

## ONLINE SERVICES TERMS AND CONDITIONS

These ONLINE SERVICES TERMS AND CONDITIONS are entered into as of the Effective Date specified in the Order Confirmation by and between the Accenture entity named in your Order Confirmation (“**Accenture**”) and the individual, the company or legal entity using the Online Services (“**Customer**”, “**You**” or “**Your**”), together, the “**Parties**.”

This “**Agreement**” means, collectively, these Online Services Terms and Conditions, the specific Service Description for each Online Service, and any other terms contained or referenced in the Order Confirmation (“Transaction Document”). Each Order Confirmation is subject to the then-current version of this Agreement.

In the event of a conflict, the following order of precedence applies: these Online Services Terms and Conditions, the Order Confirmation, any Transaction Document, and the Service Description.

The Parties agree as follows:

### 1. DEFINITIONS. Capitalized terms shall have the meanings set forth below.

- a) “**Affiliate(s)**” means an entity controlled by, under common control with, or controlling a party, where control is denoted by having (directly or indirectly) more than fifty percent (50%) of the voting power (or equivalent) of the applicable entity. The Online Services may be performed by Accenture or any of its Affiliates.
- b) “**Business Contact Information**” means the names, mailing addresses, email addresses, and phone numbers regarding the other party’s employees, directors, vendors, agents and customers, maintained by a party for its own business purposes as further described in Section 9 below.
- c) “**Customer Data**” means all data and any information that Customer provides or authorizes access to, or inputs into the Online Service, including, but not limited to, Network Data.
- d) “**Customer Personal Data**” means Customer-owned or controlled personal data provided by or on behalf of Customer to Accenture or an Accenture Affiliate or subcontractor for processing in connection with any Online Services. Unless prohibited by applicable Data Protection Laws, Customer Personal Data shall not include information or data that is anonymized, aggregated, de-identified and/or compiled on a generic basis and which does not name or identify a specific person.
- e) “**Data Protection Laws**” means all applicable data protection and privacy Laws that apply to the processing of personal data for a particular Online Service, including, as applicable, the EU General Data Protection Regulation 2016/679 (“GDPR”), the Federal Data Protection Act of 19 June 1992 (Switzerland), the [UK Data Protection Law post-Brexit], and any US state or federal Laws or regulations relating to the collection, use, disclosure, security or protection of personal data, or to security breach notification, e.g., the California Consumer Privacy Act of 2018 (“CCPA”).
- f) “**Fees**” shall have the meaning given in Section 4. (b) Fees and Payment.
- g) “**Information Security Incident**” means a breach of Accenture’s security leading to the accidental or unlawful destruction, loss, alteration or unauthorized acquisition, disclosure, misuse or access to unencrypted Customer Personal Data transmitted, stored or otherwise processed by Accenture.
- h) “**Meter**” means the applicable unit(s) of measurement by which Accenture offers an Online Service, as stated in the Service Description.

- i) **“Order Confirmation”** means the electronic receipt or signed Order Confirmation that confirms a purchase of the applicable Service(s) and the Term.
- j) **“Network Data”** means data that Accenture or its Affiliates process, collect, retain and use in order to configure the Online Services, to provide the Online Services, and/or in connection with Your use of the Online Service, including but not limited to time of transaction, User IP address, username, URL, URL category, status (success or error), file type, filter result (allowed or denied), virus ID, and other metadata (e.g. browser software used), and any other network traffic (and related data) sent to or received from Customer through use of the Online Services, in detail and/or in an aggregated form.
- k) **“Online Service(s)”** means any solution hosted, provided or managed by Accenture, or its Affiliates, including any Service Component(s), for which the Service Description is published with this Agreement on [www.accenture.com/us-en/support/security/legal-terms](http://www.accenture.com/us-en/support/security/legal-terms), or successor URL.
- l) **“Service Component(s)”** means certain enabling software and/or hardware peripheral(s) which may be provided by Accenture as an incidental part of the Online Service(s).
- m) **“Service Description”** means Accenture’s published description of an Online Service’s features, including, but not limited to, any service-specific additional terms and requirements, and any accompanying service level agreements.
- n) **“Subscription”** means, for purposes of this Agreement, a fixed term right to access, use and/or benefit from an Online Service as defined in an Order Confirmation.
- o) **“Subprocessors”** means third parties authorized under the terms of this Exhibit to have access to and process Customer Personal Data in order to provide a portion of the Services.
- p) **“Term”** means the period of time for which a Subscription is valid, as defined in each Order Confirmation.

The terms “controller,” “data subject,” “de-identification,” “personal data,” “process,” “processing,” “processor,” “pseudonymize,” “sale,” “service provider” and “supervisory authority” as used in this Exhibit have the meanings given in the applicable Data Protection Laws, as relevant.

## 2. USE OF ONLINE SERVICES.

- a) **Delivery; Right to Modify.** Accenture will perform the Online Services in accordance with this Agreement. Accenture may modify the Online Services and/or the corresponding Service Description at any time: (a) due to changes in applicable laws or industry standards; and (b) for any other reason, if the modification does not materially reduce the level of performance, functionality, security or availability of the Online Services during the Term.
- b) Your Affiliates, and third party consultants may use the Online Services (i) solely for Your or Your Affiliates internal business purpose, (ii) up to the Meter amount for which You have purchased a Subscription, (iii) in compliance with applicable laws and the Acceptable Use Policy ([www.accenture.com/acnmedia/PDF-123/Accenture-CSS-Acceptable-Use-Policy.pdf#zoom=50](http://www.accenture.com/acnmedia/PDF-123/Accenture-CSS-Acceptable-Use-Policy.pdf#zoom=50)), and (iv) in accordance with any use limitations defined in the applicable Service Description, provided You assume full responsibility for all actions in connection with such use. If You do not comply with these requirements, Accenture reserves the right to suspend all or part of the Online Services during such non-compliance or terminate the affected Online Services in accordance with this Agreement. You must provide Accenture with information reasonably required to allow Accenture to provision and deliver the Online Service(s) or Accenture’s delivery of the Service(s) may be delayed or prevented.
- c) **Use of Customer Data.** You acknowledge and agree that Accenture may use Customer Data to the extent necessary for the purposes of detecting, blocking, analysing and reporting cyber-

threats in the delivery of any Accenture products and services, including, but not limited to, the following purposes: (i) the development of threat intelligence resources aiming at improving the ability of networks and systems to resist unlawful or malicious actions compromising the security of information and services accessible via such networks and systems; and (ii) the development and enhancement of any Accenture products and services. Customer is responsible for its data, and Accenture does not endorse and has no control over what Customer submits while using the Service. Customer assumes full responsibility to back-up and protect Customer Data against loss, damage, or destruction.

- d) **Customer Configurations.** You acknowledge and agree that You are solely responsible for selecting Your configurations and assuring that the selection conforms to Your policies and procedures and complies with all applicable laws and regulations in jurisdictions in which You are accessing the Online Services. Delivery of the Online Service(s) does not include Your configurations, nor policies and procedures implemented and set by You that are available during the Subscription Term.
- e) **Customer Obligations.** You are responsible for obtaining all approvals and consents required by any third parties to use the Service. Accenture is not in default of its obligations if it cannot provide the Online Service when approvals or consents have not been obtained or any third party otherwise validly prevents Accenture from providing the Service. You are responsible for such third party's account information, passwords and other login credentials and must notify Accenture immediately of any known unauthorized possession or use of Your credentials.

### 3. TERM; TERMINATION; END OF ONLINE SERVICE.

- a) **Term.** The Term will start on the Effective Date and continue through the end of the Term specified in the Order Confirmation, unless otherwise terminated as provided below.
- b) **Right to Termination.** This Agreement or an individual Subscription may be terminated by either party: (i) if the other party breaches any material term of this Agreement and such breach remains uncorrected for thirty (30) days following written notice; (ii) immediately, if the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or similar action for the benefit of creditors as a consequence of debt, or if the other party otherwise ceases or threatens to cease business; or (iii) as otherwise specified in a Service Description.
- c) **Effect of Termination.** Upon termination of an individual Subscription, the Agreement and all other Subscriptions will continue in full force and effect. Upon termination of this Agreement, all current Subscriptions will be terminated immediately. Termination of this Agreement will be without prejudice to any rights or liabilities accrued as of the date of termination. Accenture is entitled to invoice and You agree to pay for all Online Services provided up to the effective date of termination, and all invoices shall become immediately due and payable. Any provision of the Agreement which is intended to survive expiration or termination will survive, including, without limitation, confidentiality, restrictions on use of intellectual property, indemnity, limitations on liability and disclaimers of warranties and damages, governing law, and Your payment obligations accrued prior to termination.
- d) **End of Online Service Availability.** Accenture will provide twelve (12) months' notice of the last date of the availability of an Online Service, unless a shorter period is set forth in a Service Description. Accenture will provide such notification to Your reseller, then-current business or technical contact, or by publication on the administrator portal for the Online Service(s), as applicable. Once an Online Service is no longer available, You will no longer have access to or use of the Online Service(s).

#### 4. INVOICES; FEES; PAYMENT; TAXES.

THE FOLLOWING TERMS SHALL APPLY ONLY IN THE EVENT THAT YOU ORDER THE SERVICES DIRECTLY FROM ACCENTURE. If You order from an authorized reseller, then all provisions related to pricing, invoicing, fees, payments and taxes shall be as agreed between You and such reseller and Accenture will not be liable for any agreement between You and any reseller.

- a) **Invoices.** Accenture reserves the right to invoice immediately upon acceptance of an Online Service(s) order. If You require a purchase order document (“**PO**”), in order for Accenture to process Your payment of an invoice, then such PO must include sufficient detail to allow Accenture to accept and accurately fulfil Your order. Any terms set forth in such PO will not be binding upon Accenture, unless expressly incorporated into the Order Confirmation. The invoicing schedule will be as described in the Order Confirmation. Accenture reserves the right to begin invoicing You, even if Accenture cannot provide the Online Services due to Your act, omission or failure to provide required information.
- b) **Fees and Payment.** You will pay the fees (“**Fees**”) for the Subscription within thirty (30) days from the date of invoice unless otherwise mutually agreed to in writing by the parties. All Fees are exclusive of taxes and expenses, which are additional. If any sum is not paid by the due date, Accenture reserves the right, without prejudice to any other remedy, to (i) charge interest on such overdue sum on a day to day basis from the due date until paid in full the lesser of one percent (1%) per month or the maximum rate permitted by applicable law; and/or (ii) suspend the provision of the Online Services upon five (5) days prior notice, until paid in full.
- c) **Taxes.** You are responsible for all taxes, customs duties, import fees or other similar charges, and all other mandatory payments imposed by government entities with respect to the Online Services or other items provided under this Agreement, excluding tax imposed on Accenture’s net income and withholding taxes. Accenture will invoice applicable taxes as a separate line item. If a transaction is exempt from tax, You will provide Accenture with a valid exemption certificate or other evidence of such exemption in a form acceptable to Accenture in advance of the applicable invoice date. If You are required by law to withhold any tax from your payment to Accenture, You will provide Accenture with original or certified copies of all tax payment receipts or other evidence of payment of taxes by You with respect to transactions under this Agreement. If You fail to provide Accenture with such tax payment receipts, if applicable, then You will reimburse Accenture for any fines, penalties, taxes and other governmental agency charges resulting from such failure.

5. **LIMITED WARRANTY.** Accenture warrants that it provides Online Service(s) using reasonable care and skill in accordance with the corresponding Services Description. The warranty for an Online Service ends when the Subscription ends.

ACCENTURE DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF AN ONLINE SERVICE OR THAT ACCENTURE WILL IDENTIFY ALL THREATS OR VULNERABILITIES, CORRECT ALL DEFECTS OR PREVENT THIRD PARTY DISRUPTIONS OR UNAUTHORIZED THIRD-PARTY ACCESS. THESE WARRANTIES ARE THE EXCLUSIVE WARRANTIES FROM ACCENTURE AND REPLACE ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. ACCENTURE’S WARRANTIES WILL NOT APPLY IF THERE HAS BEEN MISUSE, MODIFICATION, DAMAGE NOT CAUSED BY ACCENTURE, FAILURE TO COMPLY WITH INSTRUCTIONS PROVIDED BY ACCENTURE.

6. **INTELLECTUAL PROPERTY; OWNERSHIP; RESTRICTIONS.** You acknowledge that the Online Services, Service Components and related processes, instructions, methods, and techniques are owned by or have been developed by Accenture and/or its licensors, and that the same shall remain the sole and exclusive property of Accenture and/or its licensors. Customer may not reverse engineer

any Online Service. You will not assert any rights in Accenture's intellectual property or data, including limitations provided in FAR 12.212 and DFAR Section 227-7202. Accenture will not assert any ownership rights in Customer Data.

## **7. INDEMNIFICATION.**

- a) Accenture will defend, indemnify and hold You harmless against any claims asserting that the Online Services infringe any patent, copyright, trademark, or trade secret of a third party, and will pay any and all damages finally awarded by a court and actually paid by You, or agreed to in a final settlement by Accenture and attributable to such claim. Accenture's obligations under this provision are subject to Your not having compromised or settled such claim and doing the following: (i) notifying Accenture of the claim in writing, as soon as You learn of it; (ii) providing Accenture with all reasonable assistance and information to enable Accenture to perform Accenture's duties under this Section; and (iii) allowing Accenture and its Affiliates sole control of the defense and all related settlement negotiations. Notwithstanding the foregoing, You may participate at Your expense in the defense of any such claim with Your own counsel, provided that Accenture and its Affiliates retain sole control of the claim. You have the right to approve any settlement that affirmatively places on You an obligation that has a material adverse effect on You other than the obligations to cease using the affected Online Service or to pay sums indemnified under this Section. Such approval will not be unreasonably withheld.
- b) If the Online Services are found to infringe, or if Accenture determines in Accenture's sole opinion that the Online Services are likely to be found to infringe, then Accenture will either: (i) obtain for You the right to continue to use the Online Service(s); or (ii) modify the Online Service(s) (including, if applicable, any Service Component(s)) so as to make it non-infringing, or replace it with a non-infringing equivalent substantially comparable in functionality, and in the case of infringing Service Component(s), You will stop using any infringing version of such Service Component(s); or, if Accenture determines in its sole opinion that "(i)" and/or "(ii)" are not reasonable, Accenture may (iii) terminate Your rights and Accenture's obligations under this Agreement with respect to such Online Services, and in such case shall refund to You the pre-paid fees for the relevant Online Services. Notwithstanding the above, Accenture will not be liable for any infringement claim to the extent that it is based upon: (1) modification of the Online Services other than by Accenture; (2) combination, use, or operation of the Online Service(s) with products not specifically authorized by Accenture to be combined with the Online Service(s); (3) use of the Online Service(s) other than in accordance with this Agreement; or (4) Your continued use of infringing Online Service(s) after Accenture, for no additional charge, supplies or offers to supply modified or replacement non-infringing Online Service(s).
- c) THIS SECTION STATES YOUR SOLE AND EXCLUSIVE REMEDY AND ACCENTURE'S SOLE AND EXCLUSIVE LIABILITY WITH RESPECT TO CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY.

## **8. CONFIDENTIALITY.**

- a) "Confidential Information" means, for purposes of this Agreement, the non-public information provided by a party ("Discloser") to the other party ("Recipient") related to the business opportunities between the parties, provided that such information is: (1) identified as confidential at the time of disclosure by the Discloser, or (2) if the initial disclosure is not in written or other tangible form, the Confidential Information will be so identified at the time of disclosure and reduced to written or other tangible form, appropriately marked and submitted by the Discloser to the Recipient as soon as reasonably practicable thereafter, but no later than thirty (30) days after disclosure. Confidential Information of Accenture shall include product architecture, product research and development plans, non-public financial data and

roadmaps, whether marked as confidential or not. A Recipient may use the Confidential Information that it receives from the Discloser solely for the purpose of performing activities contemplated under this Agreement. For a period of five (5) years following the applicable date of disclosure of any Confidential Information, a Recipient will not disclose the Confidential Information to any third party. A Recipient will protect it by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication as the Recipient uses to protect its own confidential information of a like nature. The Recipient may disclose the Confidential Information to its affiliates, agents and subcontractors with a need to know in order to fulfill the purpose of this Agreement, under a nondisclosure agreement at least as protective of the Discloser's rights as this Agreement.

- b) This Section imposes no obligation upon a Recipient with respect to Confidential Information which: (i) is or becomes public knowledge other than by breach of this Agreement; (ii) was in the Recipient's possession before receipt from the Discloser and was not subject to a duty of confidentiality; (iii) is rightfully received by the Recipient without any duty of confidentiality; (iv) is disclosed generally to a third party by the Discloser without a duty of confidentiality on the third party; or (v) is independently developed by the Recipient without use of the Confidential Information.
- c) The Recipient may disclose the Discloser's Confidential Information as required by law or court order provided: (1) the Recipient promptly notifies the Discloser in writing of the requirement for disclosure, if legally permissible; and (2) discloses only as much of the Confidential Information as is required.
- d) Each party will retain all right, title and interest to such party's Confidential Information. The parties acknowledge that a violation of the Recipient's obligations with respect to Confidential Information may cause irreparable harm to the Discloser for which a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, Discloser will be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation of any or all of the provisions. Subject to the terms of this Agreement: (i) Discloser may request the return of Confidential Information; (ii) or upon termination or completion of the Agreement or any Online Services, Recipient will either return (if technically feasible to do so) or destroy the Confidential Information and upon request of Discloser, will certify such destruction. Notwithstanding the foregoing and provided that such information is protected in accordance with the terms of this Agreement, the Recipient may continue to maintain copies of Confidential Information: (i) that is included in its data backup, which will be destroyed in accordance with the Recipient's data retention policies; or (ii) as required to comply with applicable law, which will be destroyed when such obligation is met.

## 9. DATA PROTECTION.

- a) **Roles of the Parties; Compliance with Data Protection Laws.**
  - i Each party will comply with the requirements of the Data Protection Laws as applicable to such party with respect to the processing of the Customer Personal Data.
  - ii You warrant to Accenture that You have all necessary rights to provide the Customer Personal Data to Accenture for the processing to be performed in relation to the Services and agree that You are responsible for obtaining all necessary consents, and providing all necessary notices, as required under the relevant Data Protection Laws in relation to the processing of the Customer Personal Data. If Accenture is acting as a subcontractor to You, You warrant to Accenture that Your instructions with respect to the Customer Personal Data have been authorized by the applicable data owner/controller, including the appointment of Accenture as another processor.
  - iii Accenture will process the Customer Personal Data only in accordance with the terms of this Agreement, unless otherwise required by law.

- iv Accenture is a service provider and/or processor with respect to the Customer Personal Data and Customer is an owner and/or controller or processor, as applicable, of the Customer Personal Data.
  - v Unless otherwise expressly agreed, (i) the subject matter and duration of the processing; (ii) the nature and purpose of the processing; and (iii) the type of personal data and categories of data subjects involved shall be described in the applicable Service Description.
- b) **Disclosure and Use of Data.**
- i When providing or making available Customer Personal Data to Accenture, You will only disclose or transmit Customer Personal Data that is necessary for Accenture to perform the applicable Services.
  - ii Accenture will not:
    - A. sell any Customer Personal Data;
    - B. retain, use or disclose any Customer Personal Data for any purpose other than fulfilling its obligations and performing services in accordance with the Agreement; or
    - C. retain, use or disclose the Customer Personal Data outside the direct business relationship between Accenture and Customer, as set forth in the Agreement, unless otherwise allowed by law.
  - iii Following expiration or termination of the provision of Services relating to the processing of Customer Personal Data, or at Your request, Accenture will (and will require that its sub-processors) promptly and securely delete (or return to You) all Customer Personal Data (including existing copies), unless otherwise required or permitted by applicable laws. Unless otherwise agreed, Accenture will comply with Your deletion instruction as soon as reasonably practicable and within a maximum period of 180 days.
  - iv You agree that execution of the Agreement by Accenture shall be deemed to constitute any certification that is required under applicable Data Protection Law to the restrictions on sale, retention, use, or disclosure of Customer Personal Data herein.
- c) **Security of Customer Data.** Each party shall implement appropriate technical, physical and organizational security measures to safeguard Customer Personal Data from unauthorized processing or accidental loss or damage, as further described in the applicable Service Description (the "Data Safeguards"). Taking into account the ongoing state of technological development, the costs of implementation and the nature, scope, context and purposes of the processing of the Customer Personal Data, as well as the likelihood and severity of risk to individuals, Accenture's implementation of and compliance with the Data Safeguards is designed to provide a level of security appropriate to the risk in respect of the processing of the Customer Personal Data.
- d) **Additional Accenture Responsibilities.**
- i **Documentation, Audits and Inspections.** Accenture will make available to You information that You reasonably request to demonstrate Accenture's compliance with its obligations in this Section and will submit to Your reasonable audits and inspections in accordance with a mutually agreed process designed to avoid disruption of the Online Services and protect the confidential information of Accenture and its other clients. As required by applicable law, Accenture shall inform You if, in Accenture's opinion, any of Your audit instructions infringes upon any applicable Data Protection Law. You will be solely responsible for determining whether the Services and Accenture's Data Safeguards will meet Your needs, including with respect to any Data Protection Laws.

- ii **Data Subject and Supervisory Authority Requests.** As required by law, and taking into account the nature of the Services provided, Accenture shall provide assistance as reasonably requested:
  - A. with respect to Your obligations to respond to requests from Your data subjects as required under applicable Data Protection Laws. Accenture will not independently respond to such requests from Your data subjects, but will refer them to You, except where required by applicable Data Protection Law; and
  - B. if You need to provide information (including details of the Services provided by Accenture) to a competent supervisory authority, to the extent that such information is solely in the possession of Accenture or its Subprocessors.
- iii **Privacy / Data Protection Impact Assessments.** As required by law and taking into account the nature of the Services provided and the information available to Accenture, Accenture shall provide You with assistance as reasonably requested with respect to Your obligations to conduct privacy / data protection impact assessments with respect to the processing of Customer Personal Data as required under applicable Data Protection Laws.
- e) **Subprocessors.** You specifically authorize the engagement of Accenture's affiliates as Subprocessors and generally authorize the engagement of other third parties as Subprocessors, including Accenture's third party cloud provider or such other third parties as listed within the applicable customer portal for the Online Services. Accenture shall contractually require (including via intra-company agreements with respect to affiliates) any such subprocessors to comply with data protection obligations that are at least as restrictive as those Accenture is required to comply with hereunder. Accenture shall remain fully liable for the performance of the Subprocessor in accordance with the terms of this Agreement. Accenture shall provide notice of any intended changes to the authorized Subprocessors and You will promptly, and in any event within 10 business days, notify Accenture in writing of any reasonable objection to such changes.
- f) **Cross-Border Transfers of Customer Personal Data.**
  - i **Transfers of EEA Data.** Subject to subsection (iii) below, the parties shall rely on the EU Standard Contractual Clauses for the Transfers of Personal Data to Processors Established in Third Countries, dated 5 February 2010 (2010/87/EU) as amended from time to time (the "EU Standard Contractual Clauses") to protect Customer Personal Data being transferred from a country within the European Economic Area to a country outside the European Union not recognized by the European Commission as providing an adequate level of protection for personal data. Where the transfer relies on the EU Standard Contractual Clauses, You, acting as data exporter, shall execute, or shall procure that the relevant Customer entities execute, such EU Standard Contractual Clauses with the relevant Accenture entity or a third-party entity, acting as a data importer.
  - ii **Transfers of non-EEA Data.** Subject to section (iii) below, in the event that Customer Personal Data is to be transferred from a country not within the European Economic Area to any other country in connection with the provision of Online Services under this Agreement, where required by applicable Data Protection Law, the parties shall enter into a data transfer agreement to ensure the Customer Personal Data are adequately protected. You, acting as data exporter, shall execute, or shall procure that the relevant Customer entities execute, such Data Transfer Agreement, with the relevant Accenture entity or a third-party entity, acting as a data importer.
  - iii **Accenture BCR-P.** If and when Accenture is authorized for Binding Corporate Rules for Processors, the parties shall rely on such Binding Corporate Rules for Processors to cover any cross-border transfer of Customer Personal Data to Accenture, provided that Accenture (i) maintains and extends the applicable authorization of its Binding Corporate



Rules for Processors for the duration of the applicable Online Service; (ii) promptly notifies You of any subsequent material changes in such authorization; and (iii) downstreams all of its applicable data protection obligations under its Binding Corporate Rules for Processors to Subprocessors by entering into appropriate onward transfer agreements with any such Subprocessors.

- g) **Information Security Incidents.** Accenture shall maintain procedures to detect and respond to Information Security Incidents. If an Information Security Incident occurs which may reasonably compromise the security or privacy of Customer Personal Data, Accenture will promptly notify You without undue delay. Accenture will cooperate with You in investigating the Information Security Incident and, taking into account the nature of the Online Services provided and the information available to Accenture, provide assistance to You as reasonably requested with respect to Your breach notification obligations under any applicable Data Protection Laws.
- h) **Use of Business Contact Information.** Each party consents to the other party using its Business Contact Information for contract management, payment processing, service offering, and business development purposes related to the Agreement and such other purposes as set out in the using party's global data privacy policy (copies of which shall be made available upon request). For such purposes, and notwithstanding anything else set forth in this Agreement with respect to Customer Personal Data in general, each party shall be considered a data controller with respect to the other party's Business Contact Information and shall be entitled to transfer such information to any country where such party's global organization operates.
- i) **Changes in Laws.** In the event of (i) any newly enacted Data Protection Law, (ii) any change to an existing Data Protection Law (including generally-accepted interpretations thereof), (iii) any interpretation of a new or existing Data Protection Law by Customer, or (iv) any material new or emerging cybersecurity threat, which individually or collectively requires a change in the manner by which Accenture is delivering the Services to Customer, the parties shall agree upon how Accenture's delivery of the Services will be impacted and shall make equitable adjustments to the terms of the Agreement and the Services.

## 10. LIMITATION OF LIABILITY.

- a) Nothing in this Agreement shall exclude or limit: (i) Accenture's liability for death or personal bodily injury to the extent caused by its negligence; (ii) Accenture's indemnification obligations outlined in Section 7; or (iii) any other liability which cannot be excluded by law.
- b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL ACCENTURE OR ITS LICENSORS BE LIABLE TO CUSTOMER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR (I) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, DIMINUTION IN STOCK PRICE OR REPUTATIONAL HARM, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, ANTICIPATED SAVINGS, WASTED MANAGEMENT AND STAFF TIME; WHETHER (IN ANY SUCH CASE) ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT OR USE OF THE ONLINE SERVICES, AND WHETHER OR NOT ACCENTURE OR ITS LICENSORS HAVE BEEN ADVISED SUCH DAMAGES OR LOSSES MIGHT OCCUR; OR (II) ANY OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES.
- c) SUBJECT TO SECTIONS A) AND B), TO THE EXTENT PERMITTED BY APPLICABLE LAW, ACCENTURE AND ITS LICENSOR'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS

ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY, IS LIMITED TO THE GREATER OF THE FEES ACTUALLY PAID OR PAYABLE FOR THE ONLINE SERVICE GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS BEFORE THE CAUSE OF ACTION AROSE.

**11. VERIFICATION.** No more than one (1) time per calendar year, Accenture may conduct a verification to confirm the quantity of Your use and compliance with restrictions under this Agreement. Upon thirty (30) days' written notice, You agree to provide Accenture with information reasonably required to support this verification. In addition to information provided by You, Accenture may conduct the verification through analysis of collected data and on-site review of Your records. On-site reviews will be i) at Accenture's expense, and ii) during Your normal business hours. Accenture may engage a third-party to complete the verification. Neither Accenture nor any third-party will require direct access Your computing systems. Accenture will provide You with a verification report with details on any non-compliance and the corresponding purchase required to resolve any non-compliance. You agree to contact Your reseller or Accenture within thirty (30) days of receipt of the verification report to receive a quote and complete the required purchase. Accenture will require the order to include, as applicable, Service fees, reinstatement costs, and interest. Interest is at the rate of one and one-half percent (1.5%) per month or the highest interest rate allowed by law, whichever is lower, from the date on which any amount became due. Previously agreed upon discounts will not apply to compliance orders.

**12. TRIAL SERVICES.** If You are provided any Online Service for trial purposes, the trial period will commence on the date that You are notified by Accenture that the Online Service(s) has been provisioned and will continue for the time specified by Accenture, but not to exceed sixty (60) days. At any time prior to the commencement of the trial period or during the trial period, Accenture may, in its sole discretion, decline or discontinue provision of the Online Service(s) and terminate the trial with immediate effect. Once the trial period has commenced, You may terminate the trial and Accenture's provision of the Online Service upon three (3) calendar days' prior written notice to Accenture. After the trial period expires, You may request to continue using the Online Service(s) only upon purchase of a Subscription via an Order Confirmation. During the trial period the Online Service is provided "AS IS" and technical support is not included. All other terms and conditions of this Agreement shall otherwise apply.

### **13. GENERAL.**

- (a) Accenture is an independent contractor and shall not be deemed Your employee or agent.
- (b) Accenture has the right to subcontract the performance of the Online Services to its Affiliates or third parties, provided that Accenture remains responsible for the contractual obligations according to the Agreement.
- (c) All notices, except for cancellation of Services, will be in writing and addressed to the receiving party's current business contact, as stated in the Order Confirmation, with a cc: to the General Counsel/Legal Department of the receiving party or as updated by either party in writing. Notices shall be effective upon receipt and shall be deemed received as follows: (i) if personally delivered by courier, when delivered, or (ii) if mailed by first class mail, or the local equivalent, on the fifth business day after posting with the proper address, or (iii) if delivered by overnight mail, on the first business day after delivery at proper address.
- (d) You may not assign the rights granted under the Agreement, in whole or in part and whether by operation of contract, law or otherwise, without Accenture's prior written consent. Such consent will not be unreasonably withheld or delayed.

- (e) Neither Party will be liable for any delays or failures to perform due to causes beyond that Party's reasonable control (including a force majeure event). Without limiting the foregoing, to the extent Customer fails to perform any of its responsibilities described in the Agreement, Accenture shall be excused from failure to perform any affected obligations under the Agreement and, in the event of delay, be entitled to a reasonable extension of time considering the particular circumstances, and a reasonable reimbursement of cost. Each Party will notify the other as promptly as practicable after becoming aware of the occurrence of any such condition.
- (f) The Agreement shall be governed by and construed in accordance with the laws of the State of New York and the United States unless otherwise set forth in the Rider attached hereto, as applicable, or the Order Confirmation. The Parties will make good faith efforts to resolve within 30 days any dispute in connection with the Agreement by escalating it to higher levels of management. In the event that You fail to pay, when due, an amount equal or greater to two months' average fees under any Order Confirmation, then Accenture will be permitted to suspend performance until such time as the matter in dispute is resolved. Any dispute relating to the Agreement must be filed in state or federal courts of New York.
- (g) If any provision of the Agreement is found partly or wholly illegal or unenforceable, such provision will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions will remain in full force and effect. A waiver of any breach or default under the Agreement will not constitute a waiver of any other right for subsequent breach or default. No person other than a party to the Agreement will be entitled to enforce any term of it except as expressly provided in the Agreement.
- (h) Each Party will retain responsibility for compliance with all laws and regulations applicable to their respective businesses. Each Party will comply with U.S. export control and sanctions laws with respect to the export or re-export of United States origin goods, software and technical data, or the direct product of the same, which includes abiding by all such regulations in respect of all information supplied by or on behalf of the other Party. Prior to providing Accenture any goods, software or technical data subject to export controls, You will provide written notice specifying the nature of the controls and any relevant export control classification numbers.
- (i) Any provision of the Agreement, which is intended to survive expiration or termination will survive, including, without limitation, confidentiality, restrictions on use of intellectual property, indemnity, limitations on liability and disclaimers of warranties and damages, governing law, and Your payment obligations accrued prior to termination.
- (j) The terms of this Agreement are the complete and exclusive agreement between the parties with respect to the subject matter of this Agreement, and supersedes any previous or contemporaneous agreement, proposal, commitment, representation, or other communication whether oral or written between the Parties regarding such subject matter. Neither party shall rely on any pre-contractual statements or representations not included in this Agreement. These terms and conditions prevail over any conflicting terms contained in the applicable Service Description. The Agreement prevails over any conflicting or additional terms of any purchase order, ordering document, acknowledgement or confirmation or other document issued by You, even if signed and returned. If this Agreement is translated in any language other than the English language, and in the event of a conflict between the English language version and the translated version, the English language version shall prevail in all respects.

END OF ONLINE SERVICES TERMS AND CONDITIONS

## RIDER TO THE ONLINE SERVICES TERMS AND CONDITIONS

This rider is attached to and hereby made part of the Online Services Terms and Conditions (the “Rider”). The Rider is hereby amended to reflect certain local law changes as set forth herein to the extent applicable to Services based on the Accenture contracting entity set out in the Order Confirmation. The terms of the Rider do not apply to contracts with Accenture LLP (“LLP”) or Accenture International Limited (“AIL”), which shall be governed by the Agreement.

For contracts other than with LLP and AIL, if Your Order Confirmation indicates that You are contracting with one of the Accenture entities below, then the terms of this Rider apply to comply with respective local law, as applicable. If You are contracting with an Accenture entity not listed below, other than LLP and AIL, then such local law amendments will be addressed in Your Order Confirmation.

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### AUSTRALIA – Accenture Australia Pty Ltd.

#### 1. DEFINITIONS.

Section 1 (c) is amended to replace “authorizes” with “authorises”;

Section 1 (e) is amended to add “the Privacy Act 1988 (Cth) (Australia)” after “as applicable,” and prior to “EU General Data Protection Regulation 2016/679 (“GDPR)”

#### 2. INVOICES; FEES; PAYMENT; TAXES.

Section 4 (c) is deleted in its entirety and replaced with the following:

“c) **Taxes.** You are responsible for all taxes, including, but not limited to, sales, use, excise, value-added, business, service, goods and services (“GST”), consumption, entity level withholding, and other similar taxes or duties, including taxes incurred on transactions between and among Accenture, its affiliates, and third party subcontractors, customs duties, import fees or other similar charges, and all other mandatory payments imposed by government entities with respect to the Online Services or other items provided under this Agreement, excluding tax imposed on Accenture’s net income and withholding taxes. Accenture will invoice applicable taxes as a separate line item. All GST assess on the provision of the Online Services or on Fees (including the reimbursement of expenses) will be included as an additional charge in an invoice that satisfies the requirements for a “tax invoice” under the relevant GST legislation. If a transaction is exempt from tax, You will provide Accenture with a valid exemption certificate or other evidence of such exemption in a form acceptable to Accenture in advance of the applicable invoice date. If You are required by law to withhold any tax from your payment to Accenture, You will provide Accenture with original or certified copies of all tax payment receipts or other evidence of payment of taxes by You with respect to transactions under this Agreement. If You fail to provide Accenture with such tax payment receipts, if applicable, then You will reimburse Accenture for any fines, penalties, taxes and other governmental agency charges resulting from such failure.”

#### 3. LIMITED WARRANTY.

Section 5 is amended as follows:

Add the following after the second sentence in the first paragraph:

“Nothing in the Agreement limits the application of the Australian Consumer Law contained in the Competition and Consumer Act 2010 or any equivalent (“ACL”). To the extent legally able to do so, Accenture limits its liability under the ACL to, at Accenture’s option, replacing or repairing the relevant Deliverable or re-performing the relevant Services.”;

Add the following at the beginning of the second sentence in the second paragraph:

“TO THE EXTENT PERMISSIBLE BY LAW (INCLUDING THE ACL),”

#### 4. INDEMNIFICATION.

Section 7 (a) is amended to add “Australian” prior to “patent” and “trademark” in the first sentence

#### **5. LIMITATION OF LIABILITY.**

Section 10 (b) (II) is amended to add “PUNITIVE,” after “SPECIAL,” and prior to “CONSEQUENTIAL”

#### **6. GENERAL.**

Section 13 (c) (ii) is deleted in its entirety and replaced with the following:

“(ii) if mailed in Australia for delivery, or the local equivalent, on the third business day after posting into the Australian mail with the proper address,”;

Section 13 (f) is deleted in its entirety and replaced with the following:

“(f) The Agreement shall be governed by and construed in accordance with the laws of the State of New South Wales, Australia each Party irrevocably submits to the jurisdiction of courts in the State of New South Wales . The Parties will make good faith efforts to resolve within 30 days any dispute in connection with the Agreement by escalating it to higher levels of management. In the event the Parties fail to resolve the matter within this time, the dispute must then be referred to mediation with the Australian Disputes Centre (“ADC”). The dispute referred to the ADC for mediation must be heard by the ADC as soon as possible. The Parties agree to adhere to the procedures set out in this Section 13(f) before enforcing any other rights permitted by law in the resolution of any disputes under the Agreement. This Section shall not apply to any claim for urgent interlocutory relief.

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### **FRANCE – Accenture SAS**

#### **1. DEFINITIONS.**

Section 1 (e) is deleted in its entirety and replaced with the following:

“e) “**Data Protection Laws**” means all applicable data protection and privacy Laws that apply to the processing of personal data for a particular Online Service, including, as applicable, the EU General Data Protection Regulation 2016/679 (“GDPR”), the Federal Data Protection Act of 19 June 1992 (Switzerland), the Data Protection Act 2018 and any other applicable laws relating to the processing of Personal Data and data privacy in the United Kingdom, and any US state or federal Laws or regulations relating to the collection, use, disclosure, security or protection of personal data, or to security breach notification, e.g., the California Consumer Privacy Act of 2018 (“CCPA”).

#### **2. INVOICES; FEES; PAYMENT; TAXES**

At the end of Section 4. a), the following statement is added: “Parties acknowledge that any service for which You have paid or agreed to pay is recognised as having been useful to You.”

#### **3. INDEMNIFICATION.**

Section 7 (a) is amended to add “French” prior to “patent” and “trademark” in the first sentence

#### **4. GENERAL**

Section 13 (f) is amended as follows:

The first sentence is deleted in its entirety and replaced with the following:

“The Agreement shall be governed by and construed in accordance with the laws of France.”;

The fourth sentence is deleted in its entirety and replaced with the following:

In the last sentence “state or federal courts of New York” is deleted and replaced with “the courts of Paris, France”

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### **GERMANY – Accenture GmbH**

#### **1. DEFINITIONS.**

Section 1 (a) is deleted in its entirety and replaced with the following:

**“Affiliate(s)”** means an affiliate of the global Accenture Group (which shall mean any affiliate of Accenture plc., Ireland, as contemplated by German Stock Corporation Act (AktG) §§ 15 et seqq.

## **2. LIMITATION OF LIABILITY**

Sections 10 (b) and (c) are deleted in their entirety and replaced with the following:

“(b) Accenture also assumes liability for any damages caused by ordinary negligence if, and solely to the extent, Accenture breaches any material obligation (vertragswesentliche Pflicht) under the Agreement. Material obligations are obligations which are essential for the achievement of the purpose of the Agreement and on which the Customer may reasonably rely. In such cases, Accenture's liability shall be limited to damages reasonably foreseeable (vertragstypischer vorhersehbarer Schaden) at the time the agreement was signed.

(c) The foregoing limitations of liability shall also inure to the benefit of Accenture's legal representatives and employees and shall also apply in cases involving liability for culpa in contrahendo or tort.

(d) Any liability for damages under the German Product Liability Act (Produkthaftungsgesetz) shall remain unaffected hereby.

(e) Any liability of Accenture for lost data shall be limited to compensatory damages in the amount necessary for restoration of the data using electronic backup media. The obligation of Customer to back-up data on a regular basis according to the state of the art shall remain unaffected thereby.

(f) Unless provided otherwise in this Agreement, any and all claims of Customer against Accenture shall be subject to a limitation period of one year from the date of accrual and the date on which Customer discovered or, absent recklessness on the part of Customer, would have discovered the circumstances giving rise to the claim, except for claims defined in subsections (a), (b), or (d).”

## **3. GENERAL.**

Section 13 (f) is amended as follows:

In the first sentence “State of New York and the United States” is deleted and replaced with “Germany”;

In the last sentence “state or federal courts of New York” is deleted and replaced with “the courts of Fankfurt (Main)”

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## **HONG KONG – Accenture Company Limited**

### **1. INDEMNIFICATION.**

Section 7 (a) is amended to delete “patent” in the in the first sentence

### **2. GENERAL.**

Section 13 (f) is amended as follows:

In the first sentence “State of New York and the United States” is deleted and replaced with “Hong Kong SAR”;

In the last sentence “state or federal courts of New York” is deleted and replaced with “the courts of Hong Kong SAR”

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## **INDIA – Accenture Solutions Private Limited**

### **1. DEFINITIONS.**

Section 1 (e) is deleted in its entirety and replaced with the following:

“e) **“Data Protection Laws”** means all applicable data protection and privacy Laws that apply to the processing of personal data for a particular Online Service, including, as applicable, for India, the

Information Technology Act, 2000 ('Privacy Act') which contains specific provisions intended to protect electronic data (including non-electronic records or information that have been, are currently or are intended to be processed electronically), and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules ('Privacy Rules') 2011 and the EU General Data Protection Regulation 2016/679 ("GDPR"), the Federal Data Protection Act of 19 June 1992 (Switzerland), the [UK Data Protection Law post-Brexit], and any US state or federal Laws or regulations relating to the collection, use, disclosure, security or protection of personal data, or to security breach notification, e.g., the California Consumer Privacy Act of 2018 ("CCPA")."

## **2. INVOICES; FEES; PAYMENT; TAXES.**

Section 4 (c) is deleted in its entirety and replaced with the following:

"c) **Taxes.** You are responsible for all taxes, goods and services tax, including taxes incurred on transactions between and among Accenture, its Affiliates, and third-party subcontractors to the extent applicable to the transactions under this Agreement, customs duties, import fees or other similar charges, and all other mandatory payments imposed by government entities with respect to the Online Services or other items provided under this Agreement, excluding tax imposed on Accenture's net income and withholding taxes. Accenture will invoice applicable taxes as a separate line item. If a transaction is exempt from tax, You will provide Accenture with a valid exemption certificate or other evidence of such exemption in a form acceptable to Accenture in advance of the applicable invoice date. The Place of Supply is as set out in the Order Confirmation. Accenture will raise the invoice and apply GST based on the Place of Supply. If You are required by law to withhold any tax from your payment to Accenture, You will provide Accenture with original or certified copies of all tax payment receipts or other evidence of payment of taxes by You with respect to transactions under this Agreement. If You fail to provide Accenture with such tax payment receipts, if applicable, then You will reimburse Accenture for any fines, penalties, taxes and other governmental agency charges resulting from such failure."

## **3. GENERAL.**

Section 13 (f) is amended as follows:

In the first sentence "State of New York and the United States" is deleted and replaced with "India";

In the last sentence "state or federal courts of New York" is deleted and replaced with "courts of New Delhi, India"

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## **JAPAN – Accenture Japan Ltd**

### **1. DEFINITIONS.**

Section 1 (e) is deleted in its entirety and replaced with the following:

"e) "**Data Protection Laws**" means all applicable data protection and privacy Laws that apply to the processing of personal data for a particular Online Service, including, as applicable, the EU General Data Protection Regulation 2016/679 ("GDPR"), the Federal Data Protection Act of 19 June 1992 (Switzerland), the [UK Data Protection Law post-Brexit], any US state or federal Laws or regulations relating to the collection, use, disclosure, security or protection of personal data, or to security breach notification, e.g., the California Consumer Privacy Act of 2018 ("CCPA"), and the Act on the Protection of Personal Information (Act No. 57 of May 30, 2003, Japan)."

### **2. INVOICES; FEES; PAYMENT; TAXES.**

Section 4 (b) (i) is deleted in its entirety and replaced with the following:

"(i) charge interest on such overdue sum on a day to day basis from the due date until paid in full the lesser of 14.6% per year or the maximum rate permitted by applicable law"

### **3. VERIFICATION.**

Section 11 is amended to delete and replace the second to last sentence in its entirety with the following:

“Interest is at the rate of 14.6% per year or the highest interest rate allowed by law, whichever is lower, from the date on which any amount became due.”

#### **4. GENERAL.**

Section 13 (f) is amended as follows:

In the first sentence “State of New York and the United States” is deleted and replaced with “Japan”;

In the last sentence “state or federal courts of New York” is deleted and replaced with “Tokyo District Court”

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### **MALAYSIA – Accenture Solutions Sdn Bhd**

#### **1. DEFINITIONS**

Section 1 (e) shall be amended to add the phrase “the Malaysian Personal Data Protection Act, 2010 (“PDPA”),” after “as applicable” and before “the EU General Data Protection Regulation 2016/679 (“GDPR)”.

#### **2. INVOICES; FEES; PAYMENT; TAXES**

For the avoidance of doubt, tax payable by You under Section 4(c) shall include the Malaysia Service Tax in accordance to the Service Tax Act of 2018.

#### **3. INDEMNIFICATION**

The first sentence of Section 7(a) shall be amended by adding the phrase “granted as of the date of delivery in Malaysia” after the phrase “any patent.”

#### **4. GENERAL**

Section 13 (f) shall be amended as follows:

In the first sentence, the phrase “the State of New York and the United States” shall be deleted and replaced by “Malaysia, without regard to conflict of laws provisions.”

The last sentence, the phrase “Any dispute relating to the Agreement must be filed in state or federal courts of New York.” shall be deleted in its entirety and replaced by the following: “Any dispute relating to the Agreement and any Order Confirmation may be referred for resolution by arbitration in accordance with the arbitration rules of the Asian International Arbitration Centre (“AIAC”). The arbitration will be conducted in Kuala Lumpur unless otherwise mutually agreed between the Parties, in accordance with the AIAC Arbitration Rules for the time being in force, which is deemed to be incorporated by reference in this clause. The Tribunal shall consist of three arbitrators and the language of the arbitration shall be English. This clause will not apply to any claim for urgent interlocutory relief which can be referred to a court of competent jurisdiction. Before referring the dispute to arbitration, the Parties shall seek an amicable settlement of that dispute by mediation in accordance with the AIAC Mediation Rules as in force on the date of the commencement of mediation.”

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### **PHILIPPINES – Accenture Inc.**

#### **1. DEFINITIONS.**

Section 1(d) shall be amended as follows: the first letters of “Personal Data” in the definition shall be capitalized to indicate that the term “Personal Data” is specially defined.

Section 1(e) shall be removed and replaced with the following:



“e) **“Data Protection Laws”** means all applicable data protection and privacy Laws that apply to the processing of Personal Data for a particular Online Service, including, as applicable, the Philippine Data Privacy Act of 2012, the EU General Data Protection Regulation 2016/679 (“GDPR”), the Federal Data Protection Act of 19 June 1992 (Switzerland), the [UK Data Protection Law post-Brexit], and any US state or federal Laws or regulations relating to the collection, use, disclosure, security or protection of personal data, or to security breach notification, e.g., the California Consumer Privacy Act of 2018 (“CCPA”).”

The definition of “Personal Data” shall also be added to Section 1 as follows:

“(q) **“Personal Data”** shall have the meaning as ascribed under the Philippine Data Privacy Act of 2012.”

## **2. INVOICES; FEES; PAYMENT; TAXES**

Section 4(b) shall be amended as follows: this clause shall be added as the last sentence of Section 4(b):

“All Fees, which shall be exclusive of Value Added Tax (VAT), shall be invoiced and paid in Philippine Pesos (PhP) unless otherwise agreed in writing.”

Section 4(c) shall be amended as follows: the phrase “such as VAT”, shall be added to the first sentence after the words “You are responsible for all taxes,”

The following clause shall be included as section 4(d):

“d) Electronic Funds Transfer Payments. All amounts payable to Accenture, Inc. will be transmitted by way of electronic funds transfer (“EFT”) after the invoice is transmitted within thirty (30) days of Customer’s receipt of undisputed invoice from Accenture, Inc.

Client Affiliate shall notify Accenture, Inc. when it has already sent the payment through AEE.Phils.Treasury.Mla.Operations@accenture.com and copy to Accenture’s current business contract as stated in the Order Confirmation. Accenture, Inc. will then transmit the Official Receipt after the receipt of the payment.

Payments to Accenture, Inc. will be sent to the bank account nominated below:

Account Name: ACCENTURE INC.

Account Number: 026-118943-041

Bank: The Hong Kong and Shanghai Banking Corporation Limited

Swift Code: HSBCPHMM

Should there be any change in Accenture Inc.’s nominated bank account, it shall inform You in writing at least ten (10) business days prior to the effective date of the change.”

## **3. LIMITED WARRANTY.**

Section 5 is amended as follows:

The clause “To the extent allowed by law” shall be added to the beginning of the second paragraph and before the words “Accenture does not warrant uninterrupted or error free operation”.

## **4. INTELLECTUAL PROPERTY; OWNERSHIP; RESTRICTIONS INDEMNIFICATION.**

Section 6 shall be amended as follows: the clause “including limitations provided in FAR 12.212 and DFAR Section 227-7202” shall be removed.

## **5. INDEMNIFICATION.**

Section 7(a) shall be amended as follows: the words “existing Philippine” shall be inserted before the word patent in the first sentence of Section 7(a).

Section 7(c) shall be amended as follows: the clause “To the extent allowed by law,” shall be inserted before the words “Accenture’s sole and exclusive liability”

## 6. GENERAL.

Section 13(f) shall be removed and replaced with the following:

“(f) The Agreement shall be governed by and construed in accordance with the laws of the Philippines unless otherwise agreed, as applicable, or the Order Confirmation. The Parties will make good faith efforts to resolve within 30 days any dispute in connection with the Agreement by escalating it to higher levels of management. In the event that You fail to pay, when due, an amount equal or greater to two months’ average fees under any Order Confirmation, then Accenture will be permitted to suspend performance until such time as the matter in dispute is resolved. If the parties are unable to resolve the dispute within forty-five days, the dispute may be referred for resolution by arbitration in accordance with the Arbitration Law of the Philippines. This Agreement shall be governed by and construed in accordance with the laws of the Philippines, without regard to conflict of laws provisions; each party irrevocably submits to arbitration in Mandaluyong City, Philippines in accordance with the Arbitration Law of the Philippines for the time being in force, which is deemed to be incorporated by reference in this clause. The Tribunal shall consist of three arbitrators and the language of the arbitration shall be English. This clause will not apply to any claim for urgent interlocutory relief which can be referred to a court of competent jurisdiction. Any dispute relating to the Agreement must be filed in courts of Mandaluyong City.”

## 7. PEZA COMPLIANCE

The following paragraphs shall be added as a Section 14 as follows:

“**14. PEZA COMPLIANCE.** The parties acknowledge and agree that Accenture is a Philippine Economic Zone Authority (“PEZA”) registered entity. As such, it is bound to comply with all existing PEZA rules and regulations applicable to its business. Unless otherwise agreed by the parties in the applicable Order Confirmation, all services provided by Accenture under this Agreement and/or any Order Confirmation shall be exclusively performed within Accenture’s PEZA-registered location/s as specified in the relevant Order Confirmation.

In the event Accenture is required by You to perform any work or service in Your location, the parties acknowledge and agree that Accenture must first secure an approval from PEZA before commencing any work or service in the Your location (“Commencement Date”).

For purposes of this Agreement, “Commencement Date” shall mean the date Accenture receives the PEZA approval to perform work or service in Your location through a Letter of Authority (“PEZA LOA”). You acknowledge and agree that the issuance of the PEZA LOA is not assured under any circumstances and Accenture shall not perform any work or service in Your location prior to the issuance of the PEZA LOA.

Accenture shall use reasonable commercial efforts to secure the PEZA LOA prior to performing any work or service in Your location. Notwithstanding this, the parties agree that Accenture shall not be held liable for any breach of this Agreement and/or any Order Confirmation for the non-issuance or delay in the issuance of the PEZA LOA due to the action or inaction of the PEZA authority and other reasons beyond its reasonable control.

Once the PEZA LOA has been issued, Accenture shall perform the work or service in Your location subject to the terms and conditions of the LOA, this Agreement, or the Order Confirmation.”

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## SINGAPORE – Accenture Pte Ltd

### 1. GENERAL.

Section 13 (f) is amended as follows:

In the first sentence “State of New York and the United States” is deleted and replaced with “Republic of Singapore”;

In the last sentence “state or federal courts of New York” is deleted and replaced with “the courts of the Republic of Singapore”

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## **SOUTH AFRICA – Accenture South Africa Proprietary Limited**

### **1. DEFINITIONS.**

Section 1 (e) is deleted in its entirety and replaced with the following:

“e) **“Data Protection Laws”** means all applicable data protection and privacy Laws that apply to the processing of personal data for a particular Online Service, including, as applicable, the South African Protection of Personal Information Act, 2013 and the EU General Data Protection Regulation 2016/679 (“GDPR”), the Federal Data Protection Act of 19 June 1992 (Switzerland), the [UK Data Protection Law post-Brexit], and any US state or federal Laws or regulations relating to the collection, use, disclosure, security or protection of personal data, or to security breach notification, e.g., the California Consumer Privacy Act of 2018 (“CCPA”).

### **2. INVOICES; FEES; PAYMENT; TAXES.**

Section 5 (c) is deleted in its entirety and replaced with the following:

“c) **Taxes.** You are responsible for all taxes, goods and services tax, including taxes incurred on transactions between and among Accenture, its Affiliates, and third-party subcontractors to the extent applicable to the transactions under this Agreement, customs duties, import fees or other similar charges, and all other mandatory payments imposed by government entities with respect to the Online Services or other items provided under this Agreement, excluding tax imposed on Accenture’s net income and withholding taxes. Accenture will invoice applicable taxes as a separate line item. If a transaction is exempt from tax, You will provide Accenture with a valid exemption certificate or other evidence of such exemption in a form acceptable to Accenture in advance of the applicable invoice date. The Place of Supply is as set out in the Order Confirmation. Accenture will raise the invoice and apply VAT based on the Place of Supply. If You are required by law to withhold any tax from your payment to Accenture, You will provide Accenture with original or certified copies of all tax payment receipts or other evidence of payment of taxes by You with respect to transactions under this Agreement. If You fail to provide Accenture with such tax payment receipts, if applicable, then You will reimburse Accenture for any fines, penalties, taxes and other governmental agency charges resulting from such failure.”

### **3. INDEMNIFICATION.**

Section 7 (a) is amended to add “South African” prior to “patent” and “trademark” in the first sentence.

### **4. DATA PROTECTION**

Section 9 (a) (iv) is deleted and replaced, in total, with the following:

Accenture is a service provider and/or processor and/or operator with respect to the Customer Personal Data and Customer is an owner and/or controller and/or responsible party or processor, as applicable, of the Customer Personal Data

Section 9 (f) (ii) is deleted and replaced with the following:

**Transfers of non-EEA Data.** Subject to section (iii) below, in the event that Customer Personal Data is to be transferred from a country not within the European Economic Area to any other country in connection with the provision of Online Services under this Agreement, where required by applicable Data Protection Law, the parties shall, to the extent so required under applicable law, enter into a data transfer agreement to ensure the Customer Personal Data are adequately protected. If legally so required, You, acting as data exporter, shall execute, or shall procure that the relevant Customer entities execute, such Data Transfer Agreement, with the relevant Accenture entity or a third-party entity, acting as a data importer.

### **5. LIMITATION OF LIABILITY.**

Section 10 (a) is amended by adding the words “Subject to 10 (b)” to the beginning of the first sentence.

Section 10 (b) (II) is amended to add “PUNITIVE,” after “SPECIAL,” and prior to “CONSEQUENTIAL” and in 10 (b) I the word “TORT ” is replaced with the word “DELICT”.

Section 10 (c) is deleted and replaced with the following:

SUBJECT TO SECTIONS 10 a) AND b) above, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ACCENTURE’S OR LICENSOR’S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT, DELICT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY, IS LIMITED TO THE GREATER OF THE FEES ACTUALLY PAID OR PAYABLE FOR THE ONLINE SERVICE GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS BEFORE THE CAUSE OF ACTION AROSE.

## 6. GENERAL.

Section 13 (f) is amended as follows:

In the first sentence “State of New York and the United States” is deleted and replaced with “South Africa”;

In the last sentence “state or federal courts of New York” is deleted and replaced with “the High Court of South Africa”

A new clause 13 (k) is added:

“You warrant that in the event you are a public sector entity, Your entering into of this Agreement is done in compliance with any laws and internal policies regarding procurement of services of the nature and to the value of the Services. You will be responsible for damages to Accenture and hereby accept liability for such damages, in the event you are not compliant and this agreement is set aside or found to be unlawful or void as a result of a lack of compliance with such laws or internal policies.”

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## SPAIN – Accenture, S.L.

### 1. DEFINITIONS.

Section 1(e) shall be removed and replaced with the following:

“e) “**Data Protection Laws**” means all applicable data protection and privacy Laws that apply to the processing of personal data for a particular Online Service, including, as applicable, the EU General Data Protection Regulation 2016/679 (“GDPR”).”

### 2. INVOICES; FEES; PAYMENT; TAXES.

Section 4 INVOICES; FEES; PAYMENT; TAXES shall be applicable to the extent permitted by Spanish law. Invoice and payment shall be in Euros (€).

### 3. GENERAL

Section 13 (f) (General) shall be replaced as follows:

“f) The Agreement shall be governed by and construed in accordance with the laws of Spain. The Parties will make good faith efforts to resolve within 30 days any dispute in connection with the Agreement by escalating it to higher levels of management. In the event that You fail to pay, when due, an amount equal or greater to two months’ average fees under any Order Confirmation, then Accenture will be permitted to suspend performance until such time as the matter in dispute is resolved. Any dispute relating to the Agreement must be filed in courts of Madrid, Spain.

With a view to complying with the Law on Industrial Risk Prevention (article 24) and Royal Decree 171/2004, relative to coordination of business activities, Accenture hereby informs the Client that its group of companies has set up its own Prevention Service, of a common nature, in accordance with that provided for in article 21 of the Prevention Services Regulations approved by Royal Decree 39/1997, of January 17. The Prevention Service is of an interdisciplinary nature and constitutes a specific organizational unit. The Accenture Group's Prevention Service provides coverage for the four specialities required by Industrial Risk Prevention Law: Health Vigilance, Industrial Hygiene, safety at Work and Applied Ergonomics and Psychosociology.

Accenture has also implemented a Prevention Plan in accordance with the reform of Industrial Risk Prevention Law (Royal Decree 54/2003), has Specific Risk Assessment according to the workstation, corresponding to the workstations occupied by its personnel, and provides information and training to the employees relative to industrial risk prevention. The Accenture group of companies offers its employees medical checkups as scheduled by the Health Vigilance protocol."

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## THAILAND – Accenture Co., Ltd

### 1. DEFINITIONS

Section 1 (e) shall be amended to add the phrase "the Thailand Personal Data Protection Act, B.E. 2562 (2019) ("PDPA") and Cybersecurity Act, B.E. 2562 (2019)," after "as applicable" and before "the EU General Data Protection Regulation 2016/679 ("GDPR)".

### 2. INDEMNIFICATION

The first sentence of Section 7(a) shall be amended by adding the phrase "granted as of the date of delivery in Thailand" after the phrase "any patent."

### 3. GENERAL

Section 13(f) shall be amended as follows:

In the first sentence, the phrase "the State of New York and the United States" shall be deleted and replaced by "Thailand, without regard to conflict of laws provisions."

The last sentence, the phrase "Any dispute relating to the Agreement must be filed in state or federal courts of New York." shall be deleted in its entirety and replaced by the following:

"Any dispute relating to the Agreement and to any Order Confirmation will be exclusively and finally settled by arbitration in the Thai Arbitration Institute of the Office of the Judiciary ("TAIOJ"). The arbitration will be conducted in Bangkok unless otherwise mutually agreed between the Parties, in accordance with the TAIOJ Arbitration Rules for the time being in force, which is deemed to be incorporated by reference in this clause. The Tribunal shall consist of three arbitrators and the language of the arbitration shall be English. This clause will not apply to any claim for urgent interlocutory relief which can be referred to a court of competent jurisdiction."

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## UNITED KINGDOM – Accenture (UK) Limited

### 1. DEFINITIONS.

Section 1 (e) is deleted in its entirety and replaced with the following:

"e) "**Data Protection Laws**" means all applicable data protection and privacy Laws that apply to the processing of personal data for a particular Online Service, including, as applicable, the EU General Data Protection Regulation 2016/679 ("GDPR"), the Federal Data Protection Act of 19 June 1992 (Switzerland), the Data Protection Act 2018 and any other applicable laws relating to the processing of Personal Data and data privacy in the United Kingdom, and any US state or federal Laws or

regulations relating to the collection, use, disclosure, security or protection of personal data, or to security breach notification, e.g., the California Consumer Privacy Act of 2018 (“CCPA”).

**2. GENERAL.**

Section 13 (f) is amended as follows:

The first sentence is deleted in its entirety and replaced with the following:

“The Agreement shall be governed by and construed in accordance with the laws of England.”;

The fourth sentence is deleted in its entirety and replaced with the following:

“Each Party irrevocably submits to the jurisdiction of the courts of England in respect of any litigation relating to the Agreement.”