

General Purchase Order Terms and Conditions

1. Definitions

"Accenture"	Accenture Ltd., private company no. 513111187; and/or Maglan Information Defense Technologies Research Ltd., private company no. 513317776; and/or an 'Affiliate', as defined below, as the case may be.
"Affiliate"	any Israeli entity, whether incorporated or not, that is controlled by or under common control with Accenture.
"Control"	the ability, whether directly or indirectly to direct the affairs of another by means of ownership, contract, or otherwise.
"Conditions"	these general purchase order terms and conditions.
"Deliverables"	any and all goods and/or services, as the case may be, detailed in the 'Purchase Order' as defined below.
"Intellectual Property Rights"	all intellectual and industrial property rights anywhere in the world including and without limitation to, any invention, patent, design or utility model rights, any copyright and/or trademarks, database rights, topography rights, commercial or confidential information, know-how or trade secrets and any other rights of a like nature whether or not registered and/or given the right to apply for them.
"Purchase Order"	the attached Purchase Order requesting the supply of Deliverables.
"Specification"	the specification; description; function; or any other requirements set out in the Purchase Order and attached documents (including drawings or descriptions) and the Supplier's product documentation.
"Supplier"	the person or entity which is to provide the Deliverables pursuant to the Purchase Order and/or any affiliate given the right to do so on its behalf.
"Party"/"Parties"	Accenture and/or the Supplier as defined above.

2. Purchase Order

- 2.1 The Purchase Order issued by Accenture will set out the Deliverables required by Accenture, and the Supplier agrees that any Deliverables supplied under the Purchase Order shall be subject to these Conditions.
- 2.2 Where Accenture and the Supplier execute an Accenture issued agreement specific to the supply of the Deliverables, the terms of such an agreement shall govern the supply of the Deliverables and shall supersede these Conditions.
- 2.3 Subject to Clause 2.1. and 2.2, the parties agree that the Purchase Order together with these Conditions shall include all of the terms and conditions relating to the Deliverables specified in the Purchase Order to the exclusion of any other terms and conditions relating to such Deliverables on any other purchase order, confirmation, invoice, payment slip or any other related document, and in particular, documents issued by the Supplier.
- 2.4 In the event the Supplier is asked to design, develop or manufacture goods specified on the Purchase Order specifically for Accenture, the Supplier shall submit to Accenture a prototype and/or plans for written approval. The Supplier must obtain said written confirmation from Accenture that the prototype and/or plans have been accepted by it and that full production of the goods may commence. Accenture will not be liable to reimburse any costs incurred by the Supplier prior to receipt of such written confirmation.

3. Delivery

- 3.1 When executing the Purchase Order by the Supplier, time is of the essence. The Deliverables shall be delivered or performed on the date and at the place specified in the Purchase Order.
- 3.2 Unless expressly agreed otherwise, the Deliverables shall be delivered during Accenture's normal business day. Delivery and any other costs associated with the supply of the Deliverables shall be at the Supplier's own expense unless otherwise stated on the Purchase Order.
- 3.3 Accenture's signature given on any delivery note or other documentation presented for signature in connection with delivery of the Deliverables is evidence only of the number of packages received, and not evidence of actual quantity, quality or condition of Deliverables and/or does not constitute the acceptance of a Deliverable, the process of which is detailed in Clause 4.

4. Specifications and Rejection of Deliverables

- 4.1 The Deliverables must conform in all respects with the Specifications detailed in the Purchase Order. All goods in the Deliverables must be of sound materials, workmanship and design (to the extent the Supplier is responsible for), and shall be equal in all respects to relevant samples or patterns provided by or accepted by Accenture (including, but not limited to, the procedure mentioned in Clause 2). All services in the Deliverables shall be performed in a sound manner and shall be free from all defects including defects in design or installation (to the extent the Supplier is responsible for).
- 4.2 All Deliverables must pass Accenture's acceptance tests. Accenture shall be entitled to reject all Deliverables that do not meet the provisions of Clause 4.1. If by the nature of the Deliverables any defects or any failure to comply with Clause 4.1 does not or would not become apparent (despite the carrying out of any examination) until after use, Accenture may reject the same even after a reasonable period of use. It is agreed that Accenture may reject the goods notwithstanding any provision, as the case may be and under the circumstances, applicable by the laws of the State of Israel.
- 4.3 Any Deliverables rejected under Clause 4.2 must, at Accenture's request, be replaced or performed, as the case may be, by the Supplier at the Supplier's expense. Alternatively, at its discretion, Accenture may elect to cancel the Purchase Order pursuant to Clause 10 in respect of such Deliverables covered by the Purchase Order.
- 4.4 All rejected Deliverables will be returned to the Supplier at the Supplier's expense.
- 4.5 The Deliverables shall be in accordance with any applicable Israeli and/or International standards. The Deliverables shall comply at the time of delivery or performance with all relevant requirements of any applicable statute, statutory rule or order or other instrument having the force of law.
- 4.6 Notwithstanding Accenture's rights under this Clause, Accenture, by way of written notice, shall be entitled to return any goods to the Supplier for a full refund within [•] days of delivery without incurring any costs or charges whatsoever.

5. Inspection

- 5.1 The Supplier shall permit, within reasonable time, Accenture access to its premises at any reasonable time in order to inspect the Deliverables in the course of manufacture, provision or storage.
- 5.2 If, as a result of such inspection, Accenture is not satisfied that the Deliverables comply with the Purchase Order, it shall notify the Supplier in writing and the Supplier shall, as soon as possible, take all necessary steps to ensure compliance.
- 5.3 Said inspection or notification by Accenture shall not relieve the Supplier of its obligations under the Purchase Order.
- 5.4 The Supplier shall allow Accenture to access the Supplier's offices for the purpose of inspecting any records or documents held by the Supplier in connection with the provision of the agreement specific to the supply of the Deliverables or Services

or the Purchase Order and also for the purpose of audits, upon giving the Supplier reasonable notice during the term of the specific agreement or this Purchase Order, and for a period of [•] years thereafter.

6. Property and Risk

- 6.1 Property and risk in goods shall pass to Accenture when they are delivered in accordance with Clause 3.
- 6.2 Such passing of property and risk shall be without prejudice to any right of rejection under these Conditions, set forth in Clause 4 to the fullest extent possible under applicable laws.

7. Payment

- 7.1 Price and currency shall be as specified and determined in the Purchase Order. No increase in price and/or change in currency shall be made or accepted unless agreed in writing by Accenture.
- 7.2 For the avoidance of doubt, prices shall not include VAT, which shall be applied in addition to the prices where applicable.
- 7.3 The Supplier must submit an invoice within [•] days following the end of the month in which such charges were incurred, accrued or should have otherwise been billed. Invoices shall normally be submitted by e-mail in a format that cannot be manipulated such as .pdf .tif or .jpg to [•].
- 7.4 Where the Supplier is unable to submit invoices by such means mentioned above, it may deliver invoices to [•]. Accenture will have no obligation to pay such charges which the Supplier fails to invoice within the prior mentioned timeframe.
- 7.5 Accenture shall pay the Supplier within [•] days of receipt of a correct and duly submitted invoice. In the event that an invoice remains unpaid for a period of [•] days following date of receipt, Supplier shall immediately notify Accenture by written notice.
- 7.6 If Accenture disputes any prices or charges in an invoice, it shall notify Supplier within [•] business days of receipt of the relevant invoice, identifying clearly the disputed part of the relevant invoice. Supplier shall cancel the original invoice and reissue an invoice for the undisputed amount within [•] days.
- 7.7 The parties shall promptly investigate any disputed invoice and will act reasonably to seek to resolve the dispute. Any disputed invoice or part of an invoice agreed by Accenture to be payable following resolution shall be re-invoiced as appropriate. Notwithstanding the foregoing, Supplier shall continue to provide the deliverables as if the dispute did not exist.
- 7.8 The Supplier shall be responsible for ensuring that all information on invoices is complete and accurate, and that specific reference is made to financial charge codes, purchase order numbers or job numbers submitted by Accenture personnel.

8. Intellectual Property Rights and Waiver

- 8.1 The Supplier warrants that neither the sale nor use of goods nor the performance or provision of the Deliverables will infringe any Israeli or foreign copyright, patent, trademark, registered design or any other Intellectual Property Rights whether or not similar to any of the foregoing.
- 8.2 The Supplier shall indemnify Accenture from all actions, costs, claims, demands, expenses and liabilities whatsoever resulting from any actual or alleged infringement as set out in Clause 8.1 and the Supplier shall defend or (at Accenture's option) assist in the defense of any proceedings which may be brought in that connection.
- 8.3 In the event of such claim or action, the Supplier shall forthwith do all things and take such action (including procuring any required licenses, consents or authorizations or modifying or replacing any infringing item) without charge to Accenture as shall be necessary to prevent or remedy (without detracting from the overall functions or performance) any infringement,

provided that the Supplier shall not act in any way which shall prejudice the Intellectual Property Rights of Accenture; the Supplier shall at all times act in such a way as to minimize interruption and disruption to the operation of Accenture's business.

- 8.4 All Intellectual Property Rights in any of the Supplier's pre-existing materials used in the provision of the Deliverables to Accenture shall be owned by the Supplier. Notwithstanding the above, the Supplier hereby grants Accenture an irrevocable royalty free license to use, copy or modify such pre-existing materials for its internal business purposes.
- 8.5 The Intellectual Property Rights in all works of authorship created by the Supplier in the course of provision of the Deliverables ("**Project Materials**") shall vest immediately and exclusively in Accenture. In the event that the Supplier requests and Accenture grants written consent such that the Intellectual Property Rights for specific Project Materials are not assigned to Accenture, the Supplier hereby grants to Accenture and its Affiliates an irrevocable royalty free license to use, copy or modify the Project Materials with a right to sub-license those Project Materials to third parties for any purposes intended by Accenture and notified to the Supplier from time to time.
- 8.6 The Supplier hereby waives all moral and/or intellectual property rights in the Project Materials supplied hereunder in so far as they relate to Accenture and agrees to obtain all waivers such rights and consents from any employee, agent, subcontractor or other third party necessary to comply with its obligations under this Clause 8.
- 8.7 Any drawings, specifications, data, documents, and other information provided by Accenture to the Supplier in connection with the Purchase Order and all Intellectual Property Rights therein shall remain the sole and exclusive property of Accenture and the Supplier shall at all times keep confidential all such information and return it to Accenture on demand or upon completion of the Purchase Order.

9. Liability and Indemnification

The Supplier shall indemnify Accenture against any losses costs expenses and liabilities caused to Accenture, its officers or employees whether directly or as a result of any action claim or demand of any third party by reason of any breach by the Supplier of these Conditions set forth or of any terms and obligations implied and enforceable by Israeli Law or by any other statute or statutory provision relevant to supply of Deliverables locally or internationally.

10. Cancellation

- 10.1 If a party is delayed or prevented from performing its obligations under the Purchase Order by circumstances beyond its reasonable control (including acts of G-d, war etc.), such performance shall be suspended and if it cannot be completed within a reasonable time after the due date as specified in the Purchase Order, the Purchase Order may be cancelled by either party.
- 10.2 Subject to Clause 9, Accenture reserves the right to cancel in whole or in part the Purchase Order or any consignment on account thereof if the same is not completed in all respects in accordance with the instructions and Specifications specified in the Purchase Order and with the foregoing conditions, compliance with which by the Supplier is of the essence and a fundamental condition of these Conditions.
- 10.3 If Accenture cancels in whole or in part a Purchase Order or consignment it shall only be obliged to pay the Supplier in relation to such items in the amended and/or changed Purchase Order or consignment that have been expressly accepted by it.
- 10.4 In the event Accenture cancels the Purchase Order as to all or any of the Deliverables covered thereby, Accenture shall be entitled to purchase from a third party a like quantity and description of Deliverables. The Supplier shall be liable to

reimburse to Accenture, on demand, all additional expenditure incurred by Accenture in connection with Accenture's said cancellation including any increase in price over that stated on the Purchase Order.

11. Warrants and Guarantees

11.1 The Supplier shall comply, and warrant that it has complied, with the Data Protection law 1981 and any other applicable data protection laws and regulations (together, the "**Data Protection Laws**"); and

11.2 The Supplier shall not, by any act or omission, put Accenture in breach of any of the Data Protection Laws, with regard to the Purchase Order and/or its contractual relationship and/or any other connection to Accenture.

11.3 The Supplier shall have in force and maintain at the Supplier's cost such policies of insurance with a reputable and authorized insurer so as to give adequate levels of insurance coverage in respect of all of the Supplier's liabilities and obligations to Accenture and in relation to the Purchase Order, and shall, upon request by Accenture, provide evidence of such.

11.4 The Supplier warrants that it is in compliance with all applicable local and international laws, regulations and standards, including but not limited to, those relating to the design, manufacture, testing, labelling, sale and transportation of the Deliverables. Supplier represents and warrants that it is aware of, understands and has complied with and will comply with all applicable foreign anti-corruption laws.

12. Exclusivity

12.1 The Supplier acknowledges that it is engaged as an independent contractor, and nothing in these Conditions or any Purchase Order shall be deemed or construed to create a joint venture, partnership, or employee/employer relationship between Supplier and Accenture.

12.2 These Conditions and any Purchase Order shall not be an exclusive agreement between the parties. Nothing shall prevent Accenture from procuring services which are the same as or similar to the Deliverables from any third party.

13. Confidentiality

All Purchase Orders and any information disclosed to the Supplier by Accenture shall be deemed as confidential and the Supplier will not divulge or disclose it to any third party without prior express consent in writing from Accenture.

14. Accenture Policies

14.1 Suppliers are expected to act in a manner consistent with the ethical and professional standards of Accenture as described in the Accenture Supplier Standards of Conduct, including prompt reporting of unlawful, fraudulent or unethical conduct. A copy of the Supplier Standards of Conduct can be found on Accenture's website [•].

14.2 Suppliers are expected to act in a manner consistent with the standards set forth in the Accenture Global Environment Policy, accessible through the Accenture Website, which may be updated from time to time. The Supplier hereby acknowledges receipt of this policy, and agrees that it will, on a continuing basis, assess the environmental impact of the Supplier's own business operations, and of Accenture's consumption of the Deliverables, and advise Accenture as to how such impact may be reduced to give effect to the intent of the Accenture Environmental policy.

15. Governing Law, Jurisdiction and Severance

- 15.1 The construction, validity and performance of these Conditions and all non-contractual obligations arising from or connected with these Conditions shall be governed by the laws of the State of Israel. Additionally, Accenture and Supplier irrevocably agree to submit to the exclusive jurisdiction of the courts of the State of Israel over any claim or matter arising from this Document or any and all claims and matters relating to Accenture.
- 15.2 If any part of these Conditions are found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from the remainder of these Conditions which will continue to be valid and enforceable to the fullest extent permitted by law.
- 15.3 The parties will comply with applicable laws, rules, ordinances and regulations and with any other jurisdiction in which they act. In no event shall either party be obligated under this Purchase Order to take any action that it believes, in good faith, would cause it to be in violation of any laws, rules, ordinances or regulations applicable to it.

16. Miscellaneous

- 16.1 The Purchase Order shall not be assigned, charged, transferred or otherwise encumbered in whole or in part by the Supplier without the prior written consent of Accenture.
- 16.2 The Supplier shall not be relieved of any of the Supplier's obligations under these Conditions by the appointment of a subcontractor. In the event the Supplier does appoint a subcontractor it shall remain primarily liable for any and all acts or omissions by the subcontractors it appoints.
- 16.3 No delay or failure by either party to exercise any of its powers, rights or remedies under these Conditions shall operate as a waiver of such.
- 16.4 Subject to Clause 2, the Purchase Order contains the entire agreement between the parties and supersedes all negotiations, representations (except fraudulent representations) and proposals (written and oral) relating to its subject matter.
- 16.5 The Conditions set forth in this document and the document itself may not be amended, modified or waived in any respect whatsoever except in writing signed by the parties.
- 16.6 Each party agrees that it has not been induced to agree to these Conditions by any representation other than that expressly set out herein or in any Purchase Order.