

ACCENTURE SOFTWARE FOR HCM SOFTWARE-AS-A-SERVICE- EVALUATION AGREEMENT

The capitalized terms as used in this Agreement shall have the meanings set out in Exhibit A (Definitions) to this Agreement. Accenture and Client are also each referred to under the Agreement individually as a “**Party**,” and together as the “**Parties**.”

1 CLIENT’S RIGHTS AND OBLIGATIONS

- 1.1 Subject to the terms and conditions of the Agreement and the applicable Service Order, Accenture hereby grants to Client a non-exclusive, non-transferable right during the term of the applicable Service Order to permit its Authorized Users to access and use the SaaS Services by means of a web application, for Client’s internal evaluation purposes only.
- 1.2 Client agrees that it shall not license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit the SaaS Services by making them available for access or use by any third party (except Authorized Users), including by means of operating a service bureau, outsourcing or time-sharing service.
- 1.3 Client is responsible for all use of the SaaS Services by those who have access to them through Client’s credential, and for ensuring that its Authorized Users do not circumvent or disclose any usernames, passwords or other access credentials or authentication details, or interfere with or disrupt any other security control of the SaaS Services.
- 1.4 Client shall maintain commercially reasonable security standards for its and its Authorized Users’ use of the SaaS Services. Specifically, Client will use good industry practice virus protection software, and other customary procedures to screen any Client Content to avoid introducing any Virus or other malicious files or other harmful code that could disrupt the proper operation of the systems used in the provision of the SaaS Services. Client also agrees that it shall use all reasonable endeavors to ensure that its Authorized Users do not upload or distribute files that contain Viruses, or do anything else to disrupt or attempt to disrupt, the systems and networks used for the provision of the SaaS Services. If Client learns or suspects that its Authorized Users have introduced a Virus, Client will notify Accenture and cooperate in mitigating the effects of such Virus.
- 1.5 Client shall be solely responsible for the acts and omissions of its Authorized Users as if they were the acts and omissions of Client, and for ensuring that anyone who uses the SaaS Services does so in accordance with the terms and conditions of the Agreement and the applicable Service Order. In particular, the Client agrees that it shall not, and that it shall ensure that its Authorized Users do not: (i) access or use the SaaS Services to host or transmit any content, data or information that is illegal or which infringes any third party’s rights, such as intellectual property rights or right of privacy, or which otherwise violates any applicable laws; (ii) copy, translate, make derivative works, disassemble, decompile, reverse engineer or otherwise attempt to discover the source code or underlying ideas or algorithms embodied in the software applications or other systems used for the provision of the SaaS Services (including the PaaS), unless expressly permitted under any applicable laws, or remove any titles or trademarks, copyrights or restricted rights notices in the systems, software and other materials used in the provision of SaaS Services; (iii) access or use the SaaS Services for the purpose of building competitive products or services by copying its features or user interface or by allowing a direct competitor of Accenture or the Cloud Vendor to access or use the SaaS Services, (iv) transmit or store any content, data or information that is unlawful, abusive, malicious, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy or right of publicity, hateful, or racially, ethnically or otherwise objectionable; (v) interfere with or disrupt any software or system used to provide the SaaS Services, or other equipment or networks connected to the PaaS.
- 1.6 Client will notify Accenture immediately if it becomes aware of any breach or threatened breach of the terms of this Section, or of any breach or threatened breach of security including any attempt by a third party to gain unauthorized access to the systems used for the provision of the SaaS Services. Client agrees that Accenture will forward such information to its Cloud Vendor.
- 1.7 Client acknowledges and agrees that it is responsible for obtaining and maintaining all hardware, software, communications equipment and network connections necessary to access and use the SaaS Services, as listed in the Documentation, and for paying any applicable third-party fees and charges incurred while accessing and using the SaaS Services. Client, on behalf of itself and its third party licensors, hereby grants to Accenture the right to access each of the third party applications listed in the Documentation and to retrieve data stored in or produced by such third party applications in order to provide the SaaS Services.

2 **ACCENTURE'S RIGHTS AND OBLIGATIONS**

- 2.1 Accenture shall provide the SaaS Services in accordance with an executed Service Order.
- 2.2 Any additional service shall be provided by Accenture to Client under a separate service agreement.
- 2.3 In providing the SaaS Services, Accenture will use reasonable and appropriate technical and organizational security measures intended to safeguard Client Content against accidental, unauthorized or unlawful access, loss, damage or destruction.
- 2.4 Accenture may need to apply updates or make changes to, or suspend the access to the SaaS Services that it is providing pursuant to any Service Order, where such access or use poses a security risk to or may otherwise adversely impact the SaaS Services, or infringes or otherwise violates the rights or other interests of a third party, entails illegal or otherwise prohibited content or activities, or otherwise subjects Accenture to a potential liability; or where Accenture is required to do so under any applicable laws, or any court's or governmental body's order.
- 2.5 Client acknowledges and agrees that Accenture shall be permitted to monitor the Client's and its Authorized Users' access and usage of the SaaS Services limited solely for the purposes of verifying Client's compliance with the terms of the Agreement and the applicable Service Order.

3 **CLIENT CONTENT**

- 3.1 Client (and Client's licensors, where applicable) own all right, title and interest in and to the Client Content.
- 3.2 Client has obtained, and during the Term will obtain, all consents required under applicable law prior to Client Content being entered into or processed by the SaaS Services.
- 3.3 Client grants to Accenture the nonexclusive right to host, store, process, modify and transfer the Client Content for the purposes of Accenture's provision of, and Client's use of, the SaaS Services as set forth in the Agreement and the applicable Service Order, and Accenture's improvement of the SaaS Services incidental to such use. Accenture agrees to destroy any Client Content in accordance with Section 9 of these GTC.
- 3.4 Client shall have the ability to access its Client Content hosted in the SaaS Services at any time during the term of the applicable Service Order. Client may export and retrieve its Client Content during such Service Order term, subject to any technical limitations in the SaaS Services or Client's and its Authorized Users' hardware and software, including factors such as (i) the size of Client's instance of the SaaS Services; and (ii) the frequency and/or timing of the export and retrieval.

4 **FEES, PAYMENTS AND TAXES**

- 4.1 Unless otherwise stated in the applicable Service Order in the context of a pilot, the access and use of the SaaS Services as set forth herein is provided to Client at no charge; however, Client agrees to pay all applicable taxes resulting from any transaction under this Agreement, except taxes based on Accenture's income.
- 4.2 In case fees are stipulated in the applicable Service Order in the context of a pilot, fees are stated exclusive of all applicable duties, tariffs, and taxes. Unless otherwise specified in the Service Order, fees will be due and payable by electronic transfer within thirty (30) days of Accenture's invoice. Should any invoice (excluding disputed amounts) become overdue by more than thirty (30) days, interest will be charged at a rate of 1% per month or the highest rate allowed by law, whichever is less from the original invoice due date, until the overdue balance is settled. Any taxes arising out of this Agreement other than those on Accenture's net income will be Client's responsibility. Accenture will pay any taxes remitted to it by Client to the applicable taxing authority when due. The Parties agree to cooperate to help enable each party to accurately determine and reduce its own tax liability and to minimize any potential liability to the extent legally permissible. All amounts payable under this Agreement will be made without set-off or counterclaim, and without any deduction or withholding.

5 **ACCENTURE'S INTELLECTUAL PROPERTY RIGHTS**

- 5.1 Accenture (and its licensors, where applicable) own all right, title and interest, including all Intellectual Property Rights, in and to the systems, software and other content and materials used in the provision of the SaaS Services. In addition, Client agrees that Accenture (and its licensors, where applicable) will own all right, title and interest in and to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client or any other Party relating to the SaaS Services, and Client hereby assigns any Intellectual Property Rights in such items to Accenture. The Accenture name, the Accenture logo, and the

product names associated with the SaaS Services are trademarks of Accenture or third parties, and no right or license is granted to Client to use them.

6 **DISCLAIMER**

6.1 THE SAAS SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. ACCENTURE AND ITS AFFILIATES MAKE NO REPRESENTATIONS AND PROVIDE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE SAAS SERVICES. ACCENTURE AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, AND ANY WARRANTIES OF FITNESS FOR HIGH RISK ACTIVITIES. THESE DISCLAIMERS SHALL ONLY APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

7 **LIMITATION OF LIABILITY**

7.1 EXCEPT FOR (I) BREACH OF ITS OBLIGATIONS UNDER SECTION 4; (II) A BREACH OF ACCENTURE'S INTELLECTUAL PROPERTY RIGHTS UNDER SECTION 5, OR (III) DAMAGES RESULTING FROM DEATH OR BODILY INJURY ARISING FROM EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR FROM FRAUD OR FRAUDULENT MISREPRESENTATION, UNDER NO CIRCUMSTANCES AND REGARDLESS OF THE NATURE OF ANY CLAIM SHALL EITHER PARTY (OR THEIR RESPECTIVE AFFILIATES) BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY UNDER THE AGREEMENT FOR AN AMOUNT OF DAMAGES IN EXCESS OF US\$1000 OR THE EQUIVALENT VALUE IN LOCAL CURRENCY.

7.2 TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY NOR ANY OF EITHER PARTY'S RESPECTIVE AFFILIATES WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES; BUSINESS INTERRUPTION, LOSS OF PROFITS OR SAVINGS, REVENUES, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS OF REPUTATION; UNAVAILABILITY OF ANY OR ALL OF THE SAAS SERVICES; INVESTMENTS, EXPENDITURES OR COMMITMENTS RELATED TO USE OF OR ACCESS TO THE SAAS SERVICES; COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; UNAUTHORIZED ACCESS TO, COMPROMISE, ALTERATION OR LOSS OF CLIENT CONTENT OR BUSINESS INFORMATION; OR COST OF REPLACEMENT OR RESTORATION OF ANY LOST OR ALTERED CLIENT CONTENT.

7.3 The Parties acknowledge that the limitations on liability set out in this Section are essential terms of the Agreement, and the Parties would not have entered the Agreement without them.

8 **TERM AND TERMINATION**

8.1 The term of the SaaS Services Evaluation is identified in the applicable Service Order ("the Service Order Term").

8.2 Upon two (2) days' prior written notice to the other party, either Party may at any time and without cause terminate this Agreement. In case of a pilot with fees stipulated in the applicable Service Order and if Client terminates the Agreement for convenience, it shall not be entitled to a refund for any amounts prepaid for the then current Service Order Term and will be obligated to make payment in full of the balance due for the then current Service Order Term.

8.3 Upon the effective date of expiration or termination of the Agreement, Client shall cease Client's and its Authorized Users' access to and use of the SaaS Services.

8.4 Upon effective date of termination or expiration of the Agreement, Accenture will provide Client with the ability to retrieve Client Content after the expiration or termination of the Agreement for a maximum time of five (5) days, in which case Client will cover the costs of the data storage. Otherwise, Accenture will destroy, procure

the destruction of, or otherwise dispose of any Client Content in its possession or in possession of a Cloud Vendor (including any data back-ups) upon expiration or termination of the Agreement.

9 **CONFIDENTIALITY**

9.1 Each Party agrees that it will use the other Party's Confidential Information only to the extent reasonably necessary for purposes of the Agreement. Each Party agrees to take reasonable steps to protect the other's Confidential Information, provided that these steps must be at least as protective as those the Party takes to protect its own Confidential Information of similar nature, but in any event no less than a reasonable standard of care. Access to the Confidential Information will be restricted to Accenture and Client personnel (including such personnel employed by their affiliates) and subcontractors with a need to use such Confidential Information pursuant to the parties' rights and obligations under this Agreement, provided such parties are bound by substantially similar obligations of confidentiality. Accenture may retain and use Confidential Information relevant to its business purposes (including to provide or enhance its services) so long as its use of such Information is in an aggregated and anonymized or pseudonymized manner. Nothing in this Agreement will prohibit or limit either party's use of Confidential Information (i) previously known to it without an obligation not to disclose such information, (ii) independently developed by or for it without use of Confidential Information, (iii) acquired by it from a third party which was not, to the receiver's knowledge, under an obligation not to disclose such information, or (iv) which is or becomes publicly available through no breach of this Agreement. Client shall not disclose the terms and conditions of this Agreement or the potential pricing contained herein to any third party unless otherwise agreed by the Parties.

10 **ADDITIONAL TERMS**

- 10.1 **Compliance with Laws.** Accenture will comply with all laws applicable to it and its business in providing the SaaS Services, and Client will comply with all laws applicable to it and its business in providing the Client Content and in using the SaaS Services and ensure that the way that it and its Authorized Users access and use the SaaS Services complies with any applicable laws. Each Party will comply with relevant data privacy laws to the extent applicable to such Party in its role with respect to the processing of Client Personal Information under the Agreement in case of a pilot. Each Party will comply with all export control and economic sanctions laws applicable to its performance under the Agreement. Client agrees that Client will and will procure that Authorized Users do not use the SaaS Services in or in relation to any activities involving a country subject to comprehensive economic sanctions (including without limitation Cuba, Iran, North Korea, Sudan, Syria or the Crimea region of Ukraine), or involving a Party in violation of such applicable trade control laws, or that require government authorization, without first obtaining the informed consent of Accenture and the required authorization.
- 10.2 **Notices.** Any notice or other communication provided under this Agreement will be in writing, addressed to such party at the address set forth in the SaaS Service Order, or upon electronic delivery by confirmed means.
- 10.3 **Disputes, Governing Law and Jurisdiction.** The Parties will make good faith efforts to first resolve internally within 30 days any dispute, including over an invoice, in connection with the Agreement by escalating it to higher levels of management. If Client withholds an amount more than sixty days, Accenture will be permitted to suspend performance until such time as the matter in dispute is resolved. The governing law and jurisdiction are set forth in the Service Order.
- 10.4 **Force Majeure.** Except for payment obligations, 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).
- 10.5 **Survival.** The provisions of Sections 5, 6, 7, 8, 9 and 10, and any other Sections which by their nature are intended to survive, will survive the termination or expiration of the Agreement.
- 10.6 **Assignment.** Client may not assign the Agreement or delegate or sublicense any of Client's rights or obligations hereunder, including by operation of law, without the prior written consent of Accenture and any attempt to do so in violation of this provision will be null and void.
- 10.7 **Variation.** The Agreement may only be changed, modified or expanded by a writing signed by both Parties.
- 10.8 **No waiver.** No delay, neglect or forbearance on the part of either Party in enforcing against the other any term or condition of the Agreement will be deemed to be a waiver nor will it in any way prejudice any right of that Party under the Agreement nor will any single or partial exercise of any right preclude any other or further exercise of these rights or any other right.
- 10.9 **Severability.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision hereof and it is the intent and agreement of the Parties that the Agreement will be deemed amended by modifying such provision to the extent necessary to render it valid, legal and

enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is legal and enforceable and that achieves the same objective. The Parties agree that any principle of construction or rule of law that provides that an agreement will be construed against the drafter will not apply to the Agreement.

- 10.10 **Entire Agreement.** The Agreement contains the entire agreement between the Parties with respect to the matters specified herein and supersedes all prior or contemporaneous representations, understandings, agreements or communications between Accenture and Client, whether written or verbal, regarding the subject matter of the Agreement.
- 10.11 **Relationship of the Parties.** Nothing in this Agreement is to be construed as creating an agency, partnership, or joint venture relationship between the parties hereto.
- 10.12 **Existing Agreements.** The Agreement is separate from any obligations, rights, or requirements contained in any existing master services agreement, professional services agreement, consulting services agreement, outsourcing agreement, or related agreements ("**Existing Agreements**") between the Parties. Any Existing Agreement will not apply to the products and services that are the subject of the Agreement, and the Agreement expressly overrides any conflicting statements in any Existing Agreement.
- 10.13 **Counterparts.** The Agreement may be executed in any number of counterparts and executed by facsimile or by other electronic communication as agreed upon by the Parties, such execution to be considered an original for all purposes, and all of which together will constitute one and the same instrument, notwithstanding that the Parties may not both be signatories to the original or same counterpart.
- 10.14 **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 the Agreement with respect to Client Personal Information 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.

EXHIBIT A DEFINITIONS

“Authorized User” means all users authorized by Client in its SAP SuccessFactors productive instance as further detailed in the Service Order.

“Business Contact Information” means the names, mailing addresses, email addresses, and phone numbers of a party’s personnel, officers and directors and, with respect to Client, such information regarding Client’s vendors and customers that Accenture may have access to in maintaining the parties’ business relationship.

“Cloud Vendor” means the relevant cloud service provider, providing the PaaS, i.e, **SAP SE**;

“Client Content” means any content, materials, data and information, including Personal Information that Client or its Authorized Users enter into the SaaS Services or is otherwise uploaded by or on behalf of Client to the SaaS Services. Client Content shall not include any component of the SaaS Services or material or data provided by or on behalf of Accenture or its licensors.

“Client Personal Information” means Personal Information provided to Accenture by or on behalf of Client in connection with the Agreement, in the form of Client Content;

“Confidential Information” means information that relates to the other Party’s (or to Cloud Vendor’s) past, present, or future research, development, business activities, products, services, and technical knowledge, which is identified by the discloser as confidential or that would be understood to be confidential by a reasonable person under the circumstances. For the purposes of the Agreement, the term “Confidential Information” does not include Client Content;

“Consent” means (1) all consents, permissions, notices and authorizations necessary for Accenture to provide the SaaS Services, including any of the foregoing from Client employees or third parties; (2) valid consents from or notices to applicable individuals whose data is processed by the SaaS Services); and (3) required authorizations from regulatory authorities, employee representative bodies or other applicable third parties;

“Documentation” means Accenture’s then current technical and functional documentation for the SaaS Service which is made available with the SaaS Service.

“Fees” means the fees specified in the relevant Service Order and payable in accordance with these GTC or the relevant Service Order;

“Intellectual Property Rights” means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature;

“PaaS” means the platform-as-a-service provided by the Cloud Vendor on which the SaaS Services are hosted or is otherwise utilized in the provision of the SaaS Services by Accenture;

“Personal Information” means data which names or identifies a natural person including, without limitation: (a) data that is explicitly defined as a regulated category of data under data privacy laws applicable to Client; (b) non-public personal data, such as national identification number, passport number, social security or insurance number, driver’s license number; (c) health or medical information, such as insurance information, medical prognosis, diagnosis information or genetic information; (d) financial information; and/or (e) sensitive personal data, such as race, religion, marital status, disability, or sexuality;

“SaaS Services” means the hosted solution made available by Accenture for Client’s access and use on a subscription basis, as detailed in the Service Order. The term “SaaS Services” includes any modifications, enhancements, additions, extensions, translations and derivative works thereof. The SaaS Services do not include Client Content or any Client-provided third-party software;

“Virus” means any item, software, device or code which is intended by any person to, or which is likely to, or which may: (a) impair the operation of any software or computer systems;

(b) cause loss of, or corruption or damage to any software or computer systems or data;

(c) prevent access to or allow unauthorised access to any software or computer system or data; and / or

(d) damage the reputation of the Client and / or Accenture, including any computer virus, Trojan horse, worm, software bomb, authorization key, license control utility or software lock.