GENERAL TERMS AND CONDITIONS FOR ACCENTURE SOFTWARE FOR HCM ("GTC")

Accenture and Client are also each referred to under these GTC individually as a "**Party**," and together as the "**Parties**." The "Agreement" refers to the applicable Order Form, these GTC, the Technical Support Policy for Accenture Software for HCM.

1 SOFTWARE LICENSE TERMS

1.1 Terms of use of the Software. Subject to Client's payment of the license fee and compliance with the terms of the Agreement, Accenture grants Client a non-exclusive, limited license for the license term defined in the Order Form to use and install the object code version of the Accenture software listed in the applicable Order Form ("Software") and its documentation. All rights to the Software not expressly granted to Client under the Agreement are reserved to Accenture. Accenture will make the Software available to Client by electronic download. Software specifications are provided under section "Function Overview" of the "Functional Description" applicable to the Software, as provided by Accenture via electronic download together with the Software. Client may make a reasonable number of copies of the Software for back-up and test purposes provided Client reproduces all ownership notices. Client may permit third parties to use the Software (a) solely as required for Client's own benefit and internal business purposes and (b) in compliance with the terms of the Agreement. Client is liable for all users' compliance with the terms of the Agreement. Client may not (a) use, distribute, copy, or modify the Software except as expressly permitted by the Agreement; (b) translate or attempt to reverse engineer or decompile unless permitted under applicable laws, or make derivative works of the Software; or (c) sublicense, lease, or otherwise permit use of the Software for the benefit of a third party. Client will use the Software in compliance with its documentation/Functional Description (including any operating or security procedures and the hardware, software or networking requirements set forth therein). The use of the hardware and third-party software requirements set forth in the Functional Description applicable to the Software, as provided by Accenture via electronic download together with the Software, is subject to the terms of the agreement between Client and the applicable third-party software provider or distributor.

1.2 Intragroup use. Subject to the limitations set forth herein and to the stipulation of such a use in the related Order Form, Client may allow access to and use of the Software by Client Affiliates located in the Permitted Territory of Use (for so long as they remain Affiliates of Client), solely for the purposes of the business of either the Client or the Client Affiliate and within the Permitted Territory of use. Client shall ensure that the Client Affiliates comply with the terms of the Agreement and that the Client Affiliate to whom such access is given is bound by the obligations of confidentiality in respect of the Software consistent with the Client's obligations hereunder. Client shall be jointly and severally liable with the Client Affiliates to which access to the Software is given under this clause and any breach by a Client Affiliates shall be deemed to be a breach by Client. Upon any entity ceasing to be an Affiliate of Client, such entity shall no longer be covered by the license and Client shall ensure the immediate cessation of all access to or use of the Software by or on behalf of such entity. Client Affiliate" means an entity that controls, is controlled by or is under common control with the Client and 'control' means the ability of one company (whether directly or indirectly) to direct the affairs of another by means of ownership, contract or otherwise.

2. MAINTENANCE SERVICES. Subject to Client's timely payment of the applicable maintenance fees, Accenture will make available the following maintenance services ("Maintenance Services"):

2.1 Technical Support. The Technical support provided by Accenture is detailed in the Technical Support Policy for Accenture HCM Software.

2.2 Updates. Accenture will make available to Client any Updates. An "Update" means a subsequent Software release created at Accenture's discretion which Accenture generally makes available to active Maintenance Service customers for no additional license fee. Client is responsible for downloading and implementing any Update (including security Updates) and for making changes to their technical environment as necessary to use the Update. Client acknowledges that (i) Accenture shall provide technical support only on the Software that has been implemented with the latest Update made available to Client, (ii) Accenture cannot be held responsible for any damage resulting from Client's use of the Software if the Software has not been implemented with the latest Update made available to Client. Accenture may at its discretion agree to develop and/or provide modifications to the Software for new SAP releases based on S/4 HANA or ERP Central Component (ECC) ("Modifications for SAP releases") and make these available to the Client in a Software Update. Modifications for SAP releases shall only be provided for SAP retrospective releases and corrections for the HR components supported by SAP in that year.

2.3 Client acknowledges that Accenture may use one of its affiliates or a third party as a subcontractor for some of the Maintenance Services. An affiliate of Accenture means any entity, whether incorporated or not, that controls, is controlled by, or is under common control with Accenture. Accenture shall be responsible for the acts and omissions of its subcontractors in performing the Maintenance Services, to the same extent as if such acts or omissions were by Accenture.

2.4 The Maintenance Services will be provided in English. Where possible and at Accenture's option, they may instead be provided in the local language of the Client.

2.5 As part of the provision of the Maintenance Services, Client agrees to receive from Accenture, communications via email, telephone and other formats. Client is deemed to have consented to receive certain communications that are considered an essential part of the Maintenance Services, including but not limited to communications concerning an error or other technical issue and the availability of Updates.

3. FEES AND PAYMENT. Accenture will invoice Client for the license and Maintenance Services fees specified in the applicable Order Form. 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 the 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.

4. INTELLECTUAL PROPERTY. Accenture and its licensors, where applicable, own all right, title and interest, unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, know-how and other trade secret rights, and all other intellectual property rights, including derivatives, modifications, and enhancements thereof in all forms anywhere in the world ("Intellectual Property Rights"), in and to the Accenture Software and Maintenance Services and any suggestions, enhancement requests, feedback, or recommendations provided by Client or any other Party relating thereto. The Software may also contain third-party open source components separately licensed under an open source license made available to Client with the Software. The Agreement does not convey to Client any rights in or related to the Software or the Maintenance Services or the Intellectual Property Rights owned by Accenture except as explicitly provided in the Agreement.

5. CONFIDENTIALITY. Each Party may have access to information (in any form) that relates to the other party's past, present, and future activities including research, development, business activities, products, services, processes, and technical knowledge, which is identified by the disclosing Party as confidential or reasonably understood to be confidential ("Information"). Information may only be used by the receiving Party consistent with the rights and obligations of the Agreement. Information includes the Software and any related documentation made available to Client. The receiving Party agrees to protect the Information of the disclosing Party in the same manner that it protects its own similar confidential information, but in no event using less than a reasonable standard of care. Access to the Information will be restricted to Accenture and Client personnel (including such personnel employed by their affiliates) and subcontractors with a need to use such Information pursuant to the parties' rights and obligations under the Agreement, provided such parties are bound by substantially similar obligations of confidentiality and are not Accenture's competitors. Accenture's competitors shall have the meaning any person or entity engaged in the business of selling and or licensing software products and services of the same kind and in the same market of Accenture's Human Capital Management products offering. Accenture may retain and use 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 the Agreement will prohibit or limit either party's use of Information (i) previously known to it without an obligation not to disclose such information, (ii) independently developed by or for it without use of 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 the Agreement.

6. LIMITED WARRANTY

6.1 Limited Warranty. Accenture warrants that (i) for a period of sixty (60) days from commencement of the initial license term defined in the related Order Form ("Warranty Period") the Software as delivered will materially conform

to Accenture's technical documentation made available for download or provided with the Software; and (ii) the Maintenance Services will be performed in a good and workmanlike manner. The warranties set forth in this Section are contingent upon Client's use of the Software in compliance with this Agreement and Client notifying Accenture of any such non-conformance during the applicable Warranty Period.

6.2 Remedy. Accenture will use commercially reasonable efforts to correct any non-conformance of the Software with the above warranty., If Accenture is unable to correct non-conformance of the Software as provided in 6.1 (i) above, Client will have the option as its exclusive remedy, to: (a) continue to use the Software pursuant to the terms of the Agreement, or (b) terminate the Agreement and receive a refund of the license fee paid thereunder. As Client's exclusive remedy for any breach of the limited Maintenance Services warranty set forth in Section 6.1 (ii) above, Accenture will re-perform the Maintenance Service not in compliance with such limited warranty brought to Accenture's attention within thirty (30) days of Accenture's performance of such service.

6.3 No Other Warranties. THE WARRANTIES SET FORTH IN THIS SECTION 6 ARE THE ONLY WARRANTIES CONCERNING THE MAINTENANCE SERVICES, ANY SOFTWARE OR MATERIALS, OR THE AGREEMENT, AND ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESS OR IMPLIED, TO THE EXTEND PERMITTED BY LAW, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, NON-INFRINGEMENT, INTERFERENCE WITH ENJOYMENT OR OTHERWISE. NO WARRANTY IS MADE THAT USE OF THE SOFTWARE WILL BE UNINTERRUPTED, ERROR FREE, OR THAT ANY ERRORS OR DEFECTS IN THE SOFTWARE WILL BE CORRECTED, OR THAT THE SOFTWARE'S FUNCTIONALITY WILL MEET CLIENT'S REQUIREMENTS. CLIENT ACCEPTS RESPONSIBIILTY FOR ITS DATA AND THE SELECTION OF THE SOFTWARE TO ACHIEVE ITS INTENDED RESULTS.

7. INDEMNITY. Accenture will defend the Client, its parents, subsidiaries, affiliates, successors, and their directors, officers, employees, agents and representatives (collectively the "Indemnified Parties"), from and against any and all third party claims, demands, lawsuits, judgments, fines, and penalties (including interest thereon and court costs) caused by a claim that the Software maintained pursuant to the Maintenance Services ("Indemnified Claims") (i) infringes a third party's copyright, trademark or patent existing in the Permitted Territory of Use of the Software as of the date of delivery of such Software or (ii) misappropriates a third-party's trade secret. Accenture will have no liability, however, to any Indemnified Party to the extent the alleged infringement or misappropriation was caused by: (I) modifications to the Software; (II) use of the Software in combination with any hardware or software not delivered by Accenture under the Agreement or specified in the technical documentation for the Software; (III) the failure of an Indemnified Party to implement corrections or enhancements to the Software made available by Accenture; (IV) use of the Software not explicitly authorized under the Agreement. If any Software is, or in Accenture's opinion is likely to be, held to be infringing, Accenture will at its expense and option either: (i) procure the right for Client to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing, or (iv) direct the return of the Software and refund to Client the license fees paid for such Software reduced on a pro-rated basis by 20% of the original license fee amount for each year since the Effective Date of the Order Form. This section sets forth the sole and exclusive remedies for Indemnified Claims. To receive the benefits of this provision, the Indemnified Party must promptly notify the Indemnifying Party in writing of any eligible claim or demand and provide the Indemnifying Party reasonable cooperation and full authority to defend or settle same provided that such settlement does not impose any obligation (monetary or otherwise) on the Indemnified Party without its consent.

8. LIMITATION OF LIABILITY. EXCEPT FOR A BREACH BY EITHER PARTY OF: (A) THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; (B) ITS INDEMNIFICATION OBLIGATIONS; OR (C) ITS PAYMENT OBLIGATIONS, EACH PARTY'S OR THEIR RESPECTIVE AFFILIATES' SOLE LIABILITY TO THE OTHER FOR ANY AND ALL CLAIMS RELATING TO (i) THE SOFTWARE LICENSE SHALL BE LIMITED IN THE AGGREGATE TO THE LICENSE FEES PAID BY CLIENT UNDER THAT SOFTWARE LICENSE AS STIPULATED IN THE ORDER FORM, AND (ii) THE MAINTENANCE SERVICES AS STIPULATED IN THE ORDER FORM SHALL BE LIMITED IN THE AGGREGATE TO THE MAINTENANCE SERVICES FEES PAID BY CLIENT THEREUNDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE ON WHICH THE FIRST EVENT OCCURRED ALLEGEDLY GIVING RISE TO DAMAGES. EXCEPT FOR A BREACH BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION OR LOST PROFITS OR SAVINGS.

9. TERM AND TERMINATION.

9.1 The terms of respectively the Software License and the Maintenance Services are identified in the applicable Order Form. Either Party may (i) terminate the Agreement for material breach upon thirty (30) days written notice identifying specifically the basis for such notice unless the Party receiving the notice cures such breach within the thirty (30) day period; or (ii) upon written notice to terminate if the other Party enters bankruptcy proceedings, becomes insolvent, or otherwise becomes unable to meet its obligations under the Agreement.

In addition to other available remedies, Accenture may suspend Maintenance Services to Client if the Maintenance Services fees are more than thirty (30) days overdue.

Where Accenture is providing Maintenance Services for more than one product, then either Party may, upon serving the other Party with at least three (3) months written notice prior to the end of the initial term or a renewal term, partially terminate the Maintenance Services in respect of just one or more of those products. The partial termination in respect of such Product(s) shall apply with effect from the expiry of the then current Maintenance Services Term but shall not affect the obligations herein in respect of any remaining products.

9.2 In the event the Agreement is terminated, both parties will destroy or return all Information of the other Party (except as required for its internal recordkeeping requirements or as permitted by Section 5). Client shall immediately cease all activities authorized hereunder, pay all sums due, and certify in writing destruction or return of all copies of the Software. All provisions of the Agreement related to confidentiality, indemnities, intellectual property ownership and protection, limits of liability, or which are by their nature intended to survive the expiration or termination of the Agreement will survive such expiration or termination.

10. GENERAL

10.1 Assignment. Client may not assign or transfer the Agreement or any of its rights or obligations hereunder, including by operation of law, without the prior written consent of Accenture, and any attempt to do so shall be null and void.

10.2 Compliance with Laws. Each Party will retain responsibility for compliance with all laws and regulations applicable to their respective businesses. Each Party will comply with applicable export control and sanctions laws with respect to the export or re-export of 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, Client will provide written notice to Accenture specifying the nature of the controls and any relevant export control classification numbers. Client shall be solely responsible for its use of the Software and documentation and shall ensure that Client complies with any data protection laws applicable to data involved in its business including, without limitation, personal data. Client is responsible for determining if the receipt and use of the Maintenance Services and Software comply with applicable laws, regulations, or industry standards. Client agrees that the Software and documentation are not designed to achieve or contribute to Client's compliance with these or other laws or regulations of any jurisdiction, including the specified territory.

10.3 Data Protection. Accenture and Client each shall maintain an information security program including reasonable administrative, technical and physical measures designed to secure and protect the confidentiality of data while in such party's possession against unauthorized, unlawful or accidental access, disclosure, or transfer. The parties agree that (i) Accenture is not required for the purposes of the Agreement to access or process any Client Personal Data and Client agrees not to make any such data available to Accenture, (ii) if Client inadvertently provides Accenture with access to Client Personal Data, Accenture shall use reasonable measures to protect such Client Personal Data in its possession until it can be returned or destroyed following Client's instruction, (iii) Client shall remedy the situation that gave rise to such inadvertent disclosure, (iv) As long as Accenture has acted in compliance with the above, Accenture shall have no liability to the Client with regards to any breach or loss in relation to such Client Personal Data.

Notwithstanding the above, Client acknowledges that data regarding Client or Client's employees, contractors, directors or officers may have been collected or received by Accenture in the ordinary course of business for the sole purposes of delivering the Software, answering support requests, managing and maintaining a business relationship, such as a name, title, business address, email address or telephone number ("Client's Business Contact Information"). Client hereby authorizes and on behalf of itself and its employees, contractors, directors, or officers, the transfer of such Client's Business Contact Information by Accenture, its affiliates and contractors to any country where Accenture, its affiliates and contractors operate and for the sole purposes of delivering the Software, answering support requests, managing and maintaining a business relationship.
Each party's liability with regards to this section 10.3, including for their respective affiliates, is subject to the limitations set forth in section 8 of the GTC.

10.4 Dispute Resolution, Governing Law and Jurisdiction. The parties will make good faith efforts to first resolve internally within thirty (30) days any dispute, including over an invoice, relating to the Agreement by escalating it to higher levels of management. If Client withholds an amount more than sixty (60) 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 Order Form.

10.5 Requirements for Accenture HCM Applications on SAP Cloud Platform. If the Software is an Accenture HCM Application on SAP Cloud Platform, Client is responsible (i) for obtaining and maintaining all hardware, software (including the SAP Cloud Platform and SAP SuccessFactors, hereafter the "Platform") and communications equipment, and co-location space necessary to access and use the Software installed on the Platform, and for paying all third-party access charges (e.g., ISP, telecommunications) incurred while using the Software, (ii) for implementing all Software updates on the Platform except as expressly agreed in a separate services agreement between Accenture and the Client, (iii) for maintaining control over, and the confidentiality of, all end user IDs, usernames, passwords, and other access credentials for the Software, plus for all use of the Software by those who have access to the Software through Client (directly or indirectly), (iv) for the compliance with the data privacy laws related to the acts or omissions of third parties, including SAP SE and/or Client, neither for any Client Personal Data provided on the Platform, (v) for taking steps to maintain appropriate security, protection and back up of the data (including Client Personal Data), content or resources that Client or its authorized users creates, transmits or displays via the Software on the Platform (hereafter, the "Client Content"), (vi) for the Client Content and for the consequences that may be linked to that Client Content. Client acknowledges that it has been advised of and can comply with all minimum networking, hardware, software, firewalls and/or environmental conditions, and communications requirements applicable to the Software. Accenture shall have no responsibility related to Client's relationships with third parties, including SAP, and/or if in any event Client does not fulfill its obligation to obtain and maintain the requirements necessary to access and use the Software. Client agrees that its access to the Platform and SAP ERP Human Capital Management is governed by its relationships with SAP, and not Accenture. Client acknowledges that access and use of the Software is dependent on third party providers, including SAP, and Accenture can make no guarantee that any given end user will be able to access the Software at any given time. There are also no assurances given that access to the Software will be available at all times or be uninterrupted, and Accenture shall not be liable to Client or to any third party for failure of accessibility to the Software, including failures of the Internet or for other causes beyond Accenture's reasonable control.

10.6 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).

10.7 Notices. Any notice or other communication provided under the Agreement will be in writing, addressed to such Party at the address set forth herein, or upon electronic delivery by confirmed means.

10.8 Relationship of the Parties. Nothing in the Agreement is to be construed as creating an agency, partnership, or joint venture relationship between the parties hereto.

10.9 Audit Rights. Upon request by Accenture, Client shall audit and certify to Accenture that its use of the Software and documentation complies with the Agreement. Accenture reserves the right once every twelve (12) months, upon reasonable prior notice and during normal business hours, to audit usage of the Software and documentation to verify Client's compliance with this Agreement. Accenture may repeat the audit if non-compliance is found.

10.10 Construction of the Agreement. The Agreement sets forth the entire understanding between two sophisticated business entities with legal counsel as to its subject and supersedes all prior agreements, conditions, warranties, representations, arrangements and communications, including purchase orders issued by Client, whether oral or written, and whether with or by Accenture, any of its affiliates, or any of their employees, officers, directors, agents or shareholders. Each Party acknowledges that it entered into the Agreement solely based on the agreements and representations contained herein, and has not relied upon any representations, warranties, promises, or inducements of any kind, whether oral or written, and from any source. If a court of competent jurisdiction finds any term of the Agreement to be invalid, illegal or otherwise unenforceable, such term or provision will not affect the other terms of this Agreement and will be deemed modified to the extent necessary, in the court's opinion, to render such term enforceable while preserving to the fullest extent permissible the intent and agreements of the parties set forth in this Agreement. No waiver or modification of any provision of the Agreement will be effective unless it is in writing and signed by the Party against which it is sought to be enforced. The delay or failure by either Party to exercise or enforce any of its rights under this Agreement is not a waiver of that party's right to later enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right. There are no third-party beneficiaries to the Agreement. In the event of a conflict between these GTC and an Order Form, the Order Form controls for purposes of that Order Form only.

10.11 Federal Use. If Client is a US government entity or if Client's customers are US government entities, the Software licensed under the Agreement shall be "commercial computer software" as that term is defined in 48 CFR 2.101, and all U.S. government end users shall acquire the Software with only those rights set forth in the Agreement, in accordance with 48 CFR 12.212(b) and/ or 48 CFR 227.7202-1(a) and 48 CFR 227.7202-4, as applicable. If Client is not a US government entity and Client's customers are not US government entities, this provision is not applicable, and Client represents that (i) neither Client nor its customers are US governmental agencies and (ii) Client is not acquiring the License pursuant to a US governmental contract or with US government funds.

10.12 Other Services.Accenture may provide training, on-site support, implementation, integration, configuration, customization and other services not explicitly set forth in the Agreement provided the parties have executed a separate mutually agreed professional services agreement which shall exclusively govern such services.