GENERAL TERMS AND CONDITIONS FOR ACCENTURE SOFTWARE FOR HCM AND CLOUD ERP TOOLS AS-A-SERVICE ("GTC")

The capitalized terms as used in these GTC shall have the meanings set out in Exhibit A (Definitions) to these GTC or in the applicable Service Order. 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, 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 the Permitted Purpose only.

1.2 Client agrees that it shall not license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit the SaaS Services, or make them available for access or use by any third party (unless permitted herein), including by means of operating a service bureau, outsourcing or time-sharing service.

1.3 Client shall be solely responsible for (i) determining the suitability of the SaaS Services for its purposes and those of its Authorized Users and (ii) ensuring that Client's or its Authorized Users' use of the SaaS Services shall not exceed any restrictions contained in the Agreement. In particular, the Client shall ensure that (i) the maximum number of Authorized Users, Master Records and Migration Objects that it authorises to access and use the SaaS Services with shall not exceed the number of Authorized Users, Master Records and Migration Objects it has purchased from time to time as set out in a Service Order, and (ii) it will not allow or suffer any Authorized User account to be used by more than one individual Authorized User unless it has been reassigned in its entirety to another individual Authorized User, in which case the prior Authorized User shall no longer have any right to access or use the SaaS Services.

1.4 Client is responsible for all use of the SaaS Services by those who have access to them through Client's user credentials, 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. Furthermore, Client will ensure that each Authorized User shall keep a secure password for their use of the SaaS Services, and such password shall be changed no less frequently than monthly.

1.5 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 before introduction to the SaaS Services 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.

1.6 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. 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, outputs 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, discriminatory, vulgar, obscene, libelous, invasive of another's privacy or right of publicity, hateful, or racially, ethnically or otherwise objectionable; (v)

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interfere with or disrupt any software or system used to provide the SaaS Services, or other equipment or networks connected to the PaaS.

1.7 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.

1.8 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 ("Third Party Pre-Requisites"), including paying any applicable third-party fees and charges associated to such Third Party Pre-Requisites. 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.

1.9 If any Client's obligations are not performed, it may impact Accenture's delivery of the SaaS Services and Accenture will have no liability with respect to its inability to deliver the SaaS Services resulting from Client's failure to perform any Client's obligations.

2 ACCENTURE'S RIGHTS AND OBLIGATIONS

2.1 Accenture shall provide the SaaS Services in accordance with an executed Service Order. Accenture will also provide support (as defined in the Support Policy for Accenture HCM Software and ERP Tools as a Service).

2.2 Any additional service shall be provided by Accenture to Client under a separate service agreement. In particular, any training, implementation or system integration services related to the SaaS Services shall be regulated by a separate service agreement and are not subject to the terms and conditions of the 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, as further described in the Data Privacy Terms for Accenture Software for HCM and Cloud ERP Tools Services.

2.4 Accenture may need to apply updates or make changes to the SaaS Services that it is providing pursuant to any Service Order, provided always that Accenture shall not be entitled to apply such updates or other changes in a manner that would make the SaaS Services non-conforming with the applicable Documentation, or otherwise materially diminish the scope or the quality of the service provided, unless such changes are: a) necessary for Accenture to comply with any applicable laws or regulations, or b) implemented by the PaaS provider (e.g. SAP). Accenture will notify the Client reasonably in advance of any planned changes to the SaaS Services that have any material impact on Client's access to or use of the relevant SaaS Services.

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.

2.6 Client hereby acknowledges, accepts and agrees that Accenture may have to suspend Client's and/or its Authorized Users' right to access or use all or any portion of the SaaS Services, or remove any relevant Client Content as described below: (i) where such access or use, or any Client Content (x) poses a security risk to or may otherwise adversely impact the SaaS Services or (y) 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 (ii) where Accenture is required to do so under any applicable laws, or any court's or governmental body's order.

2.7 When allowed under the applicable laws and if otherwise reasonable under the circumstances (as determined by Accenture in its discretion), Accenture shall provide Client with a written notice prior to such suspension, and an opportunity to take steps to avoid any such suspension. Any suspension of Client's or its Authorized Users' right to access or use the SaaS Services shall not release the Client from its obligations under the Agreement, including any obligation of paying the fees. Accenture's suspension right is in addition to Accenture's right to terminate the Agreement pursuant to Section 9 hereunder.

2.8 Upon Client's request, Accenture will provide Client with either a certification as to compliance of the Cloud Services with ISO 27001 or other standards, or a valid ISAE3402 and/or ISAE3000 or other SOC1-3 attestation report, to the extent Accenture is allowed to do so by its Cloud Vendor at the date of Client's request. Accenture shall also perform Penetration Testing (i.e., web application vulnerability scanning) of the SaaS Services on a regular basis. In case Client wants to perform itself Penetration Testing of the SaaS Services, it shall be on its own cost and subject to a prior request in writing sent to Accenture that will document

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in details (i) the methods and tools that are planned to be used by Client, (ii) the elements that Client would like to test, (iii) the frequency and duration of the test. Client acknowledges that such a request may not be approved by the Cloud Vendor and therefore it may not be approved by Accenture. In case the request is approved, Client will then discuss with Accenture about the results of the Penetration Testing to agree on their qualification and on the reasonable measures that may need to be implemented.

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. In particular, Client has collected, shall maintain and handle all Personal Information contained in Client Content in compliance with all applicable data privacy and protection laws, rules and regulations.

3.3 Client authorizes Accenture to process its Personal Information in accordance with the Data Privacy Terms for Accenture Software for HCM and Cloud ERP Services.

3.4 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 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. Accenture may: (i) use usage patterns, trends, statistics, feature interactions, back-end system performance, and other data derived from use of the SaaS Services (but not Client Content itself) and associate such data with Client organization's legal entity name (together "Statistical Data"), for internal analysis purposes and developing or improving the SaaS Services and other Accenture products and services (for clarity, Accenture shall not collect or use, as part of the Statistical Data, any data that could identify individuals or any personal information whatsoever), and (ii) provide Statistical Data to the Cloud Vendor regarding Client's use of the PaaS, subject to the Cloud Vendor's obligations of confidentiality, for Cloud Vendor's use to improve its cloud infrastructure services.

3.5 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 limitations, 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 Client shall pay the fees specified in the Service Order. Fees are stated exclusive of all applicable duties, tariffs, and taxes. Unless otherwise specified in the Service Order, fees will be due and payable 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 SaaS Services, the Documentation and into 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 WARRANTIES AND EXCLUSIONS

6.1 Accenture warrants that the SaaS Services provided to Client pursuant to the Agreement will comply in all material respects with the Documentation. This warranty shall not apply where: (i) the Client's or any

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Authorized User's access or use of the SaaS Services is not in accordance with the Agreement, the Documentation or with Accenture's instructions; (ii) modification or alteration of the SaaS Services or any systems, software or other content or materials embodied therein is made by any party other than Accenture or the Cloud Vendor; or (iii) the SaaS Services are being provided free of charge, or as a trial, evaluation, POC, pre-release or as a beta release.

6.2 Client shall provide Accenture with prompt written notice of any non-conformity of the SaaS Services, sufficiently describing such non-conformity, no later than within thirty (30) days of the appearance or Client's discovery of such non-conformity.

6.3 In such event, Accenture will use commercially reasonable efforts to correct any such non-conformity. In the event Accenture is unable to correct such non-conformity by exercising commercially reasonable efforts for a reasonable period, either Party may terminate the Agreement on written notice to the other Party in which case as Client's sole and exclusive remedy, Accenture will provide a pro-rated refund of any pre-paid Fees for periods after the effective date of termination.

6.4 Accenture shall provide the SaaS Services by using good industry practice virus protection software to detect and mitigate Viruses in the SaaS Services (separate from the Client Content) that could disrupt the proper operation of the systems used in the provision of the SaaS Services.

6.5 **Disclaimer.** THE WARRANTIES SET FORTH IN THIS SECTION 6 ARE THE ONLY WARRANTIES CONCERNING THE SAAS SERVICES OR THIS AGREEMENT MADE BY ACCENTURE, AND ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SAAS SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING CLIENT CONTENT OR THIRD PARTY COMPONENTS OR CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, AND INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. EACH PARTY, ITS AFFILIATES AND ITS LICENSORS DISCLAIM ALL, AND THE OTHER PARTY AGREES THAT IT IS NOT ENTITLED TO ANY EQUITABLE OR IMPLIED INDEMNITIES. THESE DISCLAIMERS SHALL ONLY APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

7 INDEMNITY

7.1 Accenture will defend Client, its parents, subsidiaries, affiliates, successors, and their directors, officers, employees, agents and representatives (its "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 brought against Client by any third party (that is not an Indemnified Party) that Client's use of the SaaS Services, in accordance with the terms and conditions of the Agreement, constitutes a direct infringement of a patent issued in the territory stipulated in the Service Order as of the "Effective Date" stipulated in the Service Orde, copyright, or trade secret of any third party.

7.2 Accenture will have no obligations or liability under Section 7.1 for any claims to the extent arising from:

7.2.1 Client Content;

7.2.2 Client's or any Authorized User's use of the SaaS Services after Accenture has notified Client, in accordance with the Agreement, to discontinue such use and Client have been afforded a reasonable opportunity to discontinue such use;

7.2.3 any unauthorized modification or unauthorized use of the SaaS Services where infringement or misappropriation would not have occurred but for such unauthorized modification or unauthorized use;

7.2.4 any use of the SaaS Services, or any other act, by Client or an Authorized User, that is in breach of the Agreement, where the infringement or misappropriation would not have occurred but for the breach;

7.2.5 any claim of wilful infringement adjudicated against anyone other than Accenture and its affiliates or Cloud Vendor;

7.2.6 any combination(s) of the SaaS Services with any other product, service, software, content, data or method not supplied or instructed by Accenture; or

7.2.7 a free (no fee) or trial, evaluation, POC, pre-release or beta release of the SaaS Services.

7.3 If any portion of the SaaS Services are, or in Accenture's opinion are likely to be, held to be infringing, Accenture may choose (at its election and expense) to: (a) procure the rights to use the item alleged to be

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infringing; (b) replace the alleged infringing portion with a non-infringing equivalent; or (c) modify the alleged infringing portion to make it non-infringing while still providing substantially the same level of functionality. If Accenture determines the actions from this Section (a) to (c) are not commercially reasonable, Accenture may immediately terminate Client's access to the SaaS Services.

7.4 Client shall (i) defend (at its sole expense) Accenture and its Indemnified Parties and licensors 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 brought against Accenture by any third party (that is not an Indemnified Party or licensor) arising from or related to (a) any use of SaaS Services by Client or its Authorized Users in violation of any applicable law or regulation; or (b) any allegation that the Client Content violates applicable laws, or infringes or misappropriates the rights of a third party; or (c) Client's or its Authorized Users' use of the SaaS Services or other act in violation of this Agreement or the relevant Service Order. The foregoing shall apply regardless of whether such damage is caused by the conduct of Client and/or its Authorized Users or by the conduct of a third party using Client's or an Authorized User's access credentials where Client has negligently chosen or negligently made the credentials available.

7.5 Client will have no obligations of liability under Section 7.4 for any claims arising from:

7.5.1 Client Content after Client has notified Accenture, in accordance with the terms of the Agreement, to delete the Client Content from the SaaS and Accenture has been afforded a reasonable opportunity to do so; or

7.5.2 any unauthorized access or use of the Client Content by Accenture that is in breach of the Agreement, where the infringement or misappropriation would not have occurred but for such breach.

7.6 In connection with any third party claims pursuant to Section 7.1 or 7.4, the indemnified Party (on behalf of itself or any Indemnified Party) will (a) give the indemnifying Party prompt written notice of the claim; (b) reasonably cooperate with the indemnifying Party (at the indemnifying Party's expense) in connection with the defense and settlement of such claim, and (c) grant the indemnifying Party sole control of the defense and settlement of the claim, except that the indemnifying Party may not consent to the entry of any judgment or enter into any settlement with respect to the claim without the indemnified Party's prior written consent unless the settlement or judgment is purely financial, is paid entirely by the indemnifying Party, is confidential, does not require the indemnified Party to admit to any fault or wrongdoing, and fully releases the indemnified Party from any and all further claims or causes of action relating to the subject matter of the claim. The non-controlling Party may, at its expense, participate in the defense and settlement of the claim with counsel of its own choosing. If the indemnifying Party fails to assume control within 30 days of written notice of the claim, the indemnified Party may assume control of the defense of the claim

7.7 **Exclusive Remedy**. THIS SECTION CONSTITUTES CLIENT'S SOLE AND EXCLUSIVE REMEDY AND ACCENTURE'S (AND ITS AFFILIATES') ENTIRE OBLIGATION TO CLIENT WITH RESPECT TO ANY CLAIM THAT THE SAAS SERVICES INFRINGE OR MISAPPROPRIATE THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

8 LIMITATION OF LIABILITY

8.1 EXCEPT FOR (I) BREACH OF ITS OBLIGATIONS UNDER SECTION 4 OR 7; (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 OR ACCENTURE'S LICENSORS) BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY UNDER THE AGREEMENT FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE FEES PAID UNDER A SERVICE ORDER FOR THE APPLICABLE SAAS SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE INCIDENT GIVING RISE TO LIABILITY.

8.2 TO THE EXTENT PERMITTED BY LAW, EXCEPT FOR A BREACH OF ACCENTURE'S INTELLECTUAL PROPERTY RIGHTS UNDER SECTION 5, 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

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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.

8.3 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.

9 TERM AND TERMINATION

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

9.2 Upon prior written notice to Accenture, Client may terminate this Agreement for convenience at any time, provided, that the Client pays in full prior to the effective termination date. If Client terminates 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.

9.3 Either Party may terminate the Agreement upon written notice if the other Party ceases its business operations or becomes subject to insolvency proceedings or any similar or equivalent process in any jurisdiction, and the proceedings are not dismissed within ninety (90) days, or otherwise becomes generally unable to meet its obligations under the Agreement.

9.4 In addition to any other remedies that a Party may have at Law, in equity, or under the Agreement, a Party may terminate the Agreement upon thirty (30) days' advance written notice to the other Party if the other Party commits any material breach of the Agreement and fails to cure such default (if curable) within the thirty (30) day period, including if there has been any such act or omission by Client or any Authorized User that has given Accenture the right to suspend the provision of SaaS Services in accordance with Section 2.6. In the event Accenture fails to meet the SLA as described in the Service Level Agreement for Accenture HCM Software and ERP Tools As a Service (i) for six (6) or more months during any twelve month period, or (ii) at a system availability level of at least 90% for one calendar month, Client may terminate the Agreement by providing Accenture with written notice within thirty (30) days after the failure.

9.5 In the event where the underlying contract between Accenture and the Cloud Vendor concerning the provision of the PaaS terminates, Accenture may terminate the Agreement without liability and upon prior notice to Client. In such a case, the SaaS Services subscriptions will not automatically terminate but will remain in place and Accenture will grant Client a wind-down period of six (6) months ("Wind Down Period") during which the terms and conditions of the Agreement will apply, including the fees and payment terms. During the Wind Down Period, Accenture shall provide to Client reasonable cooperation and assistance to facilitate the orderly wind down of the usage of the SaaS Services and/or to assist Client to transition to another provider. Client will pay Accenture for such assistance at Accenture's then-current time and materials rates for the applicable services (plus, travel expenses as incurred and accounted for). Any additional or reduced performance per work day shall be invoiced to the Client pro rata temporis. At the end of the Wind Down Period, when the Agreement terminates, Accenture shall do a prorated refund of any pre-paid fee for the SaaS Services which have not been utilized at this date.

9.6 Accenture may also terminate the Agreement without liability upon thirty (30) days' notice to Client or any Authorized User if termination of the Agreement is necessary to comply with applicable law or binding requests of governmental entities. This right shall imply a prorated refund of any pre-paid fee for the relevant SaaS Service at the termination date.

9.7 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.

9.8 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, upon expiration or termination of the Agreement 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) in accordance with the Data Privacy Terms for Accenture Software for HCM and ERP Tools Services.

10 CONFIDENTIALITY

10.1 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

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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 pricing contained herein to any third party unless otherwise agreed by the Parties.

11 ADDITIONAL TERMS

11.1 **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. 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 NON-Government-controlled regions of Ukraine (Crimea, Donetsk, Kherson, Luhansk, and Zaporizhzhia)), 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. For the avoidance of doubt, Client shall not grant access to the SaaS Services to any individual, entity or organization which is subject to trade sanctions or embargos by the United States or any applicable jurisdiction, including any individual, entity or organization which is listed on the OFAC Specially Designated Nationals List from time to time.

11.2 **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.

11.3 **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.

11.4 **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).

11.5 **Survival**. The provisions of Sections 5, 6.5, 7, 8, 9, 10 and 11, and any other Sections which by their nature are intended to survive, will survive the termination or expiration of the Agreement.

11.6 **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.

11.7 **Variation**. The Agreement may only be changed, modified or expanded by a writing signed by both Parties.

11.8 **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.

11.9 **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

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construction or rule of law that provides that an agreement will be construed against the drafter will not apply to the Agreement.

11.10 **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.

11.11 **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.

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

11.13 **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.

11.14 **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.

11.15 **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.

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EXHIBIT A
DEFINITIONS

"**Agreement**" means these GTC, a Service Order and the documents incorporated into that Service Order (including by reference), including but not limited to the Support Policy for Accenture Software for HCM and Cloud ERP Tools As a Service, the Service Level Agreement ("SLA") for Accenture Software for HCM and Cloud ERP Tools As a Service, the Data Privacy Terms for Accenture Software for HCM and Cloud ERP Tools Services, together with any amendments duly executed by the Parties;

"**Authorized User**" means all Client personnel users authorized by Client in its SAP SuccessFactors or ERP productive instance as may be further detailed in the applicable 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, as described in the Sever Location section of the applicable Service Order;

"**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;

"Permitted Purpose" has the meaning given to such term in the Service Order.

"**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;

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(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.

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