



## ACCENTURE TERMS AND CONDITIONS

Revision Date: April 5, 2022

These Terms and Conditions (“**Terms and Conditions**”) are entered into by and between Accenture and Client as of the Effective Date set forth in the Order Confirmation. Unless otherwise set forth in the Order Confirmation, each Order Confirmation executed between Accenture and Client is subject to the then-current version of the Agreement.

### 1. DEFINITIONS.

Capitalized terms shall have the meanings set forth below:

“**Accenture**” means the Accenture entity named in the Order Confirmation and/or its Affiliates.

“**Acceptable Use Policy**” means Accenture’s Acceptable Use Policy for the applicable Service(s) published by Accenture at <https://www.accenture.com/us-en/support/security/legal-terms> (or successor URL).

“**Agreement**” means, collectively, the Order Confirmation, the Service Description for the Service(s) set forth in the Order Confirmation and these Terms and Conditions, in that order for precedence.

“**Affiliate(s)**” means an entity controlled by, under common control with, or controlling a party, where control is denoted by having (directly or indirectly) more than fifty percent (50%) of the voting power (or equivalent) of the applicable entity. The Service(s) may be performed by Accenture or any of its Affiliates.

“**Business Contact Information**” means contact information (such as name, title, business mailing addresses, email address, or phone number) regarding the other party’s employees, contractors, clients, suppliers, as well as other persons interacting with a Service(s), which has been collected or received by a party in the ordinary course of business for the purpose of maintaining a business relationship as further described in these Terms and Conditions.

“**Client**” means the individual, the company or legal entity named in the Order Confirmation.

“**Client Data**” means all data and any information that Client provides or authorizes access to, or inputs into the Service(s), including, but not limited to, Network Data and Client Personal Data.

“**Client Personal Data**” means Client-owned or controlled personal data provided by or on behalf of Client to Accenture or an Accenture Affiliate or subcontractor for processing in connection with the Service(s). Unless prohibited by applicable Data Protection Laws, Client Personal Data shall not include information or data that is anonymized, aggregated, de-identified and/or compiled on a generic basis and which does not name or identify a specific person.

“**Data Protection Laws**” means all applicable data protection and privacy laws, as amended and replaced from time to time, that apply to the processing of personal data for a particular Service(s), including, as applicable, the EU General Data Protection Regulation 2016/679 (“**GDPR**”), the Federal Data Protection Act of 19 June 1992 (Switzerland), the UK Data Protection Act 2018 (DPA 2018) and the UK General Data Protection Regulation (“**UK GDPR**”), and any US state or federal laws or regulations relating to the collection, use, disclosure, security or protection of personal data, or to security breach notification, e.g., the California Consumer Privacy Act of 2018 (“**CCPA**”) and the California Privacy Rights Act of 2020 (“**CPRA**”).

“**Fees**” means the fees payable by Client for the Service(s) as further set forth in these Terms and Conditions.

“**Information Security Incident**” means a breach of Accenture’s security leading to the accidental or unlawful destruction, loss, alteration or unauthorized acquisition, disclosure, misuse or access to unencrypted Client Personal Data transmitted, stored or otherwise processed by Accenture. The foregoing does not include any of the following where there has been no unauthorized access to Client Personal Data: (a) pings and other broadcast attacks on firewalls or edge servers; (b) port scans; (c) unsuccessful log-on attempts; (d) denial of service attacks; (e) packet sniffing (or other unauthorized access to traffic data that does not result in access beyond IP addresses or headers); or (f) similar incidents.

“**Meter**” means the applicable unit(s) of measurement by which Accenture offers the Service(s), if applicable, as set forth in the Service Description.

“**Order Confirmation**” means a services order confirmation and/or statement of work that confirms the Client’s purchase of its Subscription to the Service(s). The specific quantity and Meter applicable to the Service(s) purchased by Client shall be as set forth in the Order Confirmation.

“**Network Data**” means data that Accenture or its Affiliates process, collect, retain and use in order to configure the Service(s), to provide the Service(s), and/or in connection with Client’s use of and access to the Service(s), including but not limited to time of transaction, User IP address, username, URL, URL category, status (success or error), file type, filter result (allowed or denied), virus ID, and other metadata (e.g. browser software used), and any other network traffic (and related data) sent to or received from Client through use of and access to the Service(s), in detail and/or in an aggregated form.



**“Service(s)”** means the Service(s) purchased by Client (as set forth in the Order Confirmation), and provided or managed by Accenture, or its Affiliates, including any Service Component(s), and for which the Service Description is published together with these Terms and Conditions at [www.accenture.com/us-en/support/security/legal-terms](http://www.accenture.com/us-en/support/security/legal-terms) (or successor URL).

**“Permissions”** mean all necessary consents, permissions, as well as notices and authorizations necessary for the processing and onward transfer by Accenture of Client Personal Data which is required to perform the Service(s), including the transfer of Client Personal Data outside of the country of origin and any of the foregoing, as applicable, from Client employees or third parties; valid consent from or notice to concerned data subjects; and authorizations from regulatory authorities, employee representative bodies or other competent third parties.

**“Service Component(s)”** means certain enabling software and/or hardware peripheral(s) and associated documentation which may be provided by Accenture as an incidental part of the Service(s).

**“Service Description”** means Accenture’s description of the Service(s)’ features, including, but not limited to, any service-specific additional terms and requirements, and any accompanying service level agreements published by Accenture at <https://www.accenture.com/us-en/support/security/legal-terms> (or successor URL).

**“Subscription”** means, a fixed term right to access, use and/or benefit from the Service(s) during the Subscription Term subject to the terms of the Agreement.

**“Sub-processors”** means the Accenture Affiliates, other than the Accenture contracting entity set out in the Order Confirmation, and the third parties authorized under the terms of the Agreement to have access to and process Client’s Personal Data in order to provide a portion of the Service(s).

**“Subscription Term”** means the period of time for which a Subscription is valid, as set forth in the Order Confirmation.

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

## 2. USE OF SERVICE(S).

**2.1 Delivery; Right to Modify.** Accenture will perform the Service(s) in accordance with the Agreement. Accenture may modify the Service(s) and/or the corresponding Service Description at any time: (i) due to changes in applicable laws or industry standards; and (ii) for any other reason, if the modification does not materially reduce the level of performance, functionality, security or availability of the Service(s) during the Subscription Term.

**2.2 Internal Use/Client Affiliates.** Client’s Subscription to access and use the Service(s) and/or a Service Component(s) during the Subscription Term is on a limited, non-exclusive, non-transferable basis, solely for Client’s internal business purposes and strictly in accordance with the terms of the Agreement, including without limitation: (i) use of the Service(s) and/or a Service Component(s) in accordance with the Acceptable Use Policy; and (ii) use of the Service(s) up to the Meter amount for which Client purchased such Service(s) (as set forth in the Order Confirmation). In the event of non-compliance with the foregoing by Client, Accenture reserves the right to suspend all or part of the Service(s) during such non-compliance or terminate the affected Service(s) in accordance with these Terms and Conditions

**2.3 Restrictions.** Client shall not, and may not cause or permit others to: (i) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish or copy any part of the Service(s) and/or a Service Component, unless permitted by applicable law for interoperability purposes; (ii) access or use the Service(s) and/or a Service Component to build or support, directly or indirectly, products or services competitive to Accenture; or (iii) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Service(s) and/or a Service Component to any third party except as permitted by the Agreement.

**2.4 Client Configurations.** Client shall provide Accenture with information reasonably required to allow Accenture to provision and deliver the Service(s) or Accenture’s delivery of the Service(s) may be delayed or prevented. Client acknowledges and agrees that Client is solely responsible for selecting Client configurations and assuring that the selection conforms to Client’s policies and procedures and complies with all applicable laws and regulations in jurisdictions in which Client is accessing the Service(s). Delivery of the Service(s) does not include Client configurations, nor policies and procedures implemented and set by Client that are available during the Subscription Term. Client assumes full responsibility to back-up and protect Client Data against loss, damage, or destruction.

**2.5 Client Obligations.** Client is solely responsible for obtaining all approvals, consents and Permissions required by any third parties or applicable law to use the Service(s). Accenture is not in default of its obligations if it cannot provide the a Service(s) if approvals, consents or Permissions have not been obtained or any third party or applicable law otherwise prevents Accenture from providing the Service(s). Client is responsible for its account information, passwords and other login credentials and must notify Accenture immediately of any known unauthorized possession or use of Client’s credentials.



### 3. SUBSCRIPTION TERM; TERMINATION; END OF SERVICE(S) AVAILABILITY.

**3.1 Subscription Term.** Client's Subscription Term shall commence on the '**Start Date**' and automatically end on '**End Date**' as set forth in the Order Confirmation, unless otherwise terminated by either party as set forth below.

**3.2 Termination.** A Subscription may be terminated by either party: (i) if the other party breaches any material term of the Agreement and such breach remains uncorrected for thirty (30) days following written notice; (ii) immediately, if the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or similar action for the benefit of creditors as a consequence of debt, or if the other party otherwise ceases or threatens to cease business; or (iii) as otherwise set forth in a Service Description.

**3.3 Effect of Termination.** Termination of a Subscription will be without prejudice to any rights or liabilities accrued as of the date of termination. Accenture is entitled to invoice and Client agrees to pay for all Service(s) provided up to the effective date of termination, and all invoices shall become immediately due and payable on the effective date of termination. Any provision of the Agreement which is intended to survive expiration or termination of a Subscription will survive, including, without limitation, confidentiality, restrictions on use of intellectual property, indemnity, limitations on liability and disclaimers of warranties and damages, governing law, and Client payment obligations accrued prior to termination.

**3.4 End of Service(s) Availability.** Accenture will provide twelve (12) months' notice of the last date of the availability of the Service(s), unless a shorter period is set forth in a Service Description. Accenture will provide such notification to Client's reseller, then-current business or technical contact, or by publication on the administrator portal for the Service(s), as applicable. Once the Service(s) is no longer available, Client will no longer have access to or use of the Service(s).

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

If Client ordered the Service(s) from an authorized reseller, then all provisions related to pricing, invoicing, fees, payments and taxes shall be as agreed between Client and such authorized reseller and Accenture will not be liable for any agreement between Client and any authorized reseller. Accordingly, the following terms shall only apply in the event that Client orders the Service(s) directly from Accenture:

**4.1 Invoices.** Accenture reserves the right to invoice immediately upon the execution of an Order Confirmation for the Service(s) between Accenture and Client. If Client is required to issue Accenture with a purchase order document ("**PO**"), in order for Accenture to process Client's payment of an invoice, then such PO must include sufficient detail to allow Accenture to accept and accurately fulfil Client's order for the Service(s). Any terms and conditions set forth in such PO will not be binding upon Accenture, unless expressly incorporated into the Order Confirmation. The invoicing schedule for the Service(s) will be as described in the Order Confirmation. Accenture reserves the right to begin invoicing Client, even if Accenture cannot provide the Service(s) due to Client act, omission or failure to provide required information.

**4.2 Fees and Payment.** Client will pay the Fees for its Subscription within thirty (30) days from the date of invoice unless otherwise mutually agreed to in writing by the parties. All Fees are exclusive of taxes and expenses, which are additional. If any sum is not paid by the due date, Accenture reserves the right, without prejudice to any other remedy, to: (i) charge interest on such overdue sum on a day to day basis from the due date until paid in full the lesser of one percent (1%) per month or the maximum rate permitted by applicable law; and/or (ii) suspend the provision of the Service(s) upon five (5) days prior notice, until paid in full.

**4.3 Taxes.** Client is responsible for all taxes, customs duties, import fees or other similar charges, and all other mandatory payments imposed by government entities with respect to the Service(s) or other items provided under the Agreement, excluding tax imposed on Accenture's net income and withholding taxes. Accenture will invoice applicable taxes as a separate line item. If a transaction is exempt from tax, Client will provide Accenture with a valid exemption certificate or other evidence of such exemption in a form acceptable to Accenture in advance of the applicable invoice date. If Client is required by law to withhold any tax from your payment to Accenture, Client will provide Accenture with original or certified copies of all tax payment receipts or other evidence of payment of taxes by Client with respect to transactions under the Agreement. If Client fails to provide Accenture with such tax payment receipts, if applicable, then Client will reimburse Accenture for any fines, penalties, taxes and other governmental agency charges resulting from such failure.

### 5. LIMITED WARRANTY.

Accenture warrants that its Service(s) will be performed in a good and workmanlike manner, in accordance with the Agreement. THE PRECEDING ARE THE ONLY WARRANTIES CONCERNING THE SERVICE(S), ANY DELIVERABLES OR MATERIALS OR THE AGREEMENT, AND ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, NON-INFRINGEMENT, INTERFERENCE WITH ENJOYMENT OR OTHERWISE. WITHOUT LIMITING THE GENERALITY OR APPLICABILITY OF THE FOREGOING, ACCENTURE DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICE(S) PERFORMED



UNDER THE AGREEMENT WILL: (A) DETECT OR IDENTIFY ALL SECURITY OR NETWORK THREATS TO, OR VULNERABILITIES OF CLIENT'S NETWORKS OR OTHER FACILITIES, ASSETS, OR OPERATIONS; (B) PREVENT INTRUSIONS INTO OR ANY DAMAGE TO CLIENT'S NETWORKS OR OTHER FACILITIES, ASSETS, OR OPERATIONS; (C) RETURN CONTROL OF CLIENT OR THIRD PARTY SYSTEMS WHERE UNAUTHORIZED ACCESS OR CONTROL HAS OCCURRED; OR (D) MEET OR HELP CLIENT MEET ANY INDUSTRY STANDARD OR ANY OTHER REQUIREMENTS INCLUDING THE PAYMENT CARD INDUSTRY DATA SECURITY STANDARD. THESE DISCLAIMERS SHALL ONLY APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

## 6. INTELLECTUAL PROPERTY.

Client acknowledges and agrees that the Service(s), Service Component(s) and related processes, instructions, methods, and techniques are owned by or have been developed by Accenture and/or its licensors, and that the same shall remain the sole and exclusive property of Accenture and/or its licensors. Client may not reverse engineer the Service(s) or Service Component(s). Client will not assert any rights in Accenture's intellectual property or data, including limitations provided in FAR 12.212 and DFAR Section 227-7202. Accenture will not assert any ownership rights in Client Data.

## 7. INDEMNIFICATION.

7.1 Accenture will defend, indemnify and hold Client harmless against any claims asserting that the Service(s) infringe any patent, copyright, trademark, or trade secret of a third party, and will pay any and all damages finally awarded by a court and actually paid by Client, or agreed to in a final settlement by Accenture and attributable to such claim. Accenture's obligations under this Section are subject to Client not having compromised or settled such claim and doing the following: (i) notifying Accenture of the claim in writing, as soon as Client learns of it; (ii) providing Accenture with all reasonable assistance and information to enable Accenture to perform Accenture's duties under this Section; and (iii) allowing Accenture and its Affiliates sole control of the defense and all related settlement negotiations. Notwithstanding the foregoing, Client may participate at its expense in the defense of any such claim with Client's own counsel, provided that Accenture and its Affiliates retain sole control of the claim. Client has the right to approve any settlement that affirmatively places on Client an obligation that has a material adverse effect on Client other than the obligations to cease using the affected Service(s) or to pay sums indemnified under this Section. Such approval will not be unreasonably withheld.

7.2 If the Service(s) are found to infringe, or if Accenture determines in Accenture's sole opinion that the Service(s) are likely to be found to infringe, then Accenture will either: (i) obtain for Client the right to continue to use the Service(s); or (ii) modify the Service(s) (including, if applicable, any Service Component(s)) so as to make it non-infringing, or replace it with a non-infringing equivalent substantially comparable in functionality, and in the case of infringing Service Component(s), Client will stop using any infringing version of such Service Component(s); or, if Accenture determines in its sole opinion that "(i)" and/or "(ii)" are not reasonable, Accenture may (iii) terminate Client's rights and Accenture's obligations under the Agreement with respect to such Service(s), and in such case shall refund to Client the pre-paid fees for the relevant Service(s). Notwithstanding the above, Accenture will not be liable for any infringement claim to the extent that it is based upon: (a) modification of the Service(s) other than by Accenture; (b) combination, use, or operation of the Service(s) with products not specifically authorized by Accenture to be combined with the Service(s); (c) use of the Service(s) other than in accordance with the Agreement; or (d) Client's continued use of infringing Service(s) after Accenture, for no additional charge, supplies or offers to supply modified or replacement non-infringing Service(s).

7.3 THIS SECTION STATES CLIENT'S SOLE AND EXCLUSIVE REMEDY AND ACCENTURE'S SOLE AND EXCLUSIVE LIABILITY WITH RESPECT TO CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY.

## 8. CONFIDENTIALITY.

8.1 "**Confidential Information**" means, for purposes of the Agreement, the non-public information provided by a party ("**Discloser**") to the other party ("**Recipient**") related to the business opportunities between the parties, provided that such information is: (i) identified as confidential at the time of disclosure by the Discloser, or (ii) if the initial disclosure is not in written or other tangible form, the Confidential Information will be so identified at the time of disclosure and reduced to written or other tangible form, appropriately marked and submitted by the Discloser to the Recipient as soon as reasonably practicable thereafter, but no later than thirty (30) days after disclosure. Confidential Information of Accenture shall include product architecture, product research and development plans, non-public financial data and roadmaps, whether marked as confidential or not. A Recipient may use the Confidential Information that it receives from the Discloser solely for the purpose of performing activities contemplated under the Agreement. For a period of five (5) years following the applicable date of disclosure of any Confidential Information, a Recipient will not disclose the Confidential Information to any third party. A Recipient will protect it by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication as the Recipient uses to protect its own confidential information of a like nature. The Recipient may disclose the Confidential Information to its affiliates, agents and subcontractors with a need to know in order to fulfill the purpose of the Agreement, under a nondisclosure agreement at least as protective of the Discloser's rights as this Agreement.



8.2 This Section imposes no obligation upon a Recipient with respect to Confidential Information which: (i) is or becomes public knowledge other than by breach of the Agreement; (ii) was in the Recipient's possession before receipt from the Discloser and was not subject to a duty of confidentiality; (iii) is rightfully received by the Recipient without any duty of confidentiality; (iv) is disclosed generally to a third party by the Discloser without a duty of confidentiality on the third party; or (v) is independently developed by the Recipient without use of the Confidential Information.

8.3 The Recipient may disclose the Discloser's Confidential Information as required by law or court order provided: (i) the Recipient promptly notifies the Discloser in writing of the requirement for disclosure, if legally permissible; and (ii) discloses only as much of the Confidential Information as is required.

8.4 Each party will retain all right, title and interest to such party's Confidential Information. The parties acknowledge that a violation of the Recipient's obligations with respect to Confidential Information may cause irreparable harm to the Discloser for which a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, Discloser will be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation of any or all of the provisions. Subject to the terms of the Agreement: (i) Discloser may request the return of Confidential Information; (ii) or upon termination or completion of the Agreement or any Service(s), Recipient will either return (if technically feasible to do so) or destroy the Confidential Information and upon request of Discloser, will certify such destruction. Notwithstanding the foregoing and provided that such information is protected in accordance with the terms of the Agreement, the Recipient may continue to maintain copies of Confidential Information: (a) that is included in its data backup, which will be destroyed in accordance with the Recipient's data retention policies; or (b) as required to comply with applicable law, which will be destroyed when such obligation is met.

## 9. DATA PROTECTION.

### 9.1 Roles of the Parties; Compliance with Data Protection Laws.

9.1.1 Each party will comply with the requirements of the Data Protection Laws as applicable to such party with respect to the processing of the Client Personal Data.

9.1.2 Client warrants to Accenture that Client has and will maintain during the Subscription Term all necessary rights (including lawful legal basis (as applicable)) and Permissions to provide the Client Personal Data to Accenture for the processing to be performed in relation to the Service(s), and that Client has provided all necessary notices, as required under the relevant Data Protection Laws in relation to the processing of the Client Personal Data. If Accenture is acting as a subcontractor to Client, Client warrants to Accenture that Client's instructions with respect to the Client Personal Data have been authorized by the applicable data owner/controller, including the appointment of Accenture as another processor.

9.1.3 Accenture will process the Client Personal Data only in accordance with the terms of the Agreement, unless otherwise required by applicable law.

9.1.4 Accenture is a service provider and/or processor with respect to the Client Personal Data and Client is an owner and/or controller or processor, as applicable, of the Client Personal Data.

9.1.5 Unless otherwise expressly agreed: (i) the subject matter and duration of the processing; (ii) the nature and purpose of the processing; and (iii) the type of personal data and categories of data subjects involved shall be as set forth in the applicable Service Description.

9.1.6 Accenture will promptly notify Client if Accenture determines, in its reasonable business judgment, that the continued use or provision of the Service(s) will cause Client, the controller of Client Personal Data or Accenture to be in violation of the applicable Data Protection Laws. In such event, the parties will work together in good faith to resolve such issue in a timely manner. In no event will either party be required to perform any activity that violates the applicable Data Protection Laws.

### 9.2 Disclosure and Use of Client Personal Data.

9.2.1 When providing or making available Client Personal Data to Accenture, Client will only disclose or transmit Client Personal Data that is necessary for Accenture to perform the applicable Service(s).

9.2.2 Following expiration or termination of the provision of Service(s) relating to the processing of Client Personal Data, or at Client's request, Accenture will (and will require that its Sub-processors) promptly and securely to delete (or return to Client) all Client Personal Data (including existing copies), unless otherwise required or permitted by applicable laws. Unless otherwise agreed, Accenture will comply with Client's deletion instruction as soon as reasonably practicable and within a maximum period of one hundred and eighty (180) days.

9.2.3 All Accenture personnel, including subcontractors, authorized to process the Client Personal Data shall be subject to confidentiality obligations and/or subject to an appropriate statutory obligation of confidentiality.

9.2.4 The following shall apply to the extent that the CCPA and/or the CPRA is applicable. Accenture shall: (i) not sell or share any Client Personal Data (as defined by CCPA and CPRA); (ii) not retain, use or disclose any such Client Personal Data for any purpose other than business purposes specified in accordance with the Agreement; or (iii) not retain, use or disclose such Client Personal



Data outside the direct business relationship between Accenture and Client, as set forth in the Agreement, unless otherwise required by law; (iv) not process outside the specified business purpose; (v) provide the same level of privacy protection required by the applicable obligations under CPRA for Client Personal Data received by Accenture; (v) not combine personal information of opted out customers from the Client with different sources or with data collected from its own interaction with consumer; (vii) notify the business if it can no longer meet its obligations under CPRA and will work with the business to take appropriate steps with regard to the Client Personal Data.

9.2.5 Client agrees that execution of the Agreement by Accenture shall be deemed to constitute any certification that is required under applicable Data Protection Laws to the restrictions on sale, retention, use, or disclosure of Client Personal Data.

**9.3 Security of Client Data.** Each party shall implement appropriate technical, physical and organizational security measures to safeguard Client Personal Data from unauthorized processing or accidental loss or damage, as further described in the applicable Service Description (the “**Client Data Safeguards**”). Taking into account the ongoing state of technological development, the costs of implementation and the nature, scope, context and purposes of the processing of the Client Personal Data, as well as the likelihood and severity of risk to individuals, Accenture’s implementation of and compliance with the Client Data Safeguards is designed to provide a level of security appropriate to the risk in respect of the processing of the Client Personal Data.

**9.4 Documentation, Audits and Inspections.** Accenture will make available to Client information that Client reasonably requests to demonstrate Accenture’s compliance with its obligations in this Section and will submit to Client’s reasonable audits and inspections in accordance with a mutually agreed process designed to avoid disruption of the Service(s) and protect the Confidential Information of Accenture and its other clients. As required by applicable law, Accenture shall inform Client if, in Accenture’s opinion, any of Client’s audit instructions infringes upon any applicable Data Protection Law. Client will be solely responsible for determining whether the Service(s) and the Client Data Safeguards will meet Client’s needs, including with respect to any Data Protection Laws.

**9.5 Data Subject and Supervisory Authority Requests.** As required by applicable law, and taking into account the nature of the Service(s) provided, Accenture shall provide assistance as reasonably requested:

9.5.1 with respect to Client’s obligations to respond to requests from Client’s data subjects as required under applicable Data Protection Laws. Accenture will not independently respond to such requests from Client’s data subjects, but will refer such data subjects to Client, except where required by applicable Data Protection Laws; and

9.5.2 if Client needs to provide information (including details of the Service(s)) to a competent supervisory authority, to the extent that such information is solely in the possession of Accenture or its Sub-processors.

**9.6 Data Protection Impact Assessments.** As required by applicable law and taking into account the nature of the Service(s) provided and the information available to Accenture, Accenture shall provide Client with assistance as reasonably requested with respect to Client’s obligations to conduct privacy / data protection impact assessments with respect to the processing of Client Personal Data as required under applicable Data Protection Laws.

## **9.7 Sub-processors.**

9.7.1 Client generally authorizes the engagement of Accenture’s Affiliates as Sub-processors and specifically authorizes the engagement of third parties as Sub-processors, including Accenture’s third party cloud provider(s) as set forth in the applicable Service Description. Accenture shall remain fully liable for the performance of the Sub-processors in accordance with the terms of the Agreement and shall contractually require (including via standard contractual clauses, sub-processing agreements or, with respect to Affiliates, intra-company agreements) any such Sub-processors to comply with data protection obligations that are at least as restrictive as those Accenture is required to comply with under the Agreement. In the event Accenture makes any changes or additions to the list of Sub-processors, Accenture shall provide notice of any changes or additions as set forth in the applicable Service Description. Client may object to any changes or additions to the list of Sub-processors in writing within ten (10) business days following Accenture’s notice of such changes or additions to the list of Sub-processors. In the event of such objection by Client, Accenture will work in good faith with Client to address Client’s concerns and if feasible for Accenture, Accenture shall make further adjustments at Client’s sole cost and expense. If Client’s objection is based on the proposed Sub-processor’s inability to comply with agreed data protection obligations, Client may, as a sole and exclusive remedy, object to such change by terminating the applicable Subscription upon written notice to Accenture, provided that Client provides such notice within ninety (90) days of receiving Accenture’s notice of such change or addition.

9.7.2 For avoidance of doubt and without prejudice to the rights of any data subjects, any data transfer agreements (including but not limited to any Standard Contractual Clauses approved by the competent supervisory authorities), that the parties or their Affiliates may enter into in connection with the Service(s), will be considered part of the Agreement and the liability terms set forth in these Terms and Conditions will apply to all claims arising from any data transfer agreements (including but not limited to any Standard Contractual Clauses approved by the competent supervisory authorities).

## **9.8 Cross-Border Transfers of Client Personal Data.**

9.8.1 Client hereby acknowledges and agrees that, for the purposes of performing the Service(s), Client Personal Data may be transferred outside the country where Client Personal Data originates from and that the destination countries might not provide an adequate level of protection for personal data as required by the applicable Data Protection Laws (“**Third Countries**”).



9.8.2 To protect Client Personal Data being transferred to Third Countries in connection with the provision of the Service(s), where required by applicable Data Protection Laws, Client shall execute or, as applicable, procure that the relevant Client Affiliates execute a data transfer agreement (including but not limited to any Standard Contractual Clauses for the transfers of personal data to processors approved by competent regulatory authorities) with the relevant Accenture or third-party entity(ies), acting as data importer(s), to ensure that the Client Personal Data is adequately protected, unless a data transfer agreement is indicated as already executed by Accenture in the Service Description. The transfer of Client Personal Data to Third Countries contemplated by the Service(s) and the applicable transfer mechanisms are, where applicable specified in the relevant Service Description.

9.8.3 In the event that the transfer mechanisms agreed by the parties are amended, replaced, or cease to be authorized as a means to provide "adequate protection" with respect to transfers of Client Personal Data, the parties will work together expeditiously and in good faith to establish another valid transfer mechanism and/or implement supplementary measures as needed to establish appropriate safeguards for such data.

**9.9 Information Security Incidents.** Accenture shall maintain procedures to detect and respond to Information Security Incidents. If an Information Security Incident occurs which may reasonably compromise the security or privacy of Client Personal Data, Accenture will promptly notify Client without undue delay. Accenture will cooperate with Client in investigating the Information Security Incident and, taking into account the nature of the Service(s) provided and the information available to Accenture, provide assistance to Client as reasonably requested with respect to Client's breach notification obligations under any applicable Data Protection Laws.

**9.10 Use of Business Contact Information. Privacy Statement.** 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 Data in general, each party shall be considered a data controller with respect to the other party's Business Contact Information and shall be entitled to transfer such information to any country where such party's global organization operates. Anytime Accenture processes additional personal data for its own purposes in the context of the Services performed under the Agreement, the privacy statement referred to in the relevant Service Description shall govern such processing of personal data.

**9.11 Changes in Laws.** In the event of: (i) any newly enacted Data Protection Law; (ii) any change to an existing Data Protection Law (including generally-accepted interpretations thereof); (iii) any interpretation of a new or existing Data Protection Law by Client; or (iv) any material new or emerging cybersecurity threat, which individually or collectively requires a change in the manner by which Accenture is delivering the Service(s) to Client, the parties shall agree upon how Accenture's delivery of the Service(s) will be impacted and shall make equitable adjustments to the terms of the Agreement and the Service(s).

## 10. LIMITATION OF LIABILITY.

10.1 Nothing in the Agreement shall exclude or limit: (i) Accenture's liability for death or personal bodily injury to the extent caused by its negligence; (ii) Accenture's indemnification obligations outlined in these Terms and Conditions; or (iii) any other liability which cannot be excluded by law.

10.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL ACCENTURE OR ITS LICENSORS BE LIABLE TO CLIENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) STATUTE OR OTHERWISE, FOR: (I) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, DIMINUTION IN STOCK PRICE OR REPUTATIONAL HARM, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, ANTICIPATED SAVINGS, WASTED MANAGEMENT AND STAFF TIME; WHETHER (IN ANY SUCH CASE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE AGREEMENT OR USE OF THE SERVICE(S), AND WHETHER OR NOT ACCENTURE OR ITS LICENSORS HAVE BEEN ADVISED SUCH DAMAGES OR LOSSES MIGHT OCCUR; OR (II) ANY OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES.

10.3 SUBJECT TO SECTIONS 10.1 AND 10.2, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ACCENTURE AND ITS LICENSOR'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY, IS LIMITED TO THE GREATER OF THE FEES ACTUALLY PAID OR PAYABLE FOR THE SERVICE(S) GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS BEFORE THE CAUSE OF ACTION AROSE.

## 11. VERIFICATION.

No more than one (1) time per calendar year, Accenture may conduct a verification to confirm the quantity of Client's use and compliance with restrictions under the Agreement. Upon thirty (30) days' written notice, Client agrees to provide Accenture with information reasonably required to support this verification. In addition to information provided by Client, Accenture may conduct



the verification through analysis of collected data and on-site review of Client's records. On-site reviews will be: (i) at Accenture's expense; and (ii) during Client's normal business hours. Accenture may engage a third party to complete the verification. Neither Accenture nor any third-party will require direct access Client's computing systems. Accenture will provide Client with a verification report with details on any noncompliance and the corresponding purchase required to resolve any non-compliance. Client agrees to contact its reseller or Accenture within thirty (30) days of receipt of the verification report to receive a quote and complete the required purchase. Accenture will require the order to include, as applicable, Service(s) Fees, reinstatement costs, and interest. Interest is at the rate of one and one-half percent (1.5%) per month or the highest interest rate allowed by law, whichever is lower, from the date on which any amount became due. Previously agreed upon discounts will not apply to compliance orders.

## 12. TRIAL SERVICE(S).

If Client is provided the Service(s) for trial purposes, the trial period will commence and end on the date specified in the Order Confirmation ("**Trial Period**"). During the trial period, Client may access and use the Service(s) solely for Client's internal evaluation only. Either party may terminate the Trial Period upon three (3) calendar days' prior written notice to the other party. After the Trial Period expires, Client may request to continue using the Service(s) only upon purchase of a Subscription via an Order Confirmation. Accenture has no obligation to provide any training or support service for the Service(s) during the Trial Period, but Accenture may do so at its sole discretion. DURING THE TRIAL PERIOD, SERVICE(S) ARE PROVIDED TO CLIENT SOLELY ON AN "AS AVAILABLE" AND "AS IS" BASIS, AND ACCENTURE DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTEES, AND LIABILITY IN CONNECTION WITH ALL SERVICE(S). CLIENT ASSUMES ALL RISK OF USE OF SERVICE(S) DURING THE TRIAL PERIOD. WHERE LEGAL LIABILITY CANNOT BE EXCLUDED, BUT MAY BE LIMITED, THE LIABILITY OF ACCENTURE, ITS LICENSORS, AND/OR SUPPLIERS SHALL BE LIMITED TO THE SUM OF TEN THOUSAND UNITED STATES DOLLARS (USD\$10,000) IN THE AGGREGATE FOR ALL CLAIMS AND CAUSES OF ACTION.

## 13. GENERAL.

13.1 Accenture is an independent contractor and shall not be deemed Client's employee or agent.

13.2 Accenture has the right to subcontract the performance of the Service(s) to its Affiliates or third parties, provided that Accenture remains responsible for the contractual obligations according to the Agreement.

13.3 All notices, except for cancellation of Service(s), will be in writing and addressed to the receiving party's current business contact, as stated in the Order Confirmation, with a cc: to the General Counsel/Legal Department of the receiving party or as updated by either party in writing. Notices shall be effective upon receipt and shall be deemed received as follows: (i) if personally delivered by courier, when delivered; or (ii) if mailed by first class mail, or the local equivalent, on the fifth business day after posting with the proper address; or (iii) if delivered by overnight mail, on the first business day after delivery at proper address.

13.4 Client may not assign the rights granted under the Agreement, in whole or in part and whether by operation of contract, law or otherwise, without Accenture's prior written consent. Such consent will not be unreasonably withheld or delayed.

13.5 Neither party will be liable for any delays or failures to perform due to causes beyond that party's reasonable control (including a force majeure event). Without limiting the foregoing, to the extent Client fails to perform any of its responsibilities described in the Agreement, Accenture shall be excused from failure to perform any affected obligations under the Agreement and, in the event of delay, be entitled to a reasonable extension of time considering the particular circumstances, and a reasonable reimbursement of cost. Each party will notify the other as promptly as practicable after becoming aware of the occurrence of any such condition.

13.6 The Agreement shall be governed by and construed in accordance with the laws of the State of New York and the United States. The parties will make good faith efforts to resolve within thirty (30) days any dispute in connection with the Agreement by escalating it to higher levels of management. In the event that Client fails to pay, when due, an amount equal or greater to two months' average Fees under any Order Confirmation, then Accenture will be permitted to suspend performance until such time as the matter in dispute is resolved. Any dispute relating to the Agreement must be filed in state or federal courts of New York.

13.7 If any provision of the Agreement is found partly or wholly illegal or unenforceable, such provision will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions will remain in full force and effect. A waiver of any breach or default under the Agreement will not constitute a waiver of any other right for subsequent breach or default. No person other than a party to the Agreement will be entitled to enforce any term of it except as expressly provided in the Agreement.

13.8 Each party will retain responsibility for compliance with all laws and regulations applicable to their respective businesses. Each party will comply with U.S. export control and sanctions laws with respect to the export or re-export of United States origin goods, software and technical data, or the direct product of the same, which includes abiding by all such regulations in respect of all information supplied by or on behalf of the other party. Prior to providing Accenture any goods, software or technical data subject to export controls, Client will provide written notice specifying the nature of the controls and any relevant export control classification numbers.





13.9 The terms of the Agreement are the complete and exclusive agreement between the parties with respect to the subject matter of the Agreement, and supersedes any previous or contemporaneous agreement, proposal, commitment, representation, or other communication whether oral or written between the parties regarding such subject matter. Neither party shall rely on any pre-contractual statements or representations not included in the Agreement. The Agreement prevails over any conflicting or additional terms of any purchase order, ordering document, acknowledgement or confirmation or other document issued by Client, even if signed and returned. If the Agreement is translated in any language other than the English language, and in the event of a conflict between the English language version and the translated version, the English language version shall prevail in all respects.

<b>END OF TERMS AND CONDITIONS</b>
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## RIDER TO THE TERMS AND CONDITIONS

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

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

### ARGENTINA – Accenture S.R.L.

**1. DEFINITIONS.** The definition of “Data Protection Laws” in Section 1 of the Terms and Conditions is amended to include “*the Argentine Personal Data Protection Law (Act 25,426) and complementary regulations*”.

**2. INVOICES; FEES; PAYMENT; TAXES.** Section 4.2 of the Terms and Conditions is amended by replacing the specified interest rate applicable to overdue sums with the following: “*Tasa Activa, Cartera General Diversas, lending rate published by the Bank of the Argentine Nation, plus 20% (twenty per cent)*”.

**3. LIMITATION OF LIABILITY.** Section 10.2 of the Terms and Conditions is deleted in its entirety and replaced with the following: “*10.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL ACCENTURE OR ITS LICENSORS BE LIABLE TO CLIENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) STATUTE OR OTHERWISE, FOR: (I) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, DIMINUTION IN STOCK PRICE OR REPUTATIONAL HARM, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, ANTICIPATED SAVINGS, WASTED MANAGEMENT AND STAFF TIME, MEDIANE OR CASUAL CONSEQUENCES, MORAL DAMAGES AND/OR PUNITIVE DAMAGES; WHETHER (IN ANY SUCH CASE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE AGREEMENT OR USE OF THE SERVICE(S), AND WHETHER OR NOT ACCENTURE OR ITS LICENSORS HAVE BEEN ADVISED SUCH DAMAGES OR LOSSES MIGHT OCCUR; OR (II) ANY OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES.*”

**4. VERIFICATION.** Section 11 of the Terms and Conditions is amended by replacing the specified interest rate with the following: “*Tasa Activa, Cartera General Diversas, lending rate published by the Bank of the Argentine Nation, plus 20% (twenty per cent)*”.

### 5. GENERAL.

(i) Section 13.3 of the Terms and Conditions is deleted in its entirety and replaced with the following: “*13.3 All notices will be in writing and addressed to the receiving party’s current business contact, as stated in the Order Confirmation, with a cc: to the General Counsel/Legal Department of the receiving party or as updated by either party in writing. Notices shall be effective when delivered to the other party via postal delivery service (with confirmation of delivery), addressed to such party at the addresses set forth in the Order Confirmation.*”

(ii) Section 13.6 of the Terms and Conditions is deleted in its entirety and replaced with the following: “*13.6 The Agreement shall be governed by and construed in accordance with the laws of the Argentine Republic unless otherwise set forth in the Order Confirmation. The parties will make good faith efforts to resolve within 30 days any dispute in connection with the Agreement by escalating it to higher levels of management. In the event that You fail to pay, when due, an amount equal or greater to two months’ average fees under any Order Confirmation, then Accenture will be permitted to suspend performance until such time as the matter in dispute is resolved. Any dispute relating to the Agreement that cannot be amicably resolved by the parties, as mentioned above, shall be finally settled by the ordinary courts of the Autonomous City of Buenos Aires.*”

### AUSTRALIA – Accenture Australia Pty Ltd.

**1. DEFINITIONS.** The definition of “Data Protection Laws” in Section 1 of the Terms and Conditions is amended to include “*the Privacy Act 1988 (Cth) (Australia)*”.

**2. INVOICES; FEES; PAYMENT; TAXES.** Section 4.3 of the Terms and Conditions is deleted in its entirety and replaced with the following: “*4.3 Taxes. Client is responsible for all taxes, including, but not limited to, sales, use, excise, value-added, business, service, goods and services (“GST”), consumption, entity level withholding, and other similar taxes or duties, including taxes incurred on transactions between and among Accenture, its affiliates, and third party subcontractors, customs duties, import fees or other similar charges, and all other mandatory payments imposed by government entities with respect to the Service(s) or other items*

provided under the Agreement, excluding tax imposed on Accenture's net income and withholding taxes. Accenture will invoice applicable taxes as a separate line item. All GST assess on the provision of the Service(s) or on Fees (including the reimbursement of expenses) will be included as an additional charge in an invoice that satisfies the requirements for a "tax invoice" under the relevant GST legislation. If a transaction is exempt from tax, Client will provide Accenture with a valid exemption certificate or other evidence of such exemption in a form acceptable to Accenture in advance of the applicable invoice date. If Client is required by law to withhold any tax from your payment to Accenture, Client will provide Accenture with original or certified copies of all tax payment receipts or other evidence of payment of taxes by Client with respect to transactions under the Agreement. If Client fails to provide Accenture with such tax payment receipts, if applicable, then Client will reimburse Accenture for any fines, penalties, taxes and other governmental agency charges resulting from such failure."

**3. LIMITED WARRANTY.** Section 5 of the Terms and Conditions is amended:

(i) by adding the following after the second sentence of Section 5.1 of the Terms and Conditions: "Nothing in the Agreement limits the application of the Australian Consumer Law contained in the Competition and Consumer Act 2010 or any equivalent ("ACL"). To the extent legally able to do so, Accenture limits its liability under the ACL to, at Accenture's option, replacing or repairing the relevant Deliverable or re-performing the relevant Services."

(ii) by adding the following at the beginning of the second sentence in Section 5.2 of the Terms and Conditions: "**TO THE EXTENT PERMISSIBLE BY LAW (INCLUDING THE ACL)**"

**4. INDEMNIFICATION.** The first sentence in Section 7.1 of the Terms and Conditions is deleted in its entirety and replaced with the following: "Accenture will defend, indemnify and hold Client harmless against any claims asserting that the Service(s) infringe any Australian patent, copyright, trademark, or trade secret of a third party, and will pay any and all damages finally awarded by a court and actually paid by Client, or agreed to in a final settlement by Accenture and attributable to such claim."

**5. LIMITATION OF LIABILITY.** Section 10.2 (II) of the Terms and Conditions is amended to add "PUNITIVE," after "SPECIAL," and prior to "CONSEQUENTIAL".

**6. GENERAL.**

(i) Section 13.3 (ii) of the Terms and Conditions is deleted in its entirety and replaced with the following: "(ii) if mailed in Australia for delivery, or the local equivalent, on the third business day after posting into the Australian mail with the proper address,".

(ii) Section 13.6 of the Terms and Conditions is deleted in its entirety and replaced with the following: "13.6 The Agreement shall be governed by and construed in accordance with the laws of the State of New South Wales, Australia each party irrevocably submits to the jurisdiction of courts in the State of New South Wales. The parties will make good faith efforts to resolve within thirty (30) days any dispute in connection with the Agreement by escalating it to higher levels of management. In the event the parties fail to resolve the matter within this time, the dispute must then be referred to mediation with the Australian Disputes Centre ("ADC"). The dispute referred to the ADC for mediation must be heard by the ADC as soon as possible. The parties agree to adhere to the procedures set out in this Section before enforcing any other rights permitted by law in the resolution of any disputes under the Agreement. This Section shall not apply to any claim for urgent interlocutory relief."

#### BELGIUM – Accenture NV/S.A.

**1. INVOICES; FEES; PAYMENT; TAXES.** Section 4 of the Terms and Conditions shall be applicable to the extent permitted by Belgian law. Invoice and payment shall be in Euros (€).

**2. GENERAL.** Section 13.6 of the Terms and Conditions is deleted in its entirety and replaced with the following: "13.6 The Agreement shall be governed by and construed in accordance with the laws of Belgium without regard to its conflict of law's provisions. The parties will make good faith efforts to resolve within thirty (30) days any dispute in connection with the Agreement by escalating it to higher levels of management. In the event that Client fails to pay, when due, an amount equal or greater to two months' average fees under any Order Confirmation, then Accenture will be permitted to suspend performance until such time as the matter in dispute is resolved. Any dispute relating to the Agreement must be filed in courts of Brussels, Belgium."

#### BRAZIL – Accenture do Brasil Ltda.

**1. DEFINITIONS.** The definition of "Data Protection Laws" in Section 1 of the Terms and Conditions is amended to include "the Brazilian General Data Protection Law (Law 13,709/2018)".

**2. INVOICES; FEES; PAYMENT; TAXES.** Section 4.2 of the Terms and Conditions is deleted in its entirety and replaced with the following: "4.2 **Fees and Payment.** Client will pay the fees ("**Fees**") for a Subscription within thirty (30) days from the date of invoice unless otherwise mutually agreed to in writing by the parties. All Fees are exclusive of taxes and expenses, which are additional. If any sum is not paid by the due date, Accenture reserves the right, without prejudice to any other remedy, to (i) charge interest on such overdue sum on a day to day basis from the due date until paid in full the lesser of one percent (1%) per month or the maximum

rate permitted by applicable law and a penalty of 2%, all duly readjusted by the IPC-A until the date of payment; and/or (ii) suspend the provision of the Service(s) upon five (5) days prior notice, until paid in full.”

**3. LIMITATION OF LIABILITY.** Section 10 of the Terms and Conditions is deleted in its entirety and replaced with the following:

“10.1 Nothing in the Agreement shall exclude or limit: (i) Accenture’s liability for death or personal bodily injury to the extent caused by its willful misconduct (“**dolo**”); (ii) Accenture’s indemnification obligations outlined in these Terms and Conditions; or (iii) any other liability which cannot be excluded by law.

10.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL ACCENTURE OR ITS LICENSORS BE LIABLE TO CLIENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, WILFULL MISCONDUCT AND STRICT LIABILITY) OR OTHERWISE, FOR (I) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, DIMINUTION IN STOCK PRICE OR REPUTATIONAL HARM, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, ANTICIPATED SAVINGS, WASTED MANAGEMENT AND STAFF TIME; WHETHER (IN ANY SUCH CASE) ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT OR USE OF THE ONLINE SERVICES, AND WHETHER OR NOT ACCENTURE OR ITS LICENSORS HAVE BEEN ADVISED SUCH DAMAGES OR LOSSES MIGHT OCCUR; OR (II) ANY OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL, MORAL OR INDIRECT DAMAGES.

10.3 SUBJECT TO SECTIONS 10.1 AND 10.2, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ACCENTURE AND ITS LICENSOR’S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, WILFULL MISCONDUCT AND STRICT LIABILITY) OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY, IS LIMITED TO DIRECT DAMAGES AND TO THE GREATER OF THE FEES ACTUALLY PAID OR PAYABLE FOR THE SERVICE(S) GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS BEFORE THE CAUSE OF ACTION AROSE.”

**4. GENERAL.** Section 13.6 of the Terms and Conditions is deleted in its entirety and replaced with the following: “13.6 The Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Brazil. The parties will make good faith efforts to resolve within thirty (30) days any dispute in connection with the Agreement by escalating it to higher levels of management. In the event that Client fails to pay, when due, an amount equal or greater to two months’ average fees under any Order Confirmation, then Accenture will be permitted to suspend performance until such time as the matter in dispute is resolved. Any dispute relating to the Agreement must be filed in the Courts of the City of São Paulo-SP, Brazil.”

#### CANADA – Accenture Inc.

**1. DEFINITIONS.** The definition of “Data Protection Laws” in Section 1 of the Terms and Conditions is amended to include “the Personal Information Protection and Electronic Documents Act, SC 2000, c 5 (“**PIPEDA**”) and applicable provincial laws,”.

**2. INDEMNIFICATION.** Section 7.1 of the Terms and Conditions is amended to delete and replace the first sentence in its entirety with the following: “Accenture will defend, indemnify and hold Client harmless against any claims asserting that the Service(s) infringe any Canadian patent, copyright, trademark, or trade secret of a third party, and will pay any and all damages finally awarded by a court and actually paid by Client, or agreed to in a final settlement by Accenture and attributable to such claim.”

**3. GENERAL.**

(i) The first sentence in Section 13.6 of the Terms and Conditions deleted in its entirety and replaced with the following: “The Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.”

(ii) The last sentence in Section 13.6 of the Terms and Conditions amended by replacing “state or federal courts of New York” with “the jurisdiction of the province and federal courts of that province.”

(iii) The second and third sentences in Section 13.8 of the Terms and Conditions are deleted in their entirety and replaced with the following: “Each party will comply with all applicable export control and sanctions laws (the “**Trade Control Laws**”) with respect to the export or re-export of items, including software and technology, and the provision of services to Client. If any items, including software and technology, to be transferred to Accenture require an export license or other export authorization from a relevant government authority (hereinafter referred to as “**regulated items**”), Client agrees to provide any and all export requirements for the regulated items, including the classification, in advance of the transfer to Accenture. Except as otherwise agreed, Accenture reserves the right at its sole discretion to decline receipt of any such regulated items.”

#### CHILE – Accenture Chile Asesorías y Servicios Limitada

**1. DEFINITIONS.** The definition of “Data Protection Laws” in Section 1 of the Terms and Conditions is amended to include “the Chilean General Data Protection Law (Law 19.628)”.

**2. INVOICES; FEES; PAYMENT; TAXES.** Section 4.2 of the Terms and Conditions is deleted in its entirety and replaced with the following: “4.2 **Fees and Payment.** Client will pay the fees (“**Fees**”) for the Subscription within thirty (30) days from the date of invoice unless otherwise mutually agreed to in writing by the parties. All Fees are exclusive of taxes and expenses, which are additional. If any sum is not paid by the due date, Accenture reserves the right, without prejudice to any other remedy, to: (i) charge interest on such overdue sum on a day to day basis from the due date until paid in full the lesser of one percent (1%) per month or the maximum rate permitted by applicable law and a penalty of one percent (1%), all duly readjusted by the IPC until the date of payment; and/or (ii) suspend the provision of the Service(s) upon five (5) days prior notice, until paid in full.”

**3. LIMITATION OF LIABILITY.** Sections 10 of the Terms and Conditions is deleted in its entirety and replaced with the following:

“10.1 Nothing in the Agreement shall exclude or limit: (i) Accenture’s liability for death or personal bodily injury to the extent caused by its willful misconduct (“dolo”); (ii) Accenture’s indemnification obligations outlined in these Terms and Conditions; or (iii) any other liability which cannot be excluded by law.

10.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL ACCENTURE OR ITS LICENSORS BE LIABLE TO CLIENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, WILFULL MISCONDUCT AND STRICT LIABILITY) OR OTHERWISE, FOR: (I) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, DIMINUTION IN STOCK PRICE OR REPUTATIONAL HARM, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, ANTICIPATED SAVINGS, WASTED MANAGEMENT AND STAFF TIME; WHETHER (IN ANY SUCH CASE) ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT OR USE OF THE ONLINE SERVICES, AND WHETHER OR NOT ACCENTURE OR ITS LICENSORS HAVE BEEN ADVISED SUCH DAMAGES OR LOSSES MIGHT OCCUR; OR (II) ANY OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL, MORAL OR INDIRECT DAMAGES.

10.3 SUBJECT TO SECTIONS 10.1 AND 10.2, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ACCENTURE AND ITS LICENSOR’S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, WILFULL MISCONDUCT AND STRICT LIABILITY) OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY, IS LIMITED TO DIRECT DAMAGES AND TO THE GREATER OF THE FEES ACTUALLY PAID OR PAYABLE FOR THE SERVICE(S) GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS BEFORE THE CAUSE OF ACTION AROSE.”

**4. GENERAL.** Section 13.6 of the Terms and Conditions is deleted in its entirety and replaced with the following: “13.6 The Agreement shall be governed by and construed in accordance with the laws of the Republic of Chile. The parties will make good faith efforts to resolve within thirty (30) days any dispute in connection with the Agreement by escalating it to higher levels of management. In the event that Client fails to pay, when due, an amount equal or greater to two months’ average fees under any Order Confirmation, then Accenture will be permitted to suspend performance until such time as the matter in dispute is resolved. Any dispute relating to the Agreement must be filed in the Courts of the City of Santiago de Chile.”

## COLOMBIA – Accenture Ltda

### 1. DEFINITIONS.

(i) The definition of “Data Protection Laws” in Section 1 of the Terms and Conditions is amended to include “the Colombian General Data Protection Law (Law 1581 of 2012)”.

(ii) The definition of “Information Security Incident” in Section 1 of the Terms and Conditions is amended to add at the end “and risk in its administration” in order to comply with the local definition.

**2. INVOICES; FEES; PAYMENT; TAXES.** Sections 4.2 and 4.3 of the Terms and Conditions are deleted in their entirety and replaced with the following:

“4.2 **Fees and Payment.** Client will pay the fees (“**Fees**”) for the Subscription within thirty (30) days from the date of invoice unless otherwise mutually agreed to in writing by the parties. All Fees are exclusive of taxes and expenses, which are additional. If any sum is not paid by the due date, Accenture reserves the right, without prejudice to any other remedy, to: (i) charge interest on such overdue sum at the maximum rate allowed, in accordance with article 884 of the Colombian Commercial Code and the certifications issued by the Financial Superintendency. Under numeral 1 of article 1608 of the Colombian Civil Code, the delay in the payment of the invoices issued will occur automatically, by the mere passage of the agreed term and without the need for any judicial or extrajudicial interpellation; and/or (ii) suspend the provision of the Service(s) upon five (5) days prior notice, until paid in full.

4.3 **Taxes.** Client is responsible for all taxes, customs duties, import fees or other similar charges, and all other mandatory payments imposed by government entities with respect to the Service(s) or other items provided under the Agreement, excluding tax imposed on Accenture’s net income and withholding taxes. Accenture will invoice applicable taxes as a separate line item. If a transaction is exempt from tax, Client will provide Accenture with a valid exemption certificate or other evidence of such exemption in a form acceptable to Accenture in advance of the applicable invoice date. If Client is required by law to withhold any tax from its payment



to Accenture, Client will provide Accenture with original or certified copies of all tax payment receipts or other evidence of payment of taxes by Client with respect to transactions under the Agreement. If Client fails to provide Accenture with such tax payment receipts, if applicable, then Client will reimburse Accenture for any fines, penalties, taxes and other governmental agency charges resulting from such failure. If the Service(s) are to be provided by Accenture from the Republic of Colombia for Client's benefit outside the Republic of Colombia, the provision of the Service(s) will constitute an export of services, which implies a zero-taxed treatment, resulting in the exemption of VAT in the Republic of Colombia."

**3. LIMITED WARRANTY.** Section 5 of the Terms and Conditions is deleted in its entirety and replaced with the following: "5. *Limited Warranty.* ACCENTURE DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE SERVICE(S) OR THAT ACCENTURE WILL IDENTIFY ALL THREATS OR VULNERABILITIES, CORRECT ALL DEFECTS OR PREVENT THIRD PARTY DISRUPTIONS OR UNAUTHORIZED THIRD-PARTY ACCESS. THESE WARRANTIES ARE THE EXCLUSIVE WARRANTIES FROM ACCENTURE AND REPLACE ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. ACCENTURE'S WARRANTIES WILL NOT APPLY IF THERE HAS BEEN MISUSE, MODIFICATION, DAMAGE NOT CAUSED BY ACCENTURE, FAILURE TO COMPLY WITH INSTRUCTIONS PROVIDED BY ACCENTURE. ALL THE SERVICE(S) WILL BE CONSIDERED TO HAVE BEEN ACCEPTED IF THE CLIENT DOES NOT REJECT THEM BY WRITTEN NOTIFICATION WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT, INDICATING HOW SAID SERVICE(S) SUBSTANTIALLY BREACHED THE CORRESPONDING SPECIFICATIONS."

**4. INTELLECTUAL PROPERTY; OWNERSHIP; RESTRICTIONS.** Section 6 of the Terms and Conditions is deleted in its entirety and replaced with the following: "6 **INTELLECTUAL PROPERTY; OWNERSHIP; RESTRICTIONS.** Client acknowledges that the Service(s), Service Components and related processes, instructions, methods, and techniques are owned by or have been developed by Accenture and/or its licensors, and that the same shall remain the sole and exclusive property of Accenture and/or its licensors. Client may not reverse engineer the Service(s) or Service Component(s). Client will not assert any rights in Accenture's intellectual property or data, and will not assert any claim pertaining to describe the Service(s) as an "obra por encargo" as stated under Law 23, 1982, amended by Law 1450, 2011. Accenture will not assert any ownership rights in Client Data."

**5. DATA PROTECTION.** Section 9.9 of the Terms and Conditions is amended to add at the end "or any Data Protection Laws applicable to Accenture" in order to comply with local regulation if Accenture acts as a data processor.

**6. LIMITATION OF LIABILITY.** Sections 10.2 and 10.3 of the Terms and Conditions are deleted in its entirety and replaced with the following:

"10.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL ACCENTURE OR ITS LICENSORS BE LIABLE TO CLIENT, FOR: (I) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, DIMINUTION IN STOCK PRICE OR REPUTATIONAL HARM, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, ANTICIPATED SAVINGS, WASTED MANAGEMENT AND STAFF TIME; WHETHER (IN ANY SUCH CASE) ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT OR USE OF THE ONLINE SERVICES, AND WHETHER OR NOT ACCENTURE OR ITS LICENSORS HAVE BEEN ADVISED SUCH DAMAGES OR LOSSES MIGHT OCCUR; (II) ANY OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, LOSS, EXPENSE, INTERRUPTION OR BUSINESS LOSS, LOSS OF PROFIT OR LOSS OF SAVINGS; OR (III) ANY LOSS OR CLAIM ARISING AS CONSEQUENCE OR IN CONNECTION WITH THE IMPLEMENTATION BY THE CLIENT OF ANY CONCLUSION OR RECOMMENDATION MADE BY ACCENTURE BASED ON THIS AGREEMENT."

10.3 SUBJECT TO SECTIONS 10.1 AND 10.2, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ACCENTURE AND ITS LICENSOR'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT WHETHER FROM A CONTRACTUAL OR EXTRA-CONTRACTUAL SOURCE, ORIGINATED BY FAULT OR NEGLIGENCE, STRICT LIABILITY, BREACH OF AN OBLIGATION ESTABLISHED BY LAW OR ANY OTHER MATTER), BEFORE ANY CLAIM THAT IS RELATED IN ANY WAY TO THE AGREEMENT, IT WILL BE THE PAYMENT OF DIRECT DAMAGES THAT WILL NOT (COLLECTIVELY) EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES RECEIVED BY ACCENTURE UNDER THE APPLICABLE ORDER CONFIRMATION (IF THE TERM ESTABLISHED IN THE PURCHASE ORDER IS 24 MONTHS OR MORE, IT WILL BE LIMITED TO FEES RECEIVED DURING THE 12-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT THAT GAVE RISE TO SAID CLAIM.)"

**7. VERIFICATION.** Section 11 of the Terms and Conditions is deleted in its entirety and replaced with the following: "11. *VERIFICATION.* No more than one (1) time per calendar year, Accenture may conduct a verification to confirm the quantity of Client's use and compliance with restrictions under the Agreement. Upon thirty (30) days' written notice, Client agrees to provide Accenture with information reasonably required to support this verification. In addition to information provided by Client, Accenture may conduct the verification through analysis of collected data and on-site review of Client records. On-site reviews will be: i) at Accenture's expense; and ii) during Client's normal business hours. Accenture may engage a third-party to complete the verification. Neither Accenture nor any third-party will require direct access Client's computing systems. Accenture will provide Client with a verification report with details on any non-compliance and the corresponding purchase required to resolve any non-compliance."

Client agrees to contact its reseller or Accenture within thirty (30) days of receipt of the verification report to receive a quote and complete the required purchase. Accenture will require the order to include, as applicable, Service(s) Fees, reinstatement costs, and interest. Interest on such overdue sum at the maximum rate allowed, in accordance with article 884 of the Colombian Commercial Code and the certifications issued by the Financial Superintendency.”

## 8. GENERAL.

(i) Section 13.6 of the Terms and Conditions is deleted in its entirety and replaced with the following: “13.6 *The Agreement shall be governed by and construed in accordance with the laws of the Republic of Colombia without reference to the provisions of conflict of laws. In the event that Client fails to pay, when due, an amount equal or greater to two months’ average fees under any Order Confirmation, then Accenture will be permitted to suspend performance until such time as the matter in dispute is resolved. Any dispute relating to the Agreement will be submitted to the ordinary justice of the Republic of Colombia.*”

(ii) Section 13 of the Terms and Conditions shall be amended to include the following new clauses:

“13.10 **Standards of Conduct.** Each party agrees to act in a manner consistent with the ethical and professional standards described in Accenture Code of Conduct at all times, including prompt reporting of unlawful, fraudulent or unethical conduct. A copy of Accenture Code of Conduct can be found at: [www.accenture.com/us-en/company-ethics-code](http://www.accenture.com/us-en/company-ethics-code).

13.11 **Compliance with Laws - Anti-Corruption.** Each party hereto represents, warrants, and covenants that it is aware of, understands and has complied and shall comply with: (i) the local law corresponding to the domicile of their incorporation on anti-corruption matters; (ii) its own internal regulations, policies and standards on anti-corruption matters; and (iii) international anti-corruption laws whose compliance is mandatory for the Parties, including all foreign anti-corruption laws, including without limitation, the U.S. Foreign Corrupt Practices Act (“FCPA”) and the U.K. Bribery Act. All of the above that are in effect on or that become effective after the Effective Date of the Order Confirmation and all contract clauses required by such laws, regulations or standards are incorporated by reference. In the event of any type of offer, acceptance, payment of bribes or other form of illegal payment, or notice of it by any of the parties, the other party may terminate the Agreement immediately and without payment of any compensation in favor of the party in breach.

13.12 **Money Laundering and Terrorism Financing.** Accenture and Client represents and warrants that: (a) it will not made, authorized, offered or promised, offer or promise, to make any payment or transfer of anything of value, directly, indirectly or through a third party, to any government or regulatory official, employee or other representative (including employees of a government owned or controlled entity or public international organization and including any political party or candidate for public office) that constitutes a violation of anti-bribery or anti-corruption laws of any country in which is located or otherwise conducting business, as such laws are currently in effect and may be amended from time to time; and (b) warrants that the equity and cashflow of the parties do not come from any illegal activity included money laundering, terrorism financing or any other illegal activity. Accenture and Client confirms that, there is no record of any sanction or any ongoing investigation related to money laundering, terrorist financing, corruption or/and bribery of any of its respective officers, directors, employees and agents. Any demonstrated breach of the obligations indicated in this clause by Accenture or the Client, or the inclusion of Accenture or Client or any of its legal representatives, directors or proxies in any binding, restrictive, national or international lists, such as but not limited to, the Specially Designated Nationals And Blocked Persons List (SDN), sanctions of the Department of Justice (DOJ) and Securities And Exchange Commission (SEC) for transnational bribery, will entitle Accenture or the Client to terminate the Agreement, without any compensation, liability, responsibility or penalty, and constitute a cause for the breach of this Agreement, allowing Accenture or Client to claim compensation derived from the damages caused by the action committed by the other Party that caused losses to the indemnified party, including any applicable fines or penalties derived from the misconduct or fraudulent act of the indemnifying party. In addition to the above, the parties know and accept that each one may unilaterally terminate the Agreement, without any compensation, liability, responsibility or penalty, and constitute a cause for the breach of the Agreement if the parties, their directors, direct and indirect associates with a participation greater than five percent (5%) in the capital stock, its board members or agents in such condition are or become after the Effective Date of the Order Confirmation: (i) convicted or sanctioned by competent authorities of national or foreign jurisdiction for the commission of violations, crimes, offenses or infringements related to corrupt practices, money laundering, primary money laundering offence, including, but not limited to, crimes against the public administration or the crime of financing terrorism or management of resources related to terrorist activities; (ii) administratively sanctioned for violations of any anti-corruption law; (iii) linked to any type of investigation, judicial or administrative process, carried out by the competent authorities of national or foreign jurisdiction, for the alleged commission of crimes or related to corrupt practices, money laundering, primary money laundering offence, including, but not limited to, crimes against the public administration, and/or financing of terrorism or management of resources related to terrorist activities. Accenture will comply with laws applicable to its business and with Accenture’s own Anticorruption Policies in respect to Accenture’s dealings with the Client under the Agreement. Accenture, as part of its risk management system for prevent and combat money laundering and terrorism financing (Sistema de Auto Gestión del Riesgo por Lavado de Activos y Financiación del Terrorismo - SAGRLAFT), carries out due diligence procedures to know its clients and partners, thus complying with the provisions of Colombian regulations on the matter. Therefore, the Client declares that it will take the necessary steps to fill out the Know Your Customer (KYC) documents that are requested by Accenture from time to time.”

## FINLAND – Accenture OY

**1. GENERAL.** Section 13.6 of the Terms and Conditions is amended as follows:

- (i) The first sentence is deleted in its entirety and replaced with the following: *“The Agreement shall be governed by and construed in accordance with the laws of Finland.”*
- (ii) The last sentence is deleted in its entirety and replaced with the following: *“Each Party irrevocably submits to the jurisdiction of the courts of Helsinki, Finland in respect of any litigation relating to the Agreement.”*

## FRANCE – Accenture SAS

**1. INVOICES; FEES; PAYMENT; TAXES.** At the end of Section 4.1 of the Terms and Conditions, the following statement is added: *“The parties acknowledge that any Service(s) for which Client has paid or agreed to pay is recognized as having been useful to Client.”*

**2. INDEMNIFICATION.** Section 7.1 of the Terms and Conditions is amended to delete and replace the first sentence in its entirety with the following: *“Accenture will defend, indemnify and hold Client harmless against any claims asserting that the Service(s) infringe any French patent, copyright, trademark, or trade secret of a third party, and will pay any and all damages finally awarded by a court and actually paid by Client, or agreed to in a final settlement by Accenture and attributable to such claim.”*

**3. GENERAL.** Section 13.6 of the Terms and Conditions is amended as follows:

- (i) The first sentence is deleted in its entirety and replaced with the following: *“The Agreement shall be governed by and construed in accordance with the laws of France.”*
- (ii) The last sentence is amended by replacing “state or federal courts of New York” with *“the courts of Paris, France.”*

## GERMANY – Accenture GmbH

**1. DEFINITIONS.** The definition of “Affiliates” in Section 1 of the Terms and Conditions is deleted in its entirety and replaced with the following: *“Affiliate(s)” means an affiliate of the global Accenture Group (which shall mean any affiliate of Accenture plc., Ireland, as contemplated by German Stock Corporation Act (AktG) §§ 15 et seqq.”*

**2. LIMITATION OF LIABILITY.** Sections 10. 2 and 10.3 of the Terms and Conditions are deleted in their entirety and replaced with the following:

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

*10.3 The foregoing limitations of liability shall also inure to the benefit of Accenture’s legal representatives and employees and shall also apply in cases involving liability for culpa in contrahendo or tort.*

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

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

*10.6 Unless provided otherwise in the Agreement, any and all claims of Client against Accenture shall be subject to a limitation period of one (1) year from the date of accrual and the date on which Client discovered or, absent recklessness on the part of Client, would have discovered the circumstances giving rise to the claim, except for claims defined in subsections 10.1, 10.2, or 10.4.”*

**3. GENERAL.** Section 13.6 of the Terms and Conditions is amended as follows:

- (i) In the first sentence “State of New York and the United States” is deleted and replaced with *“Germany”*.
- (ii) In the last sentence “state or federal courts of New York” is deleted and replaced with *“the courts of Frankfurt (Main).”*



## HONG KONG – Accenture Company Limited

**1. DEFINITIONS.** The definition of “Data Protection Laws” in Section 1 of the Terms and Conditions is amended to include “*the Personal Data (Privacy) Ordinance (Cap. 486, Laws of Hong Kong)*”.

**2. INDEMNIFICATION.** Section 7.1 of the Terms and Conditions is amended to delete and replace the first sentence in its entirety with the following: “*Accenture will defend, indemnify and hold Client harmless against any claims asserting that the Service(s) infringe any copyright, trademark, or trade secret of a third party, and will pay any and all damages finally awarded by a court and actually paid by Client, or agreed to in a final settlement by Accenture and attributable to such claim.*”

**3. GENERAL.** Section 13.6 of the Terms and Conditions is amended as follows:

(i) In the first sentence “State of New York and the United States” is deleted and replaced with “*Hong Kong SAR*”.

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

## INDIA – Accenture Solutions Private Limited

**1. DEFINITIONS.** The definition of “Data Protection Laws” in Section 1 of the Terms and Conditions is amended to include: “*the Information Technology Act, 2000 (‘Privacy Act’) and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules (‘Privacy Rules’) 2011*”.

**2. INVOICES; FEES; PAYMENT; TAXES.** Section 4.3 of the Terms and Conditions is deleted in its entirety and replaced with the following: “**4.3 Taxes.** *Client is responsible for all taxes, goods and services tax, including taxes incurred on transactions between and among Accenture, its Affiliates, and third-party subcontractors to the extent applicable to the transactions under the Agreement, customs duties, import fees or other similar charges, and all other mandatory payments imposed by government entities with respect to the Service(s) or other items provided under the Agreement, excluding tax imposed on Accenture’s net income and withholding taxes. Accenture will invoice applicable taxes as a separate line item. If a transaction is exempt from tax, Client will provide Accenture with a valid exemption certificate or other evidence of such exemption in a form acceptable to Accenture in advance of the applicable invoice date. The Place of Supply is as set out in the Order Confirmation. Accenture will raise the invoice and apply GST based on the Place of Supply. If Client is required by law to withhold any tax from Client’s payment to Accenture, Client will provide Accenture with original or certified copies of all tax payment receipts or other evidence of payment of taxes by Client with respect to transactions under the Agreement. If Client fails to provide Accenture with such tax payment receipts, if applicable, then Client will reimburse Accenture for any fines, penalties, taxes and other governmental agency charges resulting from such failure.*”

**3. GENERAL.** Section 13.6 of the Terms and Conditions is amended as follows:

(i) In the first sentence “State of New York and the United States” is deleted and replaced with “*India*”.

(ii) In the last sentence “state or federal courts of New York” is deleted and replaced with “*courts of New Delhi, India*”.

## ITALY – Accenture S.p.A.

**1. INVOICES; FEES; PAYMENT; TAXES.** Section 4 of the Terms and Conditions is amended to include the following new subsections:

**“4.4 Electronic Invoicing.** *The parties acknowledge that Article 1, paragraph 916, of the Law n. 205 dated December 27, 2017 has introduced the obligation of the electronic invoicing, as from 1 January 2019, for supplies of goods and services carried out between resident persons, established or identified in the Italian territory. Therefore, except for what differently provided by the law, for the purposes of billing, Client will inform Accenture of the “Destination Address” (Recipient code or PEC address) to be indicated in the electronic invoices for their correct transmission to Client through the Revenue Agency Interchange System.*

**4.5 Legislative Decree n. 241 of 9 July 1997.** *In compliance with the obligations as required by Article 17 bis Legislative Decree n. 241 of 9 July 1997, introduced by the article 4 of the Lex n. 157 of 19 December 2019, in the event of: (i) the total amount of the fulfilment of the Service(s) or deliverable subject to the Agreement is greater than Euro 200,000.00; (ii) the Service(s) or deliverable subject to the Agreement involves the use of prevalent workforce at the Client’s premises; (iii) with the prevalent use of capital goods owned by the latter, within five (5) working days from the expiry date of payment, as stated in Article 18, paragraph 1 of Legislative Decree 241/1997, Accenture undertakes to submit the appropriate certification issued by the Financial Administration (“DURF – Dichiarazione Unica di Regolarità Fiscale”) stating the joint existence at the following conditions:*

*(a) to be operating since at least three (3) years being in compliance with the applicable tax declaratory obligations and fulfilling all payments duties in the relevant fiscal years related to the tax account (i.e. any amount paid with model F24, including, in addition to direct taxes, VAT, withholdings and social security contributions) for an amount not lower than 10 (ten) percent of the amount of income or fees resulting from the same declarations;*

(b) have not role registrations, audits or debit notices carried out by collection agents related to income tax, IRAP, withholdings and social security contributions for amounts exceeding fifty thousand Euro, (€50,000.00) for which the terms of payment have expired and payments are still due or no suspension measures are in place.

Otherwise, whether would not be possible providing the DURF, Accenture undertakes to submit the documentation required by paragraph 1 of Article 17 bis of Legislative Decree no. 241 of 9 July 1997".

**2. INTELLECTUAL PROPERTY; OWNERSHIP; RESTRICTIONS.** Section 6 of the Terms and Conditions shall be amended by deleting the following: "including limitations provided in FAR 12.212 and DFAR Section 227-7202".

**3. INDEMNIFICATION.** Section 7.1 of the Terms and Conditions is amended to delete and replace the first sentence in its entirety with the following: "Accenture will defend, indemnify and hold Client harmless against any claims asserting that the Service(s) infringe any patent, copyright, trademark, or trade secret of a third party existing in Italy, and will pay any and all damages finally awarded by a court and actually paid by Client, or agreed to in a final settlement by Accenture and attributable to such claim."

**4. LIMITATION OF LIABILITY.** Sections 10.2 and 10.3 of the Terms and Conditions are deleted in their entirety and replaced with the following:

"10.2 To the maximum extent permitted by applicable law and regardless of whether any remedy set forth in the Agreement fails of its essential purpose, in no event will Accenture or its licensors be liable to Client (whether for contractual or extracontractual liability), for: (i) any costs of procurement of substitute or replacement goods and services, loss of profits, diminution in stock price or reputational harm, loss of or corruption to data, business interruption, loss of production, loss of revenues, loss of contracts, loss of goodwill, anticipated savings, wasted management and staff time; whether (in any such case) arising directly or indirectly out of this Agreement or use of the Online Services, and whether or not Accenture or its licensors have been advised such damages or losses might occur; or (ii) any other incidental or indirect damages.

10.3 Subject to sections 10.1 and 10.2, to the extent permitted by applicable law, Accenture and its licensor's total aggregate liability for all claims arising under or in connection with the Agreement, whether for contractual or extracontractual liability, statute or otherwise, is limited to the payment of direct damages and shall not exceed the greater of the fees actually paid or payable for the Service(s) giving rise to the claim during the twelve (12) months before the cause of action arose".

**5. GENERAL.** Section 13.6 of the Terms and Conditions is amended as follows:

(i) In the first sentence "the State of New York and the United States" is deleted and replaced with "Italy".

(ii) The last sentence "Any dispute relating to the Agreement must be filed in state or federal courts of New York" is deleted and replaced as follows: "Any dispute relating to the Agreement shall be submitted to the exclusive jurisdiction of the Court of Milan".

**6.** The following new section is added as new Section 14:

"14. **Specific Approval.** The following Sections are expressly approved by Client pursuant to articles 1341 and 1342 of the Italian civil code:

- Section 2. **USE OF ONLINE SERVICES.**
- Section 3. **TERM; TERMINATION; END OF ONLINE SERVICE.**
- Section 4. **INVOICES; FEES; PAYMENT; TAXES.**
- Section 5. **LIMITED WARRANTY.**
- Section 6. **INTELLECTUAL PROPERTY; OWNERSHIP; RESTRICTIONS.**
- Section 7. **INDEMNIFICATION.** -
- Section 8. **CONFIDENTIALITY.**
- Section 9. **DATA PROTECTION.**
- Section 10. **LIMITATION OF LIABILITY.**
- Section 13. **GENERAL.** "

## JAPAN – Accenture Japan Ltd

**1. DEFINITIONS.** The definition of "Data Protection Laws" in Section 1 of the Terms and Conditions is amended to include: "the Act on the Protection of Personal Information (Act No. 57 of May 30, 2003, Japan)."

**2. INVOICES; FEES; PAYMENT; TAXES.** Section 4.2 (i) is deleted in its entirety and replaced with the following: "charge interest on such overdue sum on a day-to-day basis from the due date until paid in full the lesser of 14.6% per year or the maximum rate permitted by applicable law".

**3. VERIFICATION.** Section 11 of the Terms and Conditions is amended to delete and replace the second to last sentence in its entirety with the following: "Interest is at the rate of 14.6% per year or the highest interest rate allowed by law, whichever is lower, from the date on which any amount became due."

**4. GENERAL.** Section 13.6 of the Terms and Conditions is amended as follows:

- (i) In the first sentence “State of New York and the United States” is deleted and replaced with “*Japan*”.
- (ii) In the last sentence “state or federal courts of New York” is deleted and replaced with “*Tokyo District Court*”.

#### MALAYSIA – Accenture Solutions Sdn Bhd

**1. DEFINITIONS.** The definition of “Data Protection Laws” in Section 1 of the Terms and Conditions is amended to include “*the Malaysian Personal Data Protection Act, 2010 (“PDPA”)*”.

**2. INVOICES; FEES; PAYMENT; TAXES.** For the avoidance of doubt, tax payable by Client under Section 4.3 shall include the Malaysia Service Tax in accordance with the Service Tax Act of 2018.

**3. INDEMNIFICATION.** Section 7.1 of the Terms and Conditions is amended to delete and replace the first sentence in its entirety with the following: “*Accenture will defend, indemnify and hold Client harmless against any claims asserting that the Service(s) infringe any patent granted as of the date of delivery in Malaysia, copyright, trademark, or trade secret of a third party, and will pay any and all damages finally awarded by a court and actually paid by Client, or agreed to in a final settlement by Accenture and attributable to such claim.*”

**4. GENERAL.** Section 13.6 of the Terms and Conditions is amended as follows:

- (i) In the first sentence “State of New York and the United States” is deleted and replaced with “*Malaysia, without regard to conflict of laws provisions*”.
- (ii) The last sentence is deleted in its entirety and replaced with the following: “*Any dispute relating to the Agreement and any Order Confirmation may be referred for resolution by arbitration in accordance with the arbitration rules of the Asian International Arbitration Centre (“AIAC”). The arbitration will be conducted in Kuala Lumpur unless otherwise mutually agreed between the parties, in accordance with the AIAC Arbitration Rules for the time being in force, which is deemed to be incorporated by reference in this clause. The Tribunal shall consist of three arbitrators and the language of the arbitration shall be English. This Section will not apply to any claim for urgent interlocutory relief which can be referred to a court of competent jurisdiction. Before referring the dispute to arbitration, the parties shall seek an amicable settlement of that dispute by mediation in accordance with the AIAC Mediation Rules as in force on the date of the commencement of mediation.*”

#### MEXICO – Accenture, S.C

**1. DEFINITIONS.** The definition of “Data Protection Laws” in Section 1 of the Terms and Conditions is amended to include “*the Federal Law for the Protection of Personal Data in Possession of Private Companies and Individuals*”.

**2. INVOICES; FEES; PAYMENT; TAXES.** Section 4 of the Terms and Conditions is amended to include that invoices and payment shall be in MXN (Mexican Pesos).

**3. INTELLECTUAL PROPERTY; OWNERSHIP; RESTRICTIONS.** Section 6 of the Terms and Conditions shall be amended by deleting the following “including limitations provided in FAR 12.212 and DFAR Section 227-7202”.

**4. GENERAL.** Section 13 of the Terms and Conditions is amended as follows:

- (i) Section 13.1 of the Terms and Conditions is amended to include the following two paragraphs as follows:

*“Both parties declare to perform in compliance with the Mexican Federal Labor Law and any other labor regulations, thus consequently both assume any obligation derived from such fact as are, enunciatively but not exhaustively, the payment of salaries, the payment of social security quotes and tax retentions. During the performance of the Agreement, both parties will comply with any applicable federal, state and municipal law and regulations governing non-discrimination and affirmative action in employment.*

*In no case shall joint and several liability exist between Client and Accenture for court or out-of-court actions or claims, labor claims or claims or demands of any other nature made by either party’s employees or by third parties whether related or not to obligations and duties that the parties undertake hereunder. Any final judgment ordering Client and Accenture to jointly and severally pay for damages originating in facts related to the work relation of each party with its own employees shall be fully paid by the party such employees belonged to. Should one of the parties pay for total or partial damages resulting from a final judgment which should be paid by the other party, such party shall have the right to collect such amounts from the other party.”*

- (ii) Section 13.6 of the Terms and Conditions is amended as follows:

(a) The first sentence is deleted in its entirety and replaced with the following: “*The Agreement shall be governed by and construed in accordance with the laws of Mexico.*”

(b) The fourth sentence is deleted in its entirety and replaced with the following: “Each Party irrevocably submits to the jurisdiction of the courts of Mexico City in respect of any litigation relating to the Agreement.”

#### NETHERLANDS – Accenture B.V

**1. SUBSCRIPTION TERM; TERMINATION; END OF SERVICE AVAILABILITY.** The terms ‘terminated’ in section 3.2 of the Terms and Conditions and ‘termination’ in section 3.3 of the Terms and Conditions shall have the meaning of “*beeindigen*” and “*beeindiging*”.

**2. INVOICES; FEES; PAYMENT; TAXES.** Section 4.2 is deleted in its entirety and replaced with the following: “**4.2 Fees and Payment.** Client will pay the fees (“Fees”) for the Subscription within thirty (30) days from the date of invoice unless otherwise mutually agreed to in writing by the parties. All Fees are exclusive of taxes and expenses, which are additional. If any sum is not paid by the due date, Accenture reserves the right, without prejudice to any other remedy, to: (i) charge interest on such overdue sum on a day to day basis from the due date until paid in accordance with Article 6:119a Dutch Civil Code (“*Burgerlijk Wetboek*”); and/or (ii) suspend the provision of the Service(s) upon five (5) days prior notice, until paid in full.”

**3. INTELLECTUAL PROPERTY; OWNERSHIP RESTRICTION.** Section 6 of the Terms and Conditions is deleted in its entirety and replaced with the following: “Client acknowledges that the Service(s), Service Component(s) and related processes, instructions, methods, and techniques are owned by or have been developed by Accenture and/or its licensors, and that the same shall remain the sole and exclusive property of Accenture and/or its licensors. Client may not reverse engineer the Service(s) or Service Component(s) to the extent permitted by law. Accenture will not assert any ownership rights in Client Data.”

**4. LIMITATION OF LIABILITY.** Section 10 of the Terms and Conditions is deleted in its entirety and replaced with the following:

“10.1 Nothing in this Agreement excludes or limits Accenture’s liability to Client which cannot lawfully be excluded or limited, including, without limitation, liability for death or personal injury caused by negligence, or liability arising from a party’s willful misconduct or gross negligence.

10.2 Except for Accenture’s obligation of indemnification set forth in Section 7 (Indemnification), the sole liability of Accenture to Client for any and all claims in any manner related to the Agreement (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for direct damages, is limited to (in the aggregate) the greater of the total fees actually received by Accenture or payable for the Service(s) giving rise to the claim during the twelve (12) months before the cause of action arose. In no event Accenture will be liable for any indirect, consequential, incidental, indirect, special or punitive damages, including but not limited to loss of revenues, profit, goodwill, reputation, anticipated savings or business interruption.”

**5. GENERAL.** Section 13 of the Terms and Conditions is amended as follows:

(i) The first sentence in Section 13.5 of the Terms and Conditions is deleted in its entirety and replaced with the following as follows: “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 pursuant to article 6:75 Dutch Civil Code (“*Burgerlijk Wetboek*”).”

(ii) Section 13.6 of the Terms and Conditions is amended as follows:

(a) The first sentence is deleted in its entirety and replaced with the following: “The Agreement shall be governed by and construed in accordance with Dutch law (excluding its conflict of law rules). The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded.”

(b) The fourth sentence is deleted in its entirety and replaced with the following: “Any dispute relating to the Agreement must be filed in the relevant court of Amsterdam.”

#### NORWAY – Accenture AS

**1. GENERAL.** Section 13.6 of the Terms and Conditions is amended as follows:

(i) The first sentence is deleted in its entirety and replaced with the following: “The Agreement shall be governed by and construed in accordance with the laws of Norway.

(ii) The last sentence is deleted in its entirety and replaced with the following: “Each Party irrevocably submits to the jurisdiction of the courts of Oslo, Norway in respect of any litigation relating to the Agreement.”

## 1. DEFINITIONS.

- (i) The first letters of “personal data” in the definition of “Client Personal Data” Section 1 of the Terms and Conditions shall be capitalized to indicate that the term “personal data” is specially defined.
- (ii) The definition of “Data Protection Laws” in Section 1 of the Terms and Conditions is amended to include: “*the Philippine Data Privacy Act of 2012*”.
- (iii) A definition of “Personal Data” shall also be added to Section 1 as follows: “**Personal Data**” shall have the meaning as ascribed under the Philippine Data Privacy Act of 2012.”

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

- (i) Section 4.2 of the Terms and Conditions shall be amended by adding the following as the last sentence: “*All Fees, which shall be exclusive of Value Added Tax (VAT), shall be invoiced and paid in Philippine Pesos (PhP) unless otherwise agreed in writing.*”
- (ii) Section 4.3 of the Terms and Conditions shall be amended by adding the words “*such as VAT*” in the first sentence after the words “Client is responsible for all taxes,”.
- (iii) Section 4 of the Terms and Conditions shall be amended to include the following new clause:

*“4.4 Electronic Funds Transfer Payments. All amounts payable to Accenture, Inc. will be transmitted by way of electronic funds transfer (“EFT”) after the invoice is transmitted within thirty (30) days of Client’s receipt of undisputed invoice from Accenture, Inc. Client Affiliate shall notify Accenture, Inc. when it has already sent the payment through AEE.PhiIs.Treasury.Mla.Operations@accenture.com and copy to Accenture’s current business contract as stated in the Order Confirmation. Accenture, Inc. will then transmit the Official Receipt after the receipt of the payment. Payments to Accenture, Inc. will be sent to the bank account nominated below:*

*Account Name: ACCENTURE INC.*

*Account Number: 026-118943-041*

*Bank: The Hong Kong and Shanghai Banking Corporation Limited*

*Swift Code: HSBCPHMM*

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

**3. LIMITED WARRANTY.** Section 5.2 of the Terms and Conditions is amended by adding the following at the beginning of Section 5.2: “*To the extent allowed by law*”.

**4. INTELLECTUAL PROPERTY; OWNERSHIP; RESTRICTIONS INDEMNIFICATION.** Section 6 of the Terms and Conditions shall be amended by deleting the following: “including limitations provided in FAR 12.212 and DFAR Section 227-7202”.

**5. INDEMNIFICATION.** Section 7 of the Terms and Conditions is amended as follows:

- (i) Section 7.1 of the Terms and Conditions is amended to delete and replace the first sentence in its entirety with the following: “*Accenture will defend, indemnify and hold Client harmless against any claims asserting that the Service(s) infringe any existing Philippine patent, copyright, trademark, or trade secret of a third party, and will pay any and all damages finally awarded by a court and actually paid by Client, or agreed to in a final settlement by Accenture and attributable to such claim.*”
- (ii) Section 7.3 of the Terms and Conditions is amended to delete and replace the first sentence in its entirety with the following: “***THIS SECTION STATES CLIENT’S SOLE AND EXCLUSIVE REMEDY AND TO THE EXTENT ALLOWED BY LAW ACCENTURE’S SOLE AND EXCLUSIVE LIABILITY WITH RESPECT TO CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY.***”

**6. GENERAL.** Section 13.6 of the Terms and Conditions shall be deleted in its entirety and replaced with the following: “*13.6 The Agreement shall be governed by and construed in accordance with the laws of the Philippines unless otherwise agreed, as applicable, or the Order Confirmation. The Parties will make good faith efforts to resolve within thirty (30) days any dispute in connection with the Agreement by escalating it to higher levels of management. In the event that You fail to pay, when due, an amount equal or greater to two months’ average fees under any Order Confirmation, then Accenture will be permitted to suspend performance until such time as the matter in dispute is resolved. If the parties are unable to resolve the dispute within forty-five days, the dispute may be referred for resolution by arbitration in accordance with the Arbitration Law of the Philippines. This Agreement shall be governed by and construed in accordance with the laws of the Philippines, without regard to conflict of laws provisions; each party irrevocably submits to arbitration in Mandaluyong City, Philippines in accordance with the Arbitration Law of the Philippines for the time being in force, which is deemed to be incorporated by reference in this clause. The Tribunal shall consist of three arbitrators and the language of the arbitration shall be English. This clause will not apply to any claim for urgent interlocutory*



relief which can be referred to a court of competent jurisdiction. Any dispute relating to the Agreement must be filed in courts of Mandaluyong City.”

**7. PEZA COMPLIANCE.** The following Section 14 shall be added of the Terms and Conditions as a new Section 14 of the Terms and Conditions:

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

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

For purposes of the Agreement, “Commencement Date” shall mean the date Accenture receives the PEZA approval to perform work or service in Client’s location through a Letter of Authority (“**PEZA LOA**”). Client acknowledges and agrees that the issuance of the PEZA LOA is not assured under any circumstances and Accenture shall not perform any work or service in Client’s location prior to the issuance of the PEZA LOA.

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

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

#### SAUDI ARABIA – Accenture Saudi Arabia Limited

**1. DEFINITIONS.** The definition of “Data Protection Laws” in Section 1 of the Terms and Conditions is deleted in its entirety and replaced with the following: “**“Data Protection Laws”** means all applicable data protection and privacy Laws that apply to the processing of personal data for a particular Service(s).”

**2. GENERAL.** Section 13 of the Terms and Conditions is amended as follows:

(i) Section 13.6 of the Terms and Conditions is amended as follows:

(a) The first sentence is deleted in its entirety and replaced with the following: “*The Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Saudi Arabia.*”

(b) The fourth sentence is deleted in its entirety and replaced with the following: “*Each Party to the Agreement irrevocably submits to the jurisdiction of courts of the Kingdom of Saudi Arabia in respect of any litigation relating to the Agreement.*”

(ii) Section 13.8 of the Terms and Conditions is deleted in its entirety and replaced with the following: “*Each party will comply with all laws and regulations applicable to their respective businesses. Each party will comply with U.S. export control and sanctions laws with respect to the export or re-export of United States origin goods, software and technical data, or the direct product of the same, which includes abiding by all such regulations in respect of all information supplied by or on behalf of the other party. Prior to providing Accenture any goods, software or technical data subject to export controls, Client will provide written notice specifying the nature of the controls and any relevant export control classification numbers. Accenture will not be required to: (i) have access to or be provided with any products, technology or services that require government authorization to use, export or otherwise transfer; (ii) engage in business activities involving the Crimea region, Cuba, Iran, North Korea, Sudan or Syria; or (iii) take, or refrain from taking, any action where to do so would be inconsistent with or penalized under the laws of the United States or any applicable foreign jurisdiction, including without limitation the laws administered by the U.S. Treasury and Commerce Departments.*”

#### SINGAPORE – Accenture Pte Ltd

**1. GENERAL.** Section 13.6 amended as follows:

(i) In the first sentence “State of New York and the United States” is deleted and replaced with “*Republic of Singapore*”.

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

## SOUTH AFRICA – Accenture South Africa Proprietary Limited

**1. DEFINITIONS.** The definition of “Data Protection Laws” in Section 1 of the Terms and Conditions is amended to include “*the South African Protection of Personal Information Act, 2013*”.

**2. INVOICES; FEES; PAYMENT; TAXES.** Section 4.3 is deleted in its entirety and replaced with the following: “**4.3 Taxes.** Client is responsible for all taxes, goods and services tax, including taxes incurred on transactions between and among Accenture, its Affiliates, and third-party subcontractors to the extent applicable to the transactions under the Agreement, customs duties, import fees or other similar charges, and all other mandatory payments imposed by government entities with respect to the Service(s) or other items provided under the Agreement, excluding tax imposed on Accenture’s net income and withholding taxes. Accenture will invoice applicable taxes as a separate line item. If a transaction is exempt from tax, Client will provide Accenture with a valid exemption certificate or other evidence of such exemption in a form acceptable to Accenture in advance of the applicable invoice date. The Place of Supply is as set out in the Order Confirmation. Accenture will raise the invoice and apply VAT based on the Place of Supply. If Client is required by law to withhold any tax from Client’s payment to Accenture, Client will provide Accenture with original or certified copies of all tax payment receipts or other evidence of payment of taxes by Client with respect to transactions under the Agreement. If Client fails to provide Accenture with such tax payment receipts, if applicable, then Client will reimburse Accenture for any fines, penalties, taxes and other governmental agency charges resulting from such failure.”

**3. INDEMNIFICATION.** Section 7.1 of the Terms and Conditions is amended to delete and replace the first sentence in its entirety with the following: “*Accenture will defend, indemnify and hold Client harmless against any claims asserting that the Service(s) infringe any existing South African patent, copyright, trademark, or trade secret of a third party, and will pay any and all damages finally awarded by a court and actually paid by Client, or agreed to in a final settlement by Accenture and attributable to such claim.*”

**4. DATA PROTECTION.** Section 9 of the Terms and Conditions is amended as follows:

(i) Section 9.1.4 of the Terms and Conditions is deleted in entirety and replaced with the following: “*Accenture is a service provider and/or processor and/or operator with respect to the Client Personal Data and Client is an owner and/or controller and/or responsible party or processor, as applicable, of the Client Personal Data.*”

**5. LIMITATION OF LIABILITY.** Section 10 of the Terms and Conditions is amended as follows:

- (i) Section 10.1 of the Terms and Conditions is amended by adding the words “*Subject to 10.2*” to the beginning of the first sentence.
- (ii) Section 10.2 (I) of the Terms and Conditions is amended by replacing the word “*TORT*” with the word “*DELICT*”.
- (iii) Section 10.2 (II) of the Terms and Conditions is amended to add “*PUNITIVE*” after “*SPECIAL*,” and prior to “*CONSEQUENTIAL*”
- (iv) Section 10.3 of the Terms and Conditions is deleted and replaced with the following: “*10.3 SUBJECT TO SECTIONS 10.1 and 10.2 above, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ACCENTURE’S OR LICENSOR’S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT WHETHER IN CONTRACT, DELICT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY, IS LIMITED TO THE GREATER OF THE FEES ACTUALLY PAID OR PAYABLE FOR THE ONLINE SERVICE GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS BEFORE THE CAUSE OF ACTION AROSE.*”

**6. GENERAL.** Section 13 of the Terms and Conditions is amended as follows:

- (i) Section 13.6 is amended as follows:
  - (a) In the first sentence “*State of New York and the United States*” is deleted and replaced with “*South Africa*”.
  - (b) In the last sentence “*state or federal courts of New York*” is deleted and replaced with “*the High Court of South Africa*”
- (ii) The following new Section 13.10 shall be added of the Terms and Conditions: “*Client warrants that in the event Client is a public sector entity, Client’s entering into of the Agreement is done in compliance with any laws and internal policies regarding procurement of services of the nature and to the value of the Service(s). Client will be responsible for damages to Accenture and hereby accept liability for such damages, in the event Client is not compliant and the Agreement is set aside or found to be unlawful or void as a result of a lack of compliance with such laws or internal policies.*”

## SPAIN – Accenture, S.L.

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

**2. GENERAL.** Section 13.6 of the Terms and Conditions is deleted in its entirety and replaced with the following:

“*13.6 The Agreement shall be governed by and construed in accordance with the laws of Spain. The parties will make good faith efforts to resolve within thirty (30) days any dispute in connection with the Agreement by escalating it to higher levels of management. In the event that Client fails to pay, when due, an amount equal or greater to two months’ average fees under any*

Order Confirmation, then Accenture will be permitted to suspend performance until such time as the matter in dispute is resolved. Any dispute relating to the Agreement must be filed in courts of Madrid, Spain.

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

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

#### SWEDEN – Accenture AB

**1. GENERAL.** Section 13.6 of the Terms and Conditions is amended as follows:

(i) The first sentence is deleted in its entirety and replaced with the following: "*The Agreement shall be governed by and construed in accordance with the laws of Sweden.*"

(ii) The last sentence is deleted in its entirety and replaced with the following: "*Each Party irrevocably submits to the jurisdiction of the courts of Stockholm, Sweden in respect of any litigation relating to the Agreement.*"

#### SWITZERLAND – Accenture AG

**1. LIMITATION OF LIABILITY.** Sections 10.2 and 10.3 are deleted in their entirety and replaced with the following:

"10.2 If not stated otherwise in this Section 10, the total aggregate liability of Accenture under this or in connection with the Agreement for any and all matters relating to or losses arising in connection with the Agreement irrespective of the legal basis the underlying claim, shall be limited to in aggregate an amount equal to one hundred per cent (100%) of the fees paid and payable for the Service(s) during the twelve (12) month period immediately preceding the date of the event giving rise to the claim under consideration, For the avoidance of doubt, the caps on liability are total aggregate caps and not per incident or annual caps.

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

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

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

10.6 In no event, but subject to restrictions set out in subsections 10.1, 10.2 or 10.4, will the measure of damages payable by Accenture include, nor will Accenture be liable for loss of indirect damages or punitive damages.

10.7 Unless provided otherwise in the Agreement, any and all claims of Client against Accenture shall be subject to a limitation period of one year from the date of accrual and the date on which Client discovered or, absent recklessness on the part of Client, would have discovered the circumstances giving rise to the claim, except for claims defined in subsections 10.1, 10.2 or 10.4.

10.8 The terms "ensure", "ensuring" or "guarantee" as used within the Agreement or any Order Confirmation shall describe a regular performance obligation only and shall not imply a liability independent from negligence or intent, in particular it shall not be interpreted as a promised feature (zugesicherte Eigenschaft) in the meaning" of the Swiss Code of Obligations."

**2. GENERAL.** Section 13.6 of the Terms and Conditions is amended as follows:

(i) In the first sentence "State of New York and the United States" is deleted and replaced with "Switzerland".

(b) In the last sentence "state or federal courts of New York" is deleted and replaced with "the courts of Zurich".



## THAILAND – Accenture Co., Ltd

**1. DEFINITIONS.** The definition of “Data Protection Laws” in Section 1 of the Terms and Conditions is amended to include “*the Thailand Personal Data Protection Act, B.E. 2562 (2019) (“PDPA”) and Cybersecurity Act, B.E. 2562 (2019)*”.

**2. INDEMNIFICATION.** Section 7.1 of the Terms and Conditions is amended to delete and replace the first sentence in its entirety with the following: “*Accenture will defend, indemnify and hold Client harmless against any claims asserting that the Service(s) infringe any existing patent granted as of the date of delivery in Thailand, copyright, trademark, or trade secret of a third party, and will pay any and all damages finally awarded by a court and actually paid by Client, or agreed to in a final settlement by Accenture and attributable to such claim*”

**3. GENERAL.** Section 13.6 of the Terms and Conditions shall be amended as follows:

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

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

## UNITED ARAB EMIRATES – Accenture Middle East B.V. Dubai Branch

**1. DEFINITIONS.** The definition of “Data Protection Laws” in Section 1 of the Terms and Conditions is deleted in its entirety and replaced with the following: “**“Data Protection Laws”** means all applicable data protection and privacy Laws that apply to the processing of personal data for a particular Service(s).”

**2. GENERAL.** Section 13 of the Terms and Conditions shall be amended as follows:

(i) Section 13.6 of the Terms and Conditions shall be amended as follows:

(a) The first sentence is deleted in its entirety and replaced with the following: “*The Agreement shall be governed by and construed in accordance with the laws of United Arab Emirates.*”

(b) The last sentence is deleted in its entirety and replaced with the following: “*Each Party to this Agreement irrevocably submits to the jurisdiction of United Arab Emirates courts in respect of any litigation relating to the Agreement.*”

(ii) Section 13.8 of the Terms and Conditions is deleted in its entirety and replaced with the following: “*Each party will comply with all laws and regulations applicable to their respective businesses. Each party will comply with U.S. export control and sanctions laws with respect to the export or re-export of United States origin goods, software and technical data, or the direct product of the same, which includes abiding by all such regulations in respect of all information supplied by or on behalf of the other party. Prior to providing Accenture any goods, software or technical data subject to export controls, Client will provide written notice specifying the nature of the controls and any relevant export control classification numbers. Accenture will not be required to: (i) have access to or be provided with any products, technology or services that require government authorization to use, export or otherwise transfer; (ii) engage in business activities involving the Crimea region, Cuba, Iran, North Korea, Sudan or Syria; or (iii) take, or refrain from taking, any action where to do so would be inconsistent with or penalized under the laws of the United States or any applicable foreign jurisdiction, including without limitation the laws administered by the U.S. Treasury and Commerce Departments.*”

## UNITED KINGDOM – Accenture (UK) Limited

**1. GENERAL.** Section 13.6 of the Terms and Conditions shall be amended as follows:

(i) The first sentence is deleted in its entirety and replaced with the following: “*The Agreement shall be governed by and construed in accordance with the laws of England.*”

(ii) The last sentence is deleted in its entirety and replaced with the following: “*Each Party irrevocably submits to the jurisdiction of the courts of England in respect of any litigation relating to the Agreement.*”