

ACCENTURE SOFTWARE FOR HCM - EVALUATION LICENSE AGREEMENT

THIS EVALUATION/DEMONSTRATION LICENSE AGREEMENT sets forth the terms and conditions under which Accenture grants to Licensee the use of the software program and related user documentation specified in the Order Form separately entered into by Accenture and Licensee (the "Software"). You may only download, install, copy, access or otherwise use the Software if you and Accenture have formally executed a valid written Order Form expressly incorporating these terms by reference (such Order Form combined with these terms constituting the "Agreement"). IF YOU HAVE NOT EXECUTED SUCH AN ORDER FORM OR DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL, COPY, ACCESS, OR USE THE SOFTWARE, AS YOU HAVE NO RIGHTS TO DO SO.

1. Grant of License and Term

Subject to compliance with the terms of this Agreement, Accenture hereby grants to Licensee, a non-transferable, nonexclusive, limited license to install and use one copy of the object code form of the Software in a non-production environment, solely for the purpose of Licensee evaluating the Software in accordance with the terms and conditions of this Agreement ("License"). Unless stated otherwise in the Order Form, this License shall be valid for 30 days from the effective date of the Order Form ("License Term"), unless terminated sooner in accordance with Section 5. Licensee's viewing and use of the Software, as permitted hereunder, shall be only at the Licensee site and on the Licensee-owned and controlled environment as stated in the Order Form.

2. Payment

Unless otherwise stated in the Order Form, the License set forth herein is provided to Licensee at no charge; however, Licensee agrees to pay all applicable taxes resulting from any transaction under this Agreement, except taxes based on Accenture's income.

3. Warranty

THE SOFTWARE IS PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND TO THE EXTENT PERMITTED BY LAW INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, NON-INFRINGEMENT, AND INTERFERENCE WITH ENJOYMENT. Accenture has no obligation to provide any maintenance or support in relation to the Software under this Agreement.

4. Confidential and Proprietary Information

Licensee acknowledges that the Software is confidential and proprietary to Accenture or its Third Party Licensors ("Third Party Licensors") and includes trade secrets and may include inventions for which a patent has been or may be applied for or issued. All right, title and interest in any copyrights, patents, trade secrets, and any other intellectual property rights related to the Software, and related to all copies, partial copies, adaptations, additions, collective works, compilations, derivative works, enhancements, modifications, and translations of the Software, regardless of when, or by whom created, shall remain in or are assigned to Accenture or its Third Party Licensors. Nothing in this Agreement shall be construed to convey any title or ownership rights to Licensee. Licensee agrees to hold the Software in strict confidence and to safeguard the Software from disclosure to third parties and from reproduction and use.

Licensee shall not: (i) disclose, encumber, assign, sublicense, sell, give, furnish, distribute or otherwise make the Software available, in any form, to any other person, firm or corporation; (ii) copy, install, translate, port, decompile, reverse engineer, or create derivative works of the Software; (iii) use the Software in any manner except as specifically set forth herein; (iv) use the Software; or permit use of the Software in a live or production environment without Accenture's prior written consent; (v) remove or alter any copyright, proprietary notices and legends; Each party will comply with applicable export control and sanctions laws with respect to the export or re-export of goods, software and technical data, or the direct product of the same, which includes abiding by all such regulations in respect of all information supplied by or on behalf of the other party.

5. Termination

Accenture may terminate this Agreement, and/or the License granted hereunder at any time and for any or no reason by providing Licensee with two (2) days prior written notice. Upon termination or expiration of this Agreement or the License hereunder for any reason, Licensee agrees to cease using the Software

and to de-install and promptly destroy or return (at Accenture's option) all copies the Software to Accenture and, in the case of destruction, certify to Accenture that it has done so.

The provisions of Sections 2, 4, 5, 6, and 7 will survive the termination of this Agreement or the license hereunder for any reason.

6. Limitation of Liability

Accenture's liability for any claim related to the Software or this Agreement, regardless of the form of action (whether in contract or, when allowed by applicable law, tort, including negligence, or by statute) will in no event exceed US\$1000 or the equivalent value in local currency. In no event will Accenture be liable for any indirect, incidental, special, consequential, or punitive damages, nor for any lost profits, loss of business, loss of revenue or savings, loss of goodwill or reputation, wasted management time or loss of data, even if Licensee has advised Accenture of their possibility.

Nothing in this Agreement shall limit Accenture's liability for death or personal injury caused by its negligence or for loss or damage for which liability cannot be limited or excluded by law.

7. General

The laws of the jurisdiction stated in the Order Form will govern the construction, validity and operation of this Agreement and the performance of all obligations hereunder; any litigation relating to this Agreement must be filed in the courts of the jurisdiction stated in the Order Form

Any provision of this Agreement that is held to be invalid, illegal, unenforceable, or void will in no way affect any other provision.

Neither party will be liable to any other party for any delay, error, failure in performance, or interruption of performance resulting directly or indirectly from causes beyond that party's reasonable control.

No waiver of any provision of this Agreement or any right or obligation of a party will be effective unless there is a signed writing evidencing the waiver. The failure of a party to enforce a right will not constitute a waiver of the right.

Any formal notice required by this Agreement shall be sent to the addresses set forth in the Order Form (a) in person; (b) by registered mail, postage prepaid; or (c) by a nationally recognized courier service. Notice shall be deemed sufficient upon receipt when delivered personally or by courier or overnight delivery service.

The provisions of this Agreement will be binding on the parties' successors and assigns. Licensee may not assign or transfer this Agreement, in whole or in part, without the prior written consent of Accenture and any assignment, transfer or attempt to assign or transfer by Licensee without consent will be void.

This Agreement will not be amended or modified other than in a writing signed by both parties. Any purchase order or other form supplied by Licensee is for its administrative convenience only and will not bind either party.

The provisions set forth in this Agreement constitute all the understandings and agreements between the parties with respect to the Software. Any prior agreements, letters, negotiations, promises, proposals, quotations, representations, or statements that are not expressly set forth in this Agreement are of no force or effect. Licensee acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein, and for its own purposes and not for the benefit of any third party.