

## ACCENTURE SOFTWARE FOR HCM - EVALUATION LICENSE AGREEMENT FOR APPS ON SAP CLOUD PLATFORM

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### 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. The termination will be effective for the future only. 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, 7 and 8 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. Client hardware and software requirements**

Client is responsible (i) for obtaining and maintaining all hardware, software, (including the SAP Cloud Platform and SAP SuccessFactors, hereafter the "Platform") and communications equipment, and co-location space necessary to access and use the Software installed on the Platform, and for paying all third-party access charges (e.g., ISP, telecommunications) incurred while using the Software, (ii) for implementing all Software updates on the Platform except as expressly agreed in a separate services agreement between Accenture and the Client, (iii) for maintaining control over, and the confidentiality of, all end user IDs, usernames, passwords, and other access credentials for the Software, plus for all use of the Software by those who have access to the Software through Client (directly or indirectly), (iv) for the compliance with the data privacy laws related to the acts or omissions of third parties, including SAP SE and/or Client, neither for any Client Personal Data provided on the Platform, (v) for taking steps to maintain appropriate security, protection and back up of the data (including Client Personal Data), content or resources that Client or its authorized users creates, transmits or displays via the Software on the Platform (hereafter, the "Client Content"), (vi) for the Client Content and for the consequences that may be linked to that Client Content.

Client acknowledges that it has been advised of and can comply with all minimum networking, hardware, software, firewalls and/or environmental conditions, and communications requirements applicable to the Software. Accenture shall have no responsibility related to Client's relationships with third parties, including SAP, and/or if in any event Client does not fulfill its obligation to obtain and maintain the requirements necessary to access and use the Software. Client agrees that its access to the Platform and SAP ERP Human Capital Management is governed by its relationships with SAP, and not Accenture.

Client acknowledges that access and use of the Software is dependent on third party providers, including SAP, and Accenture can make no guarantee that any given end user will be able to access the Software at any given time. There are also no assurances given that access to the Software will be available at all times or be uninterrupted, and Accenture shall not be liable to Client or to any third party for failure of accessibility to the Software, including failures of the Internet or for other causes beyond Accenture's reasonable control.

## **8. 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.