

1. AGREEMENT

- 1.1 The “**Agreement**” means: (i) the applicable purchase order issued by Accenture; (ii) these General Terms and Conditions of Purchase (“**General Terms**”); and (iii) additional written agreements, if any, relating to the transaction signed by Accenture and the indicated provider such as a master agreement, statement of work or letter agreement (“**Additional Agreements**”). The Agreement is the sole and exclusive agreement between the indicated provider (“**Supplier**”) and Accenture with respect to the Deliverables. By providing any Deliverables to Accenture, Supplier agrees it is bound by the Agreement. Supplier and/or Accenture may be referred to as a “**Party**” or “**Parties**” in these General Terms. “**Accenture**” means the entity that is a party to the Agreement and its Affiliates (collectively, “**Accenture**”).
- 1.2 In the event of any conflict among the terms of the Agreement, the following order of precedence will apply: (i) the applicable purchase order issued by Accenture; (ii) the Additional Agreements; and (iii) these General Terms.
- 1.3 General terms and conditions of Supplier which contradict or deviate from these General Terms shall not apply even if they have not expressly been rejected in an individual case.

2. PERFORMANCE/ WARRANTIES

- 2.1 Supplier warrants and undertakes that Deliverables will be free from defects in design, material and workmanship, be fit for purpose intended by Accenture and will conform to the Technical Specifications or agreed upon by the Parties in writing or as prescribed by applicable laws.
- 2.2 Supplier warrants that if any Deliverable(s) fails to meet any Technical Specifications or is otherwise nonconforming, Supplier will, at its own cost and expense and within 10 days of its receipt of written notice of such failure, either correct such deficiency or provide a plan acceptable to Accenture for correcting such deficiency. If such deficiency is not corrected within such 10-day period or a corrective plan is not accepted by Accenture, Accenture will have the option to require Supplier to: (i) provide a full refund; or (ii) promptly replace or reperform the Deliverable(s) at no charge or cost to Accenture. Supplier agrees to undertake the repairs or deliver Deliverables in the manner and at the place specified by Accenture.
- 2.3 All Deliverables will be subject to an inspection, testing and acceptance by Accenture, even if the Parties have not set forth any Technical Specifications regarding Deliverables. Accenture's inspection, testing or acceptance of Deliverables does not in any way change or affect Supplier's obligations or Accenture's rights under the Agreement. Nothing in the Agreement shall operate so as to exclude, restrict or modify the application of the relevant applicable laws on civil, commercial or consumers liability for defective products or any equivalent Spanish legislation, the exercise of a right conferred by such a provision, or any liability of either Party for a breach of a condition or warranty implied by such a provision, where this legislation would render it void to do so.

3 DELIVERY

- 3.1 Prices will be based on Delivery at the location specified by Accenture (Incoterms 2020 DAP; Delivery At Place), with all duties, tariffs, freight, insurance, and other costs related to transportation and Delivery being the responsibility of Supplier.
- 3.2 Risk of loss/damage for goods remain with Supplier until the goods have been delivered, inspected, and accepted by Accenture. Title in Deliverables supplied by Supplier under the Agreement transfers to Accenture on payment. Supplier is the importer and exporter of record (as the case maybe) and agrees to provide copies of all necessary documentation and approvals obtained by Supplier. Supplier agrees to provide free replacement of goods lost or damaged in transit, at no additional charge, within 3 Business Days of receipt of notice from Accenture. For Supplier's Delivery of goods, time is of the essence. In the event Supplier does not deliver goods on time, Accenture may terminate the Agreement as provided for in Section 8.
3.3 Supplier must pay to Accenture the liquidated damages specified under the purchase order or any Additional Agreements for every day from the date for Delivery up to and including the date of Delivery or the date the Agreement is terminated, whichever occurs first. Liquidated damages will be a debt due and payable to Accenture on demand and may be deducted from any payments otherwise due from Accenture to Supplier. The Parties agree that the liquidated damages are a fair and

reasonable pre-estimate of the damages likely to be sustained by Accenture if Delivery is not achieved by the date for Delivery.

- 3.4 As soon as Supplier becomes aware of any fact, event or circumstance that may delay the performance of Supplier's activities, Supplier must promptly notify Accenture in writing with details of the possible delay and the cause. If Supplier wants an extension of time then, within 5 Business Days after the issue of a notice under this Section, Supplier must give further written notice to Accenture setting out the full details of the cause of the delay with supporting documents and stating the period by which Supplier believes the date for Delivery should be extended. Within 5 Business Days, or as maybe agreed upon by the Parties in writing, after receipt of the extension of time notice, Accenture will notify Supplier of the period, if any, by which the date for Delivery will be extended. Any extension to the date for Delivery granted by Accenture is Supplier's sole remedy for any delay. For the period of the relevant delay, Supplier is not entitled to claim an increase in remuneration, damages, costs, or expenses in connection with such changes. Despite any other provisions of the Agreement, Accenture may, in its absolute discretion and at any time, extend the date for Delivery. Accenture has no obligation to and is not required to exercise this discretion for the benefit of Supplier. For the avoidance of doubt, Supplier will not be entitled to an extension of time to the extent that any delay was caused by Supplier's act or omission or acts or omission of Supplier Personnel. Any act or omission by Accenture or the failure by Supplier to grant a reasonable extension of time or to grant an extension of time will not cause the date for Delivery to be set at large.
- 3.5 Whenever applicable, Supplier must provide with each Deliverable, Documentation containing sufficient information to enable Accenture and its customers to effectively use the Deliverable (including any applicable software) in the manner reasonably contemplated under the Agreement. The Documentation must be furnished in both physical and electronic copies, must be complete, correct, and unambiguous, and in English and comply with all relevant laws and Technical Specifications. If Supplier becomes aware that any Documentation is incorrect or incomplete, Supplier must at its own cost promptly update and provide Accenture with the revised Documentation.
- 3.6 Packaging of the Items shall be as specified in the purchase order.
- 3.7 The Items shall be free and clear of all liens, charges, mortgages or encumbrances and rights of others of any kind whatsoever and Supplier shall fully indemnify and hold Accenture harmless in this regard.

4. PAYMENT, INVOICING, AUDIT AND TAXES

- 4.1 All prices are exclusive of VAT or similar taxes and will be invoiced in euros, unless otherwise specified. All prices are exclusive of VAT or similar taxes and will be invoiced in euros, unless otherwise specified. If the specified price is in a currency not otherwise in euros (“**Foreign Currency**”), Supplier shall convert the price in each invoice using the Agreed Exchange Rate. The “**Agreed Exchange Rate**” will be per the European Central Bank (available in <https://www.ecb.europa.eu/ecb/html/index.es.html>) for the Foreign Currency equivalent of euros 1 Business Day preceding the invoicing date.
- 4.2 Supplier is entitled to invoice Accenture after Delivery has taken place in accordance with Section 3 above. Invoices will be addressed to the invoicing department of the Accenture entity in the Agreement. All invoices submitted to Accenture must include adequate documentation, including, as applicable: (i) a statement that the Deliverables comply with the provisions of the Agreement; (ii) an explanation of the Deliverables provided during the period covered by the invoice, including applicable purchase order number, invoice number, invoice date, name of the requestor, description of the Deliverables and the corresponding price; and (iii) if expense reimbursement is provided for in the Agreement in relation to Supplier's services, itemised expenses with receipts or other supporting documentation if a receipt is unavailable.
- 4.3 Accenture will make payment within 60 days after receipt of Supplier's valid invoice in accordance with the Agreement. Payment of an invoice (in whole or in part) will not be deemed acceptance of any Deliverables.
- 4.4 Accenture is entitled to postpone and/or offset payment if Supplier owes Accenture money for any reason or if Accenture disputes the amount due in good faith.
- 4.5 During the term of the Agreement and for a period of 3 years thereafter,

Accenture will have the right, at its expense, to audit the books and records of Supplier related to Supplier's activities under the Agreement.

- 4.6 Applicable taxes will be billed as a separate item or line item. Accenture will pay sales, use, value added, goods and services, and all other similar taxes imposed by any official, authorised governmental entity for the Deliverables provided under the Agreement, excluding taxes based solely on Supplier's income or property. Accenture will pay such tax(es) in addition to the sums due under the Agreement provided that Supplier itemises them on a proper invoice. Accenture reserves the right to request proof of payment if previously paid by Supplier. If Accenture is required to withhold or deduct any taxes from any payment, Accenture will not be required to "gross up" the amount of such payment and will pay the total amount reflected on the invoice less the applicable withholding taxes. The Parties will cooperate in good faith to minimise taxes to the extent legally permissible. Each Party will provide and make available to the other Party any resale certificates, VAT exemptions, treaty certifications and other exemption information reasonably requested by the other Party.
- 4.7 Each Party has established, maintains and enforces policies, processes and controls as required by law and in accordance with any regulation or published guidance of tax authority to prevent the facilitation of tax evasion. The Parties agree to notify each other in writing within a reasonable timeframe of a breach of this Section or an attempt to facilitate tax evasion (either by the relevant Party or any other third-party) where this may affect the provision or receipt of the Provider Offerings or the operation of the Parties' businesses or the Parties' compliance with tax evasion law. A breach of the Section is deemed a material breach in accordance with the relevant "Termination" Section.

5. OWNERSHIP OF DELIVERABLES & INTELLECTUAL PROPERTY RIGHTS

- 5.1 Supplier hereby assigns and grants to Accenture all rights and licenses necessary for Accenture to access, use, transfer, and sell the Deliverables and to exercise the rights granted under the Agreement, and pass-through the same to its Affiliates, clients and designated users, for the use and benefit of Accenture and in providing services to Accenture's clients and business partners. Except with respect to any proprietary materials, programs, and documentation provided by Supplier or its suppliers and in existence prior to the services being performed under the Agreement ("Pre- Existing Materials"), all right, title and interest in the Deliverables, including all intellectual property rights, will be the exclusive property of Accenture, to the extent permitted by applicable law. Supplier hereby assigns to Accenture ownership of all right, title and interest in the Deliverables (excluding Pre-Existing Materials) This assignment includes, without limitation, the rights of reproduction, distribution, public communication (including making available to the public) and transformation (translation, adaptation, arrangement, among others; including the right to make and exploit derivative works) for their exploitation by any means, medium or format and through any system, process or mode of transmission, communication or distribution, whether for free or for consideration. The assignment to Accenture is granted on an exclusive basis, worldwide and sub-licensable, during the entire period of protection established by law for the rights in question, and includes the right to assign such rights to third parties
- 5.2 Supplier hereby assigns and grants to Accenture an irrevocable, non-exclusive, worldwide, perpetual and fully paid-up right and license to use and modify the Pre-Existing Materials to the extent necessary for Accenture to use the Deliverables as provided for in Section 5.1 above. Pre-Existing Materials or open source software will not be incorporated into any Deliverable without Accenture's prior written approval.
- 5.3 To the extent the Deliverables consist of software, Accenture will be entitled to install and use the software on equipment owned or controlled by Accenture or on cloud platforms provided by third parties. For avoidance of doubt, to the extent that any Deliverables consist of cloud-based services, such cloud-based services may be used by Accenture as provided for in Section 5.1 above.
- 5.4 Supplier agrees to defend, hold harmless and indemnify Accenture from any claim that a Deliverable (or any portion thereof) infringes or misappropriates any intellectual property right of a third party. In addition, if a claim of infringement is made, Supplier will, at its own expense, promptly exercise the first of the following remedies that is practicable: (i) obtain for Accenture the rights granted under the Agreement; (ii) modify

the Deliverable so it is non-infringing and in compliance with the Agreement; (iii) replace the Deliverable with a non-infringing one that complies with the Agreement; or (iv) accept the return or cancellation of the infringing Deliverable and refund any amount paid.

6. COMPLIANCE WITH LAWS

- 6.1 Supplier represents and warrants that it is aware of, understands, has complied with, and it and all Deliverables will comply with, all laws applicable to Supplier in the performance of the Agreement, in effect on, or that become effective after, the effective date of the Agreement, including but not limited to: [(i) Spanish Criminal Code and other local anti-corruption laws; (ii) data privacy laws, regulations and regulatory guidance, such as the Spanish Organic Act 3/2019, on the Protection of Personal Data and Guarantee of Digital Rights ("LOPDGDD") and the EU's General Data Protection Regulation 2016/679 of 27 April 2016 ("GDPR") (GDPR, LOPDGDD and any other equivalent law or regulation on data protection will be jointly referred to as "Data Protection Regulations"); (iii) Organic Act 6/2011, of June 30, amending Organic Act 12/1995, of December 12, against smuggling and any other export/import and economic sanctions laws ("Trade Control Laws"); (iv) immigration, labour and employment laws; (v) employment opportunity and anti-discrimination laws; and (vi) environmental laws and all contract clauses required by such laws are incorporated by reference. Supplier will not provide any Deliverables to Accenture that would cause a violation of any such laws.
- 6.2 Each Party shall comply with Trade Control Laws applicable to its performance under the Agreement, including the use and transfer of any Items. Without limiting the foregoing, neither Party shall transfer any Items:
- (i) to any geography subject to comprehensive economic sanctions (including without limitation the Crimea, Donetsk People's Republic (DNR) or Luhansk People's Republic (LNR) regions in Ukraine regions, Cuba, Iran, North Korea or Syria) (each a "Restricted Geography"); (ii) to any Party in violation of applicable Trade Control Laws; or (iii) that require government authorisation to use or transfer without first obtaining: (a) the informed consent of the other Party; and (b) the required authorisation. Accenture may decline in its sole discretion to engage in any activity under the Agreement with any connection to a Restricted Geography, or that Accenture otherwise determines could constitute a violation of applicable Trade Control Laws, without creating any liability on its part under the Agreement.
- 6.3 Supplier shall comply with and have internal processes that track and monitor compliance with (i) competent airworthiness authorities' rules and regulations as applicable (in particular the rules and regulations specified by the European Union Aviation Safety Agency (EASA) and/or military aviation authority); (ii) applicable laws with regard to Supplier's organization as well as the Deliverables; (iii) internal quality assurance processes meeting the requirements of IAQG standard 9100 or 9120, as applicable to the Deliverables (unless another standard is agreed in writing); and (iv) any requirements generally defined by the aircraft original equipment manufacturer (OEM), such as the use of OEM approved sub-suppliers; in each case as applicable at the time of performance. Supplier shall provide Accenture with the documentation required by Accenture to comply with certification requirements (e.g., certificates of conformance, inspection and/or test records).
- 6.4 Upon Accenture's reasonable request, Supplier shall make available such documentation as necessary to evidence compliance with the requirements pursuant to this Section 6.
- 6.5 Supplier will promptly notify Accenture of its violation of any applicable laws in its performance of the Agreement, and will defend, hold harmless and indemnify Accenture for any violation of such laws or a breach of Section 13.

7. LIABILITY AND INSURANCE

- 7.1 To the extent permitted by law, in no event will Accenture be liable for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages. To the extent permitted by law, in no event will Accenture's aggregate liability to Supplier for all claims exceed the total price payable by Accenture to Supplier under the Agreement.
- 7.2 Supplier will obtain and maintain all applicable and appropriate insurance, (including, without limitation, business, workers'

compensation, automotive, errors and omissions, professional and commercial general and liability insurance) in an amount consistent with Supplier's industry practice. If Supplier will have any access to personal data under the Agreement, such insurance will include cyber liability (data privacy) coverage.

- 7.3 To the extent permitted by law, the Parties agree that any applicable proportionate liability legislation is excluded in relation to all and any rights, obligations and liabilities under the Agreement whether such rights, obligations or liabilities are sought to be enforced as a breach of contract, or a claim in tort or otherwise.
- 7.4 Supplier agrees to defend, hold harmless and indemnify Accenture against, all loss, liability, damages, costs and expenses (including legal fees on a full indemnity basis) for (i) negligent, unlawful act or omission of Supplier; (ii) injury to, or death of any person and any loss of or damage to a third party's property, real or personal, to the extent caused or contributed to by Supplier, including without limitation under the under the Spanish Act 22/1994, on Product Liability Act; (iii) loss of or damage to property of Accenture, real or personal, and including Deliverables after Delivery to Accenture, to the extent caused by Supplier; and (iv) fines, penalties and other similar charges imposed by any government authority on Accenture owing to breach of the Agreement or noncompliance of applicable laws by Supplier.

8. TERMINATION

Accenture may immediately terminate the Agreement for its convenience (for any or no reason) at any time, in whole or in part, by providing written notification to Supplier. Unless expressly provided for in the Agreement, Accenture will have no obligation to pay any early termination fee or extra charges in relation to such termination.

9. CONFIDENTIALITY AND PUBLICITY

- 9.1 Supplier will keep the existence, nature and the content of the Agreement, Accenture Data, and any other information of Accenture, confidential and not disclose it to any other person. Supplier will ensure that Supplier Personnel are aware of, and have committed to, confidentiality and legal obligations with respect to such information. Supplier will not make any reference to the Agreement, its terms, business information, or use Accenture's name, logo or trademark in any public announcements, promotions or any other communication without Accenture's prior written consent.
- 9.2 Supplier may only use such confidential information for the purpose of performing its obligations under the Agreement.
- 9.3 Upon: (i) expiration or termination of the Agreement; or (ii) the request of Accenture; Supplier will return all confidential information of Accenture and Accenture Data or delete such information.
- 9.4 The confidentiality obligations regulated in this Section will be in force indefinitely, even after the termination of the Agreement for any reason, for as long as confidential information remains secret.

10. ASSIGNMENT AND SUBCONTRACTING

- 10.1 Supplier is engaged as an independent contractor. Nothing in the Agreement will be deemed or construed to create a joint venture, partnership or employment relationship between Accenture and Supplier (including Supplier Personnel). Accenture will have no liability or responsibility for Supplier's Personnel. Supplier will remove Supplier Personnel from any assignment under the Agreement, for any lawful reason at Accenture's sole and reasonable discretion.
- 10.2 Supplier will not assign, transfer or subcontract the Agreement or its rights or obligations (including its data privacy obligations) to any third party (whether resulting from a change of control, merger or otherwise) without Accenture's prior written consent. In any event Supplier will remain solely responsible for any and all acts, errors or omissions of its subcontractors (including its sub-processors).
- 10.3 Accenture's rights, benefits and/or obligations under the Agreement may be assigned or transferred to any Affiliate. Supplier hereby provides its consent in advance for such assignment or transfer.

11. SUPPLIER STANDARDS OF CONDUCT

Accenture is committed to conducting its business free from unlawful, unethical or fraudulent activity. Supplier will act in a manner consistent with the ethical and professional standards of Accenture as described in

the Accenture Supplier Standards of Conduct, including prompt reporting of unlawful, fraudulent or unethical conduct. A copy of these standards can be found at [accenture.com/us-en/company-ethics-code](https://www.accenture.com/us-en/company-ethics-code).

12. GOVERNING LAW AND DISPUTES

- 12.1 The Parties will make good faith efforts to resolve, in a confidential manner, any dispute which may arise under the Agreement, by escalating it to higher levels of management, prior to resorting to litigation or other legal process.
- 12.2 The Agreement and any dispute or matter arising under it will be governed by the laws of the Kingdom of Spain. Subject to Section 12.1, the courts of the city of Madrid will have exclusive jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

13. DATA PROTECTION AND PRIVACY

- 13.1 In addition to Supplier's obligations under Sections 6, 9, 10, and 14, Supplier will comply with this Section 13 when processing Accenture Personal Data.
- 13.2 If Supplier processes Accenture Personal Data in the course of providing Deliverables to Accenture or fulfilling its obligations under the Agreement, Supplier will: (i) only process Accenture Personal Data in accordance with the written instructions of Accenture or to the extent reasonably necessary for the performance of the Agreement, and at all times in compliance with applicable laws; (ii) provide full cooperation and assistance to Accenture in ensuring that rights of individuals under applicable laws (including GDPR and, in general, Data Protection Regulations) are timely and appropriately addressed, for the fulfilment of Accenture's obligations to comply with such laws; (iii) make all reasonable efforts to ensure that Accenture Personal Data is accurate and up-to-date at all times while in its custody or under its control, to the extent Supplier has the ability to do so; (iv) fully assist and cooperate with Accenture and its clients in ensuring their compliance with applicable laws, including Articles 32 to 36 of GDPR where applicable. Supplier will make available to Accenture and/or any supervisory authority all information necessary to demonstrate Supplier's compliance with the Agreement and applicable laws, and allow for and contribute to audits and inspections conducted by Accenture; (v) not retain any Accenture Personal Data for longer than is necessary for the performance of the Agreement or as required by applicable law; and (vi) ensure that any sub-processor(s) (approved under Section 10.2) must be bound by a written agreement that includes the same data protection obligations as set out in the Agreement.
- 13.3 Supplier will implement and maintain commercially reasonable and appropriate physical, technical and organisational security measures, including those set out in Section 14 below, to protect Accenture Data against a Security Incident and all other unauthorised or unlawful forms of processing. Supplier will (i) notify Supplier's point of contact at Accenture in writing and without undue delay, and any event within 48 hours of Supplier's discovery of the Security Incident; and (ii) investigate the Security Incident, taking all necessary steps to eliminate or contain the Security Incident, including cooperating with Accenture's remediation efforts, mitigating any damage, and developing and executing a plan, subject to Accenture's approval, that promptly reduces the likelihood of a recurrence of the Security Incident.
- 13.4 Supplier will notify Accenture promptly in writing of any investigation, litigation, arbitrated matter or other dispute relating to Supplier's or its sub-contractors' information security or privacy practices.
- 13.5 Supplier will not transfer, access or otherwise process Accenture Personal Data which originates from the European Economic Area (EEA), The United Kingdom of Great Britain and Northern Ireland (UK) and Switzerland to/from jurisdictions outside of an Approved Jurisdiction, without first entering into a legally valid data transfer mechanism(s) and/or additional agreement(s) with Accenture. "Approved Jurisdiction" means a member state of the EEA or any other jurisdiction or sector as may be approved by the European Commission as ensuring adequate legal protections for personal data, including UK and Switzerland.

14. INFORMATION SECURITY

- 14.1 **IT Industry Standards.** Supplier will implement appropriate technical and organisational security measures that comply with IT Industry Standards in all applicable goods, services, equipment, software systems and platforms that Supplier uses to access, process and/or store Accenture Data. "IT Industry Standards" means security measures that are

- commercially reasonable in the information technology industry and that are designed to ensure the security, integrity, and confidentiality of Accenture Data, and to protect against Security Incidents.
- 14.2 **Illicit Code.** Except for the functions and features expressly disclosed in Supplier's documentation made available to Accenture, the Deliverables will be free of any programs, subroutines, code, instructions, data or functions, (including but not limited to viruses, malware, worms, date bombs, time bombs, shut-down devices, keys, authorisation codes, back doors or passwords allowing Supplier access) that may result in any inoperability, damage, interruption, or interference of the Deliverables or any equipment on which the Deliverables reside or with which the Deliverables are capable of communicating.
- 14.3 **Security of All Software Components.** Supplier will inventory all software components (including open source software) used in Deliverables, and provide such inventory to Accenture upon request. Supplier will assess whether any such components have any security defects or vulnerabilities that could lead to a Security Incident. Supplier will perform such assessment prior to providing Accenture with access to such software components and on an on-going basis thereafter during the term of the Agreement. Supplier will promptly notify Accenture of any identified security defect or vulnerability and remediate same in a timely manner. Supplier will promptly notify Accenture of its remediation plan. If remediation is not feasible in a timely manner, Supplier will replace the subject software component with a component that is not affected by a security defect or vulnerability and that does not reduce the overall functionality of the Deliverable(s).
- 14.4 **Security Assessment.** If Accenture reasonably determines, or in good faith believes, that Supplier's security practices or procedures do not meet Supplier's obligations under the Agreement, then Accenture will notify Supplier of the deficiencies. Supplier will without unreasonable delay: (i) correct such deficiencies at its own expense; (ii) permit Accenture, or its duly authorised representatives, to assess Supplier's security-related activities that are relevant to the Agreement; and (iii) timely complete a security questionnaire from Accenture on a periodic basis upon Accenture's request. Security issues identified by Accenture will be assigned risk ratings and an agreed-to timeframe to remediate. Supplier will remediate all the security issues identified within the agreed to timeframes. Upon Supplier's failure to remediate any high or medium rated security issues within the stated timeframes, Accenture may terminate the Agreement in accordance with Section 8 above.
- 14.5 **Application Hardening.** Supplier will comply with this Section 14.5 if Supplier is providing Accenture with access to or the use of any software, including software-as-a-service or cloud-based software. Supplier will maintain and implement secure application development policies, procedures, and standards that are aligned to Industry Standard practices (e.g., SANS Top 35 Security Development Techniques and Common Security Errors in Programming and the OWASP Top Ten project). This applies to web application, mobile application, embedded software, and firmware development. All Supplier Personnel responsible for application design, development, configuration, testing, and deployment will be qualified to perform such activities and receive appropriate training on such policies, procedures, and standards.
- 14.6 **Infrastructure Vulnerability Scanning.** Supplier will scan its internal environments (e.g., servers, network devices, etc.) related to Deliverables monthly and external environments related to Deliverables weekly. Supplier will have a defined process to address any findings but will ensure that any high-risk vulnerabilities are addressed within 30 days.
- 14.7 **Application Vulnerability Assessment.** Supplier will comply with this Section 14.7 if Supplier is providing Accenture with access to or the use of any software, including software-as-a-service or cloud-based software. Supplier will perform an application security vulnerability assessment prior to any new release. The test must cover all application and/or software vulnerabilities defined by the OWASP or those listed in the SANS Top Cyber Security Risks or its successor current at the time of the test. Supplier will ensure all high-risk vulnerabilities are resolved prior to release. Supplier will provide a summary of the test results including any open remediation points upon request. Supplier will have a defined process to address any findings but will ensure that any high-risk vulnerabilities are addressed within 30 days.
- 14.8 **Penetration Tests and Security Evaluations of Websites.** Supplier will perform a comprehensive penetration test and security evaluation of all systems and websites involved in providing Deliverables prior to use and on a recurring basis no less frequent than quarterly. Supplier will have an industry recognised independent third party perform one of the quarterly tests. Supplier will have a defined process to address any findings but any high-risk vulnerabilities must be addressed within 30 days. Supplier will provide a summary of such tests and evaluations, including any open remediation points, to Accenture upon request.
- 14.9 **Asset Management.** Supplier will: i) maintain an asset inventory of all media and equipment where Accenture Data is stored. Access to such media and equipment will be restricted to authorised Supplier Personnel; ii) classify Accenture Data so that it is properly identified and access to it is appropriately restricted; iii) maintain an acceptable use policy with restrictions on printing Accenture Data and procedures for appropriately disposing of printed materials that contain Accenture Data when such data is no longer needed under the Agreement; iv) maintain an appropriate approval process whereby Supplier's approval is required prior to Supplier Personnel storing Accenture Data on portable devices, remotely accessing Accenture Data, or processing such data outside of Supplier facilities. If remote access is approved, Supplier Personnel will use multi-factor authentication, which may include the use of smart cards with certificates, One Time Password (OTP) tokens, and biometrics.
- 14.10 **Access Control.** Supplier will maintain an appropriate access control policy that is designed to restrict access to Accenture Data and Supplier assets to authorised Supplier Personnel. Supplier will require that all accounts have complex passwords that contain letters, numbers, and special characters, be changed at least every 90 days, and have a minimum length of 8 characters.
- 14.11 **Cryptography.** Supplier will maintain policies and standards on the use of cryptographic controls that are implemented to protect Accenture Data. **Secure Disposal or Reuse of Equipment.** Supplier will verify that all Accenture Data has been deleted or securely overwritten using Industry Standard processes, prior to disposal or re-use of equipment containing storage media.
- 14.12 **Operations Security.** Supplier must enable logging and monitoring on all operating systems, databases, applications, and security and network devices that are involved in providing Deliverables. Supplier will maintain anti-malware controls that are designed to protect systems from malicious software, including malicious software that originates from public networks. In addition, Supplier will use anti-malware software (of Industry Standard or better quality), maintain such software at the then current major release, purchase maintenance & support available from the vendor for such software, and promptly implement new releases and versions of such software.
- 14.13 **Information Transfer and Storage.** Supplier will use Industry Standard encryption to encrypt Accenture Data that is in transit. Supplier will also use Industry Standard encryption to restrict access to Accenture Data stored on physical media that is transported outside of Supplier facilities.
- 14.14 **Workstation Encryption.** Supplier will require hard disk encryption of at least 256-bit Advanced Encryption Standard (AES) on all workstations and/or laptops used by Supplier Personnel where such Supplier Personnel are accessing or processing Accenture Data.
15. **GENERAL**
- 15.1 No delay or failure by either Party to exercise any of its powers, rights or remedies under the Agreement will operate as a waiver of them. For purpose of the Agreement an email will be deemed to be "written" or a "writing".
- 15.2 If any part of the Agreement is found to be invalid, unlawful or unenforceable then such part will be severed from the remainder of the Agreement which will continue to be valid and enforceable to the fullest extent permitted by law.
- 15.3 Any changes to the Agreement will be valid and binding only if such changes are set forth in a written agreement signed by Supplier and Accenture. Any click-through, online or other terms or licenses accompanying any Deliverables are null and void and will not bind Accenture. The Parties expressly agree that any counteroffer by Supplier or terms contained in Supplier's response to, or acknowledgment or acceptance of, the Agreement, if any, that are additional to, or different from, the terms set forth in the Agreement will not apply and are hereby expressly rejected by Accenture.
- 15.4 The provisions of these General Terms, which by their nature survive

termination or expiration, including but not limited to provisions 1, 4, 5, 6, 7, 9, 12, 13, 14 and 15, will survive any termination or expiration of the Agreement.

16. DEFINITIONS

- 16.1 **"Accenture Data"** means all information, data and intellectual property of Accenture or its clients or other suppliers, collected, stored, hosted, processed, received and/or generated by Supplier in connection with providing the Deliverables to Accenture, including Accenture Personal Data.
- 16.2 **"Accenture Personal Data"** means personal data owned, licensed, or otherwise controlled or processed by Accenture including personal data processed by Accenture on behalf of its clients.
- 16.3 **"Affiliate"** means any entity, whether incorporated or not, that is controlled by or under common control with Accenture plc, a public limited company incorporated in Ireland with its registered office at 1 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland (registration number 471706) and its successors.
- 16.4 **"Business Day(s)"** shall include all days that do not fall on a Saturday, Sunday, or a public holiday in the city of Madrid.
- 16.5 **"control"** means the ability, whether directly or indirectly, to direct the management and policies of another entity by means of ownership, contract or otherwise.
- 16.6 **"Deliverables"** means the Items provided by Supplier under the applicable purchase order.
- 16.7 **"Delivery"** means that stage when Accenture determines the following has occurred:
- (i) the Deliverables are free from Defects and have passed all testing;
 - (ii) the Deliverables are in accordance with the Technical Specifications;
 - (iii) all Documentation and other information required under the Agreement have been supplied to Accenture; and
 - (iv) all the licenses and approvals to be obtained by Supplier under the Agreement have been transferred (to the extent permitted by legislation) to Accenture or Accenture's nominee.
- 16.8 **"Documentation"** means the detailed manual for instructions for the use, operation and maintenance of the Deliverable, together with any updates and supplements issued by Supplier.
- 16.9 **"Items"** means the goods, services, software, and or technology.
- 16.10 **"Security Incident"** means a known, or reasonably suspected, accidental or unauthorised loss, acquisition, disclosure, access, use or other form of compromise of Accenture Data.
- 16.11 **"Supplier Personnel"** means Supplier's personnel, contractors, and agents.
- 16.12 **"Technical Specifications"** means the specifications or requirements in the applicable purchase order or agreed upon by the Parties in writing.
- 16.13 **["Warranty Period"** means a period of 24 months from the date of Delivery.]