

1. AGREEMENT**1. 协议**

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 goods and/or services provided by Supplier under the applicable purchase order (collectively, “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 Accenture entity that is a party to the Agreement and its Affiliates (collectively, “Accenture”).

1.1 本“协议”指：(i) 由埃森哲发出的应适用的采购订单；(ii) 本采购通用条款和条件（“通用条款”）；以及 (iii) 如果有，其他由埃森哲与供应商签署的与本交易相关的书面协议，例如主协议、工作说明书或信函协议（“附加协议”）。本协议是提供商（“供应商”）与埃森哲就采购订单中的货物和/或服务（统称为“交付成果”）达成的唯一的、排他的协议。供应商同意，向埃森哲提供任何交付成果均受本协议约束。在本通用条款中，供应商和/或埃森哲可能被称为“一方”或“双方”。“埃森哲”是指作为本协议一方的埃森哲实体及其关联方（统称为“埃森哲”）。

1.2 In the event of any conflict among the terms of the Agreement, the following order of precedence will apply: (i) the Additional Agreements; (ii) the applicable purchase order issued by Accenture; and (iii) these General Terms.

1.2 如果本协议条款之间有任何冲突，按以下顺序优先适用：(i) 附加协议；(ii) 由埃森哲发出的应适用的采购订单；以及 (iii) 本通用条款。

1.3 An “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, where “control” means the ability, whether directly or indirectly, to direct the management and policies of another entity by means of ownership, contract or otherwise.

1.3 “关联方”是指任何直接或间接受埃森哲有限公司（Accenture plc）控制、控制埃森哲有限公司，或与埃森哲有限公司受共同控制的实体（无论是否具有独立法人资格）。埃森哲有限公司是一家根据爱尔兰法律设立的公众有限公司，注册地址为 1 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland（注册号 471706），并包括其继承人及承继主体。“控制”是指通过所有权、合同安排或其他方式，直接或间接拥有主导另一实体管理和政策决策的能力。

2. PERFORMANCE/ WARRANTIES**2. 履行/保证**

Supplier warrants and undertakes that the Deliverables will be free from defects in material and workmanship and will conform to any specifications or requirements in the Agreement or agreed upon by the Parties in writing. Supplier warrants that if any Deliverable(s) fails to meet any such specifications or requirements 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. All Deliverables will be subject to an inspection and acceptance by Accenture, even if the Parties have not set forth any specifications or requirements regarding the Deliverables in the Agreement.

供应商保证和承诺，交付成果绝无材质和工艺上的缺陷，并符合本协议约定的或双方书面同意的一切规格或要求。供应商保证，如果任何交付成果未能满足这些规格或要求或者在其他方面不合规，供应商将在收到不符合规定及要求的书面通知后 10 天内自费纠正此类缺陷或向埃森哲提交其认可的缺陷纠正计划。如果未能在此 10 天期限内纠正缺陷或埃森哲不接受此纠正计划，埃森哲将有权要求供应商：(i) 全额退款；(ii) 立即免费更换或重新

提供。即使双方未在本协议中约定有关交付成果的任何规格或要求，所有交付成果也须经过埃森哲的检查和验收。

3. DELIVERY**3. 交付**

Prices will be based on delivery at the location specified by Accenture, with all duties, tariffs, freight, insurance and other costs related to transportation and delivery being the responsibility of Supplier. Title to and risk of loss/damage for goods remain with Supplier until the goods have been delivered, inspected and accepted by Accenture. Supplier is the importer and exporter of record. 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.

价格将根据埃森哲指定的交付地点来确定，包含由供应商所承担的所有的税款、关税、运费、保险费及其他与运输和交付相关的费用。所有权及灭失、毁损的风险在货物送达且经埃森哲检查及验收后才由供应商处转移至埃森哲。供应商负责进出口申报。供应商同意在收到埃森哲通知后 3 个工作日内，免费更换运输途中丢失或毁损的货物，不收取额外费用。供应商交付货物，时间至关重要。如果供应商未能准时交付货物，埃森哲可以根据第 8 条的规定终止本协议。

4. PAYMENT, INVOICING, AUDIT AND TAXES**4. 付款、开票、审计和税款**

4.1 Unless otherwise expressly agreed by the parties, all prices under this Agreement shall be deemed to be inclusive of any applicable value-added tax (VAT) or other similar taxes and shall be settled in the lawful currency of the jurisdiction in which the relevant Accenture contracting entity is located. In recognition of the fact that actual performance of this Agreement may involve installment payments, different tax treatments, or other similar circumstances, the specific amount of each payment and whether such payment includes applicable taxes shall be discussed and confirmed by the parties based on the actual transaction arrangement. The final payment amounts shall be determined in accordance with the payment arrangements agreed by the parties and the corresponding invoicing details.

4.1 除双方另有明确约定外，本协议项下价格均应视为已包含适用的增值税或其他类似税费，并应以相关埃森哲签约主体所在司法管辖区的法定货币进行结算。鉴于实际履行过程中可能存在分期付款或不同税务处理方式等情形，各笔付款的具体金额及其是否包含相关税费，应由双方根据实际交易安排予以协商并确认，并以双方确认的付款安排及开票情况为准。

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, itemized expenses with receipts or other documentation if a receipt is unavailable.

4.2 供应商有权在根据上文第 3 条的规定交付后向埃森哲开票。发票将寄给本协议中埃森哲实体的发票部门。提交给埃森哲的所有发票都必须附上足够的书面文件，包括（如适用）：(i) 交付成果符合本协议约定的声明；(ii) 在发票期限内有关交付成果的说明，包括适用的采购订单号、发票号、发票日期、申请人姓名、交付成果描述及对应的价格；以及 (iii) 如果埃森哲就本协议中供应商的服务提供了报销，在没有发票时须有分项费用收据或其他书面凭证。

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.

4.3 埃森哲将根据本协议的规定，在收到供应商开具的有效发票后 60 天内付款。支付发票（全部或部分）金额不得视为已验收任何交付成果。

4.4 Accenture is entitled to postpone and/or offset payment if the Supplier owes Accenture money for any reason or if Accenture disputes the amount due in good faith.

4.4 如果供应商因任何理由尚有埃森哲欠款未结清，或者如果埃森哲对发票金额善意地提出异议，埃森哲有权推迟和/或抵销付款。

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.

4.5 在本协议有效期间及到期后 3 年内，埃森哲将有权自费审计供应商与本协议相关活动的单据和记录。

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, authorized governmental entity for 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 itemizes 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 minimize taxes to the extent legally permissible. Each Party will provide and make available to the other Party any resale certificates, treaty certifications and other exemption information reasonably requested by the other Party. Notwithstanding the foregoing, provided Accenture furnishes Supplier with a copy of a resale exemption certificate, no sales taxes will be billed to Accenture.

4.6 适用的税款将在账单中分开列明或单项列明。埃森哲将支付销售、使用、增值、货物与服务、及其他类似的由任何正式授权政府机构对本协议中提供的交付成果所征收的税款，基于供应商收入或财产征收的税款除外。除了本协议项下的总价款之外，埃森哲还将支付上述税款，但前提是供应商在适当的发票上分项列明以上税款。如果供应商已预先缴纳，埃森哲保留要求供应商提供纳税凭证的权利。若埃森哲根据适用法律法规要求就任何付款代扣、代缴或扣缴税款，埃森哲无义务就该等税款对付款金额进行补足。埃森哲应按照发票载明的应付金额，在扣除适用的代扣代缴税款后支付余额，并将依法扣缴的税款缴纳给相关税务机关。双方将诚信合作以在法律允许范围内尽量减少税款。经一方合理要求，另一方向其提供任何转售证明、税收协定证明和其他豁免信息。尽管有上述规定，如果埃森哲向供应商提供转售豁免证明的副本，供应商不得向埃森哲收取销售税。

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.

4.7 各方已经根据法律要求和税务机关的所有规定，制定、维护并执行政策、流程和控制措施，以防止为逃税提供便利。双方同意在合理的时间范围内书面通知对方违反本条规定或存在企图协助逃税的情况，如果这可能影响提供方产品的提供或接收或双方业务的运营或双方对相关的逃税法律的遵守。根据终止条款的规定，违反本条款被视为实质性违约。

5. OWNERSHIP OF DELIVERABLES & INTELLECTUAL PROPERTY RIGHTS

5. 交付成果所有权&知识产权

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 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) and waives any moral rights therein.

5.1 供应商在此转让和授予埃森哲用于访问、使用、转让、出售交付成果以及行使本协议项下权利所必需的一切权利和许可，并将此权利及许可同样授予埃森哲的关联方及指定用户，以供埃森哲使用或受益，并向其客户和业务伙伴提供服务。只要法律允许，除了有关任何专利品、项目方案、由供应商或其供应商提供的文档、以及在履行本协议义务之前存在的材料（“已有材料”）之外，交付成果的一切权利、所有权和收益（包括所有知识产权）都属于埃森哲的专有财产。供应商在此向埃森哲转让交付成果的一切权利、所有权和收益（不包括已有材料），并放弃其中的任何人身权利。

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.

5.2 供应商在此向埃森哲转让和授予不可撤销的、非排他的、全球范围内的、永久的和全额付清的权利和许可，以便埃森哲按照上述 5.1 条的规定在必要的范围内进行使用和修改已有材料。未经埃森哲事先书面批准，任何交付成果中不得含有已有材料或开源软件。

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.

5.3 如果交付成果由软件组成，埃森哲有权在埃森哲自有设备或其控制的设备或者由第三方提供的云平台上安装和使用该软件。为避免产生疑问，如果任何交付成果由云服务组成，埃森哲可按照上述第 5.1 条的规定使用此类云服务。

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.

5.4 供应商同意就埃森哲所遭受的任何由交付成果（或其任何部分）引起的侵犯或盗用任何第三方知识产权的索赔进行辩护、使之免受损害及赔偿埃森哲。另外，如果发生侵权索赔，供应商将立即自费实施以下补救措施中首先可操作的措施：(i) 为埃森哲争取本协议中享有的权利；(ii) 修改交付成果，使其不侵权并符合本协议；(iii) 用不侵权的且符合本协议规定的交付成果进行替换；或者 (iv) 接受埃森哲退货或取消侵权的交付成果，并退还所有已付款项。

6. COMPLIANCE WITH LAWS

6. 遵守法律

6.1 Supplier represents and warrants that it is aware of, understands, has complied with, and will comply with, all laws applicable to Supplier in the performance of the Agreement, including but not limited to: (i) anti-corruption laws such as the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and other local anti-corruption laws; (ii) data privacy laws, regulations and regulatory guidance, such as the EU's General Data Protection Regulation 2016/679 of 27 April 2016 ("GDPR"); (iii) export/import and economic sanctions laws ("Trade Control Laws"); (iv) immigration, labor and employment laws; (v) employment opportunity and anti-discrimination laws; and (vi) environmental laws. Supplier

will not provide any Deliverables to Accenture that would cause a violation of any such laws.

6.1 供应商声明并保证知悉、了解、已遵守和将遵守一切适用于供应商履行本协议的法律，包括但不限于：(i) 反腐败法律，例如《美国海外反腐败法》、《英国反贿赂法》和其他当地反腐败法律；(ii) 数据隐私法律、法规和监管指南，例如 2016 年 4 月 27 日颁布的《欧盟通用数据保护条例》2016/679；(iii) 出口/进口和经济制裁法律（“《贸易管制法》”）；(iv) 移民、劳工和就业法律；(v) 就业机会和反歧视法律；以及(vi) 环境法律。供应商将不会向埃森哲提供任何会导致埃森哲违反上述法律的交付成果。

6.2 Unless otherwise agreed in writing, the Supplier will not provide any Deliverables to Accenture that require an export license or other form of government authorization under applicable Trade Control Laws to transfer or use in connection with the Agreement. Upon request, the Supplier will provide Accenture with the export control classification under applicable Trade Control Laws of any Deliverables provided in the performance of the Agreement.

6.2 除非另有书面约定，否则供应商将不会向埃森哲提供需要出口许可证或根据适用的《贸易管制法》需要其他形式的政府机构授权才能转让或使用的任何交付成果。经埃森哲要求，供应商将向其提供交付成果适用《贸易管制法》规定的出口管制类别。

6.3 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 14.

6.3 供应商将立即告知埃森哲供应商在履行本协议时违反任何适用法律的行为，并对其任何违反此类法律或第 14 条规定的行为，为埃森哲辩护，使之免遭损害并赔偿埃森哲。

7. LIABILITY AND INSURANCE

7. 责任和保险

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.

7.1 在法律允许的范围内，埃森哲在任何情况下都不会为任何收入损失、利润损失、偶然、间接、后果性、特殊或惩罚性损害承担责任。在法律允许的范围内，埃森哲对供应商的所有责任在任何情况下都不得超过埃森哲根据本协议向供应商支付的全部金额。

7.2 Supplier will obtain and maintain all applicable and appropriate insurance, (including, without limitation, business, workers' compensation, auto, 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.

7.2 供应商将取得及维持所有适用的、恰当的保险，（包括但不限于业务、员工赔偿、机动车、错误和疏漏、专业和商业通用及责任保险），保险的金额应与其行业行为相符。如果供应商将根据本协议访问个人数据，则此保险将含有网络责任（数据隐私）保险的覆盖范围。

8. TERMINATION

8. 终止

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.

埃森哲可以在向供应商发出书面通知后，在其方便的任何时间（出于任何理由或没有理由）立即终止本协议的全部或部分内容。除非本协议中另有明确规定，埃森哲将没有义务支付因提前终止而产生的任何费用或与该终止相关的其他额外费用。

9. CONFIDENTIALITY AND PUBLICITY

9. 保密和公开

9.1 Supplier will keep the existence, nature and the content of the Agreement, Accenture Data (as defined in Section 14.1), and any other information of Accenture, confidential and not disclose it to any other person. Supplier will ensure that its personnel, contractors and agents (collectively, "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.

9.1 供应商将对本协议的存在、性质及内容、埃森哲数据（按第 14.1 条的定义）及任何其他埃森哲信息保密，并不会向任何其他人披露。供应商将确保其员工、承包商和代理（统称为“人员”）知悉和承诺与此类信息相关的保密义务及法律义务。未经埃森哲事先书面同意，供应商不得在任何公告、推广或任何其他沟通中提及本协议、本协议之条款、业务信息或使用埃森哲的名称、标识或商标。

9.2 Supplier may only use such confidential information for the purpose of performing its obligations under the Agreement.

9.2 供应商仅能就履行本协议项下义务的目的而使用此类保密信息。

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.

9.3 当：(i) 本协议到期或终止时，或(ii) 埃森哲要求时；供应商将返还埃森哲的一切机密信息和埃森哲数据，或者删除此类信息。

10. ASSIGNMENT AND SUBCONTRACTING

10. 转让和分包

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 its Personnel). Accenture will have no liability or responsibility for Supplier's Personnel. Supplier will remove Personnel from any assignment under the Agreement, for any lawful reason at Accenture's sole and reasonable discretion.

10.1 供应商为本协议的独立承包商。本协议中的任何内容都不得视为或解释为埃森哲与供应商（包括其人员）之间建立合资、合伙或雇佣关系。埃森哲将不会对供应商的人员承担责任或义务。在埃森哲单方给出合理的、合法的原因时，供应商可根据本协议将人员从任何工作中调离。

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 subprocessors).

10.2 未经埃森哲事先书面同意，供应商不会将本协议或其权利或其义务（包括其数据隐私义务）分配、转让或分包给任何第三方（无论是因控制权变更、合并还是其他原因导致）。无论如何，供应商都将其分包商（包括其分处理商）的任何及一切行为、错误或疏漏承担全部责任。

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.

10.3 埃森哲在本协议项下的权利、利益和/或义务可能被转让或转移给任何关联方。供应商在此对上述转让或转移表示同意。

11. SUPPLIER STANDARDS OF CONDUCT

11. 供应商行为标准

Provider must comply with the Accenture Supplier Standards of Conduct [<https://www.accenture.com/content/dam/accenture/final/a-com-migration/pdf/pdf-58/accenture-supplier-standards-of-conduct-final-en.pdf#zoom=50>], as updated by Accenture from time to time (the 'Accenture Supplier Standards'). Without prejudice to the foregoing, Provider:

a. warrants and represents to Accenture that it: (1) conducts risk-based human rights and environmental due diligence in its supply chain as appropriate; and (2) requires its own direct suppliers to comply with equivalent obligations to those set out in the Accenture Standards; and

b. must report to the Accenture Business Ethics Helpline any suspected or actual violations of the Accenture Standards.

供应商必须遵守埃森哲供应商行为规范

[<https://www.accenture.com/content/dam/accenture/final/a-com-migration/pdf/pdf-58/accenture-supplier-standards-of-conduct-final-en.pdf#zoom=50>], 该规范由埃森哲不时更新 (“埃森哲供应商规范”)。在不影响上述条款的情况下, 供应商: a. 向埃森哲保证并声明: (1) 在其供应链中酌情开展基于风险的人权和环境尽职调查; (2) 要求其自己的直接供应商遵守与埃森哲标准中规定的同等义务; 以及 b. 必须向埃森哲商业道德帮助热线报告任何涉嫌或实际违反埃森哲标准的行为。

12. GOVERNING LAW AND DISPUTES

12. 适用法律和争议

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.

12.1 在提起诉讼或其他法律程序之前, 双方将以保密的方式, 将任何有关本协议的争议提交给更高级别的管理人员以善意地解决。

12.2. The Agreement and any dispute or matter arising under it will be governed by the laws of the country where the Accenture entity in the Agreement is located, without giving effect to conflict of laws rules. Any dispute arising from or in connection with this Agreement shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC) for arbitration which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

12.2. 本协议以及任何有关本协议引起的争议或事宜受本协议中埃森哲实体所在国的法律管辖, 不受法律冲突规则的约束。任何由本协议引起的或与本协议相关的争议应提交至中国国际经济贸易仲裁委员会 (CIETAC), 按照申请仲裁时有效的 CIETAC 仲裁规则进行仲裁。仲裁裁决是终局的, 对双方均有约束力。《联合国国际货物销售合同公约》则不适用。

13. GENERAL

13. 通用条款

13.1 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”.

13.1 任何一方延迟或未能行使本协议赋予的权力、权利或采取补救措施, 不得被视为放弃该权力、权利或采取补救措施。就本协议之目的, 电子邮件将被视为 “书面” 文件。

13.2 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.

13.2 如果本协议的任何部分被视为无效、非法或不可执行, 则该部分将与其余部分分离, 其余部分将在法律允许的最大范围内继续有效并执行。

13.3 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 counter offer by Supplier or terms contained in the 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.

13.3 本协议的任何变更只有在供应商和埃森哲签署书面协议后才有效并对双方具有约束力。任何伴随交付成果的点击、网上或其他条款、许可都是无效的, 对埃森哲无任何约束力。双方明确同意, 任何供应商的反要约或

其对本协议的回复、确认书或同意书中包含的条款, (如有) 只要是额外添加的, 或不同于本协议的条款均不适用, 埃森哲在此明确拒绝。

13.4 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.

13.4 按性质在本协议终止或到期后继续有效的通用条款 (包括但不限于第 1、4、5、6、7、9、12、13、14 和 15 条) 将在本协议终止或到期后继续有效。

14. DATA PROTECTION AND PRIVACY

14. 数据保护和隐私

14.1 In addition to Supplier's obligations under Sections 6, 9, 10, and 15, Supplier will comply with this Section 14 when processing Accenture Personal Data. "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. "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.

14.1 除了第 6、9、10 和 15 条规定的供应商义务之外, 供应商在处理埃森哲个人数据时还应遵守第 14 条的规定。“埃森哲个人数据”是指由埃森哲拥有、许可或以其他方式控制或处理的个人数据, 包括由埃森哲代表其客户处理的个人数据。“埃森哲数据”是指供应商在向埃森哲提供交付成果时而收集、存储、托管、处理、接收和/或产生的有关埃森哲或其客户或者其他供应商的一切信息、数据和知识产权, 包括埃森哲个人数据。

14.2 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) are timely and appropriately addressed, for the fulfillment 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.

14.2 如果供应商在向埃森哲提供交付成果或履行本协议义务的过程中处理埃森哲个人数据, 供应商将: (i) 只根据埃森哲的书面指示或在履行本协议之合理必要的范围内处理埃森哲个人数据, 而且始终遵守适用的法律; (ii) 全面配合和协助埃森哲确保及时适当地处理适用法律 (包括 GDPR) 项下的个人权利, 以便埃森哲履行该法律规定的义务; (iii) 在供应商有能力的情况下, 尽一切合理努力确保埃森哲个人数据在其监管或控制下始终是准确的、最新的; (iv) 全面协助和配合埃森哲及其客户确保遵守适用的法律, 包括 GDPR 第 32 至 36 条 (如适用)。供应商将向埃森哲和/或任何监管机构提供必要的信息以证明其遵守了本协议及适用的法律, 允许及配合埃森哲开展的审计和检查; (v) 保留任何埃森哲个人数据的时间不会长于履行本协议之必要或适用法律要求的时间; 以及 (vi) 确保任何分处理商 (根据第 10.2 条规定的批准) 必须受一个具有与本协议所规定的的数据保护义务同等义务的书面协议的约束。

14.3 "Security Incident" means a known, or reasonably suspected, accidental or unauthorized loss, acquisition, disclosure, access, use or other form of compromise of Accenture Data. Supplier will implement and maintain commercially reasonable and appropriate physical, technical and organizational security measures, including those set out in Section 15 below, to protect

Accenture Data against a Security Incident and all other unauthorized 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.

14.3 “安全事件” 是指已知的或合理怀疑的意外或未经授权丢失、获取、披露、访问、使用或以其他方式泄露埃森哲数据。供应商将实施和维护商业上合理和适当的物理、技术和组织安全措施，包括下文第 15 条规定的措施，防止埃森哲数据发生安全事件和遭受所有其他未经授权或非形式的处理。供应商将(i) 在发现安全事件后 48 个小时内以书面形式通知供应商的埃森哲联系人，不得无故拖延；以及(ii) 调查安全事件，采取一切必要措施来消除或遏制安全事件，包括配合埃森哲的补救措施，减轻任何损害，以及制定和执行迅速降低安全事件复发可能性的计划（需得到埃森哲的批准）。

14.4 Supplier will notify Accenture promptly in writing of any investigation, litigation, arbitrated matter or other dispute relating to Supplier's or its subcontractors' information security or privacy practices.

14.4 供应商将立即以书面形式告知埃森哲与供应商或其分包商信息安全或隐私操作相关的任何调查、诉讼、仲裁事宜或其他争议。

14.5 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.

14.5 供应商未事先与埃森哲订立一个合法有效的数据传输机制和/或签署任何附加协议的情况下，不得将源自欧洲经济区 (EEA)、英国 (UK) 和瑞士的埃森哲个人数据传输至/从某个未经批准的管辖区域。“经批准管辖区域”是指 EEA 的成员国或者欧盟委员会批准的符合个人数据的充分法律保护要求的任何管辖范围或区域，包括英国和瑞士。

15. INFORMATION SECURITY

15. 信息安全

15.1 Industry Standards. Supplier will implement appropriate technical and organizational security measures that comply with Industry Standards in all applicable goods, services, equipment, software systems and platforms that Supplier uses to access, process and/or store Accenture Data. "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.

15.1 行业标准。 供应商将对用于访问、处理和/或存储埃森哲数据的所有适用货物、服务、设备、软件系统和平台，实施符合行业标准的适当技术和组织安全措施。“行业标准”是指在信息技术行业领域里商业上合理的安全措施，以确保埃森哲数据的安全性、完整性和机密性以及防止发生安全事件。

15.2 Illicit Code. Except for the functions and features expressly disclosed in Supplier's documentation made available to Accenture, 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, authorization 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.

15.2 非法代码。 除了在供应商向埃森哲提供的文件中明确披露的功能和特性之外，交付成果不应含可能导致该交付成果、或该交付成果之上的任何设备、或使该交付成果能通讯的任何设备停止运转、损坏、中断或干扰的

任何程序、子程序、代码、指令、数据或功能（包括但不限于病毒、恶意软件、蠕虫病毒、定期炸弹、定时炸弹、关闭装置、密钥、授权代码、后门或允许供应商访问的密码）。

15.3 Security of All Software Components. Suppliers will inventory all software components (including open source software) used in deliverables and provide such inventory to Accenture upon request. Suppliers 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).

15.3 所有软件组件的安全性。 供应商将清点在交付成果中使用的所有软件组件（包括开源软件），并要求向埃森哲提供以上软件组件的清单。供应商将评估所有软件组件是否存在可能引发安全事件的任何安全缺陷或漏洞。在本协议有效期内，供应商将在向埃森哲提供对此类软件组件的访问权之前及之后持续进行此类评估。供应商将立即向埃森哲告知其发现的任何安全缺陷或漏洞，并及时进行修复。供应商将立即向埃森哲告知其修复计划。如果无法及时修复，供应商将使用未受安全缺陷或漏洞影响且不会减少交付成果整体功能的组件来替换上述软件组件。

15.4 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 authorized 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. Suppliers will remediate all the security issues identified within the agreed 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.

15.4 安全评估。 如果埃森哲合理地确定或善意地认为，供应商的安全措施或流程无法满足本协议对供应商的义务要求，埃森哲将告知供应商该等缺陷。供应商毫不拖延地：(i) 自费纠正这些缺陷；(ii) 允许埃森哲或其正式授权代表对供应商与本协议相关的安全相关活动进行评估；以及 (iii) 应埃森哲要求，及时完成埃森哲定期提供的安全调查问卷。埃森哲对其发现的安全问题将确定风险等级并与供应商商定修复期限。供应商将在商定的期限内修复发现的所有安全问题。当供应商无法在规定的期限内修复任何高或中等级别安全问题时，埃森哲可根据上文第 8 条的规定终止本协议。

15.5 Application Hardening. Supplier will comply with this Section 15.5 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 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.

15.5 应用强化。 如果供应商正为埃森哲提供任何软件（包括软件即服务或基于云的软件）的访问权或使用权，供应商将遵守第 15.5 条的规定。供应商将维持和实施符合行业标准操作（例如 SANS 安全开发技术和编程中前 35 种常见安全错误，以及 OWASP 前十大项目）的安全应用开发政策、流程和标准。这适用于网络应用程序、移动应用程序、嵌入式软件和固件开发。所有负责应用程序设计、开发、配置、测试和部署的人员都应具有执行此类操作的资格，并接受有关此类政策、流程和标准的适当培训。

15.6 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. Suppliers will have a defined process to address any findings but will ensure that any high-risk vulnerabilities are addressed within 30 days.

15.6 基础设施漏洞扫描。供应商将每月扫描与交付成果相关的内部环境（例如，服务器、网络设备等）和每周扫描与交付成果相关的外部环境。供应商对任何扫描结果的处理将有一个明确的流程，而且确保在 30 天内解决任何高风险漏洞。

15.7 Application Vulnerability Assessment. Supplier will comply with this Section 15.7 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

15.7 应用漏洞评估。如果供应商正为埃森哲提供任何软件（包括软件即服务或基于云的软件）的访问权或使用权，供应商应遵守第 15.7 条的规定。供应商将在发布任何新版本之前执行应用安全漏洞评估。测试必须涵盖所有在 OWASP 中定义的或者在 SANS 中列出的最高网络安全风险或其测试时的出现的后续应用和/或软件漏洞。供应商将确保在发布之前解决所有高风险漏洞。供应商将应要求汇总测试结果，包括任何尚未修复的漏洞。供应商对任何结果的处理将有一个明确的流程，而且确保在 30 天内解决任何高风险漏洞。

15.8 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. Suppliers will have an industry recognized independent third party perform one of the quarterly tests. Suppliers 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.

15.8 网站渗透测试和安全评估。供应商将对所有提供服务的系统和网站在使用之前进行综合渗透测试和安全评估，并且至少每个季度进行一次。供应商将委托一个行业认可的独立第三方执行其中一次季度测试。供应商对任何结果的处理都将有一个明确的流程，而且任何高风险漏洞必须在 30 天内得到解决。供应商将应要求向埃森哲汇总此类测试和评估，包括任何未修复的漏洞。

15.9 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 authorized 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 its Personnel storing Accenture Data on portable devices, remotely accessing Accenture Data, or processing such data outside of Supplier facilities. If remote access is approved, Personnel will use multi-factor authentication, which may include the use of smart cards with certificates, One Time Password (OTP) tokens, and biometrics.

15.9 资产管理。供应商将 i) 为存放埃森哲数据的所有介质和设备维持一份资产清单。仅限于授权人员访问此类介质和设备；ii) 对埃森哲数据进行分类，以便恰当地识别并限制对埃森哲数据的访问；iii) 维持一份认可的使用政策，限制打印埃森哲数据以及按照本协议规定不再需要这些埃森哲数据时恰当处理这些打印材料的程序；iv) 维持恰当的审批流程，供应商人员将埃森哲数据存储于便携式设备、远程访问埃森哲数据或在供应商设施外处理此类数据之前需获得供应商的批准。如果批准远程访问，人员将使用多因素身份认证，可以包含使用有证书的智能卡、一次性密码（OTP）口令牌和生物识别。

15.10 Access Control. Supplier will maintain an appropriate access control policy that is designed to restrict access to Accenture Data and Supplier assets to authorized Personnel. Suppliers 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.

15.10 访问控制。供应商将维持一个适当的访问控制政策，旨在限制授权人员访问埃森哲数据和供应商资产。供应商将要求所有账户必须设定包含字母、数字和特殊字符的复杂密码，至少每 90 天更改一次，至少有 8 个字符的长度。

15.11 Cryptography. Suppliers will maintain policies and standards on the use of cryptographic controls that are implemented to protect Accenture Data.

15.11 加密。供应商将维持为保护埃森哲数据而实施的加密控件使用政策和标准。

15.12 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.

15.12 设备的安全处置或重新使用。供应商将在处置或重新使用包含存储介质的设备之前，验证是否已经采用行业标准流程删除或安全重写了所有埃森哲数据。

15.13 Operations Security. Suppliers must enable logging and monitoring on all operating systems, databases, applications, and security and network devices that are involved in providing Deliverables. Suppliers 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.

15.13 操作安全。供应商必须对其交付成果中含有的所有操作系统、数据库、应用程序以及安全和网络设备上启用日志记录和监控。供应商将维持旨在防止系统遭到恶意软件（包括源自公共网络的恶意软件）侵害的反恶意软件控件。此外，供应商将使用（符合或高于行业标准的）反恶意软件，在当时的主要版本上维护此类软件，从此类软件的供应商处购买维保服务，以及立即实施此类软件的新版本。

15.14 Information Transfer and Storage. Suppliers will use Industry Standard encryption to encrypt Accenture Data that is in transit. Suppliers will also use Industry Standard encryption to restrict access to Accenture Data stored on physical media that is transported outside of Supplier facilities.

15.14 信息传输和存储。供应商将使用行业标准加密来对传输中的埃森哲数据进行加密。供应商同时将使用行业标准加密方法来限制访问存储于物理介质上（在供应商设备之外运输）的埃森哲数据。

15.15 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 Personnel where such Personnel are accessing or processing Accenture Data.

15.15 工作站加密。对人员访问和处理埃森哲数据所使用的所有工作站和/或笔记本电脑，供应商将以至少 256 字节高级加密标准（AES）进行硬盘加密。