STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 2

CONTRACT #: AR3086

Starting Date: 6/14/2019

Expiration Date: 9/15/2026

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Accenture LLP (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

Add the attached AVEnueS Subscription Agreement to Attachment E. Additionally, the Parties agree any additional service level agreements, subscription agreements, end user agreements, etc. reviewed and approved by the Lead State of Utah and posted on NASPO ValuePoint's website will be incorporated by reference into Attachment E of this Master Agreement AR3039.

Effective Date of Amendment: 5/2/2022

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

5-3-22

Contractor's Signature — Date

RYAN OAKES

Contractor's Name (Print)

Senior Managing Director

Title (Print)

STATE OF UTAH

05/06/2022

Director, State of Utah Division of Purchasing — Date

For Division of Purchasing Internal Use			
Purchasing Agent	Phone #	E-mail Address	**Contract #**
Blake Theo Porter	801-957-7136	btporter@utah.gov	AR3086

CLIENT SUBSCRIPTION AGREEMENT

AVEnueS Subscription Agreement

This **PRODUCT SUBSCRIPTION AGREEMENT** ("Agreement") is made and entered into as of ______________ ("Contract Effective Date") by and between **Accenture LLP**, an Illinois partnership, with offices at 161 North Clark Street, Chicago, Illinois 60601 ("Accenture" or "Licensor") and the **[Client]** with offices at [Client Address] ("Licensee"). Licensor and Licensee may also be referred to in this Agreement as the "parties" (or each individually as a "party").

Subscription Party Contact Information

Licensee

Contact Name: [Insert Name]

Contact Address: [Insert Address Line 1]
[Insert Address Line 2]

Telephone Number: [Insert Telephone Number]

Contact E-Mail: [Insert E-Mail]

Accenture LLP

Contact Name: [Insert Name]

Contact Address: [Insert Address Line 1]
[Insert Address Line 2]

Telephone Number: [Insert Telephone Number]

Contact E-Mail: [Insert E-Mail

In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. GRANT OF LICENSE

1.1 License Grant. Subject to payment in full of the License Fee as set forth in the applicable Schedule and compliance with the terms of this Agreement, Accenture hereby grants to Licensee a limited, non-transferable (except as provided in Section 9.2 below), non-exclusive license ("License") to use the **Accenture Virtual Experience Solution ("AVEnueS")** Product Offering ("Product Offering"), documentation ("Documentation"), and other licensed materials (Product Offering, Documentation and other licensed materials, individually and collectively the "Licensed Materials") solely for its internal business purposes, including training services to Licensee's employees and authorized agents. The License granted hereunder is limited and the Licensed Materials may only be used as described in this Agreement. All rights not expressly granted to Licensee in this Agreement and the applicable Schedule are reserved to Accenture. Accenture will provide Client with VR equipment for purposes of viewing the AVEnueS VR content. Accenture does not provide any warranty related to the VR equipment. The Licensed Materials are identified on one or more Schedules attached to this Agreement and made a part hereof.

1.2 Product as-a-Service Offering; Deliverables

Accenture AVEnueS Offering is a virtual reality enabled (VR) learning Product-as-a-Service designed to accelerate the pace with which state government caseworkers use VR to engage in training and skill development (hereinafter, "the AVEnueS Offering" or "the Services").

In addition to this License, Accenture will provide the Client with the delivery of the AVEnueS Offering as specified in the Services Addendum attached hereto and incorporated fully by reference as Schedule 2.

1.3 Accenture Audit Rights. Accenture reserves the right, upon reasonable prior notice to Licensee and during normal business hours, to audit usage of the Licensed Materials for the purpose of verifying Licensee's compliance with the terms of this Agreement. Accenture will conduct its audits in a manner that will not unreasonably interfere with Licensee's business operations. Licensee shall audit its use of the Product Offering on an annual basis or on a more frequent schedule as may be agreed to the parties herein and shall certify to Accenture that its use of the Product Offering is in compliance with the obligations set forth in this Agreement and the applicable Schedule. In addition, Licensee shall also annually certify the then-current and attested amount specific to the form of calculation identified in the applicable Schedule.

1.4 Proprietary Material; Government Use. The Product Offering and solution (individually and collectively with other Licensed Materials the "**Solution**") licensed under this Agreement is a proprietary commercial computer-based and technical offering funded and developed entirely at private expense prior to the date of this Agreement. All right, title and interest in the Solution belongs solely and exclusively to Accenture. Any derivatives, modifications, changes, translations or fixes ("Derivatives") to the Solution and to the documentation shall be exclusively owned by Accenture, and Licensee shall be granted a license to such Derivatives on the same terms as the license granted for the Licensed Materials.

2. TERM

The term of the License granted hereunder is as specified in the applicable Schedule ("Term"). Renewal of the Term (each such renewal, a "Renewal Term") shall be automatic upon provision of a Renewal Term invoice by Accenture and payment of such invoice by Licensee. A License to use the Licensed Materials for a Renewal Term shall be granted subject to Accenture's then-current license terms and conditions and shall require payment of Accenture's then-current License Fee for such Licensed Materials.

3. LICENSE FEE AND TAXES

3.1 License Fee. In consideration of the License granted for the Term, Licensee shall pay Accenture a License Fee (exclusive of all taxes, tariffs, duties or similar charges) in the amount and manner specified in the applicable Schedule. In the event Licensee fails to pay any amount not the subject of a good faith dispute when due, Licensee agrees to pay interest on the unpaid amount (inclusive of taxes and/or duties) at a rate of one and a half percent (1½%) or the highest rate allowed by applicable law, whichever is less, for each month that payment is overdue.

3.2 Taxes and Other Charges. Licensee agrees to pay in addition to the License Fees all applicable duties, tariffs and similar charges which may apply or be charged under applicable laws and regulations as well as all taxes at the appropriate rate resulting from any transaction under this Agreement including, without limitation, sales, use, excise, value-added, goods and services, consumption, business and other similar taxes, except taxes based on Accenture's income or property. Should the payment of the License Fee be subject to withholding tax by any government, Licensee shall reimburse Accenture for such withholding tax upon request. Licensee will reimburse Accenture for any deficiency relating to taxes and other charges that are the Licensee's responsibility under this Agreement. Each party shall provide and make available to the other party any exemption certificates, treaty certification or other exemption information reasonably requested by the other party.

4. DELIVERY AND INSTALLATION

4.1 Delivery. Accenture may make the Licensed Materials available to Licensee for use via physical delivery, whether by hand or delivery service.

4.2 Upgrades or Enhancements. If any enhancements or Product Offering upgrades are provided under any separate maintenance agreement, such enhancements and Product Offering upgrades are provided and shall be deemed a part of the Licensed Materials hereunder.

5. PROPRIETARY PROTECTION AND RESTRICTIONS.

5.1 Ownership. Accenture (and/or Accenture's licensors as applicable) shall have sole and exclusive ownership and all rights, title and interest in and to the Licensed Materials and all derivative works, modifications and enhancements thereof (including ownership of all trade secrets, patents, copyrights and any other intellectual property rights pertaining thereto), subject only to the license rights expressly granted pursuant to this Agreement.

5.2 Restrictions. Licensee may not use, copy, modify, or distribute the Licensed Materials (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by this Agreement. Licensee may not (and shall not permit others to) reverse assemble, reverse engineer, reverse compile, or otherwise translate the Licensed Materials in any manner except to the extent that applicable law specifically prohibits such restrictions. Licensee's rights herein may not be transferred, leased, encumbered, or assigned. The License granted herein permits Licensee to use the Licensed Materials solely for its own benefit and its own internal business operations. No hosted work, multiple agency user license, multi-party access arrangement, aggregation, or similar purpose for the benefit of a third party is authorized by the License granted herein.

Client is aware of the health and safety risks and dangers of participating in the AVEnueS VR content, including the use of the VR equipment and the virtual environment, including physiological and psychological pain, personal injury, communicable disease and/or seizure. Client will not remove, alter, reject, or violate any operational instructions, warnings, disclaimers, notices and other information, including all health and safety warnings, printed on or provided with the VR equipment and any relevant packaging in the use of the VR equipment. Client is solely responsible for providing such operational instructions and other information to all users of the VR equipment and as between Accenture and Client, Client is solely responsible for any property damage, personal injury, or other damages that may occur in connection with use of the VR equipment by Client and the users.

5.3 Confidentiality. Each party acknowledges that in the course of this business relationship it may have access to information which is proprietary, secret, private, and confidential ("**Confidential Information**") and which belongs to the other party. Subject to the obligations imposed on Licensee under its applicable open records of freedom of information laws of the [Client], the Licensed Materials and the terms of this Agreement are Confidential Information of Accenture. Each party agrees not to disclose any Confidential Information of the other received as a result of this Agreement that have been appropriately marked as confidential, proprietary or trade secret in accordance with the applicable provisions of the DTSA, to any third party without the written consent of the other party; *provided, however*, each party may permit access to Confidential Information to employees and agents who have a need to know such information of that party and who have agreed to keep such information confidential under confidentiality obligations consistent with this Agreement. Confidential Information does not include any information which: (a) is or becomes generally available to the public through no disclosure in breach of this Agreement; (b) is wholly and independently developed by the receiving party without the use of the disclosing party's Confidential Information; (c) becomes available to the receiving party from a source not a party to this Agreement, provided that such source is not violating any contractual or legal obligation; (d) was known on a lawful, non-confidential basis by the receiving party prior to disclosure; or (e) is required, based upon the reasonable advice of counsel, to be disclosed by any applicable law, regulation or competent judicial, governmental, or other authority. If the receiving party becomes legally required to disclose any Confidential Information, the receiving party shall, to the extent practicable and not prohibited under applicable law, provide the disclosing party with prompt written notice of such requirement so that the disclosing party may seek a protective order or other appropriate remedy and/or waive compliance with respect to that disclosure. Each party will exercise commercially reasonable efforts not to disclose any personal data to the other party and to restrict the other party's access to its personal data, but if a party is given access to the other party's personal data, the receiving party will protect such personal data using a reasonable standard of care.

5.4 Access by Contractors. Licensee may only disclose the Licensed Materials (excluding any source code) to third parties performing services for Licensee and with a need to know, provided the third parties sign a nondisclosure agreement with Accenture prior to their use or access. Any use or access by such third parties shall be solely for the purpose of conducting, or assisting Licensee with the conduct of, its internal business operations, including the provisions of government services to the citizens of the [State/County of Client Organization].

6. WARRANTIES AND INTELLECTUAL PROPERTY INDEMNITY

6.1 Warranties.

> **6.1.1 Conformance.** Accenture warrants that for the period of the Term ("Warranty Period"), the Product Offering, as delivered to Licensee, will materially conform to, and function in all material respects as specified in, the Specifications identified in the applicable Schedule (the "Warranty Criteria"). In the event the Product Offering fails to meet the Warranty Criteria, and Licensee has provided written notice to Accenture within the Warranty Period regarding such failure (including information sufficient to re-create such failure, or information that sufficiently documents a repeated occurrence of such failure), Accenture will make commercially reasonable efforts to promptly correct any such failure. This warranty is expressly conditioned on Licensee's compliance with each of the operating, security, and data-control procedures set forth in the Documentation as well as maintaining the Designated Equipment in the configuration specified in the Documentation. For purposes of the foregoing, Product Offering does not include derivative works, architecture tools, architecture utilities, toolkits, training, Documentation or source code. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCT OFFERING INCLUDNG VR EQUIPMENT ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY TYPE.

6.1.2 Exclusive Remedy. In the event the Product Offering fails to perform as warranted, Accenture shall use commercially reasonable efforts to correct any such failure which materially impairs the performance of the Product Offering. In the event Accenture is unable to correct such failure by exercising reasonable commercial efforts, Accenture may, at its option, terminate this Agreement and, as Licensee's sole remedy, refund the License Fee paid hereunder.

6.2 No Other Warranties. EXCEPT AS SET FORTH IN THIS SECTION, ACCENTURE MAKES NO OTHER WARRANTIES AND EXPRESSLY DISCLAIMS ANY OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE LICENSED MATERIALS AND/OR SERVICE QUALITY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, INFORMATIONAL CONTENT AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. NO WARRANTY IS MADE THAT USE OF THE PRODUCT OFFERING WILL BE UNINTERRUPTED OR ERROR FREE. LICENSEE ACCEPTS RESPONSIBIILTY FOR THE SELECTION OF THE PRODUCT OFFERING TO ACHIEVE ITS INTENDED RESULTS.

6.3 Indemnity -- Third Party Claims. Accenture will indemnify Licensee, including Licensee's instrumentalities, agencies, departments, boards, political subdivisions and their respective officers, agents and employees (collectively, the "**Indemnitees**"), by defending or settling any third party claim against the Indemnitees and pay damages and costs finally awarded against the Indemnitees by a court of competent jurisdiction or that are included in a settlement approved by Accenture (including payment of attorneys' fees and expenses), to the extent the Product Offering (not including any third party product and/or software) is held to infringe a valid patent issued as of the Effective Date, copyright, or trade secret of any third party enforceable in the United States. This obligation is contingent upon: (i) Licensee's prompt written notification to Accenture of the claim; (ii) Licensee's tender to Accenture of the case and settlement negotiations; (iii) Accenture's sole control of the defense and settlement negotiations related to the claim; (iv) Licensee's assistance (at Accenture's expense) in the defense or settlement of the claim; and (v) Licensee not making any admission prejudicial to the defense of the claim. Licensee agrees to take all reasonable steps to mitigate any losses. Accenture shall not (without Licensee's prior written consent, which consent shall not be unreasonably withheld) consent to the entry of any judgment or enter into any settlement of any such claim that requires Licensee to give up any existing rights of Licensee or subject Licensee to any additional obligation or liability.

6.4 Remedy. In addition to the above indemnity, if the Product Offering (not including any third party product and/or software) is held to be infringing or where Accenture believes it may be infringing, Accenture may at its expense and option, obtain for Licensee the right to continue using such Product Offering or modify or replace such Product Offering with non-infringing Product Offering of similar functionality provided it does so without materially degrading or impairing the functionality or performance of the Product Offering.

6.5 Exclusions. Accenture will not be liable to indemnify the Licensee under Section 6.4 if an infringement claim is based upon: (i) use of the Product Offering in any combination with components not supplied or approved by Accenture, unless such combination was made by or at the specific direction (or with the written authorization) of Accenture; (ii) modification of the Product Offering based on the direction or design requirements provided by Licensee or modifications made by anyone other than Accenture including, without limitation, Licensee created derivatives; (iii) use of Product Offering where a non-infringing version or release of the Product Offering with substantially similar or equivalent functionality which was offered by Accenture to Licensee would have avoided the claim or infringement; (iv) use of third party Product Offering which is delivered or used in conjunction with the Product Offering that by itself causes the infringement; or (v) use of the Product Offering in violation of any of the terms of this Agreement.

6.6 Exclusive Remedies. The remedies stated in this section 6 are the sole and exclusive remedies of licensee with respect to any warranty claim or claims for intellectual property infringement related to the Product Offering.

7. LIMITATION OF LIABILITY

7.1 Limitation of Liability. ACCENTURE'S LIABILITY TO LICENSEE UNDER EACH SPECIFIC SCHEDULE ATTACHED TO THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE LICENSE FEE PAID BY LICENSEE FOR THE THEN CURRENT TERM (OR RENEWAL TERM, AS THE CASE MAY BE) FOR THAT SPECIFIC SCHEDULE.

7.2 Disclaimer of Consequential Damages. IN NO EVENT WILL ACCENTURE BE LIABLE TO LICENSEE (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY LOSS OF

PRODUCTION, LOSS OF OR CORRUPTION OF DATA, LOSS OF PROFITS OR OF CONTRACTS, LOSS OF BUSINESS OR OF REVENUES, LOSS OF OPERATION TIME, WASTED MANAGEMENT TIME, LOSS OF GOODWILL OR REPUTATION, IN EACH CASE WHETHER CAUSED DIRECTLY OR INDIRECTLY, OR TO GIVE AN ACCOUNT OF PROFITS TO LICENSEE, OR FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS, DAMAGE, COST OR EXPENSE WHATSOEVER AND WHETHER OR NOT ACCENTURE HAS BEEN ADVISED OF THEIR POSSIBILITY.

7.3 Time Limit. No action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after that party knew or should have known of the event which gave rise to the cause of action.

8. TERMINATION

8.1 Termination for Breach. Licensee may terminate this Agreement and the License hereunder if the Licensor breaches a material provision of this Agreement and fails to correct the breach within fifteen (15) days following written notice of the breach. Licensor may terminate this Agreement and the License hereunder if the Licensee fails to comply with the terms of the schedule; *provided, however*, that the License shall remain in force post-termination of the Agreement provided that Licensee has paid the full License Fee and continues to comply with the License grant and use restrictions set forth herein.

8.2 Non-appropriations. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Licensee shall have the right to terminate this License for its convenience. In such event, the License shall remain in force post-termination of the Agreement provided that Licensee has paid the full License Fee and continues to comply with the License grant and use restrictions set forth herein.

8.3 Rejection of Executory License. The parties agree that the Product Offering is "intellectual property" as defined in Section § 101(35A) of the U.S. Bankruptcy Code. The State shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n) and any amendments thereto (the “Code”). In the event of Accenture’s bankruptcy, the parties intend that the provisions of the Code shall apply and that any failure by the State to assert its rights to “retain its benefits' to the intellectual property encompassed by the Product Offering pursuant to Section 365(n)(1) of the Bankruptcy Code, 11 USC, under an executory contract rejected by the trustee in bankruptcy, shall not be construed by the courts as a termination of the contract by the State a licensee under Section 365(n)(1)(A) of the Bankruptcy Code, 11 USC. Should the State wish to terminate such rights, it shall do so only by giving written notice to such effect.

9. GENERAL

9.1 Modification of the Agreement. The terms of this Agreement may only be modified by a written agreement duly signed by authorized representatives of both parties hereto. Variance from the terms and conditions of this Agreement in any Licensee purchase order or other written notification will be of no effect.

9.2 Assignment. Except as set forth below, neither party may assign or transfer this Agreement, without the prior written consent of the other party. Such consent shall not be unreasonably withheld. Any attempted assignment, delegation or transfer in derogation of this Section 9.2 shall be null and void.

(a) This Agreement, and any rights regarding it, may be assigned to affiliates of the Licensor, or to successors in interest of substantially all the assets of the Licensor (or to which Licensor transfers title to the Product Offering), if the assignee expressly assumes the Licensor's obligations under the assigned agreement. Licensor must give Licensee reasonable notice of any assignment.

(b) Subject to the provision of advance written notice provided to Licensor, Licensee may assign this agreement to any other government entity that is duly authorized by the legislature or executive, as applicable, to assume the responsibility for the administration of the government programs for which purpose this License is granted.

9.3 Compliance with Laws. Each party shall perform its obligations under this Agreement in a manner that complies with all federal, state and local laws and regulations that are applicable to such party in the conduct of its business. Licensee will retain responsibility for its compliance with all applicable federal, state and local laws and regulations relating to its use of the Licensed Materials and relating to its business. Licensor will be responsible for compliance with all applicable federal, state and local laws and regulations relating to its ownership rights in the Licensed Materials and to its business.

9.4 Publicity.

9.4.1 Media Inquiries. In the event of a media report or inquiry concerning the Licensed Product Offering or this Agreement, the party receiving such inquiry shall promptly notify the other party. The parties agree to work in good faith to draft a joint response to such inquiries. Notwithstanding the foregoing, neither party shall be deemed to have waived any right to its ability to defend itself against any media reports or allegations.

9.4.2 Press Release. Licensee agrees to allow Accenture to prepare and distribute a press release within 60 days of the effective date of the respective Exhibit announcing the commitment Licensee has made to the Licensed Product Offering. Licensee will have the opportunity to review the release for accuracy. All content in the release will be jointly agreed upon. Licensee agrees to provide Accenture with a single customer quote as to why Licensee chose the Accenture Solution. Said quote may be used outside of the original press release in Accenture material without requiring consent for up to 1 year. Additional use for the quote beyond the one-year time frame will be negotiated in good faith by Licensee and Accenture.

9.5 Dispute Resolution. The parties agree that in the event of a dispute or alleged breach of this Agreement, prior to resorting to litigation, they will work together in good faith to promptly resolve the matter by escalating it to higher levels of management as needed.

9.6 Force Majeure. Except for payment obligations, each party shall be excused from failure to perform its obligations under this Agreement if such failure results from causes beyond its reasonable control including without limitation, Acts of God, civil unrest, riots, war, boycott, economic sanctions or other "force majeure" events.

9.7 Survival. The provisions of Sections 3, 5, 6, 7, 8 and 9 and any other provisions which by their nature are intended to survive termination shall survive any termination or expiration of this Agreement.

9.8 Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the [State/County of Client Organization] without giving effect to its conflict of law rules. Neither the UN Convention on Contracts for the International Sale of Goods (including any domestic law that implements such UN Convention in the Territory), nor the Uniform Computer Information Transactions Act (nor any non-uniform version) shall apply to this Agreement.

9.9 Notices. All notices under this Agreement are to be delivered in writing: (a) in person; (b) by registered mail, postage prepaid; or (c) a nationally recognized courier service to the recipient and address noted in the applicable Schedule. Notice shall be deemed sufficient upon receipt, when delivered personally or by courier or overnight delivery service.

9.10 Interpretation; Headings. Any question of interpretation or construction shall not be resolved by any rule providing for interpretation or construction against the party who causes the uncertainty to exist or against the drafters of this Agreement. The headings contained in this Agreement are for the purposes of convenience only and are not intended to define or limit the contents of this Agreement.

9.11 Severability; Waiver. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the balance of the Agreement shall be enforceable in accordance with its terms. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights or of any other rights hereunder.

9.12 Relationship of the Parties. Nothing in this Agreement is to be construed as creating an agency, partnership, or joint venture relationship between the parties hereto.

9.13 Costs. If any action at law or in equity (including arbitration) is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

9.14 Entire Agreement. This Agreement, including all Schedules hereto (which form part of this Agreement) constitute the entire agreement between the parties pertaining to the subject matter hereof and merges all prior agreements and discussions of the parties with regard to the transactions contemplated herein. 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. This Agreement and the applicable Schedule(s) may be executed by facsimile and in any number of counterparts, each of which will be considered an original for all purposes, and all of which when taken together will constitute a single agreement. Terms and conditions in Schedules that conflict with, or are in addition to, the main Agreement shall control but with respect to that Schedule only.

9.15 Precedence. In the event of conflict between the terms of this Agreement and the terms of a Schedule, the terms of the Schedule will prevail, but only with respect to that Schedule. In the event of an inconsistency between this Agreement and any other contract document relating to the Licensed Materials, including but not limited to U.S. Government documents such as Requests for Proposals, this Agreement shall control. This Agreement shall be the first priority item of any order of precedence clause that may be included in any contract document related to this agreement or the Licensed Materials.

9.16 Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Acknowledged and Agreed:

ACCENTURE LLP Health & Public Service	**LICENSEE** [Client]
By:______________________________	By:______________________________
Name:______________________________ (typed or printed)	Name:______________________________ (typed or printed)
Title:______________________________	Title:______________________________
Date:______________________________	Date:______________________________

Schedule 1
Description of Licensed Materials and License Terms

Contract Effective Date: ____________
Subscription Start Date: __________

LICENSED MATERIALS

"Product Offering": Child Welfare Scenario #x: [TBD] of Accenture's AVEnueS Offering, a human services training platform utilizing virtual reality (VR) technology.

Other Materials: AVEnueS Companion Manual for Child Welfare Scenario #x: [TBD]

"Term": The Term of the License granted hereunder is for xx months and shall commence on the Subscription Start Date.

"License Fee": The license fee for the Licensed Materials for the Term as provided in this Schedule is $______. The License Fee shall be payable in its entirety no later than thirty (30) calendar days after the Contract Effective Date.

Restrictions: The Product Offering and Licensed Materials are to be used only within the United States.

Limited Number of Product Offering Headsets: Subscription includes the lease of an initial quantity of ____ (x) headsets for use during the Term of the License. During the Term of the License, if Licensee requires additional headsets, they may lease them at a cost of $______ per headset per year by submitting the request in writing to the Accenture account team. Future transactions to add headsets will not require amendments to the Agreement.

Authorized Users: Employees from the [Licensee]

"Territory": State or County of Client Agency, United States of America

Addresses for Notices:

Notice to **Accenture** shall be sent to:
Name of Client Account Lead
Address Line 1 of Local Accenture Office
Address Line 2 of Local Accenture Office

Notice to **Licensee** shall be sent to:
Name of Client Point of Contact
Address Line 1 of Client Agency
Address Line 2 of Client Agency

Acknowledged and Agreed:

ACCENTURE LLP
Health & Public Service

By:______________________________

Name:____________________________
(typed or printed)

Title:_____________________________

Date:_____________________________

LICENSEE
[Client]

By:______________________________

Name:____________________________
(typed or printed)

Title:_____________________________

Date:_____________________________

Schedule 2 Services Addendum

The AVEnueS Offering subscription will include: (i) Standard Help Desk Support from designated Accenture personnel and (ii) one Train-the-Trainer session per licensed scenario facilitated by Accenture resources (the "Services").

1.0 Project Location and Staffing

1.1. Project Location

The work on the Project will be performed at Client's facilities and/or Accenture's facilities.

1.2. Staffing/Project Team

Accenture:
Accenture's overall delivery of the Services will be led by Molly Tierney, Accenture Child Welfare Lead and she will be supported by the following Accenture resources:

- Name, who will serve as the State or County of Client Agency Client Account Lead and local point of contact;
- Name, who will serve as the resource for the Train-the-Trainer Sessions and will also facilitate feedback sessions on the Offering; and
- Name, who will serve as the point of contact for the Help Desk Functions.

[Client]:
The Project will be under the control of Name of Client Lead, the Title of Client Lead, and will be supported by additional Client resources to whom Name of Client Lead may specify and provide direction.

2.0 Client Assumptions

In addition to any other responsibilities or assumptions described in this Agreement, set forth below is a list of assumptions upon which Accenture relies in agreeing to perform the Services described in this Agreement on the terms set out herein.

2.1. Client Performance Assumptions

2.1.1. Client shall be responsible for its use of the Services, make choices on direction of how the Services are utilized by its resources, consider options and priorities during the Term of use of the Services, and take ownership for the outcomes.

2.1.2. Client shall ensure that Accenture shall have no access to client Personal Data during the Term of the Project.

2.1.3. Any Confidential Information disclosed to third parties contracted by the Client shall be subject to the confidentiality obligations of the Standard Business Terms.

2.1.4. Client shall be responsible for its operation, use and applicability of the Services it receives and for determining whether to use or refrain from using any recommendation that may be made by Accenture.

2.1.5. Client will be solely responsible for determining whether any Services provided by Accenture: (i) meet Client's requirements; (ii) comply with all laws and regulations applicable to Client; and (iii) comply with Client's applicable internal guidelines and any other agreements it has with third parties.

3.0 Nature of Services

3.1. Standard Help Desk Support

AVEnueS Help Desk Support is available via phone or email. Phone availability is Monday through Friday 9:00 AM to 5:00 PM central time. Help Desk Support team will respond to email requests within one business day.

3.2. Train-the-Trainer Session

The AVEnueS Train-the-Trainer (TTT) session is designed to instruct agency trainers how to administer the AVEnueS learning method. AVEnueS TTT consists of two parts: (1) agency trainers experience the virtual reality content directly, then (2) agency trainers participate in an interactive and reflective post-VR seminar designed to embed learning. The post-VR seminar is facilitated by Accenture industry domain experts in order to teach agency trainers how to facilitate future seminars for agency end users. Accenture will facilitate one TTT session per scenario to which Client has subscribed. The AVEnueS TTT session can have up to 20 participants (trainers).

4.0 Governing Terms & Conditions

The Services shall be governed by a Participating Entity's Participating Addendum and the NASPO ValuePoint Master Agreement # AR3086 and any amendments.

5. **Intellectual Property.** The product, software, patents, graphics, photos, designs, trademarks, logos or other artwork and materials (generally, Intellectual Property), described and contained within the Product Subscription License Agreement, inclusive of all Subscription Services and related Deliverables, if any described therein, shall govern and take precedence of any other Intellectual Property rights and obligations described in this Schedule 2. All other rights and obligations associated Intellectual Property produced, exchanged or developed during the Project shall be governed by this subsection. All products, software, patents, graphics, photos, designs, trademarks, logos or other artwork and materials provided to Accenture by Client under this Agreement ("Client IP") are and shall remain the sole and exclusive property of Client or its third party licensors and Client shall obtain any relevant consents and licenses necessary for Accenture to use Client IP to perform Services and provide Deliverables under this Agreement. Client hereby grants to Accenture, during the term of this Agreement, a non-exclusive, fully paid, worldwide, non-transferable, limited license to use and permit Accenture's subcontractors to use the Client IP, solely for the purposes of providing the Services and Deliverables under this Agreement. All intellectual property in the Deliverables remain in and/or are assigned to Accenture. All other intellectual property: (a) of Accenture existing prior to the Services, (b) used in the Services (except Client IP), (c) developed by Accenture, or (d) licensed to Accenture by third parties and used in the Services, and (e) any enhancements or modifications to, or derivative works of, any intellectual property in categories (a)-(d), are the sole and exclusive property of Accenture ("Accenture IP"). Accenture IP embedded in Deliverables may not be used separately and no Accenture IP may be used beyond the license rights granted above. The Deliverables and Accenture IP are proprietary to Accenture and embody valuable intellectual property rights, which may include Accenture patents, copyrights, trade secrets, know-how and other proprietary rights. Client agrees to pay a license fee, if any, specified in the Agreement for the rights granted herein. Each party is otherwise free to use concepts, techniques and know-how retained in the unaided memories of those involved in the performance or receipt of the Services. Accenture is not precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the Deliverables provided and to the extent that they do not contain Client Information. Within ten (l0) business days of termination of this Agreement for any reason, Accenture will destroy or return any Client IP in Accenture's possession to Client (subject to retaining copies of any information required for its internal recordkeeping requirements). Third-party intellectual property, such as the licensing of third-party assets or third-party components, may require additional terms of usage, which will be addressed in this Agreement where applicable.

Client agrees, notwithstanding any provision to the contrary, that Accenture has the right to anonymize and aggregate Client data with other data and leverage anonymous learnings and insights regarding use of Accenture products and/or services (the anonymized data, "Accenture Insights Data" or "AID"), and that Accenture owns AID and may use AID for any business purpose during and after the term of this Agreement (*e.g.*, to develop, provide, and improve Accenture products and services).