

## ACCENTURE SOFTWARE AGREEMENT

This Agreement (“Agreement”) between Accenture and Client shall govern Client’s access and use of Accenture’s 3D Virtual Show Floor (VSF).

1. **Use and Access.** Accenture grants Client the right to access and use the Virtual Show Floor and its associated components including the Remote Tenant (collectively, **VSF**) during the Term for Client’s internal business purposes as provided in this SOW. The production instance of VSF will be hosted by Accenture’s Cloud Service Vendor (**CSV**), with the Remote Tenant to be installed on Client’s CSV, as set forth herein and in an applicable Statement of Work (**SOW**) to be negotiated by the parties.

With respect to all third-party licenses to be provided by Accenture, Accenture shall pass through the license rights Accenture obtains from the applicable third parties to Client. Client, acknowledges and agrees that the provisions of the applicable third-party licenses will supersede any requirements of this Agreement with respect to the third-party licenses and Client use of the third-party software shall be governed by the terms of the third-party licenses. The Parties acknowledge that third-party software may be subject to additional confidentiality restrictions imposed by the applicable third-party vendor’s license or other agreement.

2. **Remote Tenant.** Accenture grants Client a non-exclusive, limited license for the Term to install, access and use the Accenture proprietary Remote Tenant software component of VSF. Accenture will deliver and install the Remote Tenant component of VSF on Client’s designated CSV as set forth in the SOW. Client may permit third parties to use Software (a) solely as required for Client’s own benefit and internal business purposes and (b) in compliance with these Terms. Client is liable for all users’ compliance with these Terms. Client may not (a) use, distribute, copy, or modify the Remote Tenant software except as expressly permitted by these Terms and the SOW; (b) translate or attempt to reverse engineer, decompile, or make derivative works of Remote Tenant; or (c) sublicense, lease, or otherwise permit use of the Remote Tenant for the benefit of a third party. Client will use the Remote Tenant in compliance with its documentation, including any operating or security procedures and the hardware, software or networking requirements set forth therein. The use of the hardware and third-party software or services (including the Cloud Services) is subject to the terms of the agreement between Client and the applicable third-party software and or service provider or distributor.

3. **Client Data.** Client will not provide Accenture with any Client Data that contains Regulated Information as defined in these Terms and Conditions unless Client has obtained consents required for Accenture and its subcontractors to receive and handle such information and agreed with Accenture to appropriate additional terms. Client warrants that all Client Data Client provides complies with all applicable laws and that such Client Data does not infringe the intellectual property rights of any third party. Client will promptly notify Accenture of any failure to comply with this requirement and will defend, indemnify, and hold harmless Accenture and its Affiliates from and against any Losses relating to any claim arising out of such failure.

Client shall use industry standard methods and tools designed to prevent introduction to the VSF of any viruses, malicious files or other harmful code or any other similar software that may access or damage the operation of the VSF. Accenture’s licensors are third party beneficiaries under the SOW for enforcement purposes.

Client is solely responsible for backing up the Client Data unless otherwise agreed in writing. Client grants

to Accenture a non-exclusive license during the Term to use, import, host, store, process, modify and transfer the Client Data for purposes of Accenture's use of the VSF as provided in the SOW and Accenture's improvement or enhancement of the VSF incidental to such use.

Accenture may: (i) use usage patterns, trends, statistics, and other data not containing any Regulated Information and derived from use of the VSF (but not Client Data itself) for purposes of developing or improving the VSF and other Accenture products and services; and (ii) provide information to the Client's CSV regarding Client's use of the cloud infrastructure, subject to the CSV's obligations of confidentiality, for CSV's use to improve its cloud infrastructure services. Upon expiration or termination of the SOW, Accenture agrees to destroy any Client Data in its possession in accordance with the SOW.

4. **Intellectual Property.** As between Client and Accenture: (a) Accenture owns all right, title and interest, including intellectual property rights, in the VSF software, the Remote Tenant software and to the systems, software and other content and materials used in the provision of VSF, as well as any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Client relating to the VSF, and (b) Client owns all Client Data.

4. **Restrictions.** Client will not, and will require its Users to refrain from, directly or indirectly: (a) disassembling, reverse engineering, de-compiling, or otherwise translating the source code, object code or underlying structure of the VSF software in any manner, except solely to the extent that applicable law specifically prohibits such restrictions; (b) disclosing, encumbering, assigning, licensing, sublicensing, leasing, selling, giving, furnishing, distributing or otherwise making the VSF software available, in any form, to any person or entity (other than its Users); (c) copying, installing, porting, or creating derivative works of the VSF software; (d) interfering with or disrupting the VSF software and the data contained in the VSF software; or (e) using, or permit the use of, the VSF software in a live or production environment or in any manner except as specifically set forth herein.

Client is responsible for use of the VSF by any User. Client will notify Accenture promptly upon becoming aware of any security incident related to the VSF. Accenture reserves the right to introduce commercially reasonable changes to the VSF from time to time and to suspend, block and/or otherwise limit Client's access to or use of the VSF without notice if Accenture determines, in its sole discretion, exercised in a commercially reasonable manner, that (a) the VSF: (i) is being used in a way prohibited by law, regulation or governmental order or that is likely to harm the VSF; (ii) is being used to violate rights of others, to try to gain unauthorized access to or disrupt any service, device, data, account or network, to spam or distribute malware or for any other malicious use; or (iii) is being used in any application or situation where failure of the VSF could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage; or (b) there is an actual or alleged security breach with respect to the VSF including the Licensed Software.

5. **Fees.** Client agrees to pay the fees specified in the SOW ("Fees").

6. **Confidentiality.** During the Term, each party may be given access to the Confidential Information of the other. Each party will protect the confidentiality of the other party's Confidential Information in the same manner that it protects the confidentiality of its own similar information, but in no event using less than a reasonable standard of care. Each party will restrict access to Confidential Information of the other party to those of its and its Affiliates' employees, contractors, licensors and agents with a need to know it for purposes of this Agreement ("Representatives"), provided that such recipients are bound by obligations of confidentiality substantially similar to the terms of this Agreement. Each party is responsible for its Representative's access to and use of Confidential Information. Nothing in this Agreement will prohibit or

limit a party's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies): (i) previously known to it without an obligation not to disclose such information; (ii) independently developed by or for it without use of the information; (iii) acquired by it from a third party which was not lawfully under an obligation not to disclose such information; or (iv) which is or becomes publicly available through no breach of this Agreement. Each party will return or destroy the other party's Confidential Information in its possession upon request by the other party, provided that each party may retain copies of the other party's Confidential Information as required for compliance with its recordkeeping or quality assurance requirements. If the recipient receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information of the other party, it will promptly notify the other party of such receipt. Unless the subpoena or process is timely limited, quashed or extended, the recipient will then be entitled to comply with such request to the extent permitted by law.

**7. Warranty.** EXCEPT AS SET FORTH ELSEWHERE IN THESE TERMS AND CONDITIONS, THE VSF SOFTWARE IS PROVIDED "AS-IS" WITHOUT ANY WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY. THE PRECEDING ARE THE ONLY WARRANTIES CONCERNING THE SERVICES, ANY DELIVERABLES OR MATERIALS, OR THIS AGREEMENT, AND ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, NON-INFRINGEMENT, INTERFERENCE WITH ENJOYMENT OR OTHERWISE.

**8. Indemnification.**

- (1) By Accenture: Accenture will defend Client and Client's Affiliates against any claims brought against Client by any third party (that is not an Affiliate of Client) alleging that Client's use of VSF constitutes a direct infringement of a patent issued in the United States as of the Effective Date, a copyright, or a trade secret of any third party. Accenture will only be obliged to pay the amount of any damages finally awarded against Client or the amount of any settlement agreed by Accenture. If any portion of VSF is alleged to infringe any third party Intellectual Property Rights, Accenture may choose (at its election and expense) to: (a) procure the rights to use the item alleged to be infringing; (b) replace the alleged infringing portion with a non-infringing equivalent; or (c) modify the alleged infringing portion to make it non-infringing while still providing substantially the same level of functionality. If Accenture determines the above actions are not commercially reasonable, Accenture may immediately terminate Client's access to VSF. Accenture will have no obligations or liability under this Section for any claims to the extent arising from:
  - a. Client Data;
  - b. Client's or any User's use of VSF after Accenture has notified Client, in accordance with this Agreement, to discontinue such use and Client has been afforded a reasonable opportunity to discontinue such use;
  - c. any unauthorized modification or unauthorized use of VSF where infringement or misappropriation would not have occurred but for such unauthorized modification or unauthorized use;
  - d. any use of VSF, or any other act, by Client or a User, that is in breach of this Agreement, where the infringement or misappropriation would not have occurred but for the breach.

THIS SECTION CONSTITUTES CLIENT'S SOLE AND EXCLUSIVE REMEDY AND THE ACCENTURE'S (AND ITS AFFILIATES') ENTIRE OBLIGATION WITH RESPECT TO ANY CLAIM THAT VSF INFRINGES OR MISAPPROPRIATES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

- (2) By Client: Client shall defend Accenture and its Affiliates and licensors against claims brought against Accenture by any third party (that is not an Affiliate of Accenture) arising from or related to (i) any use of Platform by Client or its Users in violation of any applicable law or regulation; or (ii) any allegation that the Client Data violates, infringes or misappropriates the rights of a third party; (iii) Client's or its Users' use of VSF or other act in violation of this Agreement or the relevant SOW; or (iv) Client's or any User's engaging in High Risk Activities. Client will only be obliged to pay the amount of any damages finally awarded against the indemnified parties or the amount of any settlement agreed by Client. will have no obligations of liability under Section 8.4 for any claims arising from:
- a. Client Data in the possession of Accenture after Client has notified Accenture to delete the Client Data and Accenture has been afforded a reasonable opportunity to do so; or
  - b. any unauthorized access or use of the Client Data by Accenture that is in breach of this Agreement, where the infringement or misappropriation would not have occurred but for such breach.
- (3) In connection with any third party claims pursuant to this Section, the indemnified Party will (a) give the indemnifying Party prompt written notice of the claim; (b) reasonably cooperate with the indemnifying Party (at the indemnifying Party's expense) in connection with the defense and settlement of such claim, and (c) grant the indemnifying Party sole control of the defense and settlement of the claim, except that the indemnifying Party may not consent to the entry of any judgment or enter into any settlement with respect to the claim without the indemnified Party's prior written consent. The non-controlling Party may, at its expense, participate in the defense and settlement of the claim with counsel of its own choosing. If the indemnifying Party fails to assume control within 30 days of written notice of the claim, the indemnified Party may assume control of the defense of the claim at the indemnifying party's expense.

**9. Open Source Software.** Client understands and agrees that open-source software shall be utilized to provide the Services under the SOW.

**10. Compliance with Standards.** Client shall be responsible for its operation and use of the Deliverables and for determining whether to use or refrain from using any recommendation that may be made by Accenture. Client will be solely responsible for determining whether any services or recommendations 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. As between the parties, Client is, and at all times shall remain, responsible for all aspects of the design, manufacture and function of any 3D models, designs, graphics, or other assets created and or provided by Client and/or any of Client's subsidiaries and affiliates. Client will not use VSF in relation to any activities involving a country subject to comprehensive economic sanctions (including without limitation Cuba, Iran, North Korea, Sudan, Syria or Crimea), or involving a party in violation of applicable trade control laws, or that require government authorization, without first obtaining the informed consent of Accenture and the required authorization.

11. **Termination.** Termination is as provided in the SOW. Upon the expiration or earlier termination of the SOW, Client's right to access and use the VSF software will terminate and Client will, at Accenture's election, either return to Accenture or destroy any materials provided by Accenture related to the VSF software. Client may keep and use downloaded Outputs; Client acknowledges that it may need to obtain the necessary licenses to the Licensed Software required to view the Outputs.

12. **Miscellaneous.** The failure of a party to enforce a right will not constitute a waiver of the right. The provisions of this Agreement that are by their nature intended to do so shall survive the expiration or earlier termination of this Agreement. Neither party will use the other party's name or trademarks outside its organization without prior express written consent of the other party, which consent may be withheld in its sole discretion. Notwithstanding the foregoing, Accenture shall be permitted to refer to Client as a customer reference concerning this Agreement, for opportunities at existing and prospective Accenture clients. This Agreement, including the SOWs and any Exhibits, constitutes the entire agreement between the parties with respect to VSF and may not be amended or modified other than in a writing signed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws provisions.

13. **Definitions.** Capitalized terms used in this Appendix A and not defined below shall have the same meaning as those used in the Agreement.

- **Client Data** means all content, models, data and materials that Client or Users enter into the VSF or are otherwise provided by or on behalf of Client for use, processing, analysis and/or display via the VSF.
- **Confidential Information** means this Agreement and information that relates to the other party's past, present, or future research, development, business activities, products, services, and technical knowledge, which is identified by the discloser as confidential or that would be understood to be confidential by a reasonable person under the circumstances.
- **Device** means any end point of the system, including mobile phones, sensors, gateways, etc.
- **VSF** means the VSF software, the Remote Tenant software, and applications identified in the SOW, including without limitation the APIs, software services, models, algorithms, methodologies and approaches embodied in the foregoing, and any modifications and enhancements thereto. For purposes of clarification, the VSF does not include Client Data and any Client Confidential Information.
- **Outputs** means downloadable files consisting of visualizations, charts, graphs, reports or other data displayed or produced via the VSF but excluding software and Client Data.
- **Regulated Information** means information which names or identifies a natural person including, without limitation: (a) data that is explicitly defined as a regulated category of data under data privacy laws; (b) non-public personal data, such as national identification number, passport number, social security number, driver's license number; (c) health or medical information, such as insurance information, medical prognosis, diagnosis information or genetic information; (d) financial information, such as a policy number, credit card number and/or bank account number; and/or (e) sensitive personal data, such as race, religion, marital status, disability, or sexuality.

- **Remote Tenant** means the data storage component of VSF deployed on Client's CSV.
- **Software** means VSF together with the Remote Tenant and all related component applications.
- **Term** means the agreement duration described in the SOW.
- **User** means an individual or entity who, directly or indirectly through another User, has access to the VSF using Client's account (excluding any Accenture users).