TEAMING AGREEMENT

This Teaming Agreement ("Agreement") is entered into as of June 14, 2010, between Accenture LLP, an Illinois partnership ("Accenture") and Image API, Inc, a Florida profit corporation ("Team Member").

FOR AND IN CONSIDERATION OF the mutual agreements herein, Accenture and Team Member agree as follows:

1. **Background**. The Florida Agency for Workforce Innovation (the "Client") has issued a Intent to Negotiate (the "ITN") for the Unemployment Compensation Claims and Benefits Information System Design, Development and Implementation (the "Project"). Accenture intends to submit a proposal in response to the ITN (the "Proposal"). The parties have complementary capabilities that they do not have in their respective organizations, and believe it is to their mutual benefit to act as a team to prepare and submit the Proposal for the Project. If Accenture is awarded the contract (the "Prime Contract") and becomes responsible for the Project, it contemplates subcontracting portions of the Project to other firms, including Image API, Inc.

2. **Proposal Preparation**.

2.1 **Cooperation**. The parties will cooperate to (a) prepare the Proposal that Accenture intends to submit to the Client in response to the RFP, and (b) secure the Prime Contract between Accenture and the Client for the Project.

2.2 **Team Member Responsibilities**. Team Member will submit to Accenture all necessary technical and business data and information concerning its proposed portion of the Project, including accurate, current, and complete pricing data. Team Member will provide a Certificate of Cost or Pricing Data if requested by the Client. Team Member will provide to Accenture any written representations, certifications and warranties that are required by the Client or in the RFP. Team Member will make available appropriate and high-quality personnel to provide reasonable assistance to Accenture to prepare the Proposal. Team Member will not remove the personnel, if any, identified in Exhibit A to this Agreement from the Proposal preparation effort without Accenture's prior written consent.

2.3 **Proposal Preparation**. Accenture will prepare the Proposal, integrate information provided by Team Member, and submit the Proposal to the Client. Accenture will consult with Team Member on any changes to the Proposal which substantially affect Team Member's proposed portion of the Project. Accenture agrees to keep Team Member advised of all material changes in the Client's requirements that would affect Team Member's proposed portion of the Project and the probability that Accenture will be awarded the Prime Contract.

2.4 **Approval of Team Member**. Accenture will identify Team Member as a proposed subcontractor and describe Team Member's Project responsibilities in the Proposal. To the extent permitted by the terms of the RFP, Accenture will use commercially reasonable efforts

after submitting the Proposal to the Client to obtain the Prime Contract award, including participating in oral presentations. Team Member agrees to assist in these efforts as Accenture may reasonably require. If the Client awards Accenture the Prime Contract, Accenture will work to confirm the Client's approval to use Team Member as a subcontractor.

2.5 **Client Contract Negotiations**. Accenture will be responsible for any contract negotiations with the Client. If the Client approves, Accenture agrees to allow Team Member to be present at meetings with the Client related to Team Member's proposed portion of the Project.

3. **Performance**.

3.1 **Subcontract**. If the Client awards the Prime Contract to Accenture and the Client approves of Accenture's use of Team Member as a subcontractor for the Project, the parties will immediately begin negotiating a subcontract (the "Subcontract") consistent with the terms of this Agreement and finalize and execute the Subcontract as soon as reasonably practicable. The Subcontract will specify Team Member's services and deliverables for the Project and other appropriate terms to comply with the requirements of the Prime Contract and applicable laws and regulations. Accenture may authorize Team Member to begin work prior to execution of the Subcontract, in which case such work will be subject to this Agreement. The Subcontract may be structured to include statements of work ("Statements of Work") that define the specific work to be performed by Team Member.

3.2 **Roles and Responsibilities**. Exhibit A describes the understandings of the parties as to the anticipated general roles and responsibilities of each party under the Subcontract and the Statements of Work, if any. The roles and responsibilities will be more specifically addressed in the Subcontract and Statements of Work.

3.3 **Prime Contract Flowdowns**. The Subcontract will include those provisions of the Prime Contract which, by the nature of the terms, are required to be flowed down to Team Member including, but not limited to, the term of contract, confidentiality, ownership of intellectual property, non-discrimination, security, use of facilities, insurance, warranty, limitation of liability, and indemnification.

3.4 **RFP Terms Exceptions**. Before Accenture submits the Proposal, Team Member will inform Accenture in writing of any clauses or provisions in the RFP (including any proposed terms for the Prime Contract) to which Team Member takes exception.

4. **Confidential Information**.

4.1 **Definition**. During the course of this Agreement, each party may be given access to information (in hardcopy and/or electronic form) that relates to the other's past, present, and future research, development, business activities, products, services, and technical knowledge, which is identified by the discloser as confidential or which would be understood to be confidential by a reasonable person under the circumstances ("Confidential Information"). Information of the Client will also be deemed to be Accenture's Confidential Information.

4.2 **Use**. A party may use or make copies of the Confidential Information of the other party only to the extent reasonably necessary for purposes of this Agreement.

4.3 **Protection**. Each party will protect the confidentiality of the Confidential Information of the other 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 the Confidential Information to those of its personnel (including such personnel employed by its affiliates) and subcontractors engaged in the performance, management, receipt or use of the Services under this Agreement, provided that such parties are bound by obligations of confidentiality substantially similar to the terms of this Agreement. The Confidential Information of the parties will also be disclosed to the Client as necessary in accordance with this Agreement for purposes of the RFP and the Proposal.

4.4 **Return**. Each party will return or destroy the other party's Confidential Information in its possession upon request by the other party, unless otherwise allowed to retain such Confidential Information. Each party may retain copies of the other party's Confidential Information required for compliance with its recordkeeping or quality assurance requirements (subject to the terms of this Agreement), except that Team Member will return or destroy all Confidential Information of Client upon request of Accenture.

4.5 **Exceptions**. 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) (a) previously known to it without an obligation not to disclose such information, (b) independently developed by or for it without use of the information, (c) acquired by it from a third party which is not, to the receiver's knowledge, under an obligation not to disclose such information, or (d) which is or becomes publicly available through no breach of this Agreement.

4.6 **Compelled Disclosure**. If the receiver 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 and tender to the other party the defense of such subpoena or process. If requested by the other party, the receiver will reasonably cooperate (at the expense of the other party) in opposing such subpoena or process. Unless the subpoena or process is timely limited, quashed or extended, the receiver will then be entitled to comply with such request to the extent permitted by law.

5. **Intellectual Property Rights**.

5.1 **Rights**. Intellectual property ("IP") conceived pursuant to this Agreement will remain the property of the originating party. In the event of joint IP, the parties will engage in good-faith negotiations to establish their respective rights. Failing agreement, each party will have equal ownership and rights in such joint IP, without further obligation to the other party.

5.2 **Prime Contract Requirements**. It is understood and agreed that the parties may be required to and will grant licenses or other rights to the Client to inventions, data, and information in accordance with the Prime Contract unless exception to rights in data or similar

clauses has been taken. Team Member understands that it may be required to grant to Accenture and/or the Client licenses or ownership of certain IP as required by the Prime Contract.

6. **Relationship of the Parties**.

6.1 **Independent Contractors**. The parties will act as independent contractors in the performance of this Agreement. Neither party will act as, or be deemed to be, agent for or partner of the other party for any purpose. The employees of one party will not be deemed the employees of the other party. Nothing in this Agreement allows either Accenture or Team Member the right to make commitments of any kind on behalf of the other party without the other party's prior written consent. Each party will be responsible for all of its costs and expenses in connection with the performance of its obligations under this Agreement.

6.2 **Prime Contractor**. If the Client awards the Prime Contract to Accenture, Accenture will be the prime contractor. Accenture will not solicit from any other firm the specific services and deliverables included in Team Member's proposed portion of the Project unless this Agreement is terminated pursuant to Section 7 below or Team Member agrees in writing that Accenture may solicit other firms.

6.3 **Exclusivity**. Team Member agrees that during the term of this Agreement it will not bid as a prime contractor, subcontractor, joint venturer, or in a similar relationship with any other company (and will not facilitate the bid of any other company) which is preparing a proposal in response to the RFP in relation to Image API's iCenter technology. However, Team Member may participate in the Project with another company in relation to other services such as data conversion, or upon termination of this Agreement if that other company is finally awarded the contract by the Client.

6.4 **Client Contact**. Accenture will be responsible for all contacts with the Client regarding the Proposal. Team Member will not make any contact or have any discussions with the Client without Accenture's prior written consent. Accenture may elect to participate in any of these contacts or discussions.

6.5 **Subcontracting**. During the term of this Agreement, Team Member will not subcontract any of its responsibilities or obligations without Accenture's prior written consent.

6.6 **Non-Solicitation**. During the term of this Agreement and for a period of one year after its termination or expiration or until one year following the submission of the Proposal (whichever is later), neither Accenture nor Team Member will make an offer of employment to the other's Proposal Personnel without the prior written consent of the other party. "Proposal Personnel" will mean any officers, partners, employees, permitted subcontractors or agents of the other who are directly involved with the efforts under this Agreement and with whom Accenture or Team Member came into contact as a result of the activities under this Agreement. This restriction will not apply to individuals who independently respond to indirect solicitations (such as general newspaper advertisements, employment agency referrals and internet postings) not targeting such individual.

6.7 **Conflicts**. Team Member affirms that to the best of its knowledge neither it nor its officers, partners, employees, permitted subcontractors and/or agents have knowledge of any existing or potential interest in conflict with the Project or this Agreement that could reasonably be considered to: (a) negatively impact Team Member's participation in preparing and submitting the Proposal or its performance during the Project, (b) influence the Client to select a party other than Accenture with whom to contract, (c) cause it or Accenture to violate any law or regulation, or (d) create any appearance of impropriety (each a "Conflict"). If either party becomes aware of a Conflict during the term of this Agreement, it will promptly notify the other party in writing and the parties will work together to mutually resolve the issue. If the parties cannot resolve the issue within a reasonable period of time (not to exceed five (5) days after first notice, unless mutually agreed otherwise in writing), then Accenture may immediately terminate this Agreement.

6.8 **No Lobbying**. Team Member will not engage in "lobbying" (as that term is defined under applicable Federal, state and local laws and regulations) in connection with this Agreement. If Team Member does, it will be a material breach of this Agreement and will be grounds for immediate termination by Accenture.

6.9 **Compliance with Laws**. Each party will comply with applicable laws, rules and regulations of the United States, the State of Florida, and the state designated in the governing law provision below, and with any other jurisdiction in which it acts, including but not limited to, the laws of foreign countries relating to government procurement, payment to government officials or employees, conflicts of interest and the like.

6.10 **Background Checks**. Accenture will have the right to perform reasonable background checks as permitted by law on any officer, partner, employee, permitted subcontractor or agent of Team Member that would perform under this Agreement or would otherwise participate in the Project. Upon request, Team Member will provide a list of references to Accenture and cooperate with Accenture as reasonably necessary to confirm the information provided by such references. Team Member acknowledges that the Client may further require the performance of reasonable background checks as a condition of serving as a subcontractor for the Project.

7. **Termination**.

7.1 **Termination Events.** This Agreement will terminate upon the first to occur of any of the following events:

(a) the Client notifies Accenture that the contract for the Project will not be awarded to Accenture;

(b) the Client disapproves of Team Member as a subcontractor or the Client directs Accenture to pick a company other than Team Member to perform the work that was proposed by Team Member;

(c) Accenture and Team Member enter into the Subcontract;

(d) twelve (12) months pass from the date of this Agreement; provided, however, this Agreement will continue for another twelve (12) months if Accenture submitted the Proposal and the Client still has not notified Accenture that it has not been awarded the contract for the Project;

(e) the parties have not executed the Subcontract within sixty (60) days of contract award and either party gives written notice specifying a date for termination of the Agreement, such date to be no earlier than two (2) days following the date of such notice;

(f) the Client changes the requirements of the Project materially to the extent that Accenture reasonably determines that it is in the parties' mutual best business interests to terminate this Agreement and provides written notice of termination to Team Member;

(g) the insolvency, bankruptcy, reorganization under the bankruptcy laws, or assignment for the benefit of creditors of either party;

(h) if either party materially breaches this Agreement and the breaching party does not cure the breach within five (5) days after it receives written notice of such breach;

(i) there is a Conflict that is not resolved within five (5) days' notice, and Accenture thereafter gives written notice of termination of this Agreement, effective as of the date specified in such notice of termination, which may be immediately;

(j) Team Member engages in "lobbying" in connection with this Agreement;

(k) Team Member fails to provide Accenture competitive pricing for Team Member's proposed scope; or

(l) the parties agree in writing to terminate this Agreement.

7.2 **Survival**. All provisions of this Agreement which are by their nature intended to survive the expiration or termination of this Agreement will survive such expiration or termination.

7.3 **Notice of Termination**. In the event of termination of this Agreement, except as otherwise stated herein, the terminating party will first provide written notice of the intent to terminate to the other party, the reason(s) for termination, and the effective date of termination.

8. **Publicity**. Team Member will not use Accenture's name outside Team Member's organization without Accenture's express written consent, which may be withheld by Accenture in its sole discretion. If the Client awards Accenture the Prime Contract, either party may issue a news release, public announcement, advertisement or similar forms of publicity about its role in the Project, subject to the prior written consent and approval of the other party (and the Client, if required).

9. **Liability**. The parties acknowledge that there is no guarantee that Accenture will be awarded the Prime Contract. Except for a breach of Section 4 above, neither party will be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, lost opportunity, or lost savings) even if it has been advised of their possible existence. A party must bring an action within two (2) years after the cause of action arose. Neither party will be liable for delays or failure in performance due to causes beyond its control.

10. **Dispute Resolution**. The parties will make good faith efforts to first resolve internally any dispute under this Agreement by escalating it to higher levels of management. Any dispute, controversy, or claim arising out of, relating to, involving, or having any connection with this Agreement, including any question regarding the validity, interpretation, scope, performance, or enforceability of this dispute resolution provision, will be exclusively and finally settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and the AAA Optional Procedures for Large, Complex Commercial Disputes. Any arbitration will be conducted on an individual, rather than a class-wide, basis. The arbitration will be conducted in Chicago, Illinois, unless the parties agree on another location, by three arbitrators, with each party selecting one arbitrator and the third selected by the AAA. The parties will be entitled to engage in reasonable discovery, including requests for production of relevant non-privileged documents. Depositions and interrogatories may be ordered by the arbitral panel upon a showing of need. All decisions, rulings, and awards of the arbitral panel will be made pursuant to majority vote of the three arbitrators. The award will be in accordance with the applicable law, will be in writing, and will state the reasons upon which it is based. The arbitrators will have no power to modify or abridge the terms of this Agreement.

11. **Miscellaneous**.

11.1 **Entire Agreement**. This Agreement sets forth the entire understanding between the parties with respect to its subject matter, and supersedes all prior agreements, conditions, warranties, representations, arrangements and communications, whether oral or written, and whether with or by Accenture, any of its affiliates, or any of their employees, officers, directors, agents or shareholders. Each party acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein, and that it has not relied upon any representations, warranties, promises, or inducements of any kind, whether oral or written, and from any source, other than those that are expressly contained within this Agreement. Each party acknowledges that it is a sophisticated business entity and that in entering into this Agreement it has had the opportunity to consult with counsel of its choosing. This Agreement 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 one agreement binding on the parties, notwithstanding that both parties are not signatories to the original or the same counterpart. Nothing in this Agreement is intended or will be construed to confer on any party (other than Accenture, Team Member, and the parties entitled to indemnification) any rights, benefits or remedies of any kind, and no other party will be deemed to be a third party beneficiary.

11.2 **Modification**. This Agreement may not be modified or amended except by the mutual written agreement of the parties. If a court of competent jurisdiction or arbitral panel finds any term or provision of this Agreement to be invalid, illegal or otherwise unenforceable, such term or provision will not affect the other terms or provisions of this Agreement or this Agreement as a whole. Such term or provision will be deemed modified to the extent necessary, in the court's or panel's opinion, to render such term or provision enforceable while preserving to the fullest extent permissible, the intent and agreements of the parties set forth in this Agreement. Upon such modification, the rights and obligations of the parties will be construed and enforced in accordance with such modification.

11.3 **Notices**. Any notice or other communication provided under this Agreement will be in writing and will be effective either when delivered personally to the other party, or five (5) days following deposit of such notice or communication into the United States mail (certified mail, return receipt requested), or upon delivery by overnight delivery service (with confirmation of delivery), addressed to such party at the address set forth below. Either party may designate a different address by notice to the other given in accordance with this Agreement.

11.4 **Waiver**. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party against which it is sought to be enforced. The delay or failure by either party to exercise or enforce any of its rights under this Agreement will not constitute or be deemed a waiver of that party's right to thereafter enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right.

11.5 **Governing Law**. This Agreement will be governed by and construed in accordance with the laws of Illinois, without giving effect to conflict of law rules.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ACCENTURE, LLP

By: _____
(Authorized Signature)

Name: John G. Martin
(Printed or Typed)

Title: Senior Executive

Signature _____

Address: 2002 Old St. Augustine Rd E-45
Tallahassee, FL 32301

Date: 6/25/10

IMAGE API, INC

By: _____
(Authorized Signature)

Name: Richard Griffiths, Jr.
(Printed or Typed)

Title: CEO

Signature _____

Address: 2670 Executive Center Circle, West
Tallahassee, FL 32301

Date: 6/23/2010

EXHIBIT A

Additional Responsibilities of the Parties.

In order to establish the basis for negotiation of a Subcontract in the event Accenture is awarded the Prime Contract, the following are the anticipated responsibilities of the parties. Although this Exhibit discusses the potential framework for Project work, this Exhibit does not create a Subcontract for the Project.

1. **General.**

(a) Accenture will have the overall project management responsibility and final decision-making authority on all Project matters, including those areas under responsibility of Team Member.

(b) Team Member personnel will work as members of the Project team, with assigned tasks, deliverables and due dates. Assignments will be made by Accenture.

(c) In order to facilitate coordination, communications and project control, all Project work, including subcontracted work, will be done at the designated Accenture Project location. Exceptions will be made for those activities requiring work to be done at the Client sites and certain activities which may be done at Team Member's site with prior Accenture approval.

(d) Work status reviews, Quality Assurance reviews, and approvals of major actions in all Project related matters will be headed by Accenture, with the participation of Team Member's personnel as required. Final decision-making authority rests with Accenture.

(e) Quality Assurance procedures, the Change Control process, standards and procedures, and project planning and reporting procedures for the overall Project will be established by Accenture, in concert with Team Member and approved by the Client.

(f) Team Member will communicate only with Accenture in all matters relating to the work stated in the Subcontract. Client communication will be limited to those aspects of obtaining or confirming information for the purpose of performing the work subcontracted.

(g) Decisions related to Project performance, status, system architecture or any major issue affecting the Project, are to be discussed with Accenture prior to joint discussion with the Client.

(h) Accenture reserves the right to approve assignment of Team Member personnel to the Project and to require replacement of Team Member personnel during the Project.

2. **Areas of Responsibility of the Parties**.

2.1 **Accenture**.

The following are Accenture's anticipated responsibilities if Accenture is awarded the Prime Contract:

(a) Overall Project Management and Control, including without limitation Quality Assurance, Project Planning and Control, and Change Control functions.

(b) Final decision-making authority for all Project matters, including, without limitation, assignment of Team Member's Project personnel.

(c) Primary Client interface in all matters which could change the goals and objectives to be established in the Prime Contract.

(d) Reviewing, controlling and following up on all Project activities and milestones, and prescribing corrective measures as required, including Team Member areas of responsibility.

(e) Coordination with Team Member as required by the Project.

(f) Reporting the overall Project status and performance against plans (including Team Member work status) to the Client.

(g) Administering the Prime Contract and subcontracts.

2.2 **Team Member**.

(a) Participate exclusively to Accenture in Proposal and Proposal development activities including identifying and defining innovative ideas, "quick wins", and other differentiators to offer in our Proposal as related to Image API's iCenter technology. Participate exclusively to Accenture in Project activities and related work tasks as required and supervised by Accenture, including without limitation:

(b) Provide the iCenter upgrade

(c) Provide the capture modules

(d) Provide the anticipated implementation/integration with the Accenture UC application

(e) Assure that pricing provided is within the competitive range.

TEAMING AGREEMENT

This Teaming Agreement ("Agreement") is entered into as of May 25, 2010 between Accenture LLP, an Illinois partnership ("Accenture") and Bob Bradner Consulting Group, a Sole Proprietorship ("Team Member") (*collectively*, "the Parties").

FOR AND IN CONSIDERATION OF the mutual agreements herein, Accenture and Team Member agree as follows:

1. **Background**. The State of Florida's Agency for Workforce Innovation (the "Client") has issued an Invitation to Negotiate (the "ITN") for Unemployment Compensation and Benefits Information System Design, Development and Implementation (the "Project"). Accenture intends to submit a proposal in response to the ITN (the "Proposal"). The Parties have complementary capabilities that they do not have in their respective organizations, and believe it is to their mutual benefit to act as a team to prepare and submit the Proposal for the Project. If Accenture is awarded the contract (the "Prime Contract") and becomes responsible for the Project, it contemplates subcontracting portions of the Project to other firms, including Team Member.

2. **Proposal Preparation**.

2.1 **Cooperation**. The Parties will cooperate to (a) prepare the Proposal that Accenture intends to submit to the Client in response to the ITN, and (b) secure the Prime Contract between Accenture and the Client for the Project.

2.2 **Team Member Responsibilities**. Team Member will submit to Accenture all necessary technical and business data and information concerning its proposed portion of the Project, including accurate, current, and complete pricing data. Team Member will provide a Certificate of Cost or Pricing Data if requested by the Client. Team Member will provide to Accenture any written representations, certifications and warranties that are required by the Client or in the ITN. Team Member will make available appropriate and high-quality personnel to provide reasonable assistance to Accenture to prepare the Proposal. Team Member will not remove the personnel, if any, identified in Exhibit A to this Agreement from the Proposal preparation effort without Accenture's prior written consent.

2.3 **Proposal Preparation**. Accenture will prepare the Proposal, integrate information provided by Team Member, and submit the Proposal to the Client. Accenture will consult with Team Member on any changes to the Proposal which substantially affect Team Member's proposed portion of the Project. Accenture agrees to keep Team Member advised of all material changes in the Client's requirements that would affect Team Member's proposed portion of the Project and the probability that Accenture will be awarded the Prime Contract.

2.4 **Approval of Team Member**. Accenture will identify Team Member as a proposed subcontractor and describe Team Member's Project responsibilities in the Proposal. To the extent permitted by the terms of the ITN, Accenture will use commercially reasonable efforts

after submitting the Proposal to the Client to obtain the Prime Contract award, including participating in oral presentations. Team Member agrees to assist in these efforts as Accenture may reasonably require. If the Client awards Accenture the Prime Contract, Accenture will work to confirm the Client's approval to use Team Member as a subcontractor.

2.5 **Client Contract Negotiations**. Accenture will be responsible for any contract negotiations with the Client. If the Client approves, Accenture agrees to allow Team Member to be present at meetings with the Client related to Team Member's proposed portion of the Project.

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3.1 **Subcontract**. If the Client awards the Prime Contract to Accenture and the Client approves of Accenture's use of Team Member as a subcontractor for the Project, the Parties will immediately begin negotiating a subcontract (the "Subcontract") consistent with the terms of this Agreement and finalize and execute the Subcontract as soon as reasonably practicable. The Subcontract will specify Team Member's services and deliverables for the Project and other appropriate terms to comply with the requirements of the Prime Contract and applicable laws and regulations. Accenture may authorize Team Member to begin work prior to execution of the Subcontract, in which case such work will be subject to this Agreement. The Subcontract may be structured to include statements of work ("Statements of Work") that define the specific work to be performed by Team Member.

3.2 **Roles and Responsibilities**. Exhibit A describes the understandings of the Parties as to the anticipated general roles and responsibilities of each party under the Subcontract and the Statements of Work, if any. The roles and responsibilities will be more specifically addressed in the Subcontract and Statements of Work.

3.3 **Prime Contract Flowdowns**. The Subcontract will include those provisions of the Prime Contract which, by the nature of the terms, are required to be flowed down to Team Member including, but not limited to, the term of contract, confidentiality, ownership of intellectual property, non-discrimination, security, use of facilities, insurance, warranty, limitation of liability, and indemnification.

3.4 **ITN Terms Exceptions**. Before Accenture submits the Proposal, Team Member will inform Accenture in writing of any clauses or provisions in the ITN (including any proposed terms for the Prime Contract) to which Team Member takes exception.

4. Confidential Information.

4.1 **Definition**. During the course of this Agreement, each party may be given access to information (in hardcopy and/or electronic form) that relates to the other's past, present, and future research, development, business activities, products, services, and technical knowledge, which is identified by the discloser as confidential or which would be understood to be confidential by a reasonable person under the circumstances ("Confidential Information"). Information of the Client will also be deemed to be Accenture's Confidential Information.

4.2 **Use.** A party may use or make copies of the Confidential Information of the other party only to the extent reasonably necessary for purposes of this Agreement.

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4.4 **Return.** Each party will return or destroy the other party's Confidential Information in its possession upon request by the other party, unless otherwise allowed to retain such Confidential Information. Each party may retain copies of the other party's Confidential Information required for compliance with its recordkeeping or quality assurance requirements (subject to the terms of this Agreement), except that Team Member will return or destroy all Confidential Information of Client upon request of Accenture.

4.5 **Exceptions.** 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) (a) previously known to it without an obligation not to disclose such information, (b) independently developed by or for it without use of the information, (c) acquired by it from a third party which is not, to the receiver's knowledge, under an obligation not to disclose such information, or (d) which is or becomes publicly available through no breach of this Agreement.

4.6 **Compelled Disclosure.** If the receiver 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 and tender to the other party the defense of such subpoena or process. If requested by the other party, the receiver will reasonably cooperate (at the expense of the other party) in opposing such subpoena or process. Unless the subpoena or process is timely limited, quashed or extended, the receiver will then be entitled to comply with such request to the extent permitted by law.

4.7 **Existing Non-Disclosure Agreement.** The Parties acknowledge that Team Member is subject to an existing and current Non-Disclosure Agreement ("NDA") with Accenture. Nothing in this Agreement shall operate to eliminate or mitigate the Team Member's obligations under the NDA. To the extent there is a conflict between the terms of the NDA and this Agreement, this Agreement shall control.

5. **Intellectual Property Rights.**

5.1 **Rights.** Intellectual property ("IP") conceived pursuant to this Agreement will remain the property of the originating party. In the event of joint IP, the Parties will engage in good-

faith negotiations to establish their respective rights. Failing agreement, each party will have equal ownership and rights in such joint IP, without further obligation to the other party.

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6.2 **Prime Contractor.** If the Client awards the Prime Contract to Accenture, Accenture will be the prime contractor. Accenture will not solicit from any other firm the specific services and deliverables included in Team Member's proposed portion of the Project unless this Agreement is terminated pursuant to Section 7 below or Team Member agrees in writing that Accenture may solicit other firms.

6.3 **Exclusivity.** Team Member agrees that during the term of this Agreement it will not bid as a prime contractor, subcontractor, joint venturer, or in a similar relationship with any other company (and will not facilitate the bid of any other company) which is preparing a proposal in response to the ITN. However, Team Member may participate in the Project with another company upon termination of this Agreement if that other company is finally awarded the contract by the Client.

6.4 **Client Contact.** Accenture will be responsible for all contacts with the Client regarding the Proposal. Team Member will not make any contact or have any discussions with the Client without Accenture's prior written consent. Accenture may elect to participate in any of these contacts or discussions.

6.5 **Subcontracting.** During the term of this Agreement, Team Member will not subcontract any of its responsibilities or obligations without Accenture's prior written consent.

6.6 **Non-Solicitation.** During the term of this Agreement and for a period of one year after its termination or expiration or until one year following the submission of the Proposal (whichever is later), neither Accenture nor Team Member will make an offer of employment to the other's Proposal Personnel without the prior written consent of the other party. "Proposal Personnel" will mean any officers, partners, employees, permitted subcontractors or agents of the other who are directly involved with the efforts under this Agreement and with whom Accenture

or Team Member came into contact as a result of the activities under this Agreement. This restriction will not apply to individuals who independently respond to indirect solicitations (such as general newspaper advertisements, employment agency referrals and internet postings) not targeting such individual.

6.7 **Conflicts**. Team Member affirms that to the best of its knowledge neither it nor its officers, partners, employees, permitted subcontractors and/or agents have knowledge of any existing or potential interest in conflict with the Project or this Agreement that could reasonably be considered to: (a) negatively impact Team Member's participation in preparing and submitting the Proposal or its performance during the Project, (b) influence the Client to select a party other than Accenture with whom to contract, (c) cause it or Accenture to violate any law or regulation, or (d) create any appearance of impropriety (each a "Conflict"). If either party becomes aware of a Conflict during the term of this Agreement, it will promptly notify the other party in writing and the Parties will work together to mutually resolve the issue. If the Parties cannot resolve the issue within a reasonable period of time (not to exceed five (5) days after first notice, unless mutually agreed otherwise in writing), then Accenture may immediately terminate this Agreement.

6.8 **No Lobbying**. Team Member will not engage in "lobbying" (as that term is defined under applicable Federal, state and local laws and regulations) in connection with this Agreement. If Team Member does, it will be a material breach of this Agreement and will be grounds for immediate termination by Accenture.

6.9 **Compliance with Laws**. Each party will comply with applicable laws, rules and regulations of the United States and the state designated in the governing law provision below, and with any other jurisdiction in which it acts, including but not limited to, the laws of foreign countries relating to government procurement, payment to government officials or employees, conflicts of interest and the like.

6.10 **Background Checks**. Accenture will have the right to perform reasonable background checks as permitted by law on any officer, partner, employee, permitted subcontractor or agent of Team Member that would perform under this Agreement or would otherwise participate in the Project. Upon request, Team Member will provide a list of references to Accenture and cooperate with Accenture as reasonably necessary to confirm the information provided by such references.

7. <u>Termination</u>.

7.1 **Termination Events.** This Agreement will terminate upon the first to occur of any of the following events:

(a) the Client notifies Accenture that the contract for the Project will not be awarded to Accenture;

(b) the Client disapproves of Team Member as a subcontractor or the Client directs Accenture to pick a company other than Team Member to perform the work that was proposed by Team Member;

(c) Accenture and Team Member enter into the Subcontract;

(d) twelve (12) months pass from the date of this Agreement; provided, however, this Agreement will continue for another twelve (12) months if Accenture submitted the Proposal and the Client still has not notified Accenture that it has not been awarded the contract for the Project;

(e) the Parties have not executed the Subcontract within sixty (60) days of contract award and either party gives written notice specifying a date for termination of the Agreement, such date to be no earlier than two (2) days following the date of such notice;

(f) the Client changes the requirements of the Project materially to the extent that Accenture reasonably determines that it is in the Parties' mutual best business interests to terminate this Agreement and provides written notice of termination to Team Member;

(g) the insolvency, bankruptcy, reorganization under the bankruptcy laws, or assignment for the benefit of creditors of either party;

(h) if either party materially breaches this Agreement and the breaching party does not cure the breach within five (5) days after it receives written notice of such breach;

(i) there is a Conflict that is not resolved within five (5) days' notice, and Accenture thereafter gives written notice of termination of this Agreement, effective as of the date specified in such notice of termination, which may be immediately;

(j) Team Member engages in "lobbying" in connection with this Agreement;

(k) Team Member fails to provide Accenture competitive pricing for Team Member's proposed scope; or

(l) the Parties agree in writing to terminate this Agreement.

7.2 **Survival.** All provisions of this Agreement which are by their nature intended to survive the expiration or termination of this Agreement will survive such expiration or termination.

7.3 **Notice of Termination.** In the event of termination of this Agreement, except as otherwise stated herein, the terminating party will first provide written notice of the intent to terminate to the other party, the reason(s) for termination, and the effective date of termination.

8. **Publicity**. Team Member will not use Accenture's name outside Team Member's organization without Accenture's express written consent, which may be withheld by Accenture in its sole discretion. If the Client awards Accenture the Prime Contract, either party may issue a news release, public announcement, advertisement or similar forms of publicity about its role in the Project, subject to the prior written consent and approval of the other party (and the Client, if required).

9. **Liability**. The Parties acknowledge that there is no guarantee that Accenture will be awarded the Prime Contract. Except for a breach of Section 4 above, neither party will be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, lost opportunity, or lost savings) even if it has been advised of their possible existence. A party must bring an action within two (2) years after the cause of action arose. Neither party will be liable for delays or failure in performance due to causes beyond its control.

10. **Dispute Resolution**. The Parties will make good faith efforts to first resolve internally any dispute under this Agreement by escalating it to higher levels of management. Any dispute, controversy, or claim arising out of, relating to, involving, or having any connection with this Agreement, including any question regarding the validity, interpretation, scope, performance, or enforceability of this dispute resolution provision, will be exclusively and finally settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and the AAA Optional Procedures for Large, Complex Commercial Disputes. Any arbitration will be conducted on an individual, rather than a class-wide, basis. The arbitration will be conducted in Chicago, Illinois, unless the Parties agree on another location, by three arbitrators, with each party selecting one arbitrator and the third selected by the AAA. The Parties will be entitled to engage in reasonable discovery, including requests for production of relevant non-privileged documents. Depositions and interrogatories may be ordered by the arbitral panel upon a showing of need. All decisions, rulings, and awards of the arbitral panel will be made pursuant to majority vote of the three arbitrators. The award will be in accordance with the applicable law, will be in writing, and will state the reasons upon which it is based. The arbitrators will have no power to modify or abridge the terms of this Agreement.

11. **Miscellaneous**.

11.1 **Entire Agreement**. This Agreement sets forth the entire understanding between the Parties with respect to its subject matter, and supersedes all prior agreements, conditions, warranties, representations, arrangements and communications, whether oral or written, and whether with or by Accenture, any of its affiliates, or any of their employees, officers, directors, agents or shareholders. Each party acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein, and that it has not relied upon any representations, warranties, promises, or inducements of any kind, whether oral or written, and from any source, other than those that are expressly contained within this Agreement. Each party acknowledges that it is a sophisticated business entity and that in entering into this Agreement it has had the opportunity to consult with counsel of its choosing. This Agreement 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 one

agreement binding on the Parties, notwithstanding that both Parties are not signatories to the original or the same counterpart. Nothing in this Agreement is intended or will be construed to confer on any party (other than Accenture, Team Member, and the parties entitled to indemnification) any rights, benefits or remedies of any kind, and no other party will be deemed to be a third party beneficiary.

11.2 **Modification**. This Agreement may not be modified or amended except by the mutual written agreement of the Parties. If a court of competent jurisdiction or arbitral panel finds any term or provision of this Agreement to be invalid, illegal or otherwise unenforceable, such term or provision will not affect the other terms or provisions of this Agreement or this Agreement as a whole. Such term or provision will be deemed modified to the extent necessary, in the court's or panel's opinion, to render such term or provision enforceable while preserving to the fullest extent permissible, the intent and agreements of the Parties set forth in this Agreement. Upon such modification, the rights and obligations of the Parties will be construed and enforced in accordance with such modification.

11.3 **Notices**. Any notice or other communication provided under this Agreement will be in writing and will be effective either when delivered personally to the other party, or five (5) days following deposit of such notice or communication into the United States mail (certified mail, return receipt requested), or upon delivery by overnight delivery service (with confirmation of delivery), addressed to such party at the address set forth below. Either party may designate a different address by notice to the other given in accordance with this Agreement.

11.4 **Waiver**. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party against which it is sought to be enforced. The delay or failure by either party to exercise or enforce any of its rights under this Agreement will not constitute or be deemed a waiver of that party's right to thereafter enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right.

[*intentionally left blank*]

[*signature page follows*]

11.5 **Governing Law**. This Agreement will be governed by and construed in accordance with the laws of Illinois, without giving effect to conflict of law rules.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ACCENTURE LLP

By: _____
(Authorized Signature)

Name: Greg Martin
(Printed or Typed)

Title: Senior Executive
Address:

2002 Old St Augustine Road Suite E45

Tallahassee Florida 32301

Date:

[TEAM MEMBER]

By: _____
(Authorized Signature)

Name: Bob Bradner
(Printed or Typed)

Title: President
Address:

2136 Armistead Road

Tallahassee Florida 32308

Date:

EXHIBIT A

Additional Responsibilities of the Parties.

In order to establish the basis for negotiation of a Subcontract in the event Accenture is awarded the Prime Contract, the following are the anticipated responsibilities of the Parties. Although this Exhibit discusses the potential framework for Project work, this Exhibit does not create a Subcontract for the Project.

1. **General.**

(a) Accenture will have the overall project management responsibility and final decision-making authority on all Project matters, including those areas under responsibility of Team Member.

(b) Team Member personnel will work as members of the Project team, with assigned tasks, deliverables and due dates. Assignments will be made by Accenture.

(c) In order to facilitate coordination, communications and project control, all Project work, including subcontracted work, will be done at the designated Accenture Project location. Exceptions will be made for those activities requiring work to be done at the Client sites and certain activities which may be done at Team Member's site with prior Accenture approval.

(d) Work status reviews, Quality Assurance reviews, and approvals of major actions in all Project related matters will be headed by Accenture, with the participation of Team Member's personnel as required. Final decision-making authority rests with Accenture.

(e) Quality Assurance procedures, the Change Control process, standards and procedures, and project planning and reporting procedures for the overall Project will be established by Accenture, in concert with Team Member and approved by the Client.

(f) Team Member will communicate only with Accenture in all matters relating to the work stated in the Subcontract. Client communication will be limited to those aspects of obtaining or confirming information for the purpose of performing the work subcontracted.

(g) Decisions related to Project performance, status, system architecture or any major issue affecting the Project, are to be discussed with Accenture prior to joint discussion with the Client.

(h) Accenture reserves the right to approve assignment of Team Member personnel to the Project and to require replacement of Team Member personnel during the Project.

2. **Areas of Responsibility of the Parties.**

2.1 **Accenture.**

The following are Accenture's anticipated responsibilities if Accenture is awarded the Prime Contract:

(a) Overall Project Management and Control, including without limitation Quality Assurance, Project Planning and Control, and Change Control functions.

(b) Final decision-making authority for all Project matters, including, without limitation, assignment of Team Member's Project personnel.

(c) Primary Client interface in all matters which could change the goals and objectives to be established in the Prime Contract.

(d) Reviewing, controlling and following up on all Project activities and milestones, and prescribing corrective measures as required, including Team Member areas of responsibility.

(e) Coordination with Team Member as required by the Project.

(f) Reporting the overall Project status and performance against plans (including Team Member work status) to the Client.

(g) Administering the Prime Contract and subcontracts.

2.2 **Team Member.**

(a) Participate in Project activities and related work tasks as required and supervised by Accenture, including without limitation.

(b) Provide Subject Matter information and advice on our approach and solution

(c) Act as a Reviewer on Color Team Reviews

(d) Provide input to Training, Communications and Implementations plans and schedules

(e) Provide insight and direction to any Business Process Re Engineering plans and strategies

(f) Assist in the development of the Communications Plan and execution strategy

(g) Meet with the IBIS team and review the IBIS transfer solution

(h) Provide other assistance as needed.

TEAMING AGREEMENT

This Teaming Agreement ("Agreement") is entered into as of July 14, 2010, between Accenture LLP, an Illinois partnership ("Accenture") and Genesys Telecommunications Laboratories, Inc, a California profit corporation ("Team Member").

FOR AND IN CONSIDERATION OF the mutual agreements herein, Accenture and Team Member agree as follows:

1. **Background**. The Florida Agency for Workforce Innovation (the "Client") has issued a Intent to Negotiate (the "ITN") for the Unemployment Compensation Claims and Benefits Information System Design, Development and Implementation (the "Project"). Accenture intends to submit a proposal in response to the ITN (the "Proposal"). The parties have complementary capabilities that they do not have in their respective organizations, and believe it is to their mutual benefit to act as a team to prepare and submit the Proposal for the Project. If Accenture is awarded the contract (the "Prime Contract") and becomes responsible for the Project, it contemplates subcontracting portions of the Project to other firms, including Genesys Telecommunications Laboratories, Inc.

2. **Proposal Preparation**.

2.1 **Cooperation**. The parties will cooperate to (a) prepare the Proposal that Accenture intends to submit to the Client in response to the RFP, and (b) secure the Prime Contract between Accenture and the Client for the Project.

2.2 **Team Member Responsibilities**. Team Member will submit to Accenture all necessary technical and business data and information concerning its proposed portion of the Project, including accurate, current, and complete pricing data. Team Member will provide a Certificate of Cost or Pricing Data if requested by the Client. Team Member will provide to Accenture any written representations, certifications and warranties that are required by the Client or in the RFP. Team Member will make available appropriate and high-quality personnel to provide reasonable assistance to Accenture to prepare the Proposal. Team Member will not remove the personnel, if any, identified in Exhibit A to this Agreement from the Proposal preparation effort without Accenture's prior written consent.

2.3 **Proposal Preparation**. Accenture will prepare the Proposal, integrate information provided by Team Member, and submit the Proposal to the Client. Accenture will consult with Team Member on any changes to the Proposal which substantially affect Team Member's proposed portion of the Project. Accenture agrees to keep Team Member advised of all material changes in the Client's requirements that would affect Team Member's proposed portion of the Project and the probability that Accenture will be awarded the Prime Contract.

2.4 **Approval of Team Member**. Accenture will identify Team Member as a proposed subcontractor and describe Team Member's Project responsibilities in the Proposal. To the extent permitted by the terms of the RFP, Accenture will use commercially reasonable efforts

after submitting the Proposal to the Client to obtain the Prime Contract award, including participating in oral presentations. Team Member agrees to assist in these efforts as Accenture may reasonably require. If the Client awards Accenture the Prime Contract, Accenture will work to confirm the Client's approval to use Team Member as a subcontractor.

2.5 **Client Contract Negotiations**. Accenture will be responsible for any contract negotiations with the Client. If the Client approves, Accenture agrees to allow Team Member to be present at meetings with the Client related to Team Member's proposed portion of the Project.

3. **Performance**.

3.1 **Subcontract**. If the Client awards the Prime Contract to Accenture and the Client approves of Accenture's use of Team Member as a subcontractor for the Project, the parties will immediately begin negotiating a subcontract (the "Subcontract") consistent with the terms of this Agreement and finalize and execute the Subcontract as soon as reasonably practicable. The Subcontract will specify Team Member's services and deliverables for the Project and other appropriate terms to comply with the requirements of the Prime Contract and applicable laws and regulations. Accenture may authorize Team Member to begin work prior to execution of the Subcontract, in which case such work will be subject to this Agreement. The Subcontract may be structured to include statements of work ("Statements of Work") that define the specific work to be performed by Team Member.

3.2 **Roles and Responsibilities**. Exhibit A describes the understandings of the parties as to the anticipated general roles and responsibilities of each party under the Subcontract and the Statements of Work, if any. The roles and responsibilities will be more specifically addressed in the Subcontract and Statements of Work.

3.3 **Prime Contract Flowdowns**. The Subcontract will include those provisions of the Prime Contract which by the nature of the terms, are required to be flowed down to Team Member in writing as part of the development of the subcontract, including, but not limited to, the term of contract, confidentiality, ownership of intellectual property, non-discrimination, security, use of facilities, insurance, warranty, limitation of liability, and indemnification. Team Member and Accenture shall work in good faith during negotiation of the Subcontract to incorporate those terms agreed upon as applicable to the Team Member's work responsibilities.

3.4 **RFP Terms Exceptions**. Before Accenture submits the Proposal, Team Member will inform Accenture in writing of any clauses or provisions in the RFP (including any proposed terms for the Prime Contract) to which Team Member takes exception.

4. **Confidential Information**.

4.1 **Definition**. During the course of this Agreement, each party may be given access to information (in hardcopy and/or electronic form) that relates to the other's past, present, and future research, development, business activities, products, services, and technical knowledge, which is identified by the discloser as confidential or which would be understood to be confidential by a reasonable person under the circumstances ("Confidential Information").

Information of the Client will also be deemed to be Accenture's Confidential Information.

4.2 **Use.** A party may use or make copies of the Confidential Information of the other party only to the extent reasonably necessary for purposes of this Agreement.

4.3 **Protection.** Each party will protect the confidentiality of the Confidential Information of the other 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 the Confidential Information to those of its personnel (including such personnel employed by its affiliates) and subcontractors engaged in the performance, management, receipt or use of the Services under this Agreement, provided that such parties are bound by obligations of confidentiality substantially similar to the terms of this Agreement. The Confidential Information of the parties will also be disclosed to the Client as necessary in accordance with this Agreement for purposes of the RFP and the Proposal.

4.4 **Return.** Each party will return or destroy the other party's Confidential Information in its possession upon request by the other party, unless otherwise allowed to retain such Confidential Information. Each party may retain copies of the other party's Confidential Information required for compliance with its recordkeeping or quality assurance requirements (subject to the terms of this Agreement), except that Team Member will return or destroy all Confidential Information of Client upon request of Accenture.

4.5 **Exceptions.** 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) (a) previously known to it without an obligation not to disclose such information, (b) independently developed by or for it without use of the information, (c) acquired by it from a third party which is not, to the receiver's knowledge, under an obligation not to disclose such information, or (d) which is or becomes publicly available through no breach of this Agreement.

4.6 **Compelled Disclosure.** If the receiver 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 and tender to the other party the defense of such subpoena or process. If requested by the other party, the receiver will reasonably cooperate (at the expense of the other party) in opposing such subpoena or process. Unless the subpoena or process is timely limited, quashed or extended, the receiver will then be entitled to comply with such request to the extent permitted by law.

5. **Intellectual Property Rights.**

5.1 **Rights.** Intellectual property ("IP") conceived pursuant to this Agreement will remain the property of the originating party. In the event of joint IP, the parties will engage in good-faith negotiations to establish their respective rights. Failing agreement, each party will have equal ownership and rights in such joint IP, without further obligation to the other party.

5.2 **Prime Contract Requirements.** It is understood and agreed that the parties may be required to and will grant licenses or other rights to the Client to inventions, data, and

information in accordance with the Prime Contract unless exception to rights in data or similar clauses has been taken. Team Member understands that it may be required to grant to Accenture and/or the Client licenses or ownership of certain IP as required by the Prime Contract

6. **Relationship of the Parties**.

6.1 **Independent Contractors**. The parties will act as independent contractors in the performance of this Agreement. Neither party will act as, or be deemed to be, agent for or partner of the other party for any purpose. The employees of one party will not be deemed the employees of the other party. Nothing in this Agreement allows either Accenture or Team Member the right to make commitments of any kind on behalf of the other party without the other party's prior written consent. Each party will be responsible for all of its costs and expenses in connection with the performance of its obligations under this Agreement.

6.2 **Prime Contractor**. If the Client awards the Prime Contract to Accenture, Accenture will be the prime contractor. Accenture will not solicit from any other firm the specific services and deliverables included in Team Member's proposed portion of the Project unless this Agreement is terminated pursuant to Section 7 below or Team Member agrees in writing that Accenture may solicit other firms.

6.3 **Exclusivity**. Accenture and the Team Member acknowledge that during the term of this Agreement, Team Member may bid as a prime contractor, subcontractor, joint venturer, or in a similar relationship with another company (and may facilitate the bid of any other company) which is preparing a proposal in response to the ITN. As such, Team Member agrees that it shall comply strictly with the Confidentiality provisions of this Agreement or any other Agreement currently in force between Accenture and the Team Member, including, if necessary, the appropriate assignement of Team Member personnel in advising companies on bids and proposals.

6.4 **Client Contact**. Accenture will be responsible for all contacts with the Client regarding the Proposal. Team Member will not make any contact or have any discussions with the Client without Accenture's prior written consent. Accenture may elect to participate in any of these contacts or discussions.

6.5 **Subcontracting**. During the term of this Agreement, Team Member will not subcontract any of its responsibilities or obligations without Accenture's prior written consent.

6.6 **Non-Solicitation**. During the term of this Agreement and for a period of one year after its termination or expiration or until one year following the submission of the Proposal (whichever is later), neither Accenture nor Team Member will make an offer of employment to the other's Proposal Personnel without the prior written consent of the other party. "Proposal Personnel" will mean any officers, partners, employees, permitted subcontractors or agents of the other who are directly involved with the efforts under this Agreement and with whom Accenture or Team Member came into contact as a result of the activities under this Agreement. This restriction will not apply to individuals who independently respond to indirect solicitations (such as general newspaper advertisements, employment agency referrals and internet postings) not targeting such individual.

6.7 **Conflicts**. Team Member affirms that to the best of its knowledge neither it nor its officers, partners, employees, permitted subcontractors and/or agents have knowledge of any existing or potential interest in conflict with the Project or this Agreement that could reasonably be considered to: (a) negatively impact Team Member's participation in preparing and submitting the Proposal or its performance during the Project, (b) influence the Client to select a party other than Accenture with whom to contract, (c) cause it or Accenture to violate any law or regulation, or (d) create any appearance of impropriety (each a "Conflict"). If either party becomes aware of a Conflict during the term of this Agreement, it will promptly notify the other party in writing and the parties will work together to mutually resolve the issue. If the parties cannot resolve the issue within a reasonable period of time (not to exceed five (5) days after first notice, unless mutually agreed otherwise in writing), then Accenture may immediately terminate this Agreement.

6.8 **No Lobbying**. Team Member will not engage in "lobbying" (as that term is defined under applicable Federal, state and local laws and regulations) in connection with this Agreement. If Team Member does, it will be a material breach of this Agreement and will be grounds for immediate termination by Accenture.

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6.10 **Background Checks**. Accenture will have the right to perform reasonable background checks as permitted by law on any officer, partner, employee, permitted subcontractor or agent of Team Member that would perform under this Agreement or would otherwise participate in the Project. Upon request, Team Member will provide a list of references to Accenture and cooperate with Accenture as reasonably necessary to confirm the information provided by such references. Team Member acknowledges that the Client may further require the performance of reasonable background checks as a condition of serving as a subcontractor for the Project.

7. **Termination**.

7.1 **Termination Events.** This Agreement will terminate upon the first to occur of any of the following events:

(a) the Client notifies Accenture that the contract for the Project will not be awarded to Accenture;

(b) the Client disapproves of Team Member as a subcontractor or the Client directs Accenture to pick a company other than Team Member to perform the work that was proposed by Team Member;

(c) Accenture and Team Member enter into the Subcontract;

(d) twelve (12) months pass from the date of this Agreement; provided, however, this Agreement will continue for another twelve (12) months if Accenture submitted the Proposal and the Client still has not notified Accenture that it has not been awarded the contract for the Project;

(e) the parties have not executed the Subcontract within sixty (60) days of contract award and either party gives written notice specifying a date for termination of the Agreement, such date to be no earlier than two (2) days following the date of such notice;

(f) the Client changes the requirements of the Project materially to the extent that Accenture reasonably determines that it is in the parties' mutual best business interests to terminate this Agreement and provides written notice of termination to Team Member;

(g) the insolvency, bankruptcy, reorganization under the bankruptcy laws, or assignment for the benefit of creditors of either party;

(h) if either party materially breaches this Agreement and the breaching party does not cure the breach within five (5) days after it receives written notice of such breach;

(i) there is a Conflict that is not resolved within five (5) days' notice, and Accenture thereafter gives written notice of termination of this Agreement, effective as of the date specified in such notice of termination, which may be immediately;

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required).

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11. **Miscellaneous**.

11.1 **Entire Agreement**. This Agreement sets forth the entire understanding between the parties with respect to its subject matter, and supersedes all prior agreements, conditions, warranties, representations, arrangements and communications, whether oral or written, and whether with or by Accenture, any of its affiliates, or any of their employees, officers, directors, agents or shareholders. Each party acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein, and that it has not relied upon any representations, warranties, promises, or inducements of any kind, whether oral or written, and from any source, other than those that are expressly contained within this Agreement. Each party acknowledges that it is a sophisticated business entity and that in entering into this Agreement it has had the opportunity to consult with counsel of its choosing. This Agreement 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 one agreement binding on the parties, notwithstanding that both parties are not signatories to the original or the same counterpart. Nothing in this Agreement is intended or will be construed to confer on any party (other than Accenture, Team Member, and the parties entitled to indemnification) any rights, benefits or remedies of any kind, and no other party will be deemed to be a third party beneficiary.

11.2 **Modification**. This Agreement may not be modified or amended except by the mutual written agreement of the parties. If a court of competent jurisdiction or arbitral panel finds any term or provision of this Agreement to be invalid, illegal or otherwise unenforceable, such term or provision will not affect the other terms or provisions of this Agreement or this Agreement as a whole. Such term or provision will be deemed modified to the extent necessary, in the court's or panel's opinion, to render such term or provision enforceable while preserving to the fullest extent permissible, the intent and agreements of the parties set forth in this Agreement. Upon such modification, the rights and obligations of the parties will be construed and enforced in accordance with such modification.

11.3 **Notices**. Any notice or other communication provided under this Agreement will be in writing and will be effective either when delivered personally to the other party, or five (5) days following deposit of such notice or communication into the United States mail (certified mail, return receipt requested), or upon delivery by overnight delivery service (with confirmation of delivery), addressed to such party at the address set forth below. Either party may designate a different address by notice to the other given in accordance with this Agreement.

11.4 **Waiver**. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party against which it is sought to be enforced. The delay or failure by either party to exercise or enforce any of its rights under this Agreement will not constitute or be deemed a waiver of that party's right to thereafter enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right.

11.5 **Governing Law**. This Agreement will be governed by and construed in accordance with the laws of Illinois, without giving effect to conflict of law rules.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ACCENTURE, LLP	Genesys Telecommunications Laboratories, Inc
By: J. G. Martin (Authorized Signature)	By: William G. Bohland (Authorized Signature)
Name: John G. Martin (Printed or Typed)	Name: (Printed or Typed)
Title: Senior Executive	Title:
Signature	Signature
Address: 2002 Old St. Augustine Rd E-45 Tallahassee, FL 32301	Address:

Date: 7/15/10 Date: 7/15/10

EXHIBIT A

Additional Responsibilities of the Parties.

In order to establish the basis for negotiation of a Subcontract in the event Accenture is awarded the Prime Contract, the following are the anticipated responsibilities of the parties. Although this Exhibit discusses the potential framework for Project work, this Exhibit does not create a Subcontract for the Project.

1. **General.**

(a) Accenture will have the overall project management responsibility and final decision-making authority on all Project matters, including those areas under responsibility of Team Member.

(b) Team Member personnel will work as members of the Project team, with assigned tasks, deliverables and due dates. Assignments will be made by Accenture.

(c) In order to facilitate coordination, communications and project control, all Project work, including subcontracted work, will be done at the designated Accenture Project location. Exceptions will be made for those activities requiring work to be done at the Client sites and certain activities which may be done at Team Member's site with prior Accenture approval.

(d) Work status reviews, Quality Assurance reviews, and approvals of major actions in all Project related matters will be headed by Accenture, with the participation of Team Member's personnel as required. Final decision-making authority rests with Accenture.

(e) Quality Assurance procedures, the Change Control process, standards and procedures, and project planning and reporting procedures for the overall Project will be established by Accenture, in concert with Team Member and approved by the Client.

(f) Team Member will communicate only with Accenture in all matters relating to the work stated in the Subcontract. Client communication will be limited to those aspects of obtaining or confirming information for the purpose of performing the work subcontracted.

(g) Decisions related to Project performance, status, system architecture or any major issue affecting the Project, are to be discussed with Accenture prior to joint discussion with the Client.

(h) Accenture reserves the right to approve assignment of Team Member personnel to the Project and to require replacement of Team Member personnel during the Project.

2. **Areas of Responsibility of the Parties**.

2.1 **Accenture.**

The following are Accenture's anticipated responsibilities if Accenture is awarded the Prime Contract:

(a) Overall Project Management and Control, including without limitation Quality Assurance, Project Planning and Control, and Change Control functions.

(b) Final decision-making authority for all Project matters, including, without limitation, assignment of Team Member's Project personnel.

(c) Primary Client interface in all matters which could change the goals and objectives to be established in the Prime Contract.

(d) Reviewing, controlling and following up on all Project activities and milestones, and prescribing corrective measures as required, including Team Member areas of responsibility.

(e) Coordination with Team Member as required by the Project.

(f) Reporting the overall Project status and performance against plans (including Team Member work status) to the Client.

(g) Administering the Prime Contract and subcontracts.

2.2 **Team Member.**

(a) Participate with Accenture in Proposal and Proposal development activities including without limitation:

- Provide Genesys contact center software
- Provide professional services to integrate Genesys software with the proposed myBIS application for the State of Florida AWI UC Modernization Project
- Provide company background and credential information as requested for sub-contractors in the ITN
- Assure that pricing provided is within the competitive range.