506401275 12/14/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6448031

SUBMISSION TYPE:			NEW ASSIGNMENT		
NATURE OF CONVEYANCE:			ASSIGNMENT		
CONVEYING PARTY	ΔΑΤΑ				
			Name Exec		
BRANDON EUGENE HUMPERT				07/12/2013	
RECEIVING PARTY D	ΑΤΑ				
Name:	Accentur	Accenture Global Services Limited			
Street Address:	3 Grand	3 Grand Canal Plaza			
Internal Address:	Grand C	Grand Canal Street Upper			
City:	Dublin 4				
State/Country: IRELAND					
PROPERTY NUMBER			Number		
Property Type		5404			
Application Number: 15		5184	-607		
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IMPORTANT INSTRUCTIONS



SECTION I

INTELLECTUAL PROPERTY AGREEMENT

In consideration of my initial and/or continued status as an employee of Accenture and, if applicable, for additional consideration, such as a salary increase and/or promotion and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I ("I" or "me") hereby agree as follows. Throughout this agreement, "Accenture" shall refer to Accenture LLP, its parent companies, subsidiaries, affiliates and related entities.

1. CONFIDENTIAL INFORMATION

- a) "Confidential Information" shall mean all confidential, proprietary or non-public information, ideas, concepts, techniques, methods, processes, plans, strategies, know-how, materials and documents in any form or medium (including oral, written, tangible, intangible or electronic) relating to or concerning the past, current or future business, activities and operations of Accenture including without limitation (i) finances, investments, profits, pricing, costs, and accounting, (ii) products, services, sales, marketing, advertising and promotions, (iii) intellectual property (including computer software, databases, documentation, formulae, trade secrets, business methods, inventions, research and development), (iv) personnel, compensation, recruiting and training, and (v) suppliers, vendors, competitors, customers and/or clients (including client identities and details of specific engagements) of Accenture or any third party that has disclosed or provided any of the foregoing to Accenture on a confidential basis.
- b) "Confidential Information" shall not include any portions of the foregoing that I can demonstrate by sufficient evidence are (i) lawfully published in a form generally available to the public prior to any disclosure by me; or (ii) made legitimately available to me by a third party without breach of any obligation of confidence to any person; or (iii) required by law to be disclosed by me; *provided that* I must give Accenture prompt written notice of any such requirement, disclose no more information than is so required, and cooperate fully with all efforts by Accenture to obtain a protective order or similar confidentiality treatment for such information.
- c) Unless I first secure the written consent of Accenture, I shall not use, divulge, disclose, communicate, reveal, share, provide access to, transfer, copy, distribute or publish any Confidential Information at any time, either during or after my employment by Accenture, except to partners, employees or other authorized agents of Accenture, and solely to the extent I must do so to perform my assigned duties for Accenture.
- d) Upon the expiration or termination of my employment with Accenture for any reason, (i) I shall cease and not thereafter commence any and all use of any Confidential Information and Accenture Works (as defined in Section 2(a)) (and any Works confusingly or substantially similar or equivalent thereto) and (ii) at any time upon Accenture's request, I shall promptly, at Accenture's option, deliver to Accenture or destroy, delete or expunge all originals and copies of any Confidential Information in any form or medium in my possession or control (including any of the foregoing stored or located in my office, home, laptop or other computer that is not Accenture property) and shall notify and fully cooperate with Accenture regarding the delivery or destruction of any other Confidential Information of which I am aware.

2. INTELLECTUAL PROPERTY

- a) If I create, invent, design, develop, contribute to or improve any works of authorship, inventions, intellectual property, materials, documents or other work product (including without limitation software, code, databases, systems, applications, presentations, reports, research, textual works, content, artwork, graphics or audiovisual materials) ("Works"), or have already done so, either alone or in conjunction with third parties, at any time during my employment by Accenture and within the scope of such employment and/or with the use of any Accenture resources ("Accenture Works"), I shall promptly and fully disclose such Accenture Works to Accenture and hereby irrevocably assign, transfer and convey, to the extent permitted by applicable law, all rights and intellectual property rights therein (including rights under patent, copyright, trademark, trade secret, unfair competition and related laws) to Accenture or such other entity as Accenture shall designate, to the extent ownership of any such rights does not vest originally in Accenture.
- b) The assignment in Section 2(a) shall be deemed to incorporate by reference the relevant provisions of any state statutes concerning assignments of employee intellectual property, including without limitation the statutes listed on the Attached Exhibit B, as amended from time to time by Accenture, consistent with the current state of the law.
- c) If I have created, invented, designed, developed, contributed to or improved any Works prior to my employment by Accenture that are relevant to or implicated by such employment ("Prior Works"), I have disclosed same on Exhibit A. I agree that I will not incorporate any portion of such Prior Works into any work or development I may undertake during my employment at Accenture. But if I should use or incorporate any such Prior Works in any work or development during my employment at Accenture, I hereby grant Accenture (or its designee) a perpetual, non-exclusive, royalty-free, worldwide, assignable, sublicensable license under all rights and intellectual property rights (including rights under patent, copyright, trademark, trade secret, unfair competition and related laws) in any such Prior Works for all purposes in connection with Accenture's current and future business. I shall have the burden of proving that any Works created, invented, designed, developed, contributed to or improved by me that are implicated by or relevant to my employment by Accenture are not Accenture Works.
- d) I agree to maintain any type or form of records, execute any further documents and take any further actions requested by Accenture to assist it in validating, effectuating, maintaining, protecting, enforcing, perfecting, recording, patenting or registering any of its rights hereunder. If I am unable to execute a document or take any action for any reason, I irrevocably designate and appoint Accenture and each of its duly authorized agents or designees as my agent and attorney-in-fact, to act in my behalf in all applicable instances, including in any government authorities or agencies.

3. COMPLIANCE

- a) Except as set forth on Exhibit A and provided to Accenture, (i) no agreements, commitments or other understandings of any kind (including any with former employers) will affect my ability to comply with the terms and conditions of this Agreement or to perform my assigned duties for Accenture, and (ii) I have no rights in any Prior Works as of the date hereof.
- b) I shall not improperly use for the benefit of, bring to any premises of, divulge, disclose, communicate, reveal, transfer or provide access to, or share with Accenture any confidential, proprietary or non-public information relating to a former employer or other third party without the prior written permission of such third party. I hereby indemnify, hold harmless and agree to defend Accenture and its affiliates, officers, directors, partners, employees, agents and representatives from any breach of the foregoing covenant. Lagree that Accenture may present a copy of this Agreement to any of my subsequent employers or prospective employers.
- c) I shall comply with all relevant policies and guidelines of Accenture, including those contained in the Accenture policies database, regarding the protection of Confidential Information and intellectual property. I acknowledge that Accenture may amend any such policies and guidelines from time to time, and that I remain at all times bound by their most current version.

4. MISCELLANEOUS



- b) I agree that any material breach by me of this Agreement will irrepatably harm the business of Accenture, for which Accenture shall not have an adequate remedy at law. Therefore, in such event, Accenture may obtain all appropriate relief from any court of competent jurisdiction, without the posting of bond or other security, in addition to whatever other remedies it may have.
- c) If any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, such provision shall not affect any other provision of this Agreement, and the remainder of this Agreement shall continue in full force and effect as though such provision had not been contained herein. If the scope of any provision in this Agreement is held or declared to be too broad to permit its full enforcement. I consent to judicial modification of such provision and enforcement to the maximum extent permitted by law.

d)

- e) This Agreement contains the entire agreement between Accenture and me with respect to the subject matter hereof and supersedes any previous understandings or agreements, whether written or oral, regarding same. Notwithstanding the foregoing, if I have previously entered into any written agreements with Accenture relating to the disclosure of Confidential Information or the ownership of intellectual property, I agree that such agreements shall remain in full force and effect; *provided that* in the event of any conflict between the terms of this Agreement and those of any such previous agreements, the terms of this Agreement shall control.
- f) This Agreement shall survive and be fully enforceable by Accenture after the expiration or termination of my employment for any reason.
- g) The failure of either Accenture or me at any time to require performance of any provision of this Agreement shall in no manner affect its or my right at a later time to enforce same. No waiver by Accenture or me of the breach of any term of this Agreement, whether by conduct or otherwise, shall be deemed to be or construed as a further or continuing waiver of any such breach or the breach of any other term of this Agreement
- h) I REPRESENT AND WARRANT THAT: (I) I HAVE READ AND UNDERSTOOD THIS AGREEMENT; (II) I HAVE ENTERED INTO THIS AGREEMENT FREELY AND VOLUNTARILY AND BASED ON MY OWN JUDGMENT AND NOT ON ANY STATEMENTS, REPRESENTATIONS OR PROMISES OTHER THAN THOSE CONTAINED IN THIS AGREEMENT; AND (III) I HAVE BEEN GIVEN A COPY OF THIS AGREEMENT.

* * *

IN WITNESS WHEREOF, and, intending to be legally bound hereby, I have executed this Agreement this

date <u>7/12/13.</u>

Month/Day/Year

EMPLOYEE:

Brandon Eugene Humpert Type Full Legal Name

By typing my legal name in the above, I acknowledge and agree: (1) that I have read, understand and agree to the foregoing Intellectual Property Agreement (2) that I have not altered the document by any means, (3) to submit this document electronically, and that my submission of this electronic response constitutes my electronic signature, and (4) to the electronic storage and use of this document by Accenture.

ACCEPTED:

ACCENTURE LLP

Lisa M. Clements North America Recruitment Director

USE THIS SECTION TO DISCLOSE "PRIOR WORKS" AS INSTRUCTED IN PARAGRAPH 3 UNDER INTELLECTUAL PROPERTY.

EXHIBIT A

Third Party Agreements and Prior Works

EXHIBIT B TO INTELLECTUAL PROPERTY AGREEMENT

EMPLOYEE INVENTION ACTS

CALIFORNIA

Pursuant to Section 2870 of the California Labor Code, the requirements set forth in Section 2(a) of this Agreement shall not apply to an invention that I developed entirely on my own time without using Accenture's equipment, supplies, facilities, or trade secret information except for those inventions that either: (i) relate at the time of conception or reduction to practice of the invention to Accenture's business, or actual or demonstrably anticipated research or development of Accenture; or (ii) result from any work performed by me for Accenture.

DELAWARE

Pursuant to Title 19, Section 805 of the Delaware Code, the requirements set forth in Section 2(a) of this Agreement shall not apply to an invention that I developed entirely on my own time without using Accenture's equipment, supplies, facility or trade secret information, except for those inventions that: (i) relate to Accenture's business or actual or demonstrably anticipated research or development, or (ii) result from any work performed by me for Accenture.

ILLINOIS

Pursuant to the Illinois Employee Patent Act, the requirements set forth in Section 2(a) of this Agreement shall not apply to an invention for which no equipment, supplies, facilities, or trade secret information of Accenture was used and which was developed entirely on my own time, unless: (i) the invention relates (a) to the business of Accenture, or (b) to Accenture's actual or demonstrably anticipated research or development; or (ii) the invention results from any work performed by me for Accenture.

KANSAS

Pursuant to Section 44-130 of the Kansas Statutes, the requirements set forth in Section 2(a) of this Agreement shall not apply to an invention for which no equipment, supplies, facilities or trade secret information of Accenture was used and which was developed entirely on my own time, unless: (i) the invention relates to the business of Accenture or to Accenture's actual or demonstrably anticipated research or development; or (ii) the invention results from any work performed by me for Accenture.

MINNESOTA

Pursuant to Section 181.78 of the Minnesota Statutes, the requirements set forth in Section 2(a) of this Agreement shall not apply to an invention for which no equipment, supplies, facility or trade secret information of Accenture was used and which was developed entirely on my own time, and (i) which does not relate (a) directly to the business of Accenture or (b) to Accenture's actual or demonstrably anticipated research or development, or (2) which does not result from any work performed by me for Accenture.

NORTH CAROLINA

Pursuant to Section 66-57.1 of the General Statutes of North Carolina, the requirement set forth in Section 2(a) of this Agreement shall not apply to an invention that I developed entirely on my own time without using Accenture's equipment, supplies, facility or trade secret information except for those inventions that: (i) relate to Accenture's business or actual or demonstrably anticipated research or development, or (ii) result from any work performed by me for Accenture.

<u>UTAH</u>

Pursuant to the Utah Employee Inventions Act, the requirements set forth in Section 2(a) shall not apply to any right or intellectual property in or to an invention that is: (i) created by me entirely on my own time; and (ii) not an employment invention.

The term "employment invention" shall mean any invention or part thereof conceived, developed, reduced to practice, or created by me which is:

- a) conceived, developed, reduced to practice, or created by me:
 - i. within the scope of my employment;
 - ii. on Accenture's time; or
 - iii. with the aid, assistance, or use of any of Accenture's property, equipment, facilities, supplies, resources, or intellectual property;
- b) the result of any work, services, or duties performed by me for Accenture;
- c) related to the industry or trade Accenture; or
- d) related to the current or demonstrably anticipated business, research, or development of Accenture.

The term "intellectual property" means any and all patents, trade secrets, know-how, technology, confidential information, ideas, copyrights, trademarks, and service marks and any and all rights, applications, and registrations relating to them.

WASHINGTON

Pursuant to Section 49.44.140 of the Washington Code, the requirements set forth in Section 2(a) of this Agreement shall not apply to an invention for which no equipment, supplies, facilities, or trade secret information of Accenture was used and which was developed entirely on my own time, unless: (i) the invention relates (a) directly to the business of Accenture, or (b) to Accenture's actual or demonstrably anticipated research or development, or (ii) the invention results from any work performed by me for Accenture.

SECTION II

CONDITIONS OF EMPLOYMENT



I. For residents of all U.S. states except California and Virginia:



II. For residents of California:





III. For residents of Virginia:



IV. For residents of all U.S. states:

Upon your release or resignation, you agree not to release, retain, copy, or utilize any confidential, privileged, or proprietary information or property of Accenture or its clients. All discoveries,

inventions, or techniques developed in the course of your employment with Accenture belong to Accenture and will be disclosed and assigned to it by you.

As used in this document, "Accenture" refers to all Accenture entities, including Accenture Plc, Accenture LLP, Accenture Federal Services, as well as any affiliates, parent companies, subsidiaries, successors or assigns to any Accenture entity.



Acknowledged:

Brandon Eugene Humpert Type Full Legal Name 7/12/13 Month/Day/Year

By typing my legal name in the above, I acknowledge and agree: (1) that I have read, understand and agree to the foregoing Conditions of Employment, (2) that I have not altered the document by any means, (3) to submit this document electronically, and that my submission of this electronic response constitutes my electronic signature, and (4) to the electronic storage and use of this document by Accenture.