

AMENDMENT NO. 1 TO AGREEMENT AND RELEASE

This Amendment to the December 21, 2007 Agreement and Release is made as of February 28, 2008 ("Amendment Effective Date") by and between Accenture LLP ("Accenture") and the State of Wisconsin, for its Government Accountability Board ("GAB"), state agencies, and local jurisdictions (collectively, the "Parties"). Pursuant to Section 10 of the December 21, 2007 Agreement and Release (the "Agreement"), the Parties agree to amend the Agreement as follows:

1. As of the Amendment Effective Date, Accenture conveys to the GAB a perpetual, nontransferable, non-exclusive, paid-up right and license to use, copy, modify, and prepare derivative works of the Build Scripts for purposes of GAB's business use relating exclusively to the operation and maintenance of the SVRS. As used herein, the term "Build Scripts" means the custom utility written and created by Accenture for purposes of automating the compilation of code releases for the AESM Software. The Build Scripts may only be used by the GAB for the sole and exclusive purpose of maintaining, using and operating the SVRS in the State of Wisconsin, and not for the benefit of any third party or any other purposes. Accenture retains all other intellectual property rights in the Build Scripts. As between Accenture and the GAB, the GAB will retain all intellectual property rights in any derivative works of the Build Scripts created by the GAB or its agents after the Amendment Effective Date.

2. To the extent that the Build Scripts contain Confidential Information, it shall be subject to Paragraph 6 of the Agreement. The GAB may permit a third-party contractor to have access to the Build Scripts to exercise the GAB's license rights set forth in Paragraph 1 above; provided, however, that such third-party contractor must agree in writing to confidentiality provisions no less restrictive than the provisions set forth in Paragraph 6 of the Agreement.

3. The Build Scripts shall be delivered to GAB on or before March 6, 2008. After March 6, 2008, Accenture shall have no further responsibility for the maintenance and/ or support of the Build Scripts.

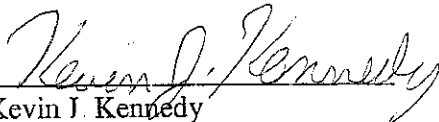
4. THE BUILD SCRIPTS ARE PROVIDED "AS IS" WITH NO WARRANTY OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.


5 All of the terms of the Agreement shall be applicable to the licensing and delivery of the Build Scripts, as if those terms were fully set forth herein.

6 Each person signing this Amendment covenants, warrants and represents that s/he is authorized to execute this Agreement on behalf of the Party for which s/he signs and that all necessary board or other approvals have been obtained in connection herewith.

Wisconsin Government Accountability Board
For the State of Wisconsin

Accenture LLP


Kevin J. Kennedy
Legal Counsel
Government Accountability Board


Steven R. Shane
Managing Director
Accenture LLP

3/5/08
Date

3/2/08
Date