Reference Agreement No.:   Exhibit Identifier:

Additional Terms and Conditions

The terms and conditions described in this Exhibit apply to your participation in the IBM Innovation Center, Dallas **Remote Development Program for SUSE Linux Enterprise Server 12 for System z** as further described below.   This Exhibit amends or modifies the terms of the Reference Agreement.

A: "Code" and "Documentation" will include generally available environments and selected documentation of the following products:

- SUSE Linux Enterprise Server 12 for System z ("Product")

You will be provided access to the Code as described in section 3.1.1 of the Reference Agreement.   The following terms are added under section 3.1.1:

3.1.1.1   IBM shall provide you with access via suitable connectivity option to an IBM processor in order to establish remote access testing on the software test environment specified in item "A" above.

B: Sections 2.2 and 2.3 under "Definitions" are deleted and replaced with:

2.2   "Code" shall refer to SUSE Linux Enterprise Server 12 for System z manufactured by Novell, Inc., product updates thereto, IBM code and the related data and Documentation while accessing the IBM mainframe and the IBM system environments from the IBM Center.

2.3   "Documentation" shall refer only to IBM Product Publications or other descriptive materials pertaining to generally available versions of IBM code and other related program products required in connection with this Agreement as determined by IBM.

C: Section 4.2 under "Your Responsibilities" is amended to include:

4.2.8   Provide IBM with a single development focal point.

4.2.9   You will maintain contol of the IBM system on which your Software and IBM Code is available for access.   IBM will provide you with instructions for rendering the IBM System inactive when the IBM system is not in use.   You will make the IBM System inactive when it is not in use.

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Reference Agreement No.:   Exhibit Identifier :

D Section 5.2 under "Your Responsibilities" is amended to include:

5.2.7 "Take appropriate actions to ensure the protection of your Software and any related information. IBM will provide you with an initial directory and has access to it, and no permissions for group or other are granted. You shall be responsible for the maintenance of this protection for your Software or related information during your Remote Development engagement."

E: Section 6.1 of the agreement under "Payment to IBM" is amended to include the following:

IBM will provide you with the following access and services for a charge of **$550** per calendar month of participation in the Remote Development Program for SUSE Linux Enterprise Server 12 for System z.

- **1** SUSE Linux Enterprise Server 12 for System z virtual guest system running under IBM z/VM. The virtual guest system will be configured with 10GB of user disk and a minimum of 1GB of memory.

- A minimum of **1** z/VM User ID from which to perform virtual guest system related activities.

- **1** Linux user ID with 'Root' authority on the SUSE Linux Enterprise Server 12 for System z Remote Development Program virtual guest system.

- Usage of up to 30 work units per month, where a work unit is the equivalent of one (1) real non-dedicated hour of total processor time on an IBM 2003-225 processor as recorded in the VM accounting records. Additional work unit usage in excess of 30 each month will be charged at the rate of $22 per work unit up to a maximum work unit usage charge of $12,000 in a single billing period.

- Technical and operational support for Code as determined by IBM

The above charges will apply for the term of this Exhibit unless IBM sends you written notice of a price change. IBM will send such written notice at least thirty (30) days in advance of the date that the price change becomes effective and the notice will include the effective date of the price change. After the price change you are obligated to pay the new price beginning on the effective date.

Any payments shall be made in accordance with the Reference Agreement, and such payments are non-refundable. The initial billing period for the Remote Development Program for SUSE Linux Enterprise Server 12 for System z begins when the login information is provided to you and ends on the last day of the calendar month. Subsequent monthly billing periods will always end on the last day of each calendar month.

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Reference Agreement No.:   Exhibit Identifier :

F: The following terms are added under Section 7.0 "Information":

7.4 The parties agree to comply and to reasonably assist the other in complying with applicable government export and import laws and regulations. Further, each party agrees that unless authorized by applicable government license or regulation, including but not limited to U.S. authorization, both parties will not directly or indirectly export or reexport, at any time, any technology, software and/or commodities furnished or developed under this or any other, Agreement between the parties, or its direct product, to any prohibited country (including release of technology, software and/or commodities to nationals, wherever they may be located, of any prohibited country) as specified in applicable export, embargo, and sanctions regulations. You also agree to comply with U.S. prohibitions on delivery of technology, software and/or commodities and providing services to certain end users and for certain end uses including, but not limited to, the following end uses/end users: nuclear facilities, space or missile, and weapons systems (including chemical and biological).

Further, you understand and acknowledge that IBM may use its global resources, including but not limited to the use of non-U.S. nationals and/or hosting of data in non-U.S. countries for delivery of Services under this agreement.

You warrant that none of your Software (including data) exported to, or otherwise accessible by, IBM under this Agreement is controlled as a defense article under the U.S. International Traffic in Arms Regulation (ITAR) or under any other country s laws or regulations. You further warrant that none of your Software (including data) exported to or otherwise accessible by IBM under this Agreement requires an export license.

This section will survive after termination or expiration of this Agreement and will remain in effect until fulfilled.

7.5 You agree not to place or allow any content within the engagement that require or impose any legal or regulatory compliance by IBM.

G: The second sentence under Section 8.0 under "Rights" is hereby replaced with:

IBM will not access or copy your Software, except for weekly backup. If you do not want to participate in the weekly backup cycle, please notify us and we will remove your company from the weekly backup cycle. You and IBM acknowledge and agree that, by entering into this Agreement and participating in the Remote Development Program for SUSE Linux Enterprise Server 12 for System z, you are not disclosing any of your confidential information or trade secrets to IBM or any third party, and that IBM has not accepted and is not accepting any of your confidential information or trade secrets.

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Reference Agreement No.:   Exhibit Identifier :

H: Section 10.0 entitled "Warranty" is amended to include:

The Linux and other source Program(s) that were packaged with, or preloaded on, the IBM computer system you are accessing are distributed by Red Hat, Inc., Novell Incorporated, or other distributors of open source Programs.   IBM is not a distributor of Linux or other open source Programs, but is merely a conduit through which these companies distribute open source Programs.   Linux and other open source Programs are licensed to you by their distributor.   You receive no express or implied patent or other license from IBM with respect to Linux and other open source Programs.

I: Section 11.0 entitled "Term and Termination" is amended to include:

Once signed by both parties, this Exhibit shall remain in effect until terminated.   This Exhibit will terminate on the earlier of: (i) March 31, 2019 (ii) Termination of this Exhibit by either party with thirty (30) days prior written notice to the other party; or (iii) Termination of the Reference Agreement.

J: Section 12.1 entitled "Notices" is amended to include:

Either party may use e-mail as a means of delivering notices to the other party.

IBM Contract Coordinator: etpadmin@us.ibm.com

Except as modified here, all provisions of Reference Agreement with the Reference Agreement number noted above shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives as of the last date set forth below. Once signed, any reproduction of this Agreement or an Exhibit, made by reliable means (for example, digital image, photocopy or facsimile) is considered an original.

Company: _____   **International Business Machines Corporation**

ACCEPTED AND AGREED TO: ACCEPTED AND AGREED TO:

By: _____   **By:** _____
       Signature   *Signature*

_____   _____
Name (Type or Print)   *Name (Type or Print)*

_____   _____
Title   *Title*

_____   _____

_____   _____
Date   *Date*