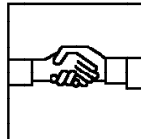


VENDOR ACCESS AGREEMENT



October 18, 2013

Agreement Number: _____ - _____

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Prepared for
International Business Machines Corporation
1177 S Belt Line Road, Coppell, TX 75019

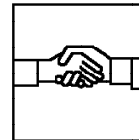
-

and

-

Company Name and Address:

Contract Coordinator: IBM Innovation Center, Dallas



VENDOR ACCESS AGREEMENT

Date of Agreement: September 3, 2009

This is a Vendor Access Agreement (Agreement) between International Business Machines Corporation ("IBM") and

_____ with an address noted below and for the purposes of this Agreement ("you").

You and IBM hereby agree as follows:

1.0 SCOPE AND STRUCTURE

Under this Agreement IBM shall provide you with assistance so that you may enable your software products to operate on certain IBM systems. This Agreement establishes the basic terms and conditions applicable to this relationship. Under this Agreement, Exhibits will be issued to more thoroughly describe the relationship, and add additional terms and conditions as applicable. Said Exhibits will require the signature of both parties.

2.0 DEFINITIONS

The following definitions shall apply for purposes of this Agreement:

2.1 "Software" shall refer to your software products, their related data, documentation and other copyrightable materials, and derivative works and enhancements to them.

2.2 "Code" shall refer to pre-announce and/or pre-general availability versions of IBM code and other related program products required in connection with this Agreement as determined by IBM.

2.3 "Documentation" shall refer to IBM Product Publications or other descriptive materials pertaining to pre-announce and/or pre-general availability versions of IBM code and other related program products required in connection with this Agreement as determined by IBM.

Your Software, IBM's Code and IBM's Documentation, shall be identified in Exhibits to be issued from time to time by IBM under this Agreement.

3.0 TYPES OF ACCESS

The access to be provided by IBM under this Agreement, at IBM's discretion, may include either one or more of the following, as provided in Exhibits to be issued under this Agreement. You shall use the access provided by IBM solely to enable your Software to operate on IBM systems incorporating the Code and to verify that such Software operates on IBM systems with the Code. The types of access which may be provided to you by IBM include:

3.1 Code Access to Code, to be made available in accordance with the terms and conditions of Exhibits to be issued under this Agreement, via one or more of the following methods:

- 3.1.1 Remote access via the network.
- 3.1.2 On-site access at an IBM facility.
- 3.1.3 Your receipt from IBM of tangible Code.

3.2 Documentation Documentation, to be made available in accordance with the terms and conditions of Exhibits to be issued under this Agreement.

4.0 RESPONSIBILITIES - CODE

The terms and conditions of this Section apply when you access Code under this Agreement via any method (i.e., via remote access and/or on-site access, and/or receipt of tangible Code):

4.1 IBM'S Responsibilities

IBM shall:

- 4.1.1 In the case of remote access to Code, provide you access to shared CPU time on an IBM processor for the payment specified in the applicable Exhibit to this Agreement.
- 4.1.2 In the case of remote access support, provide you with setup instructions for the communication procedures.
- 4.1.3 In the case of remote access support, provide a single focal point for analysis of problems pertaining to the network.
- 4.1.4 Provide you, when IBM deems it appropriate, access to selected portions of the Code in tangible form for use solely in connection with this Agreement.
- 4.1.5 Provide you a single point of contact for questions and support related to the IBM Code.

4.2 Your Responsibilities

IBM is licensing, not selling the Code to you. IBM is retaining title to the Code. The following are the terms and conditions under which IBM licenses you to use the Code. Therefore, you shall:

4.2.1 In the case of remote access support, be responsible for the appropriate workstation hardware, software, modem, common telephone line and host connection charges, if applicable, necessary to connect to the nearest network communications node. In addition, you shall not reverse assemble, reverse compile or copy the Code in whole or part.

4.2.2 Use the Code solely for the purposes of enabling your Software to operate on IBM systems incorporating the Code, and verifying that such Software operates on IBM systems with the Code, and be responsible for the product administration, data base migration and any system customization required.

4.2.3 Ensure that you do not make available to third parties your Software based on IBM systems incorporating the Code, until IBM makes the Code generally available, except for customers identified by IBM as participants in the IBM Early Ship Program.

4.2.4 Ensure that you do not download or in any way attempt to obtain access to Code provided by IBM, other than as granted under the applicable Exhibit, without IBM's prior written permission.

4.2.5 Ensure that Code made available to you in tangible form shall be used by you only at your facility, will be used only for the purposes of this Agreement, and shall be disclosed to and used only by those of your employees with a need to know as described in the Section of this Agreement entitled "INFORMATION". Your receipt of such tangible Code shall be subject to the terms, conditions and security requirements of the applicable Exhibit to be issued to you under this Agreement and signed by you and IBM. In addition, you shall not reverse assemble, reverse compile or copy such tangible Code in whole or part.

4.2.6 Take appropriate action by instruction, agreement or otherwise to ensure, prior to their initial access to the Code, that your employees abide by the terms of this Agreement.

4.2.7 Return to IBM or certify to IBM in writing the destruction of all Code in your possession within thirty (30) days of IBM's notice of general availability of the Code, unless otherwise directed by IBM in 1) the Exhibit applicable to the Code, or 2) other written documentation from IBM.

5.0 RESPONSIBILITIES - DOCUMENTATION

The following terms and conditions apply when you receive Documentation under this Agreement:

5.1 IBM'S Responsibilities

IBM shall:

5.1.1 Provide Documentation to you in tangible form.

5.1.2 Provide a single point of contact for technical support during the normal business hours of IBM's Innovation Center, Dallas (IBM Innovation Center, Dallas). These hours are Monday thru Friday from 8am to 5pm Central Time.

5.2 Your Responsibilities

You shall:

5.2.1 Register with the IBM Innovation Center, Dallas for distribution of Documentation under this Agreement.

5.2.2 Use the Documentation solely for the purposes of enabling your Software to operate on IBM systems incorporating the Code, and verifying that such Software operates on IBM systems with the Code.

5.2.3 Ensure that Documentation made available to you in tangible form shall be used by you only at your facility, will be used only for the purposes of this Agreement and shall be disclosed to and used only by those of your employees with a need to know.

5.2.4 Copy information from the Documentation solely for your own use when required for enabling your Software to operate on IBM systems incorporating the Code as provided under this Agreement. You are not permitted to distribute the material contained in the Documentation in source form. Except as indicated above, no part of this Documentation may be reproduced in any form or by any means including storing in a data processing machine without IBM's prior written permission.

5.2.5 Take appropriate action by instruction, agreement or otherwise to ensure, prior to their initial access to Documentation, that your employees abide by the terms of this Agreement.

5.2.6 Return to IBM or certify to IBM in writing the destruction of all Documentation in your possession upon expiration or termination of this Agreement, unless otherwise directed by IBM in writing.

6.0 PAYMENT TO IBM

6.1 Specific payment terms shall be stated in the Exhibits to be issued under this Agreement by IBM.

6.2 Any payments owing to IBM will be due within thirty (30) days after your receipt of IBM's invoice, and will be mailed to the IBM Corporation at the address stated on the invoice.

7.0 INFORMATION

7.1 Unless expressly provided for in a separate written IBM Agreement for Exchange of Confidential Information signed by both you and IBM, you will not provide IBM with any information, including that incorporated in the Software, that is confidential to you or any third party. Any notice, legend, or label

to the contrary contained in the Software or with any information provided by you to IBM will be without effect.

7.2 The Code and Documentation which will be disclosed to you (either through your receipt of tangible Code and Documentation, or access to such via remote connection or on-site use at an IBM facility) shall be considered IBM Confidential Information until its general availability, and as such, the terms and conditions of the applicable IBM Confidential Disclosure Agreement or other non-disclosure agreement (either agreement being referred to herein as a "CDA") together with the applicable Supplement(s) to the CDA signed by you and IBM, shall apply to such IBM Confidential Information. After its general availability, such Code and Documentation will be covered by IBM's then applicable license terms and conditions as stated in the IBM Customer Agreement, unless other IBM license terms and conditions apply at that time, in which case IBM will provide you with such license terms and conditions upon your request.

7.3 You agree not to disclose the existence and terms of this Agreement to any third party without IBM's prior written consent.

8.0 RIGHTS

Except as may be expressly provided in an Exhibit signed by both you and IBM, this Agreement does not grant IBM a license to any of your copyrights in the Software. IBM will not access or copy your Software, except to provide system back-up or render technical assistance to you.

This Agreement does not grant you a license, except for the limited license provided to you under Section 4.2 of this Agreement, to any of IBM's copyrights, patents or other intellectual property rights in the Code, Documentation or any other materials provided to you by IBM hereunder.

9.0 INDEMNIFICATION

You agree to fully indemnify, defend, and hold IBM harmless against 1) any claim that the Software, or any preexisting work from which the Software is prepared, infringes any intellectual property right of any third party or 2) any other claims arising from the Software.

10.0 WARRANTY

Neither party makes any warranty in connection with this Agreement. IBM does not represent or commit that any Code provided under this Agreement or future IBM announcements or products related to this effort, including interface data related to a product, will be made available. Any planned or

existing IBM products or announcements are subject to change without notice.

For Code and Documentation which is not generally available, both the Code and Documentation may be changed by IBM prior to general availability, and as such may not now be at the level of performance or capability of generally available IBM products. IBM does not warrant or guarantee that operability of your Software with the Code and Documentation can or will be maintained with any generally available versions of these programs and documentation. Nothing in this Agreement shall be construed as an obligation, guarantee or commitment by IBM that any product that incorporates or is based on the Code and Documentation shall be made generally available and marketed by IBM, or that any marketing effort will be productive at any level of sales.

All information, materials, and services furnished by either party under this Agreement will be on an "AS IS" basis. **THE PARTIES EXPRESSLY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

11.0 TERM AND TERMINATION

This Agreement shall become effective on the date first written above and shall expire when terminated in accordance with this Section. Either party may terminate this Agreement at any time with thirty (30) days prior written notice. IBM may immediately terminate this Agreement and/or deny you access to Code if IBM believes, in its sole discretion, you are violating the terms of this Agreement. Within thirty (30) days of termination of this Agreement by either party, you shall pay IBM all amounts, if any, owing to IBM hereunder. Upon termination or expiration of this Agreement, you shall return to IBM or certify to IBM in writing the destruction of all Code and Documentation in your possession, unless otherwise directed by IBM in writing. The Sections entitled "INFORMATION," "RIGHTS," "INDEMNIFICATION," "WARRANTY," and "GENERAL" will survive beyond the termination or expiration of this Agreement.

12.0 GENERAL

12.1 Notices Any notice required or permitted under this Agreement will be sent to the applicable Coordinator at the address specified below:

IBM Contract Coordinator:

IBM Corporation, Mail Room
1177 South Belt Line Rd.
Coppell, TX 75019
Attention: ETP Administrator

Phone Number: (800)426-9990
Fax: (845) 491-5885

Your Contract Coordinator:

Attention: _____

Phone Number: (____) ____ - _____

Either party may change their Contract Coordinator upon written notice to the other party.

12.2 Resource Availability IBM will attempt to accommodate your support requirements under this Agreement. However, IBM does not guarantee resources will remain available throughout the term of this Agreement. If required by resource constraints, priority for support shall be given to vendors based upon the date of request for support. Therefore, in the event of a constrained resource situation, your request for support under this Agreement will be prioritized based upon the date your request is received by IBM.

12.3 Limitations Except for claims arising under the Section entitled "INDEMNIFICATION," neither party will be liable to each other for any lost profits, lost savings, incidental or other consequential damages, even if advised of the possibility of such damages. In no event will IBM be liable to you for direct damages in excess of ten thousand dollars (\$10,000), including damages related to network services provided in accordance with the terms of this Agreement.

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

AGREED TO:

Company Name: _____

By:

Print Name

Title

Date

12.4 Freedom of Action This Agreement will not restrict either party from developing, acquiring, and marketing products, services, and materials that are competitive with the Software or other products, irrespective of any similarities that may exist.

12.5 Trademarks This Agreement does not grant you any right to use IBM's trademarks, trade names or service marks in connection with any of your products, services, or publications. However, you may represent that your Software operates with certain IBM systems and Code so long as the reference is accurate and not misleading, and provided you reviewed with IBM the wording of such statement and received IBM's prior written approval.

12.6 Expenses Except as may be expressly provided in an Exhibit, each party will bear its own expenses in connection with the Agreement and the activities hereunder.

12.7 Assignment This Agreement is not assignable without the prior written consent of the other party, except that IBM may at its option assign this Agreement to IBM subsidiaries.

12.8 Governing Law New York laws govern the terms of this Agreement.

12.9 Entire Agreement This Vendor Access Agreement, its Exhibits, the referenced CDA together with the applicable CDA Supplement(s) signed by you and IBM (if applicable), are the complete and exclusive agreement between the parties relating to the subject matter. In the event of a conflict, the following order of precedence will govern: 1) the Exhibits; 2) this Vendor Access Agreement; and 3) the referenced CDA together with the applicable CDA Supplement(s) signed by you and IBM (if applicable).

AGREED TO:

International Business Machines Corporation

By:

Print Name

Title

Date