International Business Machines Corporation
Innovation Center, Dallas

Don Beville
M/S 30-01-L104
13800 Diplomat Drive
Dallas, TX 75234

March 30, 2010

Dear Solution Developer,

The Innovation Center, Dallas is pleased to extend to you an invitation to participate in the **Dedicated Fixed Monthly Cost Advanced z/VM 5.3**. The Dedicated Fixed Monthly Cost Advanced z/VM 5.3 is now available for registration to access remote environments.

**Enclosed you will find the following materials for the IBM Dedicated Fixed Monthly Cost Advanced z/VM 5.3:** .

- Program Description
- Dedicated Fixed Monthly Cost Advanced z/VM 5.3 Registration Form
- Exhibit 259A to the VAA for the Dedicated Fixed Monthly Cost Advanced z/VM 5.3
- A copy of the Innovation Center, Dallas Vendor Access Agreement (VAA). *Note:* If you have previously signed a VAA with the Innovation Center, Dallas, it is not necessary to return another signed VAA.
- Program Addition Order form

Please examine the enclosures and, if you choose to participate in this program, complete the Program Registration form, sign the Exhibit 259A to the VAA, the VAA (if not previously signed), and complete the Program Addition Order Form (optional). Please return the documents to IBM as shown below using postal service or fax.

Mail Address: Innovation Center, Dallas
Attn: ETP Administrator
M/S 30-01-L104
13800 Diplomat Drive
Dallas, TX 75234
USA

Fax: +1 (845) 491-5885

After we receive your signed registration form and contracts, we will send you an original set of completed contracts and e-mail the corresponding program documentation. If you have any additional questions, please contact the IBM Innovation Center, Dallas ETP Administrator by e-mail at **etpadmin@us.ibm.com**.

We look forward to your participation in this exciting and productive program.

Sincerely,

Don Beville
Manager, System z Technical Support

Enclosures

Program Description - z/VM 5.3 Remote Development Program

Program Intent

The Dedicated Fixed Monthly Cost Advanced z/VM 5.3 Remote Development Program is intended solely for testing solution provider developed software in a z/VM 5.3 environment. Remote Development Programs (RDPs) allow eligible IBM PartnerWorld members the opportunity to test their software in a new environment thus supplementing porting, migration or regression test efforts.

Program Implementation

Technical Support.

The IBM Dedicated Fixed Monthly Cost Advanced z/VM 5.3 Remote Development Program is conducted by the Innovation Center, Dallas located in Dallas Texas. The Innovation Center, Dallas provides comprehensive support for this offering worldwide via electronic means.

Developer system programming and operations staff should expect to provide basic skills in the following areas in order to successfully use this program: z/VM 5.3 operating system operations, system administration, security administration, and debug.

Remote Access Option

The product(s) are made available, along with other software, on IBM mainframe processors which are accessible from the internet throughout the world. Solution developers use their established internet connections to access the remote center in order to run the provided systems[1].

Participating solution developers are provided with sufficient resources to perform remote testing of developer software[2]. Each developer is furnished with a remote z/VM 5.3 operating system operating as a second level guest system under z/VM. This provides maximum flexibility for testing new code and allows complete user control of an entire virtual system, including console operations[3], unrestricted accessibility to object code and all required system authorizations (system key, supervisor state, etc.). Any tapes the developers wish to install and test in the provided environment may be sent to the Innovation Center, Dallas for tape mount requests and temporary storage during the program.

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[1] Developers provide all necessary hardware and software, including IBM Personal Communications or a compatible SSL TN3270 emulation client, and pay carrier charges to connect their equipment to the Internet Service Provider of their choice.

[2] See "Program Environment for Remote Access Option" on page 2 of this document for details of the testing environment.

[3] Users accessing this environment are expected to have the necessary operator skills required for console operations; a basic level of documented instruction is provided with the program.

Program Environment for Remote Access Option

CPU: IBM System z Processor

OPERATING MODE: z/VM 5.3 *(2nd level guest system under z/VM)*

DASD: Approx. 10 Gigabytes of free space for developer's product

TAPE: 3590

Note: If resources in addition to those listed here or on the included Program Addition Order Form are required (e.g.additional IBM products), the request for those resources should be made in writing, when possible, *prior* to or in conjunction with the return of the signed Dedicated Fixed Monthly Cost Advanced z/VM 5.3 agreement stating the reason for the request. This will enable the Innovation Center, Dallas to give full consideration and quicker response as to whether the required configuration can be made available.

Program Security

The protection of confidential and proprietary information is of the utmost importance to IBM and the Innovation Center, Dallas. The Remote Development Program has been certified by IBM Corporate Headquarters as an Inter-Enterprise System Connection (IESC) environment, which provides extensive security for isolation of solution developers and proprietary software products.

If you have any question on security, please contact the IBM Innovation Center, Dallas immediately.

Program Agreement

Program Agreement for Developers in the U.S. or Canada

The Vendor Access Agreement (VAA) describes the terms and conditions for Innovation Center, Dallas test programs. The VAA will be signed once and remains active until either party terminates per the agreement.

An Exhibit to the VAA will be presented for agreement for each product specific test program and program option. The Exhibit will describe the terms and conditions unique and specific to each program/option.

As an end user, the developer must agree to the terms and conditions of the Vendor Access Agreement and the Exhibit to the VAA.

Program Agreement for Developers outside the U.S. and Canada

Developers outside the U.S. and Canada will utilize the IBM Agreement for Exchange of Confidential Information (AECI) as the base agreement that describes the terms and conditions between the developer and the Innovation Center, Dallas.

A Supplement entitled *Early Customer Support Program For Software Vendor Access to IBM Products* will also be utilized. This Supplement to the IBM AECI describes the terms and conditions for participation in each of the IBM Innovation Center, Dallas test programs.

Program Charges

Charges for the System z Remote Development Progam are based on a minimum monthly fee and actual CPU usage as reported by z/VM. The CPU usage is described in "work units". 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.

The monthly fee includes program set-up, up to 25 work units of CPU usage each calendar month, and 10GB of 'user' disk space.

The monthly billing period for this program begins and ends on the last day of each calendar month.

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        Monthly billing:

          One Month (minimum)                          = $350 USD

          Each Additional Month                         = $350 USD

          Additional monthly work units in excess of 25   = $15 USD

        Optional program additions:

          DASD in 5 GB Gigabyte units (Cost/Month)        = $ 10 USD

   Note:  1) 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.
```

Registration Form

Dedicated Fixed Monthly Cost Advanced z/VM 5.3 Remote Development Program

Company: _____

Billing Address: _____

                          _____

                          _____

*P.O.: If a Purchase Order will be used for payment of fees, please include a copy with your registration.

Program Contact: _____

Address: _____

                          _____

Phone: _____-_____   e-mail address: _____

*Fax: _____-_____

*Alternate Contact:_____

*Address: _____

                          _____

*Phone: _____-_____   *e-mail address: _____

*Fax :   _____-_____

*We regularly report to our sponsors within IBM the amount of usage and the benefits this program provides to the participants. To aid in our reporting we ask that you briefly describe the project that you will be engaged in while on our system. (Ex. We are porting....) Please include product names when possible. Please do not include any information that is considered confidential by your company.

* - Optional Information to be completed if applicable.

(Continued on the next page)

1

Information For System Access and Configuration

Please provide the following information which will enable us to administer your request as quickly as possible.

Important! Please return a signed *Program Additions Order Form* to request additional products and to authorize the extra charge items selected.

Number of z/VM User ID's Required: _____
(Add 1 user ID to your total for operating system)

Preferred network connection type: Public Internet   _____
                                    VPN (Using VPN client)   _____

Product Tape Administration - Dedicated Fixed Monthly Cost Advanced z/VM 5.3 RDP

During the test program it may be necessary for you to provide your tapes for access from your test environment. In order to facilitate tape management, please indicate via signature below if you do <u>not</u> require your product tapes to be returned to you.

By signature below, the undersigned authorizes the IBM Innovation Center, Dallas, to keep and degauss at termination of the Dedicated Fixed Monthly Cost Advanced z/VM 5.3 Remote Development Program, the noted company's product tapes stored at IBM for test access by the noted company as part of the Dedicated Fixed Monthly Cost Advanced z/VM 5.3 Remote Development Program.

_____ _____ _____
Signature *(for tape degauss authorization only)*   **Name** *(Type or Print)*   **Date**

If you are interested in participating in the Dedicated Fixed Monthly Cost Advanced z/VM 5.3 Remote Development Program, please complete the registration form and other applicable signed documents and return them to IBM as shown below using postal service or fax.

Mail Address: Innovation Center, Dallas
                 Attn: ETP Administrator
                 M/S 30-01-L104
                 13800 Diplomat Drive
                 Dallas, TX 75234
                 USA

Fax: +1 (845) 491-5885

Reference Agreement No.:   Exhibit Identifier:

Additional Terms and Conditions

The terms and conditions described in this Exhibit apply to participation in the IBM Innovation Center, Dallas **Dedicated Fixed Monthly Cost Advanced z/VM 5.3 Remote Development Program**.

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

- z/VM 5.3

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

3.1.1.1 "You are not eligible to use the Code provided by this Exhibit on an IBM system if you execute anything other than Java-language based workloads on the System z Application Assist Processor (zAAP) installed on the IBM system. In addition, you may not alter the Code in any manner to affect the functionality of the zAAP."

3.1.1.2 "Remote access directly to the Innovation Center, Dallas. If remote access is provided in this manner, the terms and conditions pertaining specifically to the network shall not apply, and instead, the following shall govern access:

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 you select in item "A" above.

All terms and conditions in the referenced Agreement regarding remote access which do not specifically pertain to the network shall continue to apply, including but not limited to your obligation to not reverse assemble, reverse compile or copy the Code in whole or part."

3.1.1.3 "Excluded Components: Notwithstanding the terms and conditions of the IBM Vendor Access Agreement and its associated Exhibits or any other Agreement you may have with IBM or any of its related or affiliated companies (collectively "IBM") or with any other third parties that provide IBM products ("Third Parties"), the following terms and conditions apply to all "Excluded Components" identified in this Exhibit: (a) all Excluded Components are provided on an "AS IS" basis; (b) IBM AND THIRD PARTIES DISCLAIM ANY AND ALL EXPRESS AND IMPLIED WARRAN-TIES AND CONDITIONS INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF NON-INFRINGEMENT OR INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (c) IBM and Third Parties will not be liable to you or indemnify you for any direct, indirect, inci-dental, special exemplary, punitive or consequential damages with respect to Excluded Components."

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Reference Agreement No.:   Exhibit Identifier :

3.1.1.4 "Excluded Components include: (a) all third party components, including third party components included or embedded in the Code and components referenced in any LICENSE.TXT file included with the Code or a fixpack or update to the Code."

3.1.1.5 "Usage Restriction:

Portions of the IBM Weak Software Cryptographic Service Provider and the IBM Software Cryptographic Service Provider in the z/OS Security Level 3 feature contain software code provided by RSA Data Security, Inc. You are only authorized to use the RSA software contained in the Product to issue Certificates solely for the purpose of directly certifying other users within your Enterprise with whom you exchange data. You may not use the RSA software to issue Certificates to third parties, act as a Certification authority or provide Certificate-issuing services or any fee-generating service associated with the issuance of Certificates. You must display the copyright notice Copyright 2004 Licensed to IBM and its Suppliers in any products that include portions of the Dinkum C++ Library or derivative work based thereon. You may not remove or alter the copyright notice embedded in the Dinkum C++ Library. Prior to using the APIs of either service provider for development or testing, you must contact RSA Data Security, Inc. (RSA). Send your name, company name, address, and telephone number to:

  Email: sales@rsa.com mailto:sales@rsa.com

  Or

  RSA Data Security, Inc
  2955 Campus Drive Suite 400
  San Mateo, CA 94403-2507
  Attention: SALES

  Or

  Fax: 650-295-7770
  Attention: SALES

Prior to marketing, selling, or distributing applications that have been developed by using the APIs of either service provider, you must first obtain a license from RSA for that purpose."

(Continued on Next Page)

Reference Agreement No.:   Exhibit Identifier :

3.1.1.6 Third Party Code:

The Product and future updates and fixpacks to the Product may contain certain third party compo-
nents which are provided to you under terms and conditions that are different from this Agreement, or
which require IBM or third parties that provide IBM products (Third Parties) to provide you with
certain notices and/or information. For each such third party component, either IBM or Third Parties
will identify such third party component in a README file (or in an updated README file accom-
panying the fixpack or update), or in a file or files referenced in such README files (and shall include
any associated license agreement, notices and other related information therein), or the third party
component will contain or be accompanied by its own license agreement (for example, provided when
installing or starting such component, or accompanying such component in a file entitled README,
COPYING, LICENSE or a substantially similar title, or included among the Products paper doc-
umentation, if any). Your use of each third party component which contains or is accompanied by its
own license agreement, or for which IBM or Third Parties have identified a license agreement in one of
the above README files (or in a file or files referenced therein), will be subject to the terms and
conditions of such other license agreement, and not this Agreement. By using or not uninstalling such
third party components after the initial installation of such third party components (thereby giving you
access to the applicable license agreements, notices and information), You acknowledge and agree to all
such license agreements, notices and information, including those provided only in the English lan-
guage. You agree to review any updated README files which accompany updates and fixpacks to the
Product.

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

2.2 "Code" shall refer only to generally available versions of IBM code and other related program
products required in connection with this Agreement as determined by IBM.

2.3 "Documentation" shall refer only to IBM Product Publications or other descriptive materials per-
taining 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."

3

Reference Agreement No.:   Exhibit Identifier :

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

"You agree to pay the following charge(s) for use and access to the Dedicated Fixed Monthly Cost Advanced z/VM 5.3 Remote Development Program:

Monthly Charge: **$350**

This entitles you to:

- **1** z/VM 5.3 Remote Development Program 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** virtual guest system logon user ID with full administration and security authority for the operating system.

- Usage of up to 25 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 25 each month will be charged at the rate of $15 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.

Such payments shall be made in accordance with the referenced Agreement, and such payments are non-refundable.

You have control 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."

E: Section 7.3 under "Information" are hereby deleted and replaced with:

7.3 Each party agrees not to disclose the existence and terms of this Agreement to any third party without the prior written consent of the other party, which will not be unreasonably withheld.

(Continued on Next Page)

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.

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, and if you do not want to participate in the weekly backup cycle, please notify us and 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 program, 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.

(Continued on Next Page)

Reference Agreement No.:   Exhibit Identifier :

H: 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) January 31, 2012 (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."

I: 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 IBM Vendor Access 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**
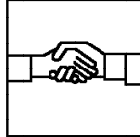
Address: _____

_____

ACCEPTED AND AGREED TO: ACCEPTED AND AGREED TO:

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

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

_____   _____
Title   *Title*

_____   _____

_____   _____
Date   *Date*

VENDOR ACCESS AGREEMENT

January 17, 2010

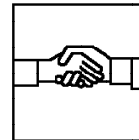Agreement Number: _____-____
-
Prepared for
International Business Machines Corporation
13800 Diplomat Drive, M/D 30-01-L104, Dallas, TX 75234
-
and
-
Company Name and Address

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.

1

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 for Business Partners, 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 for Business Partners, 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, M/S 30-01-L104
    13800 Diplomat Drive
    Dallas, TX 75234
    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.

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   Jury Trial   Each party hereby waives a jury trial with respect to any action arising out of the transactions governed by this Agreement.

12.10 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).

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:

International Business Machines Corporation

By: _____

Print Name

Title

Date

AGREED TO:

Company Name: _____

By: _____

Print Name

Title

Date

IBM Innovation Center, Dallas Program Addition Order Form

This form, when signed by both parties and on file at the IBM Innovation Center, Dallas, authorizes the IBM Innovation Center, Dallas, to bill you for the DASD and/or other services indicated below at the charges shown. Each product listed below includes sufficient additional DASD for nominal operation of the product. To order one or more of these additional products and/or DASD, complete the attached form, sign and return to IBM using postal service or fax as shown below.

> IBM Corporation
> Attn: ETP Administrator / M/S 30-01-L104
> 13800 Diplomat Drive
> Dallas, TX 75234
>
> Fax (845) 491-5885

Place an "X" to the left of each desired product and (or) indicate the number of 5 gigabyte units of additional DASD required, then place the total dollar amount for each item in the right hand column. The amounts listed are in U.S. dollars and are subject to change without prior written notice. The amounts apply for the term of the program agreement under which the addition is requested and are monthly charges.

Indicate your virtual guest system ID here: _____

PRODUCT	AMOUNT	TOTAL AMOUNT
_____ No. of 5 Gigabyte DASD units	$ 10/month/unit	_____
_____ One Additional General Purpose CP (Use of this engine may increase your monthly fees)	$ N/C	_____

Company:

_____

ACCEPTED AND AGREED TO:

By: _____
    Signature

_____
Name (Type or Print)

_____
Title

_____
Date

International Business
Machines Corporation

ACCEPTED AND AGREED TO:

By: _____
    Signature

_____
Name (Type or Print)

_____
Title

_____
Date