IBM Security App Exchange App Provider Agreement   **IBM**

BY ACCESSING, CLICKING ON AN "ACCEPT" BUTTON OR OTHERWISING USING THE APP EXCHANGE DEVELOPER PORTAL, YOU AGREE TO THE TERMS OF THIS IBM SECURITY APP EXCHANGE PARTNER AGREEMENT (THE "Agreement"). IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANOTHER PERSON OR A COMPANY OR OTHER LEGAL ENTITY, YOU REPERESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY, OR LEGAL ENTITY TO THESE TERMS.

This IBM Security App Exchange App Provider Agreement ("Agreement") between You ("You" or "Supplier") and International Business Machines Corporation ("IBM") establishes the terms between the parties for Licensed Works provided to IBM and its Affiliates to be made available and distributed by IBM and its Affiliates to its customers via the IBM Security App Exchange**.**

1.   Attachments and Exhibits

The following Attachment(s) and/or Exhibits are hereby incorporated by reference

- Attachment A: IBM Security Logo Terms and Conditions

2.   Definitions

Affiliate – any entity that Controls, is Controlled by, or is under common Control with, a party to this Agreement. An entity shall be treated as being "Controlled" by another if that other entity controls more than fifty percent (50 %) of the voting shares or securities in such entity, is able to direct its affairs and / or to control the composition of its board of directors or equivalent body.

Attachment(s) – a document added under this Agreement that contains additional terms and conditions. To the extent there is a conflict between the terms of a Attachment and this Agreement, the terms of the Attachment prevail.

Developer Portal - an access portal on the IBM Security App Exchange where Supplier may submit Licensed Works, Extension Documentation, and other relevant materials and information to IBM for distribution via the IBM Security App Exchange as per the terms of this Agreement.

Extension Documentation – documentation for the support and use of a Licensed Work, including, but not limited to, system configuration information, user manuals, troubleshooting guides, and FAQs.

IBM Security App Exchange – the IBM-hosted, customer facing website where the Extension(s) provided by Supplier will be made available to IBM customers for download and use.

IBM Product(s) – any of the IBM Security products.

IBM Materials – any whole or parts of literary works or other works of authorship fixed in any tangible medium of expression (such as configuration instructions, documentations, specifications, interfaces, Interface Definition Files, and similar works) that IBM makes available to Supplier under this Agreement.

Interface Definition Files – means the whole or parts of any APIs (Application Program Interfaces), libraries, MIBs (Management Information Base), header files, CORBA IDL files, Web Services WSDL files, XML schemas, log message formats and/or similar files that IBM may make available to you to support the integration of the Licensed Works with the IBM Product(s).

Licensed Work(s) – Supplier's software and software Upgrades or other works of authorship that Supplier uploads to the Developer Portal which are designed by Supplier to add functionality or capabilities to an IBM Product, including whole or partial copies of:

- a. machine-readable instructions and data;
- b. components (such as enabling code, utilities, and plug-ins);
- c. audio-visual content (such as images, text, recordings, or pictures);
- d. Extension Documentation; and
- e. related licensed materials.

A description of Supplier's Licensed Work must be included when submitted via the Developer Portal or otherwise provided to IBM. The parties may add additional Licensed Works under this Agreement via

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additional submissions via the Developer Portal. Licensed Work(s) may also be referred to as **Extension(s)** or **App(s)**.

Support – software maintenance, updates, upgrades, technical support and the service provided when a user identifies a possible error.

Upgrade – changes or additions to the Licensed Works such as those that support new releases of operating systems and devices, correct errors and/or add new function and value.

3. License Grant

Supplier grants IBM and its Affiliates a worldwide, non-exclusive, irrevocable during the term of the Agreement, royalty-free , fully paid-up right and license to use, have used, execute, transmit, copy, host, translate, reproduce, display, perform, market, and distribute (directly or indirectly) the Licensed Works in any medium or distribution technology whatsoever as part of the IBM Security App Exchange.

If Supplier wants its Licensed Work to be distributed under Supplier's own license terms, then it must notify and provide IBM with a copy of such license and include a copy of the license with the Licensed Work in .txt or other readable format that customers or other third parties who wish to use the Licensed Work can access. Supplier's license must at minimum include a royalty-free, payment-free, perpetual license right for either an individual or company to use the Licensed Work and shall specifically disclaim that IBM is not a party to the license agreement. IBM will not be responsible for enforcing the terms of Supplier's license with any customer or third party nor shall IBM be a party to such license.

If Supplier does not notify and provide IBM with its own license, then Supplier hereby agrees that IBM may distribute the Licensed Work under the terms of the current version of the Apache License from the Apache Software Foundation.

Supplier grants IBM and its Affiliates a worldwide, non-exclusive, irrevocable during the term of the Agreement, paid-up right and license to use Supplier's trademark and trade name, including logo (collectively, "Supplier Trademarks"), in marketing and identifying the Licensed Works and identifying Supplier as a provider of Licensed Work(s). In addition, IBM may also use Supplier Trademarks to identify and market technology integrations between IBM and Supplier's respective offerings, that may or may not be available via the IBM Security App Exchange. Supplier is licensed to use IBM's 'IBM Security' logo to identify the Licensed Works as available via the App Exchange in accordance with the terms of Attachment A.

4. Licensed Work Requirements, Delivery and Validation

a) Supplier shall deliver and submit a Licensed Work (both object and source code if providing code) and its Extension Documentation to IBM via the IBM Security App Exchange. Supplier shall also provide, upon request, a complete certificate of originality for each Licensed Work.

b) If Supplier is providing its own license to govern the use of the Licensed Work by third parties, Supplier shall also include a copy of such license in a .txt file or other readable format with the Licensed Work.

c) Supplier is responsible for obtaining any required classification or other clearances necessary for the export and import of the Licensed Works. Supplier will provide to IBM information the Export Control Classification Number (ECCN) for each Licensed Work upon submission to IBM. Supplier will also provide any other information relevant to the export or import of the Licensed Works, upon request. Supplier shall ensure that no restricted materials under applicable export laws are included in the Licensed Works.

d) IBM will review the Licensed Work according to its validation criteria and may either accept or reject the Licensed Work for inclusion on the IBM Security App Exchange. Should IBM reject a Licensed Work, Supplier may remedy the Licensed Work according to any feedback received from IBM and may re-submit it for IBM's review. Notwithstanding anything to the contrary herein, the parties acknowledge that IBM is under no obligation to make the Licensed Works available in the IBM Security App Exchange.

e) Any Licensed Works or Extension Documentation provided to IBM must be in English.

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5. IBM Materials

IBM may provide or make available to Supplier certain IBM Materials, including Interface Definition Files, for use by Supplier in developing and testing the Licensed Works. IBM grants Supplier a worldwide, non-exclusive, royalty-free, right to use such IBM Materials for the purposes of developing and testing the Licensed Works and to distribute such IBM Materials solely as part of the Licensed Works during the term of this Agreement.

6. Marketing

a) IBM has the right to market the Licensed Works to its customers.

b) IBM may publicly reference Supplier's contribution of the Licensed Work(s) to the IBM Security App Exchange in press releases and promotional materials in support of the IBM Security App Exchange. Except as otherwise provided above, Supplier agrees not to issue press releases or other publicity regarding this Agreement or the relationship under it without IBM's prior written approval.

7. End-User Support

Supplier is responsible for all Support for the Licensed Works and any updates to the Licensed Works. Supplier shall include appropriate and complete Extension Documentation with each Licensed Work upon delivery to IBM, which will include a troubleshooting document. Supplier shall also provide IBM with a Support contact within Supplier's organization that IBM customers can be referred to contact should they have issues with the Licensed Works. Such Supplier contact will respond to IBM customer questions and issues regarding the Licensed Work within a commercially reasonable period of time. Supplier expressly agrees that IBM may publish the Support Contact's name and contact information on the IBM Security App Exchange.

IBM is under no obligation, nor is it responsible for any updates, upgrades, or technical support of the Licensed Work by Supplier. IBM does not provide any Support of the Licensed Works. IBM's sole support responsibility is limited to support of the IBM Security App Exchange environment and support available through an on-line public forum ("Forum").

In the event IBM receives a Forum question or inquiry related to the Licensed Works or any other Supplier matter, IBM will provide the Forum user with Supplier's contact information as provided to IBM by Supplier and direct the Forum user to contact the Supplier directly. IBM will not contact Supplier on the Forum user's behalf.

8. Term and Termination

a) This Agreement is effective once accepted by You and will remain in effect until terminated.

b) Either party may terminate this Agreement for convenience on 60 days prior written notice to the other party.

c) IBM may remove the Licensed Works from the IBM Security App Exchange at any time without prior notice.

d) Either party may terminate this Agreement if the other materially breaches its obligations. The termination must be by written notice specifically identifying the breach upon which it is based and will become effective 30 days after the notice, unless the breach is corrected during the 30 days.

e) Any terms of this Agreement which by their nature extend beyond the day this Agreement ends remain in effect until fulfilled, and apply to respective successors and assignees. Upon termination of this Agreement, all rights and licenses granted by Supplier to IBM shall cease and IBM will withdraw the Licensed Works from the IBM Security App Exchange. Notwithstanding such termination, all rights and licenses granted to customers of the IBM Security App Exchange for the Licensed Works prior to such termination shall survive and continue and shall in no way be affected by the termination of this Agreement

9. Confidentiality

Unless we mutually agree to exchange confidential information under a separate confidentiality agreement, all information we exchange is non-confidential. Neither party shall disclose the terms of this Agreement to any third party without the other party's prior written consent, except to the extent necessary to establish each party's rights hereunder, or, as required by applicable law or regulations.

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10. Limitation of Liability

a) Items for Which a Party May be Liable

Circumstances may arise where, because of a default or other liability, a party to this Agreement is entitled to recover damages from the other. Regardless of the basis on which the party seeking to recover damages is entitled to claim damages from the other (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), the entire liability of the party against whom damages is sought for all claims in the aggregate arising under this Agreement will not exceed the amount of any actual direct damages up to $100,000.

This limit also applies to any of either party's Affiliates, subcontractors and, in the case of IBM, its program developers. It is the maximum for which a party and its Affiliates, subcontractors and, in the case of IBM, its program developers are collectively responsible. Damages for bodily injury (including death) and damage to real property and tangible personal property for which a party is legally liable are not subject to a cap on the amount of damages.

b) Items for Which Neither Party is Liable

Except as expressly required by law without the possibility of contractual waiver, under no circumstances is either party, its subcontractors, or, in the case of IBM, its program developers liable for any of the following even if informed of their possibility:

(1) loss of, or damage to, data;

(2) special, incidental, exemplary, or indirect damages or for any economic consequential damages; or

(3) lost profits, business, revenue, goodwill, or anticipated savings.

c) Damages Excluded from Limitation of Liability

The foregoing limitations and disclaimers of liability shall not apply to the liability of either party for damages associated with its infringement or violation of the intellectual property rights of the other party or its licensors with respect to Licensed Works and licenses granted under this Agreement nor shall the foregoing limitations and disclaimers apply to claims against Supplier arising under Section 11, entitled "Indemnification".

11. Indemnification

Supplier will defend and indemnify IBM and its Affiliates if a third party makes a claim against them, whether actual or alleged, that the Licensed Works infringe upon the copyright, patent, trademark, trade secret or other intellectual property rights of a third party. If any such infringement claim appears likely or is made against IBM or its Affiliates about the Licensed Work, Supplier will obtain the necessary rights for IBM and its Affiliates to continue exercising all rights granted under this Agreement, or Supplier will modify the Licensed Work or its name so that it is non-infringing, or replace it with a Licensed Work or name that is non-infringing and functionally equivalent. In addition to any remedies specified in this Agreement, IBM may pursue any other remedy it may have in law or in equity. Supplier will pay all costs, damages and attorneys' fees that a court finally awards if IBM promptly provides Supplier notice of the claim and allows Supplier to control and reasonably cooperates with Supplier in the defense of the claim and settlement negotiations. IBM may participate in the proceedings at its option and expense.

12. Warranties

Supplier represents and warrants on an ongoing basis that Supplier has sufficient rights to the Licensed Works (including associated marks and names) to grant IBM the rights specified in this Agreement. Supplier also represents and warrants the following regarding the Licensed Works:

a) the Licensed Works conform to their published specifications and any written representations made by Supplier to IBM;

b) the Licensed Works do not infringe any patent, copyright, trademark or trade secret or any other intellectual property rights of any third party;

c) Supplier is not aware of any claims or allegations against Supplier regarding the Licensed Works. In the event Supplier becomes aware of such claim or allegation, Supplier agrees to inform IBM within 10 business days;

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d) Supplier complies with any and all laws and/or regulations, including but not limited to, export laws and/or regulations regarding (i) the classification of the Licensed Works; and (ii) distribution of encrypted code (if any) contained in the Licensed Work;

e) the Licensed Works do not, at the time of Supplier's delivery to IBM, contain any virus, mal-ware, or other harmful code; and

f) Supplier will comply with any and all source code distribution and notice requirements relating to any and all open source software included in the Licensed Works.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. The Digital Millennium Copyright Act

IBM is an online service provider under the provisions of the Digital Millennium Copyright Act (DMCA). Accordingly, in the event that IBM receives a notice of copyright infringement concerning the Licensed Works or content, where the notice conforms to the then current requirements of the DMCA, IBM will immediately remove or block access to all copies of the accused Licensed Work or content.   In the event IBM takes such action, Supplier may provide a counter notice to IBM which conforms to the then current requirements of the DMCA and IBM will, in its sole discretion, restore the Licensed Works or content. IBM's current policy regarding the DMCA and its requirements can be found at http://www.ibm.com/legal/us/en/dmca.html. In the event the DMCA is amended, IBM will modify the referenced url to reflect such changes. In the event of a discrepancy between the IBM website and the DMCA, the DMCA will prevail.   IBM disclaims all responsibility for lost profit and/or revenue during the period in which the Licensed Works or content is taken down.

14. Taxes

Each party is responsible for complying with the collection, payment, and reporting of all taxes imposed by any governmental authority applicable to its activities in connection with the sale, lease, delivery or license of the products and services under this Agreement. Neither party is responsible for taxes that may be imposed on the other party. Each party agrees to cooperate to minimize any applicable taxes.

15. Business Contact Information

Both parties have the right to store contact information on each other's employees such as names, phone numbers and e-mail addresses in any country where we do business for the purposes of our ongoing relationship under this Agreement. Each of us may use such information to fulfill our respective obligations under this Agreement, subject to any signed confidentiality agreement between us.

16. General

a) Neither party guarantees the success of any marketing effort it engages in hereunder.

b) Each party will be responsible for the supervision, direction and control of its own personnel while engaged in activities hereunder.

c) Either party may modify this Agreement as jointly agreed to in writing.

d) Each of us grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted.

e) The laws of the State of New York govern the rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to its conflict of law principles.

f) Each party shall comply with all laws applicable to it and its performance under this Agreement, including but not limited to applicable privacy laws governing any personally identifiable information that may be exchanged in relation to this Agreement and applicable export and import laws and regulations, including those of the United States, that prohibit or limit export for certain uses or to certain end users.

g) Any notice required or permitted under this Agreement will be sent to the focal point representative named in the signature block below. Each party will notify the other in writing if their representative changes.

h) If any term of this Agreement is found to be unenforceable in any respect, the validity of the remainder of the Agreement will be unaffected.

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i) A waiver of any right under this Agreement must be in writing signed by the party waiving its right. A waiver by either party of any instance of the other party's noncompliance with any obligation under this Agreement will not be deemed a waiver of subsequent instances.

j) Supplier may only assign this Agreement to an Affiliate or in connection with the sale of all or a substantial portion of its business. IBM may assign its rights or delegate or subcontract its duties under this Agreement to third parties or an IBM Affiliate without the prior written consent of Supplier. Any unauthorized assignment of this Agreement is void.

k) Any terms of this Agreement, which by their nature extend beyond the date this Agreement ends, remain in effect until fulfilled and apply to respective successors and assignees.

l) Neither of us will bring a legal action against the other more than two years after the cause of action arose.

m) This Agreement is nonexclusive. Neither of us is a legal representative nor legal agent of the other. Neither of us is legally a partner of the other, and neither of us is an employee or franchisee of the other, nor does the Agreement create a joint venture between us.

n) Either party may independently develop, acquire, and market materials, products or services that may be competitive with (despite any similarity to) the other party's products or services. Each of us is free to enter into similar agreements with others and may offer (either by itself or together with third parties) to provide any products and/or services to its customers without any obligation to the other party.

o) Each party is responsible for its own costs, including all development, business, travel and living expenses incurred to meet its obligations under this Agreement.

p) Neither of us will assume nor create any obligations on behalf of the other or any representations or warranties about the other, other than those authorized.

q) Neither party is responsible for failure to fulfill obligations due to causes beyond the control of such party.

r) No right or cause of action for any third party is created by this Agreement or any transaction under it, nor is either party responsible for any third party claims against the other party except as specifically provided herein.

s)

This Agreement, including its applicable Attachments, is the complete agreement between the parties regarding the subject matter described herein. It replaces any prior oral or written communications between Supplier and IBM. In entering into this Agreement, including each Attachment, neither party is relying on any representation that is not specified in this Agreement or an Attachment. Additional or different terms in any written communication from Supplier are void.

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Attachment A – IBM Security Logo Terms and Conditions

1. DEFINITIONS

- **"Enterprise"** is any legal entity and its subsidiaries of which the entity owns more than 50 percent.

- **"Marketing Materials"** means advertising, promotional and informational items prepared or distributed by or on behalf of Supplier, such as brochures, specifications, flyers, signs, advertisements, stationery, business cards and Web pages that refer to the Licensed Work. Except as may be specifically approved by IBM in writing, Marketing Materials shall not include the Licensed Work itself, Licensed Work packaging or ancillary or promotional items including but not limited to clothing, bags, glassware and writing instruments.

- **"IBM Trademarks"** means the IBM owned titles, trademarks, registered trademarks and service marks identified in Exhibit A which Supplier is authorized to use provided it complies with the terms of this Attachment and the Agreement.

2. TRADEMARKS AND YOUR MARKS

2.1. IBM has the sole right to approve or deny Supplier the right to use the IBM Trademarks, to issue Supplier a license to use the IBM Trademarks, and to substitute other marks or logos for any IBM Trademarks it licenses. Subject to the terms of this agreement, IBM grants Supplier a worldwide, non-exclusive, nontransferable, royalty free, limited license and right to use the IBM Trademarks in its Marketing Materials related to the Licensed Works for the purposes of identifying such Licensed Works as available via the IBM Security App Exchange, provided such use is in accordance with the terms specified in this agreement including EXHIBIT A – IBM SECURITY LOGO GUIDELINES..

2.2. Except as expressly provided herein with respect to the IBM Trademarks, neither party acquires any right to the other party's trademarks under this Agreement.

3. USE OF TRADEMARKS

3.1. IBM Trademarks may be used only as specified in EXHIBIT A – IBM SECURITY LOGO GUIDELINES,and only in connection with the Licensed Works. Supplier may begin using the IBM Trademarks in your Marketing Materials in connection with the Licensed Works upon acceptance of this Agreement.

3.2. Supplier shall display and use the IBM Trademarks only in the form, manner and style required by the trademark guidelines specified in EXHIBIT A or a Web site identified by IBM as modified from time to time by IBM. If requested by IBM, Supplier shall provide at your own cost for IBM's review and approval one complete copy of all Marketing Materials Supplier intends to use that bear or display the authorized IBM Trademarks or that otherwise refer to IBM. Such materials shall be provided at least thirty (30) days prior to Supplier's use of such Marketing Materials. Should IBM object to any of the Marketing Materials, Supplier shall not use them until either all references to the IBM Trademarks and IBM are removed or until the objections raised by IBM are corrected. Should IBM not object to the Marketing Materials within 10 business days of receipt thereof, they shall be deemed approved.

3.3. IBM shall have the right to review Supplier's Web site and Marketing Materials and to request samples of Supplier's Marketing Materials to monitor compliance with the trademark guidelines and Supplier shall promptly provide at its expense such samples upon request. Supplier shall promptly modify at its expense any Marketing Materials or Web pages that bear or display the IBM Trademarks that do not comply with the trademark guidelines or that IBM determines to be inaccurate, objectionable or misleading. In no event shall Supplier use the IBM Trademarks on Web sites or Web pages that include defamatory or immoral material or that violate the rights of any third parties.

3.4. IBM reserves the right, at any time, to suspend or terminate Supplier's use of the IBM Trademarks.

3.5. Supplier shall not make any statements on or in connection with its use of the IBM Trademarks to suggest, state or imply that IBM warrants the Licensed Works or is the source of, manufactures or services them.

3.6. Except as permitted by this Agreement including EXHIBIT A, Supplier shall not make any use of the IBM Trademarks directly or indirectly, or use any marks confusingly similar thereto, and Supplier may not under

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any circumstances use or seek to register the IBM Trademarks or any marks confusingly similar thereto in or as part of any corporate name, business name, trade name, trademark, service mark, fictitious name, partnership name, domain name, e-mail address or other identifier.

3.7. Supplier shall not take any action that will have an adverse effect on the rights of IBM in the IBM Trademarks or that would diminish or dilute the value, reputation or goodwill of IBM or of the IBM Trademarks including but not limited to challenging IBM's right, title or interest in and to the IBM Trademarks. If required by local law, and upon IBM's request, Supplier shall assist IBM in maintaining its IBM Trademark rights by providing, at no charge, examples of your Marketing Materials which contain IBM Trademarks.

3.8. Supplier shall insure that the Licensed Works bearing the IBM Trademarks comply with all applicable laws and regulations and meet or exceed any standards or requirements set forth in EXHIBIT A. To the extent that the Licensed Works fail to meet or maintain industry standards for quality or otherwise do not comply with this Attachment or EXHIBIT A, upon notice from IBM Supplier shall cease using the IBM Trademarks on or in connection with or with respect to the Licensed Work and related Marketing Material until the deficiency is corrected.

3.9. Supplier shall not pledge or otherwise encumber the IBM Trademarks and shall not use the IBM Trademarks as security or collateral for any loans or indebtedness.
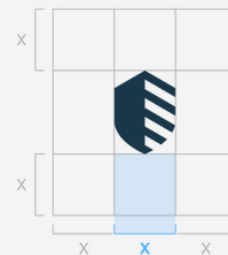
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EXHIBIT A – IBM SECURITY LOGO GUIDELINES

DO
- Use marks as provided, without alteration.
- Use the actual mark in all possible marketing vehicles to promote your IBM relationship.
- Keep your company's logo as the primary identity in your communications.

DON'T
- Distort or skew the mark in any way.
- Change the typeface, size and position of the typography within the mark.
- Recolor the mark's background box or typography.
- Position the mark on an angle.
- Outline the background box.
- Add additional typography to the mark (except for Achievement listings).
- Skew the mark in any way.
- Allow the Business Partner mark to become the primary identity in your communications by using it in a larger size or more dominant position than your company's identity.

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