Agreement For Exchange of Confidential Information

(Please return this form to fax 512-823-7634.)

AGREEMENT FOR EXCHANGE OF CONFIDENTIAL INFORMATION - Z125-4322-00

The Customer (you) and International Business Machines Corporation (IBM) agree that the following terms and conditions apply when one of the parties (Discloser) discloses Confidential Information (Information) to the other (Recipient) under this Agreement. You and IBM agree that our mutual objective under this Agreement is to provide appropriate protection for Information while maintaining our ability to conduct our respective business activities.

1. ASSOCIATED CONTRACT DOCUMENTS

   Each time one of the parties wishes to disclose specific Information to the other, the Discloser will issue a Supplement to this Agreement (Supplement) before disclosure.

   The Supplement will identify the Recipient's person designated to be its Point of Contact for the disclosure and will contain the Initial and Final Disclosure Dates. If either of these dates is omitted from the Supplement such date will be deemed to be the actual date of disclosure. Information becomes subject to this Agreement on the Initial Disclosure Date. The Supplement will also contain a non-confidential description of the specific Information to be disclosed and any additional terms and conditions for that information.

   The only time you and IBM are required to sign the Supplement is when it contains additional terms and conditions. When signatures are not required, the Recipient indicates acceptance of Information under the terms and conditions of this Agreement by participating in the disclosure, after receipt of the Supplement.

2. DISCLOSURE

   The Discloser and the Recipient's Point of Contact will coordinate and control the disclosure. Information will be disclosed either:

   a. in writing;

   b. by delivery of items;

   c. by initiation of access to Information, such as may be contained in a data base; or

   d. by oral and/or visual presentation.

   Information should be marked with a restrictive legend of the Discloser. If Information is not marked with such legend or is disclosed orally,

1)Information will be identified as confidential at the time of disclosure and
2) the Discloser will promptly provide the Recipient with written confirmation.

3. OBLIGATION OF CONFIDENTIALITY

The Recipient will use the same care and discretion to avoid disclosure, publication or dissemination of of Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate. The Recipient may use Information for any purpose which does not violate such obligation of confidentiality

The Recipient may disclose Information to:

a. its employees and employees of its parent and subsidiary companies who have a need to know; and

b. any other party with the Discloser's prior written consent.

Before disclosure to any of the above parties, the Recipient will have a written agreement with such party sufficient to require that party to treat Information in accordance with this Agreement.

The Recipient may disclose Information to the extent required by law, the Recipient must give the Discloser prompt notice and make a reasonable effort to obtain a protective order.

4. CONFIDENTIALITY PERIOD

Disclosed Information continues to be subject to this Agreement for two years following the Final Disclosure Date.

5. EXCEPTIONS

No obligation of confidentiality applies to any Information that the Recipient:

a. already possesses without obligation of confidentiality;

b. develops independently; or

c. rightfully receives without obligation of confidentiality from a third party.

No obligation of confidentiality applies to any Information that is, or becomes, publicly available without breach of this Agreement.

In addition, no obligation of confidentiality applies to any ideas, concepts, know-how, or techniques contained in Information that are related to the Recipient's business activities (Knowledge). However, this does not give the Recipient the right to disclose, except as set forth elsewhere in this Agreement, 1) the source of Knowledge, 2) any financial, statistical personnel data or 3) the business plans of the Discloser.

Neither this Agreement nor any disclosure of Information grants the Recipient any license under any patents or copyrights.

6. DISCLAIMERS

THE DISCLOSER PROVIDES INFORMATION ON AN "AS IS" BASIS.

The Discloser will not be liable for any damages arising out of use of information.

Disclosure of Information containing business plans is for planning purposes only. The Discloser may change or cancel its plans at any time. Therefore, use of such Information is at the Recipient's own risk.

7. GENERAL

This Agreement does not require either party to disclose or to receive Information.

Neither party may assign its rights or delegate its duties or obligations under this Agreement without prior written consent. Any attempt to do so is void.

The Recipient will comply with all applicable United States and foreign export laws and regulations.

IBM may modify the terms and conditions of this Agreement by giving you three month's written notice. Any such modification will apply only to Information for which the Initial Disclosure Date is on or after the effective date specified in the notice. Otherwise, only a written agreement signed by you and IBM can modify this Agreement.

Either party may terminate this Agreement by providing one month's written notice. Any provisions of this Agreement which by their nature tend beyond its termination will remain in effect beyond such termination until fulfilled and will apply to either party's successors and assigns.

If there is a conflict between the terms and conditions of this Agreement and a Supplement, those of the Supplement prevail. Except as modified by Supplement, the terms and conditions of this Agreement remain in full force and effect.

The laws of the State of New York govern this Agreement.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THEY AGREE THAT HE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL CONSIST OF THIS AGREEMENT AND ITS SUPPLEMENTS. THIS STATEMENT OF THE AGREEMENT SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THIS SUBJECT. ANY REPRODUCTION OF THIS AGREEMENT BY RELIABLE MEANS WILL BE CONSIDERED AN ORIGINAL OF THIS DOCUMENT.

International Business Machines Corporation
Armonk, New York 10504

By_____
Authorized signature

Name(type or print):

Date:

Agreement number:

IBM Branch Office number:

IBM Branch Office address:

Customer name:

By_____
Authorized signature

Name(type or print):

Date:

Customer number:

Customer address:

(Please return this form to fax 512-823-7634.)

END OF DOCUMENT (form.aeci.gen,)