



Agreement for Participation in IBM Advocacy Programs

This *Agreement for Participation in IBM Advocacy Programs* (“Agreement”) is between International Business Machines Corporation and the party identified in the signature block below as “Participant”. Under this Agreement, International Business Machines Corporation and its worldwide Affiliates (collectively, “IBM”) may identify opportunities to share information with Participant related to potential IBM offerings, and Participant may share feedback with IBM (each such opportunity a “Advocacy Program”). “Affiliate” means an entity controlling, controlled by, or under common control with the entity specified. Specific Advocacy Programs may have the title “IBM Champions Program”, or some other title.

1. Information Exchanged Between the Parties

IBM will confirm Participant’s acceptance into each Advocacy Program, referencing this Agreement and specifying the subject matter involved. This Agreement provides the terms of Participant’s participation in each Advocacy Program and supersedes the terms and conditions of any other agreement between the parties for such activities.

In an Advocacy Program, IBM may share Confidential Information with Participant. For purposes of this Agreement, Confidential Information means information IBM makes available to Participant in connection with an Advocacy Program, that IBM designates as Confidential Information, or that relates to Advocacy Program operational details, contact information about other participants, and IBM’s past, present, or future research, development or business activities, including but not limited to technologies, directions, strategies, features, functionality, and the ideas, concepts and know-how therein. Confidential Information does not include information that is publicly available, becomes publicly available through no fault of Participant, is developed independently, or is in the possession of Participant without an accompanying obligation of confidentiality. If IBM provides access to pre-release (e.g., beta) offerings, it will be under the terms of a separate agreement.

For five (5) years after disclosure, Participant shall use the same care and discretion to avoid disclosure of Confidential Information as Participant uses with Participant’s own similar information that Participant does not wish to disclose, but in no case less than reasonable care. Participant will comply with all applicable government export and import laws and regulations.

Participant may disclose Confidential Information to the extent required by law, but must give IBM a reasonable opportunity to obtain a protective order.

In the course of Advocacy Program activities, IBM does not wish to receive any information that is confidential to Participant or any other party.

Participant is encouraged, but not required, to provide to IBM data, suggestions, or other materials in connection with its involvement in an Advocacy Program (“Feedback”). Participant hereby grants to IBM a license to use the Feedback for any purpose. Such license includes, without limitation, the right to use, execute, display, reproduce, perform, disclose, prepare derivative works from or otherwise modify, distribute and transmit (internally and externally), make, have made, use, have used, lease, sell, offer to sell, import and/or otherwise transfer, practice and have practiced the Feedback and any modifications thereto, e.g., in any product, service or method incorporating such Feedback or modifications thereof, and to sublicense others to do any or all of the foregoing. All licenses granted herein are worldwide, irrevocable, nonexclusive, nontransferable, and fully-paid-up. As between Participant and IBM, Participant will retain ownership of Participant’s information, subject to this license. Participant represents and warrants that Participant (i) is participating in the Advocacy Program in his or her individual capacity and not as a representative of, or within the scope of his or her employment by, another entity, and (ii) owns all rights to the Feedback that Participant provides to IBM and (iii) has the right to grant the license to IBM granted above.

If Participant receives Feedback from other participants in the Advocacy Program, Participant will use such Feedback only for the purposes of the Advocacy Program.

2. Important Disclaimers & Understandings

This Agreement is nonexclusive, and involvement in an Advocacy Program does not preclude either party from developing or marketing any products or services, entering any business relationship, or assigning its employees in any way it may choose. IBM may choose to not announce or not make available the products, features, functions and services discussed in an Advocacy Program. ALL INFORMATION PROVIDED BY IBM IS PROVIDED SOLELY ON AN “AS-IS” BASIS. Neither this Agreement nor any disclosure of information in

connection with an Advocacy Program grants to Participant any right or license under any copyright, patent, mask work, or trademark.

Participant understands that neither party is obligated to compensate the other in connection with an Advocacy Program and that the opportunity to participate in the Advocacy Program is sufficient consideration under this Agreement.

Participant agrees that IBM, and its contractors, may process and store business contact information of Participant personnel in connection with the performance of an Advocacy Program wherever they do business.

3. General Terms

Neither party, nor its employees or contractors, are agents of the other party, nor does it or they have the authority to bind the other party. The terms in this Agreement shall remain in effect after conclusion of Participant's involvement in an Advocacy Program. Participant or IBM may terminate this Agreement upon five (5) days written notice, upon which Participant shall promptly return or destroy all Confidential Information in its possession or under its control. Any terms which by their nature extend beyond its termination shall remain in effect until fulfilled.

Both parties agree to comply with all applicable laws, including without limitation all United States Federal Trade Commission regulations regarding endorsements and associated disclosures.

This Agreement is the complete agreement between Participant and International Business Machines Corporation regarding participation in Advocacy Programs and replaces all prior oral or written communications between the parties regarding an Advocacy Program. This Agreement is governed by the laws of the State of New York without regard to conflict of laws principles. Only a written agreement signed by both parties can modify this Agreement. Participant may not assign or otherwise transfer its rights or delegate its duties or obligations under this Agreement without the prior written consent of IBM. Once signed, any reproduction of this Agreement by reliable means (e.g. a facsimile, electronic scanning, or photocopy) shall be considered an original.

The individual signing below indicates acceptance of the terms herein and represents and warrants that such signature is binding upon Participant.

Accepted and Agreed to by Participant: > _____ [Print individual's name clearly.]	
Participant address: > _____ [Print individual's address clearly.]	
Authorized signature >	Date >
Agreement number:	

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