

This **Watson IoT Interoperability Program Agreement** (this “Agreement”) is entered into by **International Business Machines Corporation** (“IBM”) and the Partner identified in the signature block below (‘Partner’) and governs Partner’s participation in IBM’s Watson IoT Interoperability Program (the “Program”).

Program Overview

The Watson IoT Interoperability Program is IBM’s interoperability program for its Internet of Things (IoT) Brand where Partner can integrate its own device, product or solution (each a “Partner Offering”) with various IBM IoT Offerings, such as the IBM Watson IoT Platform, IBM Maximo, or IBM TRIRIGA, to allow for interoperability between them for the benefit of IBM and Partner’s mutual customers. As part of the Program, Partner may also receive certain benefits, including being listed with its solution in IBM’s Find a Partner Directory or being able to use the Program’s logo.

Program Requirements

In order to participate in this Program, Partner shall develop an integration as part of a Partner Offering to allow such Partner Offering to interoperate with an IBM IoT Offering. (“Partner Integration”). Partner may use certain documentation that IBM makes available to assist with Partner in order to assist with the development of the Partner Integration, as well as access to certain IBM IoT Offerings for testing purposes. Such access and materials may be governed by separate terms and conditions.

Once Partner has developed the Partner Integration, Partner shall contact IBM and present the Partner Integration for review and confirmation by IBM that the Partner Integration meets IBM’s requirements for interoperability with the IBM IoT Offering, in IBM’s sole discretion (“Validation”). Partner shall provide to IBM any information reasonably required by IBM to complete the Validation.

If Validation of the Program Integration is completed to the satisfaction and approval of IBM (‘Validated’), Partner shall receive the following Program Benefits:

- a) Partner may be listed, along with any Partner Integrations it has developed and had Validated by IBM on IBM’s ‘Find a Partner’ Directory; and
- b) Provided that that the Partner Integration interoperates with a IBM Maximo or IBM TRIRIGA-branded offering, Partner shall receive from IBM a license to use the corresponding logo identified in Appendix A to identify each Validated Partner Integration as interoperable with the corresponding IBM IoT Offering, as governed under the terms of Appendix A.

Partner’s access to and use of these Program Benefits for Partner Integration is contingent upon Partner maintaining the interoperability between the Partner Offering and the IBM IoT Offering as originally Validated by IBM.

Partner is free to develop and submit for Validation as many Partner Integrations as it prefers.

Partner’s Responsibilities

Partner remains responsible for any Partner Integration, including the quality, performance, reliability or for any claims Partner makes in regard to them. Partner will provide customer service and support for any customer who a compatibility problem with a Partner Integration.

‘Find a Partner’ Directory and Use of Partner’s Trademark

As part of its participation in the Program, Partner may be listed in IBM’s ‘Find a Partner’ Directory (“Directory”), along with its Partner Integration(s), provided that the Partner Integration is Validated. Partner agrees that any information it submits to IBM for inclusion on the Directory will be publicly available, including any contact information. Partner shall keep its entry on the Directory updated with current information regarding it and the Partner Integration(s). Partner also acknowledges that IBM may remove Partner’s entry from the Directory for any reason, in its sole discretion.

Partner grants IBM and its Affiliates a worldwide, non-exclusive, irrevocable, paid-up right and license to use Partner’s trademark and trade name, including logo, on the Directory as well as in marketing or other external communications in order to identify Partner’s participation in the Program and the Partner Integration(s).

Confidential Information

The parties agree that no confidential information will be exchanged in relation to this Agreement or the Program. Should the need to disclose confidential information arise, the parties shall first enter into a separate confidentiality agreement to govern and protect such disclosure.

Feedback

Each party may freely use any feedback it receives, including suggestions for changes or enhancements, regarding its own offerings without restriction.

Warranties

Each party warrants to the other that it has the authority to enter into this Agreement.

Partner represents and warrants that all information submitted for purposes of validating its solution, device, or expertise is accurate and truthful.

THIS WARRANTY IS EACH PARTY'S EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OR CONDITION OF NON-INFRINGEMENT.

Limitations of Liability

Each party's entire liability for all claims related to this Agreement, including all Attachments, will not exceed \$1000, regardless of the basis of the claim. This limit applies collectively to a party, its subsidiaries, contractors and suppliers. Neither party will be liable for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings.

The following amounts, if a party is legally liable for them, are not subject to the above cap: damages for body injury (including death); damages to real property and tangible personal property; and damages that cannot be limited under applicable law.

Intellectual Property

Except as expressly stated in this Agreement or an Attachment, no rights or licenses to either party's intellectual property are granted.

Term and Termination

This Agreement will begin on the date the last party signs and will remain in effect until terminated.

Either party may terminate this Agreement: without cause on at least ninety (90) days' notice to the other; or immediately for cause if the other is in material breach of this Agreement, provided the one who is not complying is given notice and reasonable time to remedy the breach. Any terms that by their nature extend beyond termination remain in effect until fulfilled, and apply to successors and assignees.

Compliance with Laws

Each party remains responsible for complying with laws, rules and regulations applicable to its business and its content, including applicable export and import laws and associated embargo and economic sanction regulations.

Governing Law

The parties agree to the application of the laws of the State of New York, United States, without regard to conflict of law principles. If any provision of this Agreement is invalid or unenforceable, the remaining provisions remain in full force and effect.

Non-Exclusive Relationship

This Agreement is nonexclusive. Either party may independently develop, acquire and market products or services that may be competitive with the other party's products or services and enter into similar agreements with others.

Independent Parties

Each party is an independent contractor, not the other's agent, joint venturer, partner, or fiduciary, and does not undertake to perform any of the other's regulatory obligations, or assume any responsibility for the other's business or operations. Each party is responsible for determining the assignment of its personnel and contractors, and for their direction, control, and compensation. Neither party will assume nor create any obligations on behalf of the other or make any representations or warranties about the other, other than those authorized.

Business Contact Information

Each party agrees to permit the other to process and store its business contact information of in connection with the performance of this Agreement wherever they do business.

Notices; Complete Agreement

All notices under this Agreement must be in writing and sent to the address below, unless a party designates in writing a different address. The parties consent to the use of electronic means and facsimile transmissions for communications as a signed writing. Any reproduction of this Agreement made by reliable means is considered an original. This Agreement supersedes any course of dealing, discussions or representations between the parties.

General

No right or cause of action for any third party is created by this Agreement or any transaction under it. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other except that either party may assign this Agreement in conjunction with the sale of all or a substantial part of its business that utilizes this Agreement. Neither party will bring a legal action arising out of or related to this Agreement more than two years after the cause of action arose. Neither party is responsible for failure to fulfill its obligations due to causes beyond its control. Each party will allow the other reasonable opportunity to comply before it claims the other has not met its obligations. Where approval, acceptance, consent, access, cooperation or similar action by either party is required, such action will not be unreasonably delayed or withheld.

This Agreement applies to IBM and Partner and is the complete agreement between the parties regarding the subject matter therein and replaces all other communications, whether oral or written. This Agreement may be changed only by a written amendment signed by both parties.

Agreed to: _____ (“Partner”)

Agreed to: **International Business Machines Corporation**

By _____
Authorized signature

By _____
Authorized signature

Name (type or print):
Title:
Email:
Mailing address:

Name (type or print):
Title:
Email:
Mailing address:



The terms of this Appendix are in addition to the terms of the Watson IoT Interoperability Program Agreement. All capitalized terms not defined herein shall have meaning given to them in that Agreement.

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 Partner, such as brochures, specifications, flyers, signs, advertisements, stationery, business cards and Web pages that refer to the Partner Integration. Except as may be specifically approved by IBM in writing, Marketing Materials shall not include the Partner Integration itself, Partner Integration packaging or ancillary or promotional items including but not limited to clothing, bags, glassware and writing instruments.
- **“Operations Guide”** means the “Mark Usage” section of the document IBM maintains which describes the trademark usage guidelines found [HERE](#).
- **“IBM Trademarks”** means the IBM owned titles, trademarks, registered trademarks and service marks identified in Exhibit A which Partner 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 Partner the right to use the IBM Trademarks, to issue Partner 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 Partner a worldwide, non-exclusive, nontransferable, royalty free, limited license and right to use the appropriate IBM Trademarks in its Marketing Materials related to each Validated Partner Integration for the purposes of identifying such Validated Partner Integration as interoperable with an IBM Maximo or IBM TRIRIGA branded IBM IoT Offering, provided that: a) the Validated Partner Integration has been validated by IBM as interoperating with an IBM Maximo or IBM TRIRIGA brand IBM IoT Offering; b) such use is in accordance with the terms specified in this Agreement and Operations Guide and c) Partner maintains such Validated Partner Integration’s interoperability with the IBM Maximo or IBM TRIRIGA branded IBM IoT Offering that was originally validated by Partner. For clarity, Partner is only licensed and permitted to use the IBM Trademark that corresponds with IBM Maximo or IBM TRIRIGA branded IBM IoT Offering that it’s Validated Partner Integration interoperates with. For example, if a Validated Partner Integration interoperates only with an IBM Maximo offering, the Partner may only use the IBM Maximo logo under this license.

2.2. Except as expressly provided herein with respect to the IBM Trademarks and Partner trademarks granted herein, neither party acquires any rights to the other party’s trademarks under this Agreement.

3. USE OF TRADEMARKS

3.1. IBM Trademarks may be used only as specified in the Operations Guide and only in connection with the Partner Integration. Partner may begin using the IBM Trademarks in its Marketing Materials in connection with a Partner Integration once it has been Validated by IBM.

3.2. Partner shall display and use the IBM Trademarks only in the form, manner and style required by the trademark guidelines specified in the Operations Guide or a Web site identified by IBM as modified from time to time by IBM. If requested by IBM, Partner shall provide at its own cost for IBM’s review and approval one complete copy of all Marketing Materials Partner 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 Partner’s use of such Marketing Materials. Should IBM object to any of the Marketing Materials, Partner 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 Partner's Web site and Marketing Materials and to request samples of Partner's Marketing Materials to monitor compliance with the trademark guidelines and Partner shall promptly provide at its expense such samples upon request. Partner 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 Partner 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 Partner's use of the IBM Trademarks.

3.5. Partner 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 Partner Integration or is the source of, manufactures or services them.

3.6. Except as permitted by this agreement and Operations Guide, Partner shall not make any use of the IBM Trademarks directly or indirectly, or use any marks confusingly similar thereto, and Partner may not under 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. Partner 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, Partner shall assist IBM in maintaining its IBM Trademark rights by providing, at no charge, examples of Partner's Marketing Materials which contain IBM Trademarks.

3.8. Partner shall insure that the Partner Integration bearing the IBM Trademarks comply with all applicable laws and regulations and meet or exceed any standards or requirements set forth in the applicable Operating Guidelines or Supplement. To the extent that the Partner Integration fails to meet or maintain industry standards for quality or otherwise do not comply with this Attachment or the applicable Operating Guidelines or Supplement or the Partner Integrations no longer interoperates with a IBM IoT Offering at the same level of quality as originally Validated, then upon notice from IBM, Partner shall cease using the IBM Trademarks on or in connection with or with respect to the Partner Integration and related Marketing Material until the deficiency is corrected.

3.9. Partner 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.

3.10. In addition, Partner shall: (i) always include trademark attribution where the IBM Trademarks are displayed or used; (ii) not create its own version of the IBM Trademarks; (iii) not make changes to the IBM Trademarks; (iv) not use the IBM Trademarks within the structure of a sentence, within a title, or in conjunction with another company's logo; (v) not use the IBM Trademarks in a manner that would likely to dilute, defame, disparage or harm the reputation of IBM; (vi) not use the IBM Trademarks in a way which may cause confusion as to the source or origin of the communication; and (vii) not use the IBM Trademarks on any promotional merchandise items.

EXHIBIT A – IBM TRADEMARKS

IBM Maximo Logo

IBM **Maximo**

IBM TRIRIGA Logo

IBM **TRIRIGA**

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