

General Terms and Conditions for IDC Research and Advisory Services

THIS AGREEMENT sets forth the general terms and conditions applicable to the performance of research and advisory services by DC (UK) Ltd. ("IDC").for you and your wholly-owned subsidiaries (collectively, the "Client").

The parties agree as follows:

1. Scope of Agreement The specific services IDC will provide for the Client (the "Services") and the professional fee to which IDC will be entitled are set forth in the attached IDC Contract (together with the Terms and Conditions contained herein, "the Agreement"), as it might be supplemented by agreement of the parties from time to time.

2. Work Product, Limitations on Use and Access

(a) IDC will be deemed to be the author of all research documents and work products, including without limitation studies, briefs, presentations, conference proceedings and inquiry responses, that IDC produces in performing the Services (the "Work Product"). Accordingly, IDC will own all right, title, and interest in and to them, including without limitation all copyrights and trade-secrets rights, except as specifically provided in this Agreement. The Client shall include on all copies of the Work Product it uses or distributes all IDC proprietary rights notices included or requested by IDC and, at IDC's request, shall sign any assignments or other documents necessary or appropriate to confirm IDC's copyright and ownership interests set forth herein.

(b) Under the terms of this Agreement, the Client is granted a license to use the data and information provided by IDC to support IT department development and strategic planning. This includes the right to quote or paraphrase individual sentences or occasional paragraphs, but not entire pages or chapters. The Client shall include on all copies of the Work Product it uses or distributes all IDC proprietary rights notices included or requested by IDC. For these purposes "internal" use is distinguished from external use and means uses intended only to serve the information needs of the Client itself (as distinguished from its suppliers, affiliates, and customers) and only to be seen by the Client's officers and employees obligated to treat such information as confidential.

(c) External usage and distribution privileges is subject to the express written permission from the appropriate IDC Research Vice President or Country Manager, which permission shall not be unreasonably withheld. In such cases, the Client will provide a copy of the precise proposed wording or document to enable IDC to gauge the full context of the usage, and ensure its accuracy, currency, use in context, and proper attribution.

(d) The Client represents that it has or will put in place procedures to promote compliance with the above restrictions; that it will monitor compliance from time to time on its own and as requested by IDC; and that in the event of a breach or alleged breach of these restrictions it will notify IDC promptly, take reasonable corrective measures (in consultation with IDC), and provide IDC with access and cooperation to enable IDC to audit compliance.

3. Use of IDC Name, Trademarks, and Logo Absent the prior written consent of IDC, the Client shall not use the name, trademarks, or logo of IDC in any materials, publicity releases, advertising, or any other external publications or communications, whether oral or written.

4. Conflict of Interest IDC may provide services for or on behalf of any other individual, corporation, or organization, and may advertise and represent its services as being so available.

5. Confidentiality Each party will protect information received from the other in writing that is marked "confidential" or "proprietary" from transfer or disclosure to others by use of the same measures that it uses (but no less than reasonable measures) to protect its own proprietary information. This does not

include information that is already known to the receiving party at the time of disclosure, or that that party develops independently or obtains from a third party without any restriction on disclosure or transfer or that has been publicly disseminated without fault of the receiving party.

6. Exclusion of Warranties and Liabilities

(a) IN PROVIDING THE IDC CONTENT AND/OR SERVICES, IDC SHALL USE ITS REASONABLE EFFORTS TO PROVIDE INFORMATION THAT IS ACCURATE. HOWEVER, IDC MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED, AND DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION IS ERROR-FREE OR THAT THE INFORMATION WILL ENABLE CLIENT TO ACHIEVE ANY PARTICULAR BUSINESS RESULT. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IDC MAKES NO WARRANTIES WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT, AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(b) IDC is not liable for any loss or damage claimed to have resulted from the use by, or on behalf of, the Client of any information or material furnished by IDC (including the Work Product), regardless of the circumstances or cause of action, and the Client shall hold IDC harmless from, and indemnify it for, any loss, cost, or expense including reasonable attorneys' fees, suffered or incurred as a result of, or in connection with, any claim, suit, or action by the Client or any third party relating to that use unless attributable to IDC's gross negligence or willful misconduct. In no event will IDC be liable for any indirect, special, incidental, consequential, or exemplary damages, even if IDC was advised of the possibility of such damages, or for any damages in excess of the amount actually received by IDC under this Agreement as of the date when the cause of action accrued, unless attributable to IDC's gross negligence or willful misconduct.

7. Termination The Client cannot terminate this Agreement or the limitations set forth herein on the use of IDC information and materials for any reason. Either party may terminate IDC's obligations to render Services, effective on a future date, if the other party breaches any material obligation under this Agreement and fails to remedy the breach within ten (10) calendar days in the case of a failure to pay money, or thirty (30) calendar days, in all other cases, after the receipt of notice to that effect. Upon any termination or expiration of this Agreement, (i) the Client shall pay IDC for the Services performed, materials expended, and costs incurred by IDC prior to termination, and (ii) all limitations set forth herein on the use of IDC information and materials shall continue to apply.

8. Alternative Dispute Resolution If a dispute arises between IDC and the Client, then, prior to either party pursuing other remedies (including, without limitation, litigation), IDC and the Client agree they will meet, at a mutually acceptable time and place, no later than twenty (20) days after either receives written notice of a dispute. Each party shall be represented at the meeting by individuals with authority to settle the dispute. At the meeting, IDC and the Client shall attempt in good faith to negotiate a resolution of the dispute. If the parties are not successful in resolving of the dispute, they may, but need not, agree to the appointment of a neutral person to facilitate a resolution. Nothing in this paragraph shall preclude either party from seeking interim or provisional relief in the form of a temporary restraining order, preliminary injunction, or other equitable relief concerning the dispute at any time, if the party deems such action necessary to protect its legitimate interests.

9. Miscellaneous

(a) IDC will not be liable for, and is excused from, any failure to render services due to any cause beyond its reasonable control, such as a catastrophe of nature, governmental action, computer viruses and failures, acts of state, terrorism, labor difficulties, or nonperformance of a supplier.

(b) In case CIO Advisory is a component of Agreement, IDC reserves the right to substitute an equally qualified CIO Advisor for the Advisor profiled in this Agreement, in case the profiled Advisor is not available to provide services to Client.

(b) Neither party may assign this Agreement without the written consent of the other party, except that either party may assign it to a corporation or organization to which it conveys substantially all of its assets, into which it is merged, or with which it is consolidated, provided (i) the Client shall remain obligated for all payment and other obligations under this Agreement, and (ii) the assignee expressly accepts and agrees to be bound by this Agreement in writing.

(c) All notices provided for in this Agreement shall be in writing, addressed to the particular party at the respective address set forth in the Contract or to such other addresses as may be designated by that party by notice.

(d) This Agreement, which includes the Contract and the General Terms and Conditions stated herein, sets forth the complete agreement between the parties relating to its subject matter as of the date hereof. Except as specifically provided otherwise, no alteration or modification of any of the provisions of this Agreement will be binding on a party unless evidenced by a written amendment signed by that party. However, if a Master Service Agreement exists between the parties, it shall remain in effect and shall supercede any inconsistent terms or conditions of this Agreement, unless specifically terminated or made subject hereto.

10. IDC PROPOSALS, AUTHORIZATION LETTERS AND AGREEMENTS, INCLUDING ALL PRICING AND TERMS, ARE CONFIDENTIAL AND MAY NOT BE REDISTRIBUTED OR DISCLOSED TO THIRD PARTIES.