TSANET, INC.

CODE OF CONDUCT

Pursuant to the Bylaws adopted by TSANet, Inc., a Delaware corporation ("**TSANet**"), members of TSANet and each of such member's wholly owned subsidiaries or affiliates as designated on the Membership Form (each member and its wholly owned subsidiaries or affiliates hereinafter collectively referred as a "**Member**") and TSANet, Inc. agree to be bound to the terms and conditions of this Code of Conduct (the "**Code).**

IF YOU ARE WILLING TO BE BOUND BY ALL THE TERMS OF THIS CODE OF CONDUCT (THE "**CODE**"), YOU WILL INDICATE ACCEPTANCE BY SELECTING THE "**ACCEPT**" BUTTON AT THE BOTTOM OF THIS CODE OF CONDUCT. IF YOU ARE NOT WILLING TO BE BOUND BY ALL THE TERMS, YOU WILL SELECT THE "**DECLINE**" BUTTON AT THE BOTTOM OF THIS CODE OF CONDUCT AND THE MEMBER APPLICATION PROCESS WILL NOT CONTINUE.

Participation in one or more member relationship(s) is defined at the Company and Department level as designated by Member in the documentation completed by the Member for use in the TSANet Database, which shall supplement this Code.

Prior Versions of the Code

This Code supersedes all prior oral or written Codes of Conduct between or among TSANet and Member, except to the extent specifically referenced in an amendment executed by Member and TSANet or as otherwise approved by an affirmative vote of the Board of Directors of TSANet under the terms and conditions of the TSANet Bylaws and this Code. Member and TSANet agree that this Code is a binding document controlling membership in each TSANet relationship and its associated services in which Member participates (each a "**Relationship**"). This Code may be further amended in accordance with the TSANet Bylaws.

1. Objectives

TSANet has adopted this Code as part of its efforts to provide one or more voluntary support Relationship(s) between its members' technical support organizations. The objective of TSANet is to create and develop a support relationship that will benefit common customers, providing comprehensive, consistent, isolation and/or resolution of multi-vendor issues.

TSANet does not limit any internal support strategies or requirements of members nor will it establish or otherwise influence the cost of providing support to members' customers. TSANet does not limit any vendor centric support alliances between any of the members, but may serve as a basis for establishing vendor centric alliances under the TSANet guidelines established by the organization, as amended from time to time. Members of one or more Relationships, at their discretion and approval, may enter into other agreements utilizing the TSANet Relationship infrastructure.

2. Services Available

2.1 Services Available

The relationships between members will be defined by the specific addendum created to define a relationship ("**Relationship Addendum**") and any specific addenda executed by the members to be applicable within a specific group (open or closed) or private Relationship.

Group Relationships. *(Open and Custom)*. Members may create addendums to define either Open Group Relationships within the TSANet group infrastructure or Custom Group Relationships within or outside the group infrastructure. Each Relationship Addendum may include provisions regarding confidentiality in such form as members may agree.

Private (Custom Group) Relationships. Members may create addendums to define a Private Relationship between such member and other member(s) either within or outside of the TSANet group infrastructure to which it is a member.

Host. General Members may host one or more Custom Relationships. As a Host, the member determines the elements of the relationship and its participants.

Sponsor. A Sponsor is a General Member who sponsors Affiliated Members into a single Open Group Relationship.

Limited Relationships. Members may create addendums to define a hosted relationship specific to the host and Limited Member. TSANet does not determine or verify whether a [Limited or Affiliated as the case may be] Member provides or is capable of providing the level of service required of any member in a hosted Relationship.

Affiliated Relationships. Members may utilize existing addendums to define a Sponsored relationship between Sponsor and member. TSANet does not determine or verify whether a [Limited or Affiliated as the case may be] Member provides or is capable of providing the level of service required of any member in a hosted Relationship.

2.2 Co-operative Support

(a) *Member Support Relationship*. Member is required to establish a support relationship for the purpose of facilitating communication, isolation and/or resolution of mutual customer problems. Member will abide by the specific Relationship Addendum of TSANet pertaining to the support relationship, including specific addendums or contracts (as mutually agreed in writing by applicable members) as defined by each service offering. No Relationship Addendum shall further limit the liability of Member to TSANet arising from participation in the Relationship which is the subject of the addendum in derogation of this Code of Conduct or the License.

(b) *General Call Handling Procedures*. Member is required to adhere to this Code and applicable Relationship Addendum and the appropriate policy and procedures documentation to establish a means of communication between itself and other members.

(c) *Business Contact*. Member must designate a business contact for the

purposes of communicating with TSANet for business other than general customer support.

(d) *Public Use*. Confidential Information defined as such in Section 7 below shall not be published, disclosed or used by TSANet except as otherwise permitted in accordance with the terms and conditions specified in Section 7 of this Code of Conduct or with Member's prior written consent, including consent by electronic means.

(e) *Problem Resolution*. Member and TSANet agree that once a TSANet escalation event or member's customer problem has been resolved by or between members, a description of the problem and the specifics of the resolution of such problem shall not be made available by TSANet to its members and may not be published by TSANet to the industry as a whole without the prior written consent of the members involved in the resolution of the problem. TSANet shall not, however, be liable or responsible for one member disclosing the confidential information of another one or more members, even if in connection with activities of such member in TSANet subject to TSANet's compliance with the terms specified in Section 7.0 below.

2.3 Marketing

Each member may promote its own membership in the TSANet as it deems appropriate in keeping with the guidelines set forth in the TSANet Press Policy.

TSANet shall have the sole right to determine the terms upon which any member may 1) use or depict the TSANet logo, 2) use the TSANet logo in press relations, 3) use the content of any TSANet literature, and 4) distribute TSANet marketing materials. Members shall use any TSANet trademarks, service marks, and logos only in strict accordance with the then-current TSANet Trademark Usage Guide, as published on the TSANet website. TSANet shall have the right to publish, post and stream the Member's name and the company logo (as provided to TSANet by Member from time to time, and subject to any limitations upon such use as Member shall disclose to TSANet) in the Database, in internal communications to members, and in presentations to prospective members unless otherwise agreed between Member and TSANet; provided, however, that Member shall have the right at any time to terminate TSANet's use of Member's name and the company logo by providing written notice to TSANet. If Member provides such written notice to TSANet, TSANet shall promptly cease all use of Member's name and company logo. Use of Member's name and logo in press releases or public communications shall be in accordance with the TSANet Press Policy to the extent that such policy does not conflict with Member's trademark and logo usage guidelines or other Member limitations as disclosed directly to TSANet staff. Press releases or external public communications issued by TSANet which make reference to a Member and which discuss the Member beyond the fact of its membership in TSANet must also be approved by the Member Company, the Marketing Committee or the designated representative of TSANet, who in the absence of any such designation shall be the TSANet President. TSANet reserves the right to approve Member Company materials and press releases that reference the TSANet organization. Members are required to notify TSANet prior to publication of press documents outside the guidelines published in the TSANet Press Policy.

Closed Group and Private Relationships are posted in a secure area of the TSANet database, and are confidential. Information regarding any Closed Group or Private Relationship shall be maintained and disclosed in accordance with the agreements between Member and TSANet regarding each such relationship.

2.4 Trademark License

During the continuance of Member's membership in TSANet, TSANet shall procure the grant of, and the Member shall accept, a non-exclusive license to use the TSANet logo (the "**Licensed Trademark**"), in connection with marketing and/or distribution of Member's products and services in accordance with TSANet's Trademark Usage Guide, which may be modified from time to time.

A Member's right to use the Licensed Trademark shall cease immediately upon termination or cancellation of Member's membership. Member shall conduct business solely under its own name and shall not use any TSANet trade names. Member shall not attach or combine any additional trademarks or trade designations to the Licensed Trademark or overprint, modify or revise the Licensed Trademark without the prior written consent of TSANet. Member acknowledges TSANet's superior rights to control and use TSANet's trade names and/or trademarks (including the Licensed Trademark) and the goodwill attaching to its trade names and or trademark (including the Licensed Trademark), and that any goodwill which accrues in TSANet's trade names and/or trademarks (including the Licensed Trademark) due to such Member's use, shall for all purposes be TSANet's property subject to such license. Member shall not contest the TSANet trade name or Licensed Trademarks nor shall Member make application for registering any TSANet trademark without TSANet's express written consent. Member shall, upon TSANet's reasonable request, provide TSANet with copies of all materials, including brochures, websites or other marketing materials, that incorporate any TSANet trademark, so that TSANet may determine Member's compliance with this Code and the TSANet Trademark Usage Guide.

Member agrees that it shall promptly notify TSANet in writing of any known or suspected unauthorized uses of the TSANet trade name or trademarks (including the Licensed Trademark. TSANet agrees to notify Member of the termination of Member's right to use the Licensed Trademark within a reasonable time of Member's termination or cancellation, which notice shall be provided to Member in accordance with the last known contact information provided to TSANet by Member. Such Notice of termination or cancellation of Member's membership in TSANet shall immediately and without further notice or act also terminate the Member's right to use of the TSANet Licensed Trademark. TSANet shall have the sole right to determine whether or not any action shall be taken on account of use of the TSANet logo by TSANet or others; provided however that no member shall institute any proceedings or take any action on account of such use by others except with TSANet's prior written consent, and TSANet shall not commence any proceedings in the name of any Member except with the prior written consent of any Member in whose name TSANet desires to commence any such proceedings.

3. Independent Contractor Relationship

Member and TSANet acknowledge that they are each an independent contractor and neither Member nor TSANet will represent themselves as an agent or legal representative of the other or any other member. TSANet has been organized as a corporation not-for-profit in the United States. Nothing contained herein shall be construed or implied to create the relationship of partnership or anything more than membership in TSANet, which is a trade organization.

4. Disclaimer of Warranties

Except for any limited warranties contained in the Database License and Member Acceptance Agreement, as amended from time to time in accordance with the terms specified in Section 16 of such agreement, TSANet makes no warranties or representations of any kind with respect to the Database, Software, support or other services provided hereunder, including all implied warranties of merchantability/satisfactory quality and fitness for a particular purpose, if any.

5. Competition

5.1 Anti-competitive Activities. It is TSANet's policy that all activities must be carried out in full compliance with applicable anti-competitive laws. In pursuance of this objective, TSANet has established comprehensive policies to avoid such anti-competitive activities through:

(a) carefully defining and limiting the scope of its activities to technical support services to customers; and

(b) establishing guidelines and procedures governing communication between TSANet and its members and member to member.

5.2 Guidance. TSANet has adopted the TSANet Competition Compliance Policy Manual, which TSANet has and will make available to Member cautioning against anticompetitive activities and Member shall make the TSANet Competition Compliance Policy Manual available to each and every employee who will communicate with other members or representatives of TSANet. TSANet shall endeavor to facilitate compliance, by members, with any guidance issued by it to members. TSANet may periodically provide updates to the TSANet Competition Compliance Policy Manual, briefings and training to its members, directors and officers and to each and every employee of TSANet cautioning against anti-competitive activities.

5.3 Violation. Any employee of TSANet who promotes anti-competitive activities prohibited by this Code will be subject to discipline and probable removal from TSANet, and any employee or representative of Member who promotes anti-competitive activities prohibited by this Code will be subject to discipline by Member and/or probable removal of Member from or participation in TSANet.

6. General Terms

6.1 Assignment and Delegation. Member may not assign or delegate all or any portion of its membership rights or obligations without prior written consent of TSANet, which consent shall not be unreasonably withheld, denied or delayed, except in connection with a merger, reorganization or acquisition involving the Member in which the successor accepts the responsibilities and liabilities of the Member. However, Member may, without TSANet consent, engage third parties, such as outsourcers to help fulfill technical support obligations to end users, and may ask such outsourcers to work with Member on information sharing about cases, problems and resolution of support events in the context of a TSANet Membership activity. In such instances, this limitation on assignment and delegation shall not prohibit such activity, and Member's engagement of the third party or outsourcers shall be regarded as an extension of Member's support personnel, subject however in all respects to the Member requirements for participation in TSANet, and all membership duties, responsibilities, and processes.

6.2 Notices. Any notice to be delivered to Member or to TSANet shall be in writing and may be delivered in person or may be sent by mail (including electronic mail by electronic means), courier, express mail, facsimile or prepaid registered or recorded delivery post addressed:

(a) in the case of Member, to the address specified in its application for membership in TSANet or any group (the "**Application for Membership**") or such other address as may be provided by Member to TSANet; and

(b) in the case of TSANet to

TSANet, Inc.
9401 Indian Creek Pwky., STE 180
Overland Park, KS 66210

6.3 Force Majeure. Member shall not be liable for its failure to perform any of its membership obligations or any other obligations arising hereunder during any period in which such performance is directly affected by causes beyond its reasonable control, including fire, explosion, flood, storm, or other such similar calamities, labor disputes, embargo, civil commotion, war, riot, governmental regulations and controls, casualty, or inability to obtain materials or services.

7. Confidentiality

7.1 Confidential Information. **Confidential Information**" is non-public information in any form that is designated as "**confidential**" or that, under the circumstances surrounding the disclosure, ought in good faith to be treated as confidential. It includes TSANet Member contact information; information regarding TSANet Custom or Limited group relationships; and information shared during the problem isolation or resolution process.

Confidential Information shall not include, or shall cease to include, as applicable, information or materials that (i) were generally known to the public through no fault of the receiving party; (ii)

were rightfully known to the receiving party prior to its receipt thereof from the disclosing party; (iii) the receiving party lawfully received from a third party without that third party's breach of agreement or obligation of trust; or (iv) are independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

Either party may provide suggestions, comments or other feedback to the other with respect to the other's products and services. Feedback is voluntary and shall not be considered Confidential Information. The party receiving feedback may use it for any purpose without obligation of any kind except that the party receiving feedback will not disclose the source of feedback without the consent of the party providing it.

7.2 Restriction on Disclosure and Use of Confidential Information.

7.2.1 Each Member agrees that it will only use Confidential Information in furtherance of TSANet's objectives, and will not disclose Confidential Information to another member or to any third party without the disclosing member's express written consent to such disclosure, subject to the following:

7.2.1.1 Member Information (Database)

In respect to the TSANet member database, Member agrees to make contact information available to TSANet for access by TSANet and other members in the TSANet database in furtherance of TSANet objectives. TSANet shall have the right to notify members of periodic updates, meetings, events, membership changes and database compliance issues by use of the Confidential Information for membership purposes.

7.2.1.2 Custom Group & Limited Groups

TSANet and the Member hosting the group relationship (the "**Host**") agree that all information regarding Custom or Limited groups relationships are Confidential Information, unless the Host agrees in writing that TSANet may disclose information regarding such relationship(s) as a part of the joining process, or via written consent, which may be by electronic means.

7.2.1.3 Subcontractors

Members may disclose Confidential Information to their authorized subcontractors who have a need to know Confidential Information in furtherance of TSANet objectives, provided that the subcontractor is required to protect the Confidential Information on terms consistent with this Code and the Member accepts responsibility for its subcontractor's use of Confidential Information.

7.2.2 Each Member agrees to take reasonable steps to protect the Confidential Information disclosed to it, which steps shall be at least as protective as those that the Member takes to protect its own Confidential Information.

7.2.3 This section 7 does not require a Member to restrict work assignments of

its representatives who have had access to Confidential Information. A Member cannot control the incoming information that another will disclose to it in the course of working together, or what its representatives will remember, even without notes or other aids. Members agree that use of information in representatives' unaided memories in the development or deployment of such Member's respective products or services does not create liability under this Code or trade secret law, and Members agree to limit what they disclose to each other accordingly.

7.2.4 Each Member agrees to notify the disclosing Member promptly upon discovery of any unauthorized use or disclosure of Confidential Information and to cooperate with the disclosing Member to help regain control of the Confidential Information and prevent further unauthorized use or disclosure.

7.2.5 The receiving Member may disclose the disclosing Member's Confidential Information pursuant to a valid judicial or governmental order, provided that, prior to such disclosure, the receiving party shall notify, and reasonably cooperate with, the disclosing party in advance so that the disclosing party may have an opportunity to request a protective order, confidential treatment or other available protection.

7.2.6 Expression of intent. Members and TSANet, if applicable, desire that all information shared during the problem isolation and/or resolution process is treated as Confidential Information, unless the disclosing member(s) agrees in writing that TSANet may disclose such information. Absent agreement from any other members involved in the problem resolution, no Confidential Information of such other member may be divulged as part of such disclosure.

Notwithstanding anything herein to the contrary, the restrictions on disclosure and use set forth herein shall not restrict or limit the right of the receiving party to (a) independently design, develop, acquire, market, service or otherwise deal in, directly or indirectly, products or services competitive with those of the disclosing party; or (b) assign personnel for any purpose.

7.3 Warranty and Ownership – The disclosing party warrants that it has the right to disclose Confidential Information. **EXCEPT AS STATED HEREIN, THE DISCLOSING PARTY MAKES NO OTHER WARRANTIES, AND CONFIDENTIAL INFORMATION IS PROVIDED ON AN "AS IS" BASIS.** All Confidential Information disclosed hereunder shall (i) remain the property of the disclosing party; and (ii) be promptly returned to the disclosing party, or destroyed by the receiving party, when so specified by the disclosing party. Notwithstanding the foregoing, TSANet shall in any event have the right, but not the obligation, to retain invoice and payment information concerning member as specified in Section 8 of the Database License and Member Acceptance Agreement, or as may otherwise be required by law. No license under any patent or other intellectual property right is granted or conveyed hereby or by any disclosure of Confidential Information made hereunder. Both parties shall comply with and obtain all authorizations required by U.S. export control laws and all related regulations.

7.4 Limitation of Liability – TSANet shall not be liable or responsible for one

member disclosing the Confidential Information of another one or more members, even if in connection with activities of such member in TSANet. In addition, NEITHER TSANET NOR MEMBER SHALL BE LIABLE TO THE OTHER OR ANY OTHER MEMBER OR THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT AND/OR SPECIAL DAMAGES FOR ANY CLAIMS ARISING FROM OR IN ANY WAY CONNECTED WITH THIS SECTION 7 OF THE CODE, EVEN IF THE POSSIBILITY OF SUCH DAMAGES IS, OR SHOULD HAVE BEEN, KNOWN.

7.5 Each member accepts this Code including, without limitation, the unmodified confidentiality terms and conditions in this Section 7 prior to the disclosure of any Confidential Information to such member. **Once accepted, the confidentiality provisions may only be modified as provided in this Code.** TSANet hereby assigns to the applicable disclosing member a right to enforce the confidentiality obligations, terms and conditions specified in this Section 7 directly against any other member

8. Binding Effect. This Code of Conduct, as amended from time to time: i) by the mutual written consent (including electronic mail or by other electronic means) **of Member and TSANet in an Addendum, as provided by the Bylaws**, or ii) as otherwise approved by an affirmative vote of the Board of Directors of TSANet under the terms and conditions of the TSANet Bylaws and this Code, shall be governed by the laws of the State of Kansas, and shall be binding upon TSANet and Member and its participating affiliates.

9. Order of Precedence for Certain Matters. The provisions of Article 7 of this Code of Conduct entitled Confidentiality, and the limitation of liability set forward in Section 7.4 of this Code of Conduct shall control with respect to any claims, liabilities or losses arising out of or related to the terms, conditions or confidentiality obligations specified in Article 7 above, and shall take precedence over any language that would grant more liberal rights of recovery or relief under any other document or Relationship Addendum with respect to liability of a Member concerning or related to Confidentiality set out herein, but with regard to all other matters, the Limitation of Liability as set forward in the License Agreement shall control.

By signifying acceptance below, Member agrees to be bound to the terms of this Code of Conduct, intends to submit Member's acceptance to this Code to TSANet, and agrees to the terms of participation in the TSANet organization respecting membership and conduct as such terms are specified in this Code of Conduct.

<ACCEPT>

By signifying that the Member declines below, the membership process will not continue.

<DECLINE>

For inquiries or questions, please contact: TSANet, Inc. 9401 Indian Creek Parkway, Suite 180, Overland Park, Kansas, 66210, U.S.A./or call: 913.345.9311/ or e-mail: dennis@tsanet.org.