Third Party Code in Cognitive Products

Effective starting: January 19, 2015

This is a supplement to the Cognitive Customer Agreement (the "**Agreement**") and is included in the Agreement. Any capitalized terms used but not defined below have the meanings in the Agreement. The Products contain code and libraries that we license from third parties. Some of these licenses require us to flow certain terms down to you.

1. Open Source Software in the Products. The Products include components subject to the terms and conditions of "open source" software licenses. To the extent applicable, we will identify open source software included in a Product in or through the Product itself. Some of these licenses require us to provide the open source software to you on the terms of the open source license instead of the terms of the Agreement. In that case, the terms of the open source license will apply, and you will have the rights granted in such licenses to the open source software itself, such as access to source code, right to make modifications, and right to reverse engineer. Notwithstanding the foregoing, if you are using the Products in the form provided to you, in accordance with your permitted Scope of Use, with no distribution of software to third parties, then none of these open source licenses impose any obligations on you beyond what is stated in the Agreement.

2. Commercial Third Party Code in the Products.

2.1

The Products also include components that we license commercially from third parties ("**Commercial Components**"). For the avoidance of doubt, all of the restrictions for the Products in the Agreement also apply to Commercial Components. Commercial Components are also subject to some additional requirements as set forth below.

2.2

You may use Commercial Components only in conjunction with, as part of, and through the Products as provided by Cognitive. You may not install, access, configure or use any Commercial Components (including any APIs, tools, databases or other aspects any Commercial Components) separately or independently of the rest of the Product, whether for production, technical support or any other purposes, or otherwise attempt to gain direct access to any portions of the Commercial Components, or permit anyone else (including your customers) to do any of these things.

2.3

Some Commercial Components may include source code that is provided as part of its standard shipment. Commercial Component source code will be governed by the terms for Commercial Components in this supplement and not the provisions of the Agreement. Accordingly, notwithstanding any other terms of the Agreement, you may not modify any Commercial Components. You will be financially responsible to the applicable third party licensor ("**Commercial Component Licensor**") for all damages and losses resulting from your or your Authorized User's breach of this Section. You may not "benchmark" or otherwise

analyze performance information for individual Commercial Component elements.

2.4

You understand that the applicable Commercial Component Licensor retains all ownership and intellectual property rights to the Commercial Component. Commercial Component Licensors (and any other third party licensors of any components of the Products) are intended third party beneficiaries of the Agreement with respect to the items they license and may enforce the Agreement directly against you. However, to be clear, Commercial Component Licensors do not assume any of Cognitive's obligations under the Agreement.