**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

DEVON IT, INC. 1100 First Avenue King of Prussia, PA 19406	:	
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	:	
and	:	Civil Action No.
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DEVON AD TECH, INC. 1100 First Avenue King of Prussia, PA 19406	:	
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	:	**JURY TRIAL DEMANDED**
and	:	
	:	
DEVON IT (EUROPE), LTD. c/o John P Greely & Company Mill House, Millbrook, Naas County Kildare, Ireland	:	
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Plaintiffs,	:	
	:	
v.	:	
	:	
INTERNATIONAL BUSINESS MACHINES CORPORATION a/k/a IBM CORPORATION 1 New Orchard Road Armonk, NY 10504	:	
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and	:	
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THOMAS M. S. BRADICICH 7506 Apex Barbecue Road Apex, NC 27502	:	
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and	:	
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BERNARD S. MEYERSON 80 Wellington Court Yorktown Heights, NY 10698	:	
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and	:	

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JAMES A. GARGAN                         :
PO Box 12195                            :
3039 Cornwallis Rd.                     :
Research Triangle Park, NC  27709       :
                                        :
        and                             :
                                        :
RODNEY C. ADKINS                        :
2932 Millwood Drive                     :
Greenwich, CT 06831                     :
        Defendants.                     :
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COMPLAINT

Plaintiffs, Devon IT, Inc. ("Devon IT"), Devon AD Tech, Inc. ("Devon AD"), and Devon

IT (Europe), Ltd. ("Devon Europe") (collectively "Devon") bring this Complaint against the

Defendants, International Business Machines Corporation a/k/a IBM Corporation ("IBM"),

Thomas M.S. Bradicich ("Bradicich"), Bernard S. Meyerson ("Meyerson"), James A. Gargan

("Gargan"), and Rodney C. Adkins ("Adkins") (Bradicich, Meyerson, Gargan and Adkins are

referred to collectively as the "RICO Defendants"), and aver, upon information and belief, as

follows:

PRELIMINARY STATEMENT

1.   The RICO Defendants are responsible for orchestrating a wide-spread Ponzi

scheme, in violation of the Racketeer Influenced and Corrupt Organizations Act ("RICO"), over

a period of nearly five years involving the direct solicitation of $12 million in investment money

from Devon for two information technology projects that Devon agreed to fund based on the

RICO Defendants' deceptive representations and revenue projections. As part of their scheme,

the RICO Defendants intentionally misrepresented the market potential of the products they

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touted and continued to demand funding from Devon – an admittedly smaller company with less

resources than IBM – even after the RICO Defendants secretly cancelled at least one of the

subject development projects. To entice Devon to continue its relationship with IBM, and to

continue the flow of funds from Devon to IBM's hardware division ("STG" or the "Systems and

Technology Group"), the RICO Defendants engaged in a pattern of deception successfully

designed to mislead Devon into believing that its failing relationship with IBM would continue

to expand.

2.   In reality, upon information and belief, instead of using the more than

$12,000,000 invested by Devon for the projects that Devon agreed to fund, the RICO Defendants

used a substantial portion of Devon's investment money to inflate the earnings of STG, to fund

other projects with other business partners, or for some purpose other than for the benefit of the

projects involving Devon. While leading Devon down this road of deceit and as part of their

scheme, the RICO Defendants improperly included the funding provided by Devon on the

financial reports of STG, thereby exaggerating its performance.

3.   The practices described above are believed to be part of a pattern of deceptive

practices pursuant to which the RICO Defendants enter into development agreements with serial

investment partners with no real intention of completing the development of the projects. Even

though the RICO Defendants know that the development projects have no realistic prospect of

completion, the RICO Defendants still require their development partners to continue to invest in

those projects. To keep the scheme alive, the RICO Defendants must continue bringing in new

development partners so that money invested by the new partners can pay their obligations to

prior development partners.

4.   Defendants engaged in the Ponzi scheme outlined above for their own personal benefit, to increase reported revenue in STG, in which the RICO Defendants work. At relevant times during 2008 and until February 2009, these individuals were under the formal direction and control of former Senior Vice President, Robert Moffat ("Moffat"). Moffat served at Senior Vice President and Group Executive, Systems and Technology Group at IBM, during 2008 and early 2009. Moffat was recently indicted and plead guilty to securities crimes in connection with his position as an officer at IBM, and as the head of the STG division. Moffat has admitted to federal crimes of conspiracy to commit securities fraud (Count I) and securities fraud (Count II), and is scheduled to be sentenced in July 2010. *United States v. Robert Moffat, Jr.,* 10 Crim. 270 (S.D.N.Y.).   The SEC has also brought a proceeding against Moffat for his unlawful actions while the head of STG. *Securities and Exchange Commission v. Danielle Chiesi, Mark Kurland and Robert Moffat*, 09-MJ 02307-UA-3 (S.D.N.Y.). Before his arrest and guilty plea, Moffat was responsible for selling off IBM's hardware division to Lenovo and was well known for his brash and intimidating management style.

5.   STG is the least profitable division within IBM. As press reports have documented, including a January 2010 New York Times article by Steve Lohr, IBM since the 1990's has steadily shifted its business model away from hardware and manufacturing and toward a focus on software and services sales. Indeed, according to that article, services and software now account for more than 80% of IBM's business. Moreover, since 2002, IBM has spent more than $25 billion on dozens of acquisitions, nearly all of which were software and services related companies. Finally, this shift in IBM's attention away from hardware

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development has been fueled by, *inter alia*, the introduction of smartphones, increased use in personal computers for work purposes and ever expanding corporate databases.

6.   Despite this radical change in its business model, upon information and belief, as part of the STG division, the RICO Defendants were still required to meet strict quarterly revenue targets within IBM to keep their jobs and to ensure the continued receipt of lucrative salaries, bonuses and/or distributions from IBM. The RICO Defendants used STG as the enterprise through which they carried out their racketeering activities. Over a five-year period through numerous meetings, telephone calls, emails and letters, the RICO Defendants promoted this enterprise to benefit themselves (and IBM) through illegally obtained funding and related investments that were procured by deception, artifice and fraud. By fraudulently enticing Devon to enter into the one-sided contracts described in detail below, the RICO Defendants could guarantee that they would meet their division's aggressive profit requirements and then use those very agreements to mask and shield their liability for this racketeering enterprise. Devon brings this Complaint to hold the RICO Defendants liable for their unlawful and disruptive actions, and to hold IBM liable for its contribution to the maintenance and success of the enterprise, all as detailed below.

THE PARTIES

7.   Plaintiff, Devon IT, is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania and it maintains its principal place of business at 1100 First Avenue, King of Prussia, Pennsylvania 19406.

8.   Plaintiff, Devon AD, is a corporation organized and existing under the laws of the State of Delaware and it maintains a principal place of business at1100 First Avenue, King of Prussia, Pennsylvania 19406.

9.   Plaintiff Devon Europe is a limited company organized and existing under the laws of Ireland and it maintains a principal place of business at Mill House, Millbrook, Naas, County Kildare, Ireland.

10.   Defendant, IBM, is a corporation organized and existing under the laws of the State of New York and it maintains a principal place of business at 1 New Orchard Road, Armonk, New York 10504.

11.   Defendant, Bradicich, is an individual with a residential address at 7506 Apex Barbecue Road, Apex, North Carolina. At all times material hereto and continuing through the present, Bradicich has been employed by IBM as an IBM Fellow and Vice President, Systems Technology IBM Rack, Blade & x86 Servers.

12.   Defendant, Meyerson, is an individual with a residential address at 280 Wellington Court, Yorktown Heights, New York 10698. At all times material hereto and continuing through the present, Meyerson has been employed by IBM as an IBM Fellow and Vice President, Strategic Alliances and Chief Technology Officer, IBM Systems and Technology Group.

13.   Defendant, Gargan, is an individual with a business address at PO Box 12195, 3039 Cornwallis Road, Research Triangle Park, North Carolina, 27789. At all times material hereto, Gargan was employed by IBM as Vice President, Brand Executive System x and BladeCenter, and he was subsequently transferred to another position.

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14.   Defendant, Adkins, is an individual with a residential address at 2932 Millwood Drive, Greenwich, Connecticut 06831. At all times material hereto, Adkins was employed first as Senior Vice President, Development and Manufacturing, Systems and Technology Group, and then he was promoted in October, 2009 to Senior Vice President, Systems and Technology Group after Moffat was indicted.

JURISDICTION AND VENUE

15.   This Court also has jurisdiction over the subject matter and the Defendants pursuant to the Racketeer Influenced and Corrupt Organizations Act ("RICO") 18 U.S.C. § 1961 *et seq.*, specifically, 18 U.S.C. § 1864(c) and (d). Supplemental jurisdiction applies pursuant to 28 U.S.C. § 1367 because the state law claims are so factually related to the RICO claims that they form part of the same case or controversy under Article III of the U.S. Constitution.

16.   This Court also has subject matter jurisdiction over this action pursuant to 28 U.S.C. §1332(a) because there is diversity of citizenship and the amount in controversy exceeds $75,000 exclusive of interest and costs.

17.   This Court has personal jurisdiction over Defendants under 42 Pa.C.S. §§ 5301 *et seq.* and 5322 and the United States Constitution because the Defendants have transacted business within the Commonwealth of Pennsylvania and Eastern District of Pennsylvania and purposefully availed themselves of the Commonwealth of Pennsylvania and the Eastern District of Pennsylvania, and Defendants should have reasonably expected their actions to have consequences within the Commonwealth of Pennsylvania and the Eastern District of Pennsylvania.

18.   Venue in the Eastern District of Pennsylvania is proper under 28 U.S.C.

§1391(a)(2) because it is where a substantial part of the events giving rise to this transaction

occurred.

FACTUAL ALLEGATIONS

IBM's Initial Pitch to Devon – The Blade Project

19.   In or about September of 2005, high level IBM executives, including Bradicich,

and Doug Balog ("Balog"), System x Division Head, approached Devon executives, John

Bennett ("Bennett"), Devon IT's CEO and Chairman, and Joe Makoid ("Makoid"), Devon IT's

President, regarding a potential investment by Devon in an IBM server project formally known

as the "Aspen Project." The initial meeting was held with Makoid in Raleigh, NC. A second

meeting was held with Bennett and Makoid in IBM's office in New York, NY.

20.   The project, later referred to as "Blade" or the "Blade Project," involved the

development of a blade PC that would be housed in a blade center cabinet and would connect

over local area networks and wide area networks to a small desktop appliance called a

"terminal."

21.   At its most basic level, Blade was designed to be a server-based or server-hosted

blade PC or Workstation. It was designed to replace the typical stand-alone desktop PC. Blade

was not only intended to save space, but was also intended to significantly reduce energy

expenditures, increase efficiency and speed, increase the security of a user's data by maintaining

all data in the user's secured data center as opposed to individual desktop hard drives, and to

provide business clients with flexible and tailored information technology solutions based on

their individual needs.

22.   This project was attractive to Devon because it would allow Devon to enter the

PC market with a server-based solution product that would mark the return of IBM to the PC

market after the sale of its PC business to Lenovo.

23.   In September of 2005, a meeting was held amongst Bennett, Makoid and IBM

executives, including Bradicich, at IBM's offices at 590 Madison Avenue, New York, New

York, 10022.

24.   At the meeting in New York, NY, Bradicich gave an extensive presentation on the

Blade Project. During his presentation, Bradicich falsely represented to Bennett and Makoid

that, among other things, Blade would be introduced into the market during the first quarter of

2006 and at a competitive price of approximately $1,500.00 per unit.

25.   Bradicich also falsely represented Blade's expected sale projections. According

to Bradicich, Devon IT could reasonably expect that 500,000 Blade units would be sold over the

course of the first three years with 100,000 units sold in the first year alone. On information and

belief, Bradicich did not believe the sale projections to be accurate at the time that he provided

them.

26.   Bradicich also represented that these forecasts were conservative and usually

surpassed. Indeed, Bradicich informed Bennett and Makoid that several prominent companies,

including Merrill Lynch and Honda, were already interested in purchasing the Blade product

from IBM once it went to market. On information and belief, Bradicich did not believe these

statements to be true at the time that he provided them.

27.   According to Bradicich and other IBM deal executives, once this product reached an IBM milestone called "commit exit," worldwide forecasts would be obtained and the product would be launched.

28.   By way of background, commit exit projections provided to Devon by the RICO Defendants for sales of the Blade were 100,000 units sold in year one, 158,000 in year two, and 250,000 in year three. In addition to the royalties Devon would receive upon the sale of a Blade unit, Devon would also receive revenue for sales of the terminals and connection manager software associated with Blade. Thus, according to the RICO Defendants, total revenue was projected to reach $33,800,000 in year one, $50,086,000 in year two and $79,250,000 in year three. On information and belief, the RICO Defendants did not believe the sales projections to be accurate at the time they were provided. For comparative purposes, by the time 2008 rolled around, the sales forecast dropped dramatically to 26,613 units in year one, 50,000 in year two, and 80,000 in year three. This would yield projected revenue of $8,516,160 in year one, $16,000,000 in year two and $24,411,127 in year three.

29.   Importantly, at the September 2005 New York meeting, Bradicich and other IBM executives represented that any investment by Devon in the Blade Project would be put towards the design, development and marketing of the Blade Project. On information and belief, Bradicich did not believe this to be true at the time that he stated it, because he expected that the funds would be diverted for other purposes.

30.   Following the September 2005 meeting in New York, on November 7, 2005, Devon IT entered into the IBM/Devon IT Blade Collaboration Agreement (the "Blade Agreement") with IBM, in reliance on Bradicich's September 2005 misrepresentations regarding

Blade's overwhelming market potential and the purpose of Devon's investment. A true and correct copy of the November 7, 2005 Blade Agreement (with an effective date of October 3, 2005) is attached hereto as Exhibit "A." Devon IT subsequently assigned the Blade Agreement to Devon Europe.

31.   The Blade Agreement obligated Devon IT to make development payments to IBM in a total amount of $4,000,000 at the occurrence of three milestones. See Exhibit "A" at § 2.2.

32.   In addition, Devon agreed to fund and develop the desktop terminal. Devon was interested in developing the desktop terminal because it would catapult Devon's name and product into major IT centers around the world in conjunction with IBM's return to the PC market. Devon proceeded to develop this product, called "CP 20," because the product would be marketed under IBM's valuable brand and would be sold in IBM's well-established sales channels.

33.   Devon IT and Devon Europe made all three of the milestone payments under the Blade Agreement, using funds borrowed from Claret Capital Blade Limited ("Claret").   Claret acquired a 10% equity interest in Devon Europe as partial consideration for the loan.

34.   Each of the three milestone payments was made to IBM by Devon IT and Devon Europe via electronic wire transfer to IBM's account at JP Morgan Chase, New York, New York as follows:

Date	Amount
January 5, 2006	$ 500,000 (Devon IT)
December 18, 2006	1,500,000 (Devon Europe)

October 24, 2007   2,000,000 (Devon Europe)

See Exhibit "A" at §§ 2.2, 18.0.

35.   In return for Devon's $4,000,000 investment, the Blade Agreement obligated

IBM to pay a certain royalty fee for each Blade shipped. See Exhibit "A" at § 18.1 and

Attachment A, appended thereto.

36.   It was the intention to repay the loan from Claret with the significant royalties that

the IBM executives, including Bradicich, dishonestly had promised would be generated under

the Blade Agreement.

The iDataPlex and ClientPlex Projects

37.   Following the execution of the Blade Agreement, in February of 2007, IBM

executives approached Devon IT executives Bennett, Makoid and James Kane ("Kane"), Devon

IT's Senior Director of Business Development, to pitch a new investment project involving the

design, development and marketing of a large-scale, data center server complex called iDataPlex

(the "iDataPlex Project").

38.   According to IBM, iDataPlex was to be a state-of-the-art computer rack used to

store servers, switches and other equipment. iDataPlex was intended to provide tremendous

density and would be very power efficient. It was expected to alleviate the need for excessive

processing and storage power.

39.   At one of the earliest meetings in February 2007 between Devon and IBM

regarding iDataPlex, Bradicich and Balog advised Devon that IBM was seeking an investment

partner for the rack server itself.

40.   At a subsequent meeting in March 2007, IBM executives, including Bradicich, Gargan and Jan Janick ("Janick"), IBM Vice President of Modular Development, represented that they were also looking for an investment partner for a ClientPlex node, a data center based remote PC. According to Bradicich, Gargan and Janick, IBM's best engineers would be tasked with developing the ClientPlex node. Importantly, these individuals also represented that the remote PC would be less expensive than a Dell PC and that it would dominate the market.

41.   At a meeting between Devon and IBM in March 2007, Adkins informed Devon that Devon would be featured at IBM's Partner World presentation in St. Louis, Missouri in May 2007. At this meeting, Adkins advised that as an IBM partner, Defendants would make sure to give Devon "only good deals."

42.   Makoid was indeed introduced on stage at IBM's Partner World presentation in St. Louis, Missouri in early May 2007. At a dinner meeting during the trip to St. Louis, Adkins advised Bennett and Makoid that Adkins, Bradicich and Meyerson were a team that worked together to ensure the IBM executives' future success.

43.   Another meeting occurred in April 2007 at Devon's offices in King of Prussia, Pennsylvania. The meeting was attended by Gargan and Janick, on behalf of IBM, and Bennett, Makoid, Kane and Paul Mancini ("Mancini"), Devon IT's Vice President of Marketing, on behalf of Devon. At this meeting Gargan described the complicated cooling technology embodied in the iDataPlex and ClientPlex systems called "Blue Ice."

44.   At this meeting, Gargan advised Bennett, Makoid, Kane and Mancini that IBM had obtained a market research report from International Data Corp. regarding iDataPlex.

According to Gargan, the research confirmed that this technology and the proposed products would dominate the middle of the market pyramid – a market that exceeded $4 billion.

45.   Gargan represented the iDataPlex project as a "lock" because of the low cost of the ClientPlex node and also because the expected inclusion of the TC5 product in the marketing agreement to be entered into between IBM and Devon following the execution of the iDataPlex Agreement would yield significant revenues for Devon. The TC5 product is a high-end thin client terminal that would allow users to connect to terminal sessions on servers which would allow more robust connectivity to servers and open up a broader market space.

46.   Additionally, in response to a question from Kane about how much of the market IBM expected to garner with iDataPlex and ClientPlex, Gargan represented that "[i]t is IBM's God-given right to achieve 35% of any market it enters."

47.   Even before the initial "pitch meeting" in February 2007, in early 2007, Bradicich bragged that Devon IT would become a $1 billion company if it invested in the iDataPlex Project. Indeed, after a dinner at the 21 Club in New York, Bradicich gave Makoid a book titled "IBM Journal of Research and Development." Bradicich signed the book and wrote the following message across the cover: "Joe, From the 21 Club to a $1 B[illion] company!"

48.   Importantly, based on the numbers provided by Gargan and Bradicich, Devon could expect substantial gains by partnering with IBM on the iDataPlex Project even if the projections vehemently insisted on by Gargan and Bradicich were not fully met. Specifically, on the basis of these representations, it became clear that Devon's involvement in these projects would propel Devon into a multi-hundred million-dollar business and even a billion dollar company.

49.   Specifically, initial sales projections for iDataPlex were at 85,000 client nodes sold in year one, 540,000 in year two, and 1,000,000 in year three. Devon would receive approximately $500 per iDataPlex unit sold and revenue from the sales of the terminal and connection manager software. On information and belief, the RICO Defendants did not believe the sale projections to be truthful and accurate at the time they were provided. Subsequently, as with Blade, at the time of commit exit, sales forecasts dropped off dramatically to 25,562 in year one, 90,392 in year two, and 135,588 in year three.

50.   At the April 2007 meeting, the IBM executives advised Devon that if Devon decided to partner with IBM on the iDataPlex Project, Devon would be required to pay IBM $11,000,000 via a development agreement. According to Gargan and Meyerson, the appearance of a fully funded "development agreement" was necessary to obtain the approval of IBM's accounting department for the contemplated deal. Gargan represented that, because non-recurring engineering expenses would never reach $11,000,000, the real value in the deal would actually come from a subsequent "go to market" agreement entered into following the execution of the development agreement. That subsequent agreement was the September 28, 2007 Marketing Agreement, a true and correct copy of which is attached hereto as Exhibit "B." The Marketing Agreement set forth the joint marketing plan and strategy for selling iDataplex, including its component parts.

51.   Moreover, at this meeting, Gargan and Bradicich advised Bennett, Makoid, Kane and Mancini that Devon IT's investment money would be put towards the design, development and marketing of iDataPlex and ClientPlex. Furthermore, they advised the Devon executives that Intel Corporation was investing $10,000,000 to secure that Intel's chips would be used in the

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iDataPlex server. On information and belief, the RICO Defendants did not believe those investment statements to be true at the time they were made.

52.   In reliance upon the fraudulent representations of Gargan and Bradicich regarding the lucrative nature of the proposed deal and the purpose of Devon's investment money, on June 7, 2007, IBM and Devon IT entered into the IBM/Devon IT Hosted Client Collaboration Agreement (the "iDataPlex Agreement") for the purpose of designing, developing and marketing iDataPlex. A true and correct copy of the iDataPlex Agreement is attached hereto as Exhibit "C."

53.   Devon IT assigned the iDataPlex Agreement to Devon AD on July 30, 2007 by virtue of the First Amendment to the iDataPlex Agreement (the "First Amendment"). The iDataPlex Agreement obligated Devon AD to make substantial development payments to IBM in a total amount of $11,000,000 at the occurrence of five (5) dates. See Exhibit "C" at § 16.1.

54.   Devon AD made four payments totaling $8,000,000 via electronic wire transfer to IBM's account at PNC Bank, 500 First Avenue, Pittsburgh, PA as follows:

Date	Amount
June 11, 2007	$ 500,000
September 28, 2007	2,000,000
December 20, 2007	2,500,000
March 3, 2008	3,000,000

See Exhibit "C" at § 16.1.

55.   On October 3, 2007, Makoid sent an email to Meyerson to confirm that Intel indeed committed to provide $9,000,000 for the iDataPlex project. Less than 90 minutes after

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Makoid sent his email, Meyerson responded by email stating "I am sitting next to Jim Gargan, and he confirms that Intel renewed its funding commitment to the IDataPlex at our formal review last week. The program is therefore fully funded and going. I also spoke with Tom Bradicich and he agreed to take on the program management working with my team and Jim's. We will work with him to get the products and terms defined and done. Regards, Bernie." Myerson copied Gargan, Bradicich on this email.

56.   Based on the representations about Intel's confirmed $9,000,000 funding and that the project was fully funded (which was represented to be $30 million), Devon wired $2,000,000 on October 24, 2007 and another $2,000,000 on December 20, 2007 to IBM. These payments would not have been made to IBM in the absence of these assurances by the RICO Defendants. Upon information and belief, the project was not fully funded as represented by IBM and the RICO Defendants. The RICO Defendants knew the project was not and would not be fully funded at the time these representations were made, but the RICO Defendants concealed this information from Devon. These misrepresentations about the project being "fully funded" not only deceived Devon, but the lack of this funding doomed this project – a result that had to be known by the RICO Defendants.

57.   Because of subsequent restructuring of the iDataPlex Agreement, discussed in more detail below, Devon was not obligated to make the final and fifth payment to IBM.

58.   To fund the project, Devon AD borrowed the required amounts from Claret Capital, Inc. ("Claret Capital"). As partial consideration for the loan, Claret Capital acquired a 33% equity interest in Devon AD.

59.   In return for its investment in the iDataPlex Project, Devon AD was to receive royalties from the sale of ClientPlex and TC5.

60.   In further reliance upon the fraudulent representations of Gargan and Bradicich regarding the lucrative nature of the proposed deal and the purpose of Devon's investment money, on September 28, 2007, IBM and Devon IT entered into the Marketing Agreement for the purpose of making Devon IT's thin client terminal, TC5, available to customers under an IBM part number at a price to be determined.

The RICO Defendants' Scheme to Divert Devon's Funds to Other Projects

61.   In February 2007, despite Bradicich's earlier representations that Blade would go to market during the first quarter of 2006 and the statement in the Blade Agreement that the Blade would be brought to market no later than the third quarter of 2006, Meyerson advised Devon that the product would not be released until August 27, 2007. On September 18, 2007, Meyerson moved the release date once again to September 28, 2007.

62.   After numerous delays and the passage of the original deadline of the third quarter of 2006, discussions between Devon and IBM eventually contemplated that Blade would become generally available during the fourth quarter of 2007. However, Meyerson ultimately changed the date of anticipated general availability again and advised Devon that it would be during the third quarter of 2007. By advising Devon that the Blade would be available in the third quarter of 2007 – when Defendants knew that it would not be – Defendants induced Devon to make the $2,000,000 payment under the iDataplex Agreement, even though there remained agreements to be negotiated with regard to the associated Marketing Agreement and Blade had not yet been made generally available.

63.   Upon information and belief, Meyerson and the other RICO Defendants never intended to market the Blade in a way that would meet the lofty projections that the RICO Defendants had provided to Devon. Rather, they intended to use Devon's money to advance other purposes within STG. The moving of the general availability date was a mere diversionary tactic, designed to defraud and mislead Devon into believing that IBM was actively developing Blade and to ensure Devon's continued payment under the terms of the Blade Agreement and the iDataPlex Agreement. Moreover, as a result of the RICO Defendants' strategic delays, the technology used in the Blade eventually became outdated, rendering the Blade essentially obsolete and ruining any chances Devon had to recoup its investment through the royalties the RICO Defendants had promised Devon it would receive if it partnered with IBM on the Blade Project.

64.   In June of 2007, Devon also learned that the go-to-market price for Blade was actually $4,500 and not $1,500, the competitive price that Bradicich had promised Devon prior to signing the Blade Agreement.

65.   Furthermore, during a February 2008 meeting in Ireland attended by Bennett, Meyerson and Claret, Claret representative Paul Kealy ("Kealy"), asked Meyerson why Blade sales were low. Meyerson advised that low numbers were typical at the start of any project. However, as discussed in detail below, Meyerson concealed the real reason behind the Blade's dwindling sale numbers. **Blade was not selling because, in actuality, the RICO Defendants had already terminated the Blade Project in early 2008 without advising Devon**. The concealment of the cancellation of Blade by the RICO Defendants was intended to and did

motivate Devon to continue to invest money, resources, and attention in the Blade Project and the iDataPlex/CientPlex project.

66.   Ultimately, in April of 2008, IBM advised Devon that the Blade Project was at the "end of life" and would be cancelled shortly, and that the future of the iDataPlex/ClientPlex project was in question. Meyerson was directly responsible for and involved in the discussions involving how these issues would be handled.

67.   The RICO Defendants solicited and accepted a wire transfer payment of $3,000,000 from Devon on March 1, 2008 under the iDataPlex Agreement **after** the Blade Project had been cancelled but **before** Devon was advised of the cancellation. Upon information and belief, the RICO Defendants did not advise Devon of the cancellation of the Blade Project until April, 2008 to ensure that the RICO Defendants and STG would receive the $3,000,000 development payment in March, 2008.

68.   When it was finally disclosed to Devon that the Blade Project had been cancelled, negotiations began between IBM and Devon during which Devon IT proposed that it take over responsibility for the distribution of the Blade. Two of the major points discussed during the negotiations were the current Blade inventory in the possession of FoxConn, the manufacturing company employed by IBM to produce the Blade, and whether FoxConn would continue to manufacture the Blade for Devon.

69.   During a conference call in June, 2008 involving representatives of IBM, Devon and FoxConn, Devon learned to its surprise that FoxConn had been told in early 2008 that IBM had unilaterally cancelled the Blade Project. As a result, FoxConn had very little inventory to support Devon in the Blade project and no interest in continuing to manufacture the Blade.

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70.   In the spring of 2008, Devon was also advised that IBM did not intend to continue with the iDataPlex/ClientPlex Project under the previously agreed terms and that it wanted to restructure the iDataPlex Agreement. Despite Devon's investment of $8 million to fund the iDataPlex Project, the project never came to fruition.

71.   Upon information and belief, the RICO Defendants' false statements regarding the market potential of Blade and iDataPlex and the purpose of Devon's investment monies were made as part of the RICO Defendants' calculated scheme to improperly acquire money from Devon and either use the money to inflate the performance of STG, to divert it to other projects with other business partners, or for some other illegitimate purpose (that is, not for the benefit of the projects in which Devon invested).

72.   Devon's belief is based in part upon Meyerson's statements to Bennett that IBM needed Devon's payments to IBM to be independent of any contractual requirement on the part of IBM, but that all payments from IBM to Devon would have to be tied to some contractual requirement. Upon information and belief, the RICO Defendants required this dichotomous payment arrangement with Devon so that STG could immediately recognize payments from Devon as revenue as opposed to having to spread them over the term of a contract.

73.   Specifically, Meyerson told Bennett that such an arrangement was necessary so that IBM's auditors would not object to the booking of the payments as fully recognized revenue upon receipt. On the contrary, the payments from IBM to Devon had to be tied to a contractual payment requirement. Further proof of this accounting scheme was Gargan's statements to Devon that it would not take $11,000,000 to develop iDataPlex despite the contractual requirement that Devon pay that amount in development costs.

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74.   Upon information and belief, the RICO Defendants engaged in the Ponzi scheme outlined in paragraphs 1-6 in order to increase revenue in STG. Upon information and belief, the RICO Defendants were required to meet strict quarterly revenue targets to keep their jobs and to ensure the continued receipt of lucrative salaries, bonuses and distributions from IBM.

75.   Had Devon known that its investment monies would be used to fund other projects or for reasons other than the two projects specified above, Devon would not have entered into the Blade or iDataPlex Agreements.

76.   In addition to the fabricated projections for the Blade Project, iDataPlex and ClientPlex Project, the RICO Defendants, particularly Meyerson, discussed partnering with Devon for additional projects including the potential spin-off from IBM of a foundry operation for the manufacture of semiconductors that would require a $1 billion investment, a green IT project in Iceland, a super computing operation in Connecticut, and a potential partnership at the Mayo Clinic. Meyerson discussed spinning each of these projects off from IBM with the understanding that he would join Devon as its Chief Executive Officer. Meyerson explained that when IBM executives left the company, they were permitted to take some projects with them. He explained that these projects are the types of projects that he could help Devon achieve, thereby making Devon a prominent company in the information technology sector. Upon information and belief, at the time that Meyerson brought these opportunities to Devon, he knew that Devon would not ultimately be allowed to become involved in any of the opportunities. The promise of these projects was merely a carrot to keep Devon involved with the RICO Defendants so that money would continue to flow from Devon to STG.

Bradicich's Breach of His Fiduciary Duties as Member of the Advisory Board

77.   In late February and early March of 2007 (after the execution of the Blade Agreement and before the execution of the iDataPlex Agreement), Bradicich asked Devon IT to appoint him to a position on Devon IT's Board of Directors.

78.   Bradicich advised Bennett and Makoid that, as a member of the Board of Directors, he could help Devon build its business because of his position within IBM and his many industry contacts. He also advised Bennett and Makoid that he would make sure that all deals between IBM and Devon would be beneficial to Devon.

79.   However, after making the suggestion to Devon, Bradicich advised Bennett that his request for an appointment to Devon's Board of Directors was rejected by IBM's legal department because of an apparent conflict of interest, but that he was going to appeal to Adkins. Adkins then suggested that, to circumvent the conflict of interest issue, Devon IT create an Advisory Board so that Bradicich could serve on that board as opposed to a Board of Directors.

80.   Upon information and belief, Adkins approved Bradicich's appointment to the Advisory Board so that Bradicich could persuade Devon to invest in the iDataPlex Project for the benefit of IBM and the RICO Defendants and actively prevent Devon from discovering the RICO Defendants' improper redirection of Devon's investment monies.

81.   On March 8, 2007, Bradicich was appointed to Devon IT's Advisory Board ("Board"). See March 8, 2007 Advisory Board Retainer and Appointment Agreement, with an effective date of March 1, 2007, attached hereto as Exhibit "D." Devon IT agreed to pay Bradicich $65,000 annually to serve on its Board. See Exhibit "D".

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82.   Devon IT agreed to increase Bradicich's salary to $175,000 annually and to change the Advisory Board position from Devon IT to Devon International Group ("DIG") (of which Devon IT is a part) at Bradicich's request, as is confirmed in the December 1, 2007 Advisory Board Retainer and Appointment Agreement, attached hereto as Exhibit "E."

83.   Adkins requested that Bennett and Makoid agree to pay Bradicich an annual amount of $175,000 because Bradicich had advised Adkins that he might leave IBM for a position with a competitor and Adkins was looking for a way to provide additional money to Bradicich.

84.   In connection with this request, Adkins advised Bennett and Makoid that he would make certain that only good deals were entered into by the RICO Defendants and Devon.

85.   Bradicich retained his position as the IBM Fellow and Vice President, Systems Technology IBM Rack, Blade & x86 Servers while serving as a member of the Advisory Boards of Devon IT and DIG.

86.   As a member of the Advisory Boards of Devon IT and DIG, Bradicich owed Devon IT fiduciary duties, including the duty of loyalty.

87.   Pursuant to the terms of both the Advisory Board Retainer and Appointment Agreements, in exchange for compensation of $65,000 and $175,000 respectively, Bradicich agreed to provide strategic advice regarding both technical and business issues, represented that his role on the Board would not create a conflict of interest, and acknowledged that he had duties to Devon including a duty of confidentiality.

88.   The clear understanding of the parties was that, as a member of the Boards, Bradicich would provide Devon with sound technical and business advice and would work to

increase Devon's presence in the information technology industry. However, rather than provide

Devon with the promised support, Bradicich participated in a campaign to divert Devon's

funding to other IBM projects and for purposes that were not part of the two projects in which

Devon had invested, deceitfully using the powers bestowed on him as a member of the Advisory

Board to his own advantage, to the advantage of the other RICO Defendants, and to the

advantage of IBM.

89.   During his tenure on the Boards, Bradicich repeatedly assured Devon that the

Blade Project was a successful project and that it would prove an immense source of revenue for

Devon. In reality, however, the RICO Defendants unilaterally discontinued the Blade Project in

January of 2008 without advising Devon. Bradicich knew the status of this project at all times

and failed to advise Devon that the Blade Project had been cancelled.

90.   Moreover, while serving on the Boards, Bradicich continually encouraged Devon

IT to invest in the iDataPlex Project, assuring Devon IT that it would recoup significant

monetary gains from its investment.

91.   Devon IT reasonably relied on Bradicich's advice and entered into the iDataPlex

Agreement because Bradicich, as an executive of IBM, had knowledge regarding the

marketability of the proposed project.

92.   Upon information and belief, at all relevant times, Bradicich was aware that the

market projections given to Devon IT regarding Blade and iDataPlex were grossly overstated.

Upon information and belief, rather than advise Devon of Blade and iDataPlex's various

shortcomings as required by Bradicich's fiduciary duties, Bradicich used his position as a

member of the Boards to conceal all accurate information from Devon regarding the Blade

Project and iDataPlex Project in clear breach of his fiduciary duties. Upon information and belief, Bradicich concealed such information to guarantee Devon's continued investment in the STG division's projects.

93.   Upon information and belief, Bradicich failed to advise Devon that its investment in the Blade iDataPlex Projects was used to fund other projects and for purposes unrelated to the Blade or iDataPlex Project.

94.   In addition to advising Devon IT to invest in the iDataPlex and Blade Projects, Bradicich also used his position on the Boards to solicit and obtain funding and marketing resources for his son's (Jason Bradicich) company GeeVee, Inc., a web video game company. Importantly, Bradicich was the Chairman of the Board of GeeVee, Inc. Bradicich went so far as to have Devon IT provide marketing advice and resources for GeeVee, Inc. for no compensation or benefit other than to accommodate Bradicich.

95.   Bradicich pressured Devon's executives, including Bennett and Makoid, as well as Claret executives to invest in GeeVee, Inc. by implying that their investment in GeeVee, Inc. would secure IBM's continued support and partnership in other lucrative projects. These representations were false and resulted in certain Devon IT personnel/executives investing in GeeVee, Inc. and in Devon IT providing marketing support for no purpose other than to accommodate Bradicich.

96.   Bradicich resigned from the DIG Advisory Board on June 1, 2008, shortly after Devon became aware that the Blade Project had been discontinued without its knowledge and that the iDataPlex Project was facing a similar fate.

IBM's Breach of the Restructured Blade and the iDataPlex Agreements

97.   When it was determined in June 2008 that the RICO Defendants had concealed

from Devon their decision to cancel the Blade Project and information making it unlikely that

Devon would be able to continue with the distribution of the Blade, the RICO Defendants began

discussions with the Devon to restructure the Blade and iDataplex Agreements. Meyerson, with

the advice, consent and direction of Adkins, was responsible for negotiating a restructuring of the

Blade Agreement and the iDataPlex Agreement.

98.   The restructured agreements were negotiated together. Each was made expressly

dependent on an agreement being reached with the other. The two restructured agreements were

signed at the same time in July 2008. True and correct copies of the July 10, 2008 Blade

Enablement Agreement (the "Restructured Blade Agreement") and the Hosted Client Solution

Enablement Agreement (the "Restructured iDataplex Agreement") (collectively, the

"Restructured Agreements") are attached hereto as Exhibits "F" and "G" respectively.

99.   Pursuant to the Restructured Agreements, IBM agreed to make a lump sum

payment to Devon IT and to award Devon the right to use up to 60 part numbers (30 per

Restructured Agreement) under IBM's modified vendor logo for hardware program. See Exhibit

"F" at §§ 3.5.1, 19.0; Exhibit "G" at § 3.6.1. An IBM part number is a unique identification

number given to a particular product. By acquiring an IBM part number, a product will enjoy

immediate name recognition by virtue of its association with IBM.

100.   Moreover, in addition to assigning Devon's products valuable IBM part numbers,

the negotiations concerning the restructuring of the iDataPlex Agreement focused on Devon AD

receiving a particular royalty stream for the sale of each specified planar product. A planar is an individual server node that is installed into the iDataPlex rack.

101.   During the negotiations, Bennett proposed a royalty of eight to ten dollars per planar without a cap. Meyerson rejected this proposal because, as he explained, the royalties Devon AD would receive under Bennett's proposal would be too high. According to Meyerson, expected sales would be at least 100,000 planars per quarter with a likelihood of more than 500,000 planar sales per quarter. Additionally, Meyerson represented that the part numbers would be readily available world-wide.

102.   Ultimately, Meyerson agreed that IBM would pay Devon AD $100 per planar sold through the second quarter of 2010, and $10 per planar thereafter until 2013 with certain specified caps that would set the total royalty at $9,100,000 through the second quarter of 2010 and at $14,700,000 through the fourth quarter of 2013. See Exhibit "G" at § 19.1.

103.   Meyerson explained that the royalty stream of $100 per planar through the second quarter of 2010 was intended to return to Devon the $8 million that had been invested in the iDataPlex Project, plus reasonable interest. Meyerson characterized the revenue stream from the proposed restructuring of the iDataPlex Agreement as an "underhand pitch." Upon information and belief, Meyerson agreed that IBM would return the $8 million owed to Devon with the restructuring of the iDataPlex Agreement as part of the unlawful accounting scheme identified and described in Paragraphs 1 - 6, 69 - 72.

104.   On information and belief, Meyerson knew at the time of the negotiation of the Restructured Agreements that Devon would not receive the IBM part numbers he had promised, that the information and estimates he provided regarding future royalties were inaccurate, and

that Devon would not have agreed to the Restructured Agreements if he had truthfully disclosed the situation.

105.   Following the execution of the Restructured Agreements, on February 23, 2009, Devon and IBM entered into addenda to the Restructured Agreements adding and/or modifying certain terms in the Restructured Agreements. True and correct copies of the February 23, 2009 Addendum 1 to the Restructured Blade Agreement ("Blade Addendum") and the Addendum 1 to the Restructured iDataplex Agreement ("iDataplex Addendum") (collectively, the "Addenda") are attached hereto as Exhibits "H" and "I" respectively.

106.   Importantly, pursuant to the Addenda, STG, IBM's hardware division, is expressly prohibited until December 31, 2010 from, among other things, proactively enabling thin client hardware products which are "similar or reasonably equivalent in function to Devon's TC-5 and/or TC-2 product…" See Exhibit "H" at § 2.0; Exhibit "I" at § 2.0.

107.   Following the execution of the Addenda, upon information and belief, STG began proactively enabling a very similar thin client hardware product developed by Wyse Technology ("Wyse") in clear breach of STG's obligations under the Addenda. STG's breach and improper marketing of Wyse's thin client terminal has undermined the competitive edge the Addenda were intended to give Devon's TC5 and TC2 products.

108.   On information and belief, the RICO Defendants and IBM had no intention at the time of the execution of the Addenda of complying with the thin client hardware prohibition and knew that Devon would not have agreed to the Addenda absent that prohibition.

109.   Upon information and belief, IBM strongly promoted and marketed Wyse's thin clients more aggressively and actively than it promoted and marketed Devon's thin clients. IBM

failed to cooperate and work with Devon on a reasonable basis to make the Devon products that

had been assigned IBM part numbers successful in the market, thereby deliberately undermining

sales of Devon products.

110.   In February 2009, Hector Guevarez ("Guevarez"), an IBM employee within the

STG division, who was assigned to be Devon's primary contact within IBM for implementation

of the vendor logo for hardware ("vlh") part number program, advised Devon that the part

numbers that had been assigned to Devon's products were in fact "fake" part numbers. When

Devon IT objected to this description, Guevarez claimed that IBM would work with Devon and

meets its obligations to assure the success of the vlh part number program.

111.   In fact, from the inception of the vlh part number program through the present,

IBM has failed to meet its obligations and instead has not cooperated with Devon and has

imposed hurdles preventing the success of the vlh part number program for Devon. IBM has

demonstrated a lack of effort and interest in properly promoting and marketing the products with

the vlh part numbers. All of this has confirmed Guevarez' statement that IBM considers the vlh

part numbers assigned to Devon products to be "fake" part numbers.

112.   As further evidence of the depth of the IBM's betrayal, in late August and early

September of 2009, Guevarez attended the VMWorld conference at the Moscone Center in San

Francisco, California to promote Devon's thin-client product. Devon incurred all the costs for

Guevarez to attend this event on its behalf. However, instead of promoting Devon's interests

and products at the conference, Guevarez secretly created a marketing video with Maryam

Alexandrian-Adams ("Adams"), Senior Vice President Worldwide Sales and Channels for Wyse,

actively promoting Wyse's partnership with the STG division and, more importantly, marketing

and proactively enabling Wyse's thin-client product, all in breach of IBM's contracts with

Devon. The video is posted at http://www.youtube.com/watch?v=HYCwr27pko4.

113.   In addition to breaching the Restructured Agreements and the Addenda as

outlined above, the planar sales under the Restructured iDataplex Agreement did not even come

close to Meyerson's representations. Indeed, the actual planar sales and royalty payments under

the Restructured iDataplex Agreement have been as follows:

Quarter	**Units Sold**	**Cap**	**Actual Royalty**
3Q08	755	$ 400,000	$ 75,500
4Q08	5,626	750,000	562,600
1Q09	2,687	1,325,000	268,700
2Q09	7,431	1,325,000	743,100
3Q09	3,964	1,325,000	396,400
4Q09	9,623	1,325,000	962,300
1Q10	3,484	1,325,000	348,400

114.   Moreover, contrary to Meyerson's representations that the part numbers would be

available in all geographies across the world, the part numbers are not available in Japan, Brazil,

Russia or China. Upon information and belief, Meyerson knew that actual sales would never

approach the projections that he provided and that the part numbers would not be available in all

promised countries.

The RICO Defendants Induce Devon to Market TC5 Under Less Lucrative Vlh Program

115.   Although Devon IT's thin client terminal, TC5, was designed for use with the

iDataPlex, it also could be used with any IBM server that was capable of virtualizing a desktop.

IBM had agreed to assign this product an Original Equipment Manufacturer ("OEM") part

number for Devon IT. Devon IT was to receive a royalty for each sale of a TC5 unit.

116.   During the negotiations surrounding the Restructured Agreements, specifically

throughout June of 2008, Meyerson and other IBM employees continued to assure Devon that

Devon's TC5 thin client terminal would be assigned an IBM OEM part number. By having an

IBM part number assigned to Devon IT's thin client, the thin client would be released as a

standard product from IBM and would have immediate name recognition and credibility in the

market place by virtue of its association with IBM.

117.   It was critical to the business of Devon IT that IBM follow through on its

assurance to OEM the TC5, and Devon relied on the representations that IBM would do so in

entering into the Restructured Agreements.

118.   However, promptly after Devon entered into the Restructured Agreements with

IBM and without consulting Devon, the RICO Defendants advised Devon that it had cancelled

plans to assign the TC5 an OEM number.

119.   Instead of assigning the TC5 an OEM part number as originally promised,

Meyerson advised Devon that the TC5 instead would be marketed through IBM's vlh program.

According to Meyerson, Devon would enjoy greater monetary benefits through the vlh program

than had IBM assigned TC5 an OEM part number because IBM would only mark up the sale

price of the TC5 by only 5 - 10%, a much lower mark up than the mark up that would be made if the TC5 were assigned an OEM part number.

120.   Additionally, David Tjon ("Tjon"), another IBM employee assigned to work with Devon on the vlh part number program, advised Devon in a presentation on September 24, 2008 that the vlh part number program would be better for Devon than the OEMing by IBM of the TC5. He specifically advised that the likelihood of success under the vlh program was high and that the likelihood of success if IBM OEM'ed the TC5 was low. Upon information and belief, Tjon's statements and the assurances of other IBM employees were made at the direction of Meyerson and Adkins, and were known by Meyerson and Adkins to be false at the time.

121.   Devon relied on these representations and proceeded with extensive efforts and expense to make the TC5 part of the IBM vlh part number program.

122.   However, despite the representations from Meyerson that Devon's TC5 would be marketed at a competitive price, the RICO Defendants proceeded to mark up the TC5's sale price by a substantially higher amount than the 5 – 10% than had been represented, thereby making it exceedingly expensive and less appealing to customers.

123.   Upon information and belief, had the RICO Defendants assigned an OEM part number to the TC5 as originally promised, Devon would have likely garnered $900 million from the OEM program.

124.   Upon information and belief, the RICO Defendants' improper actions as outlined above are part of their scheme to defraud investment partners whereby they keep its investment partners in the dark while promoting their own agenda to increase the financial performance of STG.

The RICO Defendants' Cessation of Communications with Devon

125.   Despite the RICO Defendants' repeated representations over the course of the parties' five-year relationship that they intended to work in the best interest of Devon, reserving only the best deals for their esteemed "partner," one-by-one the RICO Defendants started to sever their ties with Devon as Devon began to discover the RICO Defendants' serious transgressions.

126.   For instance, as discussed above, on June 1, 2008, Bradicich – the biggest proponent of the IBM-Devon relationship, who even taped a webcam message for Devon IT's web site – suddenly resigned from Devon IT and DIG's Board. Bradicich's unexpected departure in June 2008 came on the heels of Devon's discovery that the RICO Defendants had deceitfully cancelled the Blade Project in January of 2008 without Devon's knowledge. Bradicich's communications with Devon thereafter terminated.

127.   Nearly around the same time that Bradicich resigned, Gargan suddenly ceased communicating with Devon without explanation.

128.   In early 2008, Adkins and Bennett planned a trip to Italy with their wives for October 2008. After Devon learned in April 2008 about the termination of the Blade Project and the status of the idataPlex/ClientPlex Projects, Adkins drastically reduced his communications with Devon and he would not communicate with Bennett at all about the planned trip to Italy, which never took place.

129.   Thereafter, in October 2009, the remaining RICO Defendants, Meyerson and Adkins, refused to communicate with anyone from Devon. Upon information and belief, the RICO Defendants' termination of communications is part of their scheme to defraud their

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investment partners – namely, entice a business partner to enter into development projects that the RICO Defendants have no intention of pursuing, drain the partner of its investment money, and then simply walk away and ignore the problems that arise.

130.   At all relevant times, Devon has performed all of its obligations under the Blade Agreement, iDataplex Agreement, Restructured Agreements and the Addenda, including paying Defendants more than $12,000,000, used without its knowledge to fund projects unrelated to those Devon contractually agreed to fund. Indeed, Devon reorganized its entire business model to accommodate its partnership with the RICO Defendants, losing more than $50 million in the process. In return, Defendants improperly withdrew their support from all of the projects.

131.   As a result of the RICO Defendants' improper conduct, in addition to losing millions of dollars by reorganizing its business, Devon IT was forced to lay off more than sixty employees and was unable to repay Claret the amounts it loaned Devon. Claret has since obtained a judgment against Devon IT, Devon AD, Devon Europe and Bennett in the amount of $3,449,000.

COUNT I-CONDUCT AND PARTICPATION IN A RICO ENTERPRISE THROUGH A PATTERN OF RACKETEERING – 18 U.S.C. § 1962(c)
(Plaintiffs v. Bradicich, Meyerson, Gargan and Adkins)

132.   Plaintiffs incorporate by reference the averments of the preceding paragraphs as if set forth at length herein.

The Enterprise

133.   Plaintiff is informed and believes and based thereon alleges that an enterprise, specifically STG, existed within the meaning of 18 U.S.C. § 1961, and that the RICO Defendants Bradicich, Meyerson, Gargan and Adkins associated together, under the organization of IBM,

with the common purpose of using STG as a vehicle for defrauding Plaintiffs of more than

$12,000,000 in investment monies.

134.   STG is ongoing and functions as a continuing unit.

135.   The activities of the RICO Defendants related to STG involve, without limitation:

(a) grossly and/or purposefully overstating the market potential of various products including the

Blade, iDataPlex, ClientPlex and planar for the purpose of inducing Devon and others unknown

to Devon into sham development deals or other agreements with STG; (b) repeatedly insisting on

up-front payments from Devon for the subject development projects without actually developing

or marketing Blade, iDataPlex, ClientPlex or the ClientPlex node; (c) procuring and accepting

wire payments in excess of $12,000,000 from Devon and putting such payments toward STG

purposes other than the projects in which Devon had agreed to invest; (d) unilaterally canceling

development projects funded by Devon without Devon's knowledge or consent and purposefully

concealing the cancellation of the development projects for the purpose of obtaining future

payments from Devon; (e) securing positions on Devon IT and DIG's Board to siphon payments

away from Devon and direct payments to STG and other companies related to IBM or the RICO

Defendants, including GeeVee, Inc.; (f) using payments from Devon to illegally overstate the

earnings of STG; (g) inducing Devon to market its TC5 product under the vlh program as

opposed to the much more lucrative OEM program; and (h) concealing the enterprise and pattern

of racketeering activity from Devon.

136.   STG has an independent existence and purpose beyond the predicate acts and

pattern of racketeering itself, which includes the design, development, marketing and sale of

various information technology products worldwide.

137.   STG has a distinct structure based on the essential operating functions of STG and on each RICO Defendants' particular role within it. Additionally, at certain relevant times, Meyerson, Bradicich, Gargan and Adkins all worked within STG under the direction and control of Moffat.

138.   STG is engaged in interstate and foreign commerce. Specifically, it designs, develops, markets and sells various information technology products worldwide.

Pattern of Racketeering

139.   The pattern of racketeering involved more than seven (7) predicate acts since December 2005, all constituting wire fraud as defined by 18 U.S.C. § 1343 and directly causing financial harm to Devon, including the loss of more than $12,000,000 in direct investment in IBM, and more than an additional $20,000,000 in related development expenses for these projects.

140.   Bradicich, Meyerson, Gargan and Adkins were able to commit the predicate offenses specifically alleged below by virtue of their positions within STG or involvement in and control over the affairs of STG.

141.   The RICO Defendants, acting in the conduct of STG's affairs, engaged in a pattern of racketeering by: (a) grossly and/or purposefully overstating the market potential of various products including the Blade, iDataPlex, ClientPlex and planar for the purpose of inducing Devon and others unknown to Devon into sham development deals or other agreements with STG; (b) repeatedly insisting on up front payments from Devon for the subject development projects without actually developing or marketing Blade, ClientPlex or the ClientPlex node; (c) procuring wire payments in excess of $12,000,000 from Devon and putting such payments

towards STG purposes other than the projects in which Devon had agreed to invest; (d)

unilaterally canceling development projects funded by Devon without Devon's knowledge or

consent and purposefully concealing the cancellation of the development projects for the purpose

of obtaining future payments from Devon; (e) securing positions on Devon IT and DIG's Board

to siphon payments away from Devon and direct payments to STG and other companies related

to IBM and the RICO Defendants, including GeeVee, Inc.; (f) using payments from Devon to

illegally overstate the earnings of their component at IBM; (g) inducing Devon to market its TC5

product under the vlh program as opposed to the much more lucrative OEM program; and (h)

concealing the enterprise and pattern of racketeering activity from Devon.

142.   The RICO Defendants in their pattern of racketeering activity regularly used

interstate telephone and facsimile transmission lines, cellular phones and internet transmission,

while engaging in interstate commerce for the purposes of committing fraud or deceit, and

conspiring to commit fraud or deceit, and divesting Devon of over $12,000,000.

RICO Offenses

143.   As alleged with particularity below, each RICO Defendant is associated with STG

and conducted or participated in STG's affairs through a pattern of racketeering activity in

violation of 18 U.S.C. § 1962(c) and (d).

144.   As alleged with particularity below, RICO Defendants Meyerson, Bradicich,

Adkins and Gargan conspired together to violate 18 U.S.C. § 1962(c) and/or (d).

Predicate Offenses – Wire Fraud

145.   The RICO Defendants knowingly and willfully devised a scheme to defraud

Devon of more than $12,000,000 through repeated false representations concerning the

marketability of the Blade, iDataPlex, ClientPlex node, and planar and the purpose of Devon's

investment. In doing so, the RICO Defendants used interstate telephone and facsimile

transmission lines, cellular phones, and internet or wire transmission to secure multiple payments

from Devon.

146. Each of the RICO Defendants committed numerous predicate acts in the nature of

knowingly fraudulent communications by wire. By way of example, the discussion below of the

participation of each of the RICO Defendants in the racketeering activities specifies for each of

the RICO defendants particular predicate acts used to further the pattern of racketeering activity.

On the dates listed below, the Defendants committed the predicate acts and knowingly and

willfully defrauded Devon of the following amounts via wire transfer:

IBM's account at JP Morgan Chase, New York, New York

Date	Amount
January 5, 2006	$ 500,000 (Devon IT)
December 18, 2006	1,500,000 (Devon Europe)
October 24, 2007	2,000,000 (Devon Europe)

IBM's account at PNC Bank, 500 First Avenue, Pittsburgh, PA

Date	Amount
June 11, 2007	$ 500,000
September 28, 2007	2,000,000
December 20, 2007	2,500,000
March 3, 2008	3,000,000

147.   The RICO Defendants' scheme began in September 2005 and has continued uninterrupted since that time. As a result of the scheme, Devon has incurred damages in excess of $12,000,000, and additional damages from the redirection of its entire business operations to focus on its relationship with STG and the RICO Defendants.

Bradicich, Meyerson, Gargan and Adkins'
Participation in the Pattern of Racketeering Activity

148.   *Adkins' Participation:*

a.   As Senior Vice President of IBM's Development and Manufacturing, Systems and Technology Group, Adkins directed, controlled and approved all racketeering activities taken in furtherance of the racketeering activity including: (a) the RICO Defendants' gross and purposeful overstatement of the market potential of various products including the Blade, iDataPlex, ClientPlex and planar for the purpose of inducing Devon and others unknown to Devon into sham development deals with STG; (b) the RICO Defendants' repeated insistence upon up front payments from Devon for the subject development projects without actually developing or marketing Blade, iDataPlex, ClientPlex or ClientPlex node; (c) procuring wire payments of more than $12,000,000 from Devon and putting such payments towards STG purposes other than the projects in which Devon had agreed to invest; (d) unilaterally canceling development projects funded by Devon without Devon's knowledge or consent and purposefully concealing the cancellation of the development projects for the purpose of ensuring future payments from Devon; (e) securing positions on Devon IT and DIG's Board to siphon payments away from Devon and direct payments to STG and other companies related to IBM and the RICO Defendants, including GeeVee, Inc.; (f) using payments from Devon to illegally overstate IBM's earnings; (g) inducing Devon to market its TC5 product under the vlh program as

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opposed to the much more lucrative OEM program; and (h) concealing the enterprise and pattern of racketeering activity from Devon.

      b.   At the direction, control and approval of Adkins, Devon was repeatedly invoiced for payments under the Blade and iDataPlex Agreements via electronic mail, facsimile and/or telephone. See, e.g., September 20, 2007 email from Kathleen Goetz, Director of Technology Alliances for IBM, to Bob Chrisfield, Devon IT's Vice President – Strategic Alliances, attached hereto as Exhibit "J"; see also September 26, 2007 email from Donna Earley, IBM Manager of Procurement, to Makoid, attached hereto as Exhibit "K."

      c.   Adkins received and accepted the fraudulently obtained wire payments from Devon in the amount of $12,000,000 on the dates set forth above.

      d.   Upon information and belief, Adkins directed, controlled or approved the cancellation of the Blade Project and directed FoxConn to cease manufacturing efforts without Devon's consent by means of interstate telephone and facsimile transmission lines, and by the internet.

      e.   Upon information and belief, Adkins and representatives of Adkins, transmitted and received correspondence, documents and other data used in furtherance of the scheme to defraud Devon of its investment monies via interstate telephone and facsimile transmission lines, and by the internet. See, e.g., Exhibits "J" and "K."

     149.   ***Meyerson's Participation:***

      a. During the February 2008 meeting in Ireland outlined above, Meyerson induced Devon to continue making wire payments by, among other things, wrongfully concealing the cancellation of the Blade Project.

b.   At the direction, control and approval of Meyerson, Devon was repeatedly

invoiced for payments under the Blade and iDataPlex Agreements via electronic mail, facsimile

and telephone. See, e.g., Exhibits "J" and "K."

c.   Meyerson received and accepted the fraudulently obtained wire payments from

Devon in the amount of $12,000,000 on the dates set forth above.

d.   Upon information and belief, Meyerson directed, controlled and approved the

cancellation of the Blade Project in January of 2008 and directed FoxConn to cease

manufacturing efforts by means of interstate telephone and facsimile transmission lines, and by

the internet.

e.   Upon information and belief, Meyerson and representatives of Meyerson

transmitted and received correspondence, documents, and other data used in furtherance of the

scheme to defraud Devon of its investment monies via interstate telephone and facsimile

transmission lines, and by the internet.

150.   ***Bradicich's Participation:***

a.   Bradicich used his position as a Director for Devon IT to request and acquire

funding and marketing resources for his son's company, GeeVee, Inc.. Such requests were made

by email and interstate telephone lines. See, e.g., June 25, 2007 email from Bradicich to Kane,

Bennett, and Makoid, attached hereto as Exhibit "L"; see also January 15, 2008 email from

Bradicich to Makoid, attached hereto as Exhibit "M." Bradicich pressured Devon's executives,

including Bennett and Makoid, to invest in GeeVee, Inc. by implying that Devon IT's investment

in GeeVee, Inc. would secure IBM'S continued support and partnership in other lucrative

projects. Bradicich knew those representations to be false when he made them, and they resulted

in Devon IT investing in GeeVee, Inc. for no purpose other than to accommodate Bradicich.

b.   At the direction, control and approval of Bradicich, Devon was repeatedly

invoiced for payments under the Blade and iDataPlex Agreements via electronic mail, facsimile

and telephone. See, e.g., Exhibits "J" and "K."

c.   Bradicich received and accepted the fraudulently obtained wire payments from

Devon in the amount of $12,000,000 on the dates set forth above in detail above.

d.   Upon information and belief, Bradicich directed, controlled and approved the

cancellation of the Blade Project and directed FoxConn to cease manufacturing efforts without

Devon's consent by means of interstate telephone, telefax lines, and by the internet.

e.   Upon information and belief, Bradicich and representatives of Bradicich

transmitted and received correspondence, documents, and other data used in furtherance of the

scheme to defraud Devon of its investment monies via interstate telephone, telefax lines, and the

internet.

151.   *Gargan's Participation:*

a.   At the direction, control and approval of Gargan, Devon was repeatedly invoiced

for payments under the Blade and iDataPlex Agreements via electronic mail, facsimile and

telephone. See, e.g., Exhibits "J" and "K"; see also February 19, 2008 email from Gargan to

Makoid, attached hereto as Exhibit "N."

b.   Gargan received and accepted the fraudulently obtained wire payments from

Devon in the amount of $12,000,000 on the dates set forth above in detail above.

c.   Upon information and belief, Gargan and representatives of Gargan transmitted and received correspondence, documents, and other data used in furtherance of the scheme to defraud Devon of its investment monies via interstate telephone, telefax lines, and by the internet.

Violation of Section 1962(c)

152.   As alleged with particularity above, Bradicich, Meyerson, Gargan and Adkins worked together and in concert, participating in the conduct of STG's affairs through a pattern of racketeering activities.

153.   As alleged with particularity above, the facts demonstrate that Bradicich, Meyerson, Gargan and Adkins each unlawfully, willingly and knowingly performed the acts or omissions and conducted or participated, directly or indirectly, in the conduct of STG's affairs through the means of a pattern of racketeering activities.

154.   As a direct and proximate result of the aforementioned RICO conduct, Devon has incurred damages in excess of $12,000,000, and additional damages from the redirection of its entire business operations in order to focus on the STG relationships.

WHEREFORE, Plaintiffs, Devon IT, Inc., Devon AD Tech, Inc., and Devon IT (Europe), Ltd. respectfully request that this Honorable Court enter judgment in their favor and against Defendants Bradicich, Meyerson, Gargan and Adkins for treble damages, together with interest, costs and reasonable attorneys' fees as provided by 18 U.S.C. § 1964, and such other relief as the Court deems just and proper.

**COUNT II-CONSPIRARCY TO ENGAGE
IN A PATTERN OF RACKETEERING – 18 U.S.C. § 1962(d)
(Plaintiffs v. Bradicich, Meyerson, Gargan and Adkins)**

155.   Plaintiffs incorporate by reference the averments of the preceding paragraphs as if

set forth at length herein.

156.   As specifically enumerated above, Bradicich, Meyerson, Gargan and Adkins

associated with an enterprise (STG) engaged in interstate commerce and whose activities directly

affected interstate commerce.

157.   Bradicich, Meyerson, Gargan and Adkins did conduct and participate, either

directly or indirectly, in the conduct of the affairs of STG through a pattern of racketeering in

violation of 18 U.S.C. § 1962(c) and (d).

158.   Since 2005, Bradicich, Meyerson, Gargan and Adkins cooperated jointly and

severally in the commission of two (2) or more of the RICO predicate acts that are itemized in 18

U.S.C. § 1961 (1)(A) and (B), and did so in violation of 18 U.S.C. § 1962(d).

159.   Bradicich, Meyerson, Gargan and Adkins did commit two (2) or more of the

predicate acts itemized above in a manner that they calculated and premeditated intentionally

would continue their racketeering activities in violation of 18 U.S.C. § 1962(d).

160.   As a result of the scheme, Devon has incurred damages in excess of $12,000,000,

and additional damages from the redirection of the entire business operations in order to focus on

the IBM relationships.

WHEREFORE, Plaintiffs, Devon IT, Inc., Devon AD Tech, Inc., and Devon IT

(Europe), Ltd. respectfully request that this Honorable Court enter judgment in their favor and

against Defendants Bradicich, Meyerson, Gargan and Adkins for treble damages, together with

interest, costs and reasonable attorneys' fees as provided by 18 U.S.C. § 1964, and such other

relief as the Court deems just and proper.

COUNT III-BREACH OF FIDUCIARY DUTY
(Devon IT v. Bradicich)

161.   Plaintiffs incorporate by reference the averments of the preceding paragraphs as if

set forth at length herein.

162.   As a member of Devon IT's and DIG's Boards, Bradicich owed Devon IT

fiduciary duties, including the duty of loyalty.

163.   Bradicich breached his fiduciary duties, including the duty of loyalty, by

unreasonably and wrongfully concealing STG's termination of the Blade Project to the detriment

of Devon IT, advising Devon to invest in the Blade and iDataPlex projects based on trumped up

sales projections and market information that Bradicich knew to be false, failing to disclose to

Devon that the projections were false, and by diverting Devon's funding and marketing resources

to his son's company, GeeVee, Inc., for his own benefit.

164.   Bradicich also breached his fiduciary duties by failing to disclose to Devon IT

that the $8,000,000 it invested in the iDataPlex Project was being used for STG purposes other

than the projects in which Devon agreed to invest.

165.   As a result of Bradicich's breach, Devon IT suffered damages, including the loss

of no less than $12,000,000 in investment monies and additional damages from the redirection of

its entire business operations in order to focus on the STG relationships.

WHEREFORE, Plaintiff, Devon IT, Inc., respectfully requests that this Honorable Court

enter judgment in its favor and against Thomas Bradicich in an amount in excess of Seventy-

Five Thousand Dollars ($75,000.00) for compensatory and punitive damages, together with

interest, costs and attorneys fees, and such other relief as the Court deems just and proper.

COUNT IV BREACH OF CONTRACT
(Plaintiffs v. IBM)

166.   Plaintiffs incorporate by reference the averments of the preceding paragraphs as if

set forth at length herein.

167.   On July 10, 2008, IBM and Devon entered into the Restructured Agreements. See

Exhibits "E" and "F."

168.   Pursuant to the Restructured Agreements, IBM agreed, *inter alia*, to award Devon

the right to use up to 60 part numbers (30 per Restructured Agreement) under IBM's modified

vendor logo for hardware program. See Exhibit "F" at §§ 3.5.1, 19.0; Exhibit "G" at § 3.6.1.

169.   Following the execution of the Restructured Agreements, on February 23, 2009,

Devon and IBM entered into the Addenda to the Restructured Agreements adding and/or

modifying certain terms in the Restructured Agreements. See Exhibits "H" and "I" respectively.

170.   Pursuant to the Addenda, IBM agreed to refrain, until December 31, 2010, from

proactively enabling thin client hardware products that are "similar or reasonably equivalent in

function to Devon's TC-5 and/or TC-2 product." See Exhibit "H" at § 2.0; Exhibit "I" at § 2.0.

171.   Following the execution of the Addenda, IBM (through its component STG)

proactively enabled a similar or reasonably equivalent thin client hardware product developed by

Wyse, in breach of IBM's obligations under the Addenda.

172.   As a result of IBM's breach of the Addenda, Devon has suffered damages.

WHEREFORE, Plaintiffs, Devon IT, Inc., Devon AD Tech, Inc., and Devon IT (Europe), Ltd. respectfully request that this Honorable Court enter judgment in its favor and against IBM in an amount in excess of Seventy-Five Thousand Dollars ($75,000.00) for compensatory and such additional damages permitted by law, together with interest, costs and attorneys fees, and such other relief as the Court deems just and proper.

COUNT V-COMMONLAW FRAUD/FRAUD IN THE INDUCEMENT
(Plaintiffs v. Defendants)

173.   Plaintiffs incorporate by reference the averments of the preceding paragraphs as if set forth at length herein.

174.   The RICO Defendants intentionally misrepresented the circumstances of the Blade and iDataplex investments for the purpose of inducing investments from Devon that the RICO Defendants could use for purposes inconsistent with those for which they were solicited.

175.   At the time the RICO Defendants solicited the investments, they did not believe that the representations they made to Devon were truthful, and did not believe that Devon would have made those investments if the RICO Defendants had disclosed their actual expectations about the potential for profit from those investments.

176.   During the June 2008 negotiations surrounding the restructuring of the Blade and iDataplex Agreements, Meyerson fraudulently misrepresented that expected sales were at least 100,000 planars per quarter with a likelihood of more than 500,000 planar sales per quarter. Meyerson represented that the royalty stream based upon the payment of $100 per planar through the second quarter of 2010 would return to Devon the $8 million that had been invested in the iDataPlex Project, plus reasonable interest. Meyerson characterized the proposed restructuring of the iDataPlex Agreement as an "underhand" pitch.

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177.   In reality, the planar sales to date have not come anywhere near Meyerson's

projections. Indeed, the actual planar sales and royalty payments have been as follows:

Quarter	Units Sold	Cap	Actual Royalty
3Q08	755	$ 400,000	$ 75,500
4Q08	5,626	750,000	562,600
1Q09	2,687	1,325,000	268,700
2Q09	7,431	1,325,000	743,100
3Q09	3,964	1,325,000	396,400
4Q09	9,623	1,325,000	962,300
1Q10	3,484	1,325,000	348,400

178.   Meyerson's representations regarding the planar sales projections constituted a

false representation of material fact, and Meyerson knew that the representations were false at

the time he made them.

179.   Meyerson made these false statements with the specific intent that Devon would

rely upon them and enter into the restructured July 2008 Blade and iDataplex Agreements with

IBM.

180.   It was reasonable and justified for Devon to rely upon these misrepresentations

because it was in the interest of both Devon and IBM to work out an amicable solution to the

issues surrounding the failed Blade and iDataplex Projects.

181.   Devon would not have entered into the July 2008 restructured agreements had it

known the actual projections.

182.	During the negotiations for the Addenda, IBM agreed to refrain, until December 31, 2010, from proactively enabling thin client hardware products that are "similar or reasonably equivalent in function to Devon's TC-5 and/or TC-2 product." See Exhibit "H" at § 2.0; Exhibit "I" at § 2.0. The RICO Defendants had no present intention of causing STG to comply with that agreement.

183.	At the same time, the RICO Defendants and STG continued to withhold from Devon true information regarding the uses made by the RICO Defendants of the funds invested by Devon and regarding the future intentions of the RICO Defendants regarding those projects.

184.	Devon would not have entered into the Addenda if the RICO Defendants or IBM had accurately disclosed the previous uses made of Devon funds or the future intentions of the RICO Defendants regarding those projects.

185.	As a result of those false statements, Devon has suffered damages.

WHEREFORE, Plaintiffs, Devon IT, Inc., Devon AD Tech, Inc., and Devon IT (Europe), Ltd. respectfully request that this Honorable Court enter judgment in their favor and against Defendants for rescission of the Restructured Agreements and the Addenda, and also for damages in an amount in excess of Seventy-Five Thousand Dollars ($75,000.00) for compensatory and punitive damages, together with interest, costs and attorneys fees, and such other relief as the Court deems just and proper.

COUNT VI-PRIMA FACIE TORT – RESTATEMENT (SECOND) § 870
(Plaintiffs v. Defendants)

186.	Plaintiffs incorporate by reference the averments of the preceding paragraphs as if set forth at length herein.

187.   Through operation of the Ponzi scheme caused above, IBM and the RICO Defendants have intentionally caused injury to Devon. The conduct of IBM and the RICO Defendants in fraudulently soliciting and using the investments from Devon is culpable and has no lawful justification.

WHEREFORE, Plaintiffs, Devon IT, Inc., Devon AD Tech, Inc., and Devon IT (Europe), Ltd. respectfully request that this Honorable Court enter judgment in their favor and against Defendants for an amount in excess of Seventy-Five Thousand Dollars ($75,000.00) for compensatory and punitive damages, together with interest, costs and attorneys fees, and such other relief as the Court deems just and proper.

COUNT VII-NEGLIGENCE
(Plaintiffs v. IBM)

188.   Plaintiffs incorporate by reference the averments of the preceding paragraphs as if set forth at length herein.

189.   IBM had a duty to supervise and monitor the activities of the STG Division and the RICO Defendants.

190.   IBM acted with negligence when it established a system of compensation that gave the RICO Defendants an incentive to defraud those with whom they do business and when it failed to establish monitoring systems reasonably designed to prevent and detect such fraud.

191.   IBM's failure to supervise and monitor its employees led directly to and proximately caused the injury to Devon described above.

192.   Devon has suffered actual harm as a result of IBM's failure.

WHEREFORE, Plaintiffs, Devon IT, Inc., Devon AD Tech, Inc., and Devon IT (Europe), Ltd. respectfully request that this Honorable Court enter judgment in their favor and

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against IBM for an amount in excess of Seventy-Five Thousand Dollars ($75,000.00) for

compensatory damages, together with interest, costs and attorneys fees, and such other relief as

the Court deems just and proper.

COUNT VIII-PARTICIPATION IN A BREACH OF FIDUCIARY DUTY
(Plaintiffs v. IBM)

193.   Plaintiffs incorporate by reference the averments of Count III (for breach of

fiduciary duty) as if set forth at length herein.

194.   IBM had actual knowledge of the fiduciary obligations Bradicich owed to Devon

and of the actions he took to breach those obligations. Among other things, the general counsel

of IBM was instrumental in arranging the precise role Bradicich would play at Devon and acted

with full awareness of the potential for harm to Devon.

195.   IBM profited from the deception of Devon that was effected by Bradicich's

breach of his duty of loyalty to Devon.

196.   Devon has suffered actual harm as a result of the breach of fiduciary duty and

IBM's participation in it.

WHEREFORE, Plaintiffs, Devon IT, Inc., Devon AD Tech, Inc., and Devon IT

(Europe), Ltd. respectfully request that this Honorable Court enter judgment in their favor and

against IBM for an amount in excess of Seventy -Five Thousand Dollars ($75,000.00) for

compensatory and punitive damages, together with interest, costs and attorneys fees, and such

other relief as the Court deems just and proper.

COUNT IX-AIDING AND ABETTING A PATTERN OF RACKETEERING ACTIVITY AND CONSPIRACY TO ENGAGE IN A PATTERN OF RACKETEERING ACTIVITY – 18 U.S.C. § 1962(c) & (d)
(Plaintiffs v. IBM)

197.   Plaintiffs incorporate by reference the averments of Counts I (for racketeering) and II (for conspiracy to engage in racketeering) as if set forth at length herein.

198.   IBM had actual knowledge of many of the activities of the RICO Defendants. Among other things, IBM's general counsel participated in the fraudulent inducement of the Restructured Agreements and the Addenda. IBM's general counsel also participated in the structuring of Bradicich's role on the advisory boards of first Devon IT and then DIG.

199.   On information and belief, IBM acted with the intention to facilitate the racketeering activities of the RICO Defendants.

WHEREFORE, Plaintiffs, Devon IT, Inc., Devon AD Tech, Inc., and Devon IT (Europe), Ltd. respectfully request that this Honorable Court enter judgment in their favor and against IBM for treble damages, together with interest, costs and reasonable attorneys' fees as provided by 18 U.S.C. § 1964, and such other relief as the Court deems just and proper.

JURY TRIAL DEMANDED

Plaintiffs hereby demand a jury trial of all claims for relief that may be tried before a jury.

Respectfully submitted,

Dated: June 16, 2010

MITTS MILAVEC, LLC

Maurice R. Mitts, Esquire
Mark L. Rhoades, Esquire
Amy L. Blackmore, Esquire
Attorney Id. Nos.: 50297/80641/209584
Two Logan Square, 12th Floor
Eighteenth and Arch Streets
Philadelphia, PA 19103
(215) 569-1800 (telephone)
(215) 569-1822 (facsimile)

Counsel for Plaintiffs

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Devon IT, et al. v. IBM Corporation, et al.
Index of Exhibits to the Complaint

Exhibit	Date	Document	Description
A	10-3-05	IBM/DevonIT Blade Collaboration Agreement	Agreement #4905RL2238 Signed by Ronald Clarke, Director of ISC for IBM on 11/7/05 and Joe Makoid, President of Devon IT on 10/31/05 10 pages
B	9-28-07	Marketing Agreement	Agreement between IBM and Devon IT Signed by Bernard Meyerson, Vice President and CTO of IBM and Joe Makoid, President of Devon IT on 9/28/07 7 pages
C	6-7-07	IBM/Devon IT Hosted Client Collaboration Agreement	Agreement #L075173 Signed by Bernard Meyerson, VP Strategic Alliances and CTO STG of IBM on 6/7/07, and John Bennett, M.D., Chairman and CEO of Devon IT on 6/4/07 16 pages
D	March 2007	Advisory Board Retainer and Appointment Agreement	Appointment of Thomas M. Bradicich, Ph.D., to be a member of Devon IT's Advisory Board and to act as a consultant to Devon IT and the Advisory Board Signed by John Bennett, M.D., Chairman and CEO of Devon IT on 3/8/07, and Thomas M. Bradicich, Ph.D., on 3/6/07 2 pages

E		Advisory Board Retainer and Appointment Agreement	Appointment of Thomas M. Bradicich, Ph.D., to be a member of Devon Group's Advisory Board and to act as a consultant to Devon Group and the Advisory Board Signed by John Bennett, M.D., Chairman and CEO of Devon International Group on 2/1/07, and Thomas M. Bradicich, Ph.D., on 12/18/01 (?) 2 pages
F	July 2008	Blade Enablement Agreement	Agreement restructures prior agreement Agreement Effective Date of 7/9/08, page signed by John Bennett, CEO and Chairman of Devon IT on 7/9/08 and Bernard Meyerson, VP and CTO of IBM on 7/10/08 24 pages
G	July 2008	Hosted Client Solution Enablement Agreement	Agreement restructures prior agreement 1 & 2 (marketing agreement) Agreement Effective Date of 7/9/08, page signed by John Bennett, CEO and Chairman of Devon IT and CEO and Chairman of Devon AD Tech on 7/9/08, and Bernard Meyerson, VP and CTO of IBM on 7/10/08 25pages
H	February 2009	Addendum 1 to Blade Enablement Agreement	Agreement between IBM, Devon IT, and Devon Europe to include: Devon IT, Devon Europe and Devon AD Tech and to make change to prior agreements Signed by Bernard Meyerson ,VP and CTO of IBM on 2//16/09, Joe Makoid, Director and President of Devon IT (Europe) on 2/23/09; Also signed by Makoid as President of Devon IT on 2/23//09, and as Director and President of Devon AD Tech on 2/2309 39 pages

I	February 2009	Addendum 1 to Hosted Client Solution Enablement Agreement	Agreement between IBM, Devon AD Tech Signed by Bernard Meyerson, VP and CTO of IBM on 2/16/09 and Joe Makoid, as Director and President of Devon AD Tech, President of Devon IT and Director and President of Devon IT (Europe) on 2/23/09 28 pages
J	9-20-07	Email	Email to Bob Chrisfield from Kathy McGroddy Subject: Idataplex Contract Re: LOI and future payments to Devon AD 1 page
K	9-26-07	Email string	Original email dated 9/25/07 from Tim Jones to Bill Horrocks: Subject Aspen GA Milestone Email dated 9/26/07 from Bill Horrocks to Tim Jones responding to Jones' email and confirming that Devon will accelerate payment process Email dated 2/26/07 from Donna Earley to Joe Makoid re: discussion about payment o IBM Email dated 9/26/07 from Joe Makoid to Donna Earley re: OEMS 2 pages
L	6-25-07	Email	Email dated 6/25/07, from Joe Makoid to Tom, Bennett, Makoid and Mancini Subject: GEEVEE.com is hot… Re: success of GEE VEE 1 page
M	1-15-08	Email	Email dated 1/15/08 from Tom Bradicich to Joe Makoid

			Subject: Sungard collocation facilities Jason's new invention and feature to launch 1 page
N	2-19-08	Email	Email dated 2/19/08 from James Gargan to Joe Makoid Subject: Cplex funding 1 page

EXHIBIT A

IBM / DevonIT Blade Collaboration Agreement

This Blade Collaboration Agreement (the "Agreement") dated October 3, 2005 ("Effective Date"), by and between International Business Machines Corporation ("IBM") and Devon IT, Inc. ("Devon") (Devon and IBM are referred to sometimes herein collectively as the "Parties" and individually as a "Party"), sets forth certain terms regarding a collaboration (the "Collaboration") between IBM and Devon pursuant to which Devon and IBM intend to fund the design and development of an IBM fixed function hosted client blade server solution , which is developed using the funds provided and branded in accordance with the terms of this Agreement (the "Blade").

1.0   Scope

The Parties will invest money and resources, as set forth in subsequent sections of this Agreement, to enable development of the Blade. Although the results of the Collaboration are not guaranteed, the Parties agree that the objectives of the Collaboration include IBM's development of the Blade.

2.0   Product Development

Devon and IBM individually acknowledge that the activity to develop the Blade contains a degree of risk and, as such, the results are neither certain nor guaranteed. Devon and IBM further acknowledge that the Parties may ultimately be unable to develop the Blade.

2.1   IBM will provide the necessary resources (either IBM employees or contractors obtained by IBM) knowledgeable in the use and design of blade servers to help develop the Blade.

2.2   Devon will pay to IBM the development payments, as set forth in the following table, for IBM's use in the development of the Blade in accordance with the terms and conditions of this Agreement. For each of the milestones set forth below, payment shall become due upon Devon's validation of IBM's compliance with the associated milestone.

Milestone	Payments
Signed Agreement	$ 500,000
IBM Commit Exit	$1,500,000
General Availability	$2,000,000
TOTAL	$4,000,000

"IBM Commit Exit" shall mean the IBM checkpoint at which internal funding and resources are committed to the Blade.
"General Availability" or "GA" shall mean the date on which the Blade is commercially available for purchase through IBM's end-user marketing channels, either directly or indirectly. Delivery of pre-release Blades on a fee or non-fee basis to end users, independent software vendors, or systems manufacturers for testing or adaptation purposes does not constitute General Availability.

2.3   Devon will make the foregoing payments within thirty (30) days of IBM issuing an invoice to Devon for meeting the associated milestone or for charges associated with accomplishing future milestones. IBM will provide Devon with reasonable written proof and assistance, which is sufficient to demonstrate that IBM has met the foregoing development milestones and that the foregoing dollar

amounts were used to complete each respective development milestone. If Devon's account becomes in arrears with respect to an undisputed amount, in addition to its right to hold Devon in default under the terms of this agreement, IBM reserves the right to (a) assess an additional charge of the lesser of the greatest amount allowed by applicable law or one and one half percent (1.5%) on the past due amount for each thirty (30) days outstanding, prorated on a daily basis and/or (b) to stop development of the Blade.

2.4   Devon and IBM acknowledge and agree that Devon's development payments made to IBM under this Section are nonrefundable. In the event that IBM, in its sole discretion, cancels or determines that it is unable to successfully develop the Blade described in this Agreement, Devon is not obligated to make further contribution payments after such time.

2.5   If IBM fails to complete a milestone in Section 2.2 above, Devon agrees to pay all reasonable expenses incurred by IBM in its attempt to achieve the milestone up to the amount of the appropriate milestone payment.

2.6   Separate from the expenses listed above, and except as otherwise noted herein, each Party will pay for all of its own development expenses, including its own equipment, personnel, travel expenses, and other resources.

2.7   To the extent possible, and not inconsistent with the milestones set out herein, IBM will endeavor to expedite any processes or milestones possible but shall in no way be obligated to do so.

2.8   The Parties may seek to expand their relationship by extending Devon's role as a development collaborator for future versions of the Blade. The terms and conditions of any such expansion shall be negotiated between Devon and IBM in a separate definitive agreement.

2.9   The Parties agree to negotiate in good faith a separate definitive agreement concerning Devon's connection broker software. Such agreement will set forth the terms under which IBM may make the Devon connection broker software available to its customers and may include one or more of the following sales models: a) reference sell, b) resell under a vendor logo program, or c) resell as an IBM branded product.

3.0   IBM Responsibilities

3.1   IBM may, in its sole discretion, determine that it is unable to successfully develop the Blade. Unless such a determination is made, IBM will use commercially reasonable efforts to design, develop, manufacture, and bring the Blade to market no later than the third quarter of 2006, although the Parties intend to attempt to make the product generally available in June, 2006. IBM's efforts to create the Blade are development work, and as such, no results are certain or guaranteed. Devon and IBM acknowledge and agree that IBM may ultimately be unable to develop the Blade that offer performance competitive with other blades of similar function in the industry.

3.2   In the event IBM determines to proceed with developing and distributing the Blade through IBM's sales channels in accordance with Section 3.4, IBM will fund its efforts associated in creating and developing a market for the Blade.

3.3   IBM will assign and fund an employee to develop and implement a marketing strategy and programs for the Blade.

IBM / DevonIT Blade Collaboration Agreement   Agreement #4905RL2238

> 3.3.1   IBM shall provide Devon, on no less than a quarterly basis throughout the term of this Agreement, with a non-binding twelve (12) month monthly rolling forecast for sales of the Blade. The first Forecast shall be made available to Devon no later than sixty (60) days prior to the date IBM declares the Blade as being generally available ("GA") to IBM's customers. Forecasts are not orders or a commitment to sell, and are used for planning purposes only, and IBM has no obligation to either sell units of Blade products or to pay royalties for Blade products in accordance with its forecasts. Devon understands and agrees that such forecasts are for Devon's planning purposes only and they do not create any obligation or liability on the part of IBM, either directly or indirectly.

3.4   To the extent the Blade is made generally available by IBM, IBM will actively market, sell, and support such Blade as a fixed function hosted client blade server solution using sales specialists within that portion of IBM's server sales organization whose mission is to sell x86-based BladeCenter hardware, and using other channels and marketing activities that IBM reasonably determines are appropriate for such classes of systems.

> 3.4.1   Devon may choose to seek to become an IBM OEM for the Blade so that Devon can sell the Blade to its own customers under its own logo. The terms and conditions of any such agreement shall be set forth in a separate OEM agreement between Devon and IBM.

> 3.4.2   To the extent the Blade is made Generally Available by IBM, and IBM sells the Blade to customers, IBM will pay Devon a royalty as described in Section 18 and Attachment A.

3.5   To the extent permitted by IBM's confidentiality obligations to third parties, IBM shall provide Devon with benchmark information, and other information regarding functionality of the Blade prototypes that it may obtain from third parties.

3.6   IBM will secure Devon's written approval before using Devon's name or products in IBM's marketing collateral, except where fair use is permitted by applicable law or the use is permitted by a separate written agreement.

3.7   IBM may, at its sole discretion, participate in joint marketing and sales activities with Devon. Such joint marketing and sales activities may include, without limitation, marketing campaigns, launch activities, advertising campaigns, creation of marketing collateral and participation in trade shows, seminars and similar events, as well as identifying targeted customers or segments, connecting IBM's sales force with Devon's sales force, and establishing a lead management process.

3.8   In the event that IBM, in its sole discretion, determines that it is unable to successfully develop the Blade and cancels this project, IBM shall not be required to undertake any additional development work with respect to the Blade or complete any related partially completed design work under this Agreement.

3.9   The Parties agree to make a public statement of direction regarding their relationship preceding the planned General Availability of the Blade, provided that the timing of the announcement will be determined by mutual, written agreement of the Parties.

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3.10   Upon signing this Agreement, the Parties agree that IBM may brief customers selected by IBM about plans for the Blade, pursuant to the terms of a confidential disclosure agreement between IBM and such customer.

4.0   Devon Responsibilities

4.1   Devon will make the payments outlined in Section 2 above.

4.2   Devon will secure IBM's written approval before using IBM's name or products in Devon's marketing, except where fair use is permitted by applicable law.

4.3   Devon will fund one full-time IBM employee at IBM's RTP location to assist in the marketing of the product. The Parties will jointly agree upon a plan of marketing actions to be taken by the Parties.

5.0   Intellectual Property (IP) Rights and Licenses

5.1   Except as otherwise explicitly set forth herein, neither Party conveys to the other Party (by implication, estoppel or otherwise) any right or license under any patents, copyrights, trade secrets, trademarks, service marks, logos, trade names or any other intellectual property rights. IBM shall have and retain ownership over all intellectual property rights of any kind resulting from the development efforts under this Agreement; this Agreement is not a "works for hire" agreement.

5.2   If, within 5 years following General Availability, IBM ceases to actively market or sell the Blade and replaces it with a Follow-on Blade, Devon will, for the remaining term of the agreement, be entitled to receive royalties for sales of such Follow-on Blades at rates reduced from those set forth in Attachment A Section 3.0 in proportion to IBM's estimate (expressed as a percentage) of the amount of fundamental features and function delivered by the Follow-on Blade which have been significantly reworked or redesigned as compared to the Blade. A Follow-on Blade shall mean a replacement blade that performs substantially the same function as the Blade, but which includes changes or additions, other than error corrections or speed enhancements, that add substantial customer value. A replacement blade is not a Follow-on Blade if its primary differentiation from the Blade is the correction of known errors or the incorporation of a faster microprocessor to provide a performance improvement. Such a replacement blade is, for the purposes of this Agreement, a re-release to market of the original Blade.

5.3   If, within 24 months following General Availability, IBM ceases to actively market or sell the Blade and does not replace it promptly with a Follow-on Blade, IBM will grant to Devon, in a separate written agreement to be negotiated by the Parties, for a period no longer than the remaining term of this Agreement a worldwide, royalty bearing (not to exceed the royalty rates paid by Devon to IBM under this Agreement) non-exclusive copyright license in the Blade to use, reproduce, demonstrate, display, distribute, and create derivative works of such Blade for the purpose of designing, manufacturing, selling and supporting the Blade. IBM agrees to provide Devon no less than 3 months advance notice of its intention to cease actively marketing or selling the Blade. The Parties agree to use reasonable efforts to reach agreement on the royalty-bearing license.

6.0   Trademarks
This Agreement does not grant either Party the right to use the other Party's or their Affiliates trademarks, trade names or service marks.

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7.0   Representations and Warranties

Each party represents and warrants that it has full authority to enter into this Agreement.

Each Party (or the Party indicated in the subsection below) makes the following representations and warranties for the benefit of the other, as a present and ongoing affirmation of facts in existence at all times when this Agreement is in effect:

Each Party represents and warrants that, in entering into this Agreement and during the term of this Agreement, it does not and will not rely on any promises, inducements, representations or assurances made by the other Party with respect to the subject matter of this Agreement, nor on the expectation of any other business dealings with the other Party, now or in the future, except as specifically provided in this Agreement.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR OTHERWISE STATED IN A PARTICULAR ATTACHMENT, NEITHER PARTY MAKES ANY WARRANTIES NOR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE BLADE OR THE ACTIVITIES UNDER THIS AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH ELSEWHERE IN THIS AGREEMENT OR OTHERWISE STATED IN A PARTICULAR ATTACHMENT INCORPORATED BY REFERENCE HEREIN (IF ANY), EACH PARTY HEREBY EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES OF NON-INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

8.0   Limitation of Liability

Each Party's entire liability and the other's exclusive remedy shall be as follows: For any claim concerning performance or nonperformance by either Party pursuant to, or in any way related to, the subject matter of this Agreement, the damaged Party shall be entitled to seek injunctive relief or recover actual damages to the limits set forth in this Section. Except for claims of IBM for nonpayment of amounts due and payable under this Agreement, each Party's liability for actual direct damages from any cause whatsoever will be limited to $100,000. This limitation will apply, except as otherwise stated in this Section, regardless of the form of action, whether in contract or in tort, including negligence. This limitation will not apply to claims for bodily injury or damage to real property or tangible personal property for which the other parties are legally liable. In no event will either Party be liable for any lost profits, lost savings, incidental damages, or other economic consequential damages, even if advised of the possibility of such damages. In addition, neither Party will be liable for any damages claimed by the other Party based on any third party claim.

9.0   Survival

The following Sections shall survive termination or expiration of this Agreement and continue in effect to the extent necessary to fulfill the purposes of this Agreement: (a) Sections 2.4, 2.5, 2.6, 3.8, 5.1, 6.0 through 17.0, 18.0 (but not 18.1 or 18.2), and Section 19.0 through 27.0; (b) with respect to payments due for milestones achieved prior to such termination or expiration, Sections 2.2, 2.3, 4.1 and 18.2; and (c) so long as Devon has made all payments described in Section 2.2 and unless IBM terminates the Agreement under Section 11.1, Sections 3.4.2, 5.2, 18.1 and Attachment A.

10.0   Term

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This Agreement will expire five (5) years from the Effective Date but not later than June 15, 2011, unless extended by the mutual agreement of the Parties or unless terminated earlier as may be provided therein.

11.0   Termination

11.1   Either Party shall have the right to terminate this Agreement if the other Party fails to cure a material breach of the terms of this Agreement within sixty (60) days of receipt of written notice thereof from the non-breaching Party; provided, however, that if the material breach cannot be reasonably cured within the sixty (60) day period, the Parties will agree in writing to a reasonable extended period.

11.2   Either Party shall have the right to terminate this Agreement upon ninety (90) days notice for any reason.

12.0   Taxes
Each Party shall have sole responsibility for the payment of all taxes and equivalents and duties imposed by all governmental entities, as they pertain to its duties, obligations and performance under this Agreement.

13.0   Confidentiality
The Parties agree that the existence and content of this Agreement and specific materials and documents related to the Blade shall be subject to the terms of the Confidential Disclosure Agreement ("CDA") No. 7S-A72A-0604-307 between the Parties. Unless exchanged under the CDA, information exchanged between the Parties shall be deemed non-confidential.

14.0   Freedom to Compete
Nothing in this Agreement will preclude either Party from independent development of any product, feature or function, or from entering into similar collaborations or alliances with other parties for the development of similar products, or from being otherwise able to freely compete, provided that a Party may not share the other Party's confidential information except as set forth in the terms of Confidential Disclosure Agreement ("CDA") No. 7S-A72A-0604-307.

15.0   Governing Law
This Agreement shall be governed by the substantive laws of the State of New York, USA, without regard to the conflicts of laws provisions of New York. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

16.0   Counterparts
For purposes of this Agreement, facsimile signatures may be construed as original signatures. Furthermore, this Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, and such counterparts together shall constitute one instrument.

17.0   Notice
Unless otherwise agreed to by the Parties, all notices required under this Agreement shall be deemed effective when received and made in writing by either (i) registered mail, (ii) certified mail, return receipt requested, or (iii) overnight mail, addressed and sent to the attention:

          Devon: Devon IT, Inc.
                 1100 First Avenue, Suite 100

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King of Prussia, PA 19406
Attn: _Joe McLoin, President_

IBM: International Business Machines Corporation
                3039 Cornwallis Road
                Mail Stop YTRA/002
                Research Triangle Park, NC 27709
                Attn: Site Counsel

with a copy of non-technical notices to:

Devon: Devon IT, Inc.
                1100 First Avenue, Suite 100
                King of Prussia, PA 19406
                Attn: _Jennifer Wright_

IBM: International Business Machines Corporation
                3039 Cornwallis Road
                Mail Stop ENE/002
                Research Triangle Park, NC 27709
                Attn: Luaskya Nonon

18.0   Payments

Payments due under this Agreement shall be made by electronic funds transfer. Payments shall be
deemed to be made on the date credited to the following accounts:

IBM

Bank: JP Morgan Chase
                        New York, N.Y.
Account Name: IBM Corporation Concentration Account
Account #:   323-213499
ABA Routing #:   021 000 021
Ref: Project : DIT
Bank Contact: Ms. Joyce Leary-Bates
                        1 Chase Manhattan Plaza
                        New York, NY
                        Tel: (212) 552-3779

Devon IT

Bank: _WSFS_
                        Wilmington, DE
Account Name: _Devon IT, Inc._
Account #:   _2080324441_
ABA Routing #:   _031100102_
Ref:
Bank Contact:

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18.1   Royalty Payments
In consideration for Devon's development payments (described in Section 2.2), IBM will pay Devon a royalty for each Blade shipped in accordance with Attachment A.

18.2   Development Payments
Devon will pay IBM the non-refundable development payments as described in Sections 2.2, 2.3 and 2.4. Devon shall issue a Purchase Order for each of the milestones listed in Section 2.1. Such Purchase Orders shall include reference to this Agreement and Agreement number and will not vary the terms of this Agreement.

19.0   Headings
The headings of this Agreement are provided for reference only and shall not be used as a guide to interpretation.

20.0   Independent Contractors
Each Party is and shall remain an independent contractor with respect to all performance rendered pursuant to this Agreement. Neither Party nor any employee thereof shall be considered an employee or agent of the other Party for any purpose and shall have no authority to bind or make commitments on behalf of such other Party for any purpose and shall not hold itself or themselves out as having such authority.

21.0   Force Majeure
Neither Party shall be held liable for failure to fulfill its obligations other than payment obligations under this Agreement, if the failure is caused by flood, extreme weather, fire, or other natural calamity, acts of governmental agency, or similar causes beyond the control of such party, and the term for performance shall be increased to a reasonable period of time.

22.0   Waiver of Trial by Jury
The Parties expressly waive any right to a jury trial regarding disputes related to this Agreement and agree that any proceeding under this Agreement shall be tried by a judge without a jury.

23.0   No Other Rights
This Agreement shall not be construed to grant any rights by implication, estoppel, or otherwise, that are not granted through its express provisions.

24.0   No Third Party Beneficiaries
This Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein shall be construed to give any other person or entity any legal or equitable rights hereunder.

25.0   Severability
If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect and shall be interpreted, to the extent possible, to achieve its purposes without the invalid, illegal or unenforceable provision.

26.0   Entire Agreement
This Agreement, and the provisions in it in effect from time to time by their terms, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, oral or written,

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and all other communications relating to the subject matter of this Agreement. No modification, alteration or amendment shall be effective unless made in writing and signed by duly authorized representatives of both Parties.
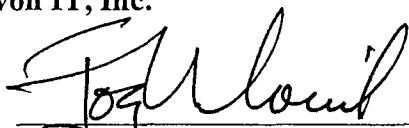
27.0   Waiver
No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.

IN WITNESS WHEREOF the Parties, through their respective duly authorized representatives, hereby execute this Agreement on the Effective Date.

IBM Corporation   **Devon IT, Inc.**

By: _____   By: _____

Print: __RONALD M. CLARKE__   Print: __JOE MAKOID__

Title: __DIRECTOR, ISC__   Title: __President Devon IT__

Date: __11/7/05__   Date: __10/31/05__

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Attachment A
Royalty Payments

1.0   Royalty Calculations

IBM will pay Devon royalties for each Blade IBM ships in accordance with Section 3.0 below of this Attachment A.   Payment will be made in US dollars, 90 days following the close of the calendar quarter for which royalties were reported by IBM. Payments by IBM shall consist of the applicable royalties less refunds, reversals, write-offs, credits and the like. In the US, a royalty payment quarter ends on the last day of the calendar quarter. Outside of the US, a royalty payment quarter is defined according to IBM's current administrative practices. Royalties and other payments will be paid less adjustments and refunds due to IBM. IBM will provide a statement summarizing the royalty calculations with each royalty report.

2.0   Lower Payment

IBM may request a lower royalty for the Blade when a transaction requires a substantial discount or as changes in market conditions dictate. Upon mutual agreement, the parties will sign a letter specifying the lower royalty payment for the requested transaction or the parties will sign an amendment to this Agreement for lower royalty payments resulting from changing market conditions.

3.0   Royalty

Total cumulative Volume	Royalty per Blade shipped
1 to 10,000	$95
10,001 to 25,000	$68
25,001 to 50,000	$42
50,001 to 100,000	$28
100,001+	$19

3.1   Term of Royalty Payments

IBM shall pay the royalty payments set forth in Section 3.0 of this Attachment for a period of five (5) years commencing on the first General Availability date of the Blade.

4.0   Exceptions to Royalty Payment Obligations

IBM has no royalty obligation for:

(a) the Blade or its derivative works used for:

　　1. IBM's or IBM Personnel's internal use;

　　2. development, maintenance or support activities conducted by IBM or IBM Personnel, or third parties under contract with IBM;

　　3. marketing demonstrations, customer testing or trial periods (including early support, prerelease, encrypted or locked sampler distributions not resulting in a license for full productive use, or other similar programs), Blade training or education; or

　　4. backup and archival purposes; and

(b) warranty replacements of the Blade.

EXHIBIT B

Marketing Agreement

This Marketing Agreement (the "Agreement") dated $September 28^{th}$, 2007 (the "Effective Date") is made and entered into by and between International Business Machines Corporation ("IBM") and Devon IT, Inc. ("Devon").

R E C I T A L S

WHEREAS, IBM and Devon are in the process of entering into procurement and reseller agreements that will allow each party to sell the "Solution" (defined below); and

WHEREAS, the parties desire to put in place a set of terms (a) regarding the parties' expectations for selling the Solution, and (b) establishing a joint marketing plan for sales of the Solution; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the adequacy of which is acknowledged, the parties hereto agree as follows:

1.0   Definitions

Large Volume Purchase means a single purchase of multiple units of the Solution which includes 1,600 or more Nodes. This definition may be changed from time to time at IBM's discretion.

Hosted Client means an application workload which is performed on desktop class technology (e.g, processors, chipset) including physical one-to-one hosted clients, virtual hosted clients, and shared hosted clients.

Remote Desktop Client refers to the use of a Terminal connected to a hosted client, in either a one-to-one or virtual fashion, to replicate the every day computing functionality of a standard desktop/laptop computer.

Node means a Devon product consisting of an Intel-based main board with user interface and video compression features and connections which shall be acquired by IBM for use in the Solution pursuant to a procurement agreement between IBM and Devon

Component(s) refer to the processor, memory DIMMs, hard drive, external cards and other 3rd party customer options that are procured by IBM and placed on the Node or within the Platform as part of the Solution.

Platform means IBM's powered 2U chassis including fans and hard drive connections for use in the Solution

Infrastructure means a framework designed by IBM and consisting of racks, cables, switches, and management appliances for the Solution.

Terminal refers to Devon's thin client product, or an instance of one of Devon's two thin client products, that has been designed for use with the Solution against a specification mutually agreed to by Devon's Chief Technology Officer and IBM's Vice President, Systems Technology Rack/Blade/x86, and which shall be acquired by IBM pursuant to a procurement agreement between IBM and Devon.

BladeWorks means Devon's connection broker software product for hosted client computing designed for the Solution which shall be acquired by IBM pursuant to a procurement agreement between IBM and Devon.

Solution refers to the inclusion of Node(s) and Component(s) within the Platform(s), and the inclusion of the Platform(s) within the Infrastructure, that when combined with BladeWorks and Terminal(s) forms a complete Remote Desktop Client offered by IBM as a complete solution, and which Devon shall have the right to resell pursuant to a reseller agreement between IBM and Devon.

2.0   Program Resources

2.1   Devon Staffing

Devon shall internally staff and fund the following positions to support the Solution:

(a) no less than five sales specialists at geographic locations mutually agreed to by the parties for the purpose of demand generation of Large Volume Purchases. Devon will staff these positions no later than February 1, 2008.

(b) one product manager, to be located in a mutually agreed location, to coordinate with IBM the Solution marketing and enablement joint activities.   Devon will designate this program manager no later than November 15, 2007 and send IBM's program manager the appropriate contact information.

2.2   IBM Staffing

IBM shall designate a product manager to support the Solution marketing and enablement activities.   IBM's initial product manager is:

Rajesh Sukhramani
Email: rsukhramani@us.ibm.com
Phone: 914-254-0529

3.0   Solution Enablement

3.1   Terminal

Upon Devon's demonstration of the interoperability of the Terminal as part of the Solution, execution of the procurement agreements specified in Section 3.7, and the Terminal's compliance with the requirements of such procurement agreement, IBM will make the Terminal generally available under an IBM part number to customers as an option with all hosted client offerings sold by IBM's System x Group that are compatible with the Terminal during the term of this Agreement; provided that the parties acknowledge and agree that no sales or marketing of the Solution shall occur prior to May 1, 2008.

If mutual agreement on the reseller agreement referenced in section 3.6 and the procurement agreement for the Node and BladeWorks referenced in sections 3.3 and 3.2 respectively, is not achieved within the time periods set forth in section 3.6 and 3.7, the parties agree to use

commercially reasonable efforts to independently complete negotiations for the procurement of the Terminal, referenced in this section, provided Devon remains in compliance at all times with all other contractual obligations to IBM.

3.2   BladeWorks

Upon Devon's demonstration of the successful attainment of a mutually agreed performance level of BladeWorks with the Solution, execution of the procurement agreements specified in Section 3.7, and the compliance of BladeWorks with the requirements of such procurement agreement, IBM will make BladeWorks generally available for sale under an IBM part number to customers as an option with the Solution; provided that the parties acknowledge and agree that no sales or marketing of the Solution shall occur prior to May 1, 2008. Notwithstanding the foregoing, IBM shall have the right to sell other third-party software with the Solution (without owing any fees to Devon).

3.3   Node

Upon completion of development of the Node, execution of the procurement agreements specified in Section 3.7, and demonstrated compliance of the Node with the requirements of such procurement agreement, IBM will make the Node generally available to customers as an IBM-branded component of the Solution; provided that the parties acknowledge and agree that no sales or marketing of the Solution shall occur prior to May 1, 2008.

3.4   Sales of the Solution

Upon the execution of the agreements set forth in Section 3.6 and 3.7 and general availability of the applicable products (which shall occur no earlier than May 1, 2008), Devon and IBM each will make the Solution available to end user customers when contemplated by this Agreement. Devon and IBM remain free to work together to identify additional potential resellers of the Solution to enable additional sales of the Solution.

3.5   Pricing

The purchase price paid for the Node, BladeWorks and the Terminal by IBM under the procurement agreement specified in Section 3.7 with Devon shall be established between the parties as an amount equal to Devon's base manufacturing costs ("BMC") for the Node, BladeWorks and the Terminal plus a percentage (the "Uplift") to be negotiated in connection with the negotiations of the procurement agreement specified in Section 3.7. Except for IBM's rack appliance manager products, the purchase price paid by Devon under the reseller agreement specified in Section 3.6 with IBM shall be established between the parties as an amount equal to IBM's BMC plus the Uplift. IBM's rack appliance manager products shall be priced according to IBM's standard list prices, subject to any discounts negotiated by the parties.

3.6   Reseller Agreement

The parties agree to use commercially reasonable efforts to successfully complete Devon's application as an IBM reseller for the Solution. Subject to successful completion of this process and Devon executing IBM's standard reseller agreement, IBM agrees to designate Devon as an

IBM reseller for the Solution when IBM part numbers are available for the Solution. IBM agrees to make its product manager available to assist Devon with the completion of IBM application forms. The parties acknowledge and agree that the reseller agreement will enable Devon to market and/or sell the Solution no earlier than May 1, 2008.

3.7   Procurement Agreement

The parties agree to use commercially reasonable efforts to conclude negotiations and execute a procurement agreement, a statement of work and three product unique attachments (one each for the Node, Terminal, and BladeWorks) within sixty (60) days of the Effective Date of this Agreement.

4.0   Joint Communications Plan

IBM and Devon will each apply reasonably sufficient resources to develop and finalize a joint communications plan no later than March 15, 2008. The joint communications plan will identify communications activities that include, but are not limited to, the following information:

- Internet marketing content
- Analyst briefing schedule
- Press / media schedule and plan
- Integrated messaging
- Demand acceleration
- IBM briefing center preparedness
- Sales training – both technical and seller oriented

As part of the development of the joint communications plan, IBM and Devon will discuss the potential for jointly establishing Market Development Funds ("MDF") to create end user demand for the Solution. The terms and conditions for any such MDF shall be set forth in a separate written agreement.

5.0   Change Process and Escalations

Except for disputes regarding intellectual property rights, any dispute between the parties either with respect to the interpretation of any provision of the Agreement or with respect to the performance by IBM or by Devon hereunder shall be resolved as specified in this Section.

Upon the request by either party, the product managers of each party shall meet to gather and furnish to the other all information with respect to the matter in issue which is appropriate and germane in connection with its resolution. The product managers shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding relating thereto.

During the course of such negotiation, all reasonable requests made by one party to the other for non-privileged information reasonably related to the Agreement, will be honored in order that each of the parties may be fully advised of the other's position. The specific format for such discussions will be left to the discretion of the product managers.

If the product managers cannot resolve the dispute within 10 business days from the date on which the notice of escalation was received, then the dispute shall be escalated to IBM's Vice President, STG Alliances and Devon's President respectively (collectively, the "Executive Sponsors") for their review and resolution. In the event that Executive Sponsors are unable to resolve the issues related to the requested change within 10 business days from the date on which the notice of escalation was received, or if the requesting party reasonably believes that waiting for the process described in this Section to complete will cause material harm, then the requesting party may pursue legal action.

6.0   Grant of Rights to IBM Platform and Infrastructure in Solution

In the event that IBM fails to develop the Platform and Infrastructure before December 31, 2009, IBM shall offer Devon a non-exclusive, royalty-free, as-is, non-warranted license (with a three year term) in the Platform and Infrastructure under its copyrights to make and/or have made for Devon, and prepare and distribute derivative works of the Platform and Infrastructure, and a non-exclusive, as-is, non-warranted license (with a three year term) under IBM's patents that are necessary to make, use and sell the Platform and Infrastructure under its then current terms and conditions, including a reasonable royalty. Notwithstanding the foregoing, the license IBM provides to Devon pursuant to this Section 6.0 shall be limited to usage by Devon in a Remote Desktop Client product.

7.0   Trademarks

This Agreement gives neither party any right to use the other party's trademarks or trade names for any purpose by implication, estoppel or otherwise. Each party agrees not to register or use any mark that is confusingly similar to any trademarks registered by the other party.

8.0   Termination

Either party may terminate this Agreement, without any cancellation charge, for a material breach of this Agreement by the other party or if the other party becomes insolvent or files or has filed against it a petition in bankruptcy ("Cause"), to the extent permitted by law. Such termination will be effective at the end of a thirty (30) day written notice period if the Cause remains uncured. This Agreement shall terminate two years after the Solution is made generally available by either party.

9.0 General

9.1   Amendments
This Agreement may only be amended by a writing specifically referencing this Agreement which has been signed by authorized representatives of the parties.

9.2   Assignment
Neither party will assign their rights or delegate or subcontract their duties under this Agreement to third parties without the prior written consent of the other party, such consent not to be withheld unreasonably, except that either party may assign this Agreement in conjunction with the sale of a substantial part of its business utilizing this Agreement. Any unauthorized assignment of this Agreement is void.

9.3   Choice of Law and Forum; Waiver of Jury Trial; Limitation of Action

This Agreement and the performance of transactions under this Agreement will be governed by the laws of the State of New York applicable to contracts executed in and performed entirely within that State. The United Nations Convention on Contracts for the International Sale of Goods does not apply. The parties expressly waive any right to a jury trial regarding disputes related to this Agreement. Unless otherwise provided by local law without the possibility of contractual waiver or limitation, any legal or other action related to a breach of this Agreement must be commenced no later than two (2) years from the date on which the cause of action arose.

9.4   Communications
All communications between the parties regarding this Agreement will be conducted through the Program Managers. All notices required in writing under this Agreement will be made to the Program Managers and will be effective upon actual receipt. Notices may be transmitted electronically, by registered or certified mail, or courier. All notices, with the exception of legal notices, may also be provided by facsimile.

9.5   Counterparts
This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same agreement. Any copy of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original.

9.6   Exchange of Information
All information exchanged is non confidential unless it will be made under a separate signed confidentiality agreement between the parties. The parties will not publicize the terms of this Agreement, or the relationship, in any advertising, marketing or promotional materials without prior written consent of the other party except as may be required by law, provided the party publicizing gives the other party reasonable prior notice to allow the other party a reasonable opportunity to obtain a protective order. Supplier will use information regarding this Agreement only in the performance of this Agreement.

9.7   Freedom of Action
This Agreement is nonexclusive and either party may design, develop, manufacture, acquire or market competitive products or services. Buyer will independently establish prices for resale of Products or Services and is not obligated to announce or market any Products or Services and does not guarantee the success of its marketing efforts, if any.

9.8   Force Majeure
Neither party will be in default or liable for any delay or failure to comply with this Agreement due to any act beyond the control of the affected party, excluding labor disputes, provided such party immediately notifies the other.

9.9   Prior Communications and Order of Precedence
This Agreement replaces any prior oral or written agreements or other communication between the parties with respect to the subject matter of this Agreement, excluding any confidential disclosure agreements.

9.10   Severability
If any term in this Agreement is found by competent judicial authority to be unenforceable in any respect, the validity of the remainder of this Agreement will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this Agreement.

9.11 Waiver

An effective waiver under this Agreement must be in writing signed by the party waiving its right.
A waiver by either party of any instance of the other party's noncompliance with any obligation
or responsibility under this Agreement will not be deemed a waiver of subsequent instances.

IN WITNESS WHEROF the parties, through their respective duly authorized representatives,
hereby execute this Agreement as of the Effective Date.

IBM Corporation   Devon IT, Inc

By: *Bernard P. Meyerson*   By: _____

Print: *Bernard S. Meyerson*   Print: *Joe Makoid*

Title: *VP. & CTO*   Title: *President*

Date: *September 28th, 2007*   Date: *Sept. 28, 2007*

EXHIBIT C

IBM/Devon IT Hosted Client Collaboration Agreement

Agreement # L075173

This Hosted Client Collaboration Agreement (the "Agreement") made and entered into and effective as of the "Effective Date", by and between International Business Machines Corporation ("IBM") and Devon IT, Inc. ("Devon") (Devon and IBM are referred to sometimes herein collectively as the "parties" and individually as a "party"), sets forth certain terms regarding a collaboration between IBM and Devon pursuant to which Devon and IBM intend to fund the design and development of a hosted client solution in accordance with the terms of this Agreement.

1.0 Definitions

"**Effective Date**" shall mean the date of the last signature below.

"**Licensed Product**" shall mean Hosted Client Technology used in a rack infrastructure and specifically optimized such that one general purpose computing device supports only one remote end user. Licensed Product shall not include local personal computers used in a desktop, mobile or tablet format, or the rack infrastructure.

"**Infrastructure**" shall mean a 1U or 2U chassis and the surrounding structure required to support one or more motherboards, processors, power, hard disk drives, and chassis cooling. In addition, the Infrastructure shall include the surrounding rack structure required to support required switches, node wiring, power distribution, rack cooling, and rack level management features.

"**Licensed Information**" shall mean IBM know-how, trade secrets and other information contained in the Hosted Client Technology and provided to Devon under this Agreement.

"**Hosted Client Technology**" shall mean a 1U or 2U chassis housing at least one self-contained, programmable, general purpose computing device in a desktop platform comprising a microprocessor, memory, input/output capabilities and a client operating system that is intended for use by only a single user. For purposes of clarity, the Hosted Client Technology may be implemented to support one end user or multiple end users.

"**IBM Deliverables**" means any prototype, specification, design, document, report, training material, data, code or the like which IBM delivers to Devon under this Agreement.

"**Intellectual Property Rights**" means all intellectual property rights, worldwide arising under statutory or common law or by contract and whether or not perfected, including, without limitation, all (i) rights to patents and patent applications; (ii) rights associated with works of authorship including copyrights and mask work rights; (iii) rights relating to the protection of trade secrets, know-how, and show-how; (iv) any other proprietary rights relating to intangible property, now existing, or hereafter filed, issued or acquired; and (v) divisions, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued or acquired.

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IBM/Devon IT Hosted Client Collaboration Agreement

Agreement # L075173

"**Foreground Invention**" means any idea, concept, design, technique, invention, discovery, or improvement that either party's employee(s) first conceives or actually reduces to practice during the term and in performance of this Agreement and for which a patent application is filed.

"**Personnel**" means agents, employees or subcontractors engaged or appointed by Devon or IBM.

"**Subsidiary**" means a corporation, company or other entity:

> (a)   more than fifty percent (50%) of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are, now or hereafter, owned or controlled, directly or indirectly, by a party hereto, or

> (b)   which does not have outstanding shares or securities, as may be the case in a partnership, joint venture or unincorporated association, but more than fifty percent (50%) of whose ownership interest representing the right to make the decisions for such corporation, company or other entity is now or hereafter, owned or controlled, directly or indirectly, by a party hereto,

> but such corporation, company or other entity shall be deemed to be a Subsidiary only so long as such ownership or control exists.

"**BladeWorks**" means Devon's application software that supports the management of Licensed Product in the Infrastructure.

"**Derivative Work**" means a work which is based upon a preexisting copyrighted work, such as revision, modification, translation, abridgement, condensation, expansion, compilation or any other form in which such preexisting work may be recast, transformed or adapted, and which , if prepared without authorization of the owner(s) of the copyrights in such preexisting work, would constitute a copyright infringement.

2.0   Scope

IBM is investing in the design and development of an Infrastructure and associated computing nodes.

IBM and Devon intend to collaborate and invest money and resources to develop Hosted Client Technology designed to operate in and take advantage of the Infrastructure.

IBM and Devon will jointly define the product objectives, specifications and strategy for the Hosted Client Technology and the Licensed Product.

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IBM will not engage a third party to design or develop the Hosted Client Technology during the term of this Agreement.

For eighteen (18) months following the expiration of this Agreement, IBM agrees that it will not engage a third party other than Devon to design or develop a Licensed Product except as provided for in Section 3.4.

IBM may engage a third party and/or Devon to design or develop the Licensed Product after eighteen (18) months following the expiration of this Agreement.

IBM agrees that it will not manufacture or engage a third party to manufacture the Licensed Product for twenty four (24) months following the expiration or termination of the Agreement.

The collaboration program objectives and plan are outlined in Attachment 1. Any changes to Attachment 1 shall be agreed to in writing by the parties.

3.0   IBM Responsibilities

3.1   IBM will collaborate with Devon to jointly define the product objectives, the detailed specifications and strategy for the Licensed Product and the Hosted Client Technology.

3.2   IBM will collaborate with Devon to develop the Licensed Product to meet the objectives and detailed specifications established under Section 3.1. As part of the activities included in the development of the Licensed Product, IBM and Devon will test the operation and assess the conformance of the Licensed Product to the detailed specifications.

3.3   IBM will provide the IBM Deliverables for the Licensed Product as part of this Agreement.

3.4   IBM will provide the necessary resources (either IBM employees or contractors obtained by IBM) to develop the Hosted Client Technology.

3.5   During the term of this Agreement, IBM will provide Devon with consultation and other assistance to Devon to help Devon make its software application BladeWorks ("BladeWorks") compatible with the Licensed Product. This consultation may be in the form of telephone assistance and on-site technical consultation. The consultation shall be held at a time and location mutually agreed to by the parties and each party shall bear its own expenses. The amount and extent of such consultation and other assistance shall be limited to a maximum of two hundred (200) hours. IBM will consider in good faith requests for additional consultation during the term of the Agreement, subject to availability of resources and good faith negotiations.

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3.6   IBM has no obligation to provide support, updates, or fixes to the code in the IBM Deliverables or the IBM Deliverables themselves after the termination or expiration of this Agreement.

4.0   Devon's Responsibilities

4.1   Devon will collaborate with IBM to jointly define the product objectives, specifications and strategy for the Hosted Client Technology.

4.2   In consideration for the efforts in the design and development of the Licensed Product provided by IBM under this Agreement, Devon shall pay IBM the amounts set out in the Schedule of Payments under Section 16.1 herein.

4.3   Devon will modify BladeWorks at its own cost to make it compatible with the Licensed Product in the Infrastructure. The objectives are outlined in Attachment 1.

4.4   Devon will not knowingly use any IBM Deliverable, or integrate, promote, sell, or otherwise transfer any IBM Deliverable to any customer or end user for use in any applications where it is reasonably foreseeable that failure of the IBM Deliverable as used in such application(s) would lead to death, bodily injury, or catastrophic property damage. Examples of such applications may include, without limitation, certain uses in nuclear facilities, air traffic control, weapon systems, direct life support machines, aeronautical or automotive applications.

5.0   Intellectual Property Ownership, Rights and Licenses

5.1   Except as provided otherwise in this Section 5.0, IBM shall own any and all Intellectual Property Rights relating to the IBM Deliverables designed, developed, or otherwise created and furnished by IBM during the course of this Agreement.

5.2   Each Foreground Invention that is made separately by the employees of only one of the parties ("Sole Foreground Invention") will be the property of that party (the "Inventing Party"). The Inventing Party grants to the other party an irrevocable, nonexclusive, worldwide, fully paid-up license under the Sole Foreground Invention, all patent applications filed for it, and all patents issued on it, to make, have made, use, have used, lease, sell, or otherwise transfer any apparatus, and to practice any method, and to grant sublicenses to the other party's Subsidiaries.

Each Foreground Invention that is made jointly by the employees of both parties ("Joint Foreground Invention") will be jointly owned by both parties, together with all patent applications filed for it and all patents issued on it. Each party has the right to grant licenses to others and to assign or otherwise transfer its rights under Joint Foreground Inventions without consent from or accounting to the other party.

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5.3   IBM and Devon may separately negotiate a patent cross license agreement covering of each other's background patents if needed. Any such agreement will be subject to good faith negotiations at that time and will be subject to the then prevailing rates.

5.4   Subject to any confidentiality obligations, IBM grants Devon an irrevocable, perpetual, non-assignable (except in the case of a change of control), non-sublicenseable, except as provided below, worldwide fully paid-up copyright license in the Hosted Client Technology to copy, reproduce, modify, display, perform, distribute, and prepare Derivative Works solely to make, use, support, import, offer for sale, lease, sell, and/or otherwise transfer Licensed Product.

5.5   Subject to any confidentiality obligations, IBM grants Devon an irrevocable, perpetual, non-assignable (except in the case of a change of control), non-sublicenseable, except as provided below, worldwide fully paid-up copyright license to use Licensed Information solely to use, support, import, offer for sale, lease, sell, and/or otherwise transfer Licensed Product.

5.6   Devon may sublicense the Hosted Client Technology and Licensed Information to a third party, the identity of whom shall be mutually agreed-to by IBM and Devon, which agreement shall not be unreasonably withheld by either party, solely for the purpose of carrying out the rights granted in Sections 5.4 and 5.5 above. Devon agrees to have any such third party sign a confidentiality agreement with terms that are no less restrictive than those covering this Agreement.

5.7   Devon will own any Derivative Works created by or for Devon pursuant to Section 5.4 subject to the ownership rights and licenses of IBM and others in the underlying work ("Devon Derivative Works"). Devon hereby grants to IBM a worldwide, nonexclusive, fully paid up, non-assignable (except in the case of a change of control), copyright license in Devon Derivative Works, to copy, reproduce, modify, display, perform, distribute, prepare Derivative Works thereof and grant the foregoing rights to others, subject to the restrictions in this Agreement. For Devon Derivative Works created after the term of this Agreement, IBM will have the right to grant the foregoing rights to third parties subject to Devon's prior agreement where such agreement will not be unreasonably withheld.

5.8   Subject to the terms of this Agreement, IBM grants Devon a worldwide, irrevocable, paid up copyright license to distribute IBM written code, listed in Attachment 1 and required by the Licensed Product, in object code form to its customers.

5.9   Devon is not granted any rights to manufacture the Infrastructure.

5.10   This Agreement does not grant either party the right to use the other party's or their Affiliates trademarks, trade names or service marks.

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5.11   Each party acknowledges that, except for any licenses expressly granted by the other party pursuant to provisions of this Agreement, no rights, immunities, or licenses of any kind, whether arising by implication, estoppel or otherwise, are granted by either party with respect to any of its trademarks, mask works, trade secrets, copyrights, patents or any other Intellectual Property Rights. Any such rights, other than those expressly granted by a party pursuant to provisions of this Agreement, may be granted by such party only through a separately negotiated, written agreement signed by both parties.

6.0   Representations and Warranties

6.1   Devon represents and warrants that it either has in place or will put in place procedures and written agreements with its employees, contractors, or agents of any type, who may have contact with or otherwise access to the IBM Deliverables, sufficient to ensure that all such parties comply with the provisions of this Agreement, expressly including those provisions in Sections 5.0 and 11.0 herein relating to licenses and confidentiality.

6.2   Except for the undertaking expressed herein, each party represents and warrants that, in entering into this Agreement and during the term of this Agreement, it does not and will not rely on any promises, inducements, representations or assurances made by the other party with respect to the subject matter of this Agreement.

6.3   Notwithstanding Section 6.2, each party represents that the development of Infrastructure and Hosted Client Technology and the Licensed Product and the objectives and Deliverables as outlined in Attachment 1 contains a degree of risk and, as such, the results are neither certain nor guaranteed. Devon and IBM further acknowledge that IBM may ultimately be unable to develop the Infrastructure and both parties may ultimately be unable to develop the Hosted Client Technology and/or the Licensed Product.

6.4   Except as specifically authorized in writing by the other party, neither party will make any representations or warranties about the other party, the work performed by the other party under this Agreement or, in the case of Devon, the IBM Deliverables, products, or prototypes of IBM.

6.5   ALL WORK PERFORMED UNDER THIS AGREEMENT AND ITS RESULTANT DELIVERABLES ARE PROVIDED "AS-IS", WITHOUT WARRANTY OR INDEMNITY OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED. EXCEPT AS EXPRESSLY SET FORTH ELSEWHERE IN THIS AGREEMENT OR OTHERWISE STATED IN A PARTICULAR ATTACHMENT INCORPORATED BY REFERENCE HEREIN (IF ANY), EACH PARTY HEREBY EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND

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FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES OF NON-INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

7.0   Limitation of Liability

7.1   Circumstances may arise where, because of a default on either party's (the "Defaulting Party") part or other liability, the other party to this Agreement (the "Non-Defaulting Party") is entitled to recover damages from the Defaulting Party. In each such instance, regardless of the basis on which the Non-Defaulting Party is entitled to claim damages from the Defaulting Party (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), the following terms apply as the Non-Defaulting Party's exclusive remedy and the Defaulting Party's exclusive liability. The Defaulting Party is liable for no more than:

a. if the Defaulting Party is Devon, payments due up to the date of termination for all IBM Deliverables;
b. damages for bodily injury (including death) and damage to real property and tangible personal property; and
c. the amount of any other direct damages, except as set forth in Section 7.1.b up to One Hundred Thousand U.S. Dollars ($100,000.00), or equivalent in local currency; and
d. in no case will either party be responsible for the attorneys' fees for the other party.

7.2   Under no circumstances is either party, or its subcontractors, liable for:

a. third-party claims against the other for damages (other than those under Section 7.1(b) above); or
b. loss of, or damage to, any records or data.

7.3   Furthermore, neither party will be liable for special, incidental, punitive or indirect damages, or for any economic consequential damages (including lost opportunities, profits and savings), even if informed of their possibility. The parties agree that amounts specified in Section 7.1(a) above are in no instance covered by the exclusion in this Section 7.3.

8.0   Term

This Agreement shall be in effect from the Effective Date and, unless previously terminated as hereinafter set forth, shall remain in force until June 30, 2008 . The term of this Agreement may be extended by the mutual agreement of the Parties.

9.0   Termination

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9.1   If either party materially breaches a term of this Agreement, the other party may, at its option, terminate this Agreement, provided the party in breach is given written notice and fails to cure such breach within twenty (20) days. Either party may terminate this Agreement immediately in the event of (i) insolvency, dissolution or liquidation by or against either party, (ii) any assignment of either party's assets for the benefit of creditors, (iii) any act or omission of an act by a party demonstrating its inability to pay debts generally as they become due, (iv) any transfer of substantially all of either party's business or assets to a third party.

9.2   If IBM terminates this Agreement in accordance with Section 9.1, any amounts then owed by Devon to IBM as of the date of such termination shall become immediately due and payable.

9.3   Devon shall not be obligated for any payments scheduled beyond the date of termination of this Agreement.

9.4   If this Agreement is terminated, IBM shall not be required to undertake any additional development work with respect to the Licensed Product or complete any related partially completed design work under this Agreement and Devon shall not be required to continue or complete the modification to BladeWorks to make it compatible with the Licensed Product in the Infrastructure.

9.5 In the event of the termination under Section 9.1, the license and rights granted under section 5.0 shall terminate. In the event of early termination in any instance, the exclusivity provisions in Section 2.0 shall terminate.

10.0   Taxes

Devon is responsible for all taxes related to the transfer of title of the IBM Deliverables, including sales taxes, excise taxes and the like but excluding taxes based on IBM's net income.

11.0   Confidentiality

The parties agree that the existence and content of this Agreement and specific materials and documents related to the Hosted Client Technology shall be subject to the terms of the Confidential Disclosure Agreement ("CDA") No. C05640 executed by the parties on 11/20/2006. Unless exchanged under the CDA, information exchanged between the parties shall be deemed non-confidential.

12.0   Independence of Action

Except as expressly provided in this Agreement, each party agrees that this Agreement will not restrict the right of either party to enter into agreements with other parties for

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same or similar work, or to make, have made, use, sell, buy, develop, market or otherwise transfer any products or services, now or in the future, so long as confidential information exchanged in accordance with Section 11.0 is not disclosed.

13.0   Required Consents

Each party will obtain, at no charge to the other party, any permissions and consents necessary for the other party to lawfully use any inputs, software, services, hardware or the like provided hereunder in such a way as to enable the other party to perform its obligations under this Agreement.

14.0   Export Regulations

14.1   Devon agrees that Devon will act as the exporter or importer of the IBM Deliverables, products, prototypes, and technical data. Devon warrants that Devon will comply with all applicable export laws including those of the United States. Devon further agrees to comply with United States prohibitions on delivery of products, prototypes, and technical data and providing services to certain end users and for certain end uses, including but not limited to, the following end uses: nuclear facilities, space, or missile and weapons systems (including chemical and biological).

14.2   In the event that IBM arranges for export or import, Devon agrees to provide all information necessary to determine all relevant export authorizations and to export and import the products, prototypes and technical data, including as applicable, the Export Classification Control Number (ECCN) and subheadings, or munitions list category number, and agrees to assist with obtaining any required licenses and authorizations, and with making any required filings. Devon shall be fully responsible for the correctness of information provided by Devon and any use of it to comply with applicable regulations.

15.0   Notice

Unless otherwise agreed to by the parties, all notices required under this Agreement shall be deemed effective when received and made in writing by either (i) registered mail, (ii) certified mail, return receipt requested, or (iii) overnight mail, addressed and sent to the attention:

        Devon: Devon IT, Inc.
                  1100 First Avenue
                  King of Prussia, PA 19406
                  Attn: Joe Makoid, President

        IBM: International Business Machines Corporation
                  3039 Cornwallis Road
                  Mail Stop Q0UA/205
                  Research Triangle Park, NC 27709

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Attn: Jan Janick, VP Modular Development

with a copy of non-technical notices to:

Devon: Devon IT, Inc
1100 First Avenue
King of Prussia, PA 19406
Attn: Bob Christfield

IBM: International Business Machines Corporation
3039 Cornwallis Road
Mail Stop YTRA/002
Research Triangle Park, NC 27709
Attn: Site Counsel

16.0   Payments

16.1   Devon shall make payments to IBM in the amounts and according to the schedule as follows:

At Signing of this Agreement (Effective Date)	$ 500,000
September 22, 2007	$2,000,000
December 21, 2007	$2,500,000
March 1, 2008	$3,000.000
June 20, 2008	$3,000,000

Amounts paid by Devon to IBM shall be nonrefundable. All amounts paid will be specified in U.S. Dollars. In the event of late payment, IBM reserves the right to suspend the provision of IBM Deliverables until such time the payment breach is cured.

16.2   Payments due under this Agreement shall be made by electronic funds transfer. Payments shall be deemed to be made on the date credited to the following account:

<u>IBM</u>

IBM Corporation
Director of Licensing
PNC BANK
500 First Avenue
Pittsburg, PA 15219
Bank Account Number: 1017306369

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ABA Routing Number: 043000096
Include the following information in the wire detail:

Devon IT
Hosted Client Collaboration
Agreement No. L075173

17.0 No Other Rights

This Agreement shall not be construed to grant any rights by implication, estoppels, or otherwise, that are not granted through its express provisions.

17.0 General

17.1 Independent Contractor - Devon and IBM are independent contractors and this Agreement does not create an agency, joint venture, partnership, or employment relationship between Devon and IBM, Devon and IBM Personnel, or IBM and Devon Personnel. Neither party assumes liability or responsibility for the other party's Personnel. Each party shall have the sole right to determine the manner and means of performing its obligations under this Agreement, including, but not limited to, the assignment of its Personnel. Each party will: (i) ensure it and its Personnel are in compliance with all applicable laws, regulations, ordinances, and licensing requirements; and (ii) be responsible for the supervision, control, compensation, withholdings, health and safety of its Personnel.

17.2 Compliance with Laws - Each party shall comply, at its own expense, with all applicable United States (local, state and federal), European Union, and other country or country group laws and regulations, and shall procure all licenses and pay all fees and other charges required thereby.

17.3 Force Majeure - Except for Devon's obligation to pay, neither party will be responsible for failing to perform under this Agreement for acts of God, based on compliance with laws, regulations and other governmental requirements, natural disasters, labor strife or activity, or other similar causes beyond its reasonable control.

17.4 Choice of Law and Forum, Waiver of Jury Trial, Limitation of Action - The validity, construction, and performance of this Agreement will be governed by the substantive laws of the State of New York, United States, as though this Agreement were executed in and fully performed within the State of New York and without regard to any conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Neither party will bring a legal action against the other party more than two (2) years after the cause of action arose, except for actions for non-payment or to enforce Intellectual Property Rights. Both parties waive the right to a jury trial in any dispute arising out of this Agreement.

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17.5 <u>Assignment</u> – Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided however, that either party may assign its rights under this Agreement to a successor by merger or consolidation or to any party acquiring substantially all of the assigning party's assets used in connection with performing this Agreement.

17.6 <u>Waiver</u> - No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any subsequent breach or default of any provision of this Agreement.

17.7 <u>Severability</u> - If any part, term or provision of this Agreement is declared unlawful or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

17.8 <u>Headings</u> - The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

17.9 <u>Counterpart Signatures, Reproduction</u> - This Agreement may be executed in one or more counterparts, each of which shall be considered an original and all of which together shall constitute one and the same instrument. Once signed by both parties, any reproduction of this Agreement made by reliable means (e.g., photocopy or facsimile) will be considered an original.

17.10 <u>Survival</u> - Any terms of this Agreement which by their nature extend beyond expiration or termination of this Agreement shall remain in effect until fulfilled and shall bind the parties and their legal representatives, successors, heirs and assigns. In particular, IBM's right in Section 5.7, to grant rights in Devon Derivative Works to others shall survive the term of this Agreement.

17.11 <u>English Language</u> - This Agreement is in English language only, which shall be controlling in all respects, and all versions hereof in any other language shall be for accommodation only and shall not be binding upon the parties hereto. All communications and notices to be made or given pursuant to this Agreement shall be in English language.

17.12 <u>Beneficiary</u> - This Agreement is not intended to and does not benefit any party except IBM and Devon. It is the parties' express intent that this Agreement is not a third party beneficiary contract.

17.13 <u>Amendment</u> - This Agreement may not be amended or modified except by a written amendment signed by duly authorized signatories of both parties.

17.14 <u>Project Reviews</u> – A Project Management Committee ("PMC") will meet periodically or in response to a request from the appropriate IBM or Devon executive in

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order to review and exchange information, to perform periodic management planning, to conduct business reviews, to provide a forum to resolve any differences or problems if they should arise, and, in general, to help provide a smooth working relationship. The meetings will address progress and status as it relates to changes since the last meeting, identification of open items and issues, and the work plans necessary to resolve them. The meetings shall be held approximately every four (4) weeks until the expiration and or termination of this Agreement.

17.14.1 Each party shall designate a program manager who shall be responsible for such party's overall effort in the collaboration. Each party may change its program manager by giving advance written notice to the other party.

17.14.2 Each party shall designate a technical coordinator who shall be responsible for (i) coordinating the technical efforts of the party by which he is employed, (ii) maintaining technical liaison with his counterpart technical coordinator, (iii) receiving and disclosing information pursuant to this Agreement, and (iv) scheduling and holding technical review meetings as mutually agreed by the parties. Each party may change its technical coordinator by giving advance written notice to the other party.

17.14.3 Work under the collaboration will be performed in IBM's facilities and/or Devon's facilities in accordance with the applicable work item. Representatives of a party performing work at a facility of the other party shall follow the applicable rules and regulations in effect at such facility.

17.14.4 The program manager shall attempt to resolve any dispute or impasse regarding the collaboration. Disputes or impasses which cannot be resolved by the program manager shall be escalated to the steering committee.

17.15 A steering committee, consisting of each party's technical coordinator, the program managers, and up to three other senior level managers or executives designated by each party, shall conduct (by teleconference or in person) on a quarterly basis, review meetings to review the status and progress of the projects, tasks and milestones under each SOW, and to consider any proposed project change requests. In case of an unsatisfactory progress on project tasks, the steering committee shall discuss, review and initiate a project change request for resolution.

17.16 Entire Agreement - This Agreement, and the provisions in it in effect from time to time by their terms, constitutes the entire agreement between the parties and supersedes all prior contemporaneous agreements, oral or written, and all other communications relating to the subject matter of this Agreement. No modification, alteration or amendment shall be effective unless made in writing and signed by duly authorized representatives of both parties.

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IN WITNESS WHEROF the parties, through their respective duly authorized representatives, hereby execute this Agreement on the Effective Date.

IBM Corporation

By: _Bernard S. Meyerson_

Print: _Bernard S. Meyerson_

Title: _VP Strategic Alliances & CTO STG_

Date: _June 7, 2007_

Devon IT, Inc

By: _____

Print: _John A. Bennett, M.D._

Title: _CHAIRMAN & CEO_

Date: _JUNE 4, 2007_

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Attachment 1   Collaboration Program Objectives and Plan

IBM and Devon will collaborate to define and complete the product objectives and specifications as described below.

The program objectives and deliverables are as follows:

2Q 2007   Initial specifications and costs
      -- preliminary high level planar specifications
      -- preliminary high level mechanical and power specifications

3Q 2007   Plan/schedule, specifications and costs

3Q 2007   2 Prototype chassis hardware

4Q 2007   Early test hardware with client motherboard
      -- 1 Rack with 21 hosted client nodes at SDV (System Design Verification) level for Devon testing

4Q 2007   Preliminary Design Document

1Q 2008   Beta customer level Licensed Product hardware
      -- 1 Rack with 42 hosted client nodes at SIT (System Integration Test) level for Devon testing

2Q 2008   Final Licensed Product hardware
      -- 1 Rack with 42 hosted client nodes at production level

2Q 2008   Final IBM Deliverables including
- Updated Design Document
- Gerber file
- Specifications for planar
- Mechanical and power specifications including detailed mechanical/dimensional drawings and a bill of material for mechanical subassemblies if any
- Logic and circuit diagrams
- Timing diagrams and analysis as appropriate
- Thermal analysis data
- BOM with suppliers, part numbers, grades or tolerances
  - In the case of any IBM-restricted parts, a release will be provided
- List of third party software required by the Licensed Product.
- List of IBM written software required by the Licensed Product

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The program plan is as follows:

3Q 2007	Initial Licensed Product Design
4Q 2007	Final Licensed Product Design
4Q 2007	Design verification starts
1Q 2008	Devon's modification of its application
1Q 2008	Design verification complete
2Q 2008	Final IBM Deliverables complete

In order to accomplish the objectives under this Agreement, IBM will provide three (3) units of Licensed Product prototype, inclusive of the supporting Infrastructure but excluding switches, to Devon.
Devon's modification of BladeWorks at its own cost to make it compatible with the Licensed Product in the Infrastructure is targeted for completion in 1Q 2008.

EXHIBIT D

ADVISORY BOARD RETAINER AND APPOINTMENT AGREEMENT

Devon IT, Inc., a Pennsylvania business corporation (hereinafter referred to as "Devon IT"), herewith retains and appoints Thomas M. Bradicich, Ph.D., an individual (hereinafter referred to as "Member") to be a member of Devon IT's Advisory Board and to act as a consultant to Devon IT and the Advisory Board. Member herewith accepts retention and appointment of this position under the terms set out in this Agreement.

Description Of Services. Dr. Bradicich agrees to act as a Member of Devon IT's Advisory Board and to act as a consultant to Devon IT on an *ad hoc* basis. Member agrees to personally attend quarterly meetings and otherwise render advice regarding technical and business strategies at in-person sessions, called from time to time, and through e-mail correspondence and telephone conferences.

No Authority To Bind. Member shall have no authority to enter into contracts, including letters of intent, on behalf of Devon IT or to create any other obligations on the part of Devon IT without the written consent of management. Member is not an agent of Devon IT.

No Conflicts And Confidentiality. Member herewith certifies that the retention and appointment herein made and accepted creates no conflict of interest, breach of contract, or breach of employment agreement with past or present employers. Any conflicts which may exist have been waived by any individual, corporation, partnership, or like entity which may possess the legal right to object to the Member's duties and activities hereunder. During any term hereof and after termination, Member agrees to accept the continuing obligation of confidentiality with respect to Devon IT's contracts, business dealings, data, and trade and business information customarily and ordinarily regarded as confidential.

Compensation. Compensation shall be sixty-five thousand dollars ($65,000.00) per year payable in four equal payments on the first day of each calendar quarter of the year of service, adjustments being made for the first quarter of 2007. Member is an independent contractor eligible for treatment as a "Form 1099" vendor within the meaning of the Internal Revenue Code. Member acknowledges that he is not offered and is not eligible for retirement, pension, healthcare, or other employee benefits. During periods of travel, Member is not an agent, employee, or servant of Devon IT with respect to the operation of any motor vehicle. Member agrees further that he is not eligible for workmen's compensation benefits or unemployment compensation benefits in any state where such benefits are available to employees. Devon IT will not make deductions for social security payments, employment benefits, health insurance benefits, and income and business taxes.

Term And Expiration. The first term of this Agreement shall begin March 1, 2007 and will continue for one (1) year. This Agreement may be renewed by mutual agreement at the end of the first term but either party may terminate this Agreement at any time in the first term or successive terms by giving the other party thirty (30) days prior written notice of the election and intention to terminate.

The parties hereto acknowledge their assent and agreement to the above terms with the following signatures:

DEVON IT, INC.

By: _____

JOHN A. BENNETT, M.D.
Chairman & CEO

Date: 3-8-07

THOMAS M. BRADICICH, Ph.D

Date: 3/6/07

EXHIBIT E

ADVISORY BOARD RETAINER AND APPOINTMENT AGREEMENT

Devon International Group, Inc., a Pennsylvania business corporation (hereinafter referred to as the "Devon Group"), herewith retains and appoints Thomas M. Bradicich, Ph.D. an individual (hereinafter referred to as "Member") to be a member of the Devon Group's Advisory Board and act as a consultant to the Devon Group and the Advisory Board. Member herewith accepts retention and appointment of this position under the terms set out in this Agreement.

Description Of Service. Dr. Bradicich agrees to act as a Member of the Devon Group's Advisory Board. Member agrees to personally attend mutually agreed upon meetings and otherwise render advice regarding technical and business strategies at in-person sessions, called from time to time, and through e-mail correspondence and telephone conferences.

No Authority To Bind. Member shall have no authority to enter into contracts, including letters of intent, on behalf of the Devon Group or to create any other obligation son the part of the Devon Group without the written consent of the Board of Directors. Member is not an agent of the Devon Group.

No Conflicts And Confidentiality. Member herewith certifies that the appointment herein made creates not conflict of interest, breach of contract, or breach of employment agreement with past or present employers. Any conflicts which may exist have been waived by any individual, corporation, partnership, or like entity which may possess the legal right to object to the Member's duties and activities hereunder. During any term hereof and after termination, Member agrees to accept the continuing obligations of confidentiality with respect to the Devon Group's contracts, business dealings, data, and trade and business information customarily and ordinarily regarded as confidential.

Compensation. Compensation shall include one hundred and seventy-five dollars ($175,000.00) per year payable in four equal payments on the first day of each calendar quarter of the year of service, adjustments made for the fourth quarter of 2007. At the time compensation and reimbursement of expenses are paid, Member will be regarded as an independent contractor eligible for treatment as a "Form 1099" vendor within the meaning of the Internal Revenue Code. Member acknowledges that is not offered and is not eligible for retirement, pension, healthcare, or other employee benefits. During periods of travel, Member is not an agent, employee, or servant of the Devon Group with respect to the operation of any motor vehicle. Member agrees further that he is not eligible for workmen's compensation benefits for unemployment compensation benefits in any state where such benefits are available to employees. The Devon Group will not make deductions for social security payments, employment benefits, health insurance benefits, and income and business taxes with respect to any compensation or expense paid.

Term and Expiration. The first term of this Agreement shall begin December 1, 2007 and will continue for one (1) year. This Agreement may be renewed by mutual agreement at

the end of the first term but either party may terminate this Agreement at any time in the first term or successive terms by give the other party thirty (30) days prior written notice of the election and intention to terminate.

The parties hereto acknowledge their assent and agreement to the above terms with the following signatures:

DEVON INTERNATIONAL GROUP, INC.

By: _____

    JOHN A. BENNETT, M.D.

    Chairman & CEO

           THOMAS M. BRADICICH, Ph.D.

Date: _____2 - 1 - 0 7_____

           Date: _____12/18/01_____

EXHIBIT F

Blade Enablement Agreement

This **Blade Enablement Agreement** is made and entered into by and between International Business Machines Corporation ("IBM") and Devon IT, Inc. ("Devon") (IBM and Devon collectively, the "parties" or "Parties").

WHEREAS, IBM and Devon entered into an agreement entitled IBM/Devon IT Blade Collaboration Agreement #4905RL2238 dated November 7, 2005 ("Prior Agreement") pursuant to which, and among other things, the parties agreed to put in place a set of terms regarding a collaboration between IBM and Devon IT pursuant to which Devon IT and IBM intended to fund the design and development of an IBM fixed function hosted client blade server product, which was developed in part using funds provided in accordance with the terms of the Prior Agreement (hereinafter referred to as "Blade", "HC10 Blade", "HC10 Product", "HC10 product" or "HC10 design");

WHEREAS, the parties intend to restructure the Prior Agreement as set forth herein;

WHEREAS, IBM intends to cease active marketing of IBM's HC10 product, and provide Devon with certain intellectual property rights to the IBM-owned portion of the HC10 design to enable development of a Devon Product (as defined below);

WHEREAS, Devon intends to independently develop Devon Products and to make available such products through IBM's Third Party Hardware Process (as defined below); and

WHEREAS, Devon acknowledges that Devon is solely responsible for development, manufacturing, fulfillment and support of such Devon Products.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the adequacy of which is acknowledged, the parties hereto agree as follows:

1.0   Definitions:

"**Devon Product(s)**" shall mean a follow-on product to the HC10 product which is a Devon-branded, complete, standalone remote/hosted client solution, connection devices, associated software, and any related hardware needed to provide, augment or complement a standalone solution and that may but is not limited to including a workstation blade (which may be based in part upon IBM-owned portions of the HC10 design to the extent licensed in this Agreement), that is not competitive with an existing IBM product.

"**Third Party Hardware Process**" shall mean IBM's then current standard process for selling complementary third party hardware products. IBM's current process is described at a high level in Exhibit B and is subject to change.

Blade Enablement Agreement

2.0   Mutual Responsibilities

Should any dispute occur between the parties arising out of or related to Sections 3.1, 3.3, 3.5, 4.1, 4.4 19 or 20 of this Agreement or the products to be made available through IBM's Third Party Hardware Process, the parties shall escalate the dispute upon request of either party in accordance with this Section prior to instituting formal legal action. Initially, the parties will escalate the dispute to their respective project managers. If the project managers are unable to resolve the dispute within ten business days, the parties will escalate the dispute to the first line executives of each party primarily responsible for performance under this Agreement. If such executives are unable to resolve the dispute within ten business days, the parties will escalate the dispute to IBM's Vice President and CTO, STG Strategic Alliances or a designated replacement, and Devon IT's Chief Executive Officer. These upper management representatives shall convene a meeting (by phone or in person) within fifteen (15) days of the escalation to discuss the dispute. If these upper management representatives are unable to resolve the dispute within ten business days of such meeting, either party may institute formal legal proceedings.

Either party may request to escalate other disputes under this Agreement in accordance with the above process, provided that neither party waives its rights to institute formal legal action at any time in such cases.

Failure to comply with this Section 2.0 does not constitute breach of this Agreement.

3.0   IBM Responsibilities

3.1   IBM will make the payments outlined in Section 19.0, in accordance with the procedures of Section 19.2.

3.2   Notwithstanding anything to the contrary in this Agreement, IBM in its sole discretion may choose to continue to sell the HC10 product through its channels for as long as IBM deems appropriate.

3.3   IBM agrees to include an appropriate statement in IBM's HC10 marketing withdrawal notification regarding Devon Product if Devon has made a Devon Product announcement with a specific date for general availability by such notification date. IBM may determine the date of the withdrawal notification at its sole discretion.

3.4   IBM has no obligation, responsibility or role to assist Devon with any development, marketing, support or sales activities relating to Devon Product, including BladeCenter compatibility testing. IBM will not provide any development support for a Devon Product should it be designed to be compatible with IBM's BladeCenter chassis.

Blade Enablement Agreement

3.5   Third Party Hardware Process for Devon Products. IBM agrees to enable the limited exceptions and deviations from IBM's standard Third Party Hardware Process for Devon's benefit as set forth in this Section 3.5. Subject to this Section 3.5, any changes IBM makes to its Third Party Hardware Process will apply to Devon's utilization of the Third Party Hardware Process. IBM's obligations under this Section 3.5 expire on September 30, 2010 at the end of the initial term of this Agreement, provided however, part numbers for Devon Products enabled under this Section 3.5 shall continue beyond such expiration subject to the terms of IBM's then-current Third Party Hardware Process.

In no event will IBM grant Devon exclusivity or any non-compete obligation hereunder.

3.5.1 IBM will enable, in advance of a customer order, up to thirty (30) part numbers in the Third Party Hardware Process for Devon Products that are both (a) fully developed and (b) generally available by Devon; provided that Devon executes (x) distribution agreements with distributors identified by IBM and (y) the agreement attached hereto as Exhibit D. For the avoidance of doubt, one of the conditions of the Third Party Hardware Process is that IBM will only offer Devon Products through the Third Party Hardware Process in countries that IBM has established relationships with distributors.

3.5.2 IBM will provide a list of current IBM distributors for the countries requested by Devon ("Requested Countries"), provided IBM has distributors in those countries, to Devon within thirty (30) days of execution of the Agreement. At Devon's request, IBM will arrange for introductions of Devon personnel to representatives of such IBM distributors for Requested Countries to facilitate the initiation by Devon of relations with such distributors.

3.5.3 IBM's obligation to enable up to thirty (30) part numbers prior to a customer order in the Third Party Hardware Process for Devon Products is conditioned upon Devon's payments pursuant to Section 20.1. For clarity, a part number is a specific, predefined orderable configuration of a Devon Product. Any difference in configuration, such as operating system, memory, cables or other hardware or software options, represents a different part number. Devon's use of IBM's standard Third Party Hardware Process to enable part numbers after a customer order shall not constitute use of the above allotment of thirty part numbers enabled prior to a customer order. Once a part number has been assigned for a Devon Product, in advance of a customer order, and regardless of the period of time the part number is active, the allotment for that part number shall be deducted from the thirty (30) part numbers described above and will be considered used.

3.5.4 To facilitate the sale of Devon Products using IBM's Third Party Hardware Process, and provided IBM has not previously reviewed a version of Devon's

Blade Enablement Agreement

"DeTOS" operating system for possible distribution in the Third Party
Hardware Process (including under a separate written agreement with Devon
AD Tech, Inc.), IBM will perform a one-time review of a specific version of
Devon's "DeTOS" operating system. This review is intended to enable IBM
to determine whether it will waive IBM's standard prohibition on the use of
open source in products sold through the Third Party Hardware Process. To
enable IBM'review, Devon must, not later than ninety (90) days prior to date
Devon intends to enable part numbers for a Devon Product which use the
DeTOS operating system: (a) provide IBM with a list of all open source
packages used in such DeTOS operating system with a complete copy of the
license terms which apply to such packages, organized in a spreadsheet, (b)
written copies of the notices or other documentation Devon includes with the
DeTOS operating system to comply with such open source licenses, and (c) an
executed copy of the agreement in Exhibit D. Provided that Devon complies
with this Section 3.5.4, IBM will not unreasonably withhold its waiver of the
prohibition on open source. For the avoidance of doubt, as non-exclusive
examples of reasons IBM may reasonably withhold its waiver, the Parties
agree that it would not be unreasonable to withhold such waiver if IBM has a
reasonable belief that (i) there is a patent concern with any of the open source
in the DeTOS operating system or (ii) that Devon or the DeTOS operating
system is in breach of an open source license. If granted, IBM's waiver of the
open source prohibition will extend to all Devon Products sold through the
Third Party Hardware Process (but not any other process, such as IBM's
"OEM-in" process) which incorporate the specific version of the DeTOS
operating system reviewed by IBM (or a subset of such operating system),
whether such Devon Product is sold prior to or after a customer order (subject
to the timing set forth above).

3.5.5 IBM is not liable for any product inventory of Devon Product associated with
the Third Party Hardware Process.

3.5.6 If requested by Devon and subject to the parties entering into a separate written
agreement to be negotiated at such time, IBM may in its discretion provide fee-based
functional and reliability testing for Devon Products to assist Devon in meeting any
requirements of the Third Party Hardware Process. Should IBM choose to provide
such service, the fees and the schedule for such fee-based testing will be negotiated
by the parties based upon the work requested by Devon. For clarity, IBM will not
provide any development support for Devon Products.

3.5.7 At Devon's request, IBM will arrange for a one time introduction of Devon personnel
with the appropriate IBM sales executive for India, Japan and each Requested Country,
provided the Third Party Hardware Process program is enabled in such country, to enable
Devon personnel to establish a sales relationship. When a part number is enabled for a Devon
Product prior to a customer order under this Section 3.5, IBM shall notify such IBM sales
executives in each of the appropriate countries to inform them of the new Devon Product.

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3.6   IBM has no other responsibilities or obligations to Devon associated with the Blade or Devon Products.

3.7   IBM will provide Devon with licenses as outlined in Section 5.

4.0   Devon Responsibilities

4.1   Devon agrees to make the payments specified in Section 20.

4.2   Devon is solely responsible for any and all development, manufacturing, contract manufacturer sourcing and management, fulfillment, marketing, advertising, warranties, sales and support (levels 1 through 3) activities and costs associated with bringing a Devon Product to market independently or through the IBM's Third Party Hardware Process.

4.3   Devon is responsible for becoming a member of Blade.org in order to receive any IBM BladeCenter information that may be desired by Devon.

4.4   Devon must obtain IBM's approval for any marketing statements in Devon's marketing collateral that refer to HC10, IBM or any IBM product with respect to the Devon Product, except where permitted by a separate written agreement or fair use as contemplated by Exhibit E. Devon must make such request for approval in writing and provide samples for IBM's review. IBM's approval shall not be unreasonably withheld and a response will be provided within thirty (30) days of receipt. If such response is not provided by IBM within the prescribed thirty (30) days, Devon may proceed with use of such marketing statement provided (a) Devon does not use any name that is confusingly similar to an IBM trademark, servicemark or logo and (b) Devon discontinues use of such marketing statement on a going forward basis if IBM subsequently disapproves of such marketing statement. Devon may submit marketing messages to IBM with the intent of receiving IBM's pre-approval to use such marketing messages at a future time.

5.0   Intellectual Property (IP) Rights and Licenses

5.1   Except as otherwise explicitly set forth herein, neither Party conveys to the other Party, whether by implication, estoppel or otherwise, any right or license under any patents, copyrights, trade secrets, trademarks, service marks, logos, trade names or any other intellectual property rights; this Agreement is not a "works for hire" agreement.

5.2   IBM hereby grants Devon a worldwide, fully paid-up, non-exclusive copyright license to use, reproduce, demonstrate, display, distribute, and create derivative

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works of the IBM-owned portions of the design for the HC10 Blade, identified in Exhibit A, for the sole purpose of designing, manufacturing, selling, leasing or otherwise transferring and supporting a Devon Product based on the IBM HC10 Blade. IBM will no later than thirty (30) days following the execution of this Agreement provide Devon with a comprehensive set of IBM owned design documents, other nonpublic technical information, or other materials related to the current version of the IBM-owned portions of the design for the HC10 Blade listed in Exhibit A.

5.3   IBM agrees to use commercially reasonable efforts to identify portions of the HC10 Blade design not owned by IBM, and to identify suppliers for such non-IBM owned portions of the HC10 Blade design. Exhibit C contains a partial list of portions of the HC10 Blade design not owned by IBM.

5.4   IBM and Devon may separately negotiate a patent cross license agreement covering each other's applicable patents, if needed. Any such agreement will be subject to good faith negotiations at that time and will be subject to IBM's then prevailing terms and fees.

5.5   IBM will not provide Devon with any third party hardware or software licenses (Devon must procure their own third party hardware or licenses). IBM will use commercially reasonable efforts to provide a description of third party tools, utilities, and software included in the HC10 product.

5.6   IBM will not provide Devon with a license to IBM's Base Management Controller ("BMC") or any other IBM code. Devon will be required to procure or develop Devon's own BMC and any other code which may be required by Devon Products.

6.0   Trademarks

Except as permitted by law, neither party grants the other party the right to use the other party's or their Affiliates' trademarks, trade names or service marks. Devon may not use the product name "HC10" on or in any Devon Products. Devon may use a derivative name such as HCxx on or in Devon Products so long as Devon includes the name "Hosted Client" somewhere in its materials and indicates that the name HCxx is an abbreviation for Hosted Client. Devon may disclose to customers that Devon Products are successor products to the IBM HC10 product.

7.0   Representations and Warranties

Each party represents and warrants that it has full authority to enter into this Agreement.

Each party makes the following representations and warranties for the benefit of the other, as a present and ongoing affirmation of facts in existence at all times when this Agreement is in effect:

Each party represents and warrants that, in entering into this Agreement and during the term of this Agreement, it does not and will not rely on any promises, inducements,

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representations or assurances made by the other party with respect to the subject matter of this Agreement, nor on the expectation of any other business dealings with the other party, now or in the future, except as specifically provided in this Agreement.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR OTHERWISE AS EXPRESSLY STATED IN A PARTICULAR EXHIBIT OR ATTACHMENT INCORPORATED BY REFERENCE HEREIN, NEITHER PARTY MAKES ANY WARRANTIES NOR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE BLADE, THE BLADE DESIGN, ANY FOLLOW-ON OR THE ACTIVITIES UNDER THIS AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH ELSEWHERE IN THIS AGREEMENT OR OTHERWISE STATED IN A PARTICULAR EXHIBIT OR ATTACHMENT INCORPORATED BY REFERENCE HEREIN, EACH PARTY HEREBY EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES OF NON-INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

8.0   Limitation of Liability

Each Party's entire liability and the other's exclusive remedy shall be as follows: For any claim concerning performance or nonperformance by either Party pursuant to, or in any way related to, the subject matter of this Agreement, the damaged Party shall be entitled to seek injunctive relief or recover actual damages to the limits set forth in this Section. Except for a breach of the other party's intellectual property rights, an uncurable breach of confidentiality obligations to the other party or for claims for nonpayment of amounts due and payable under this Agreement, each Party's liability for actual direct damages from any cause whatsoever will be limited to One Hundred Thousand United States Dollars ($100,000). This limitation will apply, except as otherwise stated in this Section, regardless of the form of action, whether in contract or in tort, including negligence. This limitation will not apply to claims for bodily injury or damage to real property or tangible personal property for which the other parties are legally liable. In no event will either Party be liable for any lost profits, lost savings, incidental damages, or other indirect damages or economic consequential damages, even if advised of the possibility of such damages. In addition, neither Party will be liable for any damages claimed by the other Party based on any third party claim.

9.0   Term
Subject to the survival of Section 15, the initial term of this Agreement shall begin upon the Effective Date and shall end on September 30, 2010. The parties may extend the term of this Agreement by an additional one (1) year term by signed written agreement of both parties.

10.0 Survival

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Section 5.2 of this Agreement shall survive expiration of this Agreement, but not termination by a party under Section 11 of this Agreement (including termination in accordance with Section 11 after expiration of this Agreement). Payment obligations which accrue under this Agreement prior to expiration or termination of this Agreement shall survive such termination or expiration. Sections 1, 2, 5.1, 6 through 18, 19 through 29 of this Agreement shall survive expiration or termination of this Agreement for any reason. Section 15 of this Agreement shall survive termination or expiration of this Agreement for any reason.

11.0 Termination

Subject to survival of Section 15, either Party shall have the right to terminate this Agreement if the other Party fails to cure a material breach of the terms of this Agreement within sixty (60) days of receipt of written notice thereof from the non-breaching Party; provided, however, that if the material breach cannot be reasonably cured within the sixty (60) day period, the Parties will agree in writing to a reasonable extended period.

12.0 Taxes
Each Party shall have sole responsibility for the payment of all taxes and equivalents and duties imposed by all governmental entities, as they pertain to its duties, obligations and performance under this Agreement.

13.0 Confidentiality; Exchange of Information
The Parties agree that the existence and content of this Agreement, any forecast information for HC10 Products, and any design documents, source code, or other nonpublic technical information or other materials related to the Blade provided by IBM under this Agreement shall be deemed confidential Information of IBM subject to the terms of the Confidential Disclosure Agreement No. 7S-A72A-0604-307 dated November 20, 2006 ("CDA") between the Parties. Unless exchanged under the CDA, information exchanged between the Parties shall be deemed non-confidential.

14.0 Independent Development of Similar Products
Nothing in this Agreement will preclude either Party from independent development of any product, feature or function, or from entering into similar collaborations or alliances with other parties for the development of similar products, or from being otherwise able to freely compete, provided that a Party may not share the other Party's confidential information except as set forth in the terms of the CDA. Without limiting the forgoing, IBM retains all ownership rights it has in the Blade design, including the right to create, manufacture and sell derivative works of the Blade design, with ability to sublicense such rights, without restriction of any kind.

15.0 Restructure of Prior Agreement; Release and Covenant not to Sue

15.1 The parties consent and agree that, effective upon the date of final signature in this Agreement and on a going forward basis, that the Prior Agreement is restructured

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and superseded with this Agreement, and all obligations under the Prior Agreement are terminated. Notwithstanding Section 9.0 (Survival) of the Prior Agreement, no Sections of the Prior Agreement shall survive from the Prior Agreement. The Parties agree that this Agreement shall supersede and replace the Prior Agreement (including any provisions which otherwise would survive in accordance with the terms of the Prior Agreement) in its entirety.

15.2 As used in this Agreement, the term "IBM Entities" includes IBM and its present and former (i) officers, directors, agents, employees, representatives, attorneys, (each in their capacity as such) and (ii) parents, subsidiaries (of any tier), affiliates, divisions, predecessors and successors in interest. As used in this Agreement, the term "Devon Entities" includes Devon and its present and former (i) officers, directors, agents, employees, representatives, attorneys, (each in their capacity as such) and (ii) parents, subsidiaries (of any tier), affiliates, divisions, predecessors and successors in interest.

15.3 Release:

15.3.1 In exchange for the payment of $4,760,000 pursuant to Section 19.0 of this Agreement, Devon Entities hereby release and forever discharge the IBM Entities, and its assigns, stockholders, as well as their respective distributors, sub-distributors, agents and contractors, in each case, on a worldwide basis (collectively, "IBM Releasees") and each of them, from any and all claims, suits, actions, liabilities, damages, costs or losses of any kind or nature whatsoever, known or unknown, suspected or unsuspected, in law, in equity, or otherwise, whether individual or otherwise in nature, including but not limited to those arising under state, federal, or other law, that the Devon Entities ever had, now have or hereafter can, shall or may have, arising from or relating in any way to the IBM Releasees (or any of them) for the time up to and including the date of the execution of this Agreement including, but not limited to any and all after-discovered claims, and whether directly or indirectly in connection with the Prior Agreement, and all related agreements including the CDA and any prior or successor confidentiality agreements, the Blade or any of the activities contemplated by the Prior Agreement (the "Devon Released Claims").

15.3.2 IBM Entities hereby release and forever discharge the Devon Entities, and each of them, from any and all claims, suits, actions, liabilities, damages, costs or losses of any kind or nature whatsoever, known or unknown, suspected or unsuspected, in law, in equity, or otherwise, whether individual or otherwise in nature, including but not limited to those arising under state, federal, or other law, that the IBM Entities ever had, now have or hereafter can, shall or may have, arising from or relating in any way to the Devon Releasees (or any of them) for the time up to and including the date of the execution of this Agreement including, but not limited to any and all after-discovered claims, and whether directly or indirectly in connection with the

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Prior Agreement, and all related agreements including the CDA and any prior or successor confidentiality agreements, the Blade or any of the activities contemplated by the Prior Agreement (the "IBM Released Claims").

15.4   Covenant not to Sue

15.4.1   In exchange for the payment of $4,760,000 pursuant to Section 19.0 under this Agreement, the Devon Entities also covenant not to assert, directly or indirectly, against the IBM Releasees any of the Devon Released Claims. The Devon Entities further covenant not to assert that any conduct, act, agreement or omission of the IBM Releasees relating to the Devon Released Claims gives rise to any penalty, right to restitution or liability, or constitutes any wrongdoing or violation of any right, law, statute, regulation, duty or contract directly or indirectly. The Devon Entities agree not to take any legal action against IBM Releasees to the extent such legal action relates to any Devon Released Claims and the subject matter thereof. This release may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding which may be instituted, prosecuted or attempted now or in the future in breach of the releases contained herein.

15.4.2   The IBM Entities also covenant not to assert, directly or indirectly, against the Devon Entities any of the IBM Released Claims. The IBM Entities further covenant not to assert that any conduct, act, agreement or omission of the Devon Entities relating to the IBM Released Claims gives rise to any penalty, right to restitution or liability, or constitutes any wrongdoing or violation of any right, law, statute, regulation, duty or contract directly or indirectly. The IBM Entities agree not to take any legal action against Devon Entities to the extent such legal action relates to any IBM Released Claims and the subject matter thereof. This release may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding which may be instituted, prosecuted or attempted now or in the future in breach of the releases contained herein.

15.5   As to the release contained herein, the Devon Entities and the IBM Entities hereby expressly waive and relinquish, to the fullest extent permitted by law, the benefits of California Civil Code section 1542 which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

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or any similar law in any other jurisdiction.

15.6   The Parties represent and warrant that: the Parties have made such investigation of the facts pertaining to this Agreement and all matters pertaining thereto as each deems necessary; the Parties have received independent legal advice from their attorneys with respect to the advisability of making the agreements provided for herein, as well as the advisability of executing this Agreement; except for the express terms of this Agreement, the Parties do not rely on any statement, representation or promise of any other party (or any officer, agent, employee, representative or attorney of or for any other party) in executing this Agreement, or in making the agreements provided for herein; the persons executing this Agreement on behalf of Devon and IBM respectively are empowered to do so and thereby bind the Devon Entities and IBM Entities respectively in accordance with the terms of this Agreement; Devon has full right, power and authority to bind the Devon Entities in accordance with the terms of this Agreement; IBM has full right, power and authority to bind the IBM Entities in accordance with the terms of this Agreement; neither the Devon Entities nor the IBM Entities have intentionally assigned, transferred, or granted, or purported to assign, transfer or grant, voluntarily or involuntarily, by operation of law or otherwise, any of the Released Claims that otherwise would be released by this Agreement. The Parties agree that nothing in this Section 15 shall be deemed an admission of liability of any claim, contention or cause of action by either Party.

16.0 Governing Law

This Agreement shall be governed by the substantive laws of the State of New York, without regard to the conflicts of laws provisions of New York. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

17.0 Counterparts
For purposes of this Agreement, facsimile signatures may be construed as original signatures. Furthermore, this Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, and such counterparts together shall constitute one instrument.

18.0 Notice
Unless otherwise agreed to by the Parties, all notices required under this Agreement shall be deemed effective when received and made in writing by either (i) registered mail, (ii) certified mail, return receipt requested, or (iii) overnight mail, addressed and sent to the attention:

Devon: Devon IT, Inc.
                1100 First Avenue, Suite 100
                King of Prussia, PA 19406
                Attn: Joe Makoid, President

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IBM: Manager, Pricing and Investment Analysis, System x
International Business Machines Corporation
3039 Cornwallis Road
Mail stop AA-115/b205
Research Triangle Park, NC 27709

with copy to:

International Business Machines Corporation
3039 Cornwallis Road
Mail Stop YTRA/002
Research Triangle Park, NC 27709
Attn: Site Counsel

19.0 Payments by IBM

Payments due under this Agreement shall be made by electronic funds transfer.
Payments shall be deemed to be made on the date credited to the following accounts:

<u>Devon IT</u>

Bank:	WSFS Bank (Wilmington Savings Fund Society, FSB)
	500 Delaware Ave., Floor 12
	Wilmington, DE 19801
Account Name:	Devon IT, Inc.
Account #:	208032441
ABA Routing #:	031100102
Ref:	
Bank Contact:	William Foley, VP (302-573-3217)

19.1 One Time Payment by IBM

IBM shall make a one time payment to Devon of Four Million Seven Hundred Sixty
Thousand United States Dollars ($4,760,000).

19.2 Payment Procedures
Payments under this Section 19.2 will be made in United States dollars. Devon shall
provide IBM an invoice which shall state the reason for the invoice as follows: "This
invoice is for the one time payment made under Section 19 of the Blade Enablement
Agreement made and entered into by and between International Business Machines
Corporation ("IBM") and Devon IT, Inc. ("Devon") on [x] date." Upon receipt of a
valid invoice from Devon, IBM will make the payment due to Devon within twenty
(20) business days.

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20.0 Payments by Devon
Payments due under this Agreement shall be made by electronic funds transfer.
Payments shall be deemed to be made on the date credited to the following accounts
provided the payment must reference an IBM invoice number or the contract number for
this Agreement:

IBM

PNC Bank
Attn: IBM Corporation
500 First Avenue
Pittsburgh, PA 15219

PNC Bank Contact: Donna Haber
Telephone: 732-220-3258

ABA Routing Number: 043000096
Depositor Acct # 1017305737
Swift Code: PNCCUS33

20.1 IBM's Third Party Hardware Process Payment Procedures for Advance Part
Numbers.
Services fees for the thirty (30) part numbers enabled before a customer order under
Section 3.5 above are Five Thousand United States Dollars ($5,000) per part number
enabled (one-time fee per part number), payable pursuant to the terms of Section 20.2.

20.2 Payments under this Section will be made in US dollars. Devon will pay the Third
Party Hardware Process service fees within thirty (30) days of receipt of an invoice from
IBM. Upon the close of a quarter, IBM will provide an invoice summarizing the fee
calculations and fees due with each invoice.

21.0 Independent Contractors
Each Party is and shall remain an independent contractor with respect to all performance
rendered pursuant to this Agreement. Neither Party nor any employee thereof shall be
considered an employee or agent of the other Party for any purpose and shall have no
authority to bind or make commitments on behalf of such other Party for any purpose and
shall not hold itself or themselves out as having such authority.

22.0 Force Majeure
Neither Party shall be held liable for failure to fulfill its obligations, if the failure is
caused by flood, extreme weather, fire, labor unrest, or other natural calamity, acts of
governmental agency, or similar causes beyond the control of such party, and the term for
performance shall be increased to a reasonable period of time. The impacted party shall
make commercially reasonable efforts to perform notwithstanding the force majeure
event.

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23.0 Waiver of Trial by Jury
The Parties expressly waive any right to a jury trial regarding disputes related to this Agreement and agree that any proceeding under this Agreement shall be tried by a judge without a jury.

24.0 No Other Rights
This Agreement shall not be construed to grant any rights by implication, estoppel, or otherwise, that are not granted through its express provisions.

25.0 No Third Party Beneficiaries
This Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein shall be construed to give any other person or entity any legal or equitable rights hereunder.

26.0 Severability
If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect and shall be interpreted, to the extent possible, to achieve its purposes without the invalid, illegal or unenforceable provision.

27.0 Entire Agreement
This Agreement, and the provisions in it in effect from time to time by their terms, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, oral or written, and all other communications relating to the subject matter of this Agreement. IBM may change its contact information in Section 18.0 and bank wiring instructions in Section 20.0 by providing Devon with thirty days prior written notice of such change. Devon may change its contact information in Section 18.0 and bank wiring instructions in Section 19.0 by providing IBM with thirty days prior written notice of such change. No other modification, alteration or amendment shall be effective unless made in writing and signed by duly authorized representatives of both Parties.

28.0 Waiver
No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.

29.0 The technology furnished to Devon under this agreement is subject to the United States export/reexport control laws and regulations. Devon agrees to comply with such laws and regulations, including complying with the terms of the U.S. license authorizing IBM to furnish the technology to Devon. Devon also acknowledges that these obligations survive the termination of this agreement or other arrangement under which the technology was provided to Devon.

Blade Enablement Agreement
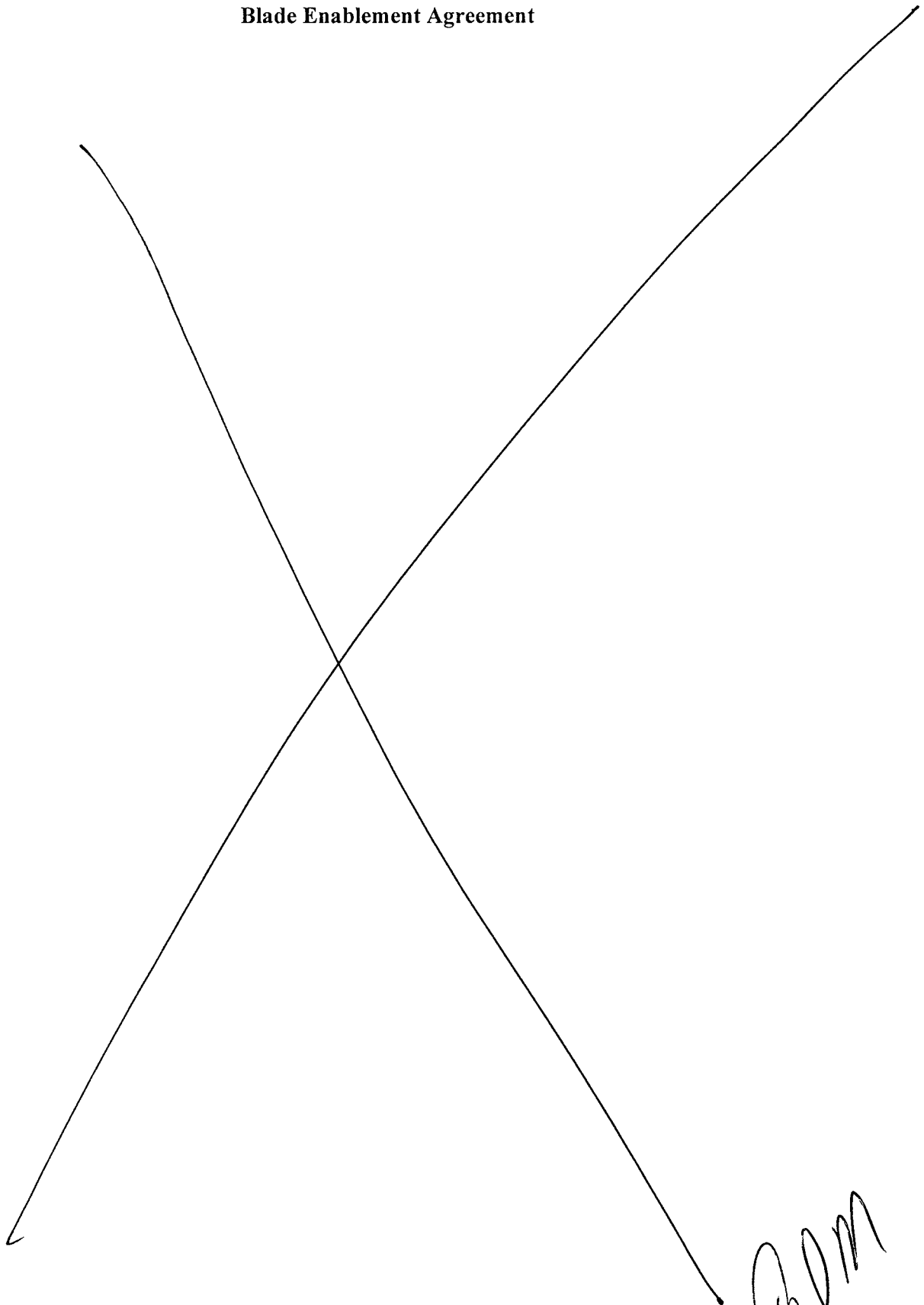
Blade Enablement Agreement

IN WITNESS WHEREOF the Parties, through their respective duly authorized representatives, hereby execute this Agreement to be effective on July 9, 2008 (the "Effective Date").

IBM Corporation   **Devon IT, Inc.**

By: _Bernard S. Meyerson_   By: _John A. Bennett_

Print: _Bernard S. Meyerson_   Print: _John A. Bennett_

Title: _VP & CTO_   Title: _CEO & Chairman_

Date: _7-10-08_   Date: _7-9-08_

Blade Enablement Agreement

<u>Exhibit A</u>

<u>IBM-owned portions of the designs for the HC10 Blade</u>

Aspen DST Education.ppt	Teaching the Teachers class
Aspen WEEE section11.pdf	Safety
Aspen_Clocks_08_23_07.ppt	EMC clocking diagrams
Aspen_HLD_Spec_Ver_2.0_03_16_07.doc	Specification
Aspen_PDSG_Final_DW1EFmst.pdf	Problem determination guide
BMC_Aspen_Spec_06.doc	Base board management spec
BMC_I2C_Design_Specification.pdf	Internal HC10 system management bus structure
	.
Client_Blade_UI_BMC_Protocol_Version_1_6_ct.doc	UIDC to BMC protocol
clientblade_swreqs_v1_2.pdf	Software specs
Aspen-GA- Programmed IC List-03_31_08_Released.xls	List of integrated circuits and their current firmware level
Volatility Statement for x7996.doc	Product safety document
Volatility Statement for x3096.doc	Product safety document
ASPEN-GA-HW-CL-PASS5-X05-090607.pdf	HC10 Aspen released schematics and files
ASPEN-GA-HW-SCH-PASS5-X05-090607.pdf	
ASPEN-GA-PASS5-BOM-X23-090607-final.xls	
ASPEN-SVT-HW-STACKUP-PASS5-X05-071307.pdf	
ASPEN-SVT-LAYOUT-BRD-PASS5-0713-Final.zip	
ASPEN-SVT-LAYOUT-GBR-PASS5-0713-Final.zip	
ASPEN-TSK-0717.pdf	
ASPEN-UIDC-GA-HW-CL-PASS6-X01-112807.pdf	UIDC released schematics and files
DOUGLAS-(ASPEN)-UIDC-GA-HW-BOM-PASS6-X12-112607.xls	
DOUGLAS-(ASPEN)-UIDC-GA-LAYOUT-Boardfile-PASS6-X09-112807.zip	
DOUGLAS-(ASPEN)-UIDC-GA-LAYOUT-Boardfile-PASS6-X09-112807.zip	

Blade Enablement Agreement

DOUGLAS-ASPEN-UIDC-GA-LAYOUT-Boardfile-PASS6-X09-112807.brd	
Aspen_VPD_46C6017_EC_L05960Q_v07.bin	HC10 Vital Product Data

Blade Enablement Agreement

Exhibit B
IBM's Standard Third Party Hardware Process

Devon may participate in IBM's Third Party hardware process only for Devon Product that does not compete with an existing IBM offering.

When a Devon Product is made generally available by Devon and a firm customer order is received, an IBM part number will be assigned enabling IBM's sales representatives and IBM's distributors to complete the sale of this product to the customer. An IBM sales representative will assist Devon during the process to assign an IBM part number(s). Devon, as a third party supplier, is fully responsible for the following under the IBM Third Party Hardware Process:

- The Devon Products will be Devon-branded and/or Devon Logo'd.
- The Devon Products will be warranted and supported by Devon.
- Devon will provide all levels of Service and Support and will directly handle all communications and support levels with the customer.
- Devon will provide Devon's Warranties, Maintenance, and Support agreements with the Devon Product.
- The Devon Product must be made available from an IBM distributor in the geographies for which the part number is to be enabled. A contract between Devon and the distributor must be in place before a part number for the Devon Product can be enabled.
- The Devon Product can only be sold in countries for which it is certified, supported, warranted and setup for distribution / support by Devon.
- No software containing Open Source code may be included as part of a Devon Product .
- Devon is responsible for any Devon Product's regulatory compliance and assurances necessary and for providing sufficient verification to support those statements in all countries into which the Devon Product is intended to be sold.
- Devon will test and validate the Devon Product in order to be offered through this process.

IBM reserves the right to provide the product(s) directly to the customer or Bundled / Integrated / Installed with another product, adding the appropriate cost adders as it applies. IBM will set the price for the bid to the customer as deemed appropriate given third party costs, necessary adders, market conditions and customer relationship.

Depending upon circumstances, the IBM part number assignment and release process may take several weeks, and can take longer if the product:

• Is not readily available in Distribution and/or
• Requires IBM Safety Assurance Review and Approval and/or
• Requires special handling (e. g. custom pricing, source, etc.)

IBM reserves the right to provide the following disclaimer (or a similar disclaimer) to its customers:
   DISCLAIMER: Products sold through the Third Party Options, Vendor Logo Hardware, & Vendor Logo Software programs that do not bear the IBM Brand name and / or Logo are serviced and supported

Blade Enablement Agreement

exclusively by their original manufacturers in accordance with terms and conditions packaged with the products. IBM's Statement of Limited Warranty does not apply to products that are not IBM-branded and/or Logo'd even if packaged or sold with IBM products that do carry IBM's Statement of Limited Warranty. Please contact the original equipment manufacturer directly for warranty or technical or customer Service and Support. Furthermore, IBM makes no claims of and accepts no liability for the compatibility or suitability of non-IBM Branded and/or Logo'd products sold through the Third Party Options, Vendor Logo Hardware, & Vendor Logo Software programs. Compatibility and suitability to a given customer application is solely the responsibility of the customer.

Blade Enablement Agreement

Exhibit C

Third Party portions of the design for the HC10 Blade

1.0   Third Party licensed software
- Teradici - I/O Graphics Card Transmission
- Phoenix - BIOS
- Mapping Layer for OSA IPMI on IA32 and x64 Windows
- PC Dr. Diagnostics
- Realtek Audio driver
- Microsoft Windows Vista and XP Logo
- Teradici UIDC firmware - tera1x00_rel0-20_v120_ibm.zip
- Teradici UIDC firmware - tera_cms_fw_update_v010.tar.gz
- Teradici UIDC firmware - tera_cms_fw_update_v010_linux.tar.gz

2.0   Device drivers
- Broadcom
  NIC Bcom 5708S (Broadcom[R] NetXtreme II [TM] Gigabit Ethernet Drivers Software)
- nVidia
  MxM3 Graphic (nVidia 2D: NVS 120M)
  MxM3 Graphic (nVidia 3D: FX 1600M)
- Intel
  Intel chipset driver (Broadwater G965/Q965)
  Intel G965 Graphics

3.0 Other information
- Teradici - PCoIP Client and Host Deployment Specification 1.4.pdf
- Teradici - TER0803001-TERA1x00_Firmware_Rel0.19_Features_App_Note_v1-1.pdf
- Teradici - TER0803003-TERA1x00_Firmware_Rel0 20_Features_App_Note_v1-0.pdf

Blade Enablement Agreement

Exhibit D

Third Party Offering Letter

IBM AGREEMENT TO ACQUIRE THIRD PARTY PRODUCTS FOR RESALE

This is an agreement between International Business Machines Corporation ("IBM") and Devon IT, Inc. ("Supplier").

1. Course of Dealing: IBM and Supplier agree that any and all Supplier products (hereafter "Products"), which IBM may acquire from any distributor offering these Products (at prices to be determined solely by IBM and the distributor) for resale to others, shall be subject to the terms of this Agreement. Supplier agrees to honor the following terms with respect to all such Products acquired by IBM.

2. Term: This agreement is effective upon signature by both parties. This agreement may only be terminated for material breach during the first twenty-four (24) months of the term of this Agreement. After such twenty-four (24) month period, this agreement may be terminated upon ninety (90) calendar days written notice by either party to the other. The warranties and indemnities provided by Supplier shall survive any termination.

3. Warranties: Supplier represents and warrants that: (a) Products are safe for their intended use and reasonably foreseeable misuse; (b) Products are Year 2000 ready such that they are capable of correctly processing, providing, receiving and displaying date data, as well as exchanging accurate date data within and between the twentieth and twenty-first centuries; (c) Products are made completely from new parts only and do not contain any used or reconditioned parts; (d) the Product will function as described in all product documentation (for example but not limited to users manuals, specifications and warranties) and other materials prepared by Supplier and released to customers, including, without limitation, Supplier's general product marketing; (e) all Product descriptions and any other promotional materials prepared by Supplier and released generally (including, without limitation, general product marketing) are accurate and complete and Buyer may rely on such descriptions in creating its own marketing deliverables for the Products; and (f) the Product complies with all laws, regulations, ordinances or other governmental requirements related to the Product, including without limitation any certification or approval program (for example but not limited to FCC authorization for radio frequency devices) and labeling or packaging requirements (including, for example, that the product is labeled in compliance with California "Proposition 65" labeling requirements for products sold or distributed for sale in California).

4. Marketing Support: Supplier grants IBM all rights necessary for IBM to use and sell the Products either alone or integrated with IBM computer systems. This includes the right to use and publish in connection with IBM's marketing of Products, (1) the Product name(s), logos, trade names, service names, trademarks, and or service marks; and (2) any warranties, Product descriptions, artwork, images, and specifications published or otherwise provided by Supplier in connection with its Products. Upon request or at its discretion, Supplier will provide IBM with artwork, product descriptions, and marketing materials to support IBM's marketing efforts. Supplier agrees to provide IBM with market development funds, and other services and facilities that Supplier provides to its other resellers.

5. Indemnification: Supplier will defend, hold harmless and indemnify IBM, and its customers against all claims of any nature, costs, and damages, including attorney's fees, that arise or are alleged to have arisen as a result of this Agreement, or IBM's sale of the Products, including, without limitation:
(a) negligent or intentional acts or omissions of Supplier or Supplier personnel;
(b) damage to any property, personal injury, death, or any damage or loss by whomever suffered, resulting or claimed to result in whole or in part from any actual or alleged defect in design, materials and workmanship or the failure of Products to conform to the warranties, specifications, images, and descriptions published or otherwise provided by Supplier in connection with its Products;
(c) breach by Supplier of any representation, warranty or other term of this Agreement; and
(d) infringement of the Product of any intellectual property right of a third party.
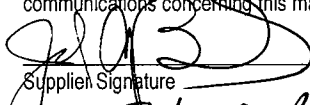
If an infringement claim is made, Supplier will, at its own expense: (a) substitute a comparable non-infringing Product; (b) modify the Product to make it non-infringing; (c) obtain a right for continued use or resale of the Product (all at Supplier's expense); or (d) accept return of the infringing Products and refund the full amount paid to customers.

Blade Enablement Agreement

6. General: This Agreement shall be governed in and by the laws of the State of New York. This agreement does not limit the ability of either party to market competitive products or services. IBM will independently establish its own prices for the resale of Products. IBM is not obligated to acquire any number of Products, and does not guarantee the success of its marketing efforts.

7. End User Limited Warranty: Supplier will provide an appropriate and lawful end user warranty with all Products. Supplier shall be solely responsible for providing all warranty service and technical support to IBM customers under the terms of Supplier's product warranty, and Supplier shall bear all related expenses.

8. Complete Agreement: This agreement includes, all Exhibits, Attachments, Product descriptions, and end user warranties. Any signed copy of this agreement made by reliable means (e.g. photocopy or facsimile) shall be considered an original. This agreement constitutes the complete understanding between IBM and Supplier regarding the Products, and replaces all prior communications concerning this matter.

Supplier Signature Date	IBM Signature Date
Name: _John A. Bennett_	Name: _Bernard S Meyerson_
Address: _1100 First Ave, Ste 100_ _King of Prussia, PA 19406_	Address: _294 Rt. 100_ _Somers, NY. 10589_
Phone: _610-757-4119_	Phone: _914-945-2206_
Fax: _610-768-4505_	Fax: _914-945-4245_
E-mail: _jabennett@devonhealth.com_	E-mail: _Meyerson@US.IBM.Com_

Blade Enablement Agreement

Exhibit E

From http://www.ibm.com./legal/copytrade.shtml#section-fairuse

Fair use guidelines for use and reference of IBM trademarks

IBM "trademarks" include the famous IBM eight bar logo and other designs owned and used by IBM (collectively referred to herein as "logos"), as well as IBM product and service names (collectively referred to herein as "product names").IBM takes great care in the development and protection of its trademarks and reserves all rights of ownership of its trademarks.

Use of IBM logos

IBM carefully limits the use of its logos. No other company may use IBM logos unless it has the express written permission of IBM, or is licensed by IBM to do so.

To obtain permission to use any IBM logo, contact your IBM representative or the IBM Call Center at 1-800-IBM4YOU (1-800-426-4968) and ask for Corporate Branding.

Fair use of IBM product names

"Fair use" of trademarks allows third parties to make reference (text ONLY) to IBM product names. The following guidelines are published to ensure proper use and reference to IBM product names.

While fair use allows use of or reference to IBM product names, it is necessary that the usage be truthful, not disparaging to IBM, and does not mislead the public. You must be clear and accurate as to the nature of the relationship between IBM and your company, its products or services.

Following are two common types of fair use:

1. Use of IBM product names by third parties is allowed by IBM without permission or license when specifically referring to IBM products. Example: IBM WebSphere software is a middleware platform.
2. Use of IBM product names by third parties is allowed by IBM without permission or license when indicating that an IBM product is compatible with another product.
   Examples: XYZ is compatible with IBM WebSphere software products. XYZ for IBM Lotus Notes.

Please note that the emphasis should be on your product name and any accompanying packaging produced by your company.Labeling should place emphasis on your product name so that it is perceived as an application, developed with, compatible or running on an IBM product).

EXHIBIT G

Hosted Client Solution Enablement Agreement

This **Hosted Client Solution Enablement Agreement** ("Agreement") is made and entered into by and between International Business Machines Corporation ("IBM") and Devon AD Tech, Inc. ("Devon") (IBM and Devon collectively, the "parties" or "Parties").

WHEREAS, IBM and Devon entered into an agreement entitled IBM/DEVON IT HOSTED CLIENT COLLABORATION AGREEMENT #L075173 DATED JUNE 5, 2007 and the First Amendment (collectively the "Prior Agreement 1") pursuant to which, and among other things, the parties agreed to put in place a set of terms to jointly fund the design and development of a single-user hosted client technology designed to be used in IBM's iDataplex rack infrastructure and specifically optimized such that one general purpose computing device supports only one remote end user but which does not include local personal computers used in a desktop, mobile or tablet format, or the rack infrastructure ("Hosted Client"); and

WHEREAS, the parties intend, pursuant to section 9.4 of the Prior Agreement 1, to restructure the Prior Agreement 1 as set forth herein; and

WHEREAS, IBM and Devon entered into an agreement entitled Marketing Agreement dated September 28, 2007 and the First Amendment (collectively the "Prior Agreement 2" and collectively with Prior Agreement 1 the "Prior Agreements") pursuant to which, and among other things, the parties agreed to put in place a set of terms (a) regarding the parties' expectations for selling the Hosted Client Solution, and (b) establishing a joint marketing plan for sales of the Hosted Client Solution; and

WHEREAS, the parties intend to restructure the Prior Agreement 2 as set forth herein; and

WHEREAS, IBM intends to discontinue its development of the Hosted Client, and provide Devon with appropriate licenses for IBM-owned portions of the single-user Hosted Client planar design to complete development of the Hosted Client; and

WHEREAS, IBM has not committed to any sales of any volumes, but IBM does intend to pay Devon certain royalties on any sales it does make of IBM's iDataplex DX340 and DX360 products including any follow-on versions of each of the DX340 and DX360 products that are made generally available by IBM as and to the extent set forth in this Agreement; and

WHEREAS, Devon intends to independently pursue opportunities for continuing the development of Devon-branded hosted client products; and to make these products available through IBM's Third Party Hardware Process (as defined below);

WHEREAS, Devon acknowledges that Devon is solely responsible for development, manufacturing, fulfillment and support of such independently pursued hosted client products.

Hosted Client Solution Enablement Agreement

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the adequacy of which is acknowledged, the parties hereto agree as follows:

1.0   Definitions

1.1   **"Devon Products"** means the Devon Hosted Client Solution including any follow-on or replacement and other complementary Devon supplied products (that are not competitive with an existing IBM product) that will be available for sale through the Third Party Hardware Process.

1.2   **"Foreground Invention"** means any idea, concept, design, technique, invention, discovery, or improvement that either party's employee(s) first conceives or actually reduces to practice during the term and in performance of the Prior Agreement 1 and for which a patent application is filed.

1.3   **"Hosted Client Technology"** or **"Hosted Client"** shall mean a 1U or 2U chassis housing at least one self-contained, programmable, general purpose computing device in a desktop platform comprising a microprocessor, memory, input/output capabilities and a client operating system that is intended for use by only a single user. For purposes of clarity, the Hosted Client Technology may be implemented to support one end user or multiple end users. (The original hosted client design)

1.4   **"Hosted Client Solution"** shall mean Devon's virtualized Hosted Client Technology solution that is not a server, includes associated software and a connection device, and does not use or rely upon the IBM iDataplex infrastructure.

1.5   **"Infrastructure"** shall mean a 1U or 2U chassis and the surrounding structure required to support one or more motherboards, processors, power, hard disk drives, and chassis cooling. In addition, the Infrastructure shall include the surrounding rack structure required to support required switches, node wiring, power distribution, rack cooling, and rack level management features. An example of "Infrastructure" includes the IBM iDataplex Infrastructure.

1.6   **"Licensed Planar Design"** shall mean IBM's copyright interest in and to written works consisting of hardware designs as it exists on the Effective Date and contained in the documents or expressly disclosed by the items listed in Exhibit A. Notwithstanding the foregoing, the term Licensed Planar Design shall expressly exclude copyrights in (i) any third party information even if such written works are contained in the documents or expressly disclosed by the items listed in Exhibit A and (ii) base management controller designs, diagnostics design and any software code.

Hosted Client Solution Enablement Agreement

1.7   **"Royalty Bearing iDataplex Products"** shall mean IBM's DX340 and DX360 products as specified herein including follow-on versions of each of the DX340 and DX360 products, in each case which are one or two-socket server planar products designed for use for Web 2.0 and High-performance computing ("HPC") workloads in the IBM iDataplex Infrastructure (including such Infrastructure branded under a trademark other than "iDataplex").

1.8 "Third Party Hardware Process" shall mean IBM's then-current process for selling Devon Products. IBM's current process is described at a high level in Exhibit B.

2.0   Disputes

Should any dispute occur between the parties arising out of or related to Sections 3.1, 3.4, 3.6, 3.7, 4.1, 5.9, 19 or 20 of this Agreement or the products to be made available through the Third Party Hardware Process, the parties shall escalate the dispute upon request of either party in accordance with this Section prior to instituting formal legal action. Initially, the parties will escalate the dispute to their respective project managers. If the project managers are unable to resolve the dispute within ten (10) business days, the parties will escalate the dispute to the first line executives of each party primarily responsible for performance under this Agreement. If such executives are unable to resolve the dispute within ten (10) business days, the parties will escalate the dispute to IBM's Vice President and CTO, STG Strategic Alliances or a designated replacement, and Devon IT's Chief Executive Officer. These upper management representatives shall convene a meeting (by phone or in person) within fifteen (15) days of the escalation to discuss the dispute. If these upper management representatives are unable to resolve the dispute within ten (10) business days of such meeting, either party may institute formal legal proceedings.

Either party may request to escalate other disputes under this Agreement in accordance with the above process, provided that neither party waives its rights to institute formal legal action at any time in such cases.

Failure to comply with this Section 2.0 does not constitute breach of this Agreement.

3.0   IBM Responsibilities

3.1   IBM will make the payments outlined in Section 19 in accordance with the procedures of Section 19.3.

3.2   IBM will provide Devon with licenses for any IBM-owned portions of the Hosted Client planar design, as outlined in Section 5.

3.3   IBM will use commercially reasonable efforts to provide a description of IBM owned and third party tools and utilities included in the original Hosted Client

Hosted Client Solution Enablement Agreement

planar design, if any, and related information so that Devon can obtain any third party licenses independently.

3.4   Beginning -July 31, 2008, and subject to Section 13, IBM will on a monthly basis provide a non-binding forecast of future sales and current quarter sales of Royalty Bearing iDataplex Products by geography.

3.5   IBM has no obligation, responsibility or role to perform or to assist Devon with any development, marketing, advertising or support activities relating to Devon Products.

3.6   Third Party Hardware Process for Devon Products. IBM agrees to enable the limited exceptions and deviations from IBM's Third Party Hardware Process for Devon's benefit as set forth in this Section 3.6. Subject to this Section 3.6, any changes IBM makes to its Third Party Hardware Process will apply to Devon's utilization of the Third Party Hardware Process. IBM's obligations under this Section 3.6 expire at the end of the initial thirty-six (36) month term of this Agreement, provided however, part numbers for Devon Products enabled under this Section 3.6 shall continue beyond such expiration subject to the terms of IBM's then-current Third Party Hardware Process.

Except as set forth in Section 5.9 of this Agreement, in no event will IBM grant Devon exclusivity or any non-compete obligation hereunder.

3.6.1   IBM will enable, in advance of a customer order, up to thirty (30) part numbers in the Third Party Hardware Process for Devon Products that are both (a) fully developed and (b) generally available by Devon; provided that Devon executes (x) distribution agreements with distributors identified by IBM and (y) the agreement attached hereto as Exhibit D. For the avoidance of doubt, one of the conditions of the Third Party Hardware Process is that IBM will only offer Devon Products through the Third Party Hardware Process in countries that IBM has established relationships with distributors.

3.6.2   IBM will provide a list of current IBM distributors for the countries requested by Devon ("Requested Countries"), provided IBM has distributors in those countries, to Devon within thirty (30) days of execution of the Agreement. At Devon's request, IBM will arrange for introductions of Devon personnel to representatives of such IBM distributors for Requested Countries to facilitate the initiation by Devon of relations with such distributors.

3.6.3   IBM's obligation to enable up to thirty (30) part numbers prior to a customer order in the Third Party Hardware Process for Devon Products is conditioned upon Devon's payments pursuant to Section 20.1. For clarity, a part number is a specific, predefined orderable configuration of a Devon Product. Any difference in configuration, such as operating system, memory, cables or other

Hosted Client Solution Enablement Agreement

hardware or software options, represents a different part number. Devon's use of IBM's standard Third Party Hardware Process to enable part numbers after a customer order shall not constitute use of the above allotment of thirty (30) part numbers enabled prior to a customer order. Once a part number has been assigned for a Devon Product, in advance of a customer order, and regardless of the period of time the part number is active, the allotment for that part number shall be deducted from the thirty (30) part numbers described above and will be considered used.

3.6.4   To facilitate the sale of Devon Products using IBM's Third Party Hardware Process, and provided IBM has not previously reviewed a version of Devon's "DeTOS" operating system for possible distribution in the Third Party Hardware Process (including under a separate written agreement with Devon IT, Inc.), IBM will perform a one-time review of a specific version of Devon's "DeTOS" operating system. This review is intended to enable IBM to determine whether it will waive IBM's standard prohibition on the use of open source in products sold through the Third Party Hardware Process. To enable IBM' review, Devon must, not later than ninety (90) days prior to date Devon intends to enable part numbers for a Devon Product which use the DeTOS operating system: (a) provide IBM with a list of all open source packages used in such DeTOS operating system with a complete copy of the license terms which apply to such packages, organized in a spreadsheet, (b) written copies of the notices or other documentation Devon includes with the DeTOS operating system to comply with such open source licenses, and (c) an executed copy of the agreement in Exhibit D. Provided that Devon complies with this Section 3.5.4, IBM will not unreasonably withhold its waiver of the prohibition on open source. For the avoidance of doubt, as non-exclusive examples of reasons IBM may reasonably withhold its waiver, the Parties agree that it would not be unreasonable to withhold such waiver if IBM has a reasonable belief that (i) there is a patent concern with any of the open source in the DeTOS operating system or (ii) that Devon or the DeTOS operating system is in breach of an open source license. If granted, IBM's waiver of the open source prohibition will extend to all Devon Products sold through the Third Party Hardware Process (but not any other process, such as IBM's "OEM-in" process) which incorporate the specific version of the DeTOS operating system reviewed by IBM (or a subset of such operating system), whether such Devon Product is sold prior to or after a customer order (subject to the timing set forth above).

3.6.5   IBM is not liable for any product inventory of Devon Product associated with the Third Party Hardware Process.

3.6.6   If requested by Devon and subject to the parties entering into a separate written agreement to be negotiated at such time, IBM may in its discretion provide fee-based functional and reliability testing for Devon Products to assist Devon in meeting any requirements of the Third Party Hardware Process. Should IBM choose to provide

Hosted Client Solution Enablement Agreement

such service, the fees and the schedule for such fee-based testing will be negotiated by the parties based upon the work requested by Devon. For clarity, IBM will not provide any development support for Devon Products.

3.6.7   At Devon's request, IBM will arrange for a one time introduction of Devon personnel with the appropriate IBM sales executive for India, Japan and each Requested Country, provided the Third Party Hardware Process program is enabled in such country, to enable Devon personnel to establish a sales relationship. When a part number is enabled for a Devon Product prior to a customer order under this Section 3.6, IBM shall notify such IBM sales executives in each of the appropriate countries to inform them of the new Devon Product.

3.7   IBM has no other responsibilities or obligations associated with Devon Products, or any similar products that Devon pursues independently as a result of this Agreement which may be based on the Hosted Client Solution.

4.0   Devon Responsibilities

4.1   Devon agrees to make the payments specified in Section 20.

4.2   Devon is solely responsible for any and all development, manufacturing, contract manufacturer sourcing and management, fulfillment, marketing, advertising, warranties, sales and support (levels 1 through 3) activities and costs associated with bringing a Devon Product to market independently or through the IBM's Third Party Hardware Process.

4.3   Devon must obtain IBM's approval for any marketing statements in Devon's marketing collateral that refer to IBM or any IBM product with respect to the Devon Products, except where permitted by a separate written agreement or fair use as contemplated by Exhibit E. Devon must make such request for approval in writing and provide samples for IBM's review. IBM's approval shall not be unreasonably withheld and a response will be provided within thirty (30) days of receipt. If such response is not provided by IBM within the prescribed thirty (30) days, Devon may proceed with use of such marketing statement provided Devon (a) does not use any name that is confusingly similar to an IBM trademark, servicemark or logo, and (b) discontinues use of such marketing statement on a going forward basis if IBM subsequently disapproves of such marketing statement. Devon may submit marketing messages to IBM with the intent of receiving IBM's pre-approval to use such marketing messages at a future time.

5.0   Intellectual Property (IP) Rights and Licenses

Hosted Client Solution Enablement Agreement

5.1   Except as otherwise explicitly set forth herein, neither Party conveys to the other Party (by implication, estoppel or otherwise) any right or license under any patents, copyrights, trade secrets, trademarks, service marks, mask works, logos, trade names or any other intellectual property rights; this Agreement is not a "works for hire" agreement.

5.2   Subject to the terms of this Agreement, IBM grants Devon a worldwide, fully paid up, non exclusive copyright license in IBM's copyright interest in the Licensed Planar Designs to enable copy, reproduce, modify, display, perform, distribute, sublicense, translate into any language or form, and prepare and have prepared derivative works of the Licensed Planar Design solely for the manufacture, use, importation, sale, lease, or other transfer of Devon's Products. IBM will no later than thirty (30) days following the execution of this Agreement provide Devon with a comprehensive set of IBM owned design documents, other nonpublic technical information, or other materials related to the current version of the Licensed Planar Designs listed in Exhibit A.

5.3   Except for the license rights explicitly provided herein, Devon has no license rights or ownership rights in any designs for IBM's iDataPlex products, including the Royalty Bearing iDataplex Products.

5.4   IBM and Devon acknowledge that no Foreground Inventions were developed under the Prior Agreements, and that as of the Effective Date the Licensed Planar Design contains no intellectual property of Devon, including no copyrightable materials.

5.5   IBM and Devon may separately negotiate a patent cross license agreement covering each other's applicable background patents, if needed. Any such agreement will be subject to good faith negotiations at that time and will be subject to IBM's then prevailing terms and fees.

5.6   Patent licenses IBM has with third parties do not extend to Devon.

5.7   IBM will not provide Devon with any third party hardware or software licenses.

5.8   IBM's licenses to Devon hereunder do not include any base management controller (BMC) design, firmware or any other software code, included in the Licensed Planar Design.

5.9   For purposes of this Section, "Equivalent Solution" means a remote hosted desktop solution whereby a single person uses interface peripherals (e.g., keyboard, mouse, monitor, etc.) connected a thin client hardware "brick" to connect over ethernet to a remote client node or device housed in an iDataplex infrastructure and where such node or device is used by a single person at a time.

The parties acknowledge and agree that Devon be given a twenty four (24) month period of exclusivity beginning on the Effective Date, with respect to manufacturing and selling

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the top level Licensed Planar Design in a solution primarily marketed as an Equivalent Solution to the extent provided in this Section.

Accordingly, except as otherwise provided herein, IBM agrees not to use or manufacture (directly or through a third party) the Licensed Planar Design in a solution primarily marketed as an Equivalent Solution for twenty four (24) months following the Effective Date, provided that the forgoing restriction only applies to the "top level" planar design and not to any subcomponents (e.g., chip designs, individual circuit designs) of such planar design. Subcomponents of the Licensed Planar Design may be used by IBM in other designs without restriction. IBM does not grant or agree to any non-compete or other exclusivity obligations or restrictions, nor will IBM restrict Devon's competitors from participating in IBM sales or route-to-market programs, including IBM's standard Third Party Hardware Process.

For the avoidance of doubt, the foregoing restriction does not restrict IBM from developing, manufacturing, marketing, selling or supporting any solutions which are: (i) hosted client solutions, including any virtualized solutions, primarily marketed as an Equivalent Solution but which do not utilize the Licensed Planar Design; and/or (ii) hosted client solutions, including any virtualized solutions, which may use the Licensed Planar Design, but are not marketed as an Equivalent Solution; and/or (iii) solutions utilizing third party products, even if such third party products are primarily marketed as an Equivalent Solution; and/or (iv) custom solutions requested by a customer regardless of whether they include third party and/or IBM products, even if such custom solutions are primarily marketed as an Equivalent Solution, and/or (v) any solutions which use virtualization technology (and may or may not utilize server boards), even if such solutions are primarily marketed as an Equivalent Solution.

The parties acknowledge and agree that Devon's sole remedy for a breach of this Section 5.9 shall be to (a) permit IBM to withdraw the products causing the breach and/or requiring the immediate return of any breaching product or portion thereof provided to third parties (if IBM can do so without breach of a contractual commitment to a third party), and (b) extend the twenty-four (24) month period above by one month for each calendar month in which IBM breaches this provision plus the amount of time required for IBM to comply with subsection (a) above.

6.0   Trademarks
Neither party grants the other party the right to use the other party's or their affiliates trademarks, trade names or service marks. IBM owns the rights to the product name "iDataPlex" and Devon may not use the iDataPlex product name or a name that is confusingly similar to"iDataPlex". IBM acknowledges Devon intends to use the term "iClientPlex" in conjunction with Devon Products. Devon agrees not to use "iClientPlex" in a manner that is confusingly similar with any IBM trademark or servicemark and Devon will clearly indicate that its products associated with "iClientPlex" are not IBM products.

7.0   Representations and Warranties

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Each party represents and warrants that it has full authority to enter into this Agreement.

Each party makes the following representations and warranties for the benefit of the other, as a present and ongoing affirmation of facts in existence at all times when this Agreement is in effect:

Each party represents and warrants that, in entering into this Agreement and during the term of this Agreement, it does not and will not rely on any promises, inducements, representations or assurances made by the other party with respect to the subject matter of this Agreement, nor on the expectation of any other business dealings with the other party, now or in the future, except as specifically provided in this Agreement.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR OTHERWISE AS EXPRESSLY STATED IN A PARTICULAR ATTACHMENT OR EXHIBIT INCORPORATED BY REFERENCE HEREIN, NEITHER PARTY MAKES ANY WARRANTIES NOR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED PLANAR DESIGN, HOSTED CLIENT TECHNOLOGY OR THE ACTIVITIES UNDER THIS AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH ELSEWHERE IN THIS AGREEMENT OR OTHERWISE STATED IN A PARTICULAR ATTACHMENT OR EXHIBIT INCORPORATED BY REFERENCE HEREIN, EACH PARTY HEREBY EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES OF NON-INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

8.0   Limitation of Liability

Each Party's entire liability and the other's exclusive remedy shall be as follows: For any claim concerning performance or nonperformance by either Party pursuant to, or in any way related to, the subject matter of this Agreement, the damaged Party shall be entitled to seek injunctive relief or recover actual damages to the limits set forth in this Section. Except for a breach of the other party's intellectual property rights, an uncurable breach of confidentiality obligations to the other party or for claims for nonpayment of amounts due and payable under this Agreement, each Party's liability for actual direct damages from any cause whatsoever will be limited to Two Hundred Fifty Thousand United States Dollars (US$250,000). This limitation will apply, except as otherwise stated in this Section, regardless of the form of action, whether in contract or in tort, including negligence. This limitation will not apply to claims for bodily injury or damage to real property or tangible personal property for which the other parties are legally liable. In no event will either Party be liable for any lost profits, lost savings, incidental damages, or other indirect damages or economic consequential damages, even if advised of the possibility of such damages. In addition, neither Party will be liable for any damages claimed by the other Party based on any third party claim.

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9.0   Term
Subject to the survival of Section 15.0, this Agreement will begin upon the Effective Date and terminate three years thereafter. This Agreement may be extended an additional year with written agreement by both parties.

10.0   Survival

Section 5.2 of this Agreement shall survive expiration, but not termination by a party under Section 11 of this Agreement (including termination in accordance with Section 11 after expiration of this Agreement). Payment obligations which accrue under this Agreement prior to expiration or termination of this Agreement shall survive such termination or expiration. Sections 1, 2, 5.1, 5.3, 5.4, 5.5, 5.6, 5.7, 6 through 18, and 20 through 29 of this Agreement shall survive expiration or termination of this Agreement for any reason. Section 19 of this Agreement shall survive expiration of this Agreement until - December 31, 2013 (subject to termination in accordance with Section 11). Section 15 of this Agreement shall survive termination or expiration of this Agreement for any reason.

11.0   Termination

Subject to the survival of Section 15.0, either Party shall have the right to terminate this Agreement if the other Party fails to cure a material breach of the terms of this Agreement within sixty (60) days of receipt of written notice thereof from the non-breaching Party; provided, however, that if the material breach cannot be reasonably cured within the sixty (60) day period, the Parties will agree in writing to a reasonable extended period.

12.0   Taxes
Each Party shall have sole responsibility for the payment of all taxes and equivalents and duties imposed by all governmental entities, as they pertain to its duties, obligations and performance under this Agreement.

13.0   Confidentiality; Exchange of Information / No Volume or Sales Commitment
        (a) The Parties agree that the existence and content of this Agreement, any forecast information for Royalty Bearing iDataplex Products, and any design documents, source code, or other nonpublic technical information, or other materials related to the Licensed Planar Design or the Hosted Client Technology provided by IBM under this Agreement shall be deemed confidential Information of IBM subject to the terms of the Confidential Disclosure Agreement ("CDA") No. C05640 executed by the parties on November 20, 2006 between the Parties. Unless exchanged under the CDA, information exchanged between the Parties shall be deemed non-confidential.

        (b) Forecasts are not orders or a commitment to sell, are provided for planning purposes only and do not create any obligation or liability on the part of IBM, either directly or indirectly. The parties understand and agree that IBM is making no volume

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commitments hereunder and has no obligation to sell anything hereunder including to either sell units of Royalty Bearing iDataplex Products or to generate any particular volume of royalties for Royalty Bearing iDataplex Products, such as in accordance with its forecasts; any royalty caps provided in this Agreement are non-guaranteed.

14.0   Independent Development of Similar Products

Except and to the extent explicitly set forth in Section 5.9, nothing in this Agreement will preclude either Party from independent development of any product, feature or function, or from entering into similar collaborations or alliances with other parties for the development of similar products, or from being otherwise able to freely compete, provided that a Party may not share the other Party's confidential information except as set forth in the terms of the CDA. Without limiting the forgoing, IBM retains all ownership rights it has in the Licensed Planar Design, including the right to create, manufacture and sell derivative works of the Licensed Planar Design, with ability to sublicense such rights without restriction of any kind.

15.0   Restructure of Prior Agreements; Release and Covenant not to Sue

(a) The parties consent and agree that, effective upon the date of final signature in this Agreement and on a going forward basis, that all obligations under Prior Agreement 1 and Prior Agreement 2 are -restructured and superceded with this Agreement, and all obligations under Prior Agreement 1 and Prior Agreement 2 are terminated. Notwithstanding any sections of the Prior Agreements providing for the survival of terms in the Prior Agreements, no Sections of the Prior Agreements shall survive - from the Prior Agreements. The Parties agree that this Agreement shall supersede and replace - the Prior Agreements (including any provisions which otherwise would survive in accordance with the terms of the Prior Agreements) in their entirety.

(b) As used in this Agreement, the term "IBM Entities" includes IBM and its present and former (i) officers, directors, agents, employees, representatives, attorneys, (each in their capacity as such) and (ii) parents, subsidiaries (of any tier), affiliates, divisions, predecessors and successors in interest. As used in this Agreement, the term "Devon Entities" includes Devon and its present and former (i) officers, directors, agents, employees, representatives, attorneys, (each in their capacity as such) and (ii) parents, subsidiaries (of any tier), affiliates, divisions, predecessors and successors in interest.

(c) In exchange for the waiver of payment pursuant to Section 20.3, the Devon Entities hereby release and forever discharge the IBM Entities, and its assigns, stockholders, as well as their respective distributors, sub-distributors, agents and contractors, in each case, on a worldwide basis (collectively, "IBM Releasees") and each of them, from any and all claims, suits, actions, liabilities, damages, costs or losses of any kind or nature whatsoever, known or unknown, suspected or unsuspected, in law, in equity, or otherwise, whether individual or otherwise in nature, including but not limited to those arising under state, federal, or other law, that the Devon Entities ever had, now have or hereafter can, shall or may have, arising from or relating in any way to the IBM Releasees (or any of them) for the time up to and including the date of the execution of

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this Agreement including, but not limited to any and all after-discovered claims, and whether directly or indirectly in connection with Prior Agreement 1 and Prior Agreement 2 and any and all related agreements including the CDA and any prior or successor confidentiality agreements, the Hosted Client or any of the activities contemplated by Prior Agreement 1 and Prior Agreement 2 (the "Devon Released Claims").

(d) In exchange for the waiver of payment pursuant to Section 20.3, the Devon Entities also covenant not to assert, directly or indirectly, against the IBM Releasees any of the Devon Released Claims. The Devon Entities further covenant not to assert that any conduct, act, agreement or omission of the IBM Releasees relating to the Devon Released Claims gives rise to any penalty, right to restitution or liability, or constitutes any wrongdoing or violation of any right, law, statute, regulation, duty or contract directly or indirectly. The Devon Entities agree not to take any legal action against IBM Releasees to the extent such legal action relates to any Devon Released Claims and the subject matter thereof. This release may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding which may be instituted, prosecuted or attempted now or in the future in breach of the releases contained herein.

(e) IBM Entities hereby release and forever discharge the Devon Entities, and each of them, from any and all claims, suits, actions, liabilities, damages, costs or losses of any kind or nature whatsoever, known or unknown, suspected or unsuspected, in law, in equity, or otherwise, whether individual or otherwise in nature, including but not limited to those arising under state, federal, or other law, that the IBM Entities ever had, now have or hereafter can, shall or may have, arising from or relating in any way to the Devon Entities (or any of them) for the time up to and including the date of the execution of this Agreement including, but not limited to any and all after-discovered claims, and whether directly or indirectly in connection with Prior Agreement 1 and Prior Agreement 2 and any and all related agreements including the CDA and any prior or successor confidentiality agreements, the Hosted Client or any of the activities contemplated by Prior Agreement 1 and Prior Agreement 2 (the "IBM Released Claims").

(f) The IBM Entities also covenant not to assert, directly or indirectly, against the Devon Entities any of the IBM Released Claims. The IBM Entities further covenant not to assert that any conduct, act, agreement or omission of the Devon Entities relating to the IBM Released Claims gives rise to any penalty, right to restitution or liability, or constitutes any wrongdoing or violation of any right, law, statute, regulation, duty or contract directly or indirectly. The IBM Entities agree not to take any legal action against Devon Entities to the extent such legal action relates to any IBM Released Claims and the subject matter thereof. This release may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding which may be instituted, prosecuted or attempted now or in the future in breach of the releases contained herein.

(g) As to the release contained herein, the Devon Entities and the IBM Entities hereby expressly waive and relinquish, to the fullest extent permitted by law, the benefits of California Civil Code section 1542 which provides:

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> A general release does not extend to claims which the
> creditor does not know or suspect to exist in his or her
> favor at the time of executing the release, which if known
> by him or her must have materially affected his or her
> settlement with the debtor.

or any similar law in any other jurisdiction.

(h) The Parties represent and warrant that: the Parties have made such investigation of the facts pertaining to this Agreement and all matters pertaining thereto as each deems necessary; the Parties have received independent legal advice from their attorneys with respect to the advisability of making the agreements provided for herein, as well as the advisability of executing this Agreement; except for the express terms of this Agreement, the Parties do not rely on any statement, representation or promise of any other party (or any officer, agent, employee, representative or attorney of or for any other party) in executing this Agreement, or in making the agreements provided for herein; the persons executing this Agreement on behalf of Devon and IBM respectively are empowered to do so and thereby bind the Devon Entities and IBM Entities respectively in accordance with the terms of this Agreement; Devon has full right, power and authority to bind the Devon Entities in accordance with the terms of this Agreement; and IBM has full right, power and authority to bind the IBM Entities in accordance with the terms of this Agreement; and neither the Devon Entities nor the IBM Entities have intentionally assigned, transferred, or granted, or purported to assign, transfer or grant, voluntarily or involuntarily, by operation of law or otherwise, any of the Released Claims that otherwise would be released by this Agreement. The Parties agree that nothing in this Section 15 shall be deemed an admission of liability of any claim, contention or cause of action by either Party.

16.0   Governing Law
This Agreement shall be governed by the substantive laws of the State of New York, USA, without regard to the conflicts of laws provisions of New York. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

17.0   Counterparts
For purposes of this Agreement, facsimile signatures may be construed as original signatures. Furthermore, this Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, and such counterparts together shall constitute one instrument.

18.0   Notice
Unless otherwise agreed to by the Parties, all notices required under this Agreement shall be deemed effective when received and made in writing by either (i) registered mail, (ii) certified mail, return receipt requested, or (iii) overnight mail, addressed and sent to the attention:

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Devon: Devon AD Tech.
        1100 First Avenue, Suite 100
        King of Prussia, PA 19406
        Attn: Joe Makoid, President

IBM: Manager, Pricing and Investment Analysis, System X
       International Business Machines Corporation
       3039 Cornwallis Road
       Mail Stop AA-115/B205
       Research Triangle Park, NC 27709

       With copy to:

       International Business Machines Corporation
       3039 Cornwallis Road
       Mail Stop YTRA/002
       Research Triangle Park, NC 27709
       Attn: Site Counsel

19.0   Payments by IBM

Payments due under this Agreement shall be made by electronic funds transfer.
Payments shall be deemed to be made on the date credited to the following accounts:

Devon IT
Bank: WSFS Bank (Wilmington Savings Fund Society, FSB)
                           500 Delaware Ave., Floor 12
                           Wilmington, DE 19801
Account Name: Devon IT, Inc.
Account #:   208032441
ABA Routing #:   031100102
Ref:
Bank Contact: William Foley, VP (302-573-3217)

19.1   Royalty Payments and Calculations during Royalty Term

        (a) (i) "Applicable Quarterly Royalty Cap" shall mean, for any calendar quarter,
the lesser of (A) the sum of the Base Quarterly Royalty Cap plus the Balance for such
calendar quarter, (B) the sum of the Base Quarterly Royalty Cap plus One Million United
States Dollars (US$1,000,000), and (C) the amount, if any, by which the Maximum
Cumulative Cap for such calendar quarter exceeds the cumulative royalties paid to Devon
under this Agreement through the end of the prior calendar quarter.

        (ii) "Balance" shall mean, for any calendar quarter, the amount by which the
Maximum Cumulative Cap for the prior calendar quarter exceeds the cumulative

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royalties paid to Devon under this Agreement through the end of such prior calendar quarter. The Balance shall be zero (0) when the cumulative royalties paid to Devon under this Agreement through the end of the prior calendar quarter equal (or exceed) the Maximum Cumulative Cap for such prior calendar quarter. For example, if cumulative royalties paid to Devon through the end of the first calendar quarter of 2010 equal Five Million United States Dollars (US$5,000,000), the Balance for the second calendar quarter of 2010 shall be Two Million Seven Hundred Seventy-Five Thousand United States Dollars (US$2,775,000).

     (iii) "Base Quarterly Royalty Cap" shall mean, for any calendar quarter, the amount in United States Dollars set forth below in Table 1 under the heading "Base Quarterly Royalty Cap".

     (iv) "Maximum Cumulative Cap" shall mean, for any calendar quarter, the amount in United States Dollars set forth below in Table 1 under the heading "Maximum Cumulative Cap".

     (v) "Royalty Payment Termination Date" shall mean the earlier of (A) December 31, 2013 or (B) the date that this agreement is terminated pursuant to Section 11.

     (vi) Starting upon July 1, 2008 and until the earlier of (A) accrued royalty obligations to Devon under this Agreement equal or exceed Nine Million One Hundred Thousand United States Dollars (US$9,100,000) or (B) the Royalty Payment Termination Date, IBM will pay a quarterly royalty of One Hundred United States Dollars (US$100) per planar included in any Royalty Bearing iDataPlex Products sold in that calendar quarter. Notwithstanding the foregoing, the royalty payment for a particular calendar quarter shall never exceed the "Applicable Quarterly Royalty Cap" for such calendar quarter.

Table 1:

Calendar Quarter	Base Quarterly Royalty Cap	Maximum Cumulative Cap
3Q2008	$400,000	$400,000
4Q2008	$750,000	$1,150,000
1Q2009	$1,325,000	$2,475,000
2Q2009	$1,325,000	$3,800,000
3Q2009	$1,325,000	$5,125,000
4Q2009	$1,325,000	$6,450,000
1Q2010	$1,325,000	$7,775,000
2Q2010	$1,325,000	$9,100,000
3Q2010	$400,000	$9,500,000
4Q2010	$400,000	$9,900,000
1Q2011	$400,000	$10,300,000
2Q2011	$400,000	$10,700,000

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3Q2011	$400,000	$11,100,000
4Q2011	$400,000	$11,500,000
1Q2012	$400,000	$11,900,000
2Q2012	$400,000	$12,300,000
3Q2012	$400,000	$12,700,000
4Q2012	$400,000	$13,100,000
1Q2013	$400,000	$13,500,000
2Q2013	$400,000	$13,900,000
3Q2013	$400,000	$14,300,000
4Q2013	$400,000	$14,700,000

(b) Beginning if and when cumulative accrued royalty obligations to Devon under this Agreement equal or exceed Nine Million One Hundred Thousand United States Dollars (US$9,100,000) and ending upon the Royalty Payment Termination Date, IBM will pay a quarterly royalty of Ten United States Dollars (US$10) per planar included in any Royalty Bearing iDataPlex Products sold in that calendar quarter. Notwithstanding the foregoing, the royalty payment for a particular calendar quarter shall never exceed the Applicable Quarterly Royalty Cap for such calendar quarter.

19.2   For the avoidance of doubt, total cumulative royalties paid under this Agreement shall not exceed Fourteen Million Seven Hundred Thousand United States Dollars (US$14,700,000). IBM makes no guarantees as to the actual amount (if any) of quarterly royalties paid to Devon under this Agreement.

19.3   Payment Procedures

Payments under this Section 19 will be made in United States dollars. Upon the close of a quarter, IBM will provide that quarter's Royalty Bearing iDataPlex Product sales volumes, if any, to Devon within thirty (30) days. Devon will provide an invoice to IBM based on that data. Upon receipt of a valid invoice from Devon, IBM will pay the royalties due to Devon within thirty (30) days. In the United States, a royalty payment quarter ends on the last day of the calendar quarter. Outside of the US, a royalty payment quarter is defined according to IBM's current administrative practices. IBM will provide a statement summarizing the royalty calculations with each royalty report.

19.4   Exceptions to Royalty Payment Obligations

IBM has no royalty obligation for:

(a) the Royalty Bearing iDataPlex Products, including follow on products or their derivative works used for:

    1. IBM's or IBM personnel's internal use;

    2. development, maintenance or support activities conducted by IBM or IBM personnel, or third parties under contract with IBM;

    3. marketing demonstrations, customer testing or trial periods (including early support, prerelease, or other similar programs), training or education; or

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      4. backup and archival purposes;

      5. warranty replacements; and

(b) returns and units distributed as concessions to address customer satisfaction issues.

20.0   Payments by Devon

Payments due under this Agreement shall be made by electronic funds transfer. Payments shall be deemed to be made on the date credited to the following accounts provided the payment must reference an IBM invoice number or the contract number for this Agreement:

IBM

PNC Bank
Attn: IBM Corporation
500 First Avenue
Pittsburgh, PA 15219

PNC Bank Contact: Donna Haber
Telephone: 732-220-3258

ABA Routing Number: 043000096
Depositor Acct # 1017305737
Swift Code: PNCCUS33

20.1   IBM's Third Party Hardware Process Payment Procedures for Advance Part Numbers.

Services fees for the thirty (30) part numbers enabled before a customer order under Section 3.6 above are Five Thousand United States Dollars ($5,000) per part number enabled (one-time fee per part number), payable pursuant to the terms of Section 20.2.

20.2 Payments under this Section will be made in US dollars. Devon will pay the Third Party Hardware Process service fees within thirty (30) days of receipt of an invoice from IBM. Upon the close of a quarter, IBM will provide an invoice summarizing the fee calculations and fees due with each invoice.

20.3   The parties acknowledge and agree that, given the restructure of the Prior Agreements hereunder, no payment is required by Devon under IBM Invoice #DV051608 dated May 16, 2008.

21.0   Independent Contractors

Each Party is and shall remain an independent contractor with respect to all performance rendered pursuant to this Agreement. Neither Party nor any employee thereof shall be considered an employee or agent of the other Party for any purpose and shall have no authority to bind or make commitments on behalf of such other Party for any purpose and shall not hold itself or themselves out as having such authority.

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22.0   Force Majeure
Neither Party shall be held liable for failure to fulfill its obligations, if the failure is caused by flood, extreme weather, fire, labor unrest, or other natural calamity, acts of governmental agency, or similar causes beyond the control of such party, and the term for performance shall be increased to a reasonable period of time. The impacted party shall make commercially reasonable efforts to perform notwithstanding the force majeure event.

23.0   Waiver of Trial by Jury
The Parties expressly waive any right to a jury trial regarding disputes related to this Agreement and agree that any proceeding under this Agreement shall be tried by a judge without a jury.

24.0   No Other Rights
This Agreement shall not be construed to grant any rights by implication, estoppel, or otherwise, that are not granted through its express provisions.

25.0   No Third Party Beneficiaries
This Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein shall be construed to give any other person or entity any legal or equitable rights hereunder.

26.0   Severability
If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect and shall be interpreted, to the extent possible, to achieve its purposes without the invalid, illegal or unenforceable provision.

27.0   Entire Agreement
This Agreement, and the provisions in it in effect from time to time by their terms, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, oral or written, and all other communications relating to the subject matter of this Agreement. IBM may change its contact information in Section 18.0 and bank wiring instructions in Section 20.0 by providing Devon with thirty days prior written notice of such change. Devon may change its contact information in Section 18.0 and bank wiring instructions in Section 19.0 by providing IBM with thirty days prior written notice of such change. No other modification, alteration or amendment shall be effective unless made in writing and signed by duly authorized representatives of both Parties.

28.0   Waiver
No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.

29.0 The technology furnished to Devon under this agreement is subject to the United States export/reexport control laws and regulations. Devon agrees to comply with such

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laws and regulations, including complying with the terms of the U.S. license authorizing IBM to furnish the technology to Devon. Devon also acknowledges that these obligations survive the termination of this agreement or other arrangement under which the technology was provided to Devon.

IN WITNESS WHEREOF the parties, through their respective duly authorized representatives, hereby execute this Agreement to be effective on July 9, 2008 (the "Effective Date").

IBM Corporation   **Devon AD Tech, Inc.**

By: _Bernard V. Meyerson_   By: _____

Print: _Bernard S. Meyerson_   Print: _John A. Bennett_

Title: _VP & CTO_   Title: _CEO & Chairman_

Date: _7-10-08_   Date: _7-9-08_

Acknowledged and agreed:

Devon IT, Inc.

By: _____

Print: _John A. Bennett_

Title: _CEO & Chairman_

Date: _7-9-08_

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Exhibit A

Licensed Planar Design

The Licensed Planar Design includes the following:

1.   Functional Specification for both the planar and compression card
2.   Schematics and logic diagrams for both the planar and compression card
3.   Mechanical design drawings of planar
4.   Gerber with board layout and board file for building raw cards
5.   Bill of Material (BOM); Authorized Vendor List (AVL); Product Content Declaration (PCD) and Reduction of Hazardous Substances (RoHS) information on components
6.   Documentation on any BIOS or other firmware embedded in flash memory modules on the planar
7.   Documentation of EMC, safety and homologation certifications, as listed in the Functional Specification
8.   Documentation of EMC recommendations
9.   Cabling design
10.   Thermal and power analysis
11.   Description IBM test processes
12.   Packaging for 1U and 2U designs
13.   Human factors analysis

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Exhibit B

IBM's Standard Third Party Hardware Process

Devon may participate in IBM's Third Party hardware process only for Devon Product that does not compete with an existing IBM offering.

When a Devon Product is made generally available by Devon and a firm customer order is received, an IBM part number will be assigned enabling IBM's sales representatives and IBM's distributors to complete the sale of this product to the customer. An IBM sales representative will assist Devon during the process to assign an IBM part number(s). Devon, as a third party supplier, is fully responsible for the following under the IBM Third Party Hardware Process:

- The Devon Products will be Devon-branded and/or Devon Logo'd.
- The Devon Products will be warranted and supported by Devon.
- Devon will provide all levels of Service and Support and will directly handle all communications and support levels with the customer.
- Devon will provide Devon's Warranties, Maintenance, and Support agreements with the Devon Product.
- The Devon Product must be made available from an IBM distributor in the geographies for which the part number is to be enabled. A contract between Devon and the distributor must be in place before a part number for the Devon Product can be enabled.
- The Devon Product can only be sold in countries for which it is certified, supported, warranted and setup for distribution / support by Devon.
- No software containing Open Source code may be included as part of a Devon Product .
- Devon is responsible for any Devon Product's regulatory compliance and assurances necessary and for providing sufficient verification to support those statements in all countries into which the Devon Product is intended to be sold.
- Devon will test and validate the Devon Product in order to be offered through this process.

IBM reserves the right to provide the product(s) directly to the customer or Bundled / Integrated / Installed with another product, adding the appropriate cost adders as it applies. IBM will set the price for the bid to the customer as deemed appropriate given third party costs, necessary adders, market conditions and customer relationship.

Depending upon circumstances, the IBM part number assignment and release process may take several weeks, and can take longer if the product:

• Is not readily available in Distribution and/or
• Requires IBM Safety Assurance Review and Approval and/or
• Requires special handling (e. g. custom pricing, source, etc.)

IBM reserves the right to provide the following disclaimer (or a similar disclaimer) to its customers:
  DISCLAIMER: Products sold through the Third Party Options, Vendor Logo Hardware, & Vendor Logo Software programs that do not bear the IBM Brand name and / or Logo are serviced and supported

Hosted Client Solution Enablement Agreement

exclusively by their original manufacturers in accordance with terms and conditions packaged with the products. IBM's Statement of Limited Warranty does not apply to products that are not IBM-branded and/or Logo'd even if packaged or sold with IBM products that do carry IBM's Statement of Limited Warranty. Please contact the original equipment manufacturer directly for warranty or technical or customer Service and Support. Furthermore, IBM makes no claims of and accepts no liability for the compatibility or suitability of non-IBM Branded and/or Logo'd products sold through the Third Party Options, Vendor Logo Hardware, & Vendor Logo Software programs. Compatibility and suitability to a given customer application is solely the responsibility of the customer.

Hosted Client Solution Enablement Agreement

Exhibit C

Third Party Offering Letter

IBM AGREEMENT TO ACQUIRE THIRD PARTY PRODUCTS FOR RESALE

This is an agreement between International Business Machines Corporation ("IBM") and Devon AD Tech, Inc. ("Supplier").

1. Course of Dealing: IBM and Supplier agree that any and all Supplier products (hereafter "Products"), which IBM may acquire from any distributor offering these Products (at prices to be determined solely by IBM and the distributor) for resale to others, shall be subject to the terms of this Agreement. Supplier agrees to honor the following terms with respect to all such Products acquired by IBM.

2. Term: This agreement is effective upon signature by both parties. This agreement may only be terminated for material breach during the first thity-six (36) months of the term of this Agreement. After such thirty-six (36) month period, this agreement may be terminated upon ninety (90) calendar days written notice by either party to the other. The warranties and indemnities provided by Supplier shall survive any termination.

3. Warranties: Supplier represents and warrants that: (a) Products are safe for their intended use and reasonably foreseeable misuse; (b) Products are Year 2000 ready such that they are capable of correctly processing, providing, receiving and displaying date data, as well as exchanging accurate date data within and between the twentieth and twenty-first centuries; (c) Products are made completely from new parts only and do not contain any used or reconditioned parts; (d) the Product will function as described in all product documentation (for example but not limited to users manuals, specifications and warranties) and other materials prepared by Supplier and released to customers, including, without limitation, Supplier's general product marketing; (e) all Product descriptions and any other promotional materials prepared by Supplier and released generally (including, without limitation, general product marketing) are accurate and complete and Buyer may rely on such descriptions in creating its own marketing deliverables for the Products; and (f) the Product complies with all laws, regulations, ordinances or other governmental requirements related to the Product, including without limitation any certification or approval program (for example but not limited to FCC authorization for radio frequency devices) and labeling or packaging requirements (including, for example, that the product is labeled in compliance with California "Proposition 65" labeling requirements for products sold or distributed for sale in California).

4. Marketing Support: Supplier grants IBM all rights necessary for IBM to use and sell the Products either alone or integrated with IBM computer systems. This includes the right to use and publish in connection with IBM's marketing of Products, (1) the Product name(s), logos, trade names, service names, trademarks, and or service marks; and (2) any warranties, Product descriptions, artwork, images, and specifications published or otherwise provided by Supplier in connection with its Products. Upon request or at its discretion, Supplier will provide IBM with artwork, product descriptions, and marketing materials to support IBM's marketing efforts. Supplier agrees to provide IBM with market development funds, and other services and facilities that Supplier provides to its other resellers.

5. Indemnification: Supplier will defend, hold harmless and indemnify IBM, and its customers against all claims of any nature, costs, and damages, including attorney's fees, that arise or are alleged to have arisen as a result of this Agreement, or IBM's sale of the Products, including, without limitation:
(a) negligent or intentional acts or omissions of Supplier or Supplier personnel;
(b) damage to any property, personal injury, death, or any damage or loss by whomever suffered, resulting or claimed to result in whole or in part from any actual or alleged defect in design, materials and workmanship or the failure of Products to conform to the warranties, specifications, images, and descriptions published or otherwise provided by Supplier in connection with its Products;
(c) breach by Supplier of any representation, warranty or other term of this Agreement; and
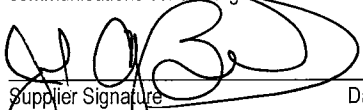(d) infringement of the Product of any intellectual property right of a third party.

If an infringement claim is made, Supplier will, at its own expense: (a) substitute a comparable non-infringing Product; (b) modify the Product to make it non-infringing; (c) obtain a right for continued use or resale of the Product (all at Supplier's expense); or (d) accept return of the infringing Products and refund the full amount paid to customers.
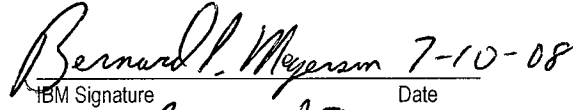
6. General: This Agreement shall be governed in and by the laws of the State of New York. This agreement does not limit the ability of either party to market competitive products or services. IBM will independently establish its own prices for the resale of Products. IBM is not obligated to acquire any number of Products, and does not guarantee the success of its marketing efforts.

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Hosted Client Solution Enablement Agreement

7. End User Limited Warranty: Supplier will provide an appropriate and lawful end user warranty with all Products. Supplier shall be solely responsible for providing all warranty service and technical support to IBM customers under the terms of Supplier's product warranty, and Supplier shall bear all related expenses.

8. Complete Agreement: This agreement includes, all Exhibits, Attachments, Product descriptions, and end user warranties. Any signed copy of this agreement made by reliable means (e.g. photocopy or facsimile) shall be considered an original. This agreement constitutes the complete understanding between IBM and Supplier regarding the Products, and replaces all prior communications concerning this matter.

Supplier Signature Date	IBM Signature Date
Name: John A. Bennett	Name: Bernard S. Meyerson
Address: 1100 First Ave, Ste 100 King of Prussia, Pa 19406	IBM Address: 294 Rt 100 Somers, NY. 10589
Phone: 610-757-4119	Phone: 914-945-2206
Fax: 610-768-4509	Fax: 914-945-4245
E-mail: jbennett@evenhealth.com	E-mail: Meyerson@US.IBM.Com

Hosted Client Solution Enablement Agreement

<u>Exhibit E</u>

From http://www.ibm.com./legal/copytrade.shtml#section-fairuse

Fair use guidelines for use and reference of IBM trademarks

IBM "trademarks" include the famous IBM eight bar logo and other designs owned and used by IBM (collectively referred to herein as "logos"), as well as IBM product and service names (collectively referred to herein as "product names").IBM takes great care in the development and protection of its trademarks and reserves all rights of ownership of its trademarks.

Use of IBM logos

IBM carefully limits the use of its logos. No other company may use IBM logos unless it has the express written permission of IBM, or is licensed by IBM to do so.

To obtain permission to use any IBM logo, contact your IBM representative or the IBM Call Center at 1-800-IBM4YOU (1-800-426-4968) and ask for Corporate Branding.

Fair use of IBM product names

"Fair use" of trademarks allows third parties to make reference (text ONLY) to IBM product names. The following guidelines are published to ensure proper use and reference to IBM product names.

While fair use allows use of or reference to IBM product names, it is necessary that the usage be truthful, not disparaging to IBM, and does not mislead the public. You must be clear and accurate as to the nature of the relationship between IBM and your company, its products or services.

Following are two common types of fair use:

1. Use of IBM product names by third parties is allowed by IBM without permission or license when specifically referring to IBM products. Example: IBM WebSphere software is a middleware platform.
2. Use of IBM product names by third parties is allowed by IBM without permission or license when indicating that an IBM product is compatible with another product.
   Examples: XYZ is compatible with IBM WebSphere software products. XYZ for IBM Lotus Notes.

Please note that the emphasis should be on your product name and any accompanying packaging produced by your company.Labeling should place emphasis on your product name so that it is perceived as an application, developed with, compatible or running on an IBM product).

EXHIBIT H

Addendum 1
To
Blade Enablement Agreement

This Addendum 1 (Addendum) to the Blade Enablement Agreement dated July 9, 2008 ("Agreement") is made and entered into by and between International Business Machines Corporation ("IBM"), Devon IT, Inc. ("Devon IT" or "Devon") and Devon IT (Europe) Ltd. ("Devon Europe") (IBM, Devon Europe and Devon collectively, the "parties" or "Parties") to be effective as of the date of last signature ("Effective Date"). Capitalized terms used but not defined herein have the meaning assigned to such terms by the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the adequacy of which is acknowledged, the parties hereto agree as follows:

1.0   Devon Entities; Release Update

The parties hereby acknowledge that references in the Agreement and this Addendum to "Devon Entities" include without limitation Devon IT, Inc., Devon IT (Europe) Ltd. and Devon AD Tech Inc.

In consideration of this Addendum, the parties further agree to replace the words "date of the execution of this Agreement" in Sections 15.3.1 and 15.3.2 of the Agreement with "Effective Date of Addendum 1 to this Agreement" and thereby make the terms of Section 15 effective as of the execution of this Addendum. The parties further acknowledge and agree that, except as set forth in Section 3.5 of the Agreement, IBM is not required to actively purchase or make available any Devon product as an IBM product or IBM part number including, without limitation, under Modified Goods Agreement #4907022777 dated December 1, 2007, Statement of Work #4907022782 dated December 5, 2007, Product Unique Attachment #4907022798 dated February 4, 2008, Product Unique Attachment #4908006005 dated April 2, 2008.

Devon and Devon Europe each represents and warrants that the assignment documents attached hereto as Exhibit E are the only assignment of rights or obligations under the Prior Agreement (as defined in the Agreement), and that Devon Europe made no further assignment or delegation of rights under such Prior Agreement. The Parties acknowledge, agree and affirm that in accordance with Section 15.1 of the Agreement, the Prior Agreement has been restructured and superseded by the Agreement and this Addendum.

Devon Europe hereby accepts IBM's performance to date under the Agreement, including the prior payments made by IBM to Devon IT in accordance with Section 19 of the Agreement. Devon Europe acknowledges, affirms and agrees to the terms of the

Agreement and this Addendum, including without limitation the releases by Devon Europe as one of the Devon Entities in accordance with Section 15 of the Agreement and this Addendum.

2.0   Proactive Part Restriction

Until December 31, 2010, IBM's Systems and Technology Group (including such business unit if renamed, "IBM STG") agrees, with regard to a third party thin client hardware product which is similar or reasonably equivalent in function to Devon's current TC5 and/or TC2 product, not to proactively enable part numbers under IBM's Third Party Hardware Sales Process in advance of a customer order or a customer request for such a product. For the avoidance of doubt, this restriction only applies to IBM STG, and IBM's business units other than IBM STG are not restricted from selling third party thin client products through any other process (such as IBM's "OEM-in" process). In addition, IBM remains free to enable IBM part numbers for (as well as market, sell and distribute) third party thin client products in response to a customer order or a customer request at any time.

The parties acknowledge and agree that Devon's sole remedy for a breach of this Section 2.0 shall be to (a) permit IBM to withdraw the proactive part numbers causing the breach, and (b) extend the December 31, 2010 date above by one month for each calendar month, or portion thereof, in which IBM breaches this provision.

3.0   Review of Devon DeTOS Operating System

3.1   The parties acknowledge and agree that IBM has fulfilled its obligations under Section 3.5.4 of the Agreement.

3.2   To enable sales of Devon Products through the Third Party Hardware Process with Devon's DeTOS operating system installed in accordance with Section 3.5.4, the parties agree as follows:

> 3.2.1   "VLH Copy" shall mean a copy of the DeTOS operating system distributed through IBM's Third Party Hardware Process.

> 3.2.2   Devon acknowledges and agrees that IBM's review of the DeTOS operating system does not relieve Devon of its obligations to IBM, including the indemnity obligations set forth in Section 5 of the IBM Agreement to Acquire Third Party Products for Resale attached as Exhibit D to the Agreement.

> 3.2.3   Devon represents and warrants that the information (including license and technical information) listed in Exhibit D and provided to IBM in the course

of the review of the DeTOS operating system is and was accurate and complete.

3.2.4   Devon agrees to include with each VLH Copy a notices file that complies with the requirements of all applicable third party licenses, including open source licenses.

3.2.5   Devon agrees that any software package in a VLH Copy must both (a) be listed in Exhibit A, and (b) be subject only to the license terms provided to IBM counsel during the review process in the documents listed in Exhibit D.

3.2.6   Devon agrees not to include any code which is subject to Microsoft license terms (including in the sun-java5-jre package) in VLH Copies, and VLH Copies shall not include any Microsoft license terms.

3.2.7   Devon agrees not to include any code subject to the SGI Free Software License B (Version 1.1); all such licenses shall be removed from VLH Copies and replaced with the SGI Free Software License B (Version 2.0).

3.2.8   Devon represents and warrants that no software packages subject to the QT Commercial License Agreement are used by the main interface for Devon Products within the meaning of Section 10(b) of such license. Devon shall remove all copies of the QT Commercial License Agreement from VLH Copies.

3.2.9   Devon represents and warrants that it will issue within five (5) days from the Effective Date of Addendum 1 the corrected advertising attached as Exhibit B to the current version of the distribution list(s) to which it sent the communications attached as Exhibit C. Devon agrees that it shall not market or advertise, directly or indirectly, Devon Products as "IBM products". Devon further agrees to include, either in the communication itself or in a follow on written communication delivered prior to any order for the Devon Product, the following statement in all press releases, product specification sheets, white papers, web pages, marketing collateral and other communications referencing IBM or IBM part numbers issued for the Devon Products:

> "Devon products sold through IBM's Third Party Options, Vendor Logo Hardware, & Vendor Logo Software programs are not IBM products and are licensed, serviced and supported exclusively by Devon in accordance with Devon's terms and conditions."

Devon agrees to use reasonable efforts to update existing inventory of hardcopy marketing collateral with the above disclaimer within thirty (30) days of the execution of this Agreement.

3.2.10   The parties agree that a breach by Devon of this Section 3.2 shall constitute a material breach of the Agreement, and IBM may immediately discontinue and withdraw IBM part numbers issued for Devon Products; provided that with respect to a breach of Section 3.2.9 only, Devon shall have a period of thirty (30) days from receipt of notice of default to remedy such breach.

4.0   Proactive Part Number Allocation

4.1   The parties acknowledge and agree that proactive part numbers enabled by IBM under its Vendor Logo Hardware sales process shall first be deducted from the part numbers remaining (if any) under the terms of Section 3.5 of the Agreement, and thereafter deducted from the part numbers remaining (if any) under the terms of Section 3.6 of the Hosted Client Solution Enablement Agreement dated July 9, 2008 (HCSEA) between the parties. For the avoidance of doubt, any part numbers remaining under the Agreement shall expire on September 30, 2010, and any part numbers remaining under the HCSEA shall expire on July 8, 2011.

The Agreement and this Addendum and the provisions constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, oral or written, and all other communications relating to the subject matter of the Agreement and this Agreement. Except as set forth in this Addendum, the Agreement remains in full force and effect in accordance with its terms. No other modification, alteration or amendment shall be effective unless made in writing and signed by duly authorized representatives of both Parties. The Parties represent and warrant that: (i) the Parties have received independent legal advice from their attorneys with respect to the advisability of making the agreements provided for herein, as well as the advisability of executing this Addendum; and (ii) except for the express terms of this Agreement, the Parties do not rely on any statement, representation or promise of any other party (or any officer, agent, employee, representative or attorney of or for any other party) in executing this Addendum, or in making the agreements provided for herein.

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF the Parties, through their respective duly authorized representatives, hereby execute this Addendum to be effective on the date of last signature.

IBM Corporation

By: *Bernard P. Meyerson*

Print: *Bernard S. Meyerson*

Title: *VP & CTO*

Date: *02/16/09*

Devon IT (Europe) Ltd.

By: _____

Print: *Joe Makoid*

Title: *Director and President*

Date: *2/23/09*

Devon IT, Inc.

By: _____

Print: *Joe Makoid*

Title: *President*

Date: *2/23/09*

Acknowledged and agreed:

Devon AD Tech, Inc.

By: _____

Print: *Joe Makoid*

Title: *Director and President*

Date: *2/23/09*

Exhibit A

DeTOS Packages

acl
acpid
adduser
alsa-base
alsa-driver
alsa-lib
alsa-oss
alsa-tools
alsa-utils
apt
aptitude
apt-utils
asio
atk
audiofile
aufs
aumix
autoconf
autofs
automake
avahi
base-files
base-passwd
bash
bash-completion
belocs-locales-bin

binutils-static
bison
bonobo-activation
boost
bootsplash
bsdutils
busybox
bzip2
cairo
ccid
consolekit
console-setup
console-terminus

console-tools
coreutils
cpio
cpp
cups

dash
dbus
dbus-glib

dbus-x11
dcd
debconf
debianutils
defoma
desktop-file-utils
dhcp3-client
dhcp3-common
diff
diffutils
dmidecode
dpkg
dropbear
e2fslibs
e2fsprogs
e3
eject
ekiga
esound
esound-common
ethtool
evolution-data-server
expat

EZWGL
file
findutils
firefox
flex
fontconfig-config
fortune-mod
fortunes-min
freetype

gail
gamin
gawk
gcc-base
gconf2
Gconf
gconf2-common
gdb
gdbm
gdm
getopt
gettext-base
gksu
glib
glib
glibc
gnome-doc-utils
gnome-keyring
gnome-keyring
gnome-mime-data
gnome-mime-data
gnome-python
gnome-vfs
gnupg
gpgv
grep
groff
grub
gtk+
gtk+
gtk2-engines
gtk2-engines-xfce
gzip
hal
hal-info
hex2char
hicolor-icon-theme
hostname
icewm
ifupdown
ImageMagick
imlib
initramfs-tools

initscripts
intltool
iproute
iputils-ping
java-common
jpeg-6b
klibc-utils
klogd
laptop-detect
less
libacl1
libao
libart
libasound2
libatk1.0-0
libatm1
libattr1
libaudio2
libaudiofile0
libavahi-client3
libavahi-common3
libavahi-common-data
libavahi-glib1
libblkid1
libbonobo2-common
libbonoboui2-0
libbonoboui2-common
libbz2
libc6
libc6-i686
libcairo2
libcap1
libchromexvmc1
libchromexvmcpro1
libck-connector0
libcomerr2
libconsole
libcroco3
libcupsys2
libcurl3-gnutls
libcwidget3
libdaemon
libdatrie0

libdb4.6
libdbus
libdbus-glib
libdevmapper
libdmx1
libdrm2
libedit2
libexif12
libexo
libexpat1
libfontconfig1
libfontenc1
libfreetype6
libfribidi0
libfs6
libgail18
libgail-common
libgamin0
libgconf2-4
libgcrypt11
libgdbm3
libgksu2-0
libgl1-mesa-glx
libglade2-0
libglib2.0-0
libgnome2-0
libgnome2-common
libgnomecanvas2-0
libgnomecanvas2-common
libgnome-keyring0
libgnomeui-0
libgnomeui
libgnomeui-common
libgnomevfs2-0
libgnomevfs2-common
libgnutls13
libgpg-error
libgsf
libgsf-1-common
libgtk2
libgtk2.0-common
libgtop2-7
libgtop2-common

libhal1
libhal-storage1
libhunspell
libice6
libid3tag
libidl0
libIDL
libidn11
libiw29
libjpeg62
libkeyutils1
libklibc
libkrb53
liblcms1
libldap
liblocale-gettext-perl
libltdl3
liblzo2
libmad
libmagic1
libmng1
libmusclecard
libncurses5
libncursesw5
libnewt
libnotify1
libnspr4
libnss3
libogg
libopencdk10
liborbit2
libosip
libpam0g
libpam-modules
libpam-runtime
libpanel-applet2
libpango1.0-common
libpcre3
libpixman
libpng
libpng12
libpolkit2
libpolkit-dbus2

libpolkit-grant2
libpopt0

libreadline5
librecode0
librsvg2
librsvg2-common
libsasl2
libsasl2-modules
libselinux1
libsepol1
libsigc++
libslang2
libsm6
libsmbios1
libsoup
libsqlite3-0
libss2
libssl
libstartup-notification0
libsysfs2
libtasn1
libtext-charwidth-perl
libtext-iconv-perl
libtext-wrapi18n-perl
libthai0
libthai-data
libtiff4
libtool
libungif

liburi-perl
libusb
libuuid1
LibVNCServer
libvolume-id0
libvorbis
libvte-common
libwrap0
libx11
libx11-data
libxau6
libxaw7
libxcb1
libxcb-xlib0
libxcomposite1
libxcursor1
libxdamage1
libxdmcp6
libxext6
libxfce4mcs-client3
libxfce4mcs-manager3
libxfce4util4
libxfcegui4
libxfixes3
libxfont1
libxft2
libXft
libxi6
libxinerama1
libxkbfile1
libxklavier12
libxml2

libxmu6
libxmuu1
libxp6
libxpm4
libxrandr2
libxrender1
libxslt
libxt6
libxtrap6
libxtst6

libxv1

libxxf86dga1

libxxf86misc1

libxxf86vm1

linc

linux

linux-386

linux-image-16-386

linux-image-386

linux-restricted-modules-16-386

linux-restricted-modules-386

linux-sound-base

linux-ubuntu-modules-16-386

locales

login

LPRng

lsb-base

lsb-release

lsof

lzma

lzo

m4

make

makedev

mawk

mdetect

menu

menu-xdg

mii-diag

mii-tool

mime-support

mknbi

mktemp

module-init-tools

mount

mozplugger

nasm

netbase
netcat
netcat-traditional
net-tools
ntp
ntpdate
nvidia-kernel-common

openssh-client
openssl
ORBit2
pango
passwd
patch
pciutils
pcmciautils
pcsc-lite
perl-base
pkg-config
pm-utils
policykit

portmap_4
powermgmt-base
ppp
procps
psmisc

pygtk
python

qt-x11-opensource-src
rdesktop
readline-common

replimenu
rsync
rxvt

samba

sed
shared-mime-info

smtpclient

sudo
sun-java5-jre
svgalib

sysklogd
syslinux
sysv-rc
sysvutils
tar
tasksel
tasksel-data
tcl
tcpd
termcap
thinstation
thunar-data
tiff
tinywm
tk

traceroute
tsclient
ttf-dejavu
ttf-dejavu-core
ttf-dejavu-extra

tzdata
ubuntu-keyring
ubuntu-minimal
ucf
udev
unclutter

update-inetd
upstart

upx-1.24-linux
usbutils
util-linux
util-linux-locales
uuid-runtime
vim61
vim-common
vnc-4_1_1-unixsrc(RealVNC)
vorbis-tools
vpnc
wget
whiptail
WindowMaker
wireless-tools
wpasupplicant
wvdial
wvstreams
x.org
x11-apps
x11-common
x11-session-utils
x11-utils
x11-xfs-utils
x11-xkb-utils
x11-xserver-utils
xauth
xbitmaps
xfce4
xfce4-icon-theme
xfce4-mcs-manager
xfce4-mcs-plugins
xfce4-panel
xfce4-session
xfce4-terminal
xfce4-utils
xfdesktop4-data
xfonts-100dpi
xfonts-75dpi
xfonts-base
xfonts-encodings
xfonts-utils
xfwm4
xinetd

xinit
xkb-data
xpdf
xplc
xrender
xserver-xorg-core
xserver-xorg-input-evdev
xserver-xorg-input-kbd
xserver-xorg-input-mouse
xserver-xorg-input-synaptics
xserver-xorg-input-vmmouse
xserver-xorg-input-wacom
xserver-xorg-video-amd
xserver-xorg-video-apm
xserver-xorg-video-ark
xserver-xorg-video-ati
xserver-xorg-video-chips
xserver-xorg-video-cirrus
xserver-xorg-video-cyrix
xserver-xorg-video-dummy
xserver-xorg-video-fbdev
xserver-xorg-video-geode
xserver-xorg-video-glint
xserver-xorg-video-i128
xserver-xorg-video-i740
xserver-xorg-video-i810
xserver-xorg-video-imstt
xserver-xorg-video-intel
xserver-xorg-video-mga
xserver-xorg-video-neomagic
xserver-xorg-video-newport
xserver-xorg-video-nsc
xserver-xorg-video-nv
xserver-xorg-video-openchrome
xserver-xorg-video-psb
xserver-xorg-video-rendition
xserver-xorg-video-s3
xserver-xorg-video-s3virge
xserver-xorg-video-savage
xserver-xorg-video-siliconmotion
xserver-xorg-video-sis
xserver-xorg-video-sisusb

xserver-xorg-video-tdfx
xserver-xorg-video-tga
xserver-xorg-video-trident
xserver-xorg-video-tseng

xserver-xorg-video-vesa
xserver-xorg-video-vga
xserver-xorg-video-via
xserver-xorg-video-vmware
xserver-xorg-video-voodoo
xtdesktop
xterm
xubuntu-default-settings
xulrunner
xwChoice
zip
zlib
zlib1g

Exhibit B

Corrective Advertising

SUBJECT: Devon IT Announces New Thin Client Solutions with IBM part
numbers [Corrected]

January xx, 2009.

With Full Support for IBM Virtual Client Solutions, Devon IT's Thin
Clients with IBM Part Numbers Provide Cost-Effective Approach To
Managing and Accessing Virtualized Desktops

Devon IT today announced its new line of thin client hardware and
software orderable with IBM part numbers. Devon has worked directly
with IBM to launch this complete line of thin client solutions that
complements IBM's Virtual Client Solutions (VCS) infrastructure.

"We are committed to providing industry-leading and cost-effective thin
client technology for users," explained Joe Makoid, President, Devon IT.
"When a market and technology leader like IBM is progressing thin
client/hosted client architecture it is obvious that the current
approach to desktop computing is shifting. We have always been
proponents of server-centric computing and centralized management as a
way for IT managers to reduce costs dramatically. The IBM part numbers
on Devon Thin Clients provide IBM customers an easy and cost-effective
way to order compete hosted desktop solutions."

Information on how to order these Devon thin clients is available from
Devon IT at www.devonit.com/ibm

Devon's Line of Thin Clients with IBM part numbers provide a complete
set of desktop, mobile and specialized thin client solutions that will
meet any end user requirement.

TC2

The ultra-small and inexpensive TC2 an ideal desktop replacement for
businesses looking to downsize their infrastructure and reduce
management and power costs. The small form factor unit consumes only 8
watts and is completely silent. Despite its size, it is fully-functioned
and allows users to connect to a variety of servers and virtual
desktops. The TC2 is exclusively a Devon IT product, and is orderable
through IBM using an IBM part number.

TC5

The TC5 is a next-generation thin client from Devon IT for users who
need high performance from a small footprint client. The TC5 gives users
the capability to use multiple displays with one stateless unit. This
ultra-advanced desktop appliance supports dual DVI video, internal
wireless (Optional) and comes with either the DeTOS Operating System or
Windows XP Embedded. The TC5 is exclusively a Devon IT product, but will
be orderable through IBM using an IBM part number.

TC10/CP20

The TC10 is the highest performance desktop access device in the world.
It is the first desktop access device that gives the end user a true PC
experience with instant screen updates, full multimedia support, and

Page 20 of 39

full USB compatibility. It connects to IBM's HC10 Workstation Blade
using PC-over-IP™, a technology that changes the desktop computing model
by enabling desktop consolidation benefits to be realized across the
enterprise. Unlike a traditional RDP thin client, the TC10 is for
demanding users that require real time PC-like capability such as
financial traders and power users such as CAD engineers. The TC10 is
equivalent to the IBM CP20.

SafeBook(r)LVO

The SafeBook® LVO, is the next-generation mobile thin client notebook.
Built on the Lenovo ThinkPad platform the SafeBook® LVO is available
with Windows® XP embedded software and is compatible with Lenovo
ThinkPad docking stations and accessories. The SafeBook® LVO is a mobile
thin client laptop with no hard drive, so all sensitive data is
protected against loss or theft. With its low purchase price, low
operating and maintenance costs, and reinforced security functions, the
SafeBook® LVO offers the latest thin client technology in a lightweight,
mobile notebook. The SafeBook(r)LVO is exclusively a Devon IT product,
but is orderable through IBM using an IBM part number.

"We are collaborating with IBM to accelerate hosted client solutions
like the VCS," noted Makoid. "Our thin clients with IBM part numbers can
help customers immediately access any application without changing the
architecture, touching the infrastructure or rewriting code and that is
exactly what they are looking for in a secure access hosted client
solution."

Pricing and Availability

For more information about Devon's products orderable with IBM part
numbers, or to arrange for a proof-of-concept, email info@devonit.com,
or call 610-757-4220 or toll-free 888-524-9382. Information is also
available at www.devonit.com/ibm. Devon products sold through IBM's Third
Party Options, Vendor Logo Hardware, & Vendor Logo Software programs are
not IBM products and are licensed, serviced and supported exclusively by
Devon in accordance with Devon's terms and conditions.

Exhibit C

Devon Communications

devon IT | alternative desktop computing
www.devonit.com/IBM

Devon IT to Launch IBM Part Number Products

Find out more

RESOURCES

Hosted Desktop Approach
Desktop Consolidation
IBM Products
Sales Resources
News & Events
Contact
Forums
Industries

Need to Access the
IBM Portal to signup
or register?
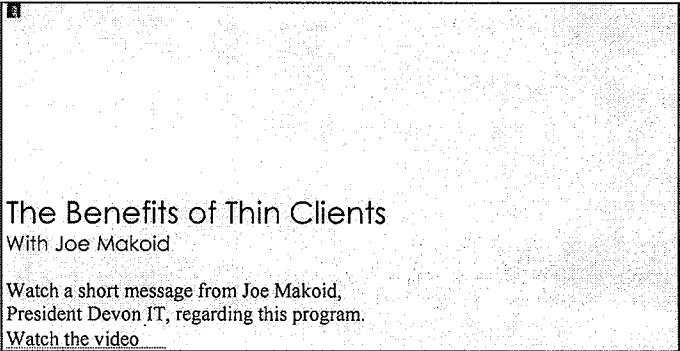
Access IBM Portal

Devon IT, Inc.
1100 First Avenue, Suite 100
King of Prussia, PA 19406

October 20, 2008

From Joe Makoid, President of Devon IT –

I'm writing to give you the first glance at an exciting new initiative between IBM and Devon IT. Devon's new line of thin clients, the TC2 and the SafeBook®LVO will be available with IBM part numbers enabling IBM sales personnel and partners to sell these products as IBM products.

The Benefits of Thin Clients
With Joe Makoid

Watch a short message from Joe Makoid,
President Devon IT, regarding this program.
Watch the video

Watch a short introductory video on the TC2 and the SafeBook®LVO

To learn more I encourage you to visit a password-protected website exclusively built for IBM sales personnel, www.devonit.com/ibm (registration required). Here you will find product information, vertical sales overviews, and sales, marketing, and technical resources. **We are here to help you reach customers, and will do whatever it takes to help IBM maximize sales opportunities.**

I also encourage you to contact me at jmakoid@devonit.com or call me at 1-215-479-6152 or contact Hector Guevarez, IBM VCS Offering Manager, hectorg@us.ibm.com or call him at 1-919-543-9546 with any current sales opportunities that you think have hosted client potentials, or with any questions on ordering and IBM compensation on these part-numbered products.

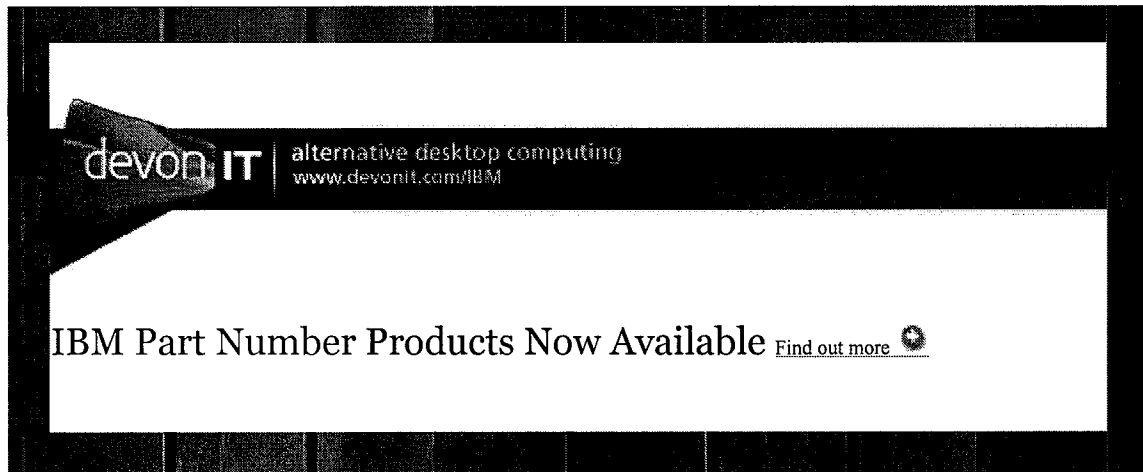I look forward to continued success with IBM, and please stay tuned for more details regarding this initiative.

Best,

Joe Makoid

President

Devon IT

*SafeBook® LVO available in U.S. only

IBM Part Number Products Now Available Find out more ●

December 9, 2008

From Joe Makoid, President of Devon IT –

I am pleased to announce Devon IT's thin clients are **NOW** available with IBM part numbers, enabling IBM sales personnel and partners to sell these products as IBM products. You may have received the IBM announcement letter from IBM Product Management, it is also available for you to view at http://www.devonit.com/ibm/12-09-2008-IBM-VLH-part-numbers-available.php.

To learn more about those part-number products I encourage you to visit a password-protected website exclusively built for IBM sales personnel, www.devonit.com/ibm (registration required). Here you will find product information, vertical sales overviews, and sales, marketing, and technical resources. **We are here to help you reach customers, and will do whatever it takes to help IBM maximize sales opportunities.**

If you have ongoing sales opportunities and need assistance, please contact me directly on my Deal Zone Hotline at 610-757-4216. We are already engaged in many large desktop opportunities with IBM because of this initiative and can

provide you with any help you need.

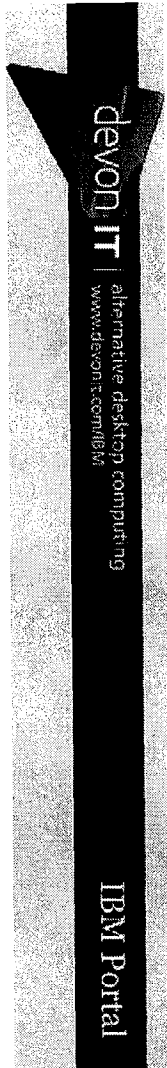Please log in to our secure portal www.devonit.com/ibm for more information.

Best,

Joe Makoid

President

Devon IT

jmakoid@devonit.com

ibm_unsubscribe@devonit.com

Click Here to be removed fro

Welcome, David Tjon | SIGN OUT | HOME

devon IT | alternative desktop computing
www.devonit.com/IBM

IBM Portal

VLH/IBM Products

TC2

IBM Part Number: TC2B-49Y0552
TC2C-49Y0553

The TC2 thin client is an ideal desktop replacement for
businesses looking to downsize their infrastructure and
reduce management and power costs. The small form
factor unit consumes only 8 watts and is completely silent.
Despite its size, it is fully-functioned and allows users to
connect to a variety of servers and virtual desktops. The

TC2 is exclusively a Devon IT product, but also carries an IBM part number.

Learn More ◎ | Datasheet ▣

SafeBook LVO

IBM Part Number: 49Y0551/49Y0554

The SafeBook, available with the Devon Terminal operating
system (DeTOS), is a mobile thin client laptop with no hard
drive, so all sensitive data is protected against loss or theft.

RESOURCES

Hosted Desktop Approach
Desktop Consolidation
IBM Products
Sales Resources
News & Events
Channel
Partners
INDUSTRIES
Healthcare
Education
Finance

Recent News

November 26, 2008
Devon IT Launches Thin Client,
Virtualization Test Center in
China Headquarters

November 13, 2008
Devon IT Presents Desktop

Exhibit D

Due Diligence Information

- Excel Spreadsheet filename
  "DeTOS_platform_licenses.dw.20081125.xls" with updates as noted
  in column C of the file "DeTOS_platform_licenses_112508.xls"

- Text file "open_source_licenses 2-11-09.txt"

- Emails from Joe Aloia to Drew Wright dated 12/9/2008 (three emails),
  12/11/2008, and 12/23/2008

- Email from Ian Geiser to Drew Wright dated 12/12/2008

Exhibit E

Assignment Document

DATED 18 DECEMBER 2006

(1) DEVON IT INC.

AND

(2) Devon IT (Europe) Ltd

DEED OF ASSIGNMENT

MATHESON ORMSBY PRENTICE
30 Herbert Street
Dublin 2
Ireland

TEL + 353 1 619 9000
FAX + 353 1 619 9010
4355463.1

THIS DEED OF ASSIGNMENT is made the 18th day of December 2006 (the "Assignment")

BETWEEN

(1)   **DEVON IT, INC.** a company incorporated under the laws of the Commonwealth of Pennsylvania, Federal Employment Identification No. 41-2037761 having its registered office at 1100 First Avenue, King of Prussia, Pennsylvania 19046, United States of America (the "Assignor"); and

(2)   **DEVON IT (EUROPE) LIMITED** a company incorporated under the laws of Ireland (registration number 424919) having its registered office at 30 Herbert Street, Dublin 2 (the "Purchaser"); (the "Assignee") (each a "Party" and collectively the "Parties").

WHEREAS

A.   The Assignor is the legal and beneficial owner of the Assets.

B.   The Assignor wishes to assign all his right title and interest in the Assets on the terms set out in this Assignment.

NOW IT IS HEREBY AGREED AS FOLLOWS

1   **DEFINITIONS AND INTERPRETATION**

1.1   The following definitions apply in this Assignment:

"**Assets**" means:

(a)   the Contracts;

(b)   the Intellectual Property; and

(c)   all other assets, rights and contracts (if any) of the Assignor at Completion associated with or in connection with the IBM Blade Project at Completion.

"**Business Day**" means a day (other than a Saturday or Sunday) on which clearing banks are generally open for business in Ireland and the Commonwealth of Pennsylvania;

"Completion" means the 22nd day of December 2006 upon which this Assignment shall take effect;

"**Components**" means the Assignor's:

(a)   connection broker software components developed by or for the Assignor for use in relation to the IBM Blade Project; and

(b)   client terminal developed by or for the Assignor for use in relation to the IBM Blade Project;

including, in the case of (a) and (b) above, any other similar or related software components or client terminals (as the case may be) that upon Completion have been developed by or for the Assignor in connection with any other thin client technology, servers, hardware or computer systems and whether or not in relation to corporate networks or remote data centres;

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"Contracts" means the contracts and engagements of the Assignor in relation to the IBM Blade Project and/or in relation to the Components including (but not limited to) those contracts described in Schedule 1;

"Encumbrance" means:

        (a)   any adverse claim or right or third party right or other right or interest;

        (b)   any equity;

        (c)   any option or right of pre-emption or right to acquire or right to restrict;

        (d)   any mortgage, charge, assignment, hypothecation, pledge, lien, encumbrance or security interest or arrangement of whatsoever nature;

        (e)   any reservation-of-title; or

        (f)   any hire purchase, lease or instalment purchase agreement;

"IBM" means International Business Machines Corporation;

"IBM Agreement" means the Collaboration Agreement dated 3 October 2005 between the Assignor and IBM, being one of the Contracts;

"IBM Blade Project" means the project for the development of a fixed function hosted client blade server solution as contemplated by the IBM Agreement;

"Intellectual Property" means any and all patents, registered trademarks, registered designs, applications for any of the foregoing, trade and business names, unregistered trademarks, logos, know-how, trade secrets, copyrights (including, without limitation, rights in source and object codes), rights in designs, inventions, rights under licences and consents in relation to any such rights, and rights of the same or similar effect or nature, together with all goodwill attaching or relating thereto, in any part of the world (whether or not capable of protection by registration) in relation to the Components including (but not limited to) the Intellectual Property described in Schedule 2;

1.2   In this Assignment, unless the context otherwise requires:

1.3   words denoting any gender include all genders and words denoting the singular include the plural and vice versa.

1.4   all references to recitals and clauses are to recitals in and clauses of this Assignment;

1.5   headings are for convenience only and shall not affect the construction or interpretation of this Assignment;

1.6   words such as "hereunder", "hereto", "hereof" and "herein" and other words commencing with "here" shall unless the context clearly indicates to the contrary refer to the whole of this Assignment and not to any particular section or clause hereof;

1.7   in construing this Assignment general words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things and general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words and any reference to the word "include" or "including" is to be construed without limitation;

1.8   any reference to a person shall be construed as a reference to any individual, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing;

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1.9   any reference to a person includes the parties and their successors, personal representatives and permitted assigns and not third party accountants, attorneys, advisors, assistant and the like;

1.10   "writing" or any similar expression includes transmission by facsimile;

1.11   If any action or duty to be taken or performed under any of the provisions of this Assignment would fall to be taken or performed on a day which is not a Business Day such action or duty shall be taken or performed on the Business Day next following such date;

1.12   for the avoidance of doubt any reference to "Ireland" does not include Northern Ireland.

2   **ASSIGNMENT**

2.1   In consideration of the sum of US$100,000 (one hundred thousand US dollars) now paid by the Assignee to the Assignor (the receipt and sufficiency of which is hereby acknowledged), the Assignor as legal and beneficial owner hereby assigns to the Assignee its successors and assigns all its right, title and interest in and to the Assets owned by it together with all the rights of action, powers and benefits belonging to the same, including the right to sue for and obtain damages and other relief in respect of any infringement and/or any violation of any common law rights (whether past, present or future) in the Intellectual Property and for the Assignee, its successors and assigns to hold, use, exercise and enjoy the same unto the Assignee absolutely for the whole period of such rights for the time being capable of being assigned by the Assignor together with any and all renewals, reversions and extensions throughout the world.

3   **MORAL RIGHTS WAIVER**

The Assignor hereby waives and agrees not to assert or enforce any and all moral rights (as provided for by Chapter 7 of the Copyright and Related Rights Act 2000 and equivalent or similar provisions of any foreign law) that it may have presently or in the future in connection with any Intellectual Property assigned under this Assignment.

4   **FURTHER ACTS**

4.1   Upon Completion the Assignor shall deliver to the Assignee:

   4.1.1   all of the Assets which are capable of passing by delivery;

   4.1.2   all deeds and documents of title in relation to the Assets; and

   4.1.3   evidence, in a form satisfactory to the Assignee, of the release of the Assets from any Encumbrances to which they are subject.

4.2   At the request of the Assignee from time to time, the Assignor shall (and shall procure that any other necessary party shall) at the Assignor's own cost and expense execute such documents and do all such acts and things as may be required subsequent to Completion for assuring to or vesting in the Assignee (including its nominee or nominees) the beneficial ownership of the Assets or otherwise in order to perfect the right, title and interest of the Assignee to the Assets.

4.3   The Assignor shall provide or procure the provision of all information in its possession or under its control to the Assignee which it shall from time to time reasonably require subsequent to Completion relating to the Assets and will give, or procure to be given to the Assignee, its advisers and agents such access to (including the right to take copies of) any documents in its possession or under its control containing such information as the Assignee may from time to time reasonably require.

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5   **REPRESENTATIONS AND WARRANTIES**

4.1   The Assignor represents and warrants to the Assignee that:

5.1.1   the execution of this Assignment shall not conflict with or result in a breach of or constitute a default under (i) any judgment, order, the injunction, decree, regulation or ruling of any court or governmental authority to which the Assignor is subject, or (ii) any agreement, license, contract or commitment to which the Assignor is a party;

5.1.2   The Intellectual Property does not infringe the rights of any third party;

5.1.3   all information given by the Assignor to the Assignee or to its professional advisors in the course of negotiations leading to this Assignment was when given and remains true, complete, comprehensive and accurate in all respects and is not misleading in any respect and so far as such information is expressed as a matter of opinion such opinions were when given and remains truly and honestly held and not given casually or recklessly or without due regard for their accuracy. There is, so far as the Assignor is aware, no fact, matter or circumstance which has not been disclosed in writing to the Assignee which would render such information untrue or misleading;

5.1.4   the Assets:

(a)   are legally and beneficially owned by the Assignor free from any Encumbrance or any agreement or commitment to grant, give or create any Encumbrance and the Assignor has good and marketable title to them;

(b)   are not the subject of any agreement for lease, hire, hire purchase, conditional purchase or sale on deferred terms;

(c)   are situated in Pennsylvania and are in the possession and under the control of the Assignor;

5.1.5   it has a non-revocable worldwide licence to use any third party intellectual property contained within the Assets and has the right to assign this licence;

5.1.6   in creating any Intellectual Property the Assignor has not infringed upon any intellectual property rights of any third party; and

5.1.7   it has due capacity and authority to enter into this Assignment and to comply with all of its obligations thereunder.

6   **INDEMNIFICATION**

The Assignor shall defend, indemnify and hold the Assignee harmless from any and all damages, liabilities, claims, judgments, costs, expenses, including reasonable legal fees and settlement costs, arising out of the Assignor's breach of any representation, warranty or other provision of this Assignment made by or applicable to the Assignor.

7   **MISCELLANEOUS**

7.1   **Survival of Obligations**

The representations, undertakings and warranties contained in this Assignment together with any of the provisions of this Assignment which shall not have been performed at Completion shall remain in full force and effect notwithstanding Completion.

7.2   **Benefit of Assignment**

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This Assignment shall be binding upon and enure to the benefit of the respective Parties hereto and their respective personal representatives, successors in title and permitted assigns.

7.3 **Assignment**

This Assignment shall not be assignable in whole or in part by the Assignor but the Assignee shall be entitled to assign and transfer all or any of its rights and obligations hereunder and such transferee shall be entitled to enforce the same against the Assignor as if it were named in this Assignment as the Assignee.

7.4 **Waiver, Release and Remedies**

A waiver by any Party hereto of any breach by the other Party of any of the terms provisions or conditions of this Assignment or the acquiescence of any Party hereto in any act (whether commission or omission) which but for such acquiescence would be a breach as aforesaid shall not constitute a general waiver of such term, provision or condition or an acquiescence to any subsequent act contrary thereto.

7.5 **Failure or Delay in Exercising Claim**

No failure or delay by any Party hereto in exercising any claim, remedy, right, power or privilege under this Assignment shall operate as a waiver nor shall a single or partial exercise of any claim, remedy, right, power or privilege preclude any further exercise thereof or exercise of any other claim, right, power or privilege.

7.6 **Release of Liability**

Any liability of any Party to any other Party hereto under the provisions of this Assignment may in whole or in part be released, varied, postponed, compounded or compromised by that other Party in its absolute discretion as regards such Party without in any way prejudicing or affecting its rights against any other Party hereto under the same or a like liability whether joint and several or otherwise. Should any provision of this Assignment transpire not to be enforceable against any of the parties hereto, such non-enforceability shall not render such provision unenforceable against any other Party hereto.

7.7 **Counterparts**

This Assignment may be executed in any number of counterparts and by the different Parties hereto on separate counterparts each of which when executed and delivered shall constitute an original and all such counterparts together constituting but one and the same instrument.

7.8 **Notices**

Any notice or other communications to any Party hereto (whether required or permitted to be given under or in connection with this Assignment) shall be in writing and may (at the option of the Party giving the notice) be:

(a) delivered by hand;

(b) sent by facsimile

to the address or facsimile number, set out under its name below, or to such other address or facsimile number as is from time to time notified to the Party giving the notice in compliance with the provisions of this clause 7.8:

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acknowledges that in agreeing to enter into this Assignment it has not relied on any representations or warranties except for those contained in this Assignment.

7.13   **Severability**

Each of the provisions of this Assignment is separate and severable and enforceable accordingly and if at any time any provision is adjudged by any court of competent jurisdiction to be void or unenforceable the validity, legality and enforceability of the remaining provisions hereof or of that provision in any other jurisdiction shall not in any way be affected or impaired thereby.

7.14   **Governing Law and Jurisdiction**

This Assignment shall be governed by and construed in accordance with the laws of Ireland. Each of the parties hereto hereby irrevocably agrees that the courts of Ireland shall have jurisdiction to hear and determine any suit, action or proceedings that may arise out of or in connection with this Assignment and for such purposes irrevocably submits to the jurisdiction of such courts.

7

SCHEDULE 1

Contracts

1.   The IBM Collaboration Agreement dated 3 October 2005 between the Assignor and IBM and any related agreements with IBM including the Non-Disclosure Agreement with IBM;

2.   Any agreements:

     (i)   with Teradici relating to the Teradici Chip set and any related Non-Disclosure Agreement;

     (vii)   with PDE to create the board's electrical design for the Brick; and

     (viii)   with USI to design and manufacture the Brick case.

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SCHEDULE 2

Intellectual Property
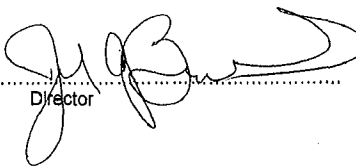
The Assignor's connection broker software and client terminal known as the "Brick";

All rights to the "PC Bladeworks" product name (whether or not registered); and

A transfer of the URL "Pcbladeworks.com" and any other URL containing the phrase "Pcbladeworks".

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Page 38 of 39

IN WITNESS WHEREOF the parties have caused this Assignment to be duly executed as a Deed and is intended to be delivered and is delivered on the date and year first herein written.

EXECUTED as a DEED by
DEVON IT INC.
in the presence of:-

....
Director

....
Director/Secretary

(

EXECUTED as a DEED by
DEVON IT (EUROPE) LIMITED
in the presence of:-

....
Director

....
Director/Secretary

(

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Page 39 of 39
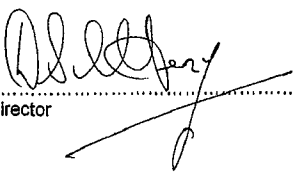
EXHIBIT I

Addendum 1
To
Hosted Client Solution Enablement Agreement

This Addendum 1 (Addendum) to the **Hosted Client Solution** Enablement Agreement dated July 9, 2008 ("Agreement") is made and entered into by and between International Business Machines Corporation ("IBM") and Devon AD Tech, Inc. ("Devon") (IBM and Devon collectively, the "parties" or "Parties") to be effective as of the date of last signature ("Effective Date"). Capitalized terms used but not defined herein have the meaning assigned to such terms by the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the adequacy of which is acknowledged, the parties hereto agree as follows:

1.0   Devon Entities; Release Update

The parties hereby acknowledge that references in the Agreement and this Addendum to "Devon Entities" include without limitation Devon IT, Inc. and Devon IT (Europe) Ltd. Devon IT, Inc. acknowledges, affirms and agrees to the terms of the Agreement and this Addendum, including without limitation the releases by Devon IT as one of the Devon Entities in accordance with Section 15 of the Agreement and this Section of the Addendum.

In consideration of this Addendum, the parties further agree to replace the words "date of the execution of this Agreement" in Sections 15.0(c) and (e) of the Agreement with "Effective Date of Addendum 1 to this Agreement" and thereby make the terms of Section 15 effective as of the execution of this Addendum. The parties further acknowledge and agree that, except as set forth in Section 3.6 of the Agreement, IBM is not required to actively purchase or make available any Devon product as an IBM product or IBM part number including, without limitation, under Modified Goods Agreement #4907022777 dated December 1, 2007, Statement of Work #4907022782 dated December 5, 2007, Product Unique Attachment #4907022798 dated February 4, 2008, Product Unique Attachment #4908006005 dated April 2, 2008.

2.0   Proactive Part Restriction

Until December 31, 2010, IBM's Systems and Technology Group (including such business unit if renamed, "IBM STG") agrees, with regard to a third party thin client hardware product which is similar or reasonably equivalent in function to Devon's current TC5 and/or TC2 product, not to proactively enable part numbers under IBM's Third Party Hardware Sales Process in advance of a customer order or a customer request for such a product. For the avoidance of doubt, this restriction only applies to IBM STG, and IBM's business units other than IBM STG are not restricted from selling third party

thin client products through any other process (such as IBM's "OEM-in" process). In addition, IBM remains free to enable IBM part numbers for (as well as market, sell and distribute) third party thin client products in response to a customer order or a customer request at any time.

The parties acknowledge and agree that Devon's sole remedy for a breach of this Section 2.0 shall be to (a) permit IBM to withdraw the proactive part numbers causing the breach, and (b) extend the December 31, 2010 date above by one month for each calendar month, or portion thereof, in which IBM breaches this provision.

3.0   Review of Devon DeTOS Operating System

3.1   The parties acknowledge and agree that IBM has fulfilled its obligations under Section 3.6.4 of the Agreement.

3.2   To enable sales of Devon Products through the Third Party Hardware Process with Devon's DeTOS operating system installed in accordance with Section 3.6.4, the parties agree as follows:

> 3.2.1 "VLH Copy" shall mean a copy of the DeTOS operating system distributed through IBM's Third Party Hardware Process.

> 3.2.2 Devon acknowledges and agrees that IBM's review of the DeTOS operating system does not relieve Devon of its obligations to IBM, including the indemnity obligations set forth in Section 5 of the IBM Agreement to Acquire Third Party Products for Resale attached as Exhibit C to the Agreement.

> 3.2.3 Devon represents and warrants that the information (including license and technical information) listed in Exhibit D and provided to IBM in the course of the review of the DeTOS operating system is and was accurate and complete.

> 3.2.4 Devon agrees to include with each VLH Copy a notices file that complies with the requirements of all applicable third party licenses, including open source licenses.

> 3.2.5 Devon agrees that any software package in a VLH Copy must both (a) be listed in Exhibit A, and (b) be subject only to the license terms provided to IBM counsel during the review process in the documents listed in Exhibit D.

> 3.2.6 Devon agrees not to include any code which is subject to Microsoft license terms (including in the sun-java5-jre package) in VLH Copies, and VLH Copies shall not include any Microsoft license terms.

3.2.7 Devon agrees not to include any code subject to the SGI Free Software License B (Version 1.1); all such licenses shall be removed from VLH Copies and replaced with the SGI Free Software License B (Version 2.0).

3.2.8 Devon represents and warrants that no software packages subject to the QT Commercial License Agreement are used by the main interface for Devon Products within the meaning of Section 10(b) of such license. Devon shall remove all copies of the QT Commercial License Agreement from VLH Copies.

3.2.9 Devon represents and warrants that it will issue within five (5) days from the Effective Date of Addendum 1 the corrected advertising attached as Exhibit B to the current version of the distribution list(s) to which it sent the communications attached as Exhibit C. Devon agrees that it shall not market or advertise, directly or indirectly, Devon Products as "IBM products". Devon further agrees to include, either in the communication itself or in a follow on written communication delivered prior to any order for the Devon Product, the following statement in all press releases, product specification sheets, white papers, web pages, marketing collateral and other communications referencing IBM or IBM part numbers issued for the Devon Products:

> "Devon products sold through IBM's Third Party Options, Vendor Logo Hardware, & Vendor Logo Software programs are not IBM products and are licensed, serviced and supported exclusively by Devon in accordance with Devon's terms and conditions."

Devon agrees to use reasonable efforts to update existing inventory of hardcopy marketing collateral with the above disclaimer within thirty (30) days of the execution of this Agreement.

3.2.10   The parties agree that a breach by Devon of this Section 3.2 shall constitute a material breach of the Agreement, and IBM may immediately discontinue and withdraw IBM part numbers issued for Devon Products; provided that with respect to a breach of Section 3.2.9 only, Devon shall have a period of thirty (30) days from receipt of notice of default to remedy such breach.

4.0   Proactive Part Number Allocation

4.1   The parties acknowledge and agree that proactive part numbers enabled by IBM under its Vendor Logo Hardware sales process shall first be deducted from the part numbers remaining (if any) under the terms of Section 3.5 of the Blade Enablement Agreement dated July 9, 2008 (BEA) between the parties, and thereafter deducted from the part numbers remaining (if any) under the terms of Section 3.6 of the Agreement. For the avoidance of doubt, any part numbers remaining under the

BEA shall expire on September 30, 2010, and any part numbers remaining under the Agreement shall expire on July 8, 2011.

The Agreement and this Addendum and the provisions constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, oral or written, and all other communications relating to the subject matter of the Agreement and this Agreement. Except as set forth in this Addendum, the Agreement remains in full force and effect in accordance with its terms. No other modification, alteration or amendment shall be effective unless made in writing and signed by duly authorized representatives of both Parties. The Parties represent and warrant that: (i) the Parties have received independent legal advice from their attorneys with respect to the advisability of making the agreements provided for herein, as well as the advisability of executing this Addendum; and (ii) except for the express terms of this Agreement, the Parties do not rely on any statement, representation or promise of any other party (or any officer, agent, employee, representative or attorney of or for any other party) in executing this Addendum, or in making the agreements provided for herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the Parties, through their respective duly authorized representatives, hereby execute this Addendum to be effective on the date of last signature.

IBM Corporation   **Devon AD Tech, Inc.**

By: *Bernard P. Meyerson*   By: _____

Print: *Bernard S. Meyerson*   Print: Joe Makoid

Title: VP & CTO   Title: Director and President

Date: 02 /16/09   Date: 2/23/09

Acknowledged and agreed:

Devon IT, Inc.   **Devon IT (Europe) Ltd.**

By: _____   By: _____

Print: Joe Makoid   Print: Joe Makoid

Title: President   Title: Director and President

Date: 2/23/09   Date: 2/23/09

Exhibit A

DeTOS Packages

acl
acpid
adduser
alsa-base
alsa-driver
alsa-lib
alsa-oss
alsa-tools
alsa-utils
apt
aptitude
apt-utils
asio
atk
audiofile
aufs
aumix
autoconf
autofs
automake
avahi
base-files
base-passwd
bash
bash-completion
belocs-locales-bin

binutils-static
bison
bonobo-activation
boost
bootsplash
bsdutils
busybox
bzip2
cairo
ccid
consolekit
console-setup
console-terminus

console-tools
coreutils
cpio
cpp
cups

dash
dbus
dbus-glib

dbus-x11
dcd
debconf
debianutils
defoma
desktop-file-utils
dhcp3-client
dhcp3-common
diff
diffutils
dmidecode
dpkg
dropbear
e2fslibs
e2fsprogs
e3
eject
ekiga
esound
esound-common
ethtool
evolution-data-server
expat

EZWGL
file
findutils
firefox
flex
fontconfig-config
fortune-mod
fortunes-min
freetype

gail
gamin
gawk
gcc-base
gconf2
Gconf
gconf2-common
gdb
gdbm
gdm
getopt
gettext-base
gksu
glib
glib
glibc
gnome-doc-utils
gnome-keyring
gnome-keyring
gnome-mime-data
gnome-mime-data
gnome-python
gnome-vfs
gnupg
gpgv
grep
groff
grub
gtk+
gtk+
gtk2-engines
gtk2-engines-xfce
gzip
hal
hal-info
hex2char
hicolor-icon-theme
hostname
icewm
ifupdown
ImageMagick
imlib
initramfs-tools

initscripts
intltool
iproute
iputils-ping
java-common
jpeg-6b
klibc-utils
klogd
laptop-detect
less
libacl1
libao
libart
libasound2
libatk1.0-0
libatm1
libattr1
libaudio2
libaudiofile0
libavahi-client3
libavahi-common3
libavahi-common-data
libavahi-glib1
libblkid1
libbonobo2-common
libbonoboui2-0
libbonoboui2-common
libbz2
libc6
libc6-i686
libcairo2
libcap1
libchromexvmc1
libchromexvmcpro1
libck-connector0
libcomerr2
libconsole
libcroco3
libcupsys2
libcurl3-gnutls
libcwidget3
libdaemon
libdatrie0

libdb4.6
libdbus
libdbus-glib
libdevmapper
libdmx1
libdrm2
libedit2
libexif12
libexo
libexpat1
libfontconfig1
libfontenc1
libfreetype6
libfribidi0
libfs6
libgail18
libgail-common
libgamin0
libgconf2-4
libgcrypt11
libgdbm3
libgksu2-0
libgl1-mesa-glx
libglade2-0
libglib2.0-0
libgnome2-0
libgnome2-common
libgnomecanvas2-0
libgnomecanvas2-common
libgnome-keyring0
libgnomeui-0
libgnomeui
libgnomeui-common
libgnomevfs2-0
libgnomevfs2-common
libgnutls13
libgpg-error
libgsf
libgsf-1-common
libgtk2
libgtk2.0-common
libgtop2-7
libgtop2-common

libhal1
libhal-storage1
libhunspell
libice6
libid3tag
libidl0
libIDL
libidn11
libiw29
libjpeg62
libkeyutils1
libklibc
libkrb53
liblcms1
libldap
liblocale-gettext-perl
libltdl3
liblzo2
libmad
libmagic1
libmng1
libmusclecard
libncurses5
libncursesw5
libnewt
libnotify1
libnspr4
libnss3
libogg
libopencdk10
liborbit2
libosip
libpam0g
libpam-modules
libpam-runtime
libpanel-applet2
libpango1.0-common
libpcre3
libpixman
libpng
libpng12
libpolkit2
libpolkit-dbus2

libpolkit-grant2
libpopt0

libreadline5
librecode0
librsvg2
librsvg2-common
libsasl2
libsasl2-modules
libselinux1
libsepol1
libsigc++
libslang2
libsm6
libsmbios1
libsoup
libsqlite3-0
libss2
libssl
libstartup-notification0
libsysfs2
libtasn1
libtext-charwidth-perl
libtext-iconv-perl
libtext-wrapi18n-perl
libthai0
libthai-data
libtiff4
libtool
libungif

liburi-perl
libusb
libuuid1
LibVNCServer
libvolume-id0
libvorbis
libvte-common
libwrap0
libx11
libx11-data
libxau6
libxaw7
libxcb1
libxcb-xlib0
libxcomposite1
libxcursor1
libxdamage1
libxdmcp6
libxext6
libxfce4mcs-client3
libxfce4mcs-manager3
libxfce4util4
libxfcegui4
libxfixes3
libxfont1
libxft2
libXft
libxi6
libxinerama1
libxkbfile1
libxklavier12
libxml2

libxmu6
libxmuu1
libxp6
libxpm4
libxrandr2
libxrender1
libxslt
libxt6
libxtrap6
libxtst6

libxv1

libxxf86dga1

libxxf86misc1

libxxf86vm1

linc

linux

linux-386

linux-image-16-386

linux-image-386

linux-restricted-modules-16-386

linux-restricted-modules-386

linux-sound-base

linux-ubuntu-modules-16-386

locales

login

LPRng

lsb-base

lsb-release

lsof

lzma

lzo

m4

make

makedev

mawk

mdetect

menu

menu-xdg

mii-diag

mii-tool

mime-support

mknbi

mktemp

module-init-tools

mount

mozplugger

nasm

netbase
netcat
netcat-traditional
net-tools
ntp
ntpdate
nvidia-kernel-common

openssh-client
openssl
ORBit2
pango
passwd
patch
pciutils
pcmciautils
pcsc-lite
perl-base
pkg-config
pm-utils
policykit

portmap_4
powermgmt-base
ppp
procps
psmisc

pygtk
python

qt-x11-opensource-src
rdesktop
readline-common

replimenu
rsync
rxvt

samba

sed
shared-mime-info

smtpclient

sudo
sun-java5-jre
svgalib

sysklogd
syslinux
sysv-rc
sysvutils
tar
tasksel
tasksel-data
tcl
tcpd
termcap
thinstation
thunar-data
tiff
tinywm
tk

traceroute
tsclient
ttf-dejavu
ttf-dejavu-core
ttf-dejavu-extra

tzdata
ubuntu-keyring
ubuntu-minimal
ucf
udev
unclutter

update-inetd
upstart

upx-1.24-linux
usbutils
util-linux
util-linux-locales
uuid-runtime
vim61
vim-common
vnc-4_1_1-unixsrc(RealVNC)
vorbis-tools
vpnc
wget
whiptail
WindowMaker
wireless-tools
wpasupplicant
wvdial
wvstreams
x.org
x11-apps
x11-common
x11-session-utils
x11-utils
x11-xfs-utils
x11-xkb-utils
x11-xserver-utils
xauth
xbitmaps
xfce4
xfce4-icon-theme
xfce4-mcs-manager
xfce4-mcs-plugins
xfce4-panel
xfce4-session
xfce4-terminal
xfce4-utils
xfdesktop4-data
xfonts-100dpi
xfonts-75dpi
xfonts-base
xfonts-encodings
xfonts-utils
xfwm4
xinetd

xinit
xkb-data
xpdf
xplc
xrender
xserver-xorg-core
xserver-xorg-input-evdev
xserver-xorg-input-kbd
xserver-xorg-input-mouse
xserver-xorg-input-synaptics
xserver-xorg-input-vmmouse
xserver-xorg-input-wacom
xserver-xorg-video-amd
xserver-xorg-video-apm
xserver-xorg-video-ark
xserver-xorg-video-ati
xserver-xorg-video-chips
xserver-xorg-video-cirrus
xserver-xorg-video-cyrix
xserver-xorg-video-dummy
xserver-xorg-video-fbdev
xserver-xorg-video-geode
xserver-xorg-video-glint
xserver-xorg-video-i128
xserver-xorg-video-i740
xserver-xorg-video-i810
xserver-xorg-video-imstt
xserver-xorg-video-intel
xserver-xorg-video-mga
xserver-xorg-video-neomagic
xserver-xorg-video-newport
xserver-xorg-video-nsc
xserver-xorg-video-nv
xserver-xorg-video-openchrome
xserver-xorg-video-psb
xserver-xorg-video-rendition
xserver-xorg-video-s3
xserver-xorg-video-s3virge
xserver-xorg-video-savage
xserver-xorg-video-siliconmotion
xserver-xorg-video-sis
xserver-xorg-video-sisusb

xserver-xorg-video-tdfx
xserver-xorg-video-tga
xserver-xorg-video-trident
xserver-xorg-video-tseng

xserver-xorg-video-vesa
xserver-xorg-video-vga
xserver-xorg-video-via
xserver-xorg-video-vmware
xserver-xorg-video-voodoo
xtdesktop
xterm
xubuntu-default-settings
xulrunner
xwChoice
zip
zlib
zlib1g

Exhibit B

Corrective Advertising

SUBJECT: Devon IT Announces New Thin Client Solutions with IBM part
numbers [Corrected]

January xx, 2009.

With Full Support for IBM Virtual Client Solutions, Devon IT's Thin
Clients with IBM Part Numbers Provide Cost-Effective Approach To
Managing and Accessing Virtualized Desktops

Devon IT today announced its new line of thin client hardware and
software orderable with IBM part numbers. Devon has worked directly
with IBM to launch this complete line of thin client solutions that
complements IBM's Virtual Client Solutions (VCS) infrastructure.

"We are committed to providing industry-leading and cost-effective thin
client technology for users," explained Joe Makoid, President, Devon IT.
"When a market and technology leader like IBM is progressing thin
client/hosted client architecture it is obvious that the current
approach to desktop computing is shifting. We have always been
proponents of server-centric computing and centralized management as a
way for IT managers to reduce costs dramatically. The IBM part numbers
on Devon Thin Clients provide IBM customers an easy and cost-effective
way to order compete hosted desktop solutions."

Information on how to order these Devon thin clients is available from
Devon IT at www.devonit.com/ibm

Devon's Line of Thin Clients with IBM part numbers provide a complete
set of desktop, mobile and specialized thin client solutions that will
meet any end user requirement.

TC2

The ultra-small and inexpensive TC2 an ideal desktop replacement for
businesses looking to downsize their infrastructure and reduce
management and power costs. The small form factor unit consumes only 8
watts and is completely silent. Despite its size, it is fully-functioned
and allows users to connect to a variety of servers and virtual
desktops. The TC2 is exclusively a Devon IT product, and is orderable
through IBM using an IBM part number.

TC5

The TC5 is a next-generation thin client from Devon IT for users who
need high performance from a small footprint client. The TC5 gives users
the capability to use multiple displays with one stateless unit. This
ultra-advanced desktop appliance supports dual DVI video, internal
wireless (Optional) and comes with either the DeTOS Operating System or
Windows XP Embedded. The TC5 is exclusively a Devon IT product, but will
be orderable through IBM using an IBM part number.

TC10/CP20

The TC10 is the highest performance desktop access device in the world.
It is the first desktop access device that gives the end user a true PC
experience with instant screen updates, full multimedia support, and

Page 20 of 28

full USB compatibility. It connects to IBM's HC10 Workstation Blade using PC-over-IP™, a technology that changes the desktop computing model by enabling desktop consolidation benefits to be realized across the enterprise. Unlike a traditional RDP thin client, the TC10 is for demanding users that require real time PC-like capability such as financial traders and power users such as CAD engineers. The TC10 is equivalent to the IBM CP20.

SafeBook(r)LVO

The SafeBook® LVO, is the next-generation mobile thin client notebook. Built on the Lenovo ThinkPad platform the SafeBook® LVO is available with Windows® XP embedded software and is compatible with Lenovo ThinkPad docking stations and accessories. The SafeBook® LVO is a mobile thin client laptop with no hard drive, so all sensitive data is protected against loss or theft. With its low purchase price, low operating and maintenance costs, and reinforced security functions, the SafeBook® LVO offers the latest thin client technology in a lightweight, mobile notebook. The SafeBook(r)LVO is exclusively a Devon IT product, but is orderable through IBM using an IBM part number.

"We are collaborating with IBM to accelerate hosted client solutions like the VCS," noted Makoid. "Our thin clients with IBM part numbers can help customers immediately access any application without changing the architecture, touching the infrastructure or rewriting code and that is exactly what they are looking for in a secure access hosted client solution."

Pricing and Availability

For more information about Devon's products orderable with IBM part numbers, or to arrange for a proof-of-concept, email info@devonit.com, or call 610-757-4220 or toll-free 888-524-9382. Information is also available at www.devonit.com/ibm. Devon products sold through IBM's Third Party Options, Vendor Logo Hardware, & Vendor Logo Software programs are not IBM products and are licensed, serviced and supported exclusively by Devon in accordance with Devon's terms and conditions.

Exhibit C

Devon Communications

devon IT | alternative desktop computing
www.devonit.com/IBM

Devon IT to Launch IBM Part Number Products

Find out more

RESOURCES
Hosted Desktop Approach
Desktop Consolidation
IBM Products
Sales Resources
News & Events
Contact
Forums
Industries

Access IBM Portal

October 20, 2008

From Joe Makoid, President of Devon IT –

I'm writing to give you the first glance at an exciting new initiative between IBM and Devon IT. Devon's new line of thin clients, the TC2 and the SafeBook®LVO will be available with IBM part numbers enabling IBM sales personnel and partners to sell these products as IBM products.

The Benefits of Thin Clients
with Joe Makoid

Watch a short message from Joe Makoid,
President Devon IT, regarding this program.
Watch the video.

Watch a short introductory video on the TC2 and the SafeBook®LVO

To learn more I encourage you to visit a password-protected website exclusively built for IBM sales personnel, www.devonit.com/ibm (registration required). Here you will find product information, vertical sales overviews, and sales, marketing, and technical resources. **We are here to help you reach customers, and will do whatever it takes to help IBM maximize sales opportunities.**

Page 24 of 28

I also encourage you to contact me at jmakoid@devonit.com or call me at 1-215-479-6152 or contact Hector Guevarez, IBM VCS Offering Manager, hectorg@us.ibm.com or call him at 1-919-543-9546 with any current sales opportunities that you think have hosted client potentials, or with any questions on ordering and IBM compensation on these part-numbered products.

I look forward to continued success with IBM, and please stay tuned for more details regarding this initiative.

Best,

Joe Makoid

President

Devon IT

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www.devonit.com/IBM

IBM Part Number Products Now Available Find out more

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December 9, 2008

From Joe Makoid, President of Devon IT –

I am pleased to announce Devon IT's thin clients are **NOW** available with IBM part numbers, enabling IBM sales personnel and partners to sell these products as IBM products. You may have received the IBM announcement letter from IBM Product Management, it is also available for you to view at http://www.devonit.com/ibm/12-09-2008-IBM-VLH-part-numbers-available.php.

To learn more about those part-number products I encourage you to visit a password-protected website exclusively built for IBM sales personnel, www.devonit.com/ibm (registration required). Here you will find product information, vertical sales overviews, and sales, marketing, and technical resources. **We are here to help you reach customers, and will do whatever it takes to help IBM maximize sales opportunities.**

If you have ongoing sales opportunities and need assistance, please contact me directly on my Deal Zone Hotline at 610-757-4216. We are already engaged in many large desktop opportunities with IBM because of this initiative and can

Page 25 of 28

provide you with any help you need.

Please log in to our secure portal www.devonit.com/ibm for more information.

Best,

Joe Makoid

President

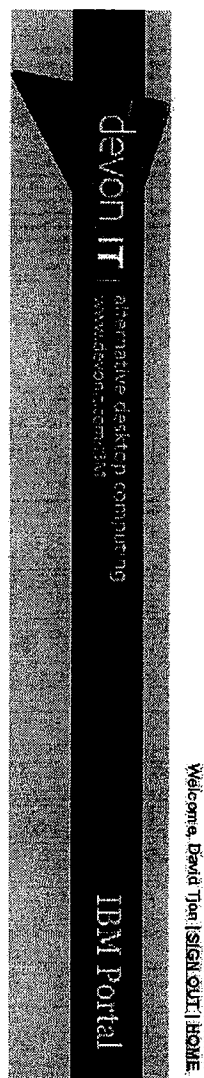Devon IT

jmakoid@devonit.com

ibm.unsubscribe@devonit.com

Click Here to be removed fro

Hosted Client Approach | Thin Client Computing Resources | IBM Portal | Devon IT

Page 1 of 3

Welcome, David Tjon | SIGN OUT | HOME

devon IT — alternative desktop computing — www.devonit.com

IBM Portal

VLH/IBM Products

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Recent News

November 28, 2008
Devon IT Launches Thin Client Virtualization Test Center in China Headquarters

November 13, 2008
Devon IT Presents Desktop

TC2

IBM Part Number: TC2B-49Y0552
TC2C-49Y0553

The TC2 thin client is an ideal desktop replacement for businesses looking to downsize their infrastructure and reduce management and power costs. The small form factor unit consumes only 8 watts and is completely silent. Despite its size, it is fully functioned and allows users to connect to a variety of servers and virtual desktops. The TC2 is exclusively a Devon IT product, but also carries an IBM part number.

Learn More | Datasheet

SafeBook LVO

IBM Part Number: 49Y0551/49Y0554

The SafeBook, available with the Devon Terminal operating system (DeTOS), is a mobile thin client laptop with no hard drive, so all sensitive data is protected against loss or theft.

http://www.devonit.com/ibm/vlh-ibm-products.php

1/5/2009

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Exhibit D

Due Diligence Information

- Excel Spreadsheet filename
  "DeTOS_platform_licenses.dw.20081125.xls" with updates as noted
  in column C of the file "DeTOS_platform_licenses_112508.xls"

- Text file "open_source_licenses 2-11-09.txt"

- Emails from Joe Aloia to Drew Wright dated 12/9/2008 (three emails),
  12/11/2008, and 12/23/2008

- Email from Ian Geiser to Drew Wright dated 12/12/2008

EXHIBIT J

Bob

From: Kathy McGroddy [mailto:kmcgrodd@us.ibm.com]
Sent: Thursday, September 20, 2007 8:38 PM
To: Bob Chrisfield
Cc: Sancia Matthyssen; Sharon Hobbs
Subject: Re: Idataplex Contract

Bob,

Per the discussions held last night in New York, the LOI is being worked on the IBM side and
we are optimistic that your concerns will be resolved.

Just a reminder that per section 16.1 of the IBM/Devon IT Hosted Client Collaboration
Agreement # L075173 and as amended in June 5, 2007 to assign the contracts rights and
obligations to Devon AD., your next payment of $2,000,000 is due and payable by wire transfer
to IBM Corporation, Director of Licensing PNC Bank, 500 First Ave, Pittsburg, PA, Bank
account number 1017306369 on September 22, 2007.

Thanks and regards,

Kathy

Kathleen McGroddy Goetz, Ph.D.
Director, Technology Alliances
IBM Systems and Technology Group
(845)892-5517
tieline 532-5517
email: kmcgrodd@us.ibm.com

"Bob Chrisfield" <rchrisfield@devonit.com>

)/13/2007 03:16 PM

        To

                                        2

EXHIBIT K

Joe Makoid

From:	Joe Makoid
ent:	Wednesday, September 26, 2007 3:44 PM
o:	'dfwest@us.ibm.com'
Subject:	Re: Aspen GA Milestone

Donna do we have oems done on aspen for brick and software?

I have lost track since we are trying to get 3 other ibm agreements done this week

-----Original Message-----
From: Donna Earley <dfwest@us.ibm.com>
To: Bill Horrocks; Tim Jones <tcjones@us.ibm.com>
CC: Wayne Flaggs; Joe Makoid; Doug Balog <dbalog@us.ibm.com>; Tom Bradicich
<bradic@us.ibm.com>; Bernard Meyerson <meyerson@us.ibm.com>; James Gargan
<jgargan@us.ibm.com>
Sent: Wed Sep 26 14:58:08 2007
Subject: Re: Aspen GA Milestone

Bill, with all due respect, Devon has been on notice for a number of days that GA would
happen within this week specifically 09/28 and it was Devon that pushed that IBM's GA be
defined by IBM's development schedule would be the determinant rather than the definitional
term in the contract,you really can't have it both ways. In fact, GA happened already based
on the language of the contract. But nowhere does it say that Devon's obligation had a 30
day window. Devon set the bar, and IBM delivered.

realize that you were not expecting that IBM would make GA this quarter, but we did it, and
's good for both our companies..
The contractual requirement is that it is due and payable immediately upon completion of the
milestone and satsfactory documentation of such.

There exists no provision other than proof and payment upon delivery of proof. It is
therefore incumbent upon Devon to deliver payment upon the Brand's delivery of that proof.
I'm assuming that it is Devon's desire to support the spirit of the contract as well as the
terms

There is no requirement in the agreement to issue an invoice. This is not a sale of goods
that needs to be verified. The specific details were set forth in writing, and Devon
insisted on IBM's development GA.

As we have in good faith delivered on our part of the agreement, we will be expecting our
Devon to do the same, consistent with the partnership that we are earnestly cultivating.

Sent from Donna's Blackberry
919-423-1037 (cell)

   ----- Original Message -----
   From: "Bill Horrocks" [bhorrocks@devonit.com]
   Sent: 09/26/2007 12:02 PM
   To: Tim Jones
   Cc: "Wayne Flaggs" <wflaggs@devonit.com>; "Joe Makoid" <jmakoid@devonit.com>; Doug Balog;
Donna Earley

Subject: RE: Aspen GA Milestone

m,

We're all very excited to finally reach GA, and with an OEM brick as well! Everyone at IBM and Devon has done a fantastic job to deliver Aspen in Q3. I hope we've demonstrated our value as a premier development partner.

We will make every effort to accelerate the payment process. We may have been able to accommodate your request if we were made aware of it sooner. Unfortunately, Devon's current internal process is to trigger funding activities based on fulfillment of the contract (written notification of completion of the milestone and receipt of invoice) and to provide payment within 30 days of invoice as specified in the contract. Please provide the required documentation as soon as possible and we will process the payment promptly.

Bill

om: Tim Jones [mailto:tcjones@us.ibm.com]
Sent: Tuesday, September 25, 2007 7:22 PM
To: Bill Horrocks
Cc: Wayne Flaggs; Joe Makoid; Doug Balog; Donna Earley
Subject: Aspen GA Milestone

Bill, as you know we are on track to complete Ship Support and GA of the Aspen blade this Friday, 9/28. On Friday morning we are planning to provide a letter from our Integrated Supply Chain team certifying completion of the GA milestone. We request that Devon be prepared to transfer the $2M milestone payment upon receipt of the letter on Friday. Please confirm. Thanks.

Tim Jones
Director, BladeCenter
Infrastructure & Solutions
(919) 254-8231 (T/ L 444)
tcjones@us.ibm.com

EXHIBIT L

Joe Makoid

From: Jim Kane
ent: Monday, June 25, 2007 5:16 PM
.o: 'Tom'; jabennett@tmo.blackberry.net; Joe Makoid; Paul Mancini
Cc: Jason Bradicich
Subject: RE: GeeVee.com is hot...

That's great news! Congratulations to you and Jason.

-----Original Message-----
From: Tom [mailto:tmsbphd@gmail.com]
Sent: Monday, June 25, 2007 4:58 PM
To: Jim Kane; jabennett@tmo.blackberry.net; Joe Makoid; Paul Mancini
Cc: Jason Bradicich
Subject: GeeVee.com is hot...

Check out GeeVee.com....we're getting regular video uploads and ouf video post library is
growing rapidly. All the user feedback is positive so far. Some users have never recorded
video game footage before until they heard about GeeVee --- we are setting trends and we're
the "Father of Video Game Footage". We're getting well over 1000 hits a day this weekend.
Tom

1

EXHIBIT M

Joe Makoid

From: Tom Bradicich [bradic@us.ibm.com]
ınt: Tuesday, January 15, 2008 1:48 PM
. o: Joe Makoid
Subject: Fw: Sungard co-location facilities

Importance: High

Joe, could you give me Frank's cellphone number. Jason has a new invention and feature to launch, which requires some more space and internet connection, and the current co-location facility doesn't have any more room. I didn't mention you were an investor, but maybe that will help compel Frank to give Jason a good deal...Thanks, Tom

| t.m.s. bradicich, ph.d. |

----- Forwarded by Tom Bradicich/Raleigh/IBM on 01/15/2008 01:44 PM -----
Tom Bradicich/Raleigh/IBM

01/15/2008 01:44 PM

          To frank.casey@sungard.com
          cc jmakoid@devonit.com
     Subject Sungard co-location facilities

Frank, its been a while since we spoke, I hope you are doing well. My son Jason's business (GeeVee.com) is growing and needs more co-location space to host his website. I'm helping him secure some more space - can you help or direct me? Thanks a lot,
Tom

| t.m.s. bradicich, ph.d. | ibm fellow & vice president, systems technology | ibm rack, blade, and x86 servers |
| ibm corporation | 3039 cornwallis road, rtp, nc 27709 | bradic@us.ibm.com | 919-543-1655 |
| assistant: sheila parker, 919-486-1952, slparker@us.ibm.com |

1

EXHIBIT N

From: James Gargan [mailto:jgargan@us.ibm.com]
Sent: Tuesday, February 19, 2008 7:55 PM
To: Joe Makoid
Cc: Angela Archon; Bob Chrisfield; John Bennett(BB)
Subject: Re: Cplex funding

Joe, can we release an existing thin terminal, I until the TC5 is available, and keep on the June payment cycle?

James A. Gargan

12/16/2009

VP, Business Line Executive, Modular Systems Platform
919-486-1415 (t/l 526)
919-720-1111 (cell)
Joe Makoid <jmakoid@devonit.com>

Joe Makoid **<jmakoid@devonit.com>** 02/19/2008 04:43 PM	ToJames Gargan/Raleigh/IBM@IBMUS, Angela Archon/Armonk/IBM@IBMUS, Bob Chrisfield <bchrisfield@devonit.com>, "John Bennett(BB)" <jabennett@tmo.blackberry.net> cc SubjectCplex funding

```
Guys if we can get the tc 5 out it will work with a virtualized dataplex. Before
the clientplex is ready. We will tie the last funding to that.  Maybe we can make
June. It is still client revenue

Also. Get me. A part number for the thin thinkpad mobile thin cliuent. We need
it !!


Don't you want us to make money so we can fund more programs :). I want a blance
sheet like yours
Joe Makoid
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JS 44   (Rev. 12/07)

CIVIL COVER SHEET

10-CV-2899

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet.   (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

10   2899

I. (a) PLAINTIFFS	**DEFENDANTS**
Devon IT, Inc., Devon Ad Tech, Inc. and Devon IT (Europe), Ltd.	International Business Machines Corporation, a/k/a IBM Corporation, Thomas M.S. Bradicich, Bernard S. Meyerson, James A. Gargan and Rodney C. Adkins

(b) County of Residence of First Listed Plaintiff   Montgomery
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant   Westchester County, NY
(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

(c) Attorney's (Firm Name, Address, and Telephone Number)
Maurice R. Mitts, Esquire, Mitts Milavec, LLC, Two Logan Square, 12th Floor, Philadelphia, PA 19103; Tel. #215-569-1800

Attorneys (If Known)

II. BASIS OF JURISDICTION   (Place an "X" in One Box Only)

☐ 1   U.S. Government Plaintiff

☒ 3   Federal Question
(U.S. Government Not a Party)

☐ 2   U.S. Government Defendant

☐ 4   Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated or Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated and Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT   (Place an "X" in One Box Only)

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
☐ 110 Insurance	**PERSONAL INJURY**	**PERSONAL INJURY**	☐ 610 Agriculture	☐ 422 Appeal 28 USC 158	☐ 400 State Reapportionment
☐ 120 Marine	☐ 310 Airplane	☐ 362 Personal Injury -	☐ 620 Other Food & Drug	☐ 423 Withdrawal	☐ 410 Antitrust
☐ 130 Miller Act	☐ 315 Airplane Product	Med. Malpractice	☐ 625 Drug Related Seizure	28 USC 157	☐ 430 Banks and Banking
☐ 140 Negotiable Instrument	Liability	☐ 365 Personal Injury -	of Property 21 USC 881		☒ 450 Commerce
☐ 150 Recovery of Overpayment	☐ 320 Assault, Libel &	Product Liability	☐ 630 Liquor Laws	**PROPERTY RIGHTS**	☐ 460 Deportation
& Enforcement of Judgment	Slander	☐ 368 Asbestos Personal	☐ 640 R.R. & Truck	☐ 820 Copyrights	☒ 470 Racketeer Influenced and
☐ 151 Medicare Act	☐ 330 Federal Employers'	Injury Product	☐ 650 Airline Regs.	☐ 830 Patent	Corrupt Organizations
☐ 152 Recovery of Defaulted	Liability	Liability	☐ 660 Occupational	☐ 840 Trademark	☐ 480 Consumer Credit
Student Loans	☐ 340 Marine	**PERSONAL PROPERTY**	Safety/Health		☐ 490 Cable/Sat TV
(Excl. Veterans)	☐ 345 Marine Product	☐ 370 Other Fraud	☐ 690 Other		☐ 810 Selective Service
☐ 153 Recovery of Overpayment	Liability	☐ 371 Truth in Lending	**LABOR**	**SOCIAL SECURITY**	☐ 850 Securities/Commodities/
of Veteran's Benefits	☐ 350 Motor Vehicle	☐ 380 Other Personal	☐ 710 Fair Labor Standards	☐ 861 HIA (1395ff)	Exchange
☐ 160 Stockholders' Suits	☐ 355 Motor Vehicle	Property Damage	Act	☐ 862 Black Lung (923)	☐ 875 Customer Challenge
☐ 190 Other Contract	Product Liability	☐ 385 Property Damage	☐ 720 Labor/Mgmt. Relations	☐ 863 DIWC/DIWW (405(g))	12 USC 3410
☐ 195 Contract Product Liability	☐ 360 Other Personal	Product Liability	☐ 730 Labor/Mgmt.Reporting	☐ 864 SSID Title XVI	☐ 890 Other Statutory Actions
☐ 196 Franchise	Injury		& Disclosure Act	☐ 865 RSI (405(g))	☐ 891 Agricultural Acts
REAL PROPERTY	**CIVIL RIGHTS**	**PRISONER PETITIONS**	☐ 740 Railway Labor Act	**FEDERAL TAX SUITS**	☐ 892 Economic Stabilization Act
☐ 210 Land Condemnation	☐ 441 Voting	☐ 510 Motions to Vacate	☐ 790 Other Labor Litigation	☐ 870 Taxes (U.S. Plaintiff	☐ 893 Environmental Matters
☐ 220 Foreclosure	☐ 442 Employment	Sentence	☐ 791 Empl. Ret. Inc.	or Defendant)	☐ 894 Energy Allocation Act
☐ 230 Rent Lease & Ejectment	☐ 443 Housing/	**Habeas Corpus:**	Security Act	☐ 871 IRS—Third Party	☐ 895 Freedom of Information
☐ 240 Torts to Land	Accommodations	☐ 530 General		26 USC 7609	Act
☐ 245 Tort Product Liability	☐ 444 Welfare	☐ 535 Death Penalty	**IMMIGRATION**		☐ 900Appeal of Fee Determination
☐ 290 All Other Real Property	☐ 445 Amer. w/Disabilities -	☐ 540 Mandamus & Other	☐ 462 Naturalization Application		Under Equal Access
	Employment	☐ 550 Civil Rights	☐ 463 Habeas Corpus -		to Justice
	☐ 446 Amer. w/Disabilities -	☐ 555 Prison Condition	Alien Detainee		☐ 950 Constitutionality of
	Other		☐ 465 Other Immigration		State Statutes
	☐ 440 Other Civil Rights		Actions		

V. ORIGIN   (Place an "X" in One Box Only)

☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify)
☐ 6 Multidistrict Litigation
☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
18 U.S.C. § 1961, et seq., 28 U.S.C. § 1332(a)
Brief description of cause:
Civil RICO; Diversity

VII. REQUESTED IN COMPLAINT:
☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND $

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes   ☐ No

VIII. RELATED CASE(S) IF ANY
(See instructions):   JUDGE _____   DOCKET NUMBER _____

JUN 1 6 2010

DATE   6/16/10

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____   AMOUNT _____   APPLYING IFP _____   JUDGE _____   MAG. JUDGE _____

UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the **purpose of assignment to appropriate calendar.**

Address of Plaintiff: **1100 First Ave., King of Prussia, PA 19406**   **10   2899**

Address of Defendant: **1 New Orchard Road, Armonk, NY 10504**

Place of Accident, Incident or Transaction: **King of Prussia, PA**

(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?

(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a))   Yes☐   No☒

Does this case involve multidistrict litigation possibilities?   Yes☐   No☒

RELATED CASE, IF ANY:

Case Number: _____ Judge _____ Date Terminated: _____

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?

      Yes☐   No☒

2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?

      Yes☐   No☒

3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?

      Yes☐   No☒

4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?

      Yes☐   No☒

CIVIL: (Place ✔ in ONE CATEGORY ONLY)

A. *Federal Question Cases:*

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations

7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☐ All other Federal Question Cases
      (Please specify)

B. *Diversity Jurisdiction Cases:*

1. ☐ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify)
7. ☐ Products Liability
8. ☐ Products Liability — Asbestos
9. ☒ All other Diversity Cases
      (Please specify)

ARBITRATION CERTIFICATION

(Check Appropriate Category)

I, **Maurice R. Mitts**, counsel of record do hereby certify:

☑ Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of $150,000.00 exclusive of interest and costs;

☑ Relief other than monetary damages is sought.

DATE: **06/16/10** _____   **50297**
                    Attorney-at-Law   Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: **06/16/10** _____   **50297**   **JUN 16 2010**
                    Attorney-at-Law   Attorney I.D.#

CIV. 609 (6/08)

JHS

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CASE MANAGEMENT TRACK DESIGNATION FORM

DEVON IT, INC., et al.   :   CIVIL ACTION

                    v.   :

                                              :   **10   2899**
IBM CORPORATION, et al.   :   NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

(a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255.   ( )

(b) Social Security – Cases requesting review of a decision of the Secretary of Health
    and Human Services denying plaintiff Social Security Benefits.   ( )

(c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2.   ( )

(d) Asbestos – Cases involving claims for personal injury or property damage from
    exposure to asbestos.   ( )

(e) Special Management – Cases that do not fall into tracks (a) through (d) that are
    commonly referred to as complex and that need special or intense management by
    the court. (See reverse side of this form for a detailed explanation of special
    management cases.)   (x)

(f) Standard Management – Cases that do not fall into any one of the other tracks.   ( )

___06/16/10___   _____   ___Plaintiffs___
Date   **Attorney-at-law**   **Attorney for**
                        Maurice R. Mitts, Esq.
_215-569-1800_   _215-569-1822_   __mmitts@mittslaw.com__

Telephone   **FAX Number**   **E-Mail Address**

(Civ. 660) 10/02

JUN 1 6 2010