

**GENERAL RELEASE, SETTLEMENT AGREEMENT
AND CONFIDENTIALITY AGREEMENT**

This General Release, Settlement Agreement and Confidentiality Agreement (hereinafter “Agreement”) is entered into by and between (1) Chuan Wang (hereinafter “Wang”) of legal age and a resident of Massachusetts; (2) Artech Information Systems, LLC (“Artech”); and (3) International Business Machines, Corporation (“IBM”). Wang, Artech, and IBM shall be collectively referred to as “the Parties.”

WHEREAS, a civil action entitled Wang v. International Business Machines, Corp., et. al., Middlesex Superior Court Civil Action No. 2009-04616 is now pending in the Middlesex Superior Court in the Commonwealth of Massachusetts, a civil action entitled Wang v. International Business Machines, Corp., et. al., 1:13-cv-10043-WGY is now pending in the United States District Court for the District of Massachusetts, a civil action entitled Wang v. Palmisano, 1:13-cv-02186-UA has been filed in the United States District Court in the Southern District of New York, which civil actions will be collectively referred to as “the Actions,” and whereas Wang, Artech, and IBM desire to finally compromise and settle the Actions completely as among themselves, their heirs, successors, administrators and assigns, attorneys and insurers, and to avoid the expense of litigation.

NOW THEREFORE, in consideration of the releases, mutual covenants, and representations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Consideration: This Agreement contains the entire agreement between Wang and Artech and IBM, and its terms are contractual and not merely a recital. It is expressly

understood and agreed that there has been no promise or representation except as expressly provided herein.

The consideration for this Agreement is the payment of the sum **of Seventeen Thousand, Five Hundred Dollars (\$17,500.00)** (the “Settlement Payment”). Within thirty (30) days of execution of the filing by Wang of the Stipulations of Dismissal With Prejudice referenced in paragraph 2 (below), Artech and IBM shall arrange for payment of \$17,500 to Wang.

2. Stipulation of Dismissal with Prejudice: Upon execution of this Agreement by all Parties, Wang agrees that he will file Stipulations of Dismissal with Prejudice in the Actions.

3. General Release of Artech: For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Wang on behalf of himself, his heirs, agents, successors and assigns, hereby releases and forever discharges Artech and all of its parent companies, holding companies, divisions, affiliates, subsidiaries and all other related entities, and their present and former directors, officers (including but not limited to Ranjini Poddar), employees, trustees, agents, predecessors, successors (by merger or otherwise), assigns, attorneys and insurers (collectively, “Artech Releasees”) from any and all claims, demands, causes of actions, obligations, liabilities, and damages of any kind, name, nature, description, known and unknown, which have or which could have been alleged, either at law or in equity, which Wang now has or has ever had, up to the date of signing this Agreement, including, without limitation, (i) any and all claims that were or could have been alleged by Wang in the Actions; (ii) any and all claims arising out of or related to Wang’s actual, contemplated, or prospective employment or contractual relationships with the Artech Releasees; and (iii) any and all claims against the Artech Releasees under any federal, state or local employment laws, regulations, or other requirements, including without limitation, Title VII of the Civil Rights Act of 1964, the

Massachusetts Fair Employment Practices Act (Massachusetts General Laws, Chapter 151B), the Age Discrimination in Employment Act, the Employee Retirement Income Security Act of 1974, the Equal Pay Act of 1963, the Fair Labor Standards Act, the Americans with Disabilities Act, The Family and Medical Leave Act, the Occupational Health and Safety Act of 1970, and the Older Workers' Benefit Protection Act, all as they may have been amended. The recitation of specific claims in this paragraph is without prejudice to the general release contained in this paragraph and is not intended to limit the scope of the general release

4. General Release of IBM. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Wang on behalf of himself, his heirs, agents, successors and assigns, hereby releases and forever discharges IBM and all of its parent companies, holding companies, divisions, affiliates, subsidiaries and all other related entities, and their present and former directors, officers (including but not limited to Martin J. Schroeter, J. Randall MacDonald, Samuel J. Palmisano, Mark Loughridge, Robert C. Weber, and Jesse J. Greene, Jr.), employees, trustees, agents, predecessors, successors (by merger or otherwise), assigns, attorneys and insurers (collectively, "IBM Releasees") from any and all claims, demands, causes of actions, obligations, liabilities, and damages of any kind, name, nature, description, known and unknown, which have or which could have been alleged, either at law or in equity, which Wang now has or has ever had, up to the date of signing this Agreement, including, without limitation, (i) any and all claims that were or could have been alleged by Wang in the Actions; (ii) any and all claims arising out of or related to Wang's actual, contemplated, or prospective employment or contractual relationships with the IBM Releasees; and (iii) any and all claims against the IBM Releasees under any federal, state or local employment laws, regulations, or other requirements, including without limitation, Title

VII of the Civil Rights Act of 1964, the Massachusetts Fair Employment Practices Act (Massachusetts General Laws, Chapter 151B), the Age Discrimination in Employment Act, the Employee Retirement Income Security Act of 1974, the Equal Pay Act of 1963, the Fair Labor Standards Act, the Americans with Disabilities Act, The Family and Medical Leave Act, the Occupational Health and Safety Act of 1970, and the Older Workers' Benefit Protection Act, all as they may have been amended. The recitation of specific claims in this paragraph is without prejudice to the general release contained in this paragraph and is not intended to limit the scope of the general release.

5. No Admission of Liability: The undertakings in this Agreement are entered into solely in settlement of disputed claims, which Artech and IBM deny.

6. Liens: Wang agrees to indemnify and hold the Artech Releasees and the IBM Releasees harmless from any and all liability regarding any tax obligations that he may incur, as well as any medical liens, MassHealth liens, or Medicare liens to which he may be subject, as a result of the payment made to him under this Agreement.

7. Confidentiality Agreement: Wang agrees that the terms of this Agreement and the negotiations leading thereto, shall be kept absolutely confidential. Wang further agrees that the specific terms of this Agreement shall not be revealed, communicated or publicized to third parties in any manner by his attorneys or representatives. Wang further agrees that he nor his will not publish, broadcast or otherwise disseminate facts relating to the settlement in any general media or internet outlet or publication, including but not limited to newspapers, television, radio, social media, or cable outlets. Notwithstanding any provision of this paragraph, the terms of this Agreement may be disclosed by Wang to: (i) his legal counsel; (ii) his financial

advisors for purposes of tax preparation; (iii) as may be necessary to enforce or effect the terms of this Agreement; and (iv) as is otherwise required by law. Wang agrees he will instruct any third party receiving information pursuant to this paragraph that the information is to be treated as confidential.

8. No Re-Employment: Wang agrees that he will not seek employment or re-employment, or seek to serve as a consultant or independent contractor for Artech or IBM, or any of Artech's or IBM's parent companies, holding companies, divisions, affiliates, subsidiaries, or successor entities. Wang acknowledges and agrees that this forbearance is purely contractual.

9. No Other Claims: Wang represents that other than the Actions, there are no pending complaints, charges, or legal proceedings initiated by Wang against the Artech Releasees or IBM Releasees in any court, or with any administrative agency or governmental entity.

10. Covenant Not to Sue: Wang hereby agrees not to commence any further legal action against the Artech Releasees or the IBM Releasees arising out of or related to the claims released in paragraphs 3 and 4 above.

11. Time to Review Agreement and Revoke Acceptance: Wang acknowledges that he may have at least twenty-one (21) days to consider this Agreement, and that he has had the opportunity to consult with counsel about this Agreement if he so wishes. Wang further acknowledges that he may revoke his acceptance of this Agreement in writing within seven (7) days after he signs it by sending a written revocation to Timothy M. Pomarole, Peabody & Arnold LLP, 600 Atlantic Avenue, Boston, Massachusetts, 02210 and that, if he does not so

revoke his acceptance within that time period, this Agreement shall automatically become a binding legal document. If Wang revokes his acceptance of this Agreement within the applicable time frame, Wang acknowledges that he is not entitled to the Settlement Payment.

12. General Provisions:

(a) Voluntary Agreement: By signing this Agreement, Wang acknowledges that he understands its provisions and that his agreement is knowing and voluntary.

(b) Attorneys' Fees: The Parties shall bear their own attorneys' fees and costs.

(c) Severability: The invalidity or unenforceability of any provision hereof shall in no way effect the validity or enforceability of any other provision, or any part thereof.

(d) Enforcement and Applicable Law: This Agreement shall be governed by and construed as a sealed contract in accordance with the laws of the Commonwealth of Massachusetts.

(e) Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, between the parties, and there are no warranties, representations, or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein.

(f) Modification or Waiver: This Agreement may only be amended or modified by a written instrument. The failure of any party at any time to require the performance of any

provision hereof shall in no manner affect the right of such party at a later time to enforce the same.

(g) Access to Counsel: Wang represents and agrees that he has had the opportunity to consult with counsel prior to signing this Agreement, and has been encouraged by Artech and IBM to consult counsel if he so wishes.

(h) Non-assignment: The Parties represent and warrant that they have not assigned or otherwise transferred to any other person or entity any claims, demands, or causes of action that are released in this Agreement.

(i) Execution: This Agreement may be executed in one or more counterparts, each of which shall be regarded as an original, but all of which together shall constitute one and the same instrument. Each party shall execute two originals, forwarding an original to the other two parties.

(j) Date of Execution: The date of execution of this Agreement shall be the date on which the last Party to do so signs the Agreement.

Chuan Wang

Date: 6-4-2013

CERTIFICATE OF WITNESS

I certify that this Release and Settlement Agreement was signed in my presence by Chuan Wang, who acknowledged that he understood it fully.

Peggy A. Sousa
Witness Signature

860 Lexington St., Ma
Address
Waltham

Peggy A. Sousa
Witness (please print)

Date: 6-4-2013

Susan Casola

Artech Information Systems, LLC
By: Susan Casola

Date: 6/3/13

CERTIFICATE OF WITNESS

I certify that this Release and Settlement Agreement was signed in my presence by Susan Casola for Artech Information Systems, LLC, who acknowledged that she understood it fully.

Raja Verma
Witness Signature

240 Cedar Knolls, Cedar Knolls,
Address NY 07927

Raja Verma
Witness (please print)

Date: 06/03/2013

Danelfx
International Business Machines, Corporation
By: Daniel Fox, Corp. Counsel

Date: 6-4-13

CERTIFICATE OF WITNESS

I certify that this Release and Settlement Agreement was signed in my presence by Daniel Fox for International Business Machines, Corporation, who acknowledged that he understood it fully.

[Signature]
Witness Signature

1 North Castle Drive, Ammonk, NY
Address

Clara M. Ramirez
Witness (please print)

Date: 6-4-13