



**STATE OF MICHIGAN
ENTERPRISE PROCUREMENT**

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **4**
to
Contract Number **071B1300107**

CONTRACTOR	SYBASE INC
	One Sybase Drive
	Dublin, CA 94568
	Michael Court right
	978-761-3848
	michael.courtright@sap.com
	*****1005

STATE	Program Manager	Darlene Smith	MULTI
	Contract Administrator	517-335-2431	
		SmithD84@michigan.gov	
		James Topping	DTMB
		(517) 284-7032	
		toppingj@michigan.gov	

CONTRACT SUMMARY				
MULTIAGENCY SYBASE MAINTENANCE AND SUPPORT				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
October 1, 2010	September 30, 2015	5 - 1 Year		
PAYMENT TERMS		DELIVERY TIMEFRAME		
		NA		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input type="checkbox"/> Yes	<input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
NA				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	NA	<input type="checkbox"/>	NA	September 30, 2017
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,258,827.82	\$85,725.00	\$5,344,552.82		
DESCRIPTION				
Effective December 16, 2016, A) The Department of Transportation requests additional funds in the amount of \$70,668.00 for the purposes of annual maintenance fee for Sybase PowerBuilder. B) The Department of Insurance and Financial Services request additional funds for the purposes of annual maintenance expenses for hardware and/or software used to maintain State of Michigan Infrastructure and agency programs in the amount of \$5,182.00. C) The Department of Natural Resources requests additional funds in the amount of \$9875.00 for the purposes of Sybase annual maintenance service.				
All other pricing, terms and conditions remain the same, per contract actor and agency agreement and the approval of DTMB procurement.				



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 3
to
Contract Number 071B1300107

CONTRACTOR	SYBASE INC
	One Sybase Drive
	Dublin, CA 94568
	Michael Courtright
	(978) 761-3848
	michael.courtright@sap.com
	*****1005

STATE	Program Manager	Darlene Smith	DTMB
		517-335-2431	
		SmithD84@michigan.gov	
	Contract Administrator	James Topping	DTMB
		(517) 284-7032	
		ToppingJ@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: Multiagency Sybase Maintenance and Support				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 2016	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 year	<input type="checkbox"/>		September 30, 2017
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
4,663,594.82		\$ 595,233.00	\$5,258,827.82	

DESCRIPTION: Effective September 13, 2016, pending Ad Board approval, the State exercises Option Year 2 and adds \$595,233.00 for ongoing maintenance and support as described in the attached quote. Contract contact and buyer have been updated as well.

All other pricing, terms, and conditions remain the same. Per contractor and agency agreement and the approval of DTMB Procurement



State of Michigan Dept.of Corrections
3222 S. Martin Luther King Blvd.
Lansing MI 48913
United States

Notification Id: 220550249
Your Customer 17290680
No:
End User: State of Michigan Dept.of Corrections
Date: 06/22/2016
Amount (excluding 595,233.00 USD
Taxes):

Subject: SAP® MAINTENANCE & SUPPORT PURCHASE SCHEDULE

Your SAP Maintenance & Support service is due to expire on 09/30/2016.

This service includes delivery of updates, upgrades and access to our technical support services in accordance with your chosen service level.

More information regarding SAP Maintenance and Support can be found at
<http://www.sap.com/services/bysubject/support/index.epx>

Our technical support services are only available to customers who are current and paid on all of their software maintenance and support agreements. It is important that we receive your signed purchase schedule as soon as possible to avoid suspension of your technical support access. Please note that all late renewals will be subject to a reinstatement fee equal to 10% of the agreement value.

This Quote is not an invoice. Fees and other charges described in this Quote do not include Taxes, all of which shall be for Licensee's account as provided in the End-User Agreement (defined below).

With respect to state/local US sales tax, a valid direct pay permit or tax exempt certificate must be provided to SAP before invoicing as provided in the End-User Agreement.



Remit to Address:
Checks must be issued to:
Sybase, Inc.
PO Box 742239
Los Angeles, CA 90074-2239

Supplier

Sybase, Inc.
Michael Courtright
Maintenance Renewal Account Manager

Tel : +1 781 852 3954
Fax :
EMail : Michael.Courtright@sap.com

Client

State of Michigan Dept.of Corrections
Reference: 220550249
Amount (excluding Taxes):595,233.00 USD

Name:

Title:

Date:

Signature:

This Quote is valid until : 04/23/2016

SAP and Licensee agree that SAP Support is offered by SAP as set forth in the applicable SAP Support Schedule found at <http://www.sap.com/company/licenses/index.epx>, provided however that the 'Agreement' shall refer to the Software License Agreement under which the software products listed herein were licensed. Licensee acknowledges that it has had an opportunity to review the Support Services terms.

Licensee agrees and understands that the calculation and payment obligation for sales taxes and/or customs duties, which shall be the responsibility of Licensee, may be affected by the delivery method and the delivery location, for the Software (collectively "Products") as identified herein.

Delivery will be made by making the Software available for download or other electronic transmission to Licensee's delivery location listed above.

Licensee has read, understood and agrees to the terms of this Quote and the signatory represents that he or she is duly authorized to sign this Quote.

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 2
 to
CONTRACT NO. 071B1300107
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Sybase, Inc. One Sybase Drive Dublin, CA 94568	Angela Lowell	Angela.lowell@sap.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	(925) 236-4057	1005

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	Darlene Smith	(517) 335-2431	SmithD84@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Jarrod Barron	(517) 284-7045	Barronj1@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Sybase Multi Agency Maintenance and Support			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2010	September 30, 2015	5, one year	September 30, 2015
PAYMENT TERMS		DELIVERY TIMEFRAME	
N/A		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 year	<input type="checkbox"/>		September 30, 2016
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$4,575,346.31		\$88,248.51	\$4,663,594.82	

DESCRIPTION: Effective September 11, 2015, the State exercises Option Year 1, adds \$88,248.51 and utilizes \$506,984.49 of existing contract funds for ongoing maintenance and support priced at \$595,233.00 as described in the attached quote. All other pricing, terms, and conditions remain the same. Per contractor and agency agreement and the approval of DTMB Procurement.



State of Michigan Dept.of Corrections
3222 S. Martin Luther King Blvd.
Lansing MI 48913
United States

Notification Id: 220487644
Your Customer No: 17290680
End User: State of Michigan Dept.of Corrections
Date: 08/04/2015
Amount (excluding Taxes): 595,233.00 USD

Subject: SAP® MAINTENANCE & SUPPORT PURCHASE SCHEDULE

Your SAP Maintenance & Support service is due to expire on 09/30/2015.

This service includes delivery of updates, upgrades and access to our technical support services in accordance with your chosen service level.

More information regarding SAP Maintenance and Support can be found at
<http://www.sap.com/services/bysubject/support/index.epx>

Our technical support services are only available to customers who are current and paid on all of their software maintenance and support agreements. It is important that we receive your signed purchase schedule as soon as possible to avoid suspension of your technical support access. Please note that all late renewals will be subject to a reinstatement fee equal to 10% of the agreement value.

This Quote is not an invoice. Fees and other charges described in this Quote do not include Taxes, all of which shall be for Licensee's account as provided in the End-User Agreement (defined below).

With respect to state/local US sales tax, a valid direct pay permit or tax exempt certificate must be provided to SAP before invoicing as provided in the End-User Agreement.



Your Maintenance & Support service covers the products described in the table below.

Qty	Previous Order No: 11304422 - Previous Purchase Order: 084N5500304 Software Name
16 ZCP	ASE EE Partitions Option
8 ZDT	ASE EE Partitions Option
8 ZCP	Rep Server Heterogeneous
8 ZDT	Rep Server Heterogeneous
36 ZCP	Sybase Adaptive Server Enterprise
8 ZDT	Sybase Adaptive Server Enterprise
20 ZSS	PowerBuilder Enterprise
4 ZSS	PDes InformationArchitect
Reference: 220487644 New Start Date: 10/01/2015 - New End Date: 09/30/2016	
Total Maintenance:	SAP Sybase Renewal Enterprise Support 595,233.00 USD

Total: 595,233.00 USD - New End Date: 09/30/2016

LICENSE TYPE LEGEND

CP	CPU License	DT	CPU Development & Test
OT	Other	SF	CPU Standby License
SR	Server License	SS	Standalone Seat
ST	Networked Seat	SV	Server Standby License
FL	Floating License		



We are offering to renew your Maintenance & Support service until 09/30/2016 for an amount of 595,233.00 USD (excluding Taxes). This document is not an invoice. The invoice may contain sales tax.

Invoice Address

State of Michigan
DTMB Financial Services
Cass Bldg, 2nd Floor
320 S Walnut
LANSING MI 48913
United States

Delivery Address

Michigan Dept. of Info Technology
5513 Enterprise Drive
Lansing MI 48911
United States

VAT No. / Tax Ref: 2306509900

Contact

Accounts Payable- Financial Services
Tel:
Fax:
EMail: dtmb-accounts-payable@michigan.gov

Contact

Tel:
Fax:
EMail:

If the invoice needs to be sent to a different address than the one stated above please confirm this address.

The payment terms for any invoices issued by SAP shall be 30 days from the date of invoice. SAP will invoice the services covered in this purchase schedule for the amount and payment terms as stated above.

If the Client requires any additional documents, these will be attached to the purchase schedule and should reference the purchase schedule. If there are no additional documents attached or if these documents do not reference the purchase schedule, then this purchase schedule will be considered as the official Purchase Order.

If the Client requires a PO or reference number, it must be stated in the designated box below.

Customer PO or ref. number:

Purchase Order Guidelines

- PO must be issued to: Sybase, Inc., PO Box 742239 Los Angeles, CA 90074-2239
- Payment terms must read 'Net 30 Due' unless specified otherwise by contract
- Purchase Order MUST indicate "Electronic Software Download" as delivery method
- Purchase Order MUST be signed unless electronic
- "Delivery", "Bill to" and "Sold to" addresses must be specified
- Contact name and phone number address must be specified
- Purchase Order must be dated
- Ensure that it reads "Purchase Order" not Purchase Requisition
- PO must include a Quote ID number as a reference



Remit to Address:
Checks must be issued to:
Sybase, Inc.
PO Box 742239
Los Angeles, CA 90074-2239

Supplier

Sybase, Inc.
Angela Lowell
Maintenance Renewal Account Manager

Tel : +1 630 395 3702
Fax :
EMail : Angela.Lowell@sap.com

Client

State of Michigan Dept.of Corrections
Reference: 220487644
Amount (excluding Taxes):595,233.00 USD

Name:
Title:
Date:
Signature:

This Quote is valid until : 10/01/2015

SAP and Licensee agree that SAP Support is offered by SAP as set forth in the applicable SAP Support Schedule found at <http://www.sap.com/company/licenses/index.epx>, provided however that the 'Agreement' shall refer to the Software License Agreement under which the software products listed herein were licensed. Licensee acknowledges that it has had an opportunity to review the Support Services terms.

Licensee agrees and understands that the calculation and payment obligation for sales taxes and/or customs duties, which shall be the responsibility of Licensee, may be affected by the delivery method and the delivery location, for the Software (collectively "Products") as identified herein.

Delivery will be made by making the Software available for download or other electronic transmission to Licensee's delivery location listed above.

Licensee has read, understood and agrees to the terms of this Quote and the signatory represents that he or she is duly authorized to sign this Quote.

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

August 25, 2011

CHANGE NOTICE NO.1
TO
CONTRACT NO. 071B1300107
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Sybase, Inc. One Sybase Drive Dublin, CA 94568 Email: Felix.Soto@sybase.com	TELEPHONE (925) 236-4057 Felix Soto
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1638 Reid Sisson
Contract Compliance Inspector: Barb Suska Sybase Multi Agency Maintenance and Support	
CONTRACT PERIOD: 5 yrs. + 5 one-year options From: October 1, 2010 To: September 30, 2015	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

Effective immediately, this contract is hereby **INCREASED** by \$794,957.16. Please also note that the buyer has been **CHANGED** to Reid Sisson. All other terms, conditions, pricing and specifications remain the same.

AUTHORITY/REASON(S):

Per vendor and agency agreement and the approval of DTMB Purchasing Operations.

INCREASE: \$794,957.16

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$4,575,346.31

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET November 22, 2010
PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

NOTICE
OF
CONTRACT NO. 071B1300107
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Sybase, Inc One Sybase Drive Dublin, CA 94568 Email: Felix.Soto@sybase.com	TELEPHONE (925) 236-4057 Felix Soto
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-3215 Steve Motz
Contract Compliance Inspector: Barb Suska Sybase Multi Agency Maintenance and Support	
CONTRACT PERIOD: 5 yrs. + 5 one-year options From: October 1, 2010 To: September 30, 2015	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION:	

TOTAL ESTIMATED CONTRACT VALUE: \$3,780,389.15

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
 OR
530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B1300107
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Sybase, Inc One Sybase Drive Dublin, CA 94568 Email: Felix.Soto@sybase.com	TELEPHONE (925) 236-4057 Felix Soto CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 241-3215 Steve Motz
Contract Compliance Inspector: Barb Suska <p style="text-align: center;">Sybase Multi Agency Maintenance and Support</p>	
CONTRACT PERIOD: 5 yrs. + 5 one-year options From: October 1, 2010 To: September 30, 2015	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are those of this Contract Agreement. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.	
Estimated Contract Value: \$3,780,389.15	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. RFP-DR-084R0200136 . Orders for delivery will be issued directly by the Department of Technology, Management and Budget through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

FOR THE CONTRACTOR:

Sybase, Inc

 Firm Name

 Authorized Agent Signature

 Authorized Agent (Print or Type)

 Date

FOR THE STATE:

 Signature

Greg Faremouth, Division Director

 Name/Title

IT Division

 Division

 Date



STATE OF MICHIGAN
Department of Technology, Management and Budget
Purchasing Operations

Buyer Information
Dale N. Reif
(517) 373-3993
reifd@michigan.gov

Sybase Software Maintenance and Support
Multi Agency Contract



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Article 1 – Maintenance and Support Agreement

1.000 Project Identification

1.001 Project Request

The Contractor will provide maintenance and support for various Sybase products licensed to the State of Michigan. The resulting contract is for an annual fixed price and the terms are defined the attached SYBASE SOFTWARE SUPPORT AGREEMENT.

1.002 Background

The following is a list of current State of Michigan agencies using Sybase products:

- **Attorney General (AG)** – products are used for database connection to MDOC OMNI application interface for lookups
- **Michigan Department of Corrections (MDOC)** - products are used for their Offender Management Network Information (OMNI) database and development
- **Michigan Department of Natural Resources and Environment (DNRE)** – products are used for software development using Power Builder
- **Michigan Department of Labor and Economic Growth (DELEG) (previously known as Consumer and Industry Services)** –products are used for software development using Power Builder
- **Michigan Department of Technology, Management and Budget (MDTMB)/State Budget Office (SBO)** - products are used for software development using Power Builder
- **Michigan Department of Transportation (MDOT)** – products are used for software development using Power Builder

1.100 Contract Scope

1.101 In Scope

The scope of this Contract includes the maintenance and support of the Sybase products licensed to the State of Michigan. A list of the currently licensed products “Covered Software” and associated pricing is provided in Attachment A - Pricing.

The State reserves the right to purchase additional maintenance and support. These additional purchases may require an amendment to the Contract and approval from the State Administrative Board.

1.102 Out Of Scope – Deleted NA

1.103 Environment - Deleted NA

1.104 Maintenance and Support Coverage

Software Maintenance and support

At a minimum, the Contractor must provide software maintenance and support on the following Software:

- ADAPTIVE SERVER ENT IAL
- ASE ENT EDITION SOL 64
- EASERVER TWO-PHASE COMMIT
- EASERVER ADVANCED SOL SP
- ASE ENCRYPTED COL OPT SOL
- DATAARCHITECT
- POWERBUILDER ENTERPRISE
- EASERVER DEPLOY ADVANCED
- ADAPTIVE SERVER ENTERPRISE
- SYBASE WINDOWS SDK
- UNIX SDK FOR IBM AIX
- INCIDENT PACK SUPPORT



- SQL ANYWHERE ADDITIONAL SERVER
- SQL ANYWHERE NETWORK SEAT
- SQL ANYWHERE 10 USER NETWORK

Technical Support Coverage:

The Contractor must provide telephone technical support 24 hours a day, 7 days per week (24x7) for all Covered Software. The vendor must Help Desk Support for non-technical issues. Each incident should be handled within a timely manner. This should include notifications and instructions for bug fixes, upgrades and new releases and resolving issues. See Attached **Sybase Support Now Standard Plan Description and Update Subscription Plan**.

1.200 Roles and Responsibilities

1.201 Contractor Staff, Roles, And Responsibilities – Deleted NA

1.202 State Staff, Roles, And Responsibilities

The State will provide Project Managers who will be responsible for the State’s infrastructure and coordinate with the Contractor in determining the system configuration. The Project Manager is:

Name	Agency/Division	Title
Ken Barrett	DTMB Agency Services (MDOC & AG)	Database Support Manager

The State will provide a Contract Administrator whose duties shall include, but not be limited to, supporting the management of the Contract.

Name	Agency/Division	Title
Barb Suska	DTMB – Purchasing Operations	Contract Administrator

1.300 Project Plan-Deleted NA

1.400 Project Management-Deleted NA

1.500 Acceptance-Deleted NA

1.600 Compensation and Payment

1.601 Compensation And Payment

Method of Payment

See Section 3.2 of the Sybase Software Support Agreement.

Payment of maintenance service/support of less than one (1) month’s duration shall be prorated at 1/30th of the basic monthly maintenance charges for each calendar day.

The Pricing is attached as **Attachment A**.

Invoicing

Contractor will submit properly itemized invoices to “Bill To” Address on Purchase Order. Incorrect or incomplete invoices will be returned to Contractor for correction and reissue. Invoices must provide and itemize, as applicable:

- Contract number;
- Purchase Order number
- Contractor name, address, phone number, and Federal Tax Identification Number;
- Description of any commodities/hardware, including quantity ordered;
- Date(s) of delivery and/or date(s) of installation and set up;



- Price for each item, or Contractor's list price for each item and applicable discounts;
- Maintenance charges;
- Net invoice price for each item;
- Shipping costs;
- Other applicable charges;
- Total invoice price,



Attachment A – Pricing

Prices in Attachment A are firm for the Year 1 period of coverage identified below.

Provided that the State continuously subscribes to Support during the Term of this Contract, it is agreed that the annual increase in Support Fees (if any) for the Programs licensed by the State during such term, shall not exceed five percent (5%) over the prior year's Support Fees. The cap increase on Support Fees shall apply only to the level of Support selected by the State for the preceding year and shall not apply to any other level of Support, licensing or additional copies of Programs, Program upgrades or licensing of additional Seats, CPUs, Connections, and/or Concurrent Users. If the State fails to renew Support for any year during the Support Term, Support will be reinstated (whether or not during the Support Term) upon payment of Contractor's then-current list price (less any applicable volume discount) and in accordance with the then-current Support policies. In no event shall the cap on Support Fee increases cause the Support Fees to exceed the then-current list price for such Support Fees.

The Total Estimated Contract Value is \$3,780,389.15, which was based on a five year projection. Attachment A must be updated annually through the issuance of a mutually agreed upon Change Notice to the Contract.

Contractor has completed the Project Cost summary and all associated tables and identified all information related, directly or indirectly, to the Contractor's proposed charges for Maintenance and Support.

Cost Summary (1 year)

No.	Maintenance and Support Costs	Total Cost (Year 1)	Period of Coverage (Year 1)
A.	Attorney General software maintenance and support	Included in MDOC maintenance and support B. below	Included in MDOC maintenance and support B. below I
B.	Michigan Department of Corrections maintenance and support (CBSS# 26467-1)	\$426,185.00	(10/1/10 – 9/30/11)
C.	Michigan Department of Natural Resources and Environment Quality software maintenance and support (CBSS# 59085-3)	\$6,398.00	(10/1/10 – 9/30/11)
D.	Michigan Department of Natural Resources and Environment Quality software maintenance and support (CBSS# 59085-4)	\$2,142.00	(10/1/10 – 9/30/11)
E.	Michigan Department of Energy, Labor and Economic Growth (DeLEG) (formerly known as Consumer and Industry Services) software maintenance and support (CBSS# 26467-11)	\$4,476.00	(10/1/10 – 9/30/11)
F.	Michigan Department of Technology, Management and Budget – SBO software maintenance and (CBSS# 26023-1)	\$6,540.00	(10/1/10 – 9/30/11)
G.	Michigan Department of Technology, Management and Budget – SBO software maintenance and support (CBSS# 26467-25)	\$3,870.00	(5/1/10 – 4/30/11)
H.	Michigan Department of Technology, Management and Budget – SBO software maintenance and support (CBSS# G4521-1)	Agency did not renew for this time period.	(1/08/10 – 1/07/11)
I.	Michigan Department of Transportation software maintenance and support (CBSS# 56742-2)	\$60,920.00	(10/1/10 – 9/30/11)



	TOTAL MAINTENANCE AND SUPPORT COSTS FOR ALL AGENCIES (Year 1)	\$509,901.00	
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A.	Attorney General software maintenance and support Customer Number 26467-24-1
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These licenses are included in the Michigan Department of Corrections (see B below).



Sybase, Inc.
 Quotation for Software Support Renewal
 Quote Date 07/09/10 - Valid through 09/30/10

Quote#: 3029768-1
 Customer: STATE OF MICHIGAN DEPT OF CORRECT.

Customer Class: COM
 Customer Number: 26467-1-1-1
 Bill CBSS: 26467-1-1-1

SupportNow Program: Standard Support

Sales Order#	LC	Catalog No.	Description	Platform	C C U Q P P S Y U R Y	T Period	Period	Days	Total ** Prorated Support
569208	IC	94160	ADAPTIVE SERVER ENT IAL	Sun Solari	P NA NA	1	10/01/10 09/30/11	365	4,348.00
996492	SR	13839	ASE ENT EDITION SOL 64	Sun Solari	P NA NA	1	10/01/10 09/30/11	365	695.00
996492	CU	13839	ASE ENT EDITION SOL 64	Sun Solari	S NA NA	16	10/01/10 09/30/11	365	3,985.00
1018254	CP	20303	EASERVER TWO-PHASE COMMI	Sun Solari	PX NA NA	2	10/01/10 09/30/11	365	1,044.00
1018254	IC	60873	EASERVER ADVANCED SOL SP	Sun Solari	P\$ NA NA	2	10/01/10 09/30/11	365	3,913.00
1476588	CP	14161	ASE ENCRYPTED COL OPT SO	Sun Solari	P NA NA	16	10/01/10 09/30/11	365	26,046.00
1476588	DT	14161	ASE ENCRYPTED COL OPT SO	Sun Solari	P NA NA	8	10/01/10 09/30/11	365	3,916.00
1478613	SR	13839	ASE ENT EDITION SOL 64	Sun Solari	P NA NA	4	10/01/10 09/30/11	365	2,779.00
1478613	CU	13839	ASE ENT EDITION SOL 64	Sun Solari	S NA NA	300	10/01/10 09/30/11	365	74,706.00
1478613	CU	13839	ASE ENT EDITION SOL 64	Sun Solari	S NA NA	21	10/01/10 09/30/11	365	5,387.00
1478613	CU	13839	ASE ENT EDITION SOL 64	Sun Solari	S NA NA	1100	10/01/10 09/30/11	365	273,922.00
8223337	SS	20315	DATAARCHITECT	Windows x8	P NA NA	4	10/01/10 09/30/11	365	4,129.00
8284521	SS	61276	POWERBUILDER ENTERPRISE	Windows x8	P NA NA	20	10/01/10 09/30/11	365	21,315.00
Support Fees:									426,185.00
Gross Support Fees:									426,185.00
180930		98479	STANDARD SUPPORT CONTACTS (4)				10/01/10 09/30/11	365	0.00
180930		99995	SOLVED CASES INCLUDED CONTACTS (4)				10/01/10 09/30/11	365	0.00
Sub Total:									426,185.00
Support Option :									Support options may be subject to applicable sales tax
Grand Total:									426,185.00

Notes: ** Includes any applicable Support Discount.
 All Figures are in United States Dollars

** BUDGETARY QUOTE . FINAL QUOTE AFTER LICENSE VALIDATION BY SYBASE ACCOUNT TEAM.

Prepared by: Felix Soto / Phone: 925-236-4057 / Fax: 925-236-4772 / felixs@sybase.com



Sybase, Inc.
Quotation for Software Support Renewal
Quote Date 07/09/10 - Valid through 09/30/10

Quote#: 3029768-1
Customer: STATE OF MICHIGAN DEPT OF CORRECT.

Customer Class: COM
Customer Number: 26467-1-1-1
Bill CBSS: 26467-1-1-1

SupportNow Program: Standard Support

Prior Years' Support Purchase Order #(s):

Order No.	Purchase Order #
180930	95-DC2057
569208	472N8013916
996492	UPGRADE
1018254	472P1013416
1476588	PLATFORM EXCHANGE
1478613	PAL 06/18/09
1490781	084P0200020
8223337	PTRACK-LTR-DOUGLAS L
8284521	

Active Technical Support Contacts:

Order No.	Catalog No.	Type	Contact Name	Contact ID#	Phone
180930	99995	I	TED, TBD	510202	517-334-9817
180930	99995	I	TED, TBD	510203	517-334-9817
180930	99995	I	TED, TBD	510204	517-334-9817
180930	99995	I	TED, TBD	510205	517-334-9817
180930	98479	P	Barrett, Ken	230114	517-335-5696
180930	98479	P	Sharma, Raman	611813	517-335-5696
180930	98479	P	Suresh, Jyothi	282301	517-335-2909
180930	98479	P	Vardhamana, Shireesha	437776	517-373-1227



Sybase, Inc.
 Quotation for Software Support Renewal
 Quote Date 05/21/10 - Valid through 09/30/10

Quote#: 3029601-0
 Customer: MICHIGAN DEPARTMENT OF NATURAL RESO

Customer Class: COM
 Customer Number: 59085-3-1-1
 Bill CBS#: 59085-3-1-1

SupportNow Program: Standard Support

Sales Order#	LC	Catalog No.	Description	Platform	C	C	U	Q	T	Period Beginning	Period Ending	Days	Total ** Prorated Support
777495	SS	61276	POWERBUILDER ENTERPRISE	Windows x8	P	NA	NA	3	10/01/10	09/30/11	365	4,476.00	
961003	CP	60872	BASERVER DEPLOY ADVANCED	Windows x8	P	NA	NA	1	10/01/10	09/30/11	365	1,826.00	
3529951	SS	61288	INFOMAKER	Windows x8	P	NA	NA	1	09/17/10	09/30/11	379	96.00	
												Support Fees:	6,398.00
												Gross Support Fees:	6,398.00
777495		98479	STANDARD SUPPORT CONTACTS (4)						10/01/10	09/30/11	365	0.00	
777495		99995	SOLVED CASES INCLUDED CONTACTS (4)						10/01/10	09/30/11	365	0.00	
												Sub Total:	6,398.00

Support Option :

Support options may be subject to applicable sales tax

Grand Total: 6,398.00

Notes: ** Includes any applicable Support Discount.
 All Figures are in United States Dollars

Prepared by: Felix Soto / Phone: 925-236-4057 / Fax: 925-236-4772 / felixs@sybase.com

Prior Years' Support Purchase Order #(s):

Order No.	Purchase Order #
777495	751P9002806
961003	751P0003732
1490112	084N0200147
3529951	T01880300101

Active Technical Support Contacts:

Order No.	Catalog No.	Type	Contact Name	Contact ID#	Phone
777495	99995	I	TBD, TBD	560724	
777495	99995	I	TBD, TBD	560725	
777495	99995	I	TBD, TBD	560726	



Sybase, Inc.

Quotation for Software Support Renewal

Quote Date 05/21/10 - Valid through 09/30/10

Quote#: 3029601-0

Customer: MICHIGAN DEPARTMENT OF NATURAL RESO

Customer Class: COM

Customer Number: 59085-3-1-1

Bill CBSS: 59085-3-1-1

SupportNow Program: Standard Support

777495	99995	I	TBD, TBD	560727	
777495	98479	P	TBD, TBD	559556	
777495	98479	P	TBD, TBD	559557	
777495	98479	P	Kamath, Subhash	442224	517-335-2741
777495	98479	P	Razdan, Rajender	442223	517-335-1150



Sybase, Inc.
 Quotation for Software Support Renewal
 Quote Date 05/21/10 - Valid through 09/30/10

Quote#: 3029603-0
 Customer: MDIT DEPT OF NATURAL RESOURCES

Customer Class: PWR
 Customer Number: 59085-4-1-1
 Bill CBSS: 59085-4-1-1

SupportNow Program: None

Sales	Catalog									Total **		
Order#	LC	No.	Description	Platform	Y	U	R	Y	Beginning	Ending	Days	Support
976882	OT	P60009	USP PB ENTERPRISE WIN	PC	05	NA		3	10/01/10	09/30/11	365	2,142.00

											Support Fees:	2,142.00

											Gross Support Fees:	2,142.00

											Sub Total:	2,142.00
											=====	
Support Option :												
Support options may be subject to applicable sales tax												

											Grand Total:	2,142.00

Notes: ** Includes any applicable Support Discount.
 All Figures are in United States Dollars

Prepared by: Felix Soto / Phone: 925-236-4057 / Fax: 925-236-4772 / felixs@sybase.com

Prior Years' Support Purchase Order #(s):

Order No.	Purchase Order #
976882	SRC# 88523
1490106	084N0200145

Active Technical Support Contacts:

Order No.	Catalog No.	Type	Contact Name	Contact ID#	Phone
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Sybase, Inc.
 Quotation for Software Support Renewal
 Quote Date 05/24/10 - Valid through 09/30/10

Quote#: 3029661-0
 Customer: ST OF MICHIGAN DEPT OF CONSUMER/IND

Customer Class: COM
 Customer Number: 26467-11-1-1
 Bill CBSS: 26467-11-1-1

SupportNow Program: Standard Support

Sales Order#	LC	Catalog No.	Description	Platform	C P	C U	U R	Q T	Period Beginning	Period Ending	Days	Total ** Prorated Support
790205	SS	61276	POWERBUILDER ENTERPRISE	Windows x8	P	NA	NA	2	10/01/10	09/30/11	365	2,984.00
1091976	SS	61276	POWERBUILDER ENTERPRISE	Windows x8	P	NA	NA	1	10/01/10	09/30/11	365	1,492.00
Support Fees:												4,476.00
Gross Support Fees:												4,476.00
1091976		98479	STANDARD SUPPORT CONTACTS (4)						10/01/10	09/30/11	365	0.00
1091976		99995	SOLVED CASES INCLUDED CONTACTS (4)						10/01/10	09/30/11	365	0.00
Sub Total:												4,476.00
Support Option :												
Support options may be subject to applicable sales tax												
Grand Total:												4,476.00

Notes: ** Includes any applicable Support Discount.
 All Figures are in United States Dollars

Prepared by: Felix Soto / Phone: 925-236-4057 / Fax: 925-236-4772 / felixs@sybase.com

Prior Years' Support Purchase Order #(s):

Order No.	Purchase Order #
790205	SRC# 10860
1091976	631P2001644
1490754	084N0200262

Active Technical Support Contacts:

Order No.	Catalog No.	Type	Contact Name	Contact ID#	Phone
1091976	99995	I	TBD, TBD	495560	517-335-4070
1091976	99995	I	TBD, TBD	495561	517-335-4070
1091976	99995	I	TBD, TBD	495562	517-335-4070
1091976	99995	I	TBD, TBD	495563	517-335-4070
1091976	98479	P	TBD, TBD	469815	517-335-4070



Sybase, Inc.

Quotation for Software Support Renewal

Quote Date 05/24/10 - Valid through 09/30/10

Quote#: 3029661-0

Customer: ST OF MICHIGAN DEPT OF CONSUMER/IND

Customer Class: COM

Customer Number: 26467-11-1-1

Bill CBSS: 26467-11-1-1

SupportNow Program: Standard Support

1091976	98479	P	TBD, TBD	469816	517-335-4070
1091976	98479	P	tbd, tbd	349043	517-373-4872
1091976	98479	P	Gaabo, Martti	349042	517-335-1735



Sybase, Inc.
 Quotation for Software Support Renewal
 Quote Date 05/26/10 - Valid through 09/30/10

Quote#: 3029769-0
 Customer: STATE OF MICH-DMB/MAIN

Customer Class: CCM
 Customer Number: 26023-1-1-1
 Bill CBSS: 26023-1-1-1

Sales		Catalog		SupportNow Program: Standard Support		C C U Q		T Period		Period		Total **
Order#	LC	No.	Description	Platform	Y	U	R	Y	Beginning	Ending	Days	Prorated Support
111115	NA	12600	ADAPTIVE SERVER ENTERPRI	IBM-AIX	E0	B	8	1	10/01/10	09/30/11	365	2,492.00
111115	SS	13465	SYBASE WINDOWS SDK	Windows x8	P	NA	NA	1	10/01/10	09/30/11	365	389.00
111115	SS	13465	SYBASE WINDOWS SDK	Windows x8	P	NA	NA	1	10/01/10	09/30/11	365	389.00
111115	SS	13465	SYBASE WINDOWS SDK	Windows x8	P	NA	NA	1	10/01/10	09/30/11	365	389.00
130376	NA	12600	ADAPTIVE SERVER ENTERPRI	IBM-AIX	E0	B	8	1	10/01/10	09/30/11	365	2,492.00
130376	SS	18423	UNIX SDK FOR IBM AIX_	IBM-AIX	P	NA	NA	1	10/01/10	09/30/11	365	389.00
											Support Fees:	6,540.00
											Gross Support Fees:	6,540.00
111115		98479	STANDARD SUPPORT CONTACTS (4)						10/01/10	09/30/11	365	0.00
111115		99995	SOLVED CASES INCLUDED CONTACTS (4)						10/01/10	09/30/11	365	0.00
											Sub Total:	6,540.00
											Support Option :	
											Support options may be subject to applicable sales tax	
											Grand Total:	6,540.00

Notes: ** Includes any applicable Support Discount.
 All Figures are in United States Dollars

Prepared by: Felix Soto / Phone: 925-236-4057 / Fax: 925-236-4772 / felixs@sybase.com

Prior Years' Support Purchase Order #(s):

Order No.	Purchase Order #
111115	PAL
130376	PAL SIGNED 3-29-94
1490437	084N0200313



Sybase, Inc.
Quotation for Software Support Renewal
Quote Date 05/26/10 - Valid through 09/30/10

Quote#: 3029769-0
Customer: STATE OF MICH-DMB/MAIN

Customer Class: COM
Customer Number: 26023-1-1-1
Bill CBSS: 26023-1-1-1

SupportNow Program: Standard Support

Active Technical Support Contacts:

Order No.	Catalog No.	Type	Contact Name	Contact ID#	Phone
111115	99995	I	TBD, TBD	509159	517-335-5580
111115	99995	I	TBD, TBD	509160	517-335-5580
111115	99995	I	TBD, TBD	509161	517-335-5580
111115	99995	I	TBD, TBD	509162	517-335-5580
111115	98479	P	tbd, tbd	261776	517-373-1335
111115	98479	P	Ezzo, Steve	243124	517-335-1068
111115	98479	P	Chowdary, Sunil	297460	517-241-5691
111115	98479	P	Spiekerman, Gary	243123	517-335-5580



G. Michigan Department of Technology, Management and Budget – SBO software maintenance and support (CBSS# 26467-25)

SUPPORT RENEWAL ACKNOWLEDGMENT

To: Sybase, Inc. Attn: Felix Soto Phone: 925-236-4057
One Sybase Drive Dublin, CA 94568 Fax: 925-236-4772 email: felixs@sybase.com

Regarding renewing our Sybase support in the amount of \$3,870.00 (US Dollars) plus any applicable sales or use taxes:

The "Tax Amount" below (if any) should not be charged due to our exempt/resale certificate. I am attaching our certificate or have previously provided certificate number for the State of Taxes, if applicable, are based on the following ship-to address. If this address is incorrect please indicate the correct address in the space provided below. Tax Amount \$0.00 (US Dollars)

New Ship To Address:

MICHIGAN DEPT OF INFO TECHNOLOGY

5513 Enterprise Drive

Lansing, MI 48911

Depot Services

Attn: Ph:

Check enclosed. (Please call if you wish to pay via credit card.)
Purchase Order (payment due net 30 days) enclosed. Please invoice us.
We accept the attached quotation AND Purchase Order # (payment due net 30 days) will be issued within 30 days. PO number MUST be included with this option.
Purchase Orders are not required for the timely payment of this order. Please invoice us one month before expiration of our support plan in the amount specified above with payment due net 30 days.

IMPORTANT! REQUIRED FOR ALL OPTIONS - BILLING ADDRESS AND CONTACT:

Accounts Payable Contact:
Phone: Fax:

Please discontinue support for ALL PRODUCTS at our site. (Note: If you choose to cancel your support, this will not invalidate the terms of your Software License Agreement. If you choose to let your support lapse and later decide to reinstate, you may do so by paying all Support Fees that are in arrears, as well as costs incurred by Sybase to upgrade your installation to the current version of the program.)
Please Note: Support Fees are due and payable in advance and may not be cancelled nor refunded after the support period has commenced. Some Program Updates are subject to additional or supplemental terms and conditions ("Product Specific License Terms") that are posted on www.sybase.com/pslt. All Support services are provided subject to the terms of your Software License Agreement and applicable Support Plan.

Authorized Signature

Authorized Name (Please print)

Title

Date

Current Sold To Information
MICHIGAN DEPT. OF INFO
5513 Enterprise Drive
Lansing, MI 48911
Attn: Depot Services

Customer#: 26467-25-1-1
Quote#: 3027447-0

Quote Date 01/11/10 - Valid through 04/30/10



Sybase, Inc.
 Quotation for Software Support Renewal
 Quote Date 01/11/10 - Valid through 04/30/10

Quote#: 3027447-0
 Customer: MICHIGAN DEPT. OF INFO

Customer Class: PWR
 Customer Number: 26467-25-1-1
 Bill CBSS: 26467-25-1-1

SupportNow Program: None

Sales	Catalog				C C U	Q	T	Period	Period		Total **
Order#	LC	No.	Description	Platform	P P S		Y	Beginning	Ending	Days	Prorated
-----	---	-----	-----	-----	Y U R		Y	-----	-----	-----	Support
1431021	OT	P60009	USP PB ENTERPRISE WIN	PC	05 NA		6	05/01/10	04/30/11	365	3,870.00

											Support Fees: 3,870.00

											Gross Support Fees: 3,870.00

											Sub Total: 3,870.00
											=====
											Support Option :
											Support options may be subject to applicable sales tax
											=====
											Grand Total: 3,870.00

Notes: ** Includes any applicable Support Discount.
 All Figures are in United States Dollars

Prepared by: Felix Soto / Phone: 925-236-4057 / Fax: 925-236-4772 / felixs@sybase.com

Prior Years' Support Purchase Order #(s):

Order No.	Purchase Order #
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1431021	RM PROFILE

Active Technical Support Contacts:

Order No.	Catalog No.	Type	Contact Name	Contact ID#	Phone
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H.	Michigan Department of Technology, Management and Budget – SBO software maintenance and support (CBSS# G4521-1)
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Agency did not renew for this time period.	(1/08/10 – 1/07/11)
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Sybase, Inc.

Quotation for Software Support Renewal
 Quote Date 05/25/10 - Valid through 09/30/10

Quote#: 3029662-0
 Customer: MICHIGAN DEPT. OF TRANSPORTATION

Customer Class: COM
 Customer Number: 56742-2-1-10
 Bill CBSS: 56742-2-1-10

SupportNow Program: Standard Support

Sales Order#	LC	Catalog No.	Description	Platform	C	C	U	Q	T	Period	Period	Days	Total ** Prorated Support
					P	P	S	Y	Y	Beginning	Ending		
939293	CP	20300	EASERVER TWO-PHASE COMMI	Windows x8	PX	NA	NA	4	10/01/10	09/30/11	365	2,617.00	
939293	CP	60872	EASERVER DEPLOY ADVANCED	Windows x8	P	NA	NA	4	10/01/10	09/30/11	365	6,542.00	
963943	SS	61276	POWERBUILDER ENTERPRISE	Windows x8	P	NA	NA	31	10/01/10	09/30/11	365	41,417.00	
964682	SS	61288	INFO MAKER	Windows x8	P	NA	NA	23	10/01/10	09/30/11	365	2,006.00	
1185687	CU	17377	SQL ANY CONCUR TO NETWOR	Windows	E0	NA	NA	8	10/01/10	09/30/11	365	206.00	
1227922	SR	19857	SQL ANYWHERE 10 USER NET	Novell	P	NA	NA	35	10/01/10	09/30/11	365	8,132.00	

Support Fees: 60,920.00

Gross Support Fees: 60,920.00

895363	98479	STANDARD SUPPORT CONTACTS (4)						10/01/10	09/30/11	365	0.00
895363	99995	SOLVED CASES INCLUDED CONTACTS (4)						10/01/10	09/30/11	365	0.00

Sub Total: 60,920.00

Support Option :

Support options may be subject to applicable sales tax

Grand Total: 60,920.00

Notes: ** Includes any applicable Support Discount.
 All Figures are in United States Dollars

Prepared by: Felix Soto / Phone: 925-236-4057 / Fax: 925-236-4772 / felixs@sybase.com

Prior Years' Support Purchase Order #(s):

Order No.	Purchase Order #
895363	591N0004122
939293	591N0007990
963943	591N0009226
964682	591N0009889
1185687	084N4001729
1227922	084N5200657
1492783	084P0200044



Sybase, Inc.
Quotation for Software Support Renewal
Quote Date 05/25/10 - Valid through 09/30/10

Quote#: 3029662-0
Customer: MICHIGAN DEPT. OF TRANSPORTATION

Customer Class: COM
Customer Number: 56742-2-1-10
Bill CBSE: 56742-2-1-10

SupportNow Program: Standard Support

Active Technical Support Contacts:

Order No.	Catalog No.	Type	Contact Name	Contact ID#	Phone
895363	99995	I	TBD, TBD	511630	517-335-4062
895363	99995	I	TBD, TBD	511631	517-335-4062
895363	99995	I	TBD, TBD	511632	517-335-4062
895363	99995	I	TBD, TBD	511633	517-335-4062
895363	98479	P	Foster, Marty	353370	517-322-6552
895363	98479	P	Jones, Dennis	271505	517-335-4749
895363	98479	P	Rutenberg, Daniel	353922	517-322-6074
895363	98479	P	Srivastava, Sulabh	390000	517-575-0561



Attachment - Update Subscription Plan

Open Tools from Sybase Inc.

Update Subscription Program for Sybase Tools***Program Description***

When licensing development tools from Sybase, don't forget to sign-up for product updates through the Update Subscription Program (USP). USP entitles you to all the latest major and minor release updates to your licensed development product. Investing in the USP means that you will never be out of date – update releases will be shipped to you automatically. And the Update Subscription Program is economical too. Participation in the USP provides a low-cost path for major release updates to your licensed products, and ensures that you also get automatic shipment of minor releases.

Never be out of date again – purchase the USP along with your development tool and you will be eligible to receive all your updates for the coming year.

Saving Money with the Update Subscription Program

By investing in updates to your enterprise development and design tools in advance, you will be able to budget for your development tools costs at the beginning of each year. In addition to predictability, the Update Subscription Program ensures a low-cost path to future product releases.

Update Subscription Program Contents

- ❑ Automatic shipment of major product releases which include significant new features and functionality (e.g. 6.0)
- ❑ No-cost, on-demand shipment of maintenance releases which include fixes and minor enhancements to existing functionality (e.g. 6.0.2*).

Eligible Products

The following enterprise development and design tools are eligible for the Update Subscription Program.

- PowerBuilder Enterprise
- Power++ Enterprise
- Enterprise Application Studio
- PowerDesigner

USP Terms

Customers may purchase annual Update Subscriptions for their licensed enterprise development and design products in accordance with the following terms.

- ❑ Update Subscription agreements must be purchased within thirty (30) days after the licensing of the covered enterprise development and design products to receive the most attractive pricing.
- ❑ The quantity of Update Subscriptions may not exceed the number of licensed enterprise development products.
- ❑ The term for the Update Subscription shall be twelve (12) months from date of licensing of the covered enterprise development products.
- ❑ The subscription will not automatically renew. Notification and renewal terms will be provided to customers ninety (90) days prior to expiration.
- ❑ Update Subscriptions must be renewed 30-days prior to their expiration. No lapses of time are allowed between expiration of current Update Subscriptions and the start of the renewal term.



- ❑ Update Subscriptions will renew at the then current rates, plus any applicable taxes.
- ❑ Payment terms for renewals are net thirty (30) days from the invoice date.
- ❑ The customer shall notify Sybase in writing of any changes to their shipping address.

If A Customer Chooses Not To Participate

- ❑ No automatic shipment of software releases will occur. Customers will be required to obtain major and minor update releases by purchasing them at the then current Update prices.
- ❑ Customers wishing to purchase an Update Subscription beyond thirty (30) days after the purchase of the covered enterprise development products will first have to purchase the next product Update.

* release numbers are fictional. For illustration purposes only.



SYBASE SOFTWARE SUPPORT AGREEMENT

THIS SOFTWARE SUPPORT AGREEMENT (the "Agreement") is made between **SYBASE, INC.** ("Sybase"), with offices at One Sybase Drive, Dublin, CA 94568, and ("Customer"), with offices at 530 W. Allegan, Lansing MI, 48909.

1. SYBASE SERVICES.

1.1 Services Provided. During the term of this Agreement, Sybase or its designees will furnish Customer the support services set forth in relevant Sybase Support Plan Description incorporated herein by reference. Customer must purchase the same level of support services for all copies of such software programs in use on a machine, network, or within a Customer Bill-To Sold-To Number (CBS#).

1.2 Supported Programs. Sybase will provide support solely for the "Supported Programs" listed on the Sybase quotation and as confirmed by Customer's purchase order or written acknowledgement and a Sybase invoice. "Supported Programs" shall mean the then current version and immediately preceding version of the listed software programs running the specified operating system software.

2. SERVICE LIMITATIONS.

2.1 Exclusions. The following services are outside the scope of this Agreement:

a. Service for any third party software, hardware or equipment. (Other than Supported Programs.)

b. Service which becomes necessary due to: (i) failure of computer hardware or equipment or programs not covered by this Agreement; or (ii) natural disaster, negligence of Customer, operator error, improper use of hardware or software, hardware or software maintained in an improper environment or attempted or actual maintenance by unauthorized persons.

c. Versions of different cooperating Supported Programs NOT specified in the documentation to execute correctly together on a CPU or network.

d. Service for any Supported Program version or Supported Program that has reached its end-of-support period.

2.2 Fees for Services Not Covered. In the event that Sybase provides service that Sybase later determines is caused by a factor enumerated in Paragraph 2.1 ("Exclusions"), Customer agrees to pay Sybase's then-current time and materials charges.

3. FEES.

3.1 Fee Level. Sybase shall provide the support services for the annual fee (the "Support Fee") set forth in the Sybase quotation and as confirmed by Customer's

purchase order or written acknowledgement and a Sybase invoice.

3.2 Payment. Sybase will invoice Customer annually upon receipt of a purchase order for the Support Fees. Customer will pay all invoices issued under this Agreement within 45 days from the date the invoice is received by the State. All Support Fees are non-refundable except as provided for under this Agreement.

3.3 Renewal and Reinstatement. If Customer does not provide a valid purchase order or written acknowledgement for the renewal prior to expiration, Customer's support will be suspended on the expiration date. Once support has been suspended, Customer may reinstate only by paying Sybase's then-current reinstatement fee.

3.4 Taxes. All charges hereunder do not include taxes of any kind and Customer agrees to pay any sales, gross receipts, value added, excise or similar taxes not based on Sybase's net income. Customer's obligation to pay such taxes or to reimburse Sybase for such taxes that are incurred during the duration of this Agreement shall survive the termination of this Agreement.

4. TERM AND TERMINATION.

4.1 Term. This Agreement shall commence upon the date the initial copies of the Supported Programs are shipped or the day following the expiration of the current support period, and shall extend for a period of thirty-six (36) months. At Sybase's option, Sybase may set the initial term for a period of time greater or less than 12 months in order to make the support coterminous with Customer's other Supported Programs. In the event that Sybase elects to adjust the initial term, the Support Fee for the first year will be multiplied by a fraction, the numerator of which is the number of full calendar months in the initial term and the denominator of which is 12.

4.2 Termination.

I- Termination for Cause

(a) The State may terminate this Agreement, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Agreement, or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State

(b) Deleted NA

(c) If the State chooses to partially terminate this Agreement for cause, charges payable under this Agreement will be equitably adjusted to reflect those



Software Maintenance and Support Services that are terminated and the State must pay for all Software Maintenance and Support Services.

(d) If the State terminates this Agreement for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of Agreement under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Agreement for a termination for convenience.

II-Termination for Convenience

The State may terminate this Agreement for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Software Maintenance and Support specified in the Agreement, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the products no longer practical or feasible, (c) unacceptable prices for Additional Software Maintenance and Support requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Agreement for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Agreement in part, the charges payable under this Agreement must be equitably adjusted to reflect those Software Maintenance and Support that are terminated. Software Maintenance and Support provisions of this Agreement that are terminated for cause must cease on the effective date of the termination.

III-Termination for Non-Appropriation

(a) Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation or availability of funds for this Agreement. If funds to enable the State to effect continued payment under this Agreement are not appropriated or otherwise made available, the State must terminate this Agreement and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).

(b) If funding for the Agreement is reduced by law, or funds to pay Contractor for the agreed-to Software Maintenance and Support to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of Software Maintenance and Support. The charges payable under this Agreement will be equitably adjusted to reflect any Software Maintenance and Support not provided by reason of the reduction.

(c) If the State terminates this Agreement, or eliminates certain Software Maintenance and Support, the State must pay Contractor for all Software Maintenance and Support provided through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section will not preclude Contractor from reducing or stopping Software Maintenance and Support or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Software Maintenance and Support before the effective date of termination.

IV-Termination for Criminal Conviction

The State may terminate this Agreement immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

V-Termination for Approvals Rescinded

The State may terminate this Agreement if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State will pay the Contractor for only the work completed to that point under the Agreement. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

VI-Termination by Contractor

If the State breaches the Agreement, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate this Agreement if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Agreement, (ii) breaches its other obligations under this Agreement to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the



time period specified in a written notice of breach. But the Contractor must discharge its obligations under Section VI-Termination by Contractor, before it terminates the Agreement.

5. RELOCATION/TRANSFER.

Sybase shall be under no obligation to furnish continued service under this Agreement if the Supported Programs are transferred to another site or operating system software without Sybase's prior written consent. Any such transfer is subject to Sybase's transfer policies and fees then in effect.

6. LIMITATION ON WARRANTY.

SYBASE EXPRESSLY DISCLAIMS ALL WARRANTIES (EXCEPT AS PROVIDED FOR IN THIS PARAGRAPH 6), EXPRESSED OR IMPLIED WITH REGARD TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

To the best of Sybase's knowledge and exclusive of (a) all trial licenses, (b) certain limitations contained in software (which may include a license manager) licensed by Sybase under agreements providing for a limited number of accessors in certain versions of certain Programs and (c) certain third party products remarketed by Sybase, Sybase has not as of the date of this Agreement intentionally included in the Program any feature designed by Sybase that would enable Sybase to impair the operation of a Program in conformance with its Documentation such as software locks or drop dead devices. Sybase agrees that in no event shall Sybase or its agents or employees disable any Program, except in the event that (i) Customer has made additional copies or deployed additional Seats beyond those licensed and has not cured such use after notice from a license manager or other Sybase source, (ii) Customer is in material breach of this Agreement (including non-payment of fees due to Sybase under this Agreement) and has not cured such breach within sixty (60) days of written notice of such breach or (ii) it is necessary for Sybase to disable the Program in connection with Support provided by Sybase to Customer, provided that Sybase first obtains Customer's consent to disable, such consent not to be unreasonably withheld by Customer.

7. LIMITATION OF LIABILITY.

Sybase's aggregate cumulative liability under or in connection with this Agreement (whether arising from contract or otherwise) is limited to the Support Fees paid by Customer under this Agreement for the annual term in which the event that gave rise to such liability occurs. SYBASE SHALL NOT BE LIABLE FOR ANY INDIRECT,

SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, ARISING FROM ITS PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT.

8. GENERAL.

8.1 No Assignment. Sybase may subcontract all or a portion of its obligations under this Agreement. Customer's rights under the Agreement may not be assigned or transferred to any third party without Sybase's prior written consent, such consent not to be unreasonably withheld.

8.2 Excusable Delay. Sybase shall not be liable for delays due to acts of God, acts of Customer, acts of civil or military authorities, fires, strikes, floods, earthquakes, epidemics, and other natural disasters, war, riot or other causes beyond Sybase's reasonable control.

8.3 Notices. Except for requests for support services pursuant to the Support Plan Description, which may be given by telephone, all notices, reports, requests, approvals and other communications required or permitted under this Agreement must be in writing and sent by overnight delivery service or first class prepaid mail, return receipt requested, postage prepaid to the addresses given at the beginning of this Agreement or as changed by written notice.

8.4 Governing Law. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED UNDER THE LAWS OF THE STATE OF MICHIGAN, EXCLUDING ITS CONFLICT OF LAWS RULES. IT SHALL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS, THE APPLICATION OF WHICH IS EXPRESSLY EXCLUDED.

8.5 General Indemnification. Subject to Section 7 above, Sybase agrees to indemnify Customer from any and all losses, claims, damages and liability (including reasonable attorneys' fees) arising out of bodily injury or death of persons or damage to real and/or tangible personal property to the extent such loss or damage is caused by the willful misconduct or negligent actions of Sybase's employees and subcontractors while on Customer's premises.

8.6 Severability. If any provision of this Agreement is held to be unenforceable, the parties shall substitute for the affected provision an enforceable provision, which approximates the intent and economic effect of the affected provision. The failure or delay by either party to enforce any term of this Agreement shall not be deemed a waiver of such term. If any, all or any portion of one or more of the terms and conditions of this Agreement shall be declared invalid by any court of law, such part of such term or terms shall be considered deleted from this Agreement, which the remaining



portion shall be unaffected and shall remain in full force and effect.

8.7 Entire Agreement. The parties acknowledge that this Agreement is the complete and exclusive statement of their agreement and that it supersedes any prior support agreements, oral or written, any different or additional terms of any purchase orders, order acknowledgments or invoices, and any other communications between Sybase and Customer relating to the subject matter of this Agreement. No variation of the terms of this Agreement will be enforceable against either party unless such party gives its express consent in writing signed by an officer of such party.

The parties have caused this Agreement to be executed by their respective authorized representatives.

SYBASE, INC.:

By: _____
(Authorized Signature)
Name: _____
Title: _____
Date: _____

CUSTOMER: STATE OF MICHIGAN

By: _____
(Authorized Signature)
Name: _____
Title: _____
Date: _____



SYBASE SUPPORTNOW STANDARD PLAN DESCRIPTION

SUPPORTED PROGRAMS.

Sybase will provide SupportNow Standard support for the "Supported Programs" listed on the Sybase quotation and as confirmed by Customer's purchase order or written acknowledgement and a Sybase invoice. "Supported Programs" shall mean the then current Major Version of the listed software programs running the specified operating system software and, for a period of 12 months after introduction of a new Major Version of such program, the immediately preceding Major Version of the software program.

9. SUPPORT SERVICES.

9.1 Technical Support. Sybase will provide technical support for the Supported Programs 24 hours a day, 7 days a week, 365 days a year. When a Customer calls for technical assistance outside of local normal business hours or during locally observed holidays, the call is automatically routed to an open support center. P1 cases will be worked on a 24 x 7 basis until the system is operational or a reasonable workaround is in place. All other case levels will be logged for next business day response by the local support center. For P1 cases to be worked on a 24 x 7 basis, the Customer must provide Sybase with a contact during this 24 x 7 period, either on site or by beeper, to assist with data gathering, testing, and applying all fixes to Customer's environment.

9.2 Electronic Support. Sybase will provide access to its electronic support services, such as the web-based Technical Library, electronic case management, electronic software distribution, and Newsgroups for all authorized support contacts.

9.3 Onsite Assistance. Sybase, at its discretion, may provide optional onsite assistance to Customer at Customer's request. For such optional onsite assistance, Customer agrees to pay the then current time and materials charges plus actual travel, living and out-of-pocket expenses reasonably incurred by Sybase.

10. AUTHORIZED CONTACTS.

Sybase shall provide the Support Services for four contacts. Sybase will also provide four Solved Cases contacts; these contacts may access the Solved Cases Database to research technical support issues. The Customer is responsible to designate the contacts for all matters related to service. The Customer may designate other contacts for an additional annual charge per contact. All contacts shall be knowledgeable in the Supported Programs and associated software.

11. RESOLUTION OF SUPPORT REQUESTS.

11.1Initiation of Support Request. Customer's

contact may contact the designated Sybase Technical Support Center, or enter a request electronically via the web, to initiate a software support request referred to as a case. The Technical Support Center will log the case and assign a reference number to it called a case number. When requesting service, Customer shall provide the following information: (a) Customer's name, (b) support ID number, (c) priority of support request, (d) product and version number of the software Customer is using, including maintenance release number, (e) platform and operating system, including version number, (f) front-end (client) product and version numbers, (g) client machine operating system type and version, (h) description of the problem, and (i) application program environment.

11.2Priority Level. Customer will use its reasonable business judgment to categorize each support request associated with the Supported Programs as one of the following types of priorities:

(a) Priority One ("P1"): The software is not operational and no workaround is possible, or a workaround exists but is unacceptable because of its impact on Customer's business. Development or production is halted, or the problem is having a severe impact on Customer's ability to continue development.

(b) Priority Two ("P2"): The software is operational, but its functionality is seriously affected. There may be a workaround, but implementing the workaround is time consuming and will adversely affect Customer's project.

(c) Priority Three ("P3"): The software is useable, but development or production is impacted. Development/production can continue for a reasonable amount of time before the problem becomes critical. A workaround is available and acceptable.

(d) Priority Four ("P4"): The software is useable, but Customer has a question or would like to submit an enhancement request.

11.3Response Policy. If, in Sybase's judgment, Customer correctly identifies a support request as a Priority One severity, Sybase shall use reasonable efforts to respond to the request within one (1) hour. If, in Sybase's judgment, Customer correctly identifies a support request as a Priority Two severity, or a Priority Three/Four severity, Sybase shall use reasonable effort to respond within two (2) hours, or six (6) hours respectively. After responding to the call and gathering any additional required information, Sybase will develop and communicate a plan for addressing the support request, which may involve providing a fix, developing a workaround, or providing some other solution.

11.4Access and Configuration. Customer shall provide Sybase and its designees with access to the applicable system for servicing under this Plan, provided that Sybase and its designees comply with Customer's



reasonable security requirements related to such access. In addition, the Customer will maintain all software, hardware, and network equipment in the configuration recommended by Sybase or by the appropriate equipment vendor.

11.5 Escalation Response. If at any point while a case is open the Customer is not satisfied with the current plan of action, the Customer may request escalation through the Technical Support engineer. The Technical Support manager responsible for the team supporting the case will address escalation requests and develop an action plan. This plan will be mutually agreed upon with the Customer. Customers may request escalation to a higher level whenever they feel it is necessary.

12. SOFTWARE SERVICES - PROGRAM REVISIONS.

12.1 Deliverables. Sybase will provide the following updates and improvements to the Supported Programs, as they are made generally available to Sybase customers on support plans that include these services. When deploying such updates and improvements, the Customer will maintain all software, hardware, and network equipment in the configuration recommended by Sybase or by the appropriate equipment vendor.

(a) Maintenance Releases. Sybase will provide bug fixes or workaround solutions to correct, to the extent reasonably possible, any defects in the Supported Programs, which cause the Supported Programs not to operate in accordance with the Supported Programs published end user documentation. Sybase reserves the right to make corrections or fixes only to the current or immediately preceding version of the Supported Programs at Sybase's sole discretion.

(b) Updates. Sybase will provide Updates to the Supported Programs, which Sybase designates as "internal improvements". The term "Update" shall mean any program, any part thereof, or any materials not included in the software program at the time of initial license, which modify or improve the existing functions of the software programs. Updates do not include any new modules, which Sybase designates as software products and for which it charges a separate fee or any new software products, which Sybase designates by a different product name. Some Updates are subject to additional or supplemental terms and conditions ("Product Specific License Terms") that are posted on www.sybase.com/pslt. Customer shall review the Product Specific License Terms applicable to each Update prior to ordering, installing or using an Update. By ordering, installing or using an Update, Customer acknowledges that it has read, understood and agrees to the applicable Product Specific License Terms.

12.2 Delivery Method. Sybase will provide the revisions described under Paragraph 5.1 to Customer

upon request, by either electronic distribution or shipment if media is available. If such requested revisions are available in media format and are shipped to Customer, shipping and handling fees shall apply.

12.3 Limitations.

(a) New Operating Systems. Sybase does not have an obligation to modify the Supported Programs to run with new versions of the Operating System.

(b) Patching. Sybase does not recommend patching as a method of resolving database corruption as patching poses risks to data integrity. Nevertheless, Sybase understands that there are circumstances where patching may still be requested by the Customer. Under these circumstances for patching to be attempted, Customer assumes the risk of patching. Sybase shall not be liable for any loss or corruption of data. Any attempt by Sybase to perform a patch is without warranty of any kind. The following restrictions apply:

- The Customer must grant Sybase Technical Support exclusive access to the database server.
- Any tools used by Sybase personnel are the property of Sybase and are not intended for use by Customers.
- The patching techniques used by Sybase personnel shall not be used by Customer unless specifically instructed to do so by a representative of Sybase Technical Support.

13. GLOBAL SUPPORT.

Support is provided only for contacts based in the country for which the support plan is purchased. Sybase may provide optional geography coverage for support contacts based outside the country of origin at the Customer's request and if suitable Sybase personnel are available in the requested country. For such global support coverage, Customer agrees to pay the additional then current annual global support contact fees.

14. PERSONALIZED OPTIONS.

Customers can add options that provide personalized services such as Privilege Support. Details of these personalized services are provided in the appropriate Plan Descriptions.