

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. 10**  
 to  
**CONTRACT NO. 071B1300071**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
IBM Corporation New Orchard Drive Armonk, NY 10504-1722	Yogi Saxena	<a href="mailto:yzsaxena@us.ibm.com">yzsaxena@us.ibm.com</a>
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	(517) 377-3735	1985

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	DTMB	Ken Crawford	(517) 241-3472	<a href="mailto:Crawfordk3@michigan.gov">Crawfordk3@michigan.gov</a>
CONTRACT ADMINISTRATOR	DTMB	Whitnie Zuker	(517) 284-7030	<a href="mailto:zukerw@michigan.gov">zukerw@michigan.gov</a>

CONTRACT SUMMARY			
<b>DESCRIPTION: Software Maintenance and Support</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2010	September 30, 2013	5, 1 yr Options	November 30, 2017
PAYMENT TERMS	F.O.B.	SHIPPED TO	
N/A	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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF EXTENSION/OPTION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		November 30, 2017
CURRENT VALUE		VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE	
\$53,616,450.00		\$1,390,915.03	\$55,007,365.03	

**DESCRIPTION:**  
 Effective May 29, 2015 this Contract is INCREASED by \$1,390,915.03 to support the attached May 2015 Ordering Document. All other terms, conditions, specifications and pricing remain the same. Per Contractor, DTMB Procurement and State Administrative approval.

State Administrative approval on April 28, 2015 for \$15,000,000.00.  
 Change Notice #9 allocated \$11,500,000.00 of that amount to the Contract.  
 This Change Notice, #10, allocates \$1,390,915.03 to the Contract.  
 Remaining Value of the AD Board authorized amount may be added to the Contract via future Change Notices: \$2,109,084.97.

This May 2015 Ordering Document ("Ordering Document") is effective when signed by all parties and provides special options with respect to the terms of the Software and Services Special Option (the "Agreement"), dated as of September 29, 2010 and any changes thereto, agreed to prior to the execution of this Ordering Document. Capitalized terms used in this Ordering Document, the definitions for which are not found in this Ordering Document, are defined in the Agreement or the applicable Associated Document(s).

1. This Ordering Document, which starts on May 31, 2015 ("Start Date"), shall remain in effect up to and including September 30, 2017 ("End Date"), unless earlier terminated as provided in the Agreement. This Ordering Document applies only to the products described herein.

#### 2. "Eligible Programs"

The Programs that qualify for the terms of this Ordering Document ("Eligible Programs") are the Programs listed on the Product List (Schedule A10) which is attached to and made part of this Ordering Document (the "Listed Programs").

Included in the Total Charges for the Listed Programs are charges for any applicable S&S for the Listed Programs and such S&S has a coverage period as stated in Schedule A10.

#### 3. "Charges"

The Ordering Document Charges will be invoiced to the State of Michigan and are due on or before the following dates:

May 31, 2015:	U.S. \$1,068,379.62
October 1, 2015:	U.S. \$86,851.31
October 1, 2016:	U.S. \$235,684.10
Total Charges Due:	U.S. \$1,390,915.03

The Total Charges do not include any additional amounts incurred pursuant to the Section of this Agreement entitled "Eligible Use of Programs".

#### 4. "Subscription and Support for Enterprise Programs":

The S&S renewal prices in this section are optional and are available to you provided that (i) you renew S&S for all the Active Use Existing and Active Use Entitlement quantities for all Enterprise Programs; (ii) your S&S has not lapsed; (iii) S&S is made generally available for the affected Program(s) (e.g., S&S has not been withdrawn); and (iv) S&S is ordered directly from IBM by providing written authorization to IBM (e.g. order form, order letter, purchase order) at least thirty (30) days prior to the beginning of the applicable S&S Coverage Period. IBM reserves the right to annually increase the annual fee charged for S&S up to a maximum of 5% for inflationary purposes.

You and IBM agree to use the prior year December Not Seasonally Adjusted, Consumer Price Index, as published in the Summary Data from the Consumer Price Index News Release by the Bureau of Labor Statistics, U.S. Department of Labor, and For All Urban Consumers for purposes of determining actual Inflationary Adjustment.

In the event such Price Index is no longer published or its content and format is substantially changed, you and IBM will substitute another comparable index published at least annually by a mutually agreeable source. If the Bureau of Labor Statistics merely redefines the base year for the Price Index from 1982-84 to another year, you and IBM will continue to use the Price Index, but will convert the Base Year Index to the new base year by using an appropriate conversion formula.

IBM will notify you of any such increase prior to the effective date of the renewal period start date.

If you elect not to renew S&S for all Enterprise Programs, IBM's standard S&S renewal policies and pricing apply.

The table below provides the price for the Active Use Entitlement for the Enterprise Programs listed on Schedule A. The price does not include S&S coverage for the Active Use Existing quantities.

**S&S for Enterprise Programs**

S&S Coverage Period	S&S Price
October 1, 2017 – September 30, 2018	U.S. \$184,731.28
October 1, 2018 – September 30, 2019	U.S. \$184,731.28

**6. Payment**

Notwithstanding the terms of this Ordering Document or our prior practice, payment is not contingent upon issuance of a Purchase Order. All approvals required to issue payment have been obtained. Payment in full is due upon receipt of invoice and payable within 45 days. The bill to, ship to addresses along with specific ordering information and amounts due under this Ordering Document are included herein or in other documents related hereto. Subject to your termination rights in the Agreement, this order is firm and irrevocable.

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The prices and terms of this Ordering Document must be agreed to and signed by you by May 31, 2015 or it is void.

The parties agree that this Ordering Document, including all Associated Documents, is the complete agreement between us and replaces any prior oral and/or written communications between us concerning this subject matter. By signing below, the parties agree to the terms of this Ordering Document and the Associated Documents. If there is a conflict among terms of this Ordering Document and those of the Associated Documents, for the purposes of this Ordering Document, those of this Ordering Document prevail.

IBM

May 2015 Ordering Document to the Software and Services Special Option

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Agreed to:  
State of Michigan

Agreed to:  
International Business Machines Corporation

By Sharon W Maynard  
Authorized Signature

By Yogesh Saxena  
Authorized Signature

Name (type or print): Sharon Walenga Maynard

Name (type or print): YOGESH SAXENA

Date: 5/29/15

Date: 5/15/15

Customer number: 7840125

Customer address: 320 W. Allegan  
Lansing, MI 48933

**Schedule A10: Attachment for Eligible Programs****Category A. New Licenses****Table 1: IPAA Programs – Subscription and Support Coverage as stated below:**

Part Number	Description	S&S Coverage To	Quantity
D17BKLL	IBM Cognos Business Intelligence Analytics User Authorized User from Cognos Business Intelligence Consumer Authorized User Trade Up License + SW Subscription & Support 12 Months	9/30/2017	200
D0WRBLL	IBM Security QRadar SIEM All-in-One Software 31XX Install License + SW Subscription & Support 12 Months	9/30/2016	1
D14QBLL	IBM Security QRadar Data Node SW Install License + SW Subscription & Support 12 Months	9/30/2016	1
D10V7LL	IBM Security QRadar Vulnerability Manager Add-On 60XX install License + SW Subscription & Support 12 Months	9/30/2016	1

**Table 2: Enterprise Programs – Subscription and Support Coverage through 9/30/2017**

Part Number	Description	Quantity
D17BGLL	IBM Cognos Business Intelligence Analytics User per Authorized User License + SW Subscription & Support 12 Months	Enterprise
D17BALL	IBM Cognos Business Intelligence Analytics Administrator per Authorized User License + SW Subscription & Support 12 Months	Enterprise
D175DLL	IBM Cognos Business Intelligence Analytics Explorer Authorized User License + SW Subscription & Support 12 Months	Enterprise
D6158LL	IBM Connections Authorized User License + SW Subscription & Support 12 Months	Enterprise
DN0U5LL	IBM Cognos Performance Management Advanced Authorized User License + SW Subscription & Support 12 Months	Enterprise

\* Prior to the earlier of the September 15, 2017 or the termination of the Agreement (the "Calculation Date") any Eligible Program identified on Schedule A9 as an "Enterprise Program" may be deployed within your Enterprise without limitation as to the license quantity only if such program: (i) is actively deployed by you for production or development or both (i.e., no "stockpiling" of licenses); (ii) is deployed on machines you own or lease and operate within your Enterprise ("Active Use"); (iii) is for use in the State of Michigan's Department of Health and Human Services.

\*Active Use Quantity\* means the quantity of licenses in Active Use.

\*Active Use Existing\* quantity means the quantity of licenses in Active Use as stated in Table 3 below as 50 Authorized Users of E0K32LL, 10 Authorized Users of E0K30LL, 10 Authorized Users of E0K2DLL and 70 Authorized users of E03VJLL.

On the Calculation Date the quantity of licenses of Enterprise Programs acquired under this Ordering Document ("Active Use Entitlement") will be established by subtracting license quantities which were not acquired under this Ordering Document, Active Use Existing quantity, from the Active Use Quantity.

For example, if you acquired 2 copies of Program X under Passport Advantage in advance of the signing of this Ordering Document and those copies are in Active Use prior to the Start Date, and you have 10 copies of Program X in Active Use as of the Calculation Date, then IBM will issue a Proof of Entitlement to you for 8 copies of Program X.

To complete the Active Use Verification, you must provide to IBM a detailed report of deployment and use using the templates IBM provides to you ("Active Use Verification Report"). The reports must be certified

as complete and accurate by one of your officers and one of your financial auditor's officers. Further, the report must include supporting documentation sufficient to allow IBM to reasonably determine the factual and analytical basis of such report and its conclusions.

In addition to the Active Use Verification, you must also submit a copy of the Active Use Verification Report to IBM in June, 2016 and June, 2017 prior to the Calculation Date with the Active Use Quantity and Active Use Existing quantity of each Enterprise Program at that point in time.

IBM may notify you that as an alternative to or in addition to your Active Use Verification Report, IBM will independently verify your deployment and usage. If IBM conducts an independent Active Use Verification, IBM may use a third party independent auditor to either perform or assist with the Active Use Verification provided that IBM has a written confidentiality agreement in place with such auditor. The Active Use Verification will be conducted in a manner that minimizes disruption to your business and may be conducted on your premises during normal business hours.

Each party is responsible for and will pay its own costs for the Active Use Verification.

For purposes of Enterprise Programs, "Enterprise" shall mean any legal entity within the United States which you own, by more than 50% as of the Start Date and does not include any future business entities or assets of business entities which become part of your Enterprise through merger or acquisition activity after the Start Date of this Ordering Document. Active Use Existing licenses may not be transferred or deployed outside of your Enterprise.

For Enterprise Programs which require a license key, IBM will provide an initial quantity of keys. If prior to the Calculation Date you require additional license keys you must request such additional keys by notifying IBM in writing of the amount of such additional keys you require. IBM will provide such additional license keys.

In the event of a conflict between this Ordering Document and any POE issued prior to the Calculation Date, this Ordering Document shall prevail as the governing document.

For a period of one year after the Calculation Date, if you elect to renew S&S for the Enterprise Programs you must renew S&S for the entire Active Use Quantity.

For Enterprise Programs with a PVU licensing metric, if virtualization technology is used to limit the processor capacity available for use with the Enterprise Program to less than all the activated processor cores on the server(s) you agree to the terms for Programs in a Virtualization Environment of the International Passport Advantage Agreement.

For a period of 24 months following the End Date or Termination Date, as applicable, you are prohibited from using the sub-capacity pricing for any Enterprise Program which was identified in the Active Use Verification as not being used with virtualization technology.

**Active Use Report Example (sample)**

Part Number	Program Description	Licensing metric	Virtualization Technology Used Yes/No	Active Use Quantity	Active Use Existing Quantity
D51ADLL	XL-C for AIX	Authorized user	No	10	5
D08GPLL	Forms Designer	Authorized user	No	100	0
D65WJLL	WAS-ND	PVU	Yes	90	0

**Category B. Existing Licenses**

**Table 3: IPAA Programs – Subscription and Support Coverage as stated below:**

Part Number	Description	Quantity	S&S Coverage From	S&S Coverage To
E0K32LL	IBM Cognos Business Intelligence Analytics User per Authorized User Annual SW Subscription & Support Renewal	50	10/1/2016	9/30/2017
E0K30LL	IBM Cognos Business Intelligence Analytics Administrator per Authorized User Annual SW Subscription & Support Renewal	10	10/1/2016	9/30/2017
E0K2DLL	IBM Cognos Business Intelligence Analytics Explorer Authorized User Annual SW Subscription & Support Renewal	10	10/1/2016	9/30/2017
E03VJLL	IBM Connections Authorized User Annual SW Subscription & Support Renewal	70	10/1/2016	9/30/2017

\*\*\* End of Schedule A10 \*\*\*

With the fully executed May 2015 Ordering Document, and at no charge to the State of Michigan, IBM will provide Cognos user awareness and capability training via the following Proof of Technology curriculum designed for delivery by our Customer Technical Professionals. We would suggest providing this training by Web Session to the largest possible community of new and refresher-training CHAMPS end users. We'd appreciate being able to group as many users together for the Web Session as possible to streamline delivery.

## **Cognos**

An IBM Proof of Technology

### **Introduction**

IBM® Cognos® Proof of Technology workshops are instructor-led, hands-on sessions where you can experience the various capabilities, user interface, data modeling, author reports and dashboards available with IBM Business Intelligence Cognos software.

### **Objective**

The IBM Cognos Business Intelligence Proof of Technology Workshop gives you the opportunity to discover the ease of use available with the Cognos toolset. Learn how easily you can adapt the Cognos workspace to your employees and create reports designed with business intelligence to help drive better business outcomes.

Your instructor will explain and demonstrate various Cognos reporting capabilities. Then, go hands-on and prove the business value of Cognos toolset for yourself. Take on the roles of administrator, professional report author and business user. Gain valuable insights and discover the ease with which you can get the business intelligence your organization needs using Cognos.

In the first lab, assume the administrator role to create and publish a metadata model. In the next lab, assume the role of business user and learn how to create an ad-hoc query using the same metadata model. In subsequent labs, reuse the metadata model as a Professional Report Author. In your final lab exercise, again assume the role of a business user and learn how easily you can construct, modify, and share your personalized dashboard workspace.

### **Audience**

Ready to create reports that drive top-performing, analytics-driven results? This workshop is for all users of IBM's Business Intelligence software, including administrators, professional report authors, and business users.

### **Agenda**

- Introduction
- Cognos 10 BI overview and architecture
- Metadata layer
- Creating ad-hoc queries and reports
- Cognos Connection Portal
- Professional report authoring
- User-driven dashboard assembly

- Integration with office tools
- Mobile access
- Active reports
- Summary

**Costs**

This no charge session includes lunch and complimentary refreshments. Participants are responsible for their own business travel expenses.

**Schedule**

Registration and coffee begins at 9:30 a.m.

The session begins at 10:00 a.m. and ends at approximately 4:00 p.m.

In addition, for the TM1 component IBM will offer a free kickstarter class for the modelers to get them up and running on the Performance Modeler tool. These will be the people that are considered admins and will be building the cubes. A description of the class is:

**TM1****Discovery Workshop****Overview**

This IBM Cognos TM1 Discovery Workshop is an instructor-led session that uses IBM's Performance Management software. This workshop will provide hands-on experience, introducing various capabilities and user interfaces to enable the learner to experience modeling, planning, reviewing and excel integration.

**Introduction**

The IBM Cognos TM1 Proof of Technology Workshop gives you an opportunity to discover how quickly and easily you can build a planning solution using the TM1 toolset. Your instructor demonstrates various planning capabilities. Then, you can try out this functionality for yourself. The lab sessions enable you to experience the ease with which your business users can create a workflow driven planning solution.

First, you build a simple planning application as a planning administrator. Then, assume the role of a planning contributor to enter planning data. Next, take on the role of planning reviewer to monitor and review the planning process. Finally, you assume the role of a planning analyst, and learn how to construct an Excel workbook using TM1 as a data source.

Cognos TM1 enables the creation of solutions to a multitude of planning requirements and also to seamlessly integrate with IBM Cognos Business Intelligence, IBM Controller and IBM SPSS. Cognos TM1 is designed for building fast and flexible planning solutions to meet your budgeting and forecasting requirements. Cognos TM1 uses memory resident multi-dimensional cubes, these cubes allow planners to work bottom up, top down, or a combination of both with instantaneous visibility of all data changes. The cubes can also handle large volumes of data, even down to transactional level data. This Proof of Technology workshop concentrates on a small simple scenario; however, the other capabilities are available within the toolset provided.

Agreed to:  
State of Michigan

Agreed to:  
International Business Machines Corporation

By *Andrew Mason*  
Authorized Signature

By *Cathy Przybysz*  
Authorized Signature

Name (type or print): *Andrew Mason* Name (type or print): *Cathy Przybysz*

Date: *5/20/2015*

Date: *5/19/2015*

Customer number: 7840125

Customer address: 320 W. Allegan  
Lansing, MI 48933

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. 9**  
 to  
**CONTRACT NO. 071B1300071**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
IBM Corporation New Orchard Drive Armonk, NY 10504-1722	Yogi Saxena	<a href="mailto:yzsaxena@us.ibm.com">yzsaxena@us.ibm.com</a>
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	(517) 377-3735	1985

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	DTMB	Ken Crawford	(517) 241-3472	<a href="mailto:Crawfordk3@michigan.gov">Crawfordk3@michigan.gov</a>
CONTRACT ADMINISTRATOR	DTMB	Whitnie Zuker	(517) 284-7030	<a href="mailto:zuckerw@michigan.gov">zuckerw@michigan.gov</a>

CONTRACT SUMMARY			
<b>DESCRIPTION: Software Maintenance and Support</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2010	September 30, 2013	5, 1 yr Options	September 30, 2016
PAYMENT TERMS	F.O.B.	SHIPPED TO	
N/A	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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF EXTENSION/OPTION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 yr 2 months	November 30, 2017
CURRENT VALUE		VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE	
\$42,116,450.00		\$11,500,000.00	\$53,616,450.00	

**DESCRIPTION:**

Effective April 28 2015, this Contract is INCREASED by \$11,500,000.00 and extended until November 30, 2017 to support ongoing maintenance for already purchased IBM software and to acquire new IBM software and maintenance.

All other terms, conditions, specifications and pricing remain the same. Per Contractor, DTMB Procurement and State Administrative approval.

State Administrative approval on April 28, 2015 for \$15,000,000.00. This Change Notice adds initial allocation of \$11,500,000.00 to the Contract. Remaining Value of the AD Board authorized amount may be added to the Contract via future Change Notices: \$3,500,000.00.



## Attachment 4: Deliverables and Payment Schedule

Attachment 4, Section 4.2, is hereby amended and replaced in its entirety, as follows:

### 4.2 Deliverables and Payments

The Contractor may invoice and receive payment for a completed and approved Deliverable Group or for approved completion of a project milestone.

- 1) **Deliverable Group** –Contractor may qualify to invoice for and receive a payment when all Deliverables associated with a specific Payment ID in Exhibit 4-2 below have been completed, submitted, and approved by the State Project Director or her designee. The amount that may be invoiced and paid for those Deliverables associated with a specific Payment ID is listed in the Payment Amount column of Exhibit 4-2. Deliverables associated with Milestone 7: Budget Preparation Acceptance and Milestone 13: Core ERP Acceptance will not qualify for invoicing and payment until the Milestone (and Milestone Report for that Milestone) has been completed and approved by the State Project Director or her designee.
  
- 2) **Milestones** – Contractor may qualify to invoice for and receive a Milestone payment by: completing all requirements associated with the particular Milestone listed and described in Attachment 2 Exhibit 2-1 AND submitting and receiving approval for the Milestone Report associated with the completed Milestone. Payment Amounts for each Milestone are listed in the Payment Amount column of Exhibit 4-2 below (in association with Milestone Reports and related Payment IDs).

### Exhibit 4.2: Payments

Phase/Milestone-Deliverable	Task	Deliverable Number	Payment ID	Percent of Total Milestone Payments	
Phase I					
Milestone 1					
<b>Planning Deliverables</b>	<b>1-Project Management</b>				
Project Strategy, Plan and Resource Schedule		P01	M1PMT-1		
Risk Identification, Analysis, and Management Plan		P02	M1PMT-1		
Issue Process/Database		P03	M1PMT-1		
Status Reporting Process		P04	M1PMT-1		
Scope Change Control Process		P05	M1PMT-1		
Organizational Change Management Plan		P06	M1PMT-1		
Communications Plan		P07	M1PMT-1	30.00%	\$74,492.76
<b>Technical Services Deliverables</b>	<b>2-Technical Services</b>				
Project Environment Specification		T01	M1PMT-2		
Completed Software Installation, User Playground, and Software Education Sessions		T02	M1PMT-2		

Phase/Milestone-Deliverable	Task	Deliverable Number	Payment ID	Percent of Total Milestone Payments	
Complete Development Environment - Phase 1		T03	M1PMT-2		
Complete Development Environment - Phase 2		T04	M1PMT-2		
<b>System Analysis and Design Deliverables</b>					
Site Specific Code Retrofitting Approach	3-Systems Analysis and Design	S01	M1PMT-2	25.00%	\$62,077.30
<b>Training and Knowledge Transfer Deliverables</b>	<b>11-Training and Knowledge Transfer</b>				
Project Team Training Approach and Plan		TK01	M1PMT-3		
Knowledge Transfer Approach and Plan		TK02	M1PMT-3		
Project Team Training - ERP		TK03	M1PMT-3		
Project Team Training - Methodology and Approach		TK04	M1PMT-3	30.00%	\$74,492.76
<b>Project Management Deliverables</b>					
Milestone Report 1: Project Strategy and Plan	Project Mgt	PM01	M1PMT-4	15.00%	\$37,246.38
<b>Milestone 1 Total Payments</b>				<b><u>100.00%</u></b>	<b><u>\$248,309.20</u></b>
<b>Milestone 2 - Budget Preparation Design</b>					
<b>System Analysis and Design Deliverables</b>	3-Systems Analysis and Design				
Not Used		S04			
Requirements Validation Document		S03	M2PMT-1		
Budget Preparation Design		S04	M2PMT-1		
Inventory of Transactions, Views, Reports, and Processes		S05	M2PMT-1		
Internal Control Risk Assessment		S06	M2PMT-1		
Software Configuration Plan		S07	M2PMT-1		
Chart of Accounts Design Assistance - Budget Preparation		S08	M2PMT-1		
Functional Designs		S09	M2PMT-1	30.00%	\$89,391.31
Technical Designs		S10	M2PMT-2		
Requirements Traceability Matrix		S11	M2PMT-2	15.00%	\$44,695.66
<b>Data Conversion Deliverables</b>	5-Data Conversion				
Data Conversion Plan		D01	M2PMT-3		

Phase/Milestone-Deliverable	Task	Deliverable Number	Payment ID	Percent of Total Milestone Payments	
Data Conversion Program Designs		D02	M2PMT-3		
<b>Report Deliverables</b>	6-MIDB, Reporting, and Transparency & Accountability Website				
Budget Prep Report Designs		R01	M2PMT-3	10.00%	\$29,797.10
<b>Interfaces Deliverables</b>	7-Interfaces				
Interface Plan (covering all phases)		I01	M2PMT-4		
Interface Designs		I02	M2PMT-4	5.00%	\$14,898.55
<b>Technical Services Deliverables</b>	2-Technical Services				
Security Architecture and Design		T05	M2PMT-5		
Configuration Management Procedures		T06	M2PMT-5	15.00%	\$44,695.66
<b>Project Management Deliverables</b>	1-Project Management				
Organizational Change Management Plan Updates		PM02	M2PMT-6		
Communications Plan Updates		PM03	M2PMT-6	5.00%	\$14,898.55
Milestone Report 2: Budget Preparation Design		PM04	M2PMT-7	20.00%	\$59,594.21
<b>Milestone 2 Total Payments</b>				<b><u>100.00%</u></b>	<b><u>\$297,971.04</u></b>
<b>Milestone 3 ERP Core Design</b>					
<b>System Analysis and Design Deliverables</b>	3-Systems Analysis and Design				
Requirements Validation Document		S11	M3PMT-1		
Core Design Fundamentals Document		S12	M3PMT-1		
Process, and Transaction Mapping Analysis		S13	M3PMT-1		
Requirements Validation Document		S14	M3PMT-1		
Cost Accounting Classification and Reporting Plan		S15	M3PMT-1		
Inventory of Transactions, Views, Reports, and Processes		S16	M3PMT-1		
Internal Control Risk Assessment		S17	M3PMT-1		
FHWA Comprehensive Design		S18	M3PMT-1		

Phase/Milestone-Deliverable	Task	Deliverable Number	Payment ID	Percent of Total Milestone Payments	
Software Configuration Plan		S19	M3PMT-1		
Chart of Accounts Plan		S20	M3PMT-1		
Chart of Accounts Design Assistance		S21	M3PMT-1		
Functional Designs		S22	M3PMT-1	20.00%	\$1,354,162.34
Technical Designs		S23	M3PMT-2		
Requirements Traceability Matrix		S24	M3PMT-2	10.00%	\$677,081.17
Implementation Analysis Design (IAD)		S25	M3PMT-7		
Catalog Management Plan		S26	M3PMT-7	20.00%	\$1,354,162.34
<b>Reports Deliverables</b>	6-MIDB, Reporting, and Transparency & Accountability Website				
MIDB Design	moved to M12	R02	M3PMT-3		
MIDB Report Designs	moved to M12	R03	M3PMT-3		
Report Designs for Production ERP	moved to M12	R04	M3PMT-3		
CAFR Report and Publication Design	moved to M12	R05	M3PMT-3		
Transparency & Accountability Website Design	moved to M12	R06	M3PMT-3		\$0.00
<b>Data Conversion Deliverables</b>	5-Data Conversion				
Data Conversion Program Designs		D03	M3PMT-4		
<b>Interface Deliverables</b>	7-Interfaces				
Major Integration Approach Document (covering all phases)		I03	M3PMT-4		
Interface Designs		I04	M3PMT-4		
<b>Technical Services Deliverables</b>	2-Technical Services				
Completed Production and Production QA Specification		T07	M3PMT-4	25.00%	\$1,692,702.92
<b>Project Management Deliverables</b>	1-Project Management				
Organizational Change Management Plan Updates		PM05	M3PMT-5		
Communications Plan Updates		PM06	M3PMT-5	10.00%	\$677,081.17
Milestone Report 3: ERP Core Design		PM07	M3PMT-6	15.00%	\$1,015,621.75
<b>Milestone 3 Total Payments</b>				<b><u>100.00%</u></b>	<b><u>\$6,770,811.68</u></b>

Phase/Milestone-Deliverable	Task	Deliverable Number	Payment ID	Percent of Total Milestone Payments	
<b>Milestone 4 - Budget Preparation Configuration and Development</b>					
<b>Configuration and Development Deliverables</b>	4-Configuration Management and Development				
Configuration and Development Inventory		CD01	M4PMT-1		
Unit Tested and Documented Configuration		CD02	M4PMT-1		
Unit Tested Site Specific Code		CD03	M4PMT-1		
Unit Tested and Documented Workflows		CD04	M4PMT-1		
Unit Tested and Documented Configuration		CD05	M4PMT-1		
<b>Reports Deliverables</b>	6-MIDB,Reporting and Transparency & Accountability Website				
Tested and Approved Budget Preparation Reports	moved to M12	R07	M4PMT-1	0.00%	\$0.00
<b>Conversion Deliverables</b>	5-Data Conversion	D00	M4PMT-2		
Unit Tested Data Conversion Programs		D04	M4PMT-2		
<b>Interfaces Deliverables</b>	7-Interfaces				
Interface Tested Programs		I05	M4PMT-2	20.00%	\$228,807.97
<b>Training Deliverables</b>	11-Training and Knowledge Transfer				
End User Training Needs Assessment		TK05	M4PMT-3		
End User Training Plan		TK06	M4PMT-3		
End User Training Curriculum		TK07	M4PMT-3	5.63%	\$64,403.99
<b>Technical Services</b>	2-Technical Services				
Completed System and Recovery Test Environment		T08	M4PMT-4		
Completed Training Environment		T09	M4PMT-4		
Production and Production QA Environment Specification		T10	M4PMT-4		
Performance Testing and Tuning Plan		T11	M4PMT-4		
Approved Phase 1 Security, Vulnerability and Penetration Test Plan		T12	M4PMT-4		

Phase/Milestone-Deliverable	Task	Deliverable Number	Payment ID	Percent of Total Milestone Payments	
<b>System and Recovery Testing</b>	8-System and Recovery Testing				
System and Recovery Test Plan		ST01	M4PMT-4		
Approved and Loaded System and Recovery Test Environment		ST02	M4PMT-4	34.37%	\$393,211.96
<b>Implementation Deliverables</b>	12-Implementation and Change Management Assistance				
Agency Implementation and Change Management Assessments		IM01	M4PMT-5		
Agency Implementation Guide		IM02	M4PMT-5		
Agency Implementation and Change Management Plans		IM03	M4PMT-5		
<b>Project Management</b>	1-Project Management				
End User Readiness Assessment		PM08	M4PMT-5	20.00%	\$228,807.97
Milestone Report 4: Budget Preparation Configuration and Development		PM09	M4PMT-6	20.00%	\$228,807.97
<b>Milestone 4 Total Payments</b>				<b><u>100.00%</u></b>	<b><u>\$1,144,039.87</u></b>
<b>Milestone 5: Budget Preparation UAT Go/No Go</b>					
<b>Technical Services Deliverables</b>	2-Technical Services				
Production and Production QA Environments		T13	M5PMT-1		
Completed Phase 1 Performance Testing and System Tuning		T14	M5PMT-1		
Performance Testing and System Tuning Procedures		T15	M5PMT-1		
Completed Security, Vulnerability, and Penetration Test		T16	M5PMT-1	10.00%	\$179,403.99
<b>Conversion Deliverables</b>	5-Data Conversion	D05			
Approved Mock Conversion		D06	M5PMT-2	20.00%	\$358,807.97
<b>Reports Deliverables</b>	6-MIDB, Reporting, and Transparency and Accountability Website				

Phase/Milestone-Deliverable	Task	Deliverable Number	Payment ID	Percent of Total Milestone Payments	
Report Distribution System Installed, Configured, and Ready for implementation	moved to M12	R08	M5PMT-3		
<b>System and Recovery Testing Deliverables</b>	8-System and Recovery Testing				
Approved System and Recovery Test Outcomes		ST03	M5PMT-3	40.00%	\$717,615.95
<b>User Acceptance Test Deliverables</b>	9-User Acceptance Testing Assistance				
User Acceptance Test Training		U01	M5PMT-4		
User Acceptance Test Plan and Scripting Assistance		U02	M5PMT-4		
User Acceptance Test Environment and Data		U03	M5PMT-4		
<b>Documentation Deliverables</b>	10-Documentation				
Online Help		DC01	M5PMT-4		
<b>Implementation Deliverables</b>	12-Implementation and Change Management Assistance				
Completed and Approved Agency Implementation and Change Management Assistance		IM04	M5PMT-4		
Implementation Cutover Plan		IM05	M5PMT-4		
Implementation Checklist		IM06	M5PMT-4		
Production Job Schedule		IM07	M5PMT-4		
Approved Batch jobs on Job Scheduler		IM08	M5PMT-4	10.00%	\$179,403.99
<b>Project Management Deliverables</b>	1-Project Management				
Milestone Report 5: Budget Preparation UAT Go/No Go		PM10	M5PMT-5	20.00%	\$358,807.97
<b>Milestone 5 Total Payments</b>				<b><u>100.00%</u></b>	<b><u>\$1,794,039.87</u></b>
<b>Milestone 6: Budget Preparation Implementation Go/No Go</b>					
<b>User Acceptance Test Deliverables</b>	9-User Acceptance Testing Assistance				
User Acceptance Test Assistance		U04	M6PMT-1	30.00%	\$311,384.13
<b>Documentation Deliverables</b>	10-Documentation				
User Documentation		DC02	M6PMT-2		

Phase/Milestone-Deliverable	Task	Deliverable Number	Payment ID	Percent of Total Milestone Payments	
Technical Documentation		DC03	M6PMT-2		
Operations Documentation		DC04	M6PMT-2		
System Management Guide		DC04a	M6PMT-2		
Security Administration Documentation		DC05	M6PMT-2		
Workflow Administration Documentation		DC06	M6PMT-2		
<b>Training Deliverables</b>	11-Training and Knowledge Transfer				
End User Training Materials		TK08	M6PMT-2		
End User Training Environment/Data		TK09	M6PMT-2		
Trained State Trainers		TK10	M6PMT-2		
End User Training Assistance		TK11	M6PMT-2		
Completed and Approved Technical and Operations Personnel Training/Knowledge Transfer Documentation Sign-Off		TK12	M6PMT-2		
Completed and Approved Knowledge Transfer for Security, Workflow, and other Administrators Documentation Sign-off		TK13	M6PMT-2	20.00%	\$207,589.42
<b>Implementation Deliverables</b>	12-Implementation and Change Management Assistance				
Approved Production and Production QA Environments		IM09	M6PMT-3		
Completed and Approved Agency Implementation and Agency Change Management Assistance		IM10	M6PMT-3		
Help Desk Plan		IM11	M6PMT-3		
Help Desk Implementation Assistance		IM12	M6PMT-3	25.00%	\$259,486.78
<b>Project Management Deliverables</b>	1-Project Management				
Milestone Report 6: Budget Preparation Implementation Go/No Go		PM11	M6PMT-4	25.00%	\$259,486.78
<b>Milestone 6 Total Payments</b>				<b><u>100.00%</u></b>	<b><u>\$1,037,947.11</u></b>

Phase/Milestone-Deliverable	Task	Deliverable Number	Payment ID	Percent of Total Milestone Payments	
<b>Milestone 7: Budget Preparation Acceptance</b>					
<b>Implementation Deliverables</b>	12-Implementation and Change Management Assistance				
Completed Production Turnover		IM13	M7PMT-1		
Converted Data in Production Environment		IM14	M7PMT-1		
<b>Post Implementation Support Deliverables</b>	13-Post Implementation Support				
Phase 1 Post Implementation Support		PS01	M7PMT-1		
<b>Project Management Deliverables</b>	1-Project Management				
Milestone Report 7: Budget Preparation Acceptance		PM12	M7PMT-1	100.00%	\$283,377.54
<b>Milestone 7 Total Payments</b>				<b><u>100.00%</u></b>	<b><u>\$283,377.54</u></b>
<b>Milestone 8: Phase 2 Agency Implementation Planning &amp; Organization</b>					
<b>Implementation Deliverables</b>	12-Implementation and Change Management Assistance				
Agency Implementation and Change Management Assessment		IM15	M8PMT-1		
Agency Implementation and Change Management Plans for All Agencies		IM16	M8PMT-1	30.00%	\$1,019,640.36
Agency Implementation Guide		IM17	M8PMT-2	40.00%	\$1,359,520.47
<b>Project Management Deliverables</b>	1-Project Management				
End User Readiness Assessment		PM13	M8PMT-3		
Milestone Report 8: Agency Implementation Planning and Organization		PM14	M8PMT-3	30.00%	\$1,019,640.36
<b>Milestone 8 Total Payments</b>				<b><u>100.00%</u></b>	<b><u>\$3,398,801.19</u></b>
<b>Milestone 9: ERP Core Development and Configuration Complete</b>					
<b>Technical Services Deliverables</b>	2-Technical Services				

Phase/Milestone-Deliverable	Task	Deliverable Number	Payment ID	Percent of Total Milestone Payments	
Completed System and Recovery Test Environment		T17	M9PMT-1		
Approved Security, Vulnerability and Penetration Test Plan		T18	M9PMT-1	15.00%	\$1,034,370.62
<b>Configuration and Development Deliverables</b>	4-Configuraton Management and Development				
Configuration and Development Inventory		CD06	M9PMT-2		
Unit Tested and Documented Configuration		CD07	M9PMT-2		
Unit Tested Site Specific Code		CD08	M9PMT-2		
Unit Tested and Documented Workflows		CD09	M9PMT-2		
Unit Tested and Documented Configuration		CD10	M9PMT-2		
<b>Data Conversion Deliverables</b>	5-Data Conversion				
Unit Tested Data Conversion Programs		D07	M9PMT-2	45.00%	\$3,103,111.87
<b>Interfaces Deliverables</b>	7-Interfaces				
Completed and Tested State Transportation System Integration		I05	M9PMT-3		
Completed and Tested HRMN Integration		I06	M9PMT-3		
Completed and Tested Procurement Integration		I07	M9PMT-3		
Completed and Tested Disbursement Integration		I08	M9PMT-3		
Completed and Tested Banking, Credit Card Processor, and Other Financial Interfaces with External Parties		I09	M9PMT-3		
Completed and Tested EDI Interfaces		I10	M9PMT-3		
Other Interfaces - Tested Programs		I11	M9PMT-3	15.00%	\$1,034,370.62
<b>Reports Deliverables</b>	6-MIDB, Reporting, and Transparency & Accountability Website				
Tested and Approved MIDB Changes	moved to M12	R09	M9PMT-4		
Tested and Approved MIDB Reports	moved to M12	R10	M9PMT-4		
Tested and Approved Reports for Production ERP	moved to M12	R11	M9PMT-4		

Phase/Milestone-Deliverable	Task	Deliverable Number	Payment ID	Percent of Total Milestone Payments	
Tested and Approved CAFR Reports/Publication	moved to M12	R12	M9PMT-4		
Tested and Approved Transparency & Accountability Website	moved to M12	R13	M9PMT-4	0.00%	\$0.00
<b>System and Recovery Test Deliverables</b>	8-System and Recovery Testing				
System and Recovery Test Plan		ST04	M9PMT-5		
Approved and Loaded System and Recovery Test Environment		ST05	M9PMT-5		
<b>Training Deliverables</b>	11-Training and Knowledge Transfer				
End User Training Needs Assessment		TK14	M9PMT-5		
End User Training Plan		TK15	M9PMT-5		
End User Training Curriculum		TK16	M9PMT-5	10.00%	\$689,580.42
<b>Project Management Deliverables</b>	1-Project Management				
Milestone Report 9: ERP Core Function Configuration and Development Complete		PM15	M9PMT-6	15.00%	\$1,034,370.62
<b>Milestone 9 Total Payments</b>				<b><u>100.00%</u></b>	<b><u>\$6,895,804.16</u></b>
<b>Milestone 10: ERP Core Function UAT Go/No Go</b>					
<b>Technical Services Deliverables</b>	2-Technical Services				
Completed Security, Vulnerability and Penetration Test Plan		T19	M10PMT-1		
Completed Security, Vulnerability, and Penetration Test		T20	M10PMT-1		
Completed Performance Testing and Tuning Plan		T21	M10PMT-1		
Completed Performance Testing and Tuning		T22	M10PMT-1		
Performance Testing and System Tuning Procedures		T23	M10PMT-1		
Completed User Acceptance Test Environment		T24	M10PMT-1		
Production and Production QA Environments		T25	M10PMT-1	15.00%	\$679,194.30
<b>Systems and Recovery Test Deliverables</b>	8-System and Recovery Testing				
Approved System and		ST06	M10PMT-2		

Phase/Milestone-Deliverable	Task	Deliverable Number	Payment ID	Percent of Total Milestone Payments	
Recovery Test Outcomes					
<b>Data Conversion Deliverables</b>	5-Data Conversion				
Approved Mock Conversion		D08	M10PMT-2		
<b>User Acceptance Test Deliverables</b>	9-User Acceptance Testing Assistance				
User Acceptance Test Training		U05	M10PMT-2		
User Acceptance Test Plan and Scripting Assistance		U06	M10PMT-2		
User Acceptance Test Environment and Data		U07	M10PMT-2	50.00%	\$2,263,981.01
<b>Documentation Deliverables</b>	10-Documentation				
Online Help		DC07	M10PMT-3		
<b>Reports Deliverables</b>	6-MIDB, Reporting, and Transparency & Accountability Website				
Report Distribution System Installed, Configured, and Ready for Implementation	moved to M12	R14	M10PMT-3		
<b>Training Deliverables</b>	11-Training and Knowledge Transfer	TK00	M10PMT-3		
Computer Based Training (CBT) Designs		TK17	M10PMT-3		
Unit Tested Computer Based (CBT) Training		TK18	M10PMT-3		
<b>Implementation Deliverables</b>	12-Implementation and Change Management Assistance				
Completed and Approved Agency Implementation and Agency Change Management Assistance		IM18	M10PMT-3		
Implementation Cutover Plan		IM19	M10PMT-3		
Implementation Checklist		IM20	M10PMT-3		
Production Job Schedule		IM21	M10PMT-3		
Approved Batch jobs on Job Scheduler		IM22	M10PMT-3	20.00%	\$905,592.40
<b>Project Management Deliverables</b>	1-Project Management				
Milestone Report 10: ERP Core Function UAT Go/No Go		PM16	M10PMT-4	15.00%	\$679,194.30
<b>Milestone 10 Total Payments</b>				<b><u>100.00%</u></b>	<b><u>\$4,527,962.02</u></b>

Phase/Milestone-Deliverable	Task	Deliverable Number	Payment ID	Percent of Total Milestone Payments	
<b>Milestone 11: Core Implementation Go/No Go</b>					
<b>User Acceptance Test Deliverables</b>	9-User Acceptance Test Assistance				
User Acceptance Test Assistance		U08	M11PMT-1		
<b>Documentation Deliverables</b>	10-Documentation				
User Documentation		DC08	M11PMT-1		
Technical Documentation		DC09	M11PMT-1		
Operations Documentation		DC10	M11PMT-1		
System Management Guide		DC10a	M11PMT-1		
Security Administration Documentation		DC11	M11PMT-1		
Workflow Administration Documentation		DC12	M11PMT-1	20.00%	\$775,592.40
<b>Training Deliverables</b>	11-Training and Knowledge Transfer				
End User Training Materials		TK19	M11PMT-2		
End User Training Environment/Data		TK20	M11PMT-2	10.00%	\$387,796.20
Trained State Trainers		TK21	M11PMT-3		
End User Training Assistance		TK22	M11PMT-3		
Completed and Approved Technical and Operations Personnel Training/Knowledge Transfer Documentation Sign-Off		TK23	M11PMT-3		
Completed and Approved Knowledge Transfer for Security, Workflow, and other Administrators Documentation Sign-Off		TK24	M11PMT-3	20.00%	\$775,592.40
<b>Implementation Deliverables</b>	12-Implementation and Change Management Assistance				
Approved Production and QA Environments		IM23	M11PMT-4		
Completed and Approved Agency Implementation and Agency Change Management Assistance		IM24	M11PMT-4		
Help Desk Plan		IM25	M11PMT-4		
Help Desk Implementation Assistance		IM26	M11PMT-4	30.00%	\$1,163,388.61

Phase/Milestone-Deliverable	Task	Deliverable Number	Payment ID	Percent of Total Milestone Payments	
<b>Project Management Deliverables</b>	1-Project Management				
Milestone Report 11: Core Implementation Go/No Go		PM17	M11PMT-5	20.00%	\$775,592.40
<b>Milestone 11 Total Payments</b>				<b><u>100.00%</u></b>	<b><u>\$3,877,962.02</u></b>
<b>Milestone 12: Reporting</b>					
MIDB Design		R02	M12PMT-1	5.00%	\$100,000.00
MIDB Report Designs		R03	M12PMT-2	5.00%	\$100,000.00
Report Designs for Production ERP		R04	M12PMT-3	5.00%	\$100,000.00
CAFR Report and Publication Design		R05	M12PMT-4	5.00%	\$100,000.00
Transparency & Accountability Website Design		R06	M12PMT-5	5.00%	\$100,000.00
Tested and Approved Budget Preparation Reports		R07	M12PMT-6	20.00%	\$400,000.00
Report Distribution System Installed, Configured, and Ready for implementation		R08	M12PMT-7	20.00%	\$400,000.00
Tested and Approved MIDB Changes		R09	M12PMT-8	5.00%	\$100,000.00
Tested and Approved MIDB Reports		R10	M12PMT-9	5.00%	\$100,000.00
Tested and Approved Reports for Production ERP		R11	M12PMT-10	10.00%	\$200,000.00
Tested and Approved CAFR Reports/Publication		R12	M12PMT-11	5.00%	\$100,000.00
Tested and Approved Transparency & Accountability Website		R13	M12PMT-12	5.00%	\$100,000.00
Report Distribution System Installed, Configured, and Ready for Implementation		R14	M12PMT-13	5.00%	\$100,000.00
<b>Milestone 12 Total Payments</b>				<b><u>100.00%</u></b>	<b><u>\$2,000,000.00</u></b>
<b>Milestone 13: Core Acceptance</b>					
<b>Implementation Deliverables</b>	12-Implementation and Change Management Assistance				
Completed Production Turnover		IM27	M13PMT-1		

Phase/Milestone-Deliverable	Task	Deliverable Number	Payment ID	Percent of Total Milestone Payments	
Converted Data in Production Environment		IM28	M13PMT-1		
<b>Project Management Deliverables</b>	1-Project Management				
Milestone Report 13: Core Acceptance		PM18	M13PMT-1	100.00%	\$4,418,441.54
<b>Milestone 13 Total Payments</b>				<b><u>100.00%</u></b>	<b><u>\$4,418,441.54</u></b>
<b>Post Implementation Support Through September 30, 2017</b>					
1st Calendar Quarter Period	13-Post Implementation Support	PS03	PIPMT-1	20.00%	\$745,054.15
2nd Calendar Quarter Period		PS04	PIPMT-2	20.00%	\$745,054.15
3rd Calendar Quarter Period		PS05	PIPMT-3	20.00%	\$745,054.15
4th Calendar Quarter Period		PS06	PIPMT-4	20.00%	\$745,054.15
Upgrade to Latest Release		PS07	PIPMT-5	20.00%	\$745,054.15
<b>Total Post Implementation Payments</b>				<b><u>100.00%</u></b>	<b><u>\$3,725,270.77</u></b>
<b>Total Project Payments</b>					<b><u>\$40,420,738.00</u></b>

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

**CHANGE NOTICE NO. 8**  
 to  
**CONTRACT NO. 071B1300071**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
IBM Corporation New Orchard Drive Armonk, NY 10504-1722	Yogi Saxena	<a href="mailto:yzsaxena@us.ibm.com">yzsaxena@us.ibm.com</a>
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(517) 377-3735	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Ken Crawford	(517) 241-3472	<a href="mailto:crawfordk3@michigan.gov">crawfordk3@michigan.gov</a>
BUYER	DTMB	Barb Suska	(517) 284-7026	<a href="mailto:Suskab2@michigan.gov">Suskab2@michigan.gov</a>

CONTRACT SUMMARY:			
DESCRIPTION: <b>Software Maintenance and Support</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2010	September 30, 2013	5, 1 Yr. Options	September 30, 2016
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:		
\$0.00		\$42,116,450.00		
<b>Effective November 24, 2014, the attached Ordering Document Modifications to the Software and Services Special Option (SSSO) are hereby incorporated into the contract. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement and DTMB Procurement approval.</b>				

This November 2014 Ordering Document ("Ordering Document") is effective when signed by all parties and provides special options with respect to the terms of the Software and Services Special Option (the "Agreement"), dated as of September 29, 2010 and any changes thereto, agreed to prior to the execution of this Ordering Document. Capitalized terms used in this Ordering Document, the definitions for which are not found in this Ordering Document, are defined in the Agreement or the applicable Associated Document(s).

1. This Ordering Document, which starts on November 30, 2014 ("Start Date"), shall remain in effect up to and including November 30, 2017 ("End Date"), unless earlier terminated as provided in the Agreement. This Ordering Document applies only to the products described herein.

The IBM IPAA Attachment for Token Fixed Term Licensing ("IPAA-TL"), is attached hereto as Attachment A.

## 2. "Eligible Programs"

The Programs that qualify for the terms of this Ordering Document ("Eligible Programs") are the Programs listed on the Product List (Schedule A9) which is attached to and made part of this Ordering Document (the "Listed Programs"), and the Schedule B9 for Fixed Term Token Licensing and the Supplement 1 for Token Flexibility Enhancement.

Included in the Total Charges for the Listed Programs are charges for any applicable S&S for the Listed Programs and such S&S has a coverage period as stated in Schedule A9.

## 3. "Charges"

The Ordering Document Charges will be invoiced to the State of Michigan and are due on or before the following dates:

November 30, 2014:	U.S. \$5,275,433.71
May 1, 2015:	U.S. \$604,492.35
October 1, 2015:	U.S. \$789,317.04
October 1, 2016:	U.S. \$2,925,679.43
Total Charges Due:	U.S. \$9,594,922.53

The Total Charges do not include any additional amounts incurred pursuant to the Section of this Agreement entitled "Eligible Use of Programs".

## 4. "Additional Funds"

The additional funds ("Additional Funds") included within this Ordering Document are a cumulative amount of \$141,950 to be used towards the acquisition of IBM Program related Services or IBM Software Group Conference registration fees. You may use the Additional Funds to acquire software related services from IBM at mutually agreed prices, provided such agreed prices are within IBM's then-current established relative selling prices for such products and services.

When you elect to use Additional Funds:

(a) to acquire Services, such Services will be provided pursuant to a Statement of Work agreed to by the parties and issued under an IBM Customer Agreement or any equivalent agreement in effect between us; and

(b) to authorize IBM to pay for IBM Software Group Conference invoices dated prior to June 30, 2015, you agree to present IBM your written consent for such payment.

Any unused amount of the Additional Funds that you do not use prior to the earlier of September 30, 2017 and the date of termination of this Agreement cannot be refunded to you or carried forward into any future period and will automatically be forfeited.

Any travel and living expenses associated with the provision of the Additional Funds, as well as any taxes applicable to the Additional Funds are in addition to any charges for Additional Funds. IBM will invoice you for such charges and you agree to pay such charges.

**5. "Subscription and Support for Enterprise Programs":**

*Paragraph 4 in the June 2014 Ordering Document, signed 6-30-2014, is replaced in its entirety with the following:*

The S&S renewal prices in this section are optional and are available to you provided that (i) you renew S&S for all the Active Use Existing and Active Use Entitlement quantities for all Enterprise Programs; (ii) your S&S has not lapsed; (iii) S&S is made generally available for the affected Program(s) (e.g., S&S has not been withdrawn); and (iv) S&S is ordered directly from IBM by providing written authorization to IBM (e.g. order form, order letter, purchase order) at least thirty (30) days prior to the beginning of the applicable S&S Coverage Period. IBM reserves the right to annually increase the annual fee charged for S&S up to a maximum of 5% for inflationary purposes.

You and IBM agree to use the prior year December Not Seasonally Adjusted, Consumer Price Index, as published in the Summary Data from the Consumer Price Index News Release by the Bureau of Labor Statistics, U.S. Department of Labor, and For All Urban Consumers for purposes of determining actual Inflationary Adjustment.

In the event such Price Index is no longer published or its content and format is substantially changed, you and IBM will substitute another comparable index published at least annually by a mutually agreeable source. If the Bureau of Labor Statistics merely redefines the base year for the Price Index from 1982-84 to another year, you and IBM will continue to use the Price Index, but will convert the Base Year Index to the new base year by using an appropriate conversion formula.

IBM will notify you of any such increase prior to the effective date of the renewal period start date.

If you elect not to renew S&S for all Enterprise Programs, IBM's standard S&S renewal policies and pricing apply.

The table below provides the price for the Active Use Entitlement for the Enterprise Programs listed on Schedule A. The price does not include S&S coverage for the Active Use Existing quantities.

**S&S for Enterprise Programs**

S&S Coverage Period	S&S Price
October 1, 2017 – September 30, 2018	U.S. \$981,529.60
October 1, 2018 – September 30, 2019	U.S. \$981,529.60

6. Schedule A4 from Amendment No. 4 "Attachment for Eligible Programs" is modified as follows:

Remove the following from Category B, Subscription & Support for Installed Licenses effective 11/30/2014:

Part Number	Description	Quantity
E04PLLL	IBM INFOSPHERE DATASTAGE FOR NON-PRODUCTION ENVIRONMENTS PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	400
E04PJLL	IBM INFOSPHERE DATASTAGE PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	400
E04PSLL	IBM INFOSPHERE INFORMATION ANALYZER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	400
E08RLLL	IBM INFOSPHERE INFORMATION ANALYZER WORKBENCH CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1
E04PQLL	IBM INFOSPHERE QUALITYSTAGE PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	400
E04PYLL	IBM INFOSPHERE QUALITYSTAGE FOR NON-PRODUCTION ENVIRONMENTS PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	400
E04NZLL	IBM INFOSPHERE DATASTAGE AND QUALITYSTAGE DESIGNER CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	10
E04NZLL	IBM INFOSPHERE DATASTAGE AND QUALITYSTAGE DESIGNER CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	15
E02BSLL	IBM Infosphere Data Architect Floating User Annual SW Subscription & Support Renewal	10
E0DEALL	IBM INFOSPHERE BUSINESS GLOSSARY WORKGROUP EDITION AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	4
E0DE8LL	IBM INFOSPHERE BUSINESS GLOSSARY WORKGROUP EDITION PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	200
E0DE6LL	IBM INFOSPHERE BUSINESS GLOSSARY WORKGROUP EDITION FOR NON PRODUCTION ENVIRONMENTS PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	200
E0DDWLL	IBM INFOSPHERE BUSINESS GLOSSARY ANYWHERE WORKGROUP EDITION PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	200
E0DDYLL	IBM INFOSPHERE BUSINESS GLOSSARY ANYWHERE WORKGROUP EDITION FOR NON PRODUCTION ENVIRONMENTS PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	200
E0BSLL	IBM INFOSPHERE METADATA WORKBENCH WORKGROUP EDITION AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	4

7. Schedule A6 from Amendment No. 6 "Attachment for Eligible Programs" is modified as follows:

Remove the following from Category A, New Licenses effective 11/30/2014:

Part Number	Description	Quantity
D03TLL	IBM INFOSPHERE DATASTAGE PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT	400
D03TVLL	IBM INFOSPHERE DATASTAGE FOR NON-PRODUCTION ENVIRONMENTS PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT	200

8. Schedule A8 from the June 2014 Ordering Document "Attachment for Eligible Programs" is modified as follows:

Remove the following from Category A, New Licenses effective 11/30/2014:

Part Number	Description	Quantity
D0NJGLL	IBM INFOSPHERE BUSINESS GLOSSARY WORKGROUP EDITION AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT	1
D0IQ7LL	IBM INFOSPHERE METADATA WORKBENCH WORKGROUP EDITION AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT	1

#### 9. Payment

Notwithstanding the terms of this Ordering Document or our prior practice, payment is not contingent upon issuance of a Purchase Order. All approvals required to issue payment have been obtained. Payment in full is due upon receipt of invoice and payable within 45 days. The bill to, ship to addresses along with specific ordering information and amounts due under this Ordering Document are included herein or in other documents related hereto. Subject to your termination rights in the Agreement, this order is firm and irrevocable.

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The prices and terms of this Ordering Document must be agreed to and signed by you by December 15, 2014 or it is void.

The parties agree that this Ordering Document, including all Associated Documents, is the complete agreement between us and replaces any prior oral and/or written communications between us concerning this subject matter. By signing below, the parties agree to the terms of this Ordering Document and the Associated Documents. If there is a conflict among terms of this Ordering Document and those of the Associated Documents, for the purposes of this Ordering Document, those of this Ordering Document prevail.

Agreed to:  
State of Michigan

Agreed to:  
International Business Machines Corporation

By \_\_\_\_\_  
Authorized Signature

By Yogesh Saxena  
Authorized Signature

Name (type or print):

Name (type or print): Yogesh Saxena

Date:

Date: 11/19/14

Customer number: 7840125

Customer address: 320 W. Allegan  
Lansing, MI 48933

**Schedule A9: Attachment for Eligible Programs**

**Category A. New Licenses**

**Table 1A: IPAA Programs – Subscription and Support Coverage through 9/30/2017**

Part Number	Description	Quantity
D0LL1LL	IBM InfoSphere Master Data Management Individual Hub - Standard Edition for Non-Financial Services per Resource Value Unit License + SW Subscription & Support 12 Months	580
D0P4PLL	IBM InfoSphere Information Server for Data Integration Processor Value Unit (PVU) from IBM InfoSphere DataStage PVU Trade Up License + SW Subscription & Support 12 Months	800
D0P1JLL	IBM InfoSphere Information Server Enterprise Edition Processor Value Unit (PVU) from IBM InfoSphere Information Server for Data Integration PVU Trade Up License + SW Subscription & Support 12 Months	800
D0P38LL	IBM InfoSphere Information Server for Data Integration for Non-Production Environments Processor Value Unit (PVU) from IBM InfoSphere DataStage Non Prod PVU Trade Up License + SW Subscription & Support 12 Months	800
D0P48LL	IBM InfoSphere Information Server Enterprise Edition for Non-Production Environments Processor Value Unit (PVU) from IBM InfoSphere Information Server for Data Integration Non Prod PVU Trade Up License + SW Subscription & Support 12 Months	600

**Table 1B: IPAA Programs – Subscription and Support Coverage through 9/30/2016**

Part Number	Description	Quantity
D0P1LLL	IBM i2 Analyst's Notebook Premium Concurrent User License + SW Subscription & Support 12 Months	1
D56L1LL	IBM Security Directory Server Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	700
D56L1LL	IBM Security Directory Server Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	1,200
D0PMZLL	IBM Worklight Consumer Edition Application License + SW Subscription & Support 12 Months	2
D0V5JLL	IBM Security QRadar SIEM Event Capacity Pack Increase of 2.5K EPS Install License + SW Subscription & Support 12 Months	2
D0WRULL	IBM Security QRadar SIEM Flow Processor Software 17XX Install License + SW Subscription & Support 12 Months	1
D0WS6LL	IBM Security QRadar QFlow Collector Software 12XX Install License + SW Subscription & Support 12 Months	1
D0V5LLL	IBM Security QRadar SIEM Flow Capacity Pack Increase of 100K FPM Install License + SW Subscription & Support 12 Months	1
D0IUSLL	IBM SmartCloud Cost Management Enterprise per Install Lic + SW S&S 12 Mo	1
D0I8BLL	IBM SmartCloud Cost Management Enterprise per Resource Value Unit Lic + SW S&S 12 Mo	200

**Table 1C: IPAA Programs – Subscription and Support Coverage through 11/30/2015**

Part Number	Description	Quantity
D0ELLLL	IBM SPSS Advanced Statistics Concurrent User License + SW Subscription & Support 12 Months	6
D0ELQLL	IBM SPSS Statistics Base Concurrent User License + SW Subscription & Support 12 Months	12
D0ELULL	IBM SPSS Custom Tables Concurrent User License + SW Subscription & Support 12 Months	6

Schedule A8, Table 2: Enterprise Programs, from the June 2014 Ordering Document, signed 6-30-2014, is replaced in its entirety with the following:

**Table 2: Enterprise Programs – Subscription and Support Coverage through 9/30/2017**

Part Number	Description	Quantity
D55WJLL	IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	Enterprise
D55W8LL	IBM WebSphere Application Server Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	Enterprise
D093YLL	IBM Security Identity and Access Assurance User Value Unit License + SW Subscription & Support 12 Months	Enterprise
D61VSLL	IBM Security Identity Manager Application Edition User Value Unit License + SW Subscription & Support 12 Months	Enterprise
D0P42LL	IBM InfoSphere Information Server Enterprise Edition for Non-Production Environments Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	Enterprise
D0P1DLL	IBM InfoSphere Information Server Enterprise Edition Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	Enterprise

\* Prior to the earlier of the September 15, 2017 or the termination of the Agreement (the "Calculation Date") any Eligible Program identified on Schedule A9 as an "Enterprise Program" may be deployed within your Enterprise without limitation as to the license quantity only if such program: (i) is actively deployed by you for production or development or both (i.e., no "stockpiling" of licenses); (ii) is deployed on machines you own or lease and operate within your Enterprise ("Active Use"); (iii) is for use in the State of Michigan's Department of Community Health in support of applications for the State of Michigan and the State of Illinois; and (iv) is for use in all other departments within the State of Michigan with the exception of support for the State of Michigan's Enterprise Resource Planning (ERP) program.

"Active Use Quantity" means the quantity of licenses in Active Use.

"Active Use Existing" quantity means the quantity of licenses in Active Use as stated in Table 3 below as 22,820 PVU's of Program E025SLL, 9,220 PVU's of Program E025QLL, 24,500 UVUS's of E06WHLL, 800 PVU's of E0DKILL and 600 PVU's of E0DLDLL.

On the Calculation Date the quantity of licenses of Enterprise Programs acquired under this Ordering Document ("Active Use Entitlement") will be established by subtracting license quantities which were not acquired under this Ordering Document, Active Use Existing quantity, from the Active Use Quantity.

For example, if you acquired 2 copies of Program X under Passport Advantage in advance of the signing of this Ordering Document and those copies are in Active Use prior to the Start Date, and you have 10 copies of Program X in Active Use as of the Calculation Date, then IBM will issue a Proof of Entitlement to you for 8 copies of Program X.

To complete the Active Use Verification, you must provide to IBM a detailed report of deployment and use using the templates IBM provides to you ("Active Use Verification Report"). The reports must be certified as complete and accurate by one of your officers and one of your financial auditor's officers. Further, the report must include supporting documentation sufficient to allow IBM to reasonably determine the factual and analytical basis of such report and its conclusions.

In addition to the Active Use Verification, you must also submit a copy of the Active Use Verification Report to IBM in June, 2015 and June, 2016 prior to the Calculation Date with the Active Use Quantity and Active Use Existing quantity of each Enterprise Program at that point in time.

IBM may notify you that as an alternative to or in addition to your Active Use Verification Report, IBM will independently verify your deployment and usage. If IBM conducts an independent Active Use Verification, IBM may use a third party independent auditor to either perform or assist with the Active Use Verification provided that IBM has a written confidentiality agreement in place with such auditor. The

Active Use Verification will be conducted in a manner that minimizes disruption to your business and may be conducted on your premises during normal business hours.

Each party is responsible for and will pay its own costs for the Active Use Verification.

For purposes of Enterprise Programs, "Enterprise" shall mean any legal entity within the United States which you own, by more than 50% as of the Start Date and does not include any future business entities or assets of business entities which become part of your Enterprise through merger or acquisition activity after the Start Date of this Ordering Document. Active Use Existing licenses may not be transferred or deployed outside of your Enterprise.

For Enterprise Programs which require a license key, IBM will provide an initial quantity of keys. If prior to the Calculation Date you require additional license keys you must request such additional keys by notifying IBM in writing of the amount of such additional keys you require. IBM will provide such additional license keys.

In the event of a conflict between this Ordering Document and any POE issued prior to the Calculation Date, this Ordering Document shall prevail as the governing document.

For a period of one year after the Calculation Date, if you elect to renew S&S for the Enterprise Programs you must renew S&S for the entire Active Use Quantity.

For Enterprise Programs with a PVU licensing metric, if virtualization technology is used to limit the processor capacity available for use with the Enterprise Program to less than all the activated processor cores on the server(s) you agree to the terms for Programs in a Virtualization Environment of the International Passport Advantage Agreement.

For a period of 24 months following the End Date or Termination Date, as applicable, you are prohibited from using the sub-capacity pricing for any Enterprise Program which was identified in the Active Use Verification as not being used with virtualization technology.

**Active Use Report Example (sample)**

Part Number	Program Description	Licensing metric	Virtualization Technology Used Yes/No	Active Use Quantity	Active Use Existing Quantity
D51ADLL	XL-C for AIX	Authorized user	No	10	5
D08GPLL	Forms Designer	Authorized user	No	100	0
D55WJLL	WAS-ND	PVU	Yes	90	0

**Table 3: IPAA Program Reinstatements – Subscription and Support Coverage through 11/30/2015**

Part Number	Site Number	Description	Quantity
D0EJ8LL	7020883	IBM SPSS Statistics Base Authorized User SW Subscription & Support Reinstatement 12 Months	4
D0EJ8LL	7020883	IBM SPSS Statistics Base Authorized User SW Subscription & Support Reinstatement 12 Months	1

Category B. Existing Licenses

Table 1: IPAA Programs – Subscription and Support Coverage as stated below:

Part Number	Description	Quantity	S&S Coverage From	S&S Coverage To
E025SLL	IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	Enterprise*	7/1/2017	9/30/2017
E025QLL	IBM WebSphere Application Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	Enterprise*	7/1/2017	9/30/2017
E025QLL	IBM WebSphere Application Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	2820	10/1/2016	9/30/2017
E025QLL	IBM WebSphere Application Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	6400	10/1/2016	9/30/2017
E025SLL	IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	22820	10/1/2016	9/30/2017
E06WHLL	IBM Security Identity and Access Assurance User Value Unit Annual SW Subscription & Support Renewal 12 Months	24500	10/1/2016	9/30/2017
E09PJLL	IBM SPSS Regression Concurrent User Annual SW Subscription & Support Renewal	1	10/1/2014	9/30/2015
E09PILL	IBM SPSS Conjoint Concurrent User Annual SW Subscription & Support Renewal	1	10/1/2014	9/30/2015
E09PQLL	IBM SPSS Categories Concurrent User Annual SW Subscription & Support Renewal	1	10/1/2014	9/30/2015
E09PULL	IBM SPSS Advanced Statistics Concurrent User Annual SW Subscription & Support Renewal	1	10/1/2014	9/30/2015
E09PWLL	IBM SPSS Statistics Base Concurrent User Annual SW Subscription & Support Renewal	9	10/1/2014	9/30/2015
E09PYLL	IBM SPSS Custom Tables Concurrent User Annual SW Subscription & Support Renewal	1	10/1/2014	9/30/2015
E09Q5LL	IBM SPSS Forecasting Concurrent User Annual SW Subscription & Support Renewal	1	10/1/2014	9/30/2015
E09PSLL	IBM SPSS Bootstrapping Concurrent User Annual SW Subscription & Support Renewal	1	9/1/2015	9/30/2015
E09QBLL	IBM SPSS Decision Trees Concurrent User Annual SW Subscription & Support Renewal	1	9/1/2015	9/30/2015
E09PVLL	IBM SPSS Advanced Statistics Authorized User Annual SW Subscription & Support Renewal	10	7/1/2015	9/30/2015
E09NNLL	IBM SPSS Statistics Base Authorized User Annual SW Subscription & Support Renewal	9	7/1/2015	9/30/2015
E09PPLL	IBM SPSS Complex Samples Authorized User Annual SW Subscription & Support Renewal	10	7/1/2015	9/30/2015
E09Q7LL	IBM SPSS Forecasting Authorized User Annual SW Subscription & Support Renewal	10	7/1/2015	9/30/2015
E09PKLL	IBM SPSS Regression Authorized User Annual SW Subscription & Support Renewal	10	7/1/2015	9/30/2015
E09NNLL	IBM SPSS Statistics Base Authorized User Annual SW Subscription & Support Renewal	3	2/1/2015	9/30/2015
E0DQTLL	IBM I2 Analyst's Notebook Concurrent User Annual SW Subscription & Support Renewal 12 Months	2	10/1/2014	9/30/2016
E1AHNLL	IBM XL C/C++ for AIX Authorized User Annual SW Subscription & Support Renewal	3	10/1/2014	9/30/2016
E063QLL	IBM Cognos Impromptu User Authorized User Annual SW Subscription & Support Renewal	6	5/1/2015	9/30/2016
E0DQTLL	IBM I2 Analyst's Notebook Concurrent User Annual SW Subscription & Support Renewal 12 Months	3	8/1/2014	5/31/2015
E0DQTLL	IBM I2 Analyst's Notebook Concurrent User Annual SW Subscription & Support Renewal 12 Months	8	7/1/2015	9/30/2016
E0DQTLL	IBM I2 Analyst's Notebook Concurrent User Annual SW Subscription & Support Renewal 12 Months	5	4/1/2015	9/30/2016
E09PKLL	IBM SPSS Regression Authorized User Annual SW Subscription & Support Renewal	1	10/1/2014	9/30/2015

Part Number	Description	Quantity	S&S Coverage From	S&S Coverage To
E09PJLL	IBM SPSS Regression Concurrent User Annual SW Subscription & Support Renewal	2	10/1/2014	9/30/2015
E09PULL	IBM SPSS Advanced Statistics Concurrent User Annual SW Subscription & Support Renewal	5	10/1/2014	9/30/2015
E09PWLL	IBM SPSS Statistics Base Concurrent User Annual SW Subscription & Support Renewal	2	10/1/2014	9/30/2015
E09Q0LL	IBM SPSS Data Preparation Concurrent User Annual SW Subscription & Support Renewal	5	10/1/2014	9/30/2015
E09Q5LL	IBM SPSS Forecasting Concurrent User Annual SW Subscription & Support Renewal	2	10/1/2014	9/30/2015
E09PJLL	IBM SPSS Regression Concurrent User Annual SW Subscription & Support Renewal	3	10/1/2014	9/30/2015
E09PWLL	IBM SPSS Statistics Base Concurrent User Annual SW Subscription & Support Renewal	3	10/1/2014	9/30/2015
E09Q5LL	IBM SPSS Forecasting Concurrent User Annual SW Subscription & Support Renewal	3	10/1/2014	9/30/2015
E09NNLL	IBM SPSS Statistics Base Authorized User Annual SW Subscription & Support Renewal	13	10/1/2014	9/30/2015
E09PKLL	IBM SPSS Regression Authorized User Annual SW Subscription & Support Renewal	13	10/1/2014	9/30/2015
E09PVLL	IBM SPSS Advanced Statistics Authorized User Annual SW Subscription & Support Renewal	12	10/1/2014	9/30/2015
E09PXL	IBM SPSS Custom Tables Authorized User Annual SW Subscription & Support Renewal	9	10/1/2014	9/30/2015
E09QSLL	IBM SPSS Amos Authorized User Annual SW Subscription & Support Renewal	8	10/1/2014	9/30/2015
E09PJLL	IBM SPSS Regression Concurrent User Annual SW Subscription & Support Renewal	1	11/1/2014	9/30/2015
E09PULL	IBM SPSS Advanced Statistics Concurrent User Annual SW Subscription & Support Renewal	1	11/1/2014	9/30/2015
E09PWLL	IBM SPSS Statistics Base Concurrent User Annual SW Subscription & Support Renewal	5	11/1/2014	9/30/2015
E09PVLL	IBM SPSS Custom Tables Concurrent User Annual SW Subscription & Support Renewal	1	11/1/2014	9/30/2015
E09PULL	IBM SPSS Advanced Statistics Concurrent User Annual SW Subscription & Support Renewal	1	6/1/2015	9/30/2015
E09PWLL	IBM SPSS Statistics Base Concurrent User Annual SW Subscription & Support Renewal	4	1/1/2015	9/30/2015
E09PWLL	IBM SPSS Statistics Base Concurrent User Annual SW Subscription & Support Renewal	1	9/1/2014	9/30/2015
E09NNLL	IBM SPSS Statistics Base Authorized User Annual SW Subscription & Support Renewal	1	9/1/2014	9/30/2015
E09NNLL	IBM SPSS Statistics Base Authorized User Annual SW Subscription & Support Renewal	1	3/1/2015	9/30/2015
E09NNLL	IBM SPSS Statistics Base Authorized User Annual SW Subscription & Support Renewal	1	1/1/2015	9/30/2015

Table 1 Continued: IPAA Programs – Subscription and Support Coverage as stated below:

Part Number	Description	Quantity	S&S Coverage From	S&S Coverage To
E01MJLL	IBM RATIONAL APPLICATION DEVELOPER FOR WEBSPHERE SOFTWARE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	3	10/1/2016	11/30/2017
E01MJLL	IBM RATIONAL APPLICATION DEVELOPER FOR WEBSPHERE SOFTWARE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	2	10/1/2016	11/30/2017
E01MJLL	IBM RATIONAL APPLICATION DEVELOPER FOR WEBSPHERE SOFTWARE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	2	10/1/2016	11/30/2017
E01MJLL	IBM RATIONAL APPLICATION DEVELOPER FOR WEBSPHERE SOFTWARE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	5	10/1/2016	11/30/2017

	SUBSCRIPTION & SUPPORT RENEWAL			
E01MJLL	IBM RATIONAL APPLICATION DEVELOPER FOR WEBSPHERE SOFTWARE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	27	10/1/2016	11/30/2017
E01MJLL	IBM RATIONAL APPLICATION DEVELOPER FOR WEBSPHERE SOFTWARE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	12	10/1/2016	11/30/2017
E01MJLL	IBM RATIONAL APPLICATION DEVELOPER FOR WEBSPHERE SOFTWARE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	15	10/1/2016	11/30/2017
E01MJLL	IBM RATIONAL APPLICATION DEVELOPER FOR WEBSPHERE SOFTWARE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	3	10/1/2016	11/30/2017
E01MJLL	IBM RATIONAL APPLICATION DEVELOPER FOR WEBSPHERE SOFTWARE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	10/1/2016	11/30/2017
E01MJLL	IBM RATIONAL APPLICATION DEVELOPER FOR WEBSPHERE SOFTWARE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	25	10/1/2016	11/30/2017
E01MJLL	IBM RATIONAL APPLICATION DEVELOPER FOR WEBSPHERE SOFTWARE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	47	10/1/2016	11/30/2017
E01MJLL	IBM RATIONAL APPLICATION DEVELOPER FOR WEBSPHERE SOFTWARE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	12	10/1/2016	11/30/2017
E01MJLL	IBM RATIONAL APPLICATION DEVELOPER FOR WEBSPHERE SOFTWARE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	5	10/1/2016	11/30/2017

\* Enterprise quantities from the June 2014 Ordering Document  
 \*\*\* End of Schedule A9 \*\*\*

**Schedule B9: Attachment for Fixed Term Token Licensing**

This Schedule specifies certain Eligible Token Products that are subject to the Attachment for Fixed Term Token Licensing to the IBM International Passport Advantage Agreement (the "Attachment"). The term of this Schedule begins on November 30, 2014 and ends on November 29, 2017 (the "Fixed Term"). In the event you terminate, your right to continue to use the Eligible Token Products acquired hereunder for the duration of the Fixed Term shall survive and IBM is not obligated to issue a refund or credit to you.

**Table 1 - Token License**

Token License Term: From / To	Part Number	Description of Eligible Token Products	Number of Tokens
11/30/2014 to 11/29/2017	See Table 2	36 month Initial Fixed Term Token License and 36 months of S&S	8,000

**Table 2 – Token Part Numbers**

Part Number		Description of Eligible Token Products 36 month Initial Fixed Term Token License and S&S
Initial Token License	Subsequent Year Token S&S	
D0VQ2LL	E0FDZLL	IBM RATIONAL METHOD COMPOSER TOKEN INITL TOKEN LIC+S&S 36 MO
D0VQILL	E0FEFLL	IBM RATIONAL APPLICATION DEVELOPER FOR WEBSHERE SOFTWARE TOKEN INITL TOKEN LIC+S&S 36 MO
D0W3QLL	E0FSHLL	IBM RATIONAL ASSET MANAGER ENTERPRISE EDITION PUBLISHER TOKEN INITL TOKEN LIC+S&S 36 MO
D0VRNLL	E0FFKLL	IBM RATIONAL BUILD FORGE ACCESS TOKEN INITL TOKEN LIC+S&S 36 MO
D0YZTLL	E0H8ALL	IBM RATIONAL BUILD FORGE ADAPTOR TOOLKIT ENTERPRISE EDITION PER TOKEN FOR 36 MON INITIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 36 MONTHS
D0YWVLL	E0H8LLL	IBM RATIONAL BUILD FORGE ENTERPRISE EDITION PER TOKEN FOR 36 MON INITIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 36 MONTHS
D0YWVLL	E0H8CLL	IBM RATIONAL BUILD FORGE QUICKREPORT ENTERPRISE EDITION PER TOKEN FOR 36 MON INITIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 36 MONTHS
D0VP5LL	E0FD2LL	IBM RATIONAL CLEARCASE MULTISITE TOKEN INITL TOKEN LIC+S&S 36 MO
D0VNXLL	E0FCULL	IBM RATIONAL CLEARCASE TOKEN INITL TOKEN LIC+S&S 36 MO
D0VPLLL	E0FDILL	IBM RATIONAL CLEARQUEST MULTISITE TOKEN INITL TOKEN LIC+S&S 36 MO
D0VPDLL	E0FDALL	IBM RATIONAL CLEARQUEST TOKEN INITL TOKEN LIC+S&S 36 MO
D10C5LL	E0HW8LL	IBM RATIONAL DEVELOPER FOR AIX AND LINUX AIX COBOL EDITION PER TOKEN INITL FT LIC+S&S 36 MO
D10C4LL	E0HW7LL	IBM RATIONAL DEVELOPER FOR AIX AND LINUX C/C++ EDITION PER TOKEN INITL FT LIC+S&S 36 MO
D10C3LL	E0HW6LL	IBM RATIONAL DEVELOPER FOR RPG AND COBOL + MODERNIZATION TOOLS, JAVA EDITION PER TOKEN INITL FT LIC+S&S 36 MO
D0W1NLL	E0FQFLL	IBM RATIONAL DOORS FAMILY TOKEN INITIAL TOKEN LICENSE + SW SUBSCRIPTION & SUPPORT 36 MONTHS
D0VUGLL	E0FIALL	IBM RATIONAL DOORS NEXT GENERATION ANALYST PER TOKEN INITIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 36 MONTHS
D0VUPLL	E0FIILL	IBM RATIONAL DOORS NEXT GENERATION CONTRIBUTOR PER TOKEN INITIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 36 MONTHS
D0W8TLL	E0FVKLL	IBM RATIONAL ENGINEERING LIFECYCLE MANAGEMENT TOKEN INITL TOKEN LIC+S&S 36 MO
D0VVDLL	E0FJ7LL	IBM RATIONAL FOCAL POINT STAKEHOLDER TOKEN INITL TOKEN LIC+S&S 36 MO

Part Number		Description of Eligible Token Products 36 month Initial Fixed Term Token License and S&S
Initial Token License	Subsequent Year Token S&S	
D0VV5LL	E0FIZLL	IBM RATIONAL FOCAL POINT TEAM TOKEN INITL TOKEN LIC+S&S 36 MO
D0VUXLL	E0FIRLL	IBM RATIONAL FOCAL POINT TOKEN INITL TOKEN LIC+S&S 36 MO
D0VMBLL	E0FB8LL	IBM RATIONAL FUNCTIONAL TESTER TOKEN INITL TOKEN LIC+S&S 36 MO
D0W31LL	E0FR7LL	IBM RATIONAL INSIGHT STANDARD EDITION TOKEN INITL TOKEN LIC+S&S 36 MO
D0VR3LL	E0FF0LL	IBM RATIONAL PERFORMANCE TESTER EXTENSION FOR CITRIX PRESENTATION SERVER TOKEN INITL TOKEN LIC+S&S 36 MO
D0VQZLL	E0FEWLL	IBM RATIONAL PERFORMANCE TESTER EXTENSION TOKEN INITL TOKEN LIC+S&S 36 MO
D0VN4LL	E0FC1LL	IBM RATIONAL PERFORMANCE TEST PACK 1000 VIRTUAL TESTERS TOKEN INITL TOKEN LIC+S&S 36 MO
D1257LL	E0IQSLL	IBM RATIONAL PERFORMANCE TEST SERVER TOKEN INITIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 36 MONTHS
D0VR7LL	E0FF4LL	IBM RATIONAL PERFORMANCE TESTER EXTENSION FOR SOA TOKEN INITL TOKEN LIC+S&S 36 MO
D0VQRLL	E0FENLL	IBM RATIONAL PERFORMANCE TESTER TOKEN INITL TOKEN LIC+S&S 36 MO
D0W17LL	E0FPZLL	IBM RATIONAL PUBLISHING ENGINE TOKEN INITL TOKEN LIC+S&S 36 MO
D0W79LL	E0FW1LL	IBM RATIONAL PURIFYPLUS ENTERPRISE EDITION TOKEN INITL TOKEN LIC+S&S 36 MO
D0VU0LL	E0FHULL	IBM RATIONAL QUALITY MANAGER CONTRIBUTOR TOKEN INITL TOKEN LIC+S&S 36 MO
D0VTRLL	E0FHLLL	IBM RATIONAL QUALITY MANAGER QUALITY PROFESSIONAL TOKEN INITL TOKEN LIC+S&S 36 MO
D0VPULL	E0FDRLL	IBM RATIONAL REQUISITEPRO TOKEN INITL TOKEN LIC+S&S 36 MO
D0ZM9LL	E0HM4LL	IBM RATIONAL ROSE DATA MODELER TOKEN INITIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 36 MONTHS
D0ZMELL	E0HM9LL	IBM RATIONAL ROSE DEVELOPER FOR UNIX TOKEN INITIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 36 MONTHS
D0ZQ1LL	E0HNDLL	IBM RATIONAL ROSE ENTERPRISE TOKEN INITIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 36 MONTHS
D0ZN0LL	E0HMLLL	IBM RATIONAL ROSE FOR JAVA TOKEN INITIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 36 MONTHS
D0ZPWLL	E0HN8LL	IBM RATIONAL ROSE FOR VISUALSTUDIO TOKEN INITIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 36 MONTHS
D0ZQ8LL	E0HNILL	IBM RATIONAL ROSE MODELER TOKEN INITIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 36 MONTHS
D0W68LL	E0FV0LL	IBM RATIONAL SOFTWARE ARCHITECT EXTENSION FOR DESIGN MANAGEMENT TOKEN INITL TOKEN LIC+S&S 36 MO
D0W4VLL	E0FTMLL	IBM RATIONAL SOFTWARE ARCHITECT EXTENSION FOR C++ TOKEN INITL TOKEN LIC+S&S 36 MO
D0W5BLL	E0FU3LL	IBM RATIONAL SOFTWARE ARCHITECT EXTENSION FOR COMMUNICATIONS APPLICATIONS TOKEN INITL TOKEN LIC+S&S 36 MO
D0W5SLL	E0FUJLL	IBM RATIONAL SOFTWARE ARCHITECT EXTENSION FOR DEPLOYMENT AUTOMATION PLANNING TOKEN INITL TOKEN LIC+S&S 36 MO
D0W4ELL	E0FT6LL	IBM RATIONAL SOFTWARE ARCHITECT EXTENSION FOR INTEGRATED ARCHITECTURE FRAMEWORKS TOKEN INITL TOKEN LIC+S&S 36 MO
D0W53LL	E0FTVLL	IBM RATIONAL SOFTWARE ARCHITECT EXTENSION FOR SOA AND WEB APPLICATIONS TOKEN INITL TOKEN LIC+S&S 36 MO
D0VQALL	E0FE7LL	IBM RATIONAL SOFTWARE ARCHITECT FOR WEBSHERE SOFTWARE TOKEN INITL TOKEN LIC+S&S 36 MO
D0W5JLL	E0FUBLL	IBM RATIONAL SOFTWARE ARCHITECT SIMULATION TOOLKIT TOKEN INITL TOKEN LIC+S&S 36 MO
D0W46LL	E0FSYLL	IBM RATIONAL SOFTWARE ARCHITECT TOKEN INITL TOKEN LIC+S&S 36 MO
D0W4MLL	E0FTELL	IBM RATIONAL SOFTWAREARCHITECT EXTENSION FOR DEPLOYMENT PLANNING TOKEN INITL TOKEN LIC+S&S 36 MO
D0VZHLL	E0FN9LL	IBM RATIONAL SYSTEM ARCHITECT FOR DODAF ADD ON TOKEN INITL TOKEN LIC+S&S 36 MO

Part Number		Description of Eligible Token Products 36 month Initial Fixed Term Token License and S&S
Initial Token License	Subsequent Year Token S&S	
D0VZQLL	E0FNHLL	IBM RATIONAL SYSTEM ARCHITECT FOR DODAF WITH ABM ADD ON TOKEN INITL TOKEN LIC+S&S 36 MO
D0W0ELL	E0FP6LL	IBM RATIONAL SYSTEM ARCHITECT FOR FEA INTERFACE TOKEN INITL TOKEN LIC+S&S 36 MO
D0VYTLL	E0FMKLL	IBM RATIONAL SYSTEM ARCHITECT FOR IAF TOKEN INITL TOKEN LIC+S&S 36 MO
D0VZYLL	E0FNQLL	IBM RATIONAL SYSTEM ARCHITECT FOR MODAF ADD ON TOKEN INITL TOKEN LIC+S&S 36 MO
D0W06LL	E0FNYLL	IBM RATIONAL SYSTEM ARCHITECT FOR NAF ADD ON TOKEN INITL TOKEN LIC+S&S 36 MO
D1A9ILL	E0KCHLL	IBM RATIONAL SYSTEM ARCHITECT PUBLISHER ADD ON TOKEN INIT36MOTOKEN LIC+S&S12MO
D0VZ1LL	E0FMTLL	IBM RATIONAL SYSTEM ARCHITECT XT READ ONLY TOKEN INITL TOKEN LIC+S&S 36 MO
D0VZ9LL	E0FN1LL	IBM RATIONAL SYSTEM ARCHITECT XT READ WRITE TOKEN INITL TOKEN LIC+S&S 36 MO
D0VSYLL	E0FGULL	IBM RATIONAL TEAM CONCERT CONTRIBUTOR TOKEN INITL TOKEN LIC+S&S 36 MO
D0VTHLL	E0FHCLL	IBM RATIONAL TEAM CONCERT DEVELOPER FOR IBM ENTERPRISE PLATFORMS TOKEN INITL TOKEN LIC+S&S 36 MO
D0VSPLL	E0FGLLL	IBM RATIONAL TEAM CONCERT DEVELOPER TOKEN INITL TOKEN LIC+S&S 36 MO
D0VT8LL	E0FH4LL	IBM RATIONAL TEAM CONCERT STAKEHOLDER TOKEN INITL TOKEN LIC+S&S 36 MO
D125JLL	E0IR3LL	IBM RATIONAL TEST VIRTUALIZATION SERVER TOKEN INITIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 36 MONTHS
D15QCLL	E0JUSLL	IBM RATIONAL TEST WORKBENCH MOBILE TEST EDITION TOKEN INITIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 36 MONTHS
D0W6KLL	E0FVCLL	IBM RATIONAL TEST WORKBENCH TOKEN INITL TOKEN LIC+S&S 36 MO
D0VRWLL	E0FFTLL	IBM RATIONAL TESTER FOR SOA TOKEN INITL TOKEN LIC+S&S 36 MO
D12T6LL	E0J0VLL	IBM RATIONAL URBANCODE DEPLOY SESSION TOKEN INIT36MOTOKEN LIC+S&S12MO
D118NLL	E0IAKLL	IBM URBANCODE RELEASE TOKEN INITIAL 36 MONTH TOKEN LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS
D0VUKLL	E0FIELL	IBM RATIONAL DOORS NEXT GENERATION ANALYST FOR SYSTEM Z PER TOKEN INITIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 36 MONTHS
D17DCLL	E0K3PLL	IBM RATIONAL SYSTEM ARCHITECT TOKEN INIT36MOTOKEN LIC+S&S12MO
D1A6JLL	E0KBSLL	IBM RATIONAL SYSTEM ARCHITECT SIMULATOR III ADD ON TOKEN INIT36MOTOKEN LIC+S&S12MO
D1C08LL	E0KPUll	IBM MobileFirst Platform Quality Assurance Token Init36MoToken Lic+S&S12Mo

**Additional Terms for Measured Use Token Products**

The use of an Eligible Token Product that is listed in Table 3 ("Measured Use Token Product") is limited with respect to the number of Tokens available to it, as specified in Table 3, regardless of the total number of Tokens available for use.

The IBM Rational Key License Server, version 8.1.4, or later, ("RLKS") supports the capability to limit the number of Tokens available to a Measured Use Token Product. You agree to install and use version 8.1.4, or later, of RLKS. If you fail to use version 8.1.4, or later, of RLKS, you agree that you will not use a Measured Use Token Product or create a license key file that includes a Measured Use Token Product.

Prior to increasing the Token Limit to a Measured Use Token Product, you must first acquire additional Tokens for the Measured Use Token Product. IBM will provide an amendment to this agreement with an additional Schedule to reflect the additional Tokens licensed to you and corresponding Token Limit.

Table 3 – Measured Use Token Products

Part Number	Description of Measured Use Token Products	Token Value	Unit of Measure	Use Limit	Token Limit
D17DCLL	IBM RATIONAL SYSTEM ARCHITECT TOKEN INIT36MOTOKEN LIC+S&S12MO	9	FLOATING USER	20	180
D1A6JLL	IBM RATIONAL SYSTEM ARCHITECT SIMULATOR III ADD ON TOKEN INIT36MOTOKEN LIC+S&S12MO	14	FLOATING USER	5	70
D1C08LL	IBM MOBILE-FIRST PLATFORM QUALITY ASSURANCE TOKEN INIT36MOTOKEN LIC+S&S12MO	42	APPLICATION	15	630

\*\*\* End of Schedule B9 \*\*\*

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**ATTACHMENT A - IBM IPAA for Fixed Term Token Licensing**

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The terms of this Attachment for IBM Fixed Term Token Licensing ("Attachment") are in addition to those of your IBM International Passport Advantage Agreement, and govern the transaction when you obtain Eligible Token Products from IBM. The Customer Originating Company and each of the participating Enterprise companies accept the terms of this Attachment without modification.

**1. Definitions**

**Eligible Token Product** – A Product that is specified in Schedule B9 to this Agreement.

**Token** - A unit of value that is exchanged periodically via a license server (i.e., checked-in and checked-out) and can be expended toward use of Eligible Token Products that are specified in a Schedule to this Agreement. Each Eligible Token Product is assigned a Token Value that is specified in Exhibit 1 - Fixed Term Token Licensing Token Consumption Values to this Agreement.

**Token License** – A Fixed Term license to use the Eligible Token Products, which are specified in a Schedule, up to the total amount of Tokens authorized in your PoE(s). As long as the total amount of Tokens does not exceed the number authorized in your PoE(s), you may use at any one time one or more Token(s) for a single Eligible Token Product or any number of Tokens for any combination of the Eligible Token Products.

**Token Value** – The quantity of Tokens required to use an Eligible Token Product pursuant to a Token License.

**2. Authorizations**

- a. This Attachment grants you a Token License for the Eligible Token Products specified in a Schedule up to the number of Tokens authorized in your PoE(s).
- b. You must validly acquire the total number of Tokens associated with the Eligible Token Products.
- c. The number of Tokens being used at any given moment may not exceed the number of Tokens stated in your PoE(s).
- d. Prior to increasing or changing the mix of your Eligible Token Products, you must first acquire additional Tokens and execute an amendment to this Agreement.

**3. Additional Terms**

- a. Eligible Token Products may contain a disabling device that will prevent them from being used after the end of the Fixed Term. You agree not to tamper with this disabling device or the Eligible Token Products. You should take precautions to avoid any loss of data that might result when the Eligible Token Products can no longer be used.
- b. Token Licenses cannot be converted into perpetual licenses and do not entitle you to any option to purchase or discount towards a perpetual license. Should you wish to acquire any such perpetual licenses to the Program(s), contact your local sales representative.
- c. The terms of this Attachment do not alter any terms in the Eligible Token Product's International Program License Agreement, and your use of Eligible Token Products is subject to its terms.

## Exhibit 1 - Fixed Term Token Licensing Token Consumption Values

This Exhibit provides the Token Values of certain Eligible Token Products subject to the Attachment for Fixed Term Token Licensing to the IBM International Passport Advantage Agreement (the "Attachment") and this Agreement.

The following table lists the Token Values of certain Eligible Token Products.

Part Number	Description of Eligible Token Products	Token Value	Unit of Measure
D0VQ2LL	IBM RATIONAL METHOD COMPOSER TOKEN INITL TOKEN LIC+S&S 36 MO	4	FLOATING USER SINGLE INSTALL
D0VQJLL	IBM RATIONAL APPLICATION DEVELOPER FOR WEBSHERE SOFTWARE TOKEN INITL TOKEN LIC+S&S 36 MO	8	FLOATING USER SINGLE INSTALL
D0W3QLL	IBM RATIONAL ASSET MANAGER ENTERPRISE EDITION PUBLISHER TOKEN INITL TOKEN LIC+S&S 36 MO	50	FLOATING USER SINGLE INSTALL
D0VRNLL	IBM RATIONAL BUILD FORGE ACCESS TOKEN INITL TOKEN LIC+S&S 36 MO	5	FLOATING USER
D0YZTLL	IBM RATIONAL BUILD FORGE ADAPTOR TOOLKIT ENTERPRISE EDITION PER TOKEN FOR 36 MON INITIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 36 MONTHS	44	SERVER
D0YWVLL	IBM RATIONAL BUILD FORGE ENTERPRISE EDITION PER TOKEN FOR 36 MON INITIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 36 MONTHS	194	SERVER
D0YWFLL	IBM RATIONAL BUILD FORGE QUICKREPORT ENTERPRISE EDITION PER TOKEN FOR 36 MON INITIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 36 MONTHS	61	SERVER
D0VP5LL	IBM RATIONAL CLEARCASE MULTISITE TOKEN INITL TOKEN LIC+S&S 36 MO	2	FLOATING USER
D0VNXLL	IBM RATIONAL CLEARCASE TOKEN INITL TOKEN LIC+S&S 36 MO	5	FLOATING USER
D0VPLLL	IBM RATIONAL CLEARQUEST MULTISITE TOKEN INITL TOKEN LIC+S&S 36 MO	2	FLOATING USER
D0VPDLL	IBM RATIONAL CLEARQUEST TOKEN INITL TOKEN LIC+S&S 36 MO	5	FLOATING USER
D10C5LL	IBM RATIONAL DEVELOPER FOR AIX AND LINUX AIX COBOL EDITION PER TOKEN INITL FT LIC+S&S 36 MO	5	FLOATING USER SINGLE INSTALL
D10C4LL	IBM RATIONAL DEVELOPER FOR AIX AND LINUX C/C++ EDITION PER TOKEN INITL FT LIC+S&S 36 MO	5	FLOATING USER SINGLE INSTALL
D10C3LL	IBM RATIONAL DEVELOPER FOR I RPG AND COBOL + MODERNIZATION TOOLS, JAVA EDITION PER TOKEN INITL FT LIC+S&S 36 MO	5	FLOATING USER SINGLE INSTALL
D0W1NLL	IBM RATIONAL DOORS FAMILY TOKEN INITIAL TOKEN LICENSE + SW SUBSCRIPTION & SUPPORT 36 MONTHS	10	FLOATING USER
D0VUGLL	IBM RATIONAL DOORS NEXT GENERATION ANALYST PER TOKEN INITIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 36 MONTHS	9	FLOATING USER SINGLE INSTALL
D0VUPLL	IBM RATIONAL DOORS NEXT GENERATION CONTRIBUTOR PER TOKEN INITIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 36 MONTHS	5	FLOATING USER SINGLE INSTALL
D0W6TLL	IBM RATIONAL ENGINEERING LIFECYCLE MANAGEMENT TOKEN INITL TOKEN LIC+S&S 36 MO	7	FLOATING USER SINGLE INSTALL
D0VVDLL	IBM RATIONAL FOCAL POINT STAKEHOLDER TOKEN INITL TOKEN LIC+S&S 36 MO	2	FLOATING USER

Part Number	Description of Eligible Token Products	Token Value	Unit of Measure
D0VV5LL	IBM RATIONAL FOCAL POINT TEAM TOKEN INITL TOKEN LIC+S&S 36 MO	5	FLOATING USER
D0VUXLL	IBM RATIONAL FOCAL POINT TOKEN INITL TOKEN LIC+S&S 36 MO	8	FLOATING USER
D0VMBLL	IBM RATIONAL FUNCTIONAL TESTER TOKEN INITL TOKEN LIC+S&S 36 MO	11	FLOATING USER
D0W31LL	IBM RATIONAL INSIGHT STANDARD EDITION TOKEN INITL TOKEN LIC+S&S 36 MO	13	INSTALL
D0VR3LL	IBM RATIONAL PERFORMANCE TESTER EXTENSION FOR CITRIX PRESENTATION SERVER TOKEN INITL TOKEN LIC+S&S 36 MO	43	FLOATING USER
D0VQZLL	IBM RATIONAL PERFORMANCE TESTER EXTENSION TOKEN INITL TOKEN LIC+S&S 36 MO	43	FLOATING USER
D0VN4LL	IBM RATIONAL PERFORMANCE TEST PACK 1000 VIRTUAL TESTERS TOKEN INITL TOKEN LIC+S&S 36 MO	69	FLOATING USER
D1257LL	IBM RATIONAL PERFORMANCE TEST SERVER TOKEN INITIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 36 MONTHS	89	SIMULTANEOUS SESSION
D0VR7LL	IBM RATIONAL PERFORMANCE TESTER EXTENSION FOR SOA TOKEN INITL TOKEN LIC+S&S 36 MO	43	FLOATING USER
D0VQRLL	IBM RATIONAL PERFORMANCE TESTER TOKEN INITL TOKEN LIC+S&S 36 MO	3	FLOATING USER
D0W17LL	IBM RATIONAL PUBLISHING ENGINE TOKEN INITL TOKEN LIC+S&S 36 MO	11	FLOATING USER
D0W79LL	IBM RATIONAL PURIFYPLUS ENTERPRISE EDITION TOKEN INITL TOKEN LIC+S&S 36 MO	15	FLOATING USER
D0VU0LL	IBM RATIONAL QUALITY MANAGER CONTRIBUTOR TOKEN INITL TOKEN LIC+S&S 36 MO	5	FLOATING USER SINGLE INSTALL
D0VTRL	IBM RATIONAL QUALITY MANAGER QUALITY PROFESSIONAL TOKEN INITL TOKEN LIC+S&S 36 MO	10	FLOATING USER SINGLE INSTALL
D0VPULL	IBM RATIONAL REQUISITEPRO TOKEN INITL TOKEN LIC+S&S 36 MO	5	FLOATING USER
D0ZM9LL	IBM RATIONAL ROSE DATA MODELER TOKEN INITIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 36 MONTHS	5	FLOATING USER
D0ZMELL	IBM RATIONAL ROSE DEVELOPER FOR UNIX TOKEN INITIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 36 MONTHS	11	FLOATING USER
D0ZQ1LL	IBM RATIONAL ROSE ENTERPRISE TOKEN INITIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 36 MONTHS	11	FLOATING USER
D0ZN0LL	IBM RATIONAL ROSE FOR JAVA TOKEN INITIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 36 MONTHS	5	FLOATING USER
D0ZPWLL	IBM RATIONAL ROSE FOR VISUALSTUDIO TOKEN INITIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 36 MONTHS	5	FLOATING USER
D0ZQ6LL	IBM RATIONAL ROSE MODELER TOKEN INITIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 36 MONTHS	4	FLOATING USER
D0W68LL	IBM RATIONAL SOFTWARE ARCHITECT EXTENSION FOR DESIGN MANAGEMENT TOKEN INITL TOKEN LIC+S&S 36 MO	4	FLOATING USER SINGLE INSTALL
D0W4VLL	IBM RATIONAL SOFTWARE ARCHITECT EXTENSION FOR C++ TOKEN INITL TOKEN LIC+S&S 36 MO	6	FLOATING USER SINGLE INSTALL
D0W5BLL	IBM RATIONAL SOFTWARE ARCHITECT EXTENSION FOR COMMUNICATIONS APPLICATIONS TOKEN INITL TOKEN LIC+S&S 36 MO	3	FLOATING USER SINGLE INSTALL
D0W5SLL	IBM RATIONAL SOFTWARE ARCHITECT EXTENSION FOR DEPLOYMENT AUTOMATION PLANNING TOKEN INITL TOKEN LIC+S&S 36 MO	5	FLOATING USER SINGLE INSTALL
D0W4ELL	IBM RATIONAL SOFTWARE ARCHITECT EXTENSION FOR INTEGRATED ARCHITECTURE FRAMEWORKS TOKEN INITL TOKEN LIC+S&S 36 MO	3	FLOATING USER SINGLE INSTALL
D0W53LL	IBM RATIONAL SOFTWARE ARCHITECT EXTENSION FOR SOA AND WEB APPLICATIONS TOKEN INITL TOKEN LIC+S&S 36 MO	5	FLOATING USER SINGLE INSTALL

Part Number	Description of Eligible Token Products	Token Value	Unit of Measure
D0VQALL	IBM RATIONAL SOFTWARE ARCHITECT FOR WEBSHERE SOFTWARE TOKEN INITL TOKEN LIC+S&S 36 MO	13	FLOATING USER SINGLE INSTALL
D0W5JLL	IBM RATIONAL SOFTWARE ARCHITECT SIMULATION TOOLKIT TOKEN INITL TOKEN LIC+S&S 36 MO	6	FLOATING USER SINGLE INSTALL
D0W46LL	IBM RATIONAL SOFTWARE ARCHITECT TOKEN INITL TOKEN LIC+S&S 36 MO	2	FLOATING USER SINGLE INSTALL
D0W4MLL	IBM RATIONAL SOFTWAREARCHITECT EXTENSION FOR DEPLOYMENT PLANNING TOKEN INITL TOKEN LIC+S&S 36 MO	3	FLOATING USER SINGLE INSTALL
D0VZHLL	IBM RATIONAL SYSTEM ARCHITECT FOR DODAF ADD ON TOKEN INITL TOKEN LIC+S&S 36 MO	2	FLOATING USER
D0VZQLL	IBM RATIONAL SYSTEM ARCHITECT FOR DODAF WITH ABM ADD ON TOKEN INITL TOKEN LIC+S&S 36 MO	4	FLOATING USER
D0W0ELL	IBM RATIONAL SYSTEM ARCHITECT FOR FEA INTERFACE TOKEN INITL TOKEN LIC+S&S 36 MO	3	FLOATING USER
D0VYTLL	IBM RATIONAL SYSTEM ARCHITECT FOR IAF TOKEN INITL TOKEN LIC+S&S 36 MO	3	FLOATING USER
D0VZYLL	IBM RATIONAL SYSTEM ARCHITECT FOR MODAF ADD ON TOKEN INITL TOKEN LIC+S&S 36 MO	2	FLOATING USER
D0W06LL	IBM RATIONAL SYSTEM ARCHITECT FOR NAF ADD ON TOKEN INITL TOKEN LIC+S&S 36 MO	2	FLOATING USER
D1A9ILL	IBM RATIONAL SYSTEM ARCHITECT PUBLISHER ADD ON TOKEN INIT36MOTOKEN LIC+S&S12MO	23	FLOATING USER SINGLE INSTALL
D0VZ1LL	IBM RATIONAL SYSTEM ARCHITECT XT READ ONLY TOKEN INITL TOKEN LIC+S&S 36 MO	2	FLOATING USER
D0VZ9LL	IBM RATIONAL SYSTEM ARCHITECT XT READ WRITE TOKEN INITL TOKEN LIC+S&S 36 MO	4	FLOATING USER
D0VSYLL	IBM RATIONAL TEAM CONCERT CONTRIBUTOR TOKEN INITL TOKEN LIC+S&S 36 MO	5	FLOATING USER SINGLE INSTALL
D0VTHLL	IBM RATIONAL TEAM CONCERT DEVELOPER FOR IBM ENTERPRISE PLATFORMS TOKEN INITL TOKEN LIC+S&S 36 MO	9	FLOATING USER SINGLE INSTALL
D0VSPLL	IBM RATIONAL TEAM CONCERT DEVELOPER TOKEN INITL TOKEN LIC+S&S 36 MO	8	FLOATING USER SINGLE INSTALL
D0VT8LL	IBM RATIONAL TEAM CONCERT STAKEHOLDER TOKEN INITL TOKEN LIC+S&S 36 MO	1	FLOATING USER SINGLE INSTALL
D125JLL	IBM RATIONAL TEST VIRTUALIZATION SERVER TOKEN INITIAL FIXED TERM LICENSE + 5W SUBSCRIPTION & SUPPORT 36 MONTHS	266	SIMULTANEOUS SESSION
D15QCLL	IBM RATIONAL TEST WORKBENCH MOBILE TEST EDITION TOKEN INITIAL FIXED TERM LICENSE + 5W SUBSCRIPTION & SUPPORT 36 MONTHS	7	FLOATING USER SINGLE INSTALL
D0W6KLL	IBM RATIONAL TEST WORKBENCH TOKEN INITL TOKEN LIC+S&S 36 MO	21	FLOATING USER SINGLE INSTALL
D0VRWLL	IBM RATIONAL TESTER FOR SOA TOKEN INITL TOKEN LIC+S&S 36 MO	10	FLOATING USER
D12T6LL	IBM RATIONAL URBANCODE DEPLOY SESSION TOKEN INIT36MOTOKEN LIC+S&S12MO	22	SIMULTANEOUS SESSION
D118NLL	IBM URBANCODE RELEASE TOKEN INITIAL 36 MONTH TOKEN LICENSE + 5W SUBSCRIPTION & SUPPORT 12 MONTHS	13	FLOATING USER SINGLE INSTALL
D0VUKLL	IBM RATIONAL DOORS NEXT GENERATION ANALYST FOR SYSTEM Z PER TOKEN INITIAL FIXED TERM LICENSE + 5W SUBSCRIPTION & SUPPORT 36 MONTHS	9	FLOATING USER SINGLE INSTALL
D17DCLL	IBM RATIONAL SYSTEM ARCHITECT TOKEN INIT36MOTOKEN LIC+S&S12MO	9	FLOATING USER
D1A6JLL	IBM RATIONAL SYSTEM ARCHITECT SIMULATOR III ADD ON TOKEN INIT36MOTOKEN LIC+S&S12MO	14	FLOATING USER

Part Number	Description of Eligible Token Products	Token Value	Unit of Measure
D1C08LL	IBM MobileFirst Platform Quality Assurance Token Init36MoToken Lic+S&S12Mo	42	APPLICATION

### Supplement 1 for Token Flexibility Enhancement

You have requested to enhance certain IBM software licenses by adding the flexibility of Token Licensing. Table A below contains your current software licenses for IBM Products as of September 15, 2014 (the "Current Software") that will be subject to this Supplement for Token Flexibility Enhancement ("Supplement for TFE").

The terms of the Current Software licenses are modified by the Attachment for Token Licensing (the "Attachment") together with this Supplement as follows:

1. The period of token flexibility provided by this Supplement for TFE begins on November 30, 2014 and ends on November 29, 2017 (the "Fixed Term").
2. At the beginning of the Fixed Term, your Current Software licenses shall be classified as inactive, and you will be provided with new Token License keys that will allow Token usage.
3. During the Fixed Term, you may use the Eligible Token Products listed in Table A pursuant to the Token License granted under the Attachment. You may not use the Current Software license keys previously provided to you. In addition, you may not use the Current Software licenses as part of any IBM offered trade-up.
4. Upon expiration of the Fixed Term, your right to use the Token License keys will end and you may resume use of the Current Software license keys. During the Fixed Term, you must maintain IBM Software Subscription and Support for the Current Software licenses.
5. This Supplement for TFE does not increase your existing Current Software license entitlements. It only adds the flexibility of a Token License to your existing license entitlements up to the total number of Tokens authorized in your new token Proof of Entitlement.

Table A – Eligible Token Products

Site Number	Current Software Programs	Renewal Part Number	Quantities	Eligible Token Products	Token Part Number
7020883	IBM RATIONAL SYSTEM ARCHITECT XT READ WRITE FLOATING USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E073YLL	1	RATIONAL SYSTEM ARCHITECT XT RW TOKEN INITL FT LIC+S&S 36 MO	D0VZ9LL
7020883	IBM RATIONAL SYSTEM ARCHITECT XT READ ONLY FLOATING USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E0741LL	1	RATIONAL SYSTEM ARCHITECT XT RO TOKEN INITL FT LIC+S&S 36 MO	D0VZ1LL
7020883	IBM RATIONAL SYSTEM ARCHITECT PUBLISHER ADD ON FLOATING USER SINGLE SESSION ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	E075RLL	1	IBM RATIONAL SYSTEM ARCHITECT PUBLISHER ADD ON TOKEN INIT36MOTOKEN LIC+S&S12MO	D1A9ILL
7020883	IBM RATIONAL SYSTEM ARCHITECT FLOATING USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E078VLL	5	RATL SYSTEM ARCHITECT TOKEN INITL FT LIC+S&S 36 MO	D17DCLL
		Site Total	8		

7020887	IBM RATIONAL LIFECYCLE PACKAGE WITH CLEARCASE FLOATING USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E05JCLL	25	RATIONAL CLEARQUEST TOKEN INITL TOKEN LIC+S&S 36MO RATIONAL CLEARCASE TOKEN INITL 36MO FT LIC+S&S 12MO RATIONAL REQUISITEPROTOKEN INITL TOKEN LIC+S&S 36MO RATIONAL METHOD COMPOSER TOKEN INITL 36MO FT LIC+S&S 12MO	DOVPDLL DOVNXLL DOVPULL DOVQZLL
		Site Total	25		
7022990	IBM RATIONAL CLEARCASE CHANGE MANAGEMENT SOLUTION FLOATING USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E012XLL	90	RATIONAL CLEARQUEST TOKEN INITL TOKEN LIC+S&S 36MO RATIONAL CLEARCASE TOKEN INITL 36MO FT LIC+S&S 12MO	DOVPDLL DOVNXLL
7022990	IBM RATIONAL CLEARQUEST FLOATING USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E0130LL	20	RATIONAL CLEARQUEST TOKEN INITL TOKEN LIC+S&S 36MO	DOVPDLL
7022990	IBM RATIONAL REQUISITEPRO FLOATING USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E0137LL	13	RATIONAL REQUISITEPROTOKEN INITL TOKEN LIC+S&S 36MO	DOVPULL
7022990	IBM RATIONAL REQUISITEPRO AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E019DLL	20	RATIONAL REQUISITEPROTOKEN INITL TOKEN LIC+S&S 36MO	DOVPULL
7022990	IBM RATIONAL ANNUAL SW ARCHITECT FOR WEBSPHERE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E01MBLL	17	RATL SOFTWARE ARCHITECT FOR WEBSPHERE INITL TOKEN LIC+S&S 36MO	DOVQALL
7022990	IBM RATIONAL SOFTWARE ARCHITECT AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E08WTLL	15	RATL SOFTWARE ARCHITECT TOKEN INITL TOKEN LIC+S&S 36MO	DOW46LL
7022990	IBM RATIONAL SOFTWARE ARCHITECT EXTENSION FOR INTEGRATED ARCHITECTURE FRAMEWORKS AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E08X3LL	15	RATL SA EXT FOR INTGR ARCH FRAMEWORKS TOKEN INITL TOKEN LIC+S&S 36MO	DOW4ELL
		Site Total	190		
7189783	IBM RATIONAL CLEARCASE CHANGE MANAGEMENT SOLUTION FLOATING USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E012XLL	55	RATIONAL CLEARQUEST TOKEN INITL TOKEN LIC+S&S 36MO RATIONAL CLEARCASE TOKEN INITL 36MO FT LIC+S&S 12MO	DOVPDLL DOVNXLL
7189783	IBM RATIONAL CLEARQUEST FLOATING USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E0130LL	25	RATIONAL CLEARQUEST TOKEN INITL TOKEN LIC+S&S 36MO	DOVPDLL
7189783	IBM RATIONAL REQUISITEPRO FLOATING USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E0137LL	25	RATIONAL REQUISITEPROTOKEN INITL TOKEN LIC+S&S 36MO	DOVPULL
7189783	IBM RATIONAL REQUISITEPRO FLOATING USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E0137LL	25	RATIONAL REQUISITEPROTOKEN INITL TOKEN LIC+S&S 36MO	DOVPULL
7189783	IBM RATIONAL ANNUAL SW ARCHITECT FOR WEBSPHERE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E01MBLL	19	RATL SOFTWARE ARCHITECT FOR WEBSPHERE INITL TOKEN LIC+S&S 36MO	DOVQALL
7189783	IBM RATIONAL SOFTWARE ARCHITECT FOR WEBSPHERE SOFTWARE AUTHORIZED USER	E01MBLL	12	RATL SOFTWARE ARCHITECT FOR WEBSPHERE INITL TOKEN	DOVQALL

	ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS			LIC+S&S 36MO	
7189783	IBM RATIONAL BUILD FORGE ENTERPRISE EDITION ADAPTOR TOOLKIT SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E02XZLL	1	RATIONAL BF ADAPTOR TOOLKIT ENTER ED TOKEN INITL FT LIC+S&S 36 MO	D0VZTLL
7189783	IBM RATIONAL BUILD FORGE ENTERPRISE EDITION SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E02Y1LL	1	RATIONAL BF ENTERPRISE EDITION TOKEN INITL FT LIC+S&S 36 MO	D0YWNLL
7189783	IBM RATIONAL BUILD FORGE ACCESS FLOATING USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E03PILL	10	RATIONAL BF ACCESS TOKEN INITL TOKEN LIC+S&S 36MO	D0VRNLL
7189783	IBM RATIONAL QUALITY MANAGER QUALITY PROFESSIONAL AUTHORIZED USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E05M7LL	3	RATL QUALITY MGR QUAL PROFESSIONAL TOKEN INITL TOKEN LIC+S&S 36MO	D0VTRLL
7189783	IBM RATIONAL QUALITY MANAGER QUALITY PROFESSIONAL AUTHORIZED USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E05M7LL	20	RATL QUALITY MGR QUAL PROFESSIONAL TOKEN INITL TOKEN LIC+S&S 36MO	D0VTRLL
7189783	IBM RATIONAL QUALITY MANAGER QUALITY PROFESSIONAL AUTHORIZED USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E05M7LL	52	RATL QUALITY MGR QUAL PROFESSIONAL TOKEN INITL TOKEN LIC+S&S 36MO	D0VTRLL
7189783	IBM RATIONAL QUALITY MANAGER QUALITY PROFESSIONAL AUTHORIZED USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E05M7LL	58	RATL QUALITY MGR QUAL PROFESSIONAL TOKEN INITL TOKEN LIC+S&S 36MO	D0VTRLL
7189783	IBM RATIONAL QUALITY MANAGER QUALITY PROFESSIONAL AUTHORIZED USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E05M7LL	70	RATL QUALITY MGR QUAL PROFESSIONAL TOKEN INITL TOKEN LIC+S&S 36MO	D0VTRLL
7189783	IBM RATIONAL QUALITY MANAGER QUALITY PROFESSIONAL AUTHORIZED USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E05M7LL	4	RATL QUALITY MGR QUAL PROFESSIONAL TOKEN INITL TOKEN LIC+S&S 36MO	D0VTRLL
7189783	IBM RATIONAL REQUIREMENTS COMPOSER ANALYST AUTHORIZED USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E060ILL	10	RATIONAL REQ COMPOSER CLT TOKEN INITL TOKEN LIC+S&S 36MO	D0VUGLL
7189783	IBM RATIONAL QUALITY MANAGER CONTRIBUTOR FLOATING USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E06JILL	5	RATIONAL QUALITY MANAGER CONTRIBUTOR TOKEN INITL TOKEN LIC+S&S 36MO	D0VUOLL
7189783	IBM RATIONAL QUALITY MANAGER CONTRIBUTOR FLOATING USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E06JILL	5	RATIONAL QUALITY MANAGER CONTRIBUTOR TOKEN INITL TOKEN LIC+S&S 36MO	D0VUOLL
7189783	IBM RATIONAL QUALITY MANAGER CONTRIBUTOR FLOATING USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E06JILL	22	RATIONAL QUALITY MANAGER CONTRIBUTOR TOKEN INITL TOKEN LIC+S&S 36MO	D0VUOLL
7189783	IBM RATIONAL QUALITY MANAGER CONTRIBUTOR FLOATING USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E06JILL	5	RATIONAL QUALITY MANAGER CONTRIBUTOR TOKEN INITL TOKEN LIC+S&S 36MO	D0VUOLL
7189783	IBM RATIONAL QUALITY MANAGER QUALITY	E06JKLL	25	RATL QUALITY MGR QUAL	D0VTRLL

	PROFESSIONAL FLOATING USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL			PROFESSIONAL TOKEN INITL TOKEN LIC+S&S 36MO	
7189783	IBM RATIONAL QUALITY MANAGER QUALITY PROFESSIONAL FLOATING USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E06JKLL	10	RATL QUALITY MGR QUAL PROFESSIONAL TOKEN INITL TOKEN LIC+S&S 36MO	D0VTRLL
7189783	IBM RATIONAL QUALITY MANAGER QUALITY PROFESSIONAL FLOATING USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E06JKLL	25	RATL QUALITY MGR QUAL PROFESSIONAL TOKEN INITL TOKEN LIC+S&S 36MO	D0VTRLL
7189783	IBM RATIONAL QUALITY MANAGER QUALITY PROFESSIONAL FLOATING USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E06JKLL	4	RATL QUALITY MGR QUAL PROFESSIONAL TOKEN INITL TOKEN LIC+S&S 36MO	D0VTRLL
7189783	IBM RATIONAL PUBLISHING ENGINE FLOATING USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E0742LL	2	RATL PUBLISHING ENGINE PER TOKEN INITL TOKEN LIC+S&S 36MO	D0W17LL
7189783	IBM RATIONAL PUBLISHING ENGINE FLOATING USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E0742LL	2	RATL PUBLISHING ENGINE PER TOKEN INITL TOKEN LIC+S&S 36MO	D0W17LL
7189783	IBM RATIONAL PUBLISHING ENGINE FLOATING USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E0742LL	2	RATL PUBLISHING ENGINE PER TOKEN INITL TOKEN LIC+S&S 36MO	D0W17LL
7189783	IBM RATIONAL REQUIREMENTS COMPOSER ANALYST FOR SYSTEM Z FLOATING USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E08BULL	5	RATIONAL REQ, COMPOSER CLT TOKEN SYSTEM Z INITL TOKEN LIC+S&S 36MO	D0VUKLL
7189783	IBM RATIONAL DOORS NEXT GENERATION ANALYST FLOATING USER SINGLE INSTALL LICENSE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E08BVLL	2	RATIONAL REQ, COMPOSER CLT TOKEN INITL TOKEN LIC+S&S 36MO	D0VUGLL
7189783	IBM RATIONAL DOORS NEXT GENERATION ANALYST FLOATING USER SINGLE INSTALL LICENSE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E08BVLL	2	RATIONAL REQ, COMPOSER CLT TOKEN INITL TOKEN LIC+S&S 36MO	D0VUGLL
7189783	IBM RATIONAL REQUIREMENTS COMPOSER CONTRIBUTOR FLOATING USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E08BWLL	15	RATIONAL REQ, COMPOSER REV CLIENT TOKEN INITL TOKEN LIC+S&S 36MO	D0VUPLL
7189783	IBM RATIONAL SOFTWARE ARCHITECT AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E08WTLL	20	RATL SOFTWARE ARCHITECT TOKEN INITL TOKEN LIC+S&S 36MO	D0W46LL
7189783	IBM RATIONAL TEAM CONCERT DEVELOPER AUTHORIZED USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E0AQ0LL	16	RTC DEVELOPER PER TOKEN INITL TOKEN LIC+S&S 36MO	D0VSPLL
7189783	IBM RATIONAL TEAM CONCERT DEVELOPER AUTHORIZED USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E0AQ0LL	15	RTC DEVELOPER PER TOKEN INITL TOKEN LIC+S&S 36MO	D0VSPLL
7189783	IBM RATIONAL TEAM CONCERT CONTRIBUTOR FLOATING USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E0AQ3LL	14	RTC CONTRIBUTOR PER TOKEN INITL TOKEN LIC+S&S 36MO	D0VSYLL
7189783	IBM RATIONAL TEAM CONCERT CONTRIBUTOR FLOATING USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION &	E0AQ3LL	4	RTC CONTRIBUTOR PER TOKEN INITL TOKEN LIC+S&S 36MO	D0VSYLL

	SUPPORT RENEWAL				
7189783	IBM RATIONAL TEAM CONCERT CONTRIBUTOR FLOATING USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E0AQ3LL	7	RTC CONTRIBUTOR PER TOKEN INITL TOKEN LIC+S&S 36MO	D0VSYLL
7189783	IBM RATIONAL TEAM CONCERT DEVELOPER FLOATING USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E0AQ5LL	30	RTC DEVELOPER PER TOKEN INITL TOKEN LIC+S&S 36MO	D0VSPLL
7189783	IBM RATIONAL TEAM CONCERT DEVELOPER FLOATING USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E0AQ5LL	10	RTC DEVELOPER PER TOKEN INITL TOKEN LIC+S&S 36MO	D0VSPLL
7189783	IBM RATIONAL TEAM CONCERT STAKEHOLDER FLOATING USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E0AQDLL	5	RTC STAKEHOLDER PER TOKEN INITL TOKEN LIC+S&S 36MO	D0VT8LL
7189783	IBM RATIONAL TEST WORKBENCH FLOATING USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	E0DTKLL	5	IBM RATIONAL TEST WORKBENCH FTL TOKEN INITL TOKEN LIC+S&S 36MO	D0W6KLL
7189783	IBM RATIONAL TEST VIRTUALIZATION SERVER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	E0DU6LL	280	IBM RATL TEST VIRTUALIZATION SERVER PER TOKEN 36MO INITL FT LIC+S&S 36 MO	D125JLL
		Site Total	925		
7879476	IBM RATIONAL ANNUAL SW ARCHITECT FOR WEBSHERE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E01M8LL	25	RATL SOFTWARE ARCHITECT FOR WEBSHERE INITL TOKEN LIC+S&S 36MO	D0VQALL
		Site Total	25		
		Total	1,173		

\*\*\* End of Attachment A \*\*\*

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

**CHANGE NOTICE NO. 7(REVISED)**  
 to  
**CONTRACT NO. 071B1300071**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
IBM Corporation New Orchard Drive Armonk, NY 10504-1722	Yogi Saxena	<a href="mailto:yzsaxena@us.ibm.com">yzsaxena@us.ibm.com</a>
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(517) 377-3735	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Ken Crawford	(517) 241-3472	<a href="mailto:crawfordk3@michigan.gov">crawfordk3@michigan.gov</a>
BUYER	DTMB	Barb Suska	(517) 335-4067	<a href="mailto:Suskab2@michigan.gov">Suskab2@michigan.gov</a>

CONTRACT SUMMARY:			
DESCRIPTION: <b>Software Maintenance and Support</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2010	September 30, 2013	5, 1 Yr. Options	September 30, 2016
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MI DEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:		
\$0.00		\$42,116,450.00		
Effective 10/10/2014, Change Notice 7 to this Contract is hereby cancelled. Per vendor and agency agreement and DTMB Procurement approval.				

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

**CHANGE NOTICE NO. 7**  
 to  
**CONTRACT NO. 071B1300071**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
IBM Corporation New Orchard Drive Armonk, NY 10504-1722	Yogi Saxena	<a href="mailto:yzsaxena@us.ibm.com">yzsaxena@us.ibm.com</a>
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(517) 377-3735	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Ken Crawford	(517) 241-3472	<a href="mailto:crawfordk3@michigan.gov">crawfordk3@michigan.gov</a>
BUYER	DTMB	Barb Suska	(517) 284-7026	<a href="mailto:Suskab2@michigan.gov">Suskab2@michigan.gov</a>

CONTRACT SUMMARY:			
DESCRIPTION: <b>Software Maintenance and Support</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2010	September 30, 2013	5, 1 Yr. Options	September 30, 2016
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:		
\$0.00		\$42,116,450.00		

Effective 9/29/2014, the attached Ordering Document modifications to the Software and Services Special Option (SSSO) are hereby incorporated into the Contract. All other terms, conditions, specifications, and pricing remain the same. Per vendor and agency agreement and DTMB Procurement approval.

This September 2014 Ordering Document ("Ordering Document") is effective when signed by all parties and provides special options with respect to the terms of the Software and Services Special Option (the "Agreement"), dated as of September 29, 2010 and any changes thereto, agreed to prior to the execution of this Ordering Document. Capitalized terms used in this Ordering Document, the definitions for which are not found in this Ordering Document, are defined in the Agreement or the applicable Associated Document(s).

1. This Ordering Document, which starts on September 30, 2014 ("Start Date"), shall remain in effect up to and including September 30, 2017 ("End Date"), unless earlier terminated as provided in the Agreement. This Ordering Document applies only to the products described herein.

## 2. "Eligible Programs"

The Programs that qualify for the terms of this Ordering Document ("Eligible Programs") are the Programs listed on the Product List (Schedule A9) which is attached to and made part of this Ordering Document (the "Listed Programs").

Included in the Total Charges for the Listed Programs are charges for any applicable S&S for the Listed Programs and such S&S has a coverage period as stated in Schedule A9.

## 3. "Charges"

The Ordering Document Charges will be invoiced to the State of Michigan and are due on or before the following dates:

October 1, 2014:	U.S. \$2,378,710.06
October 1, 2015:	U.S. \$468,636.20
October 1, 2016:	U.S. \$1,055,722.62
July 1, 2017:	U.S. \$118,048

The Total Charges do not include any additional amounts incurred pursuant to the Section of this Agreement entitled "Eligible Use of Programs".

## 4. "Subscription and Support for Enterprise Programs":

*Paragraph 4 in the June 2014 Ordering Document, signed 6-30-2014, is replaced in its entirety with the following:*

The S&S renewal prices in this section are optional and are available to you provided that (i) you renew S&S for all the Active Use Existing and Active Use Entitlement quantities for all Enterprise Programs; (ii) your S&S has not lapsed; (iii) S&S is made generally available for the affected Program(s) (e.g., S&S has not been withdrawn); and (iv) S&S is ordered directly from IBM by providing written authorization to IBM (e.g. order form, order letter, purchase order) at least thirty (30) days prior to the beginning of the applicable S&S Coverage Period. IBM reserves the right to annually increase the annual fee charged for S&S up to a maximum of 5% for inflationary purposes.

You and IBM agree to use the prior year December Not Seasonally Adjusted, Consumer Price Index, as published in the Summary Data from the Consumer Price Index News Release by the Bureau of Labor Statistics, U.S. Department of Labor, and For All Urban Consumers for purposes of determining actual Inflationary Adjustment.

In the event such Price Index is no longer published or its content and format is substantially changed, you and IBM will substitute another comparable index published at least annually by a mutually agreeable source. If the Bureau of Labor Statistics merely redefines the base year for the Price Index from 1982-84

to another year, you and IBM will continue to use the Price Index, but will convert the Base Year Index to the new base year by using an appropriate conversion formula.

IBM will notify you of any such increase prior to the effective date of the renewal period start date.

If you elect not to renew S&S for all Enterprise Programs, IBM's standard S&S renewal policies and pricing apply.

The table below provides the price for the Active Use Entitlement for the Enterprise Programs listed on Schedule A. The price does not include S&S coverage for the Active Use Existing quantities.

**S&S for Enterprise Programs**

S&S Coverage Period	S&S Price
October 1, 2017 – September 30, 2018	U.S. \$824,774.40
October 1, 2018 – September 30, 2019	U.S. \$824,774.40

5. Schedule A4 from Amendment No. 4 "Attachment for Eligible Programs" is modified as follows:

Remove the following from Category A, New Licenses effective 9/30/2014:

Part Number	Description	Quantity
D0NUNLL	IBM Infosphere Master Data Management Provider Hub – Standard Edition Resource Value Unit License + SW Subscription & Support 12 Months	2,250

Remove the following from Category B, Subscription & Support for Installed Licenses effective 9/30/2014:

Part Number	Description	Quantity
E0DHWLL	IBM Infosphere Master Data Management Provider Hub – Standard Edition Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	800
E0CYDLL	IBM Infosphere Master Data Management Individual Hub – Standard Edition for Non-Financial Services per Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	7,610
E0CYDLL	IBM Infosphere Master Data Management Individual Hub – Standard Edition for Non-Financial Services per Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	1,740
E04PLLL	IBM INFOSPHERE DATASTAGE FOR NON-PRODUCTION ENVIRONMENTS PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	400
E04PJLL	IBM INFOSPHERE DATASTAGE PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	400
E04PSLL	IBM INFOSPHERE INFORMATION ANALYZER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	400
E08RLLL	IBM INFOSPHERE INFORMATION ANALYZER WORKBENCH CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1
E04PQLL	IBM INFOSPHERE QUALITYSTAGE PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	400
E04PYLL	IBM INFOSPHERE QUALITYSTAGE FOR NON-PRODUCTION ENVIRONMENTS PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	400
E04NZLL	IBM INFOSPHERE DATASTAGE AND QUALITYSTAGE DESIGNER CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	10
E04NZLL	IBM INFOSPHERE DATASTAGE AND QUALITYSTAGE DESIGNER CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	15
E02BSLL	IBM Infosphere Data Architect Floating User Annual SW Subscription & Support Renewal	10

E0DEALL	IBM INFOSPHERE BUSINESS GLOSSARY WORKGROUP EDITION AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	4
E0DE8LL	IBM INFOSPHERE BUSINESS GLOSSARY WORKGROUP EDITION PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	200
E0DE6LL	IBM INFOSPHERE BUSINESS GLOSSARY WORKGROUP EDITION FOR NON PRODUCTION ENVIRONMENTS PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	200
E0DDWLL	IBM INFOSPHERE BUSINESS GLOSSARY ANYWHERE WORKGROUP EDITION PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	200
E0DDYLL	IBM INFOSPHERE BUSINESS GLOSSARY ANYWHERE WORKGROUP EDITION FOR NON PRODUCTION ENVIRONMENTS PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	200
E0BS8LL	IBM INFOSPHERE METADATA WORKBENCH WORKGROUP EDITION AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	4

6. Schedule A6 from Amendment No. 6 "Attachment for Eligible Programs" is modified as follows:

Remove the following from Category A, New Licenses effective 9/30/2014:

Part Number	Description	Quantity
D03TLL	IBM INFOSPHERE DATASTAGE PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT	400
D03TVLL	IBM INFOSPHERE DATASTAGE FOR NON-PRODUCTION ENVIRONMENTS PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT	200

7. Schedule A8 from the June 2014 Ordering Document "Attachment for Eligible Programs" is modified as follows:

Remove the following from Category A, New Licenses effective 9/30/2014:

Part Number	Description	Quantity
D0NJGLL	IBM INFOSPHERE BUSINESS GLOSSARY WORKGROUP EDITION AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT	1
D0IQ7LL	IBM INFOSPHERE METADATA WORKBENCH WORKGROUP EDITION AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT	1

#### 8. Payment

Notwithstanding the terms of this Ordering Document or our prior practice, payment is not contingent upon issuance of a Purchase Order. All approvals required to issue payment have been obtained. Payment in full is due upon receipt of invoice and payable within 45 days. The bill to, ship to addresses along with specific ordering information and amounts due under this Ordering Document are included herein or in other documents related hereto. Subject to your termination rights in the Agreement, this order is firm and irrevocable.

The prices and terms of this Ordering Document must be agreed to and signed by you by September 30, 2014 or it is void.

The parties agree that this Ordering Document, including all Associated Documents, is the complete agreement between us and replaces any prior oral and/or written communications between us concerning this subject matter. By signing below, the parties agree to the terms of this Ordering Document and the Associated Documents. If there is a conflict among terms of this Ordering Document and those of the Associated Documents, for the purposes of this Ordering Document, those of this Ordering Document prevail.

Agreed to:  
State of Michigan

Agreed to:  
International Business Machines Corporation

By \_\_\_\_\_  
Authorized Signature

By \_\_\_\_\_  
Authorized Signature

Name (type or print):

Name (type or print):

Date:

Date:

Customer number: 7840125

Customer address: 320 W. Allegan  
Lansing, MI 48933

Agreed to:  
State of Michigan

By \_\_\_\_\_  
Authorized Signature

Name (type or print):

Date:

Customer number: 7840125

Customer address: 320 W. Allegan  
Lansing, MI 48933

**Schedule A9: Attachment for Eligible Programs****Category A. New Licenses****Table 1: IPAA Programs – Subscription and Support Coverage through 9/30/2017**

Part Number	Description	Quantity
D0P4PLL	IBM INFOSPHERE INFORMATION SERVER FOR DATA INTEGRATION PROCESSOR VALUE UNIT (PVU) FROM IBM INFOSPHERE DATASTAGE PVU TRADE UP LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	800
D0P1JLL	IBM INFOSPHERE INFORMATION SERVER ENTERPRISE EDITION PROCESSOR VALUE UNIT (PVU) FROM IBM INFOSPHERE INFORMATION SERVER FOR DATA INTEGRATION PVU TRADE UP LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	800
D0P38LL	IBM INFOSPHERE INFORMATION SERVER FOR DATA INTEGRATION FOR NON-PRODUCTION ENVIRONMENTS PROCESSOR VALUE UNIT (PVU) FROM IBM INFOSPHERE DATASTAGE NON PROD PVU TRADE UP LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	600
D0P48LL	IBM INFOSPHERE INFORMATION SERVER ENTERPRISE EDITION FOR NON-PRODUCTION ENVIRONMENTS PROCESSOR VALUE UNIT (PVU) FROM IBM INFOSPHERE INFORMATION SERVER FOR DATA INTEGRATION NON PROD PVU TRADE UP LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	600
D0LNVLL	IBM INFOSPHERE MASTER DATA MANAGEMENT INDIVIDUAL HUB - ADVANCED ED FOR NON-FINANCIAL SERVICES RESOURCE VALUE UNIT FROM INFOSPHERE MDM INDIVIDUAL HUB - STANDARD ED NON-FIN SVCS PER RVU TRADE UP LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	9350
D0NV3LL	IBM INFOSPHERE MASTER DATA MANAGEMENT PROVIDER HUB - ADVANCED EDITION RESOURCE VALUE UNIT FROM IMDM PROVIDER HUB - STANDARD EDITION RVU TRADE UP LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	3050

Schedule A8, Table 2: Enterprise Programs, from the June 2014 Ordering Document, signed 6-30-2014, is replaced in its entirety with the following:

**Table 2: Enterprise Programs – Subscription and Support Coverage through 9/30/2017**

Part Number	Description	Quantity
D0P42LL	IBM INFOSPHERE INFORMATION SERVER ENTERPRISE EDITION FOR NON-PRODUCTION ENVIRONMENTS PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	Enterprise
D0P1DLL	IBM INFOSPHERE INFORMATION SERVER ENTERPRISE EDITION PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	Enterprise
D0LNTLL	IBM INFOSPHERE MASTER DATA MANAGEMENT INDIVIDUAL HUB - ADVANCED EDITION FOR NON-FINANCIAL SERVICES RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	Enterprise
D0NV1LL	IBM INFOSPHERE MASTER DATA MANAGEMENT PROVIDER HUB - ADVANCED EDITION RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	Enterprise
D55WJLL	IBM WEBSHERE APPLICATION SERVER NETWORK DEPLOYMENT PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	Enterprise
D55W8LL	IBM WEBSHERE APPLICATION SERVER PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	Enterprise

\* Prior to the earlier of the September 15, 2017 or the termination of the Agreement (the "Calculation Date") any Eligible Program identified on Schedule A9 as an "Enterprise Program" may be deployed within your Enterprise without limitation as to the license quantity only if such program: (i) is actively deployed by you for production or development or both (i.e., no "stockpiling" of licenses); (ii) is deployed on machines you own or lease and operate within your Enterprise ("Active Use"); (iii) is for use in the State of Michigan's Department of Community Health in support of applications for the State of Michigan and the State of Illinois; and (iv) is for use in all other departments within the State of Michigan with the exception of support for the State of Michigan's Enterprise Resource Planning (ERP) program.

"Active Use Quantity" means the quantity of licenses in Active Use.

"Active Use Existing" quantity means the quantity of licenses in Active Use as stated in Table 1 above as 9,350 RVU's of D0LNVLL, 3,050 RVU's of D0NV3LL, 800 PVU's of D0P4PLL and D0P1JLL, 600 PVU's of D0P38LL and D0P48LL and in Table 3 below as 22,820 PVU's of Program E025SLL and 9,220 PVU's of Program E025QLL

On the Calculation Date the quantity of licenses of Enterprise Programs acquired under this Ordering Document ("Active Use Entitlement") will be established by subtracting license quantities which were not acquired under this Ordering Document, Active Use Existing quantity, from the Active Use Quantity.

For example, if you acquired 2 copies of Program X under Passport Advantage in advance of the signing of this Ordering Document and those copies are in Active Use prior to the Start Date, and you have 10 copies of Program X in Active Use as of the Calculation Date, then IBM will issue a Proof of Entitlement to you for 8 copies of Program X.

To complete the Active Use Verification, you must provide to IBM a detailed report of deployment and use using the templates IBM provides to you ("Active Use Verification Report"). The reports must be certified as complete and accurate by one of your officers and one of your financial auditor's officers. Further, the report must include supporting documentation sufficient to allow IBM to reasonably determine the factual and analytical basis of such report and its conclusions.

In addition to the Active Use Verification, you must also submit a copy of the Active Use Verification Report to IBM in June, 2015 and June, 2016 prior to the Calculation Date with the Active Use Quantity and Active Use Existing quantity of each Enterprise Program at that point in time.

IBM may notify you that as an alternative to or in addition to your Active Use Verification Report, IBM will independently verify your deployment and usage. If IBM conducts an independent Active Use Verification, IBM may use a third party independent auditor to either perform or assist with the Active Use Verification provided that IBM has a written confidentiality agreement in place with such auditor. The Active Use Verification will be conducted in a manner that minimizes disruption to your business and may be conducted on your premises during normal business hours.

Each party is responsible for and will pay its own costs for the Active Use Verification.

For purposes of Enterprise Programs, "Enterprise" shall mean any legal entity within the United States which you own, by more than 50% as of the Start Date and does not include any future business entities or assets of business entities which become part of your Enterprise through merger or acquisition activity after the Start Date of this Ordering Document. Active Use Existing licenses may not be transferred or deployed outside of your Enterprise.

For Enterprise Programs which require a license key, IBM will provide an initial quantity of keys. If prior to the Calculation Date you require additional license keys you must request such additional keys by notifying IBM in writing of the amount of such additional keys you require. IBM will provide such additional license keys.

In the event of a conflict between this Ordering Document and any POE issued prior to the Calculation Date, this Ordering Document shall prevail as the governing document.

For a period of one year after the Calculation Date, if you elect to renew S&S for the Enterprise Programs you must renew S&S for the entire Active Use Quantity.

For Enterprise Programs with a PVU licensing metric, if virtualization technology is used to limit the processor capacity available for use with the Enterprise Program to less than all the activated processor

cores on the server(s) you agree to the terms for Programs in a Virtualization Environment of the International Passport Advantage Agreement.

For a period of 24 months following the End Date or Termination Date, as applicable, you are prohibited from using the sub-capacity pricing for any Enterprise Program which was identified in the Active Use Verification as not being used with virtualization technology.

**Active Use Report Example (sample)**

Part Number	Program Description	Licensing metric	Virtualization Technology Used Yes/No	Active Use Quantity	Active Use Existing Quantity
D51ADLL	XL-C for AIX	Authorized user	No	10	5
D06GPLL	Forms Designer	Authorized user	No	100	0
D55WJLL	WAS-ND	PVU	Yes	90	0

**Category B. Existing Licenses**

**Table 3: IPAA Programs – Subscription and Support Coverage as stated below:**

Part Number	Description	Quantity	S&S Coverage From	S&S Coverage To
E025SLL	IBM WEBSHERE APPLICATION SERVER NETWORK DEPLOYMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Enterprise *	7/1/2017	9/30/2017
E025QLL	IBM WEBSHERE APPLICATION SERVER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Enterprise *	7/1/2017	9/30/2017
E025QLL	IBM WEBSHERE APPLICATION SERVER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	2820	10/1/2016	9/30/2017
E025QLL	IBM WEBSHERE APPLICATION SERVER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	6400	10/1/2016	9/30/2017
E025SLL	IBM WEBSHERE APPLICATION SERVER NETWORK DEPLOYMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	22820	10/1/2016	9/30/2017
E09PJLL	IBM SPSS REGRESSION CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	10/1/2014	9/30/2015
E09PLLL	IBM SPSS CONJOINT CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	10/1/2014	9/30/2015
E09PQLL	IBM SPSS CATEGORIES CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	10/1/2014	9/30/2015
E09PULL	IBM SPSS ADVANCED STATISTICS CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	10/1/2014	9/30/2015
E09PWLL	IBM SPSS STATISTICS BASE CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	9	10/1/2014	9/30/2015
E09PYLL	IBM SPSS CUSTOM TABLES CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	10/1/2014	9/30/2015
E09Q5LL	IBM SPSS FORECASTING CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	10/1/2014	9/30/2015
E09PSLL	IBM SPSS BOOTSTRAPPING CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	9/1/2015	9/30/2015

Part Number	Description	Quantity	S&S Coverage From	S&S Coverage To
E09QBLL	IBM SPSS DECISION TREES CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	9/1/2015	9/30/2015
E09QTL	IBM 12 ANALYST'S NOTEBOOK CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	2	10/1/2014	9/30/2016
E063QLL	IBM COGNOS IMPROMPTU USER AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	6	5/1/2015	9/30/2016
E09PJLL	IBM SPSS REGRESSION CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	2	10/1/2014	9/30/2015
E09PULL	IBM SPSS ADVANCED STATISTICS CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	5	10/1/2014	9/30/2015
E09PWLL	IBM SPSS STATISTICS BASE CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	2	10/1/2014	9/30/2015
E09Q0LL	IBM SPSS DATA PREPARATION CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	5	10/1/2014	9/30/2015
E09Q5LL	IBM SPSS FORECASTING CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	2	10/1/2014	9/30/2015
E09PJLL	IBM SPSS REGRESSION CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	3	10/1/2014	9/30/2015
E09PWLL	IBM SPSS STATISTICS BASE CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	3	10/1/2014	9/30/2015
E09Q5LL	IBM SPSS FORECASTING CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	3	10/1/2014	9/30/2015
E09NNLL	IBM SPSS STATISTICS BASE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	13	10/1/2014	9/30/2015
E09PKLL	IBM SPSS REGRESSION AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	13	10/1/2014	9/30/2015
E09PVLL	IBM SPSS ADVANCED STATISTICS AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	12	10/1/2014	9/30/2015
E09PXL	IBM SPSS CUSTOM TABLES AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	9	10/1/2014	9/30/2015
E09QSL	IBM SPSS AMOS AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	8	10/1/2014	9/30/2015
E09NNLL	IBM SPSS STATISTICS BASE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	10/1/2014	9/30/2015
E09PKLL	IBM SPSS REGRESSION AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	10/1/2014	9/30/2015
E09PVLL	IBM SPSS ADVANCED STATISTICS AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	10/1/2014	9/30/2015
E09PXL	IBM SPSS CUSTOM TABLES AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	10/1/2014	9/30/2015
E09PJLL	IBM SPSS REGRESSION CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	11/1/2014	9/30/2015
E09PULL	IBM SPSS ADVANCED STATISTICS CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	11/1/2014	9/30/2015
E09PWLL	IBM SPSS STATISTICS BASE CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	5	11/1/2014	9/30/2015
E09PYLL	IBM SPSS CUSTOM TABLES CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	11/1/2014	9/30/2015

\* Enterprise quantities from the June 2014 Ordering Document

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

**CHANGE NOTICE NO. 6**  
 to  
**CONTRACT NO. 071B1300071**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
IBM Corporation New Orchard Drive Armonk, NY 10504-1722	Yogi Saxena	<a href="mailto:yzsaxena@us.ibm.com">yzsaxena@us.ibm.com</a>
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(517) 377-3735	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Ken Crawford	(517) 241-3472	<a href="mailto:crawfordk3@michigan.gov">crawfordk3@michigan.gov</a>
BUYER	DTMB	Barb Suska	(517) 335-4067	<a href="mailto:Suskab2@michigan.gov">Suskab2@michigan.gov</a>

CONTRACT SUMMARY:			
DESCRIPTION: <b>Software Maintenance and Support</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2010	September 30, 2013	5, 1 Yr. Options	September 30, 2016
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:		
\$0.00		\$42,116,450.00		
Effective immediately, the attached Amendment No. 7 to the Software and Services Special Option (SSSO) is hereby incorporated into the Contract. All other terms, conditions, specifications, and pricing remain the same. Per vendor and agency agreement and DTMB Procurement approval.				

The Total Charges do not include any additional amounts incurred pursuant to the Section of this Agreement entitled "Eligible Use of Programs".

You shall be responsible for any sales, use, excise, value - added, services, consumption or other taxes that is due on the provision of goods and services as a whole or on any particular good or service received by the You from IBM. Both the You and IBM will jointly work together to determine taxable amounts. . The Total Charges are not cancelable except as may be otherwise provided in the Section of this Agreement entitled "Termination".

5. "General" section is amended to add the following:

a.) Notwithstanding the terms of this Agreement or our prior practice, payment is not contingent upon issuance of a Purchase Order. All approvals required to issue payment have been obtained. Payment in full is due upon receipt of invoice and payable within 45 days. The bill to, ship to addresses along with specific ordering information and amounts due under this Agreement are included herein or in other documents related hereto. Subject to your termination rights in the Agreement, this order is firm and irrevocable.

The prices and terms of this Amendment must be agreed to and signed by you by March 31, 2014 or it is void.

The parties agree that this Amendment, including all Associated Documents, is the complete agreement between us and replaces any prior oral and/or written communications between us concerning this subject matter. By signing below, the parties agree to the terms of this Amendment and the Associated Documents. If there is a conflict among terms of this Amendment and those of the Associated Documents, for the purposes of this Agreement, those of this Agreement prevail.

Agreed to:  
State of Michigan

Agreed to:  
International Business Machines Corporation

By   
Authorized Signature

By   
Authorized Signature

Name (type or print): Jeff Brownlee

Name (type or print): YOGESH SAXENA

Date: 3/31/14

Date: 3/26/14

Customer number: 7840125  
Customer address: 530 W. Allegan  
Lansing, MI 48933

**Schedule A7: Attachment for Eligible Programs****Category A. New Licenses****Table 1: IPAA Programs – Subscription and Support Coverage through 9/30/2016**

Part Number	Description	Quantity
D0VB9LL	IBM WEBSHERE DATAPOWER INTEGRATION APPLIANCE XI52 VIRTUAL EDITION FOR NON PRODUCTION ENVIRONMENTS PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	1,680
D56P3LL	IBM INTEGRATION BUS PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	1,260
D09PLLL	IBM RATIONAL SYSTEM ARCHITECT FLOATING USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	5
D09LHLL	IBM RATIONAL SYSTEM ARCHITECT PUBLISHER ADD ON FLOATING USER SINGLE SESSION LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	1
D09JSLL	IBM RATIONAL SYSTEM ARCHITECT XT READ ONLY FLOATING USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	1
D09JPLL	IBM RATIONAL SYSTEM ARCHITECT XT READ WRITE FLOATING USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	1
D56L1LL	IBM SECURITY DIRECTORY SERVER PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	1,440

Attachment A

International Passport Advantage Agreement

Supplement for Purchase of IBM Appliances and Appliance Services

Name and Address of Customer:	State of Michigan – Office of E-Michigan Secretary of State Building 7064 Crowner Dr. Dimondale, MI 48821
*Ship to Address:	Attn: Becky Jones (517) 719-8198
*Installation Address: <i>(If different than Ship To Address, include each Specified Location where an Appliance may be installed)</i>	Same as Ship to.
IBM Passport Advantage /Site No:	8422/7189783
Customer No:	7842065

\* If Ship To Address or Installation Address changes prior to shipment of the Appliance, Customer is responsible for notifying IBM (if applicable)

Description	Part Number	Appliance Type	Qty of Appliances	Customer Request Arrival Date (CRAD)**	Maintenance Services Contract Period
IBM SECURITY ACCESS MANAGER FOR WEB APPLIANCE INSTALL APPLIANCE + SUBSCRIPTION AND SUPPORT 12 MONTHS	D13YBLL		2	ASAP	3/31/2014-3/31/2015
IBM SECURITY ACCESS MANAGER FOR WEB APPLIANCE INSTALL ANNUAL APPLIANCE MAINTENANCE + SUBSCRIPTION AND SUPPORT RENEWAL	E0J8LLL		2	ASAP	4/01/2015-9/30/2016
IBM SECURITY ACCESS MANAGER FOR WEB NON-PRODUCTION APPLIANCE INSTALL APPLIANCE + SUBSCRIPTION AND SUPPORT 12 MONTHS	D13YKLL		4	ASAP	3/31/2014-3/31/2015
IBM SECURITY ACCESS MANAGER FOR WEB NON-PRODUCTION APPLIANCE INSTALL ANNUAL APPLIANCE MAINTENANCE + SUBSCRIPTION AND SUPPORT RENEWAL	E0J8SLL		4	ASAP	4/01/2015-9/30/2016

\*\* CRAD is an estimated date in which the Appliance(s) will be delivered to Customer. The official delivery date of Appliance(s) will be communicated at the actual ship date of the Appliance(s)

Appliance Maintenance, Warranty and Warranty Service Upgrade table

Customer Set-Up (Yes/No)	Yes
Type of Service (during warranty):	5 – CRU and On-Site Service
Warranty Period for Machine Component	1 year
Service Level (during warranty)	1 – Next Business Day (NBD), 9x5
Warranty Service Level Upgrades	N/A
Production Status Code	1 – New System
Type of Maintenance Services (after warranty)	A – Next Business Day (NBD) 9x5
Maintenance Service Level (after warranty)	1 – Next Business Day (NBD) 9x5
Maintenance Service Level Upgrades	N/A



Amendment No.7 to the Software and Services Special Option

<b>Production Status Codes:</b> 1. New System 2. Used System 3. Unknown Status *5. POC System Consult the IBM Passport Advantage Appliance Support Handbook ("Appliance Support Handbook") for further details on Production Status Codes at <a href="http://www.ibm.com/software/appliance/support">http://www.ibm.com/software/appliance/support</a> .	<b>Types of Service (during warranty), if available</b> 1. Customer Replaceable Unit (CRU) Service 5. CRU and On-site Service 6. CRU and Courier or Depot Service 7. CRU and Customer Carry-In or Mail-In Service 8. CRU and Machine Exchange Service <b>Service Levels, if available</b> 1. Next Business Day (NBD), 9X5 2. Same Business Day (SBD), 9X5 3. Same Day (SD), 24X7
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<b>Types of Maintenance Service (after warranty), if available</b> A. On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 9am to 5pm, next business day B. On-Site Repair/Exchange Services, __ days a week, __ hrs/day C. On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), __am to __pm, __ hour response objective This type of repair service includes a response objective and is not a guarantee. D. On-Site Repair/Exchange Services, __ days a week, __ hrs/day, __ hour response objective. This type of repair service includes a response objective and is not a guarantee. X. EasyServe (remotely delivered services)
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**International Passport Advantage Agreement**

**Supplement for Purchase of IBM Appliances and Appliance Services**

<b>Name and Address of Customer:</b>	State of Michigan – Office of E-Michigan Treasury Building (Austin Building) 430 W. Allegan St. Lansing, MI 48922
<b>*Ship to Address:</b>	Attn: John Kinkema (517) 243-8942
<b>*Installation Address:</b> (If different than Ship To Address, include each Specified Location where an Appliance may be installed)	Same as Ship to.
<b>IBM Passport Advantage /Site No:</b>	9422/7189783
<b>Customer No:</b>	7842065

\* If Ship To Address or Installation Address changes prior to shipment of the Appliance, Customer is responsible for notifying IBM (if applicable)

Description	Part Number	Appliance Type	Qty of Appliances	Customer Request Arrival Date (CRAD)**	Maintenance Services Contract Period
IBM SECURITY ACCESS MANAGER FOR WEB APPLIANCE INSTALL APPLIANCE + SUBSCRIPTION AND SUPPORT 12 MONTHS	D13YBLL		2	ASAP	3/31/2014-3/31/2015
IBM SECURITY ACCESS MANAGER FOR WEB APPLIANCE INSTALL ANNUAL APPLIANCE MAINTENANCE + SUBSCRIPTION AND SUPPORT RENEWAL	E0J8LLL		2	ASAP	4/01/2015-9/30/2016
IBM SECURITY ACCESS MANAGER FOR WEB NON-PRODUCTION APPLIANCE INSTALL APPLIANCE + SUBSCRIPTION AND SUPPORT 12 MONTHS	D13YKLL		2	ASAP	3/31/2014-3/31/2015



Amendment No.7 to the Software and Services Special Option

IBM SECURITY ACCESS MANAGER FOR WEB NON-PRODUCTION APPLIANCE INSTALL ANNUAL APPLIANCE MAINTENANCE + SUBSCRIPTION AND SUPPORT RENEWAL	E0J89LL	2	ASAP	4/01/2015- 9/30/2018
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\*\* CRAD is an estimated date in which the Appliance(s) will be delivered to Customer. The official delivery date of Appliance(s) will be communicated at the actual ship date of the Appliance(s)

Appliance Maintenance, Warranty and Warranty Service Upgrade table

Customer Set-Up (Yes/No)	Yes
Type of Service (during warranty)	5 – CRU and On-Site Service
Warranty Period for Machine Component	1 year
Service Level (during warranty)	1 – Next Business Day (NBD), 9x5
Warranty Service Level Upgrades	N/A
Production Status Code	1 – New System
Type of Maintenance Services (after warranty)	A – Next Business Day (NBD) 9x5
Maintenance Service Level (after warranty)	1 – Next Business Day (NBD) 9x5
Maintenance Service Level Upgrades	N/A
<b>Production Status Codes:</b>	<b>Types of Service (during warranty), if available</b>
1. New System	1. Customer Replaceable Unit (CRU) Service
2. Used System	5. CRU and On-site Service
3. Unknown Status	6. CRU and Courier or Deput Service
*5. POC System	7. CRU and Customer Carry-In or Mail-In Service
Consult the IBM Passport Advantage Appliance Support Handbook ("Appliance Support Handbook") for further details on Production Status Codes at <a href="http://www.ibm.com/software/appliance/support">http://www.ibm.com/software/appliance/support</a> .	8. CRU and Machine Exchange Service
	<b>Service Levels, if available</b>
	1. Next Business Day (NBD), 9X5
	2. Same Business Day (SBD), 9X5
	3. Same Day (SD), 24X7

<b>Types of Maintenance Service (after warranty), if available</b>
A. On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 9am to 5pm, next business day
B. On-Site Repair/Exchange Services, _ days a week, _ hrs/day
C. On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), _am to _pm, _ hour response objective This type of repair service includes a response objective and is not a guarantee.
D. On-Site Repair/Exchange Services, _ days a week, _ hrs/day, _ hour response objective. This type of repair service includes a response objective and is not a guarantee.
X EasyServe (remotely delivered services)

Order Confirmation

This Supplement for Purchase of IBM Appliances and Appliance Services ("Supplement") confirms Customer's order to acquire the specified IBM Appliance(s) and related Appliance Services.

IBM Passport Advantage Appliance Support Handbook

Consult the IBM Passport Advantage Appliance Support Handbook ("Appliance Support Handbook") for further details on Appliance Services both during and after warranty at <http://www.ibm.com/software/appliance/support>.

Risk of Loss

For each IBM Appliance, IBM bears the risk of loss or damage up to the time it is delivered to the IBM-designated carrier for shipment to Customer or Customer's designated location. Thereafter, Customer assumes the risk. Each IBM Appliance will be covered by insurance, arranged and paid for by IBM for Customer, covering the period until it is delivered to Customer or Customer's designated location. For any loss or damage, Customer must i) report the loss or damage in writing to IBM within 10 business days of delivery, and ii) follow the applicable claim procedure.

This Supplement, the Attachment for Appliance Services from Amendment No. 4, and the Agreement are the complete agreement regarding the purchase of Appliances and Appliance Services and replace all prior oral or written communications, representations, undertakings, warranties, promises, covenants, and commitments between Customer and IBM regarding Customer's purchase of IBM Appliances and Appliance Services. In entering into this Supplement, neither party is relying on any representation that is not specified in this Supplement, the Attachment, or the Agreement. Additional or different terms in any written communication from Customer (such as a purchase order) are void.

Each party accepts the terms of this Supplement by signing it (or another document that incorporates it by reference) by hand or, where recognized by law, electronically. Once signed, i) any reproduction of this Supplement made by reliable means (for example, electronic image, photocopy or facsimile) is considered an original, and ii) all Appliances and Appliance Services ordered under this Supplement are subject to it.

If there is a conflict among the various documents, 1) the terms of an Attachment prevail over those of the Agreement and 2) the terms of this Supplement prevail over both the terms of an Attachment and the Agreement.

\*\*\* End of Attachment A \*\*\*

**Attachment B**

**International Passport Advantage Agreement**

**Supplement for Purchase of IBM Appliances and Appliance Services**

Name and Address of Customer:	State of Michigan – Office of E-Michigan Secretary of State Building 7064 Crowner Dr. Dimondale, MI 48821
*Ship to Address:	Attn: Becky Jones (517) 719-8198
*Installation Address: <i>(If different than Ship To Address, include each Specified Location where an Appliance may be installed)</i>	Same as Ship to.
IBM Passport Advantage /Site No:	9422/7189783
Customer No:	7842065

*\* If Ship To Address or Installation Address changes prior to shipment of the Appliance, Customer is responsible for notifying IBM (if applicable)*

Description	Part Number	Appliance Type	Qty of Appliances	Customer Request Arrival Date (CRAD)**	Maintenance Services Contract Period
IBM WEBSHERE WEBSHERE DATAPOWER SERVICE GATEWAY XG45 APPLIANCE INSTALL APPLIANCE + SUBSCRIPTION AND SUPPORT 12 MONTHS	D0ZF3LL	2426-32X	3	ASAP	3/31/2014-3/31/2015
IBM WEBSHERE WEBSHERE DATAPOWER SERVICE GATEWAY XG45 APPLIANCE INSTALL INITIAL APPLIANCE BUSINESS CRITICAL SERVICE UPGRADE 12 MONTHS	D0ZF5LL	2426-32X	3	ASAP	4/01/2015-9/30/2016
DATA INTEGRATION MODULE FOR IBM WEBSHERE DATAPOWER SERVICE GATEWAY XG45 APPLICATION INSTANCE LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	D0ZF7LL	2426-32X	3	ASAP	3/31/2014-3/31/2015
IBM WEBSHERE WEBSHERE DATAPOWER SERVICE GATEWAY XG45 APPLIANCE INSTALL ANNUAL APPLIANCE MAINTENANCE + SUBSCRIPTION AND SUPPORT RENEWAL 12 MONTHS	E0HH1LL	2426-32X	3	ASAP	4/01/2015-9/30/2016
IBM WEBSHERE WEBSHERE DATAPOWER SERVICE GATEWAY XG45 APPLIANCE INSTALL SUBSEQUENT APPLIANCE BUSINESS CRITICAL SERVICE UPGRADE 12 MONTHS	E0HH2LL	2426-32X	3	ASAP	4/01/2015-9/30/2016
DATA INTEGRATION MODULE FOR IBM WEBSHERE DATAPOWER SERVICE GATEWAY XG45 APPLICATION INSTANCE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	E0HH4LL	2426-32X	3	ASAP	4/01/2015-9/30/2016



Amendment No.7 to the Software and Services Special Option

\*\* CRAD is an estimated date in which the Appliance(s) will be delivered to Customer. The official delivery date of Appliance(s) will be communicated at the actual ship date of the Appliance(s)

Appliance Maintenance, Warranty and Warranty Service Upgrade table

Table with 2 columns: Field Name and Value. Fields include Customer Set-Up (Yes/No), Type of Service (during warranty), Warranty Period for Machine Component, Service Level (during warranty), Warranty Service Level Upgrades, Production Status Code, Type of Maintenance Services (after warranty), Maintenance Service Level (after warranty), Maintenance Service Level Upgrades, Production Status Codes, and Types of Service (during warranty), if available.

- Types of Maintenance Service (after warranty), if available
A. On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 9am to 5pm, next business day
B. On-Site Repair/Exchange Services, \_ days a week, \_ hrs/day
C. On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), \_ am to \_ pm, \_ hour response objective
D. On-Site Repair/Exchange Services, \_ days a week, \_ hrs/day, \_ hour response objective.
X. Easy-Serve (remotely delivered services)

International Passport Advantage Agreement

Supplement for Purchase of IBM Appliances and Appliance Services

Table with 2 columns: Field Name and Value. Fields include Name and Address of Customer, \*Ship to Address, \*Installation Address, IBM Passport Advantage /Site No, and Customer No.

\* If Ship To Address or Installation Address changes prior to shipment of the Appliance, Customer is responsible for notifying IBM (if applicable)

Description	Part Number	Appliance Type	Qty of Appliances	Customer Request Arrival Date (CRAD)**	Maintenance Services Contract Period
IBM WEBSPPHERE WEBSPPHERE DATAPOWER SERVICE GATEWAY XG45 APPLIANCE INSTALL APPLIANCE + SUBSCRIPTION AND SUPPORT 12 MONTHS	D0ZF3LL	2426-32X	3	ASAP	3/31/2014-3/31/2015
IBM WEBSPPHERE WEBSPPHERE DATAPOWER SERVICE GATEWAY XG45 APPLIANCE INSTALL INITIAL APPLIANCE BUSINESS CRITICAL SERVICE UPGRADE 12 MONTHS	D0ZF5LL	2426-32X	3	ASAP	4/01/2015-9/30/2016
DATA INTEGRATION MODULE FOR IBM WEBSPPHERE DATAPOWER SERVICE GATEWAY XG45 APPLICATION INSTANCE LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	D0ZF7LL	2426-32X	3	ASAP	3/31/2014-3/31/2015
IBM WEBSPPHERE WEBSPPHERE DATAPOWER SERVICE GATEWAY XG45 APPLIANCE INSTALL ANNUAL APPLIANCE MAINTENANCE + SUBSCRIPTION AND SUPPORT RENEWAL 12 MONTHS	E0HH1LL	2426-32X	3	ASAP	4/01/2015-9/30/2016
IBM WEBSPPHERE WEBSPPHERE DATAPOWER SERVICE GATEWAY XG45 APPLIANCE INSTALL SUBSEQUENT APPLIANCE BUSINESS CRITICAL SERVICE UPGRADE 12 MONTHS	E0HH2LL	2426-32X	3	ASAP	4/01/2015-9/30/2016
DATA INTEGRATION MODULE FOR IBM WEBSPPHERE DATAPOWER SERVICE GATEWAY XG45 APPLICATION INSTANCE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	E0HH4LL	2426-32X	3	ASAP	4/01/2015-9/30/2016

\*\* CRAD is an estimated date in which the Appliance(s) will be delivered to Customer. The official delivery date of Appliance(s) will be communicated at the actual ship date of the Appliance(s)

**Appliance Maintenance, Warranty and Warranty Service Upgrade table**

Customer Set-Up (Yes/No)	Yes
Type of Service (during warranty):	5 - CRU and On-Site Service
Warranty Period for Machine Component	1 year
Service Level (during warranty)	1 - Next Business Day (NBD), 9x5
Warranty Service Level Upgrades	3 - Same Day (SD), 24X7
Production Status Code	1 - New System
Type of Maintenance Services (after warranty)	1 - Next Business Day (NBD) 9x5
Maintenance Service Level (after warranty)	1 - Next Business Day (NBD) 9x5
Maintenance Service Level Upgrades	3 - Same Day (SD), 24X7

Production Status Codes:	Types of Service (during warranty), if available
1. New System	1. Customer Replaceable Unit (CRU) Service
2. Used System	5. CRU and On-site Service
3. Unknown Status	6. CRU and Courier or Depot Service
*5. POC System	7. CRU and Customer Carry-In or Mail-In Service
Consult the IBM Passport Advantage Appliance Support Handbook ("Appliance Support Handbook") for further details on Production Status Codes at	8. CRU and Machine Exchange Service
<a href="http://www.ibm.com/software/appliance/support">http://www.ibm.com/software/appliance/support</a>	Service Levels, if available
	1. Next Business Day (NBD), 9X5
	2. Same Business Day (SBD), 9X5
	3. Same Day (SD), 24X7

<p><b>Types of Maintenance Service (after warranty), if available</b></p> <p>A. On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 9am to 5pm, next business day</p> <p>B. On-Site Repair/Exchange Services, _ days a week, _hrs/day</p> <p>C. On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), _am to _pm, _ hour response objective This type of repair service includes a response objective and is not a guarantee.</p> <p>D. On-Site Repair/Exchange Services, _ days a week, _hrs/day, _ hour response objective. This type of repair service includes a response objective and is not a guarantee.</p> <p>X. EasyServe (remotely delivered services)</p>
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#### Order Confirmation

This Supplement for Purchase of IBM Appliances and Appliance Services ("Supplement") confirms Customer's order to acquire the specified IBM Appliance(s) and related Appliance Services.

#### IBM Passport Advantage Appliance Support Handbook

Consult the IBM Passport Advantage Appliance Support Handbook ("Appliance Support Handbook") for further details on Appliance Services both during and after warranty at <http://www.ibm.com/software/appliance/support>.

#### Risk of Loss

For each IBM Appliance, IBM bears the risk of loss or damage up to the time it is delivered to the IBM-designated carrier for shipment to Customer or Customer's designated location. Thereafter, Customer assumes the risk. Each IBM Appliance will be covered by insurance, arranged and paid for by IBM for Customer, covering the period until it is delivered to Customer or Customer's designated location. For any loss or damage, Customer must i) report the loss or damage in writing to IBM within 10 business days of delivery, and ii) follow the applicable claim procedure.

This Supplement, the Attachment for Appliance Services from Amendment No. 4, and the Agreement are the complete agreement regarding the purchase of Appliances and Appliance Services and replace all prior oral or written communications, representations, undertakings, warranties, promises, covenants, and commitments between Customer and IBM regarding Customer's purchase of IBM Appliances and Appliance Services. In entering into this Supplement, neither party is relying on any representation that is not specified in this Supplement, the Attachment, or the Agreement. Additional or different terms in any written communication from Customer (such as a purchase order) are void.

Each party accepts the terms of this Supplement by signing it (or another document that incorporates it by reference) by hand or, where recognized by law, electronically. Once signed, i) any reproduction of this Supplement made by reliable means (for example, electronic image, photocopy or facsimile) is considered an original, and ii) all Appliances and Appliance Services ordered under this Supplement are subject to it.

If there is a conflict among the various documents, 1) the terms of an Attachment prevail over those of the Agreement and 2) the terms of this Supplement prevail over both the terms of an Attachment and the Agreement.

\*\*\* End of Attachment B \*\*\*

**Attachment C**  
**License Management**

**1. Entitlement Records**

When you acquire Programs or S&S IBM will issue a Proof of Entitlement or similar record of your acquisition of the specified quantity of the applicable Programs and S&S ("Records") in accordance with this Agreement and the Associated Documents.

In addition, IBM will provide to you on a quarterly basis, or make available to you through an on-line tool or website, a report containing a record of your Program entitlements as reflected in IBM's files. Within 60 days of the report, you will provide to IBM any updates or corrections to your entitlement record and if requested by IBM supporting documentation. You and IBM will reasonably cooperate to resolve any discrepancies. The Records, together with any updates and corrections, will constitute your "Established Entitlement Record."

**2. Continuous Reporting**

You will maintain accurate records of your deployment and utilization of Programs, and report the same to IBM through the process specified below ("Continuous Reporting"). Each party will bear its own costs and expenses related to Continuous Reporting.

**System Generated Reporting.** For Programs with licensing metrics that IBM designates as eligible for system generated reporting, the following process will apply ("System Generated Reporting"):

- IBM will make available at no cost tools designed to measure and report your deployment and utilization of such Programs ("IBM Tools").
- You agree to promptly deploy and configure the IBM Tools in accordance with IBM instructions (and to promptly install and configure new versions, releases and mandatory updates that IBM makes available) on all servers on which any such Programs you license are deployed.
- You must enable automatic reporting features in the IBM Tools, or provide to IBM once per calendar quarter a copy of the deployment and utilization report generated by the IBM Tools.

**Non-System Generated Reporting.** For Programs with licensing metrics that are not eligible for System Generated Reporting:

At IBM's request, you will work with IBM to take inventory of your Programs and develop a mutually agreed plan for ongoing verification of your deployment and utilization of Programs ("License Management Plan") which must include, at a minimum:

- the applicable licensing metric (e.g. number of employees, or users);
- any applicable restrictions or limitations (e.g. geography or application);
- all data elements applicable to measuring for deployment or utilization (e.g. number of ids or authorizations issued);
- mutually agreed processes for gathering the identified data elements, provided that, IBM may use a third party it retains to assist in defining these processes;
- applicable backup documentation, reports, or other data (e.g. annual reports).

The License Management Plan will be updated as necessary due to changes in circumstances (e.g. addition of a new IBM Program). You will implement the processes specified in the License Management Plan and provide to IBM a verification report containing information about your deployment and utilization of the Programs, as designated in the License Management Plan.

IBM, or an independent third party it retains, may perform periodic testing to confirm the effectiveness of the License Management Plan and proper deployment of the IBM Tools.

3. Discrepancy Reports

IBM will periodically compare the Established Entitlement Record and the deployment and utilization reports generated by the Continuous Reporting process and promptly provide you with a report detailing any unresolved discrepancies ("Discrepancy Report"). IBM may use a third party it retains to assist in this analysis.

Within 30 days of the receipt of Discrepancy Report, you will provide to IBM of any updates or corrections to the Discrepancy Report, including supporting documentation if requested. You and IBM shall reasonably cooperate to resolve any errors. IBM will provide you with a final discrepancy report containing any updates and corrections (the "Final Discrepancy Report").

4. License Reconciliation

For discrepancies consisting of deployment or utilization of Programs in excess of entitlements, you agree to acquire directly from IBM the additional license quantities required to meet deployment or utilization via purchase order or alternative acquisition method within 30 days of the Final Discrepancy Report.

For discrepancies consisting of insufficient S&S entitlements you agree to acquire additional entitlements to S&S via purchase order or alternative acquisition method within 30 days of the Final Discrepancy Report. Such entitlements shall have an effective date of the immediately preceding IPAA anniversary date.

For discrepancies consisting of non-compliance with Program licenses designated as "subcapacity" licenses, you will have a 90 day grace period from the Final Discrepancy Report to become compliant with the original license terms, conditions and restrictions. If after 90 days you are not compliant with the original license terms, conditions and restrictions, then you must purchase the required entitlements for your actual deployment and utilization of such Programs as reflected in the Final Discrepancy Report.

5. Alternative Verification

If you have NOT fully implemented or complied with Continuous Reporting, any discrepancies between your Established Entitlement Record and your deployment and utilization will be determined and reconciled via the verification processes specified in the Agreement and the Associated Documents in effect prior to this Attachment C.

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

**CHANGE NOTICE NO. 5**  
 to  
**CONTRACT NO. 071B1300071**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
IBM Corporation New Orchard Drive Armonk, NY 10504-1722	Yogi Saxena	<a href="mailto:yzsaxena@us.ibm.com">yzsaxena@us.ibm.com</a>
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(517) 377-3735	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Ken Crawford	(517) 241-3472	<a href="mailto:crawfordk3@michigan.gov">crawfordk3@michigan.gov</a>
BUYER	DTMB	Barb Suska	(517) 335-4067	<a href="mailto:Suskab2@michigan.gov">Suskab2@michigan.gov</a>

CONTRACT SUMMARY:			
DESCRIPTION: <b>Software Maintenance and Support</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2010	September 30, 2013	5, 1 Yr. Options	September 30, 2016
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:		
\$0.00		\$42,116,450.00		
<b>Effective immediately, the attached Amendment No. 6 to the Software and Services Special Option (SSSO) is hereby incorporated into the Contract. Please also note that the buyer has been changed to Barb Suska. Vendor contact information has been updated. All other terms, conditions, specifications, and pricing remain the same. Per vendor and agency agreement and DTMB Procurement approval.</b>				

This Amendment No. 6 ("Amendment") is effective when signed by all parties and amends the terms of the Software and Services Special Option (the "Agreement"), dated as of September 29, 2010, Amendment No. 1 dated September 30, 2011, Amendment No. 2 dated December 22, 2011, Amendment No. 4 dated June 27, 2013, and Amendment No. 5 dated July 2, 2013 between the State of Michigan ("you") and International Business Machines Corporation ("IBM"). Capitalized terms used in this Amendment, the definitions for which are not found in this Amendment, are defined in the Agreement or the applicable Associated Document(s).

1. This Amendment starts on December 1, 2013 ("Start Date") shall remain in effect up to and including September 30, 2016 ("End Date"), unless earlier terminated as provided in the Agreement. This Amendment applies only to the products described herein.

2. "Eligible Programs" section is amended to add the following:

The Programs that qualify for the terms of this Agreement ("Eligible Programs") are the Programs listed on the Product List (Schedule A6) which is attached to and made part of this Agreement (the "Listed Programs").

Included in the Total Charges for the Listed Programs are charges for any applicable S&S for the Listed Programs and such S&S has a coverage period as stated in Schedule A6.

3. "Charges" section is amended to add the following:

**Amendment 6 Charges**

The Amendment 6 Charges will be invoiced to the State of Michigan and are due on or before the following dates:

Date	Amount Due
December 1, 2013	\$398,902.36
October 1, 2014	\$153,958.38
October 1, 2015	\$144,457.82

The Total Charges do not include any additional amounts incurred pursuant to the Section of this Agreement entitled "Eligible Use of Programs".

You shall be responsible for any sales, use, excise, value - added, services, consumption or other taxes that is due on the provision of goods and services as a whole or on any particular good or service received by the You from IBM. Both the You and IBM will jointly work together to determine taxable amounts. The Total Charges are not cancelable except as may be otherwise provided in the Section of this Agreement entitled "Termination".

4. "General" section is amended to add the following:

a.) Notwithstanding the terms of this Agreement or our prior practice, payment is not contingent upon issuance of a Purchase Order. All approvals required to issue payment have been obtained. Payment in full is due upon receipt of Invoice and payable within 45 days. The bill to, ship to addresses along with specific ordering information and amounts due under this Agreement are included herein or in other documents related hereto. Subject to your termination rights in the Agreement, this order is firm and irrevocable.

**IBM**

**Amendment No.6 to the Software and Services Special Option**

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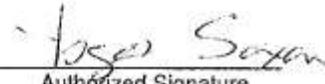
The prices and terms of this Amendment must be agreed to and signed by you by December 31, 2013 or it is void.

The parties agree that this Amendment, including all Associated Documents, is the complete agreement between us and replaces any prior oral and/or written communications between us concerning this subject matter. By signing below, the parties agree to the terms of this Amendment and the Associated Documents. If there is a conflict among terms of this Amendment and those of the Associated Documents, for the purposes of this Agreement, those of this Agreement prevail.

Agreed to:  
**State of Michigan**

Agreed to:  
**International Business Machines Corporation**

By  \_\_\_\_\_  
Authorized Signature

By  \_\_\_\_\_  
Authorized Signature

Name (type or print):

Name (type or print): **YOGESH SAXENA**

Date: **12/12/13**

Date: **12/13/13**

Customer number: 7840125

Customer address: 530 W. Allegan  
Lansing, MI 48933

**Schedule A6: Attachment for Eligible Programs**

**Category A. New Licenses**

**Table A1. IPAA Programs – Subscription and Support Coverage through 11/30/2014**

New Distributed Program Licenses				
Part Number	Product Description	Qty	S&S Coverage From	S&S Coverage To
D0516LL	IBM RATIONAL QUALITY MANAGER QUALITY PROFESSIONAL AUTHORIZED USER SINGLE INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	4	12/1/2013	11/30/2014
D087WLL	IBM RATIONAL QUALITY MANAGER QUALITY PROFESSIONAL FLOATING USER SINGLE INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	4	12/1/2013	11/30/2014
D0028LL	IBM RATIONAL REQUIREMENTS COMPOSER ANALYST FLOATING USER SINGLE INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	2	12/1/2013	11/30/2014
D06MURL	IBM RATIONAL TEAM CONCERT CONTRIBUTOR FLOATING USER SINGLE INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	7	12/1/2013	11/30/2014
D09N4LL	IBM RATIONAL TEAM CONCERT DEVELOPER FLOATING USER SINGLE INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	10	12/1/2013	11/30/2014
D06MDLL	IBM RATIONAL TEAM CONCERT DEVELOPER AUTHORIZED USER SINGLE INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	15	12/1/2013	11/30/2014
D03TLL	IBM INFOSPHERE DATASTAGE PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	400	12/1/2013	11/30/2014
D03TVLL	IBM INFOSPHERE DATASTAGE FOR NON-PRODUCTION ENVIRONMENTS PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	200	12/1/2013	11/30/2014
D561HLL	IBM LICENSE METRIC TOOL PER ESTABLISHMENT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	1	12/1/2013	11/30/2014

**Category B. Subscription & Support for Installed Licenses**

**Table B1. IPAA Program Subscription & Support - Subscription and Support Coverage through 09/30/2016**

S&S for New Distributed Program Licenses				
Part Number	Product Description	Qty	S&S Coverage From	S&S Coverage To
E05M7LL	IBM RATIONAL QUALITY MANAGER QUALITY PROFESSIONAL AUTHORIZED USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	4	12/1/2014	9/30/2016
E06JULL	IBM RATIONAL QUALITY MANAGER QUALITY PROFESSIONAL FLOATING USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	4	12/1/2014	9/30/2016
E08BULL	IBM RATIONAL REQUIREMENTS COMPOSER ANALYST FLOATING USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	2	12/1/2014	9/30/2016
E0AQ3LL	IBM RATIONAL TEAM CONCERT CONTRIBUTOR FLOATING USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	7	12/1/2014	9/30/2016
E0AQ5LL	IBM RATIONAL TEAM CONCERT DEVELOPER FLOATING USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	10	12/1/2014	9/30/2016
E0AQ0LL	IBM RATIONAL TEAM CONCERT DEVELOPER AUTHORIZED USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	15	12/1/2014	9/30/2016
E04PJLL	IBM INFOSPHERE DATASTAGE PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	400	12/1/2014	9/30/2016
E04PLLL	IBM INFOSPHERE DATASTAGE FOR NON-PRODUCTION ENVIRONMENTS PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	200	12/1/2014	9/30/2016
E027NLL	IBM LICENSE METRIC TOOL PER ESTABLISHMENT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	12/1/2014	9/30/2016
S&S Renewals for Existing Dist Pgm Licenses				
Part Number	Product Description	Qty	S&S Coverage From	S&S Coverage To
E0742LL	IBM RATIONAL PUBLISHING ENGINE FLOATING USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	2	10/1/2015	9/30/2016
E05M7LL	IBM RATIONAL QUALITY MANAGER QUALITY PROFESSIONAL AUTHORIZED USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	70	10/1/2015	9/30/2016
E06JULL	IBM RATIONAL QUALITY MANAGER CONTRIBUTOR FLOATING USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	5	10/1/2015	9/30/2016

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

July 3, 2013

**CHANGE NOTICE NO. 4**  
 to  
**CONTRACT NO. 071B1300071**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
IBM Corporation New Orchard Drive Armonk, NY 10504-1722	Bill Crocker	<a href="mailto:crockerw@us.ibm.com">crockerw@us.ibm.com</a>
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 552-6896	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Ken Crawford	(517) 241-3472	<a href="mailto:crawfordk3@michigan.gov">crawfordk3@michigan.gov</a>
BUYER	DTMB	Reid Sisson	(517) 241- 1638	<a href="mailto:sissonr@michigan.gov">sissonr@michigan.gov</a>

CONTRACT SUMMARY:			
DESCRIPTION: Software Maintenance and Support			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2010	September 30, 2013	5, 1 Yr. Options	September 30, 2016
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:		
\$0.00		\$42,116,450.00		
Effective immediately, the attached Amendment No. 5 to the Software and Services Special Option (SSSO) is hereby incorporated into the Contract.				
All other terms, conditions, specifications, and pricing remain the same.				
Per vendor agreement and DTMB Procurement approval.				



**Amendment No.5 to the Software and Services Special Option**

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This Amendment No. 5 ("Amendment") is effective when signed by all parties and amends the terms of the Software and Services Special Option (the "Agreement"), dated as of September 29, 2010, Amendment No. 1 dated September 30, 2011, Amendment No. 2 dated December 22, 2011 and Amendment No. 3 dated September 26, 2012 and Amendment 4 dated June 28, 2013 between the State of Michigan ("you") and International Business Machines Corporation ("IBM"). Capitalized terms used in this Amendment, the definitions for which are not found in this Amendment, are defined in the Agreement or the applicable Associated Document(s).

1. This Amendment starts on July 1, 2013 ("Start Date") and the parties agree to extend the term of the Agreement so that it shall remain in effect up to and including September 30, 2016 ("End Date"), unless earlier terminated as provided in the Agreement.

2. "Eligible Programs" section is amended to add the following:

The Programs that qualify for the terms of this Agreement ("Eligible Programs") are the Programs listed on the Product List (Schedule A5) which is attached to and made part of this Agreement (the "Listed Programs").

Included in the Total Charges for the Listed Programs are charges for any applicable S&S for the Listed Programs and such S&S has a coverage period as stated in Schedule A5.

3. "Charges" section is amended to add the following:

**Amendment 5 Charges**

The Amendment 5 Charges will be invoiced to the State of Michigan and are due on or before the following dates:

July 1,	2013,	U.S.	\$ 210,047
June 1,	2014,	U.S.	\$ 57,789
June 1,	2015,	U.S.	\$ 57,789
June 1,	2016,	U.S.	\$ 14,432

The Total Charges do not include any additional amounts incurred pursuant to the Section of this Agreement entitled "Eligible Use of Programs".

You shall be responsible for any sales, use, excise, value-added, services, consumption or other taxes that is due on the provision of goods and services as a whole or on any particular good or service received by the You from IBM. Both the You and IBM will jointly work together to determine taxable amounts. The Total Charges are not cancelable except as may be otherwise provided in the Section of this Agreement entitled "Termination".

**IBM** Amendment No.5 to the Software and Services Special Option

4. "General" section is amended to add the following

a.) Notwithstanding the terms of this Agreement or our prior practice, payment is not contingent upon issuance of a Purchase Order. All approvals required to issue payment have been obtained. Payment in full is due upon receipt of invoice and payable within 45 days. The bill to, ship to addresses along with specific ordering information and amounts due under this Agreement are included herein or in other documents related hereto. Subject to your termination rights in the Agreement, this order is firm and irrevocable.

The prices and terms of this Amendment must be agreed to and signed by you by July 30, 2013 or it is void.

The parties agree that this Amendment, including all Associated Documents, is the complete agreement between us and replaces any prior oral and/or written communications between us concerning this subject matter. By signing below, the parties agree to the terms of this Amendment and the Associated Documents. If there is a conflict among terms of this Amendment and those of the Associated Documents, for the purposes of this Agreement, those of this Agreement prevail.

Agreed to:  
**State of Michigan**

By \_\_\_\_\_  
Authorized Signature

Name (type or print):  
Date:

Customer number: 7640125  
Customer address: 530 W. Allegan  
Lansing, MI 48933

Agreed to:  
**International Business Machines Corporation**

By William C. Crocker  
Authorized Signature

Name (type or print): BILL CROCKER  
Date: 7/1/2013

**IBM** Amendment No.5 to the Software and Services Special Option

**Schedule A5: Attachment for Eligible Programs**

**Category A. New Licenses**

**Table A1. IPAA Programs – Subscription and Support Coverage Through 09/30/2016**

Part Number	Description	Quantity	S&S Coverage From	S&S Coverage To
D55W8LL	IBM WEBSHERE APPLICATION SERVER PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	4 020	7/1/2013	9/30/2016
D0VB0LL	IBM WEBSHERE DATAPOWER INTEGRATION APPLIANCE X86 VIRTUAL EDITION FOR NON PRODUCTION ENVIRONMENTS PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	280	7/1/2013	9/30/2016
D551LL	IBM RATIONAL CLEARQUEST FLOATING USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	25	7/1/2013	9/30/2016

**Category B. Subscription & Support for Installed Licenses**

**Table B1. IPAA Program Subscription & Support - Subscription and Support Coverage Through 09/30/2016**

Part Number	Description	Quantity	S&S Coverage From	S&S Coverage To
E0250LL	IBM WEBSHERE APPLICATION SERVER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	2350	10/1/2013	9/30/2016

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

June 28, 2013

**CHANGE NOTICE NO. 3**  
 to  
**CONTRACT NO. 071B1300071**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
IBM Corporation New Orchard Drive Armonk, NY 10504-1722	Bill Crocker	<a href="mailto:crockerw@us.ibm.com">crockerw@us.ibm.com</a>
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 552-6896	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Ken Crawford	(517) 241-3472	<a href="mailto:crawfordk3@michigan.gov">crawfordk3@michigan.gov</a>
BUYER	DTMB	Reid Sisson	(517) 241- 1638	<a href="mailto:sissonr@michigan.gov">sissonr@michigan.gov</a>

CONTRACT SUMMARY:			
DESCRIPTION: <b>Software Maintenance and Support</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2010	September 30, 2013	5, 1 Yr. Options	September 30, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3 year	Sept. 30, 2016
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$24,800,000.00		\$42,116,450.00		
Effective June 26, 2013, per vendor agreement, DTMB Procurement approval, and State Administrative approvals dated December 18 2012 and June 18 2013, this contract is hereby INCREASED by \$24,800,000.00 and exercises three option years, with new contract end date is September 30, 2016. The attached SSSO Amendment No.4 is hereby incorporated into the Contract. All other terms, conditions, specifications, and pricing remain the same.				



FileNet Products		
E04XTLL	NA	IBM FileNet Application Connector for Siebel IDL Non-Prod Server
E04YQLL	D0489LL	IBM FileNet Capture Professional – Personal Edition Client Device
E04YWLL	D048NLL	IBM FileNet Capture Desktop - Personal Edition Client Device
E04YYLL	D048RLL	IBM FileNet Capture Professional – Low Volume Edition Client Device
E04Z1LL	D048WLL	IBM FileNet Capture Professional – Additional Document Entry Client Device
E04Z2LL	D048YLL	IBM FileNet Capture Professional - File Import Client Device
E04ZNLL	D04A5LL	IBM FileNet Capture Toolkit Client Device
E04ZSLL	D04ADLL	IBM FileNet Capture - Document Processing Client Device
E0501LL	D04AWLL	IBM FileNet Content Manager Authorized User Value Unit (3,139 users)
E0503LL	D04B0LL	IBM FileNet Content Manager External User Value Unit (368,500 users)
E050JLL	D04C7LL	IBM FileNet Image Services Resource Adapter Professional Edition Server
E050MLL	D04CDLL	IBM FileNet Image Services Web Services/IDM Toolkit Client Device
E050WLL	D04CWLL	IBM FileNet Image Services Resource Adapter Professional Edition Non-Prod Server
E052MLL	D04GELL	IBM FileNet Print Printer
E0530LL	D04H5LL	IBM FileNet Image Services Connector to Magnetic Storage & Retrieval Resource Value Unit
E0532LL	D04H9LL	IBM FileNet Image Services Integral SDS Connector to Centra Resource Value Unit
E0545LL	D04JBLL	IBM FileNet Image Manager Active Edition Add-on Authorized User Value Unit
Tivoli Products		
E07BULL	D0A1VLL	IBM Tivoli Asset Discovery for Distributed 10 Processor Value Units (PVUS)

Prices are based on the IBM prices available in the country in which you acquire the Programs.

**7. Option to Acquire Additional IBM S&S**

Provided (i) your S&S has not lapsed;(ii) S&S is made generally available for the affected Program(s) (e.g., S&S has not been withdrawn); and (iii) you renew S&S for Eligible Programs on Table 1 and Schedule A4 prior to the beginning of the S&S Coverage Period below. For each S&S renewal order IBM receives from you, you shall be entitled to receive the pricing listed below for acquisitions of S&S for the quantities of Eligible Programs listed in Table 1 and **Schedule A4** herein. S&S must be ordered directly from IBM by providing written authorization to IBM (e.g., order form, order letter, purchase order) at least 30 days prior to the beginning of the S&S Coverage Period below to qualify for the pricing set forth in this paragraph,

S&S Coverage Period	Discount Off Then Current Passport Advantage RSVP level GV
October 30, 2016-October 30, 2017	15%

Prices are based on the IBM prices available in the country in which you acquire the Programs.

For example, in the event you acquire WebSphere S&S with a current RSVP Level GV price of \$32.30, the reduced GV- 15% RSVP level would be \$27.46 as shown in the chart below.

E Part Number	Description	Quantity	Current RSVP Level GV Price	GV-15% Price
E025SLL	IBM WEBSHERE APPLICATION SERVER NETWORK DEPLOYMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	1	\$32.30	\$27.46

8. "General" section is amended to add the following:

a.) Notwithstanding the terms of this Agreement or our prior practice, payment is not contingent upon issuance of a Purchase Order. All approvals required to issue payment have been obtained. Payment in full is due upon receipt of invoice and payable within 45 days. The bill to, ship to addresses along with specific ordering information and amounts due under this Agreement are included herein or in other documents related hereto. Subject to your termination rights in the Agreement, this order is firm and irrevocable.

The prices and terms of this Amendment must be agreed to and signed by you by June 30, 2013 or it is void.

The parties agree that this Amendment, including all Associated Documents, is the complete agreement between us and replaces any prior oral and/or written communications between us concerning this subject matter. By signing below, the parties agree to the terms of this Amendment and the Associated Documents. If there is a conflict among terms of this Amendment and those of the Associated Documents, for the purposes of this Agreement, those of this Agreement prevail.

Agreed to:  
State of Michigan

Agreed to:  
International Business Machines Corporation

By \_\_\_\_\_  
Authorized Signature

By William S. Crocker  
Authorized Signature

Name (type or print):  
Date:

Name (type or print): BILL CROCKER  
Date: 6/27/2013

Customer number: 7840125  
Customer address: 530 W. Allegan  
Lansing, MI 48933

**Schedule A4: Attachment for Eligible Programs**

**Category A. New Licenses**

**Table A1. IPAA Programs – Subscription and Support Coverage Through 09/30/2016**

Part Number	Description	Quantity	S&S Coverage From	S&S Coverage To
D0GVRLL	IBM PRODUCTION IMAGING EDITION ADD-ON FOR FILENET CONTENT MANAGER AUTHORIZED USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	755	6/30/2013	9/30/2016
D0GV4LL	IBM PRODUCTION IMAGING EDITION ADD-ON FOR FILENET BUSINESS PROCESS MANAGER AUTHORIZED USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	192	6/30/2013	9/30/2016
D04GJLL	IBM ENTERPRISE RECORDS ADD-ON AUTHORIZED USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	3815	6/30/2013	9/30/2016
D0GN4LL	IBM RATIONAL TEAM CONCERT DEVELOPER FLOATING USER SINGLE INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	30	6/30/2013	9/30/2016
D0GMULL	IBM RATIONAL TEAM CONCERT CONTRIBUTOR FLOATING USER SINGLE INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	14	6/30/2013	9/30/2016
D0VBBLL	APPLICATION OPTIMIZATION FOR IBM WEBSHERE DATAPOWER INTEGRATION APPLIANCE XI52 VIRTUAL EDITION PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	280	6/30/2013	9/30/2016
D56P3LL	IBM INTEGRATION BUS PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	560	6/30/2013	9/30/2016
D56P3LL	IBM INTEGRATION BUS PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	420	6/30/2013	9/30/2016
D0NUNLL	IBM INFOSPHERE MASTER DATA MANAGEMENT PROVIDER HUB - STANDARD EDITION RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	2250	6/30/2013	9/30/2016
D087WLL	IBM RATIONAL QUALITY MANAGER QUALITY PROFESSIONAL FLOATING USER SINGLE INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	25	6/30/2013	9/30/2016
D0C29LL	IBM RATIONAL REQUIREMENTS COMPOSER ANALYST FLOATING USER SINGLE INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	2	6/30/2013	9/30/2016
D09JTLL	IBM RATIONAL PUBLISHING ENGINE FLOATING USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	2	6/30/2013	9/30/2016
D0DGULL	IBM WEBSHERE MQ ADVANCED MESSAGE SECURITY PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	700	6/30/2013	9/30/2016
D0GMDLL	IBM RATIONAL TEAM CONCERT DEVELOPER AUTHORIZED USER SINGLE INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	16	6/30/2013	9/30/2016
D05T5LL	IBM RATIONAL QUALITY MANAGER QUALITY PROFESSIONAL AUTHORIZED USER SINGLE INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	58	6/30/2013	9/30/2016
D0GMULL	IBM RATIONAL TEAM CONCERT CONTRIBUTOR FLOATING USER SINGLE INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	4	6/30/2013	9/30/2016
D0GPCLL	IBM RATIONAL TEAM CONCERT STAKEHOLDER FLOATING USER SINGLE INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	3	6/30/2013	9/30/2016
D0PRPLL	IBM RATIONAL TEST WORKBENCH FLOATING USER SINGLE INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	5	6/30/2013	9/30/2016
D0PTZLL	IBM RATIONAL TEST VIRTUALIZATION SERVER PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	280	6/30/2013	9/30/2016
D048TLL	IBM FILENET CAPTURE PROFESSIONAL - HIGH VOLUME EDITION CLIENT DEVICE LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	1	6/30/2013	9/30/2016
D049XLL	IBM FILENET CAPTURE PROFESSIONAL - MEDIUM VOLUME EDITION CLIENT DEVICE LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	13	6/30/2013	9/30/2016
D54LILL	IBM RATIONAL SOFTWARE ARCHITECT FOR WEBSHERE AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	12	6/30/2013	9/30/2016

Part Number	Description	Quantity	S&S Coverage From	S&S Coverage To
D0HSKLL	IBM ENDPOINT MANAGER FOR SOFTWARE USE ANALYSIS RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	13,300	6/30/2013	9/30/2016
D0HSMLL	IBM ENDPOINT MANAGER FOR SOFTWARE USE ANALYSIS CLIENT DEVICE LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	4,750	6/30/2013	9/30/2016

**Category B. Subscription & Support for Installed Licenses**

**Table B1. IPAA Program Subscription & Support - Subscription and Support Coverage Through 09/30/2016**

Part Number	Description	Quantity	S&S Coverage From	S&S Coverage To
E046DLL	IBM SECURITY APPSCAN STANDARD FLOATING USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	2	10/1/2013	9/30/2016
E04PLLL	IBM INFOSPHERE DATASTAGE FOR NON-PRODUCTION ENVIRONMENTS PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	400	10/1/2013	9/30/2016
E04PSLL	IBM INFOSPHERE INFORMATION ANALYZER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	400	10/1/2013	9/30/2016
E04PYLL	IBM INFOSPHERE QUALITYSTAGE FOR NON-PRODUCTION ENVIRONMENTS PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	400	10/1/2013	9/30/2016
E025SLL	IBM WEBSHERE APPLICATION SERVER NETWORK DEPLOYMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	500	10/1/2013	9/30/2016
E025SLL	IBM WEBSHERE APPLICATION SERVER NETWORK DEPLOYMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	400	10/1/2013	9/30/2016
E02OILL	IBM WEBSHERE TRANSFORMATION EXTENDER PACK FOR X12 APPLICATION INSTANCE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	10/1/2013	9/30/2016
E02RZLL	IBM WEBSHERE TRANSFORMATION EXTENDER DESIGN STUDIO AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	5	10/1/2013	9/30/2016
E02URLL	IBM WEBSHERE TRANSFORMATION EXTENDER WITH LAUNCHER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	200	10/1/2013	9/30/2016
E0225LL	IBM DOMINO UTILITY SERVER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	100	10/1/2013	9/30/2016
E07UMLL	IBM DOMINO ENTERPRISE CLIENT ACCESS LICENSE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	4	10/1/2013	9/30/2016
E04NFLL	IBM SECURITY ACCESS MANAGER FOR WEB USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	250	10/1/2013	9/30/2016
E01MZLL	IBM TIVOLI DIRECTORY INTEGRATOR IDENTITY EDITION USER VALUE UNIT SW SUBSCRIPTION & SUPPORT RENEWAL	2000	10/1/2013	9/30/2016
E01MJLL	IBM RATIONAL APPLICATION DEVELOPER FOR WEBSHERE SOFTWARE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	3	10/1/2013	9/30/2016
E01MJLL	IBM RATIONAL APPLICATION DEVELOPER FOR WEBSHERE SOFTWARE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	2	10/1/2013	9/30/2016
E01MJLL	IBM RATIONAL APPLICATION DEVELOPER FOR WEBSHERE SOFTWARE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	2	10/1/2013	9/30/2016
E01MJLL	IBM RATIONAL APPLICATION DEVELOPER FOR WEBSHERE SOFTWARE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	5	10/1/2013	9/30/2016
E04PJLL	IBM INFOSPHERE DATASTAGE PROCESSOR VALUE UNIT (PVU)	400	10/1/2013	9/30/2016

Part Number	Description	Quantity	S&S Coverage From	S&S Coverage To
	ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL			
E04NZLL	IBM INFOSPHERE DATASTAGE AND QUALITYSTAGE DESIGNER CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	10	10/1/2013	9/30/2016
E04PQLL	IBM INFOSPHERE QUALITYSTAGE PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	400	10/1/2013	9/30/2016
E060QLL	IBM COGNOS BUSINESS INTELLIGENCE ADMINISTRATOR AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	10	10/1/2013	9/30/2016
E0615LL	IBM COGNOS BUSINESS INTELLIGENCE BUSINESS AUTHOR. AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	50	10/1/2013	9/30/2016
E061BLL	IBM COGNOS BUSINESS INTELLIGENCE CONSUMER AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	200	10/1/2013	9/30/2016
E060TLL	IBM COGNOS BUSINESS INTELLIGENCE PROFESSIONAL AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	10	10/1/2013	9/30/2016
E0622LL	IBM COGNOS BUSINESS INTELLIGENCE SOFTWARE DEVELOPMENT KIT AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	2	10/1/2013	9/30/2016
E060KLL	IBM COGNOS BUSINESS INTELLIGENCE FOR NON-PRODUCTION ENVIRONMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	200	10/1/2013	9/30/2016
E025QLL	IBM WEBSPPHERE APPLICATION SERVER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	2400	10/1/2013	9/30/2016
E04NFLL	IBM SECURITY ACCESS MANAGER FOR WEB USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	1050	10/1/2013	9/30/2016
E05JCLL	IBM RATIONAL LIFECYCLE PACKAGE WITH CLEARCASE FLOATING USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	25	10/1/2013	9/30/2016
E025SLL	IBM WEBSPPHERE APPLICATION SERVER NETWORK DEPLOYMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	4280	10/1/2013	9/30/2016
E0256LL	IBM WEBSPPHERE MQ PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1800	10/1/2013	9/30/2016
E02AULL	IBM INTEGRATION BUS PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	700	10/1/2013	9/30/2016
E02RZLL	IBM WEBSPPHERE TRANSFORMATION EXTENDER DESIGN STUDIO AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	3	10/1/2013	9/30/2016
E02UQLL	IBM WEBSPPHERE TRANSFORMATION EXTENDER WITH COMMAND SERVER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	640	10/1/2013	9/30/2016
E012XLL	IBM RATIONAL CLEARCASE CHANGE MANAGEMENT SOLUTION FLOATING USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	90	10/1/2013	9/30/2016
E0130LL	IBM RATIONAL CLEARQUEST FLOATING USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	20	10/1/2013	9/30/2016
E0137LL	IBM RATIONAL REQUISITEPRO FLOATING USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	13	10/1/2013	9/30/2016
E019DLL	IBM RATIONAL REQUISITEPRO AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	20	10/1/2013	9/30/2016
E08X3LL	IBM RATIONAL SOFTWARE ARCHITECT EXTENSION FOR INTEGRATED ARCHITECTURE FRAMEWORKS AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	15	10/1/2013	9/30/2016
E08WTL	IBM RATIONAL SOFTWARE ARCHITECT AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	15	10/1/2013	9/30/2016
E01M8LL	IBM RATIONAL ANNUAL SW ARCHITECT FOR WEBSPPHERE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	17	10/1/2013	9/30/2016
E01MJLL	IBM RATIONAL APPLICATION DEVELOPER FOR WEBSPPHERE SOFTWARE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	27	10/1/2013	9/30/2016
E01MJLL	IBM RATIONAL APPLICATION DEVELOPER FOR WEBSPPHERE SOFTWARE AUTHORIZED USER ANNUAL SW SUBSCRIPTION &	12	10/1/2013	9/30/2016

Part Number	Description	Quantity	S&S Coverage From	S&S Coverage To
	SUPPORT RENEWAL			
E01MJLL	IBM RATIONAL APPLICATION DEVELOPER FOR WEBSHERE SOFTWARE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	15	10/1/2013	9/30/2016
E01MJLL	IBM RATIONAL APPLICATION DEVELOPER FOR WEBSHERE SOFTWARE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	3	10/1/2013	9/30/2016
E025SLL	IBM WEBSHERE APPLICATION SERVER NETWORK DEPLOYMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	3200	10/1/2013	9/30/2016
E025QLL	IBM WEBSHERE APPLICATION SERVER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	400	10/1/2013	9/30/2016
E02AULL	IBM INTEGRATION BUS PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	400	10/1/2013	9/30/2016
E01MJLL	IBM RATIONAL APPLICATION DEVELOPER FOR WEBSHERE SOFTWARE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	10/1/2013	9/30/2016
E055DLL	IBM RATIONAL HIS FOR MULTIPLATFORMS, AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	100	10/1/2013	9/30/2016
E025SLL	IBM WEBSHERE APPLICATION SERVER NETWORK DEPLOYMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	600	10/1/2013	9/30/2016
E04NZLL	IBM INFOSPHERE DATASTAGE AND QUALITYSTAGE DESIGNER CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	15	10/1/2013	9/30/2016
E08RLLL	IBM INFOSPHERE INFORMATION ANALYZER WORKBENCH CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	10/1/2013	9/30/2016
E0256LL	IBM WEBSHERE MQ PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	400	10/1/2013	9/30/2016
E0256LL	IBM WEBSHERE MQ PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	400	10/1/2013	9/30/2016
E025SLL	IBM WEBSHERE APPLICATION SERVER NETWORK DEPLOYMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	600	10/1/2013	9/30/2016
E025SLL	IBM WEBSHERE APPLICATION SERVER NETWORK DEPLOYMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	400	10/1/2013	9/30/2016
E025SLL	IBM WEBSHERE APPLICATION SERVER NETWORK DEPLOYMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	80	10/1/2013	9/30/2016
E025SLL	IBM WEBSHERE APPLICATION SERVER NETWORK DEPLOYMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	160	10/1/2013	9/30/2016
E025SLL	IBM WEBSHERE APPLICATION SERVER NETWORK DEPLOYMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	160	10/1/2013	9/30/2016
E025SLL	IBM WEBSHERE APPLICATION SERVER NETWORK DEPLOYMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	600	10/1/2013	9/30/2016
E025QLL	IBM WEBSHERE APPLICATION SERVER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	20	10/1/2013	9/30/2016
E02AULL	IBM INTEGRATION BUS PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1000	10/1/2013	9/30/2016
E04NFLL	IBM SECURITY ACCESS MANAGER FOR WEB USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	2000	10/1/2013	9/30/2016
E0AUULL	IBM MAXIMO ASSET MANAGEMENT AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	72	10/1/2013	9/30/2016
E0AUTLL	IBM MAXIMO ASSET MANAGEMENT LIMITED USE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	10	10/1/2013	9/30/2016
E012XLL	IBM RATIONAL CLEARCASE CHANGE MANAGEMENT SOLUTION FLOATING USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	55	10/1/2013	9/30/2016
E025SLL	IBM WEBSHERE APPLICATION SERVER NETWORK DEPLOYMENT	2760	10/1/2013	9/30/2016

Part Number	Description	Quantity	S&S Coverage From	S&S Coverage To
	PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS			
E025SLL	IBM WEBSHERE APPLICATION SERVER NETWORK DEPLOYMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	2120	10/1/2013	9/30/2016
E06WHLL	IBM SECURITY IDENTITY AND ACCESS ASSURANCE USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	17600	10/1/2013	9/30/2016
E02Y1LL	IBM RATIONAL BUILD FORGE ENTERPRISE EDITION SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	10/1/2013	9/30/2016
E03PILL	IBM RATIONAL BUILD FORGE ACCESS FLOATING USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	10	10/1/2013	9/30/2016
E02XZLL	IBM RATIONAL BUILD FORGE ENTERPRISE EDITION ADAPTOR TOOLKIT SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	10/1/2013	9/30/2016
E05M7LL	IBM RATIONAL QUALITY MANAGER QUALITY PROFESSIONAL AUTHORIZED USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	3	10/1/2013	9/30/2016
E06JKLL	IBM RATIONAL QUALITY MANAGER QUALITY PROFESSIONAL FLOATING USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	25	10/1/2013	9/30/2016
E05JILL	IBM RATIONAL QUALITY MANAGER CONTRIBUTOR FLOATING USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	5	10/1/2013	9/30/2016
E01MJLL	IBM RATIONAL APPLICATION DEVELOPER FOR WEBSHERE SOFTWARE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	25	10/1/2013	9/30/2016
E0CYDLL	IBM INFOSPHERE MASTER DATA MANAGEMENT INDIVIDUAL HUB - STANDARD EDITION FOR NON-FINANCIAL SERVICES PER RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	7610	10/1/2013	9/30/2016
E0DHWLL	IBM INFOSPHERE MASTER DATA MANAGEMENT PROVIDER HUB - STANDARD EDITION RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	800	10/1/2013	9/30/2016
E089NLL	IBM TIVOLI SECURITY INFORMATION AND EVENT MANAGER COMPLIANCE MANAGEMENT MODULES RESOURCE VALUE UNIT FOR ZENTERPRISE BLADECENTER EXTENSION AND LINUX ON SYSTEM Z ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	10/1/2013	9/30/2016
E04Y8LL	IBM CASE FOUNDATION AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	20	10/1/2013	9/30/2016
E08WTL	IBM RATIONAL SOFTWARE ARCHITECT AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	20	10/1/2013	9/30/2016
E01MJLL	IBM RATIONAL APPLICATION DEVELOPER FOR WEBSHERE SOFTWARE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	47	10/1/2013	9/30/2016
E0742LL	IBM RATIONAL PUBLISHING ENGINE FLOATING USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	2	10/1/2013	9/30/2016
E01M8LL	IBM RATIONAL ANNUAL SW ARCHITECT FOR WEBSHERE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	19	10/1/2013	9/30/2016
E025SLL	IBM WEBSHERE APPLICATION SERVER NETWORK DEPLOYMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	2560	10/1/2013	9/30/2016
E025SLL	IBM WEBSHERE APPLICATION SERVER NETWORK DEPLOYMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	1200	10/1/2013	9/30/2016
E05M7LL	IBM RATIONAL QUALITY MANAGER QUALITY PROFESSIONAL AUTHORIZED USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	20	10/1/2013	9/30/2016
E06JKLL	IBM RATIONAL QUALITY MANAGER QUALITY PROFESSIONAL FLOATING USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	10	10/1/2013	9/30/2016
E06JILL	IBM RATIONAL QUALITY MANAGER CONTRIBUTOR FLOATING USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	5	10/1/2013	9/30/2016

Part Number	Description	Quantity	S&S Coverage From	S&S Coverage To
E060ILL	IBM RATIONAL REQUIREMENTS COMPOSER ANALYST AUTHORIZED USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	10	10/1/2013	9/30/2016
E08BULL	IBM RATIONAL REQUIREMENTS COMPOSER ANALYST FOR SYSTEM Z FLOATING USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	5	10/1/2013	9/30/2016
E08BWLL	IBM RATIONAL REQUIREMENTS COMPOSER CONTRIBUTOR FLOATING USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	15	10/1/2013	9/30/2016
E0137LL	IBM RATIONAL REQUISITEPRO FLOATING USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	25	10/1/2013	9/30/2016
E0501LL	IBM FILENET CONTENT MANAGER AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	20	10/1/2013	9/30/2016
E025SLL	IBM WEBSHERE APPLICATION SERVER NETWORK DEPLOYMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	3200	10/1/2013	9/30/2016
E01M8LL	IBM RATIONAL ANNUAL SW ARCHITECT FOR WEBSHERE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	25	10/1/2013	9/30/2016
E01MJLL	IBM RATIONAL APPLICATION DEVELOPER FOR WEBSHERE SOFTWARE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	12	10/1/2013	9/30/2016
E0256LL	IBM WEBSHERE MO PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	3200	10/1/2013	9/30/2016
E053KLL	IBM FILENET IMAGE SERVICES AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	10	10/1/2013	9/30/2016
E054ALL	IBM FILENET IMAGE SERVICES TOOLKIT CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	10/1/2013	9/30/2016
E0527LL	IBM FILENET HIGH PERFORMANCE IMAGE IMPORT NON-PROD SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	10/1/2013	9/30/2016
E052WLL	IBM FILENET IMAGE SERVICES CONNECTOR TO CENTERA STORAGE & RETRIEVAL RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	49	10/1/2013	9/30/2016
E053KLL	IBM FILENET IMAGE SERVICES AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	2	10/1/2013	9/30/2016
E052WLL	IBM FILENET IMAGE SERVICES CONNECTOR TO CENTERA STORAGE & RETRIEVAL RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	10	10/1/2013	9/30/2016
E0532LL	IBM FILENET IMAGE SERVICES INTEGRAL SDS CONNECTOR TO CENTRA RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	34	10/1/2013	9/30/2016
E0AUULL	IBM MAXIMO ASSET MANAGEMENT AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	60	10/1/2013	9/30/2016
E0AUTLL	IBM MAXIMO ASSET MANAGEMENT LIMITED USE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	180	10/1/2013	9/30/2016
E0AUULL	IBM MAXIMO ASSET MANAGEMENT AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	15	10/1/2013	9/30/2016
E04Y8LL	IBM CASE FOUNDATION AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	350	10/1/2013	9/30/2016
E04Y6LL	IBM CASE FOUNDATION ADD-ON AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	159	10/1/2013	9/30/2016
E04Y6LL	IBM CASE FOUNDATION ADD-ON AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	13	10/1/2013	9/30/2016
E04Y6LL	IBM CASE FOUNDATION ADD-ON AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	166	10/1/2013	9/30/2016
E04Y6LL	IBM CASE FOUNDATION ADD-ON AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	127	10/1/2013	9/30/2016
E0501LL	IBM FILENET CONTENT MANAGER AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1419	10/1/2013	9/30/2016
E0501LL	IBM FILENET CONTENT MANAGER AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	246	10/1/2013	9/30/2016
E0501LL	IBM FILENET CONTENT MANAGER AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	567	10/1/2013	9/30/2016
E0501LL	IBM FILENET CONTENT MANAGER AUTHORIZED USER VALUE UNIT	311	10/1/2013	9/30/2016

Part Number	Description	Quantity	S&S Coverage From	S&S Coverage To
	ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL			
E0545LL	IBM FILENET IMAGE MANAGER ACTIVE EDITION ADD-ON AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	25	10/1/2013	9/30/2016
E0545LL	IBM FILENET IMAGE MANAGER ACTIVE EDITION ADD-ON AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1021	10/1/2013	9/30/2016
E0545LL	IBM FILENET IMAGE MANAGER ACTIVE EDITION ADD-ON AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	423	10/1/2013	9/30/2016
E0545LL	IBM FILENET IMAGE MANAGER ACTIVE EDITION ADD-ON AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	163	10/1/2013	9/30/2016
E05NZLL	IBM CONTENT COLLECTOR FOR FILE SYSTEMS AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	4616	10/1/2013	9/30/2016
E04XTLL	IBM FILENET APPLICATION CONNECTOR FOR SIEBEL IDL NON-PROD SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	10/1/2013	9/30/2016
E04XYLL	IBM FILENET APPLICATION CONNECTOR FOR SIEBEL SERVER CONCURRENT USER (UP TO 1:10) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	71	10/1/2013	9/30/2016
E04Z0LL	IBM FILENET CAPTURE PROFESSIONAL - HIGH VOLUME EDITION CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	10/1/2013	9/30/2016
E04Z0LL	IBM FILENET CAPTURE PROFESSIONAL - HIGH VOLUME EDITION CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	3	10/1/2013	9/30/2016
E04ZKLL	IBM FILENET CAPTURE PROFESSIONAL - MEDIUM VOLUME EDITION CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	10/1/2013	9/30/2016
E04ZKLL	IBM FILENET CAPTURE PROFESSIONAL - MEDIUM VOLUME EDITION CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	10/1/2013	9/30/2016
E04ZKLL	IBM FILENET CAPTURE PROFESSIONAL - MEDIUM VOLUME EDITION CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	10/1/2013	9/30/2016
E04ZKLL	IBM FILENET CAPTURE PROFESSIONAL - MEDIUM VOLUME EDITION CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	10/1/2013	9/30/2016
E04YYLL	IBM FILENET CAPTURE PROFESSIONAL - LOW VOLUME EDITION CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	10/1/2013	9/30/2016
E04YYLL	IBM FILENET CAPTURE PROFESSIONAL - LOW VOLUME EDITION CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	10/1/2013	9/30/2016
E04YYLL	IBM FILENET CAPTURE PROFESSIONAL - LOW VOLUME EDITION CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	2	10/1/2013	9/30/2016
E04Z1LL	IBM FILENET CAPTURE PROFESSIONAL - ADDITIONAL DOCUMENT ENTRY CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	2	10/1/2013	9/30/2016
E04Z1LL	IBM FILENET CAPTURE PROFESSIONAL - ADDITIONAL DOCUMENT ENTRY CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	10/1/2013	9/30/2016
E04Z1LL	IBM FILENET CAPTURE PROFESSIONAL - ADDITIONAL DOCUMENT ENTRY CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	27	10/1/2013	9/30/2016
E04Z2LL	IBM FILENET CAPTURE PROFESSIONAL-FILE IMPORT CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	3	10/1/2013	9/30/2016
E04YQLL	IBM FILENET CAPTURE PROFESSIONAL - PERSONAL EDITION CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	10/1/2013	9/30/2016
E04ZSLL	IBM FILENET CAPTURE-DOCUMENT PROCESSING CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	2	10/1/2013	9/30/2016
E04Z0LL	IBM FILENET CAPTURE OCR-TO-PDF CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	10/1/2013	9/30/2016
E04YTLL	IBM FILENET CAPTURE DESKTOP - MEDIUM VOLUME EDITION CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	4	10/1/2013	9/30/2016
E04YTLL	IBM FILENET CAPTURE DESKTOP - MEDIUM VOLUME EDITION CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	2	10/1/2013	9/30/2016
E04YSLL	IBM FILENET CAPTURE DESKTOP - LOW VOLUME EDITION CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	8	10/1/2013	9/30/2016
E04ZNLL	IBM FILENET CAPTURE TOOLKIT CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	10/1/2013	9/30/2016

Part Number	Description	Quantity	S&S Coverage From	S&S Coverage To
E052CLL	IBM FILENET HIGH PERFORMANCE IMAGE IMPORT SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	10/1/2013	9/30/2016
E052CLL	IBM FILENET HIGH PERFORMANCE IMAGE IMPORT SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	10/1/2013	9/30/2016
E0527LL	IBM FILENET HIGH PERFORMANCE IMAGE IMPORT NON-PROD SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	10/1/2013	9/30/2016
E0530LL	IBM FILENET IMAGE SERVICES CONNECTOR TO MAGNETIC STORAGE & RETRIEVAL RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	6	10/1/2013	9/30/2016
E0530LL	IBM FILENET IMAGE SERVICES CONNECTOR TO MAGNETIC STORAGE & RETRIEVAL RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	55	10/1/2013	9/30/2016
E0530LL	IBM FILENET IMAGE SERVICES CONNECTOR TO MAGNETIC STORAGE & RETRIEVAL RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	12	10/1/2013	9/30/2016
E050MLL	IBM FILENET IMAGE SERVICES WEB SERVICES/IDM TOOLKIT CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	10/1/2013	9/30/2016
E050MLL	IBM FILENET IMAGE SERVICES WEB SERVICES/IDM TOOLKIT CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	10/1/2013	9/30/2016
E050MLL	IBM FILENET IMAGE SERVICES WEB SERVICES/IDM TOOLKIT CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	10/1/2013	9/30/2016
E050MLL	IBM FILENET IMAGE SERVICES WEB SERVICES/IDM TOOLKIT CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	3	10/1/2013	9/30/2016
E050MLL	IBM FILENET IMAGE SERVICES WEB SERVICES/IDM TOOLKIT CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	10/1/2013	9/30/2016
E052MLL	IBM FILENET PRINT PRINTER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1	10/1/2013	9/30/2016
E052MLL	IBM FILENET PRINT PRINTER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	4	10/1/2013	9/30/2016
E052MLL	IBM FILENET PRINT PRINTER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	2	10/1/2013	9/30/2016
E050LLL	IBM FILENET EFORMS FOR P8 AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	350	10/1/2013	9/30/2016
E0AUULL	IBM MAXIMO ASSET MANAGEMENT AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	20	10/1/2013	9/30/2016
E0AUTLL	IBM MAXIMO ASSET MANAGEMENT LIMITED USE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	274	10/1/2013	9/30/2016
E06WHLL	IBM SECURITY IDENTITY AND ACCESS ASSURANCE USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	6900	10/1/2013	9/30/2016
E089MLL	IBM TIVOLI SECURITY INFORMATION AND EVENT MANAGER COMPLIANCE MANAGEMENT MODULES RESOURCE VALUE UNIT (SCHEDULE 2) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	3	10/1/2013	9/30/2016
E0501LL	IBM FILENET CONTENT MANAGER AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	459	10/1/2013	9/30/2016
E0501LL	IBM FILENET CONTENT MANAGER AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	24	10/1/2013	9/30/2016
E0501LL	IBM FILENET CONTENT MANAGER AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	24	10/1/2013	9/30/2016
E0501LL	IBM FILENET CONTENT MANAGER AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	44	10/1/2013	9/30/2016
E0501LL	IBM FILENET CONTENT MANAGER AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	151	10/1/2013	9/30/2016
E0501LL	IBM FILENET CONTENT MANAGER AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	460	10/1/2013	9/30/2016
E0503LL	IBM FILENET CONTENT MANAGER EXTERNAL USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	68527	10/1/2013	9/30/2016
E0503LL	IBM FILENET CONTENT MANAGER EXTERNAL USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	20255	10/1/2013	9/30/2016
E0501LL	IBM FILENET CONTENT MANAGER AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	90	10/1/2013	9/30/2016
E0AY7LL	IBM ENTERPRISE CONTENT MANAGEMENT SYSTEM MONITOR MANAGED VIRTUAL SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	6	10/1/2013	9/30/2016

Part Number	Description	Quantity	S&S Coverage From	S&S Coverage To
E0BNRLL	IBM ENTERPRISE CONTENT MANAGEMENT SYSTEM MONITOR NON-PROD MANAGED VIRTUAL SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	3	10/1/2013	9/30/2016
E0AXWLL	IBM DATACAP TASKMASTER MEDICAL CLAIMS CAPTURE AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	8	10/1/2013	9/30/2016
E0BM3LL	IBM DATACAP TASKMASTER CAPTURE FOR EMAIL AND ELECTRONIC DOCUMENTS PER CONNECTION ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	2	10/1/2013	9/30/2016
E0BM2LL	IBM DATACAP TASKMASTER CAPTURE FAX INPUT PER CONNECTION ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	2	10/1/2013	9/30/2016
E0AT7LL	IBM PRODUCTION IMAGING EDITION ADD-ON FOR FILENET BUSINESS PROCESS MANAGER AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	350	10/1/2013	9/30/2016
E0AT7LL	IBM PRODUCTION IMAGING EDITION ADD-ON FOR FILENET BUSINESS PROCESS MANAGER AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	166	10/1/2013	9/30/2016
E0ATGLL	IBM PRODUCTION IMAGING EDITION ADD-ON FOR FILENET CONTENT MANAGER AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	109	10/1/2013	9/30/2016
E0ATGLL	IBM PRODUCTION IMAGING EDITION ADD-ON FOR FILENET CONTENT MANAGER AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	1879	10/1/2013	9/30/2016
E0ATGLL	IBM PRODUCTION IMAGING EDITION ADD-ON FOR FILENET CONTENT MANAGER AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	24	10/1/2013	9/30/2016
E0ATGLL	IBM PRODUCTION IMAGING EDITION ADD-ON FOR FILENET CONTENT MANAGER AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	189	10/1/2013	9/30/2016
E029WLL	IBM TIVOLI DIRECTORY SERVER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	960	10/1/2013	9/30/2016
E0EHILL	IBM DATACAP TASKMASTER ENTERPRISE EDITION AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	124	10/1/2013	9/30/2016
E02BSLL	IBM INFOSPHERE DATA ARCHITECT FLOATING USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	10	10/1/2013	9/30/2016
E0DEALL	IBM INFOSPHERE BUSINESS GLOSSARY WORKGROUP EDITION AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	4	10/1/2013	9/30/2016
E0DE8LL	IBM INFOSPHERE BUSINESS GLOSSARY WORKGROUP EDITION PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	200	10/1/2013	9/30/2016
E0DE6LL	IBM INFOSPHERE BUSINESS GLOSSARY WORKGROUP EDITION FOR NON PRODUCTION ENVIRONMENTS PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	200	10/1/2013	9/30/2016
E0DDWLL	IBM INFOSPHERE BUSINESS GLOSSARY ANYWHERE WORKGROUP EDITION PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	200	10/1/2013	9/30/2016
E0DDYLL	IBM INFOSPHERE BUSINESS GLOSSARY ANYWHERE WORKGROUP EDITION FOR NON PRODUCTION ENVIRONMENTS PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	200	10/1/2013	9/30/2016
E0BS6LL	IBM INFOSPHERE METADATA WORKBENCH WORKGROUP EDITION AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	4	10/1/2013	9/30/2016
E0CRDLL	IBM SECURITY APPSCAN ENTERPRISE SERVER INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	1	10/1/2013	9/30/2016
E0CRJLL	IBM SECURITY APPSCAN ENTERPRISE DYNAMIC ANALYSIS SCANNER INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	1	10/1/2013	9/30/2016
E06GFLL	IBM SECURITY APPSCAN ENTERPRISE DYNAMIC ANALYSIS USERS FLOATING USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	3	10/1/2013	9/30/2016

Part Number	Description	Quantity	S&S Coverage From	S&S Coverage To
E08KGLL	IBM SECURITY APPSCAN SOURCE FOR ANALYSIS FLOATING USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	2	10/1/2013	9/30/2016
E08KTL	IBM SECURITY APPSCAN SOURCE FOR REMEDIATION FLOATING USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	5	10/1/2013	9/30/2016
E086MLL	IBM SECURITY APPSCAN SOURCE FOR DEVELOPMENT FLOATING USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	2	10/1/2013	9/30/2016
E086LLL	IBM SECURITY APPSCAN SOURCE FOR AUTOMATION INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	1	10/1/2013	9/30/2016
E05GHLL	IBM SECURITY APPSCAN ENTERPRISE REPORTING ONLY USER FLOATING USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	5	10/1/2013	9/30/2016
E05M7LL	IBM RATIONAL QUALITY MANAGER QUALITY PROFESSIONAL AUTHORIZED USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	52	10/1/2013	9/30/2016
E097JLL	IBM CONTENT COLLECTOR FOR SAP APPLICATIONS AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	600	10/1/2013	9/30/2016
E06JILL	IBM RATIONAL QUALITY MANAGER CONTRIBUTOR FLOATING USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	22	3/1/2013	9/30/2016
E0137LL	IBM RATIONAL REQUISITEPRO FLOATING USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	25	4/1/2013	9/30/2016
E0AT7LL	IBM PRODUCTION IMAGING EDITION ADD-ON FOR FILENET BUSINESS PROCESS MANAGER AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	127	4/1/2013	9/30/2016
E0ATGLL	IBM PRODUCTION IMAGING EDITION ADD-ON FOR FILENET CONTENT MANAGER AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	24	4/1/2013	9/30/2016
E0CYDLL	IBM INFOSPHERE MASTER DATA MANAGEMENT INDIVIDUAL HUB - STANDARD EDITION FOR NON-FINANCIAL SERVICES PER RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	1740	6/1/2013	9/30/2016
E0C9CLL	IBM SECURITY HOST PROTECTION FOR SERVERS INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	4	2/1/2014	9/30/2016

Table B2. IBM Internet Security Systems (ISS) Support & Maintenance Renewals

Part Number	Description	Quantity	S&S Coverage From	S&S Coverage To
	Proventia G Maintenance GX4004C-V2-1-P-M ,SN:51220156805382	1	10/1/2013	9/30/2016
	Proventia G Maintenance GX4004C-V2-1-P-M ,SN:51220156805389	1	10/1/2013	9/30/2016
	Proventia G Maintenance GX4004C-V2-1-P-M ,SN:51220156805927	1	10/1/2013	9/30/2016
	Proventia G Maintenance GX4004C-V2-1-P-M ,SN:51220156805880	1	10/1/2013	9/30/2016
	Proventia G Maintenance GX4004C-V2-1-P-M ,SN:51220156805887	1	10/1/2013	9/30/2016
	Proventia G Maintenance GX4004C-V2-1-P-M ,SN:51220156805515	1	10/1/2013	9/30/2016
	Proventia G Maintenance ABYP-4T-0S-0L-P-M ,SN:512207268A6710	1	10/1/2013	9/30/2016
	Proventia G Maintenance ABYP-4T-0S-0L-P-M ,SN:512207268A6757	1	10/1/2013	9/30/2016
	Proventia G Maintenance ABYP-4T-0S-0L-P-M ,SN:512207268A6723	1	10/1/2013	9/30/2016
GX5018C-V2-1-P-M	Proventia G Maintenance ABYP-4T-0S-0L-P-M ,SN:512207268A6713	1	10/1/2013	9/30/2016
	Proventia G Maintenance GX5108C-V2-1-P-M ,SN:51220356805462	1	10/1/2013	9/30/2016
	Proventia G Maintenance GX5108C-V2-1-P-M ,SN:51220356805484	1	10/1/2013	9/30/2016
	Proventia G Maintenance GX5108C-V2-1-P-M ,SN:51220356805474	1	10/1/2013	9/30/2016
	Proventia G Maintenance GX5108C-V2-1-P-M ,SN:51220356805472	1	10/1/2013	9/30/2016
	Proventia G Maintenance GX4004C-1-P-M ,SN:30611042S0740	1	10/1/2013	9/30/2016
	Proventia G Maintenance GX5008C-1-P-M ,SN:30608043A1420	1	10/1/2013	9/30/2016
	Proventia G Maintenance GX5008C-1-P-M ,SN:30608043A1421	1	10/1/2013	9/30/2016
	Proventia G Maintenance GX5108C-V2-1-P-M ,SN:81009119A0019	1	10/1/2013	9/30/2016
	Proventia G Maintenance GX5108C-V2-1-P-M ,SN:81009119A0016	1	10/1/2013	9/30/2016
	Proventia G Maintenance ABYP-4T-0S-0L-P-M ,SN:51009126A2379	1	10/1/2013	9/30/2016

Part Number	Description	Quantity	S&S Coverage From	S&S Coverage To
	Proventia G Maintenance ABYP-4T-0S-0L-P-M , SN:61009126A2401	1	10/1/2013	9/30/20
	Software Maintenance - RealSecure Server RSV-SOL-001-PB-M	1	10/1/2013	9/30/20
	Software Maintenance - RealSecure Server RSV-AIX-001-PB-M	1	10/1/2013	9/30/20

Attachment A



International Passport Advantage Agreement

Supplement for Purchase of IBM Appliances and Appliance Services

Name and Address of Customer:	State of Michigan – Office of E Michigan
*Ship to Address:	Secretary of State Building 7064 Crowner Dr. Dimondale, MI 48821
*Installation Address: <i>(if different than Ship To Address, include each Specified Location where an Appliance may be installed)</i>	Secretary of State Building 7064 Crowner Dr. Dimondale, MI 48821
IBM Passport Advantage /Site No:	9422/7189783
Customer No:	7842065

*If Ship To Address or Installation Address changes prior to shipment of the Appliance, Customer is responsible for notifying IBM (if applicable)*

Description	Part Number	Appliance Type	Qty of Appliances	Customer Request Arrival Date (CRAD)**	Maintenance Services Contract Period
IBM WebSphere DataPower Integration Appliance XI52 Virtual Edition for Non-Production Environments. Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	D0VB9LL		550	ASAP	6/30/2013-6/30/2014
WebSphere DataPower Integration Appliance XI52 Appliance Install Appliance, maintenance + S&S 12 Mo	D0ZG3LL	2426-32X	3	ASAP	6/30/2013-6/30/2014
Application Optimization for WebSphere DataPower Integration Appliance XI52 Application Instance License + Software S&S 12 Mo	D0ZGULL	2426-32X	2	ASAP	6/30/2013-6/30/2014
WebSphere DataPower Integration Appliance XI52 Appliance Install Initial Appliance Business Critical Service Upgrade 12 Mo	D0ZG5LL	2426-32X	3	ASAP	6/30/2013-6/30/2014
IBM WebSphere DataPower Integration Appliance XI52 Virtual Edition for Non-Production Environments. Processor Value Unit (PVU) License Annual SW Subscription & Support Renewal 12 Months	E0F6FLL		280	N/A	7/1/2014 – 6/30/2014
IBM WebSphere Datapower Integration Appliance XI52 Support Renewal year 2	E0HHPLL		3	N/A	7/1/2014 – 6/30/2016
Application Optimization Software renewal S&S 12 Mo -	E0HI8LL		2	N/A	7/1/2014 – 6/30/2016
WebSphere DataPower Integration Appliance XI52 Business Critical Service Upgrade Renewal	E0HHQLL		3	N/A	7/1/2014 – 6/30/2016

**\*\* CRAD is an estimated date in which the Appliance(s) will be delivered to Customer. The official delivery date of Appliance(s) will be communicated at the actual ship date of the Appliance(s)**

**Appliance Maintenance, Warranty and Warranty Service Upgrade table**

Customer Set-Up (Yes/No)	Yes
Type of Service (during warranty):	5 – CRU and On-Site Service
Warranty Period for Machine Component	1 year
Service Level (during warranty)	1 – Next Business Day (NBD), 9x5
Warranty Service Level Upgrades	3 - Same Day (SD), 24X7
Production Status Code	1 – New System
Type of Maintenance Services (after warranty)	D. On-Site Repair/Exchange Services, 7 days a week, 24_hrs/day, 4 hour response objective.
Maintenance Service Level (after warranty)	3 - Same Day (SD), 24X7
Maintenance Service Level Upgrades	3 - Same Day (SD), 24X7

<b>Production Status Codes:</b> 1. New System 2. Used System 3. Unknown Status *5. POC System Consult the IBM Passport Advantage Appliance Support Handbook ('Appliance Support Handbook') for further details on Production Status Codes at <a href="http://www.ibm.com/software/appliance/support">http://www.ibm.com/software/appliance/support</a> .	<b>Types of Service (during warranty), if available</b> 1. Customer Replaceable Unit (CRU) Service 5. CRU and On-site Service 6. CRU and Courier or Depot Service 7. CRU and Customer Carry-In or Mail-In Service 8. CRU and Machine Exchange Service <b>Service Levels, if available</b> 1. Next Business Day (NBD), 9X5 2. Same Business Day (SBD), 9X5 3. Same Day (SD), 24X7
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**Types of Maintenance Service (after warranty), if available**

- A. On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), \_am to \_pm, next business day
- B. On-Site Repair/Exchange Services, \_ days a week, \_\_hrs/day
- C. On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), \_am to \_pm, \_ hour response objective  
 This type of repair service includes a response objective and is not a guarantee.
- D. On-Site Repair/Exchange Services, \_ days a week, \_\_hrs/day, \_ hour response objective.  
 This type of repair service includes a response objective and is not a guarantee.
- X. EasyServe (remotely delivered services)

**Order Confirmation**

This Supplement for Purchase of IBM Appliances and Appliance Services ("Supplement") confirms Customer's order to acquire the specified IBM Appliance(s) and related Appliance Services. If Customer has not previously signed the Attachment, Customer will be considered to have accepted the terms of the Attachment ([http://www-01.ibm.com/software/lotus/passportadvantage/Appliance\\_Services\\_Attachment.html](http://www-01.ibm.com/software/lotus/passportadvantage/Appliance_Services_Attachment.html)) by signing this Supplement. If this Supplement is being executed by an Additional Site, IBM will accept this order only if Customer's Originating Site has already accepted the terms of the Attachment.

**IBM Passport Advantage Appliance Support Handbook**

Consult the IBM Passport Advantage Appliance Support Handbook ("Appliance Support Handbook") for further details on Appliance Services both during and after warranty at <http://www.ibm.com/software/appliance/support>.

**Risk of Loss**

For each IBM Appliance, IBM bears the risk of loss or damage up to the time it is delivered to the IBM-designated carrier for shipment to Customer or Customer's designated location. Thereafter, Customer assumes the risk. Each IBM Appliance will be covered by insurance, arranged and paid for by IBM for Customer, covering the period until it is delivered to Customer or Customer's designated location. For any loss or damage, Customer must i) report the loss or damage in writing to IBM within 10 business days of delivery, and ii) follow the applicable claim procedure.

This Supplement, the Attachment, and the Agreement are the complete agreement regarding the purchase of Appliances and Appliance Services and replace all prior oral or written communications, representations, undertakings, warranties, promises, covenants, and commitments between Customer and IBM regarding Customer's purchase of IBM Appliances and Appliance Services. In entering into this Supplement, neither party is relying on any representation that is not specified in this Supplement, the Attachment, or the Agreement. Additional or different terms in any written communication from Customer (such as a purchase order) are void.

Each party accepts the terms of this Supplement by signing it (or another document that incorporates it by reference) by hand or, where recognized by law, electronically. Once signed, i) any reproduction of this Supplement made by reliable means (for example, electronic image, photocopy or facsimile) is considered an original, and ii) all Appliances and Appliance Services ordered under this Supplement are subject to it.

If there is a conflict among the various documents, 1) the terms of an Attachment prevail over those of the Agreement and 2) the terms of this Supplement prevail over both the terms of an Attachment and the Agreement.



**International Passport Advantage Agreement**

**Supplement for Purchase of IBM Appliances and Appliance Services**

Name and Address of Customer:	State of Michigan – Office of E Michigan
*Ship to Address:	Treasury Building (Austin Building) 430 W. Allegan Street, Lansing MI 48922
*Installation Address: <i>(If different than Ship To Address, include each Specified Location where an Appliance may be installed)</i>	Treasury Building (Austin Building) 430 W. Allegan Street, Lansing MI 48922
IBM Passport Advantage /Site No:	9422/7189783
Customer No:	7842065
Quotation No ("Quote"):	
Invoice to:	

*If Ship To Address or Installation Address changes prior to shipment of the Appliance, Customer is responsible for notifying IBM (if applicable)*

Description	Part Number	Appliance Type	Qty of Appliances	Customer Request Arrival Date (CRAD)**	Maintenance Services Contract Period
WebSphere DataPower Integration Appliance XI52 Appliance Install Appliance, maintenance + S&S 12 Mo	D0ZG3LL	2426-32X	2	ASAP	6/30/2013-6/30/2014
Application Optimization for WebSphere DataPower Integration Appliance XI52 Application Instance License + Software S&S 12 Mo	D0ZGULL	2426-32X	2	ASAP	6/30/2013-6/30/2014
WebSphere DataPower Integration Appliance XI52 Appliance Install Initial Appliance Business Critical Service Upgrade 12 Mo	D0ZG5LL	2426-32X	2	ASAP	6/30/2013-6/30/2014
IBM WebSphere Datapower Integration Appliance XI52 Support Renewal year 2	E0HHPLL		2	N/A	7/1/2014 – 6/30/2016
Application Optimization Software renewal S&S 12 Mo -	E0HIBLL		2	N/A	7/1/2014 – 6/30/2016
WebSphere DataPower Integration Appliance XI52 Business Critical Service Upgrade Renewal	E0HHQLL		2	N/A	7/1/2014 – 6/30/2016

**\*\* CRAD is an estimated date in which the Appliance(s) will be delivered to Customer. The official delivery date of Appliance(s) will be communicated at the actual ship date of the Appliance(s)**

**Appliance Maintenance, Warranty and Warranty Service Upgrade table**

Customer Set-Up (Yes/No)	Yes
Type of Service (during warranty):	5 – CRU and On-Site Service
Warranty Period for Machine Component	1 year
Service Level (during warranty)	1 – Next Business Day (NBD), 9x5
Warranty Service Level Upgrades	3 - Same Day (SD), 24X7
Production Status Code	1 – New System
Type of Maintenance Services (after warranty)	D. On-Site Repair/Exchange Services, 7 days a

Maintenance Service Level (after warranty)	week, 24 hrs/day, 4 hour response objective.
Maintenance Service Level Upgrades	3 - Same Day (SD), 24X7
<b>Production Status Codes:</b> 1. New System 2. Used System 3. Unknown Status *5. POC System Consult the IBM Passport Advantage Appliance Support Handbook ("Appliance Support Handbook") for further details on Production Status Codes at <a href="http://www.ibm.com/software/appliance/support">http://www.ibm.com/software/appliance/support</a>	<b>Types of Service (during warranty), if available</b> 1. Customer Replaceable Unit (CRU) Service 5. CRU and On-site Service 6. CRU and Courier or Depot Service 7. CRU and Customer Carry-in or Mail-In Service 8. CRU and Machine Exchange Service <b>Service Levels, if available</b> 1. Next Business Day (NBD). 9X5 2. Same Business Day (SBD). 9X5 3. Same Day (SD). 24X7

<b>Types of Maintenance Service (after warranty), if available</b> A. On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), _am to _pm, next business day B. On-Site Repair/Exchange Services, _ days a week, _ hrs/day C. On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), _am to _pm, _ hour response objective This type of repair service includes a response objective and is not a guarantee. D. On-Site Repair/Exchange Services, _ days a week, _ hrs/day, _ hour response objective. This type of repair service includes a response objective and is not a guarantee. X. EasyServe (remotely delivered services)
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**Order Confirmation**

This Supplement for Purchase of IBM Appliances and Appliance Services ("Supplement") confirms Customer's order to acquire the specified IBM Appliance(s) and related Appliance Services. If Customer has not previously signed the Attachment, Customer will be considered to have accepted the terms of the Attachment ([http://www-01.ibm.com/software/lotus/passportadvantage/Appliance\\_Services\\_Attachment.html](http://www-01.ibm.com/software/lotus/passportadvantage/Appliance_Services_Attachment.html)) by signing this Supplement. If this Supplement is being executed by an Additional Site, IBM will accept this order only if Customer's Originating Site has already accepted the terms of the Attachment.

**IBM Passport Advantage Appliance Support Handbook**

Consult the IBM Passport Advantage Appliance Support Handbook ("Appliance Support Handbook") for further details on Appliance Services both during and after warranty at <http://www.ibm.com/software/appliance/support>.

**Risk of Loss**

For each IBM Appliance, IBM bears the risk of loss or damage up to the time it is delivered to the IBM-designated carrier for shipment to Customer or Customer's designated location. Thereafter, Customer assumes the risk. Each IBM Appliance will be covered by insurance, arranged and paid for by IBM for Customer, covering the period until it is delivered to Customer or Customer's designated location. For any loss or damage, Customer must i) report the loss or damage in writing to IBM within 10 business days of delivery, and ii) follow the applicable claim procedure.

This Supplement, the Attachment, and the Agreement are the complete agreement regarding the purchase of Appliances and Appliance Services and replace all prior oral or written communications, representations, undertakings, warranties, promises, covenants, and commitments between Customer and IBM regarding Customer's purchase of IBM Appliances and Appliance Services. In entering into this Supplement, neither party is relying on any representation that is not specified in this Supplement, the Attachment, or the Agreement. Additional or different terms in any written communication from Customer (such as a purchase order) are void.

Each party accepts the terms of this Supplement by signing it (or another document that incorporates it by reference) by hand or, where recognized by law, electronically. Once signed, i) any reproduction of this Supplement made by reliable means (for example, electronic image, photocopy or facsimile) is considered an original, and ii) all Appliances and Appliance Services ordered under this Supplement are subject to it.

If there is a conflict among the various documents, 1) the terms of an Attachment prevail over those of the Agreement and 2) the terms of this Supplement prevail over both the terms of an Attachment and the Agreement.

## Attachment for Appliance Services

### Part 1 – General Terms

The terms of this Attachment for Appliance Services ("Attachment") are in addition to those of Customer's IBM International Passport Advantage Agreement or IBM International Passport Advantage Express Agreement, as applicable, and govern the warranty and maintenance services for IBM Appliances obtained from IBM or an authorized reseller. Capitalized terms not defined in this Attachment are defined in the Agreement.

#### 1. Definitions

**Customer Replaceable Unit or "CRU"** – a Machine Component part that is designated as a Customer Replaceable Unit (e.g. keyboard, memory, or hard disk drive).

**Miscellaneous Equipment Specification ("MES")** – a change to an installed Machine Component as specified in a Transaction Document, typically (but not limited to) enhancing some or all of the resources installed as part of that Machine Component's configuration. For instance, an MES can add processing capacity or memory or both to a server, storage capacity to a disk storage device, input/output adapters to any Machine Component, and so forth. An MES can add or remove Machine Component features, or convert a Machine Component's features, model, or Machine Component type, but only to an extent specified in an announcement letter by IBM for the particular Machine Component.

**Service** – performance of a task, assistance, support, or access to resources (such as an information database) that IBM makes available to Customer as specified in a Transaction Document. Service acquired under this Attachment is an Eligible Product.

**Specified Location** – a location within Customer's Enterprise at which Services are provided as specified in a Transaction Document. All Services received in Specified Locations are subject to the terms of this Attachment.

**Standard Business Days** – the generally accepted days of operation per week in each country or locality, excluding local public holidays and national holidays.

**Standard Business Hours** – the normal business hours of a Standard Business Day.

**Service Period** – the period specified in a Transaction Document during which IBM provides Service under this Attachment in a specific country.

#### 2. Attachment Structure

This Attachment includes **Part 1 - General Terms** and **Part 2 - Country-unique Terms** (if any). The terms of Part 2 may replace or modify those of Part 1.

#### 3. Scope of Services

Service for IBM Appliances, during and after warranty, is a single offering composed of specific Services for Program Components, Machine Components, and, if available, the Machine Code Component of an IBM Appliance.

A Transaction Document, if required, will be created for each Specified Location obtaining Services under this Attachment.

If there is a conflict among the terms of a Transaction Document, this Attachment, and the Agreement, those of a Transaction Document prevail over this Attachment and those of this Attachment prevail over the Agreement.

IBM will specify the Appliance, the Services that apply to it, the Service Period, additional terms and conditions, if applicable, and the Specified Location in the Transaction Document.

Consult the IBM Passport Advantage Appliance Support Handbook ("Appliance Support Handbook") for further details on Appliance Service at: <http://www.ibm.com/software/appliance/support>.

#### 4. IBM Responsibilities

When Customer contracts for an applicable Service at a Specified Location, IBM agrees to deliver such Service in accordance with the terms and responsibilities identified in the Service description set out in this Attachment or the applicable Appliance Supplement Document.

## 5. Customer Responsibilities

Customer agrees:

- a. that when an applicable Service includes IBM providing Customer with any access codes, access to electronic diagnostic tools, information databases, or other Service delivery facilities, Customer shall limit the use of these items to only those who are authorized to use them under Customer's control and only in support of Appliances and Services identified in Transaction Documents;
- b. to provide access to Customer's Appliance via modem or the Internet for remote problem diagnostics and correction. Customer is responsible for supplying the modem and telephone lines required at Customer's facility and for providing IBM temporary user access to Customer's Appliance. Customer shall ensure that these remote activities are performed under Customer's control. Customer is responsible for i) any data and the content of any database Customer makes available to IBM in connection with a Service under this Attachment, ii) the selection and implementation of procedures and controls regarding access, security, encryption, use, and transmission of data, and iii) backup and recovery of the database and any stored data. Failure to provide remote access to Customer's Appliance may delay problem resolution time;
- c. to pay any communications charges associated with accessing these Services including, but not limited to, phone and Internet connection charges, unless IBM specifies otherwise in writing;
- d. that prior to making Customer's facilities, software, hardware, networks or other similar resources available to IBM, to promptly obtain any licenses or approvals necessary for IBM or its subcontractors to use, access and modify such resources to the extent necessary for IBM to perform the Services. IBM will be relieved of its obligations to perform the Services to the extent Customer's failure to promptly obtain such licenses or approvals adversely affect IBM's ability to perform its obligations. If a third party asserts a claim against IBM as a result of Customer's failure to promptly obtain these licenses or approvals, Customer agrees to reimburse IBM for any costs and damages that IBM may reasonably incur in connection with such claim;
- e. that certain Machine Component types may require the installation and use of remote connectivity tools and equipment for direct problem reporting, remote problem determination and resolution;
- f. to follow the Service instructions that IBM provides or that may be specified in the Appliance Support Handbook at: <http://www.ibm.com/software/appliance/support>. (These instructions may include directions for installing a Machine Code Component and other Program updates either downloaded from an IBM Internet Web site or copied from other electronic media in order to maintain the currency of the Appliance); and
- g. to use the information obtained under these Services, including electronic diagnostic and service delivery facilities, only for the support of the information processing requirements within Customer's Enterprise.

In addition, Customer acknowledges that IBM is permitted to use global resources (non-permanent residents used locally and personnel in locations worldwide) for the delivery of Subscription and Support.

## 6. Personnel

Each party shall assign personnel that are qualified to perform the tasks required of such party under this Attachment and each party is responsible for the supervision, direction, control, and compensation of its personnel. Subject to the foregoing, each party may determine the assignment of its personnel and its contractors.

IBM may engage subcontractors to provide or assist in providing Services, in which case IBM remains responsible for the fulfillment of its obligations under this Attachment and for the performance of the Services.

## 7. Service for IBM Appliances (during and after warranty)

### 7.1 Hours of Coverage

The hours of coverage for each Appliance, during which IBM will provide Services for such Appliance, are specified in the Appliance Support Handbook at: <http://www.ibm.com/software/appliance/support>

Unless otherwise specified, IBM provides the Services in each country/locality on Standard Business Days during Standard Business Hours. Additional hours of coverage options are available for some Services.

## 7.2 Service for IBM Machine Components (during and after warranty)

IBM provides certain types of Service to keep Machine Components in, or restore them to, conformance with their Specifications. IBM will inform Customer of the available types of Service for a Machine Component. At its discretion, IBM will i) either repair or exchange the failing Machine Component and ii) provide the Service either at Customer's location or a service center. IBM manages and installs selected Engineering Changes that apply to IBM Machine Components and may also perform preventive maintenance.

Any Upgrade IBM services must be installed on a Machine Component that is i) the designated, serial-numbered Machine Component, if applicable, and ii) at an Engineering Change level compatible with the Upgrade.

When the type of Service requires that Customer deliver the failing Machine Component to IBM, Customer agrees to ship it suitably packaged (prepaid unless IBM specifies otherwise) to a location IBM designates. After IBM has repaired or exchanged the Machine Component, IBM will deliver it to Customer at IBM's expense unless IBM specifies otherwise. IBM is responsible for loss of, or damage to, the Machine Component while it is i) in IBM's possession or ii) in transit in those cases where IBM is responsible for the transportation charges.

Customer agrees:

- a. to obtain authorization from the owner to have IBM service a Machine Component that Customer does not own;
- b. where applicable, before IBM provides Service, to --
  - (1) follow the problem determination and service request procedures that IBM provides;
  - (2) secure all programs data, and funds contained in a Machine Component; and
  - (3) inform IBM of changes in a Machine Component's location; and
- c. when Customer returns a Machine Component to IBM for any reason --
  - (1) to securely erase from any Machine Component all data, including without limitation, the following: i) Personal Data and ii) confidential or proprietary information and other data. If removing or deleting Personal Data is not possible, Customer agrees to transform such information (e.g., by making it anonymous) so that it no longer qualifies as Personal Data under applicable law;
  - (2) to remove all funds from Machine Components returned to IBM. IBM is not responsible for any funds, programs not provided by IBM with the Machine Component, or data contained in a Machine Component that Customer returns to IBM; and
  - (3) IBM may ship all or part of the Appliance to other IBM or third party locations around the world to perform its responsibilities under this Agreement, and Customer authorizes IBM to do so.

### 7.2.1 Replacements

When Service involves the exchange of a part or Machine Component, the item that IBM replaces becomes its property and the replacement becomes Customer's. Customer represents that all removed items are genuine and unaltered. The replacement assumes the warranty or maintenance Service status of the replaced item. Before IBM exchanges a part or Machine Component, Customer agrees to remove all features, parts, options, alterations, and attachments not under IBM's service. Customer also agrees to i) ensure that the part or Machine Component is free of any legal obligations or restrictions that prevent its exchange and ii) transfer ownership and possession of removed parts to IBM.

Service for some IBM Machine Components involves IBM providing an exchange replacement for installation by Customer. Such exchange replacements may be i) a CRU or ii) an entire Machine Component. Customer may request IBM to install the replacement CRU or Machine Component, however, Customer may be charged for the installation. IBM provides information and replacement instructions with Customer's Machine Component and at any time on Customer's request. IBM specifies in the materials shipped with a

replacement whether the failing CRU or Machine Component must be returned to IBM. When return is required, return instructions and a container are shipped with the replacement, and Customer may be charged for the replacement if IBM does not receive the failing CRU or Machine Component within 15 days of Customer's receipt of the replacement.

### 7.2.2 Items Not Covered

Repair and exchange Services do not cover:

- a. accessories, supply items, consumables (such as batteries and printer cartridges), and structural parts (such as frames and covers);
- b. Machine Components damaged by misuse, accident, modification, unsuitable physical or operating environment, or improper maintenance by Customer or a third party;
- c. Machine Components with removed or altered Machine Component or parts identification labels;
- d. failures caused by a product for which IBM is not responsible;
- e. service of Machine Component alterations; or
- f. service of a Machine Component on which Customer is using capacity or capability, other than that authorized by IBM in writing.

### 7.2.3 Warranty Service Upgrade

For certain Machine Components, Customer may select a Service upgrade from the standard level of warranty Service for the Machine Component, which is specified in a Transaction Document ("Warranty Service Upgrade"), during the warranty period. IBM provides Service for Appliances as described in this Attachment but charges for the Warranty Service Upgrade. Customer may not terminate the Warranty Service Upgrade or transfer it to another Appliance during the warranty period.

When the warranty period ends, the Machine Component will convert to maintenance Service at the same level of Service, if available, that Customer selected for the Warranty Service Upgrade.

Consult the IBM Appliance Support Handbook for further details on Appliance Warranty Service Upgrade options at: <http://www.ibm.com/software/appliance/support>.

### 7.3 Service for Program Components (during and after warranty)

IBM provides Service for the Program Component of IBM Appliances during the warranty period as stated in the Program Component's license agreement. IBM provides additional support, both during and after warranty, for Program Components as part of and as described in the Software Subscription and Support and Selected Support section of the Agreement.

Software Subscription and Support for the Program Component of an Appliance during the warranty period begins on the Date of Installation.

### 7.4 Service Options (during and after warranty)

For certain IBM Appliances, Customer may select additional Service options that are specified in a Transaction Document ("Service Options"). IBM provides these additional Service Options in accordance with the Service descriptions contained in a Transaction Document. IBM provides Service for Appliances as described in this Attachment, but charges for Service Options.

Customer may not terminate the Service Option or transfer the Service Option to another Appliance during the Service Period.

Consult the IBM Appliance Support Handbook for further details on Appliance Service Options at: <http://www.ibm.com/software/appliance/support>.

## 8. Maintenance Service for IBM Machine Components (after warranty)

When the warranty period ends, the warranty Service for the IBM Machine Component will convert to Appliance Maintenance and Subscription and Support Service in accordance with the terms of Section 3.5.4 of the Agreement: Automatic Annual Renewal of Software Subscription and Support and Selected Support, including any applicable Country-unique terms, except that for purposes of this Attachment, the words "and maintenance Service" are added after the words "software subscription and support".

As part of Appliance Maintenance and Subscription & Support Service, IBM provides Service for IBM Machine Components, as described in this Attachment, for those Appliances specified in a Transaction Document. This Service for IBM Machine Components also consists of:

- a. remotely assisting Customer in determining whether system problems are IBM Machine Component or Program Component related (problem determination);
- b. onsite and remote diagnostic and remedial maintenance Service in accordance with the type of Service for the IBM Machine Components of Appliances specified in a Transaction Document in order to keep the IBM Machine Components in, or restore them to, conformance with their Specifications, when applicable;
- c. if available for the IBM Machine Components of Appliances specified in a Transaction Document, installation of monitoring Programs to endeavor to:
  - (1) detect and analyze permanent errors;
  - (2) correlate temporary errors; and
  - (3) identify and report media problems.

IBM retains ownership of all such monitoring Programs. Customer is licensed to run such monitoring Programs solely as required by IBM to enable IBM to provide the Services herein;

- d. the Services of support specialists from IBM manufacturing, engineering, and development locations as deemed necessary by IBM;
- e. the planning, scheduling and installation of any standard available Engineering Changes or field change orders required to improve the serviceability, performance or safety of the IBM Eligible Machines;
- f. assisting Customer in establishing and implementing electronic support facilities; and
- g. activation, for use by IBM personnel only, of electronic facilities to remotely diagnose, apply fixes and update the IBM Machine Components of Appliances specified in a Transaction Document.

## 9. Warranty for Service

In addition to the warranties provided in the Agreement, IBM warrants that it performs each IBM Service using reasonable care and skill and according to its current description.

## 10. Appliance Maintenance and Subscription & Support Service Period and Renewal

The initial Service Period for IBM Machine Components is the warranty period specified in a Transaction Document for the IBM Machine Component of the Appliance. Warranty Services are not renewable. When Customer obtains Appliance Maintenance and Subscription and Support Service for an Appliance, the initial Service Period for the Appliance Maintenance and Subscription and Support Service will be treated as if it is a renewal of a previous Service Period for i) the IBM Machine Component of the Appliance and ii) the Software Subscription and Support for the Program Component of an Appliance.

Appliance Maintenance and Subscription and Support Service are provided at the same level of Service, if available, that Customer was entitled to during the warranty period or the same level of Service that Customer selected for a Warranty Service Upgrade. The initial Service Period for Appliance Maintenance and Subscription and Support Service begins on the day after the warranty period for the IBM Machine Component ends. The initial Service Period for Appliance Maintenance and Subscription and Support Service ends on i) the last day of the corresponding month in the following year, unless the warranty period ends on the last day of the month, in which case the Service Period ends on the last day of the month, 12 months from the date on which the warranty period ends for the Machine Component or ii) the Customer's Anniversary date, if applicable, for a Service Period of less than 12 full months for a prorated charge, thereby aligning the Service Period for Appliance Maintenance and Subscription and Support Service with the Anniversary.

Once Customer orders Appliance Maintenance and Subscription and Support Service for an Appliance, Customer may then renew Customer's expiring Appliance Maintenance and Subscription and Support Service in accordance with the terms of Section 3.5.4 of the Agreement: Automatic Annual Renewal of Software Subscription and Support and Selected Support, including any applicable Country-unique terms, except that for purposes of Services provided pursuant to this Attachment, the words "and maintenance Service" are added after the words "software subscription and support".

**11. Reinstatement of Service**

To reinstate any expired Appliance Maintenance and Subscription and Support Service, Customer must acquire IBM Appliance Maintenance Reinstatement that includes IBM Software Subscription and Support Reinstatement. IBM may inspect the Appliance at Customer's expense before reinstating Appliance Maintenance and Subscription and Support Service. If the Appliance is not in an acceptable condition for maintenance Service, Customer may have IBM restore it for a charge or Customer may withdraw its request for Appliance Maintenance Reinstatement. IBM, at its sole discretion, determines if restoration is possible. Restoration is provided as a billable Service.

**12. Withdrawal of a Service**

If IBM withdraws Appliance Maintenance and Subscription and Support Service for a particular Appliance, Customer understands that:

- a. IBM will not make the Appliance Maintenance and Subscription and Support Service renewal available for that Appliance; and
- b. if Customer renewed Appliance Maintenance and Subscription and Support Service for the Appliance prior to the notice of withdrawal, IBM may either continue to provide Appliance Maintenance and Subscription and Support Service to Customer for that Appliance until the end of the then current Service Period or Customer may obtain a prorated refund.

Any terms that by their nature extend beyond withdrawal remain in effect until fulfilled and apply to respective successors and assignees.

**Part 2 - Country-unique Terms**

For transactions performed in the countries specified below, the following terms replace or modify the referenced terms in Part 1. All terms in Part 1 that are not changed by these amendments remain unchanged and in effect. This Part 2 is organized as follows:

- Europe, Middle East, and Africa country amendments to other Attachment terms.

**EUROPE, MIDDLE EAST, AFRICA COUNTRY AMENDMENTS****AUSTRIA****7.2 Service for IBM Machine Components (during and after warranty)**

*The following is added as the second sentence in the fourth paragraph:*

During the warranty period, IBM will reimburse you for the transportation charges for delivery of the failing Machine Component to IBM and will return it to you at IBM's expense.

**GERMANY****7.2 Service for IBM Machine Components (during and after warranty)**

*The following is added as the second sentence in the fourth paragraph:*

During the warranty period, IBM will reimburse you for the transportation charges for delivery of the failing Machine Component to IBM.

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

**CHANGE NOTICE NO. 2**  
 to  
**CONTRACT NO. 071B1300071**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
IBM Corporation New Orchard Drive Armonk, NY 10504-1722	Bill Crocker	<a href="mailto:crockerw@us.ibm.com">crockerw@us.ibm.com</a>
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 552-6896	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Ken Crawford	(517) 241-3472	<a href="mailto:crawfordk3@michigan.gov">crawfordk3@michigan.gov</a>
BUYER	DTMB	Reid Sisson	(517) 241- 1638	<a href="mailto:sissonr@michigan.gov">sissonr@michigan.gov</a>

CONTRACT SUMMARY:			
DESCRIPTION: <b>Software Maintenance and Support</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2010	September 30, 2013	5, 1 Yr. Options	September 30, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<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:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$1,800,000.00		\$17,316,450.00		
Effective immediately, this Contract is hereby INCREASED \$1,800,000.00.				
All other terms, conditions, specifications, and pricing remain the same.				
Per vendor agreement, DTMB Procurement approval, and State Administrative approval dated September 27, 2012.				