STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **46**
to
Contract Number **MA071B1300071C**

<table>
<tr><td rowspan="7">CONTRACTOR</td><td>IBM CORPORATION</td></tr>
<tr><td>New Orchard Drive</td></tr>
<tr><td>Armonk NY 10504-1722</td></tr>
<tr><td>Gregory Bruggen</td></tr>
<tr><td>913-424-2901</td></tr>
<tr><td>gjbruggen@us.ibm.com</td></tr>
<tr><td>CV0001848</td></tr>
</table>

<table>
<tr><td rowspan="6">STATE</td><td>Program Manager</td><td>Various</td><td>DTMB</td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td rowspan="3">Contract Administrator</td><td>Shannon Romein</td><td>DTMB</td></tr>
<tr><td>(517) 898-8102</td><td></td></tr>
<tr><td>romeins@michigan.gov</td><td></td></tr>
</table>

CONTRACT SUMMARY

IBM Software, Maintenance and Support

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	December 1, 2017	5 - 12 Months	December 31, 2027

PAYMENT TERMS	DELIVERY TIMEFRAME
N/A	N/A

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ Direct Voucher (PRC)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$191,972,450.20	$0.00	$191,972,450.20

DESCRIPTION

Effective 5/14/2025, the following amendment is incorporated into this Contract to evaluate a process mining solution to improve current process within DHHS Child Support. Total cost of this project is $0.00.

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

Program Managers

for

Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Brenda Waier	517-241-0344	WaierB@michigan.gov
DTMB	Lucy Pline		plinel@michigan.gov
DTMB	Reid Sisson	517-241-1638	SissonR@Michigan.gov
DTMB	Stephanie Jeppesen	517-335-6899	JeppesenS@michigan.gov

STATEMENT OF WORK -
IT CHANGE NOTICE

Project Title: IBM Process Mining Pilot, Proof of Value Pilot (POV)	**Period of Coverage:** 60 days
Requesting Department: State of Michigan DHHS	**Date**: 5/1/2025
Agency Project Manager: Pratin Trivedi	**Phone**: (517) 930-5871
DTMB Project Manager: Gupreet Sandhu	**Phone**: 5/5/2025

Brief description of services to be provided:

BACKGROUND:

To evaluate a process mining solution to improve current process within Child Support.

Use Case:

- Case referral process within an existing Child Support system.

Key Performance Indicator (KPI):

1. Current KPI: Number of days it takes to complete the case referral process.
2. More to be identified in the discovery session.

Potential Benefits:

- Impact of Process Mining: By leveraging process mining, the IBM team plans to demonstrate identification of bottlenecks and inefficiencies in the current process. With this insight, they can propose improvements leading to a reduction in the time required to complete the current referral process.

- Benefits of Reduced Cycle Time: A shorter cycle time means quicker resolution of cases, improved service delivery, and ultimately, enhanced client satisfaction. It can also lead to cost savings by reducing the resources required over time.

PROJECT OBJECTIVE:

Goals:

- Identify areas for improvement and optimize the processes within Child Support.

- Desired Improvement: Reduce administrative overhead and achieve faster turnaround times.

SCOPE OF WORK:

1. Proof of Value Pilot (PoV) is NON-PRODUCTION ONLY | IBM TechZone

   a. Access Duration: Access to the TechZone shared environment for co-creation is granted for a maximum of 60 days.

   b. Upon expiration of the access period, all data within the environment will be permanently deleted.

   c. If interested in reusing elements from the co-creation session, client should review the software features to determine which components can be exported or downloaded.

   d. Data Recovery: There is no mechanism to recover data once it has been deleted following the expiry of the access period.

   e. Client and IBM will work collaboratively throughout the POV.

2. Client will provide sample documents and sample data.

3. IBM Team: To provide technical expertise, conduct workshops, and pitch the solution.

4. IBM Client Engineering (IBM CE) will coordinate IBM resources, including IBM product specialists and their availability.

5. Client will coordinate client resources while ensuring their availability.

6. IBM CE will provide facilitation services for the innovation stage, including kick-off, discovery and planning workshops to document details, finalization of use case(s) and success criteria, and set transition expectations.

7. IBM CE will provide facilitation for the prepare and co-creation build stages.

8. IBM CE will set up environments and ready data on IBM TechZone.

9. IBM CE will lead the delivery of the POV, proving use cases while meeting success criteria.

10. IBM CE will provide demonstration of the process mining technology as outline through the engagement goals.

11. IBM CE will provide facilitation for the transition following the successful completion of the POV.

Success Criteria: Client use cases for process mining are proven with features and functions as agreed upon through our IBM-led design workshop.

TASKS:

Technical support is required to assist with the following tasks:

None. Solution is hosted in the TechZone shared environment.

DELIVERABLES:

Deliverables will not be considered complete until the Agency Project Manager has formally accepted them. Deliverables for this project include:

Recorded sessions of co-creation, relevant documentation provided as needed.

ACCEPTANCE CRITERIA:

Per contract.

SPECIFIC DEPARTMENT STANDARDS:

Agency standards, if any, in addition to DTMB standards.

None.

PAYMENT SCHEDULE:

Zero cost.

EXPENSES:

The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, etc.

AGENCY RESPONSIBILITIES:

Provide functional and procedural knowledge for selected child support processes.

Co-ordinate state resources.

Participate in co-creation build stages.

Knowledge exchange and transition.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work at:

Workshop will be conducted on-site. Sprints and final playback will be done remotely

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **45**
to
Contract Number **MA071B1300071C**

CONTRACTOR		STATE		
	IBM CORPORATION		**Program Manager** Various	DTMB
	New Orchard Drive			
	Armonk NY 10504-1722			
	Gregory Bruggen		**Contract Administrator** Shannon Romein	DTMB
	913-424-2901		517-898-8102	
	gjbruggen@us.ibm.com		Romeins@michigan.gov	
	CV0001848			

CONTRACT SUMMARY			
IBM Software, Maintenance and Support			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
October 1, 2010	December 1, 2017	5 - 12 Months	December 31, 2027

PAYMENT TERMS	DELIVERY TIMEFRAME
N/A	N/A

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ Direct Voucher (PRC)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS
N/A

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		
CURRENT VALUE	**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**		
$191,972,450.20	$0.00	$191,972,450.20		

DESCRIPTION
Effective 5/2/2025, the following amendment is incorporated into this Contract for IBM software licenses cover extensions for the transformation and processing of specialized healthcare format for soon-to-be-approved Public Health initiatives. No additional Contract funding is needed at this time; existing funds are adequate to support this change. Total cost is $59,368.76. Service Dates: 4/2/2025 - 4/30/2026. Please note the State's Contract Administrator has been updated to Shannon Romein. All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, and DTMB Central Procurement approval.

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Reid Sisson	517-241-1638	SissonR@Michigan.gov
DTMB	Stephanie Jeppesen	517-335-6899	JeppesenS@michigan.gov
DTMB	Brenda Waier	517-241-0344	WaierB@michigan.gov
DTMB	Lucy Pline		plinel@michigan.gov

International Business Machines Corporation
International Business Machines Corporation, 1 North Castle Drive, Armonk, NY 10504
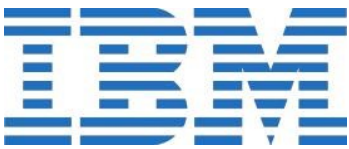
IBM Software Quotation

Quotation Information

Number: 21438259
Effective Date: 23-Apr-2025
Expiration Date: 30-May-2025

Customer Information

Attn: Andrey Verevko
AVP Only State of Michigan
320 S WALNUT ST-Cass Bldg 2nd Flr-S
LANSING MI 48933-2014
UNITED STATES

Sales Representative

IBM Contact: Vivek Sharan

Passport Advantage Agreement Number: 9422
IBM Customer Number: 7825380
Relationship SVP Level: GV

Passport Advantage Site Number: 4048325
Anniversary: 01-Oct
Quotation SVP Level: GV

Summary

Current Transaction	
Total Points	432.00
Software	56,008.26
Estimated Tax	3,360.50
Total	59,368.76 USD

Current Transaction

Software

Line Item	Part Number	Quantity	Points	Unit SVP Price	Discounted Unit Price	Extended Amount
IBM Sterling Transformation Extender Non-Production for Red Hat OpenShift Virtual Processor Core License + SW Subscription & Support						
1	D26S6LL	1	96.00	18,360.00	12,459.10	12,459.10
Current Transaction						
Coverage Dates: 23-Apr-2025 - 30-Apr-2026						
IBM Sterling Transformation Extender for Red Hat OpenShift Virtual Processor Core License + SW Subscription & Support 12 Months						
2	D26S3LL	1	192.00	36,635.00	24,860.51	24,860.51
Current Transaction						
Coverage Dates: 23-Apr-2025 - 30-Apr-2026						
IBM Sterling Transformation Extender Pack for Healthcare Non-Production for Red Hat OpenShift Virtual Processor Core License + SW Su						
3	D26SCLL	1	48.00	9,180.00	6,229.55	6,229.55
Current Transaction						
Coverage Dates: 23-Apr-2025 - 30-Apr-2026						
IBM Sterling Transformation Extender Pack for Healthcare for Red Hat OpenShift Virtual Processor Core License + SW Subscription & Su						
4	D26S9LL	1	96.00	18,360.00	12,459.10	12,459.10
Current Transaction						
Coverage Dates: 23-Apr-2025 - 30-Apr-2026						

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

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CONTRACT CHANGE NOTICE

Change Notice Number **44**
to
Contract Number **MA071B1300071C**

CONTRACTOR	IBM CORPORATION	
	New Orchard Drive	
	Armonk NY 10504-1722	
	Gregory Bruggen	
	913-424-2901	
	gjbruggen@us.ibm.com	
	CV0001848	

STATE	**Program Manager**	Reid Sisson	DTMB
		517-241-1638	
		SissonR@Michigan.gov	
	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

IBM Software, Maintenance and Support

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	December 1, 2017	5 - 12 Months	December 31, 2027

PAYMENT TERMS	DELIVERY TIMEFRAME
N/A	N/A

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ Direct Voucher (PRC)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$191,970,889.20	$1,561.00	$191,972,450.20

DESCRIPTION

Effective 3/28/2025, this Contract incorporates the attached Amendment No. 7 to the June 2019 Ordering Document to the Software and Services Special Option executed in Change Notice 40. The purpose of this Amendment is to add IBM License Part Number D0ELALL for IBM SPSS Complex Samples Authorized User SW Subscription & Support Reinstatement and S&S through 12/31/2027. This is reinstated for a one-time payment of $1,561.00 and this Change Notice adds $1,561.00 in funding to cover this purchase through 12/31/2027 as described in the attached Amendment #7.

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

Amendment No. 7 to the June 2019 Ordering Document to the Software and Services Special Option

This Amendment #7 to the June 2019 Ordering Document ("Amendment #6") is effective when signed by all parties and provides special options with respect to the terms of the Software and Services Special Option (the "SSSO"), which is contained within Contract No. 071B1300071 (collectively the "Agreement"), dated as of September 29, 2010, and any changes thereto agreed to in writing prior to the execution of this Ordering Document. Capitalized terms used in this Amendment #6, the definitions which are not found in this Ordering Document, are defined in the Agreement.

1. Contract Term

This Amendment #7 starts on **March 31, 2025** (the "**Amendment #7 Start Date**") and remains in effect up to and including **December 31, 2027** (the "**Amendment #7 End Date**"), unless earlier terminated as provided herein.

2. Eligible Programs

The Programs that qualify for the terms of this Amendment #7 ("Eligible Programs") may only be acquired directly from IBM and are as follows:

Products included in Schedule A7 - Products List, which is attached to and made part of this Amendment #7 are comprised of the following:
   i.   Products and Programs;

Included in the Charges are charges for any appliable S&S and Subscriptions with coverage up to December 31, 2027 unless otherwise specified in the Schedule A7 – Products List.

3. Subscription and Support

Section 5 of the June 2019 Ordering Document, signed 6/28/19 and as amended in Amendment 2 signed 12/20/2021 and Amendment 6 signed December 12, 2024, is amended to add following:

IBM S&S and Subscription Licenses Programs ("SS") under Schedule A7

Provided (i) Client's subscription coverage has not lapsed; (ii) SS is made generally available for the Listed Program(s) (e.g., SS has not been withdrawn), (iii) Client renews SS for all quantities of all Programs on Schedule A7 Table 1, and iv) SS is ordered direct from IBM, Client shall be entitled to receive prices not to exceed those listed below for acquisitions of SSSLP for all the quantities of Listed Programs on Schedule A7. SS must be ordered directly from IBM for the Coverage Period[s] and at price[s] not to exceed those shown in the table below 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 S&S Coverage Period.

Coverage Period	Not to Exceed Price
January 1, 2028 to December 31, 2028	USD $396.00
January 1, 2029 to December 31, 2029	USD $424.00

Prices are based on the IBM prices available in the country in which Client acquired the Programs

4. Charges

Section 7. Charges of Ordering Document Amendment # is deleted in its entirety and replaced with the following.

The Ordering Document Amendment #6 Charges are amended to add the following table. The charges will be invoiced to the State of Michigan and are due on or before the following dates and payable in accordance with the Agreement:

Amendment No. 7 to the June 2019 Ordering Document to the Software and Services Special Option

IBM

Due Date	Amount Due
March 31, 2025	USD $1,561.00

5. Payment

Unless otherwise agreed to by the State in writing, the State will issue a written Purchase Order to order any products, services, or deliverables under this Agreement.

Notwithstanding the foregoing sentence, undisputed invoices will be due and payable by the State, in accordance with the State's Prompt Payment Act as specified in 1984 PA 279, MCL 17.51 et seq., within 45 days after receipt,

provided the State determines that the invoice was properly rendered. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if products, services, and deliverables purchased under this Agreement are for the State's exclusive use.

The State has provided IBM its tax-exempt certificate.

Schedule A7 – Products List

Table 1 – New IPAA Programs					
License Part Number	S&S Part Number	Product Description	Quantity	S&S Start Date	S&S End Date
D0ELALL		IBM SPSS Complex Samples Authorized User SW Subscription & Support Reinstatement 12 Months	1	2/28/25	12/31/27

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **43**
to
Contract Number **MA071B1300071C**

<table>
<tr><td rowspan="7">CONTRACTOR</td><td>IBM CORPORATION</td><td></td><td rowspan="4">STATE</td><td rowspan="3">Program Manager</td><td>Various</td><td>DTMB</td></tr>
<tr><td>New Orchard Drive</td><td></td><td></td><td></td></tr>
<tr><td>Armonk NY 10504-1722</td><td></td><td></td><td></td></tr>
<tr><td>Gregory Bruggen</td><td></td><td rowspan="4">Contract Administrator</td><td>Shannon Romein</td><td>DTMB</td></tr>
<tr><td>913-424-2901</td><td></td><td>517-898-8102</td><td></td></tr>
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CONTRACT SUMMARY

IBM Software, Maintenance and Support

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	December 1, 2017	5 - 12 Months	December 31, 2027

PAYMENT TERMS	DELIVERY TIMEFRAME
N/A	N/A

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ Direct Voucher (PRC)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$191,970,889.20	$0.00	$191,970,889.20

DESCRIPTION

Effective 3/20/2025 this Contract hereby incorporates the attached Statement of Work for IBM Expert Labs Cloud Pak for Data Jumpstart. No additional Contract funds are needed, $48,970.00 of the remaining "Additional Funds" added under Change Notice 40 will be utilized along with $52,550.00 of existing Contract funding for a total cost of $101,520.00.

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

Program Managers

for

Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Reid Sisson	517-241-1638	SissonR@Michigan.gov
DTMB	Stephanie Jeppesen	517-335-6899	JeppesenS@michigan.gov
DTMB	Brenda Waier	517-241-0344	WaierB@michigan.gov
DTMB	Lucy Pline		plinel@michigan.gov

Brian O'Sullivan
Phone Number:
Fax Number:
E-mail Address: brian.osullivan@us.ibm.com
International Business Machines Corporation
International Business Machines Corporation, 1 North Castle Drive, Armonk, NY 10504

IBM

IBM Quotation

Quotation Information

Number: **21395072**
Effective Date: **20-Feb-2025**
Expiration Date: **31-Mar-2025**

Customer Information

Attn: **Reid Sisson**
State of Michigan, Dept of IT
Agency Services
Cass Bldg 2nd floor-South
320 S. Walnut
LANSING MI 48933-2014

Sales Representative

IBM Contact: **Brian O'Sullivan**
E-mail Address: **brian.osullivan@us.ibm.com**

IBM Site Number: **7020883**
IBM Customer Number: **5807125**
IBM Agreement Number: **9422**

Summary

Current Transaction:

As a Service	101,520.00
Estimated Tax	0.00
Total	**101,520.00 USD**

Current Transaction

As a Service   101,520.00 USD

Expert Labs Cloud Pk Dt Jumpstart Non-SaaS Engagement RDS

IBM Expert Labs Cloud Pak for Data Jumpstart - Non-SaaS Engagement Remotely Delivered SW Services

Part#: **D05WRZX**
Billing: **Upfront**

Unit Price: **53,460.00 Per Use**

Line Item	Quantity	Line Item Price
1	1	53,460.00

IBM Exp Labs Ins Dt Fabr Non-SaaS Engng Remotely Del SW Services

IBM Expert Labs Install Data Fabric - Non-SaaS Engagement Remotely Delivered SW Services

Part#: **D06W8ZX**
Billing: **Upfront**

Unit Price: **15,480.00 Per Use**

Line Item	Quantity	Line Item Price
2	2	30,960.00

International Business Machines Corporation

International Business Machines Corporation, 1 North Castle Drive, Armonk, NY 10504

IBM Expert Labs Assess Dt Intgn Non-SaaS Engagement RDS

IBM Expert Labs Assess Data Integration - Non-SaaS Engagement Remotely Delivered SW Services

Part#: **D06ZEZX**   Unit Price: **17,100.00 Per Use**
Billing: **Upfront**

Line Item	Quantity	Line Item Price
3	1	17,100.00

Notes

Applicable tax will be recalculated at the time of order processing.

IBM acceptance of the order is subject to credit approval.
Upon placing your order, please supply a Purchase Order or, if not PO driven, a signed Firm Order Letter. The Purchase Order value must cover the Total Commit Value of the transaction.

For clarity, this order will be partially paid for by available credits on account for FY2025 from the IBM / State of Michigan DTMB Master Agreement. As of 2/24/2025, available credits on account is $48,970.00. Customer will be invoiced for the remaining balance, currently calculated as $52,550.00, after deducting the remaining available credits in the master agreement from the total amount of this Transaction.

STATEMENT OF WORK -
IT CHANGE NOTICE

Project Title: **Cloud Pak for Data Non-Production Platform Assessment, Installation & Configuration**	Period of Coverage:
Requesting Department: **DTMB**	Date: **3/19/2025**
Agency Project Manager: **Ben Mulka**	Phone: **517-281-8069**

Brief description of services to be provided:

SCOPE OF WORK:

Scope of Services

The following Scope Document describes the activities that will be performed during IBM's Expert Labs Non-production Cloud Pak for Data Platform Installation and Configuration service.

Activity Set	Description	Quantity
0	IBM Expert Labs Advise/Assess - D06ZEZX	1
1	IBM Expert Labs Install Cloud Pak for Data D06W8ZX	2
2	IBM Expert Labs Manta Jumpstart # D05WRZX	1

a.   Activity Set 0 – High Level Architecture Review

The purpose of this activity is to perform the Architecture Review for the OpenShift and Cloud Pak for Data platform.

IBM will:

Architecture Review & Recommendation
a.   Review the use case implementation/architecture.
b.   Check the customer environment and CP4D components installed
c.   Recommend on any Architecture changes

DTMB will:
a.   Confirm all prerequisites have been met; and
b.   Provide necessary resources as needed to support or troubleshoot hardware, connectivity, or other technical issues.

STATEMENT OF WORK -
IT CHANGE NOTICE

Items to be delivered*:*

Architecture Review & Recommendation *Report*

Completion Criteria:

This activity will be considered complete when IBM has delivered the Architecture Review & Recommendations.

b.

c.   Activity Set 1 – Cloud Pak for Data Installation

In this project IBM will provide a one-time, remotely delivered service to install a single instance of an IBM Platform consisting of Red Hat OpenShift and one or more IBM Software product(s). (the "Solution") for DTMB (the "Project").

Estimated Schedule

IBM will perform the following activities over the course of a 2-week period with a scheduled start date mutually agreed upon by both IBM and Client.

d.   Work Activities

1.1.   Project Kickoff
a. Review activities of the project, deliverables, timeline, roles and responsibilities.
b. Understand goals of project, technical/business requirements, expected outcomes, success
    criteria etc.
c. Remote Assessment to review prerequisites necessary to deploy the Solution in preparation for
    the installation.
d. Set expectations on timeline, establish communications mechanism for engagement, and
e. Prepare the Client for remote engagement.

1.2.   Onboarding
This task covers onboarding to the customer environment

Installation of VPN Client.

Making and troubleshooting VPN or Citrix connections.

Accessing and troubleshoots remote Desktops.

1.3. Perform discovery

a. Initial discovery of the customer requirements and environment.

b. Identify if the environment is air-gapped.

c. Identify which products will be installed – OpenShift, Storage, CP4D, Cartridges/Services.

d. Identify which infrastructure will the products be installed and how to put into place.

1.4. Understand Customer ToolChain and Standards

a. Time taken to understand a customer's toolchain required to implement the infrastructure, especially for cloud-based.

b. Identify tagging/labeling requirements customer may have.

1.5. Perform Installation

a. Installation and validation of OpenShift on the provisioned infrastructure.

b. Installation and validation of Cloud Pak for Data on the provisioned infrastructure.

1.6. Implement Integrations & Conduct Testing

a. Develop customized runbooks for the implementation.

b. Implement post-installation configurations and integrations for OpenShift, Storage and CP4D.

c. Perform functional testing of the platform to ensure that the installation has been completed successfully.

d. Document the tests to be performed and the results.

1.7. Security Setup

a. Conduct initial Cloud Pak for Data security setup.

b. Setup Roles, Groups, Users and integration with customer LDAP.

c. Identify Service instance owners within CP4D.

d. Setup service instance privilege model.

1.8.   Operational Handover and Closing

e. Operational workshop to introduce DTMB to the platform and understand the process for

installation and basic operation.

f. Review final deliverables and handover platform.

g.   Activity Set 2 – Manta Jumpstart

In this project IBM will provide a one-time, remotely delivered service to kick start DTMB's implementation around an initial use case using IBM Manta Data Lineage (the "Solution") (the "Project"). DTMB will then have an initial version of the solution that includes a starter set of up to five (5) scanners connections implemented and hands-on experience and knowledge of how to expand the solution.

Estimated Schedule

IBM will perform the following activities over the course of a three (3) week period with a scheduled start date mutually agreed upon by both IBM and Client.

h.   Work Activities

2.1.   Conduct Project Kickoff Meeting

IBM will conduct a kick-off meeting on a mutually agreed to date at the commencement of this consulting service to:

a. Review Client requirements and objectives;

b. Review planned activities, priorities, Client and IBM roles and responsibilities and timelines;

2.2.   Discovery Workshop

IBM will conduct a workshop to formalize the definition of the use case based on Client needs:

a. Provide overview of Manta Data Lineage,

b. Identify use case [Regulatory compliance, Trust in data, Root cause / Impact analysis, Application Modernization]

c. Identify high value data flows and data sets to use for use case

d. Agree on initial set of scanners & connectors to configure as part of offering scope

e.   Review prerequisites for Manta Software installation and scanner configuration;

f.   Document the findings and prerequisites in a Solution Concept Document

2.3.   Remote Assessment

IBM will host a checkpoint meeting to review client readiness to proceed to Manta Installation.

2.4.   Manta Installation

IBM will perform installation activities to deploy Manta Software to support the solution.

a.   Install a single instance of Manta software on customer provided infrastructure

(1)   Manta Service on existing Cloud Pak for Data cluster with IBM Knowledge Catalog installed

b.   Configure HTTPS (URL endpoint);

c.   Configure SSO via SAML v2 or LDAP Authentication (for standalone only);

d.   Validate installation; and

e.   Document the deployed Solution in an Installation Document;

2.5.   Configure & Validate Scanner(s)

IBM will configure and validate up to five (5) scanner / connections as agreed upon in the Discovery Workshop.

2.6.   Lineage Review

IBM will review the technical lineage for up to 3 data pipelines or up to 20 scripts with client SME and discuss how the lineage can be leveraged to meet use case objectives.

2.7.   Import Metadata into IBM Knowledge Catalog [For Cloud Pak for Data implementations Only]

IBM will capture and import technical metadata from up to two (2) supported data source systems into IBM Knowledge Catalog.

2.8.   Operational Workshop

IBM will conduct an Operational workshop to walk through the process for scanner configuration, validation and basic operation.

2.9. Project Closure

IBM will present the final output from the engagement and discuss any next steps.

Pre-Requisites

a. Client requirements are documented and closed on discussion before engagement begins

b. Sizing, scoping and architectural work is completed and documented

c. Dedicated OpenShift Cluster

d. Full internet connectivity

e. Must use *cpd-cli/oc* to install and perform pre-installation tasks

f. Bastion Host is required to setup and administer the cluster

g. Required infrastructure should be ready to deploy (VMs, DNS, load balancer, Virtual Network, etc.)

h. If required, image mirroring has been completed prior to start of engagement.

Assumptions

a. All IBM services are delivered remotely;

b. Normal work hours will be 8:30am – 5:00pm, Monday through Friday, in the local time of the location the work will be performed;

c. IBM may use personnel and resources in locations worldwide and third-party suppliers to support the delivery of products and services;

d. The scope is limited to a single environment; single use case.

DELIVERABLES:

Deliverables will not be considered complete until the Agency Project Manager has formally accepted them.

PAYMENT SCHEDULE:

Payment will be made on a deliverable basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be

STATEMENT OF WORK -
IT CHANGE NOTICE

approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

Payment shall be considered timely if made by DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, etc.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work at:

Remote

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **42**
to
Contract Number **MA071B1300071C**

CONTRACTOR		
	IBM CORPORATION	
	New Orchard Drive	
	Armonk NY	
	Gregory Bruggen	
	913-424-2901	
	gjbruggen@us.ibm.com	
	CV0001848	

STATE	Program Manager	Various	DTMB
	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

IBM Software, Maintenance and Support

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	November 30, 2017	5 - 12 Months	December 31, 2027

PAYMENT TERMS	DELIVERY TIMEFRAME
N/A	N/A

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ Direct Voucher (PRC)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$191,970,889.20	$0.00	$191,970,889.20

DESCRIPTION

Effective 2/3/2025 this Contract hereby incorporates the attached Statement of Work for IBM Security Verify Expert Labs. No funds are needed per Change Notice 40, Amendment 6, "6. Additional Funds". Total cost of $51,030.00 of the "Additional Funds".

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

Program Managers

for

Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Brenda Waier	517-241-0344	WaierB@michigan.gov
DTMB	Lucy Pline		plinel@michigan.gov
DTMB	Reid Sisson	517-241-1638	SissonR@Michigan.gov
DTMB	Stephanie Jeppesen	517-335-6899	JeppesenS@michigan.gov

International Business Machines Corporation
International Business Machines Corporation, 1 North Castle Drive, Armonk, NY 10504

IBM Quotation

Quotation Information
Number: **21321521**
Effective Date: **07-Nov-2024**
Expiration Date: **31-Jan-2025**

Customer Information
Attn: **Reid Sisson**
State of Michigan, Dept of IT
Agency Services
Cass Bldg 2nd floor-South
320 S. Walnut
LANSING MI 48933-2014

IBM Site Number: **7020883**
IBM Customer Number: **5807125**
IBM Agreement Number: **9422**

Sales Representative
IBM Contact: **Brian O'Sullivan**
E-mail Address: **brian.osullivan@us.ibm.com**

Summary
Current Transaction:

As a Service	51,030.00
Estimated Tax	0.00
Total	**51,030.00 USD**

Current Transaction

As a Service   51,030.00 USD

IBM Sec Verify Expert Labs Assist Mon Sub Non-SaaS ENGMNT 20 Hrs Per M
IBM Security Verify Expert Labs - Assist Monthly Subscription Non-SaaS Engagement - 20 Hours Per Month

Subscription Part#: **D0DKUZX**
Billing: **Upfront**
Unit Price: **51,030.00**

Subscription Length: **6 Months**
Renewal Type: **Expires at end of Subscription**

Line Item	Quantity	Month	Subscription Rate	Line Item Price
1	1	1-6	51,030.00	51,030.00
Subtotal				**51,030.00 USD**

Notes

Applicable tax will be recalculated at the time of order processing.

IBM acceptance of the order is subject to credit approval.
Upon placing your order, please supply a Purchase Order or, if not PO driven, a signed Firm Order Letter. The Purchase Order value must cover the Total Commit Value of the transaction.

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **41**
to
Contract Number **MA071B1300071C**

	CONTRACTOR			STATE		
	IBM CORPORATION		Program Manager	Various	DTMB	
	New Orchard Drive					
	Armonk NY 10504-1722					
	Gregory Bruggen		Contract Administrator	Shannon Romein	DTMB	
	9134242901			517-898-8102		
	gjbruggen@us.ibm.com			Romeins@michigan.gov		
	CV0001848					

CONTRACT SUMMARY

IBM Software, Maintenance and Support

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	November 30, 2017	5 - 12 Months	December 31, 2027

PAYMENT TERMS	DELIVERY TIMEFRAME
N/A	N/A

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ Direct Voucher (PRC)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$191,970,889.20	$0.00	$191,970,889.20

DESCRIPTION

Effective 1/13/2025 this Contract hereby incorporates the attached Statement of Work for IBM Expert Labs Engineering Consulting. No funds are needed per Change Notice 25, Amendment 2, "4. Additional Funds". Total cost of $9,000.00 of the "Additional Funds".

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

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Reid Sisson	517-241-1638	SissonR@Michigan.gov
DTMB	Stephanie Jeppesen	517-335-6899	JeppesenS@michigan.gov
DTMB	Brenda Waier	517-241-0344	WaierB@michigan.gov
DTMB	Lucy Pline		plinel@michigan.gov

International Business Machines Corporation
International Business Machines Corporation, 1 North Castle Drive, Armonk, NY 10504

IBM

IBM Quotation

Quotation Information
Number: **21360727**
Effective Date: **20-Dec-2024**
Expiration Date: **31-Jan-2025**

Customer Information
Attn: **Reid Sisson**
State of Michigan, Dept of IT
Agency Services
Cass Bldg 2nd floor-South
320 S. Walnut
LANSING MI 48933-2014

IBM Site Number: **7020883**
IBM Customer Number: **5807125**
IBM Agreement Number: **9422**

Sales Representative
IBM Contact: **Brian O'Sullivan**
E-mail Address: **brian.osullivan@us.ibm.com**

Summary
Current Transaction:

As a Service	9,000.00	
Estimated Tax	0.00	
Total	**9,000.00**	**USD**

Current Transaction

As a Service   9,000.00 USD

IBM Expert Labs Engineering One Day Consul N RDSEngagement
IBM Expert Labs Engineering One Day Consulting - Non-SaaS Engagement Remotely Delivered SW Services

Part#: **D06YDZX**
Billing: **Upfront**

Unit Price: **3,000.00 Per Use**

Line Item	Quantity	Line Item Price
1	3	9,000.00

Notes

Applicable tax will be recalculated at the time of order processing.

IBM acceptance of the order is subject to credit approval.
Upon placing your order, please supply a Purchase Order or, if not PO driven, a signed Firm Order Letter. The Purchase Order value must cover the Total Commit Value of the transaction.

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **40**
to
Contract Number **MA071B1300071C**

<table>
<tr><td rowspan="7">CONTRACTOR</td><td>IBM CORPORATION</td></tr>
<tr><td>New Orchard Drive</td></tr>
<tr><td>Armonk NY 10504-1722</td></tr>
<tr><td>Gregory Bruggen</td></tr>
<tr><td>913-424-2901</td></tr>
<tr><td>gjbruggen@us.ibm.com</td></tr>
<tr><td>CV0001848</td></tr>
</table>

STATE	Program Manager	Various - Primary	Reid Sisson
		(517) 241-1638	
		SissonR@Michigan.gov	
	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

IBM Software, Maintenance and Support

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	November 30, 2017	5 - 12 Months	December 31, 2024

PAYMENT TERMS	DELIVERY TIMEFRAME
N/A	N/A

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ Direct Voucher (PRC)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐	0 Months	☒	3 Years	December 31, 2027

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$154,970,889.20	$37,000,000.00	$191,970,889.20

DESCRIPTION

Effective 1/1/2025, this contract is extended via Chapter 5.7.6 Useful Life Extension for 3 years, making the new expiration date 12/31/2027. Additionally, the following amendment is incorporated into this Contract per the attached, Amendment 6 to the June 2019 Ordering Document to the Software and Services Special Option. This Contract is also increased by $37,000,000.00 for Statewide use through the revised expiration date.

All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on 12/3/2024.

Amendment No. 6 to the June 2019 Ordering Document
to the Software and Services Special Option

IBM

This Amendment #6 to the June 2019 Ordering Document ("Amendment #6") is effective when signed by all parties and provides special options with respect to the terms of the Software and Services Special Option (the "SSSO"), which is contained within Contract No. 071B1300071 (collectively the "Agreement"), dated as of September 29, 2010, and any changes thereto agreed to in writing prior to the execution of this Ordering Document. Capitalized terms used in this Amendment #6, the definitions which are not found in this Ordering Document, are defined in the Agreement.

1. **Contract Term**

   This Amendment #6 starts on **December 31, 2024** (the "**Amendment #6 Start Date**") and remains in effect up to and including **December 31, 2027** (the "**Amendment #6 End Date**"), unless earlier terminated as provided herein.

2. **Eligible Programs**

   The Programs that qualify for the terms of this Amendment #6 ("Eligible Programs") may only be acquired directly from IBM and are as follows:

   Products included in Schedule A6 - Products List, including any applicable Attachments, which is attached to and made part of this Amendment #6 are comprised of the following:
   i.   Products and Programs;
   ii.   IBM Subscription and Support (S&S) renewals for previously acquired Programs and Appliances,
   iii.   Appliances and associated maintenance and S&S set forth in Attachment 1; and
   iv.   Subscription License Programs

   Included in the Charges are charges for any appliable S&S and Subscriptions with coverage up to December 31, 2027 unless otherwise specified in the Schedule A6 – Products List.

   Appliances and the associated Maintenance and Subscription and Support acquired under this Agreement are listed on Attachment 1 - the Supplement for Purchase of IBM Appliances and Appliance Services ("Appliance Supplement"), and has coverage period up to and including December 31, 2027. Appliances are subject to the terms and conditions of the IPAA, the Appliance Supplement, and this Agreement.

   Client is acquiring the Trade-ups identified in Schedule A6 Table 2 - Trade-up Programs. Within 90 days of the Start Date Client will: (1) install the Trade-up Programs specified in Schedule A6 Table 2; (2) terminate use of the programs on Schedule A Table 9 - IBM Program Licenses to be Traded Up (the "Existing Programs") when Client installs the replacement Programs; and (3) promptly destroy all copies of the Existing Programs.

3. **Subscription and Support and Subscription Licenses**

   Section 5 of the June 2019 Ordering Document, signed 6/28/19 and as amended in Amendment 2 signed 12/20/2021 is deleted in its entirety and replaced with the following:

   IBM S&S and Subscription Licenses Programs ("SSSLP") under Schedule A6

   Provided (i) Client's subscription coverage has not lapsed; (ii) SSSLP is made generally available for the Listed Program(s) (e.g., SSSLP has not been withdrawn), (iii) Client renews SSSLP for all quantities of all Programs on Schedule A6 Tables 1,2,3,4,5,6 and 7, and iv) SSSLP is ordered direct from IBM, Client shall be entitled to receive prices not to exceed those listed below for acquisitions of SSSLP for all the quantities of Listed Programs on Schedule A6. SSSLP must be ordered directly from IBM for the Coverage Period[s] and at price[s] not to exceed those shown in the table below by providing written

Amendment No. 6 to the June 2019 Ordering Document
to the Software and Services Special Option
IBM

authorization to IBM (e.g., order form, order letter, purchase order) at least thirty (30) days prior to the beginning of the S&S Coverage Period.

Coverage Period	Not to Exceed Price
January 1, 2028 to December 31, 2028	USD $11,824,630.00
January 1, 2029 to December 31, 2029	USD $12,652,354.00

Prices are based on the IBM prices available in the country in which Client acquired the Programs

4. Subscription License Programs

IPAA Subscription License programs "Subscription Programs" are IBM programs that Client has the right to use and receive IBM S&S for a specified committed term (the "Subscription Term") as listed on Schedule A6 Table 6 - New IPAA Subscription License Programs. Subscription Programs cannot be terminated by Client during the Subscription Term. Upon completion of the Subscription Term, Client's right to use Subscription Programs ends.

Subscription License programs cannot be terminated by Client during the Subscription Upgrade Term, except in the event of a non-appropriation.

Client has selected the "terminate" renewal option for the Subscription Programs. IBM will terminate the expiring Subscription Programs at the end of the Subscription Term. Client may change their selected renewal option by giving IBM notice in writing at least 30 days before the end of the Subscription Term.

IBM may withdraw a Subscription Program at any time. For Clients whose Subscription Term extends past the withdrawal date, Client retains the right to use Subscription Programs at the quantity Client licensed before the withdrawal date. IBM will continue to provide support until the end of the Subscription Term or work with the Client to establish an alternative solution.

Client may not use bundled programs or Subscription Programs acquired as part of this Amendment #6 to replace IBM Program S&S.

4.1 Subscription License Program Upgrades

Client has acquired an upgrade from qualifying IBM Program license entitlements identified on **Schedule A6 - Table 8 - Qualifying Program Entitlements ("Qualifying Program Entitlements")** with active IBM S&S to a Subscription License Upgrade program (a "Subscription Upgrade"), as listed on **Schedule A6 - Table 7 Subscription License Upgrade Programs** for a specified committed term (the **"Subscription Upgrade Term"**).

Client may use the Qualifying Program Entitlements and the Subscription Upgrades in any deployment combination up to the total number of entitlements purchased for the Subscription Upgrades.

Subscription Upgrade programs cannot be terminated by Client during the Subscription Upgrade Term, except in the event of a non-appropriation.

If Client selects to not renew the Subscription Upgrades Client may continue to use the Qualifying Program Entitlements at the Program version level at the end of the Subscription Upgrade Term. If Client elects to resume IBM Software Subscription and Support for the Qualifying Program Entitlements, Client must acquire it, at then current prices.

IBM may withdraw a Subscription License Upgrade Program at any time. For Clients whose Subscription Upgrade Term extends past the withdrawal date, Client retains the right to use

Subscription License Upgrade Programs at the quantity Client licensed before the withdrawal date. IBM will continue to provide support until the end of the Subscription Upgrade Term or work with the Client to establish an alternative solution.

Except for Subscription Upgrades acquired as part of this Amendment #6, Client may not use acquired bundled programs or Subscription Licenses to replace IBM Program S&S.

5. Provisions for Cross Brand Allotment

Section 3 of Amendment 2, signed 12/20/2021 is deleted in its entirety and replaced with the following:

CBA Credits

5.1   CBA Credit for S&S Not Renewed

Provided Client meets the requirements set forth in this subsection, Client may choose not to renew S&S coverage on each S&S Anniversary for quantities of Listed Software Products specified by Client that are marked as 'S&S ON PREVIOUSLY ACQUIRED IPAA OR IPLA PROGRAMS' on Schedule A6 ("S&S Programs") in exchange for a credit as set forth below; if Client does not satisfy such requirements, Client is not eligible to downturn its S&S. Any credit made available to Client under this subsection of the Agreement may only be used for obligations occurring after the date the credit is offered and in accordance with the Provision for Cross Brand Allotment section in Amendment to June 2019 Ordering Document to the Software and Services Special Option and the Associated Documents. If Client downturns S&S on a Program and, at a later date Client wishes to resume S&S for that Program, Client may do so in accordance with the applicable Associated Documents.

5.2   CBA S&S Credit

"CBA S&S Credit" shall mean a credit to be applied towards Client's CBA, which CBA S&S Credit shall not exceed USD $500,000 during the term of this Ordering Document Amendment #6.

The value of the CBA S&S Credit in an S&S Amendment is calculated by multiplying: 1) the S&S Reference Price set forth in Schedule A6 Tables 4 and 5 for each Program by 2) the quantities of Programs for which Client requests not to renew S&S coverage and then, 3) adding each such Program S&S downturn dollar value together for an aggregate amount that shall be the CBA S&S Credit amount.

5.3   Additional Requirements

A.   CBA S&S Credit values are maximum values within in any 12-month S&S renewal period; and
B.   At least 90 days prior to the S&S Anniversary date, Client must provide a written report to IBM, which report includes the following information:
   i.   the types and quantities of the S&S Program(s) on Schedule A6 Tables 4 and 5 Client elects not to renew;
   ii. if Client requests to renew S&S for a lesser quantity of IBM Program uses and installations than the expiring quantity, Client must provide system generated documentation that verifies current IBM Program usage and installation, administrative console outputs, sufficient to determine the factual and analytical basis of such documentation and its conclusion.

5.4   S&S Amendment

CBA S&S Credits Purchases will be provided under an amendment to this Agreement (the "S&S Amendment"). The S&S Amendment will include, where applicable:
   1.   the S&S End Date adjustments for all eligible S&S Products no longer renewed;
   2.   a restating of the CBA Availability table; and

    3.   a restating of the remaining CBA S&S Credit.

6. Additional Funds

Section 4 of Amendment 2, signed 12/20/2021 is deleted in its entirety and replaced with the following:

Starting on the dates indicated in the below table, as part of this Ordering Document Amendment #6 Client is entitled to obtain up to the amounts indicated in the below table for IBM Program-related Services ("Eligible Services" collectively, "the Eligible Services Credit") performed directly by IBM Software Lab Services, at no additional charge. An amount of $51,030.00 is designated for IBM Security Verify Expert Labs as identified in the table below.

Availability Date	Designated Funds Amount	General Funds Amount	Total Funds Amount
January 1, 2025	USD $51,030.00	USD $48,970.00	USD $100,000.00
January 1, 2026	USD $0.00	USD $100,000.00	USD $100,000.00
January 1, 2027	USD $0.00	USD $100,000.00	USD $100,000.00

Eligible 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. Any such Eligible Services Credit must be used prior to the earlier of December 31, 2027 or the termination of this Agreement. Standard IBM rates shall apply for such Services, provided such agreed prices are within IBM's then-current established standalone selling prices for such services. The Eligible Services Credit cannot be transferable into cash or other option. Upon expiration, the Eligible Services Credit will be forfeited.

Eligible Services Credit may not be used for travel and living expenses.

7. Charges

Section 7. Charges of Ordering Document Amendment #5 is deleted in its entirety and replaced with the following.

The Ordering Document Amendment #6 Charges listed in the following table will be invoiced to the State of Michigan and are due on or before the following dates and payable in accordance with the Agreement:

Due Date	Amount Due
December 31, 2024	USD $14,993,627.00
December 31, 2025	USD $9,791,970.00
December 31, 2026	USD $9,751,510.00
Total	**USD $34,537,108.00**

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 Schedule A6.

8. Payment

Section 8. Payment of Ordering Document Amendment #5, is deleted and replaced in its entirety with the following:

Unless otherwise agreed to by the State in writing, the State will issue a written Purchase Order to order any products, services, or deliverables under this Agreement.

Notwithstanding the foregoing sentence, undisputed invoices will be due and payable by the State, in accordance with the State's Prompt Payment Act as specified in 1984 PA 279, MCL 17.51 et seq., within 45 days after receipt,
provided the State determines that the invoice was properly rendered. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if products, services, and deliverables purchased under this Agreement are for the State's exclusive use.
.
The State has provided IBM its tax-exempt certificate.

Schedule A6 – Products List

Table 1 – New IPAA Programs

License Part Number	S&S Part Number	Product Description	Quantity	S&S Start Date	S&S End Date
D0A5EZX	E0A5DZX	MANTA Automated Data Lineage for IBM Cloud Pak for Data Resource Unit LIC + SW S&S 12 MO	1	12/31/24	12/31/27
D1L3HLL	E0MCWLL	IBM Transformation Extender Processor Value Unit (PVU) SW Subscription & Support Reinstatement 12 Months	200	12/31/24	12/31/27
D1L3PLL	E0MCYLL	IBM Transformation Extender for Non Production Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	200	12/31/24	12/31/27

Table 2 – IPAA Trade-Up Programs

License Part Number	S&S Part Number	Product Description	Quantity	S&S Start Date	S&S End Date
D0AE2ZX	E0AE3ZX	IBM Security QRadar Suite Software 100 Resource Unit Trade Up from Eligible Program Trade Up License + Subscription & Support 12 Months	2,192	12/31/24	12/31/27
D036HZX	E036JZX	IBM Information Server Modernization Non-Production Virtual Processor Core from InfoSphere Information Server Enterprise Edition Non-Production 70 Processor Value Unit Trade Up License + SW Subscription & Support 12 Months	20	12/31/24	12/31/27
D0363ZX	E0365ZX	IBM Information Server Modernization Virtual Processor Core from Information Server Enterprise Edition 70 Processor Value Unit Trade Up License + SW Subscription & Support 12 Months	12	12/31/24	12/31/27
D0M8RZX	E0LSBZX	IBM Cloud Pak for Applications Advanced Virtual Processor Core Trade Up from eligible WebSphere Point Programs License + SW Subscription & Support 12 Months	980	12/31/24	12/31/27
D0M8QZX	E0QB6LL	IBM Cloud Pak for Applications Standard Virtual Processor Core Trade Up from WSHE Programs License + SW Subscription & Support 12 Months	237	12/31/24	12/31/27

Table 3 – New IPAA Appliances

License Part Number	S&S Part Number	Product Description	Quantity	S&S Start Date	S&S End Date
D0DI2ZX	E0DI3ZX	IBM QRadar Core Appliance XX29 G3 Appliance Install Initial Appliance Hard Drive Retention Service Upgrade 12 Months	38	12/31/24	12/31/27
D0DI0ZX	E0DI1ZX	IBM QRadar Core Appliance XX29 G3 Appliance Install Initial Appliance Business Critical Service Upgrade 12 Months	38	12/31/24	12/31/27
D0DHYZX	E0DHXZX	IBM QRadar Core Appliance XX29 G3 Appliance Install Appliance + Subscription and Support 12 Months	38	12/31/24	12/31/27
D0DGCZX	E0DGDZX	IBM QRadar Core Appliance XX48 G3 Appliance Install Initial Appliance Hard Drive Retention Service Upgrade 12 Months	12	12/31/24	12/31/27
D0DG0ZX	E0DG1ZX	IBM QRadar Core Appliance XX48 G3 Appliance Install Initial Appliance Business Critical Service Upgrade 12 Months	12	12/31/24	12/31/27
D0DFYZX	E0DFXZX	IBM QRadar Core Appliance XX48 G3 Appliance Install Appliance + Subscription and Support 12 Months	12	12/31/24	12/31/27
D0DJ2ZX	E0DJ3ZX	IBM QRadar Event QFlow Collector Appliance 1501 1201 G5 Appliance Install Initial Appliance Hard Drive Retention Service Upgrade 12 Months	6	12/31/24	12/31/27
D0DJ0ZX	E0DJ1ZX	IBM QRadar Event QFlow Collector Appliance 1501 1201 G5 Appliance Install Initial Appliance Business Critical Service Upgrade 12 Months	6	12/31/24	12/31/27
D0DIYZX	E0DIXZX	IBM QRadar Event QFlow Collector Appliance 1501 1201 G5 Appliance Install Appliance + Subscription and Support 12 Months	6	12/31/24	12/31/27
D0DJ9ZX	E0DJAZX	IBM QRadar Network Insights Appliance 1920 G3 Appliance Install Initial Appliance Hard Drive Retention Service Upgrade 12 Months	3	12/31/24	12/31/27
D0DJ7ZX	E0DJ8ZX	IBM QRadar Network Insights Appliance 1920 G3 Appliance Install Initial Appliance Business Critical Service Upgrade 12 Months	3	12/31/24	12/31/27
D0DJ5ZX	E0DJ4ZX	IBM QRadar Network Insights Appliance 1920 G3 Appliance Install Appliance + Subscription and Support 12 Months	3	12/31/24	12/31/27
D0DI9ZX	E0DIAZX	IBM QRadar Network Insights Appliance 1940 G2 Appliance Install Initial Appliance Hard Drive Retention Service Upgrade 12 Months	3	12/31/24	12/31/27

D0DI7ZX	E0DI8ZX	IBM QRadar Network Insights Appliance 1940 G2 Appliance Install Initial Appliance Business Critical Service Upgrade 12 Months	3	12/31/24	12/31/27
D0DI5ZX	E0DI4ZX	IBM QRadar Network Insights Appliance 1940 G2 Appliance Install Appliance + Subscription and Support 12 Months	3	12/31/24	12/31/27

		Table 4 – S&S On Previously Acquired IPAA Programs				
PA Site Number	S&S Part Number	Product Description	Quantity	S&S Start Date	S&S End Date	S&S Unit Reference Price
3211096	E09PVLL	IBM SPSS Advanced Statistics Authorized User Annual SW Subscription & Support Renewal	3	12/31/24	12/31/27	246.74
3211096	E09NNLL	IBM SPSS Statistics Base Authorized User Annual SW Subscription & Support Renewal	1	12/31/24	12/31/27	448.32
3211096	E09PPLL	IBM SPSS Complex Samples Authorized User Annual SW Subscription & Support Renewal	4	12/31/24	12/31/27	246.74
3211096	E09Q7LL	IBM SPSS Forecasting Authorized User Annual SW Subscription & Support Renewal	3	12/31/24	12/31/27	246.74
3211096	E09PKLL	IBM SPSS Regression Authorized User Annual SW Subscription & Support Renewal	3	12/31/24	12/31/27	246.74
3212901	E09PULL	IBM SPSS Advanced Statistics Concurrent User Annual SW Subscription & Support Renewal	1	12/31/24	12/31/27	621.15
3212901	E09PWLL	IBM SPSS Statistics Base Concurrent User Annual SW Subscription & Support Renewal	9	12/31/24	12/31/27	1,119.58
3212901	E09PSLL	IBM SPSS Bootstrapping Concurrent User Annual SW Subscription & Support Renewal	1	12/31/24	12/31/27	621.15
3212901	E09PQLL	IBM SPSS Categories Concurrent User Annual SW Subscription & Support Renewal	1	12/31/24	12/31/27	621.15
3212901	E09PLLL	IBM SPSS Conjoint Concurrent User Annual SW Subscription & Support Renewal	1	12/31/24	12/31/27	621.15
3212901	E09PYLL	IBM SPSS Custom Tables Concurrent User Annual SW Subscription & Support Renewal	1	12/31/24	12/31/27	621.15
3212901	E09QBLL	IBM SPSS Decision Trees Concurrent User Annual SW Subscription & Support Renewal	1	12/31/24	12/31/27	621.15
3212901	E09Q5LL	IBM SPSS Forecasting Concurrent User Annual SW Subscription & Support Renewal	1	12/31/24	12/31/27	621.15
3212901	E09PJLL	IBM SPSS Regression Concurrent User Annual SW Subscription & Support Renewal	1	12/31/24	12/31/27	621.15
7020883	E09PULL	IBM SPSS Advanced Statistics Concurrent User Annual SW Subscription & Support Renewal	3	12/31/24	12/31/27	621.15
7020883	E09QRLL	IBM SPSS Amos Concurrent User Annual SW Subscription & Support Renewal	4	12/31/24	12/31/27	750.07
7020883	E09Q5LL	IBM SPSS Forecasting Concurrent User Annual SW Subscription & Support Renewal	5	12/31/24	12/31/27	621.15
7020883	E09PJLL	IBM SPSS Regression Concurrent User Annual SW Subscription & Support Renewal	5	12/31/24	12/31/27	621.15
7020883	E09PWLL	IBM SPSS Statistics Base Concurrent User Annual SW Subscription & Support Renewal	9	12/31/24	12/31/27	1,119.58
7020883	E09NXLL	IBM SPSS Statistics Professional Concurrent User Annual SW Subscription & Support Renewal	1	12/31/24	12/31/27	4,969.19
7020883	E09P1LL	IBM SPSS Statistics Standard Concurrent User Annual SW Subscription & Support Renewal	25	12/31/24	12/31/27	2,455.64
7020883	E06JILL	IBM Engineering Test Management Contributor Floating User Single Install Annual SW Subscription & Support Renewal	5	12/31/24	12/31/27	861.75
7020883	E060ILL	IBM Engineering Requirements Management DOORS Next Analyst Authorized User Single Install license Annual SW Subscription & Support Renewal	5	12/31/24	12/31/27	820.38
7020883	E0AQ3LL	IBM Engineering Workflow Management Contributor Floating User Single Install Annual SW Subscription & Support Renewal	15	12/31/24	12/31/27	861.75
7020883	E0AQ5LL	IBM Engineering Workflow Management Developer Floating User Single Install Annual SW Subscription & Support Renewal	15	12/31/24	12/31/27	1,453.25
7020883	E0AQ0LL	IBM Engineering Workflow Management Developer Authorized User Single Install Annual SW Subscription & Support Renewal	15	12/31/24	12/31/27	826.59
7020883	E01MJLL	IBM Rational Application Developer for WebSphere Software Authorized User Annual SW Subscription & Support Renewal	50	12/31/24	12/31/27	908.63
7020883	E0CZDLL	IBM InfoSphere Master Data Management Individual Hub - Advanced Edition for Non-Financial Services per Resource Value Unit Annual SW Subscription & Support Renewal	11,183	12/31/24	12/31/27	44.65
7020883	E0DHZLL	IBM InfoSphere Master Data Management Provider Hub - Advanced Edition Resource Value Unit Annual SW Subscription & Support Renewal	3,050	12/31/24	12/31/27	135.40
7020883	E0DS8LL	IBM MQ Advanced Message Security Component Processor Value Unit (PVU) Annual SW Subscription & Support Renewal 12 Months	700	12/31/24	12/31/27	4.93

		Table 4 – S&S On Previously Acquired IPAA Programs				
PA Site Number	**S&S Part Number**	**Product Description**	**Quantity**	**S&S Start Date**	**S&S End Date**	**S&S Unit Reference Price**
7020883	E0256LL	IBM MQ Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	5,400	12/31/24	12/31/27	14.01
7020883	E0KHULL	IBM DataPower Gateway Virtual Edition Processor Value Unit Annual Software Subscription & Support Renewal	560	12/31/24	12/31/27	39.09
7020883	E0KHLLL	Application Optimization Module for IBM DataPower Gateway Virtual Edition Processor Value Unit Annual Software Subscription & Support Renewal	280	12/31/24	12/31/27	11.04
7020883	E0KHALL	Integration Module for IBM DataPower Gateway Virtual Edition Processor Value Unit Annual Software Subscription & Support Renewal	560	12/31/24	12/31/27	13.74
7020883	E06WHLL	IBM Security Verify Identity and Access Assurance User Value Unit Annual SW Subscription & Support Renewal	30,500	12/31/24	12/31/27	18.59
7020883	E0K30LL	IBM Cognos Analytics Administrator per Authorized User Annual SW Subscription & Support Renewal	10	12/31/24	12/31/27	2,420.48
7020883	E0K32LL	IBM Cognos Analytics User Authorized User Annual SW Subscription & Support Renewal	250	12/31/24	12/31/27	216.26
7020883	E039KZX	IBM Master Data Management Cartridge for IBM Cloud Pak for Data Virtual Processor Core Annual SW Subscription & Support Renewal 12 Months	22	12/31/23	12/31/27	4,588.64
7020883	E039KZX	IBM Master Data Management Cartridge for IBM Cloud Pak for Data Virtual Processor Core Annual SW Subscription & Support Renewal 12 Months	4	7/1/25	12/31/27	4,588.64
7020883	E0MD7LL	IBM Transformation Extender Pack for Healthcare for Non Production Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	200	12/31/24	12/31/27	16.00
7020883	E0MD4LL	IBM Transformation Extender Pack for Healthcare Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	200	12/31/24	12/31/27	32.06
7020883	E0PPNLL	IBM Watson Explorer Deep Analytics Edition Virtual Processor Core Annual SW Subscription & Support Renewal 12 Months	4	12/31/23	12/31/24	N/A

		Table 5 – S&S On Previously Acquired IPAA Appliances				
Serial Number	**S&S Part Number**	**Product Description**	**Quantity**	**S&S Start Date**	**S&S End Date**	**S&S Unit Reference Price**
7800157	E0QRLLL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	2,695.19
7800171	E0QRCLL	IBM QRadar Core Appliance xx29 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	8,117.51
7800171	E0R9ALL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 BCSU Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	294.11
7800171	E0R9BLL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 HD RSU Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	29.41
7800185	E0QRCLL	IBM QRadar Core Appliance xx29 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	8,117.51
7800185	E0R9ALL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 BCSU Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	294.11
7800185	E0R9BLL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 HD RSU Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	29.41
7800186	E0QRCLL	IBM QRadar Core Appliance xx29 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	8,117.51
7800186	E0R9ALL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 BCSU Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	294.11
7800186	E0R9BLL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 HD RSU Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	29.41
7800200	E0QRCLL	IBM QRadar Core Appliance xx29 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	8,117.51
7800200	E0R9ALL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 BCSU Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	294.11
7800200	E0R9BLL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 HD RSU Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	29.41
7800254	E0QR0LL	IBM QRadar Network Insights Appliance 1920 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	11,305.00
7800254	E0R94LL	IBM QRadar Core Appliance xx29 G2 Business Critical Service Upgrade Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	501.51
7800254	E0R95LL	IBM QRadar Core Appliance xx29 G2 HardDrive Retention Service Upgrade Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	59.11
7800256	E0QR0LL	IBM QRadar Network Insights Appliance 1920 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	11,305.00
7800256	E0R94LL	IBM QRadar Core Appliance xx29 G2 Business Critical Service Upgrade Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	501.51
7800256	E0R95LL	IBM QRadar Core Appliance xx29 G2 HardDrive Retention Service Upgrade Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	59.11
7800257	E0QR9LL	IBM QRadar Core Appliance xx48 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	10,242.51
7800257	E0R92LL	IBM QRadar Core Appliance xx48 G2 Business Critical Service Upgrade Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	411.85
7800257	E0R93LL	IBM QRadar Core Appliance xx48 G2 HardDrive Retention Service Upgrade Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	82.45
7800258	E0QR9LL	IBM QRadar Core Appliance xx48 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	10,242.51

		Table 5 – S&S On Previously Acquired IPAA Appliances				
Serial Number	**S&S Part Number**	**Product Description**	**Quantity**	**S&S Start Date**	**S&S End Date**	**S&S Unit Reference Price**
7800258	E0R92LL	IBM QRadar Core Appliance xx48 G2 Business Critical Service Upgrade Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	411.85
7800258	E0R93LL	IBM QRadar Core Appliance xx48 G2 HardDrive Retention Service Upgrade Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	82.45
7800259	E0QR9LL	IBM QRadar Core Appliance xx48 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	10,242.51
7800259	E0R92LL	IBM QRadar Core Appliance xx48 G2 Business Critical Service Upgrade Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	411.85
7800259	E0R93LL	IBM QRadar Core Appliance xx48 G2 HardDrive Retention Service Upgrade Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	82.45
7800261	E0QR9LL	IBM QRadar Core Appliance xx48 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	10,242.51
7800261	E0R92LL	IBM QRadar Core Appliance xx48 G2 Business Critical Service Upgrade Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	411.85
7800261	E0R93LL	IBM QRadar Core Appliance xx48 G2 HardDrive Retention Service Upgrade Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	82.45
7800274	E0QRCLL	IBM QRadar Core Appliance xx29 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	8,117.51
7800274	E0R9ALL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 BCSU Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	294.11
7800274	E0R9BLL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 HD RSU Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	29.41
7800276	E0QRCLL	IBM QRadar Core Appliance xx29 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	8,117.51
7800276	E0R9ALL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 BCSU Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	294.11
7800276	E0R9BLL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 HD RSU Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	29.41
7800277	E0QRCLL	IBM QRadar Core Appliance xx29 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	8,117.51
7800277	E0R9ALL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 BCSU Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	294.11
7800277	E0R9BLL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 HD RSU Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	29.41
7800280	E0QRLLL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	2,312.00
7800294	E0R8WLL	IBM QRadar Network Insights Appliance 1920 G2 BCSU Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	1,708.51
7800294	E0R8WLL	IBM QRadar Network Insights Appliance 1920 G2 BCSU Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	1,708.51
7800294	E0R8XLL	IBM QRadar Network Insights Appliance 1920 G2 HD RSU Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	29.41
7800294	E0R8XLL	IBM QRadar Network Insights Appliance 1920 G2 HD RSU Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	29.41
7800296	E0R8WLL	IBM QRadar Network Insights Appliance 1920 G2 BCSU Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	1,708.51
7800296	E0R8WLL	IBM QRadar Network Insights Appliance 1920 G2 BCSU Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	1,708.51

Amendment No. 6 to the June 2019 Ordering Document
to the Software and Services Special Option
IBM

Serial Number	S&S Part Number	Product Description	Quantity	S&S Start Date	S&S End Date	S&S Unit Reference Price
- **Table 5 – S&S On Previously Acquired IPAA Appliances**							

Serial Number	S&S Part Number	Product Description	Quantity	S&S Start Date	S&S End Date	S&S Unit Reference Price
7800296	E0R8XLL	IBM QRadar Network Insights Appliance 1920 G2 HD RSU Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	29.41
7800296	E0R8XLL	IBM QRadar Network Insights Appliance 1920 G2 HD RSU Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	29.41
7800297	E0QRCLL	IBM QRadar Core Appliance xx29 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	8,117.51
7800297	E0R9ALL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 BCSU Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	294.11
7800297	E0R9BLL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 HD RSU Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	29.41
7800298	E0QRCLL	IBM QRadar Core Appliance xx29 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	8,117.51
7800298	E0R9ALL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 BCSU Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	294.11
7800298	E0R9BLL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 HD RSU Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	29.41
7800299	E0QRCLL	IBM QRadar Core Appliance xx29 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	8,117.51
7800299	E0R9ALL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 BCSU Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	294.11
7800299	E0R9BLL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 HD RSU Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	29.41
7800301	E0QRCLL	IBM QRadar Core Appliance xx29 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	8,117.51
7800301	E0R9ALL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 BCSU Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	294.11
7800301	E0R9BLL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 HD RSU Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	29.41
7800302	E0QRCLL	IBM QRadar Core Appliance xx29 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	8,117.51
7800302	E0R9ALL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 BCSU Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	294.11
7800302	E0R9BLL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 HD RSU Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	29.41
7800303	E0QRCLL	IBM QRadar Core Appliance xx29 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	8,117.51
7800303	E0R9ALL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 BCSU Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	294.11
7800303	E0R9BLL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 HD RSU Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	29.41
7800304	E0QRCLL	IBM QRadar Core Appliance xx29 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	8,117.51
7800304	E0R9ALL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 BCSU Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	294.11
7800304	E0R9BLL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 HD RSU Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	29.41

		Table 5 – S&S On Previously Acquired IPAA Appliances				
Serial Number	S&S Part Number	Product Description	Quantity	S&S Start Date	S&S End Date	S&S Unit Reference Price
7800306	E0QRCLL	IBM QRadar Core Appliance xx29 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	8,117.51
7800306	E0R9ALL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 BCSU Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	294.11
7800306	E0R9BLL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 HD RSU Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	29.41
7800307	E0QRCLL	IBM QRadar Core Appliance xx29 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	8,117.51
7800307	E0R9ALL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 BCSU Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	294.11
7800307	E0R9BLL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 HD RSU Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	29.41
7800308	E0QRCLL	IBM QRadar Core Appliance xx29 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	8,117.51
7800308	E0R9ALL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 BCSU Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	294.11
7800308	E0R9BLL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 HD RSU Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	29.41
7800310	E0QRCLL	IBM QRadar Core Appliance xx29 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	8,117.51
7800310	E0R9ALL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 BCSU Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	294.11
7800310	E0R9BLL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 HD RSU Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	29.41
7800311	E0QRCLL	IBM QRadar Core Appliance xx29 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	8,117.51
7800311	E0R9ALL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 BCSU Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	294.11
7800311	E0R9BLL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 HD RSU Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	29.41
7800313	E0QRCLL	IBM QRadar Core Appliance xx29 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	8,117.51
7800313	E0R9ALL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 BCSU Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	294.11
7800313	E0R9BLL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 HD RSU Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	29.41
7800315	E0QRCLL	IBM QRadar Core Appliance xx29 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	8,117.51
7800315	E0R9ALL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 BCSU Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	294.11
7800315	E0R9BLL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 HD RSU Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	29.41
7800316	E0QRCLL	IBM QRadar Core Appliance xx29 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	8,117.51
7800316	E0R9ALL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 BCSU Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	294.11

		Table 5 – S&S On Previously Acquired IPAA Appliances				
Serial Number	**S&S Part Number**	**Product Description**	**Quantity**	**S&S Start Date**	**S&S End Date**	**S&S Unit Reference Price**
7800316	E0R9BLL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 HD RSU Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	29.41
7800318	E0QRCLL	IBM QRadar Core Appliance xx29 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	8,117.51
7800318	E0R9ALL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 BCSU Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	294.11
7800318	E0R9BLL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 HD RSU Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	29.41
7800319	E0QRCLL	IBM QRadar Core Appliance xx29 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	8,117.51
7800319	E0R9ALL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 BCSU Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	294.11
7800319	E0R9BLL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 HD RSU Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	29.41
7800320	E0QRCLL	IBM QRadar Core Appliance xx29 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	8,117.51
7800320	E0R9ALL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 BCSU Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	294.11
7800320	E0R9BLL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 HD RSU Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	29.41
7800321	E0QRCLL	IBM QRadar Core Appliance xx29 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	8,117.51
7800321	E0R9ALL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 BCSU Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	294.11
7800321	E0R9BLL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 HD RSU Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	29.41
7800324	E0QRCLL	IBM QRadar Core Appliance xx29 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	8,117.51
7800324	E0R9ALL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 BCSU Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	294.11
7800324	E0R9BLL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 HD RSU Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	29.41
7800325	E0QRCLL	IBM QRadar Core Appliance xx29 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	8,117.51
7800325	E0R9ALL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 BCSU Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	294.11
7800325	E0R9BLL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 HD RSU Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	29.41
7800327	E0QRCLL	IBM QRadar Core Appliance xx29 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	8,117.51
7800327	E0R9ALL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 BCSU Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	294.11
7800327	E0R9BLL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 HD RSU Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	29.41
7800328	E0QRCLL	IBM QRadar Core Appliance xx29 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	8,117.51

Table 5 – S&S On Previously Acquired IPAA Appliances						
Serial Number	S&S Part Number	Product Description	Quantity	S&S Start Date	S&S End Date	S&S Unit Reference Price
7800328	E0R9ALL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 BCSU Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	294.11
7800328	E0R9BLL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 HD RSU Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	29.41
7800329	E0QRCLL	IBM QRadar Core Appliance xx29 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	8,117.51
7800329	E0R9ALL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 BCSU Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	294.11
7800329	E0R9BLL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 HD RSU Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	29.41
7800330	E0QRCLL	IBM QRadar Core Appliance xx29 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	8,117.51
7800330	E0QRLLL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	2,312.00
7800330	E0R9ALL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 BCSU Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	294.11
7800330	E0R9BLL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 HD RSU Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	29.41
7800351	E0QRCLL	IBM QRadar Core Appliance xx29 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	8,117.51
7800351	E0QRLLL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	09/30/25	2,312.00
7800351	E0R9ALL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 BCSU Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	09/30/25	294.11
7800351	E0R9BLL	IBM QRadar Event/QFlow Collector Appliance 1501/1201 G4 HD RSU Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	09/30/25	29.41
7803499	E0QRVLL	IBM QRadar Network Insights Appliance 1940 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	12/31/26	12,232.28
7803499	E0R82LL	IBM QRadar Network Insights Appliance 1940 BCSU Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	12/31/26	1,560.00
7803499	E0R83LL	IBM QRadar Network Insights Appliance 1940 HD RSU Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	12/31/26	29.41
7803505	E0QRVLL	IBM QRadar Network Insights Appliance 1940 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	12/31/26	11,730.00
7803505	E0R82LL	IBM QRadar Network Insights Appliance 1940 BCSU Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	12/31/26	1,560.00
7803505	E0R83LL	IBM QRadar Network Insights Appliance 1940 HD RSU Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	12/31/26	29.41
7803506	E0QRVLL	IBM QRadar Network Insights Appliance 1940 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/01/25	12/31/26	11,730.00
7803506	E0R82LL	IBM QRadar Network Insights Appliance 1940 BCSU Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/01/25	12/31/26	1,560.00
7803506	E0R83LL	IBM QRadar Network Insights Appliance 1940 HD RSU Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/01/25	12/31/26	29.41
7801570	E0DHXZX	IBM QRadar Core Appliance XX29 G3 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	05/22/25	12/31/27	14,039.68
7801570	E0DI1ZX	IBM QRadar Core Appliance XX29 G3 Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	05/22/25	12/31/27	501.50
7801570	E0DI3ZX	IBM QRadar Core Appliance XX29 G3 Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	05/22/25	12/31/27	59.50
7801581	E0DHXZX	IBM QRadar Core Appliance XX29 G3 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	05/22/25	12/31/27	14,039.68

		Table 5 – S&S On Previously Acquired IPAA Appliances				
Serial Number	**S&S Part Number**	**Product Description**	**Quantity**	**S&S Start Date**	**S&S End Date**	**S&S Unit Reference Price**
7801581	E0DI1ZX	IBM QRadar Core Appliance XX29 G3 Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	05/22/25	12/31/27	501.50
7801581	E0DI3ZX	IBM QRadar Core Appliance XX29 G3 Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	05/22/25	12/31/27	59.50
7801585	E0DHXZX	IBM QRadar Core Appliance XX29 G3 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	05/22/25	12/31/27	14,039.68
7801585	E0DI1ZX	IBM QRadar Core Appliance XX29 G3 Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	05/22/25	12/31/27	501.50
7801585	E0DI3ZX	IBM QRadar Core Appliance XX29 G3 Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	05/22/25	12/31/27	59.50
7801589	E0DHXZX	IBM QRadar Core Appliance XX29 G3 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	05/22/25	12/31/27	14,039.68
7801589	E0DI1ZX	IBM QRadar Core Appliance XX29 G3 Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	05/22/25	12/31/27	501.50
7801589	E0DI3ZX	IBM QRadar Core Appliance XX29 G3 Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	05/22/25	12/31/27	86.97
7801594	E0DHXZX	IBM QRadar Core Appliance XX29 G3 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	05/22/25	12/31/27	14,039.68
7801594	E0DI1ZX	IBM QRadar Core Appliance XX29 G3 Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	05/22/25	12/31/27	501.50
7801594	E0DI3ZX	IBM QRadar Core Appliance XX29 G3 Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	05/22/25	12/31/27	59.50

Table 6 – IPAA Subscription License Programs				
Subscription License Part Number	Product Description	Quantity	Subscription Term Start Date	Subscription Term End Date
D267PLL	IBM Cloud Pak for Business Automation Virtual Processor Core Subscription License	40	12/31/2025	12/30/2027

Table 7 – IPAA Subscription License Upgrade Programs				
Subscription License Part Number	Product Description	Quantity	Subscription Upgrade Term Start Date	Subscription Upgrade Term End Date
D26D0LL	IBM Cloud Pak for Business Automation Virtual Processor Core Subscription License	404	12/31/2024	12/30/2027
D268ALL	IBM Cloud Pak for Integration Virtual Processor Core Subscription License Upgrade	284	12/31/2024	12/30/2027

Table 8 – Qualifying Program Entitlements		
S&S Part Number	Product Description	Quantity
E052QLL	IBM Enterprise Records Add-On Authorized User Value Unit Annual SW Subscription & Support Renewal	3,815
E0PSFLL	IBM BUSINESS AUTOMATION WORKFLOW ENTERPRISE CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	277
E0545LL	IBM FileNet Image Manager Active Edition Add-On Authorized User Value Unit Annual SW Subscription & Support Renewal	600
E0501LL	IBM FileNet Content Manager Authorized User Value Unit Annual SW Subscription & Support Renewal	4,347
E05NZLL	IBM Content Collector for File Systems Authorized User Value Unit Annual SW Subscription & Support Renewal	4,616
E097JLL	IBM Content Collector for SAP Applications Authorized User Value Unit Annual SW Subscription & Support Renewal	600
E0AT7LL	IBM Production Imaging Edition Add-On for IBM Case Foundation Authorized User Value Unit Annual SW Subscription & Support Renewal	127
E0ATGLL	IBM Production Imaging Edition Add-On for FileNet Content Manager Authorized User Value Unit Annual SW Subscription & Support Renewal	2,980
E0EHILL	IBM Datacap Enterprise Edition Add-On Authorized User Value Unit Annual SW Subscription & Support Renewal 12 Months	262
E0IEZLL	IBM FileNet Content Manager Eligible Participant Resource Value Unit Annual SW Subscription & Support Renewal	103,175
E02AULL	IBM App Connect Enterprise Processor Value Unit (PVU) Annual SW Subscription & Support Renewal 12 Months	4,340
E0KHQLL	IBM DataPower Gateway Virtual Edition for Non Production Environment Processor Value Unit Annual Software Subscription & Support Renewal	3,080
E0KHULL	IBM DataPower Gateway Virtual Edition Processor Value Unit Annual Software Subscription & Support Renewal	4,200
E0MIHLL	IBM API Connect Enterprise Processor Value Unit (PVU) Annual SW Subscription & Support Renewal 12 Months	1,120

		Table 9 – IBM Program Licenses to be Traded Up	
License Part Number	**S&S Part Number**	**Product Description**	**Quantity**
D0P42LL	E0DLDLL	IBM InfoSphere Information Server Enterprise Edition for Non-Production Environments Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	1,400
D0P1DLL	E0DKILL	IBM InfoSphere Information Server Enterprise Edition Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	840
D55WJLL	E025SLL	IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	65,260
D55W8LL	E025QLL	IBM WebSphere Application Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	13,560
D299MLL	E0R7ULL	IBM WebSphere Hybrid Edition Virtual Processor Core Annual SW Subscription & Support Renewal	237
	E0JI1LL	IBM Security QRadar Data Node Failover Install Annual SW Subscription & Support Renewal	8
	E0G1ELL	IBM Security QRadar SIEM Console 31XX Install Annual SW Subscription & Support Renewal	1
	E0G1FLL	IBM Security QRadar SIEM Console 31XX Failover Install Annual SW Subscription & Support Renewal	1
	E0G1GLL	IBM Security Qradar SIEM Event Processor 16XX Install Annual SW Subscription & Support Renewal	2
	E0G1HLL	IBM Security Qradar SIEM Event Processor 16XX Failover Install Annual SW Subscription & Support Renewal	2
	E0G1ILL	IBM Security Qradar SIEM Flow Processor 17XX Install Annual SW Subscription & Support Renewal	2
	E0G1JLL	IBM Security Qradar SIEM Flow Processor 17XX Failover Install Annual SW Subscription & Support Renewal	2
	E0G20LL	IBM Security QRadar SIEM All-in-One Software 31XX Install Annual SW Subscription & Support Renewal	2
	E0G22LL	IBM Security QRadar SIEM Console Software 31XX Install Annual SW Subscription & Support Renewal	2
	E0G25LL	IBM Security QRadar SIEM Event Processor Software 16XX Failover Install Annual SW Subscription & Support Renewal	1
	E0F4QLL	IBM Security QRadar SIEM Event Capacity Pack Increase of 2.5K EPS Install Annual SW Subscription & Support Renewal	15
	E0F4RLL	IBM Security QRadar SIEM Flow Capacity Pack Increase of 100K FPM Install Annual SW Subscription & Support Renewal	7
	E0NCHLL	IBM QRadar High Availability Software Install Annual SW Subscription & Support Renewal 12 Months	20
	E0NBGLL	IBM QRadar Event Capacity 1K Events Per Second Annual SW Subscription & Support Renewal 12 Months	2
	E0NBILL	IBM QRadar Event Capacity 2.5K Events Per Second Annual SW Subscription & Support Renewal 12 Months	8
	E0NBILL	IBM QRadar Event Capacity 2.5K Events Per Second Annual SW Subscription & Support Renewal 12 Months	19
	E0NBILL	IBM QRadar Event Capacity 2.5K Events Per Second Annual SW Subscription & Support Renewal 12 Months	1
	E0PLNLL	Security QRadar Event Capacity for Non-Production 2.5K Events Per Second	1
	E0NC3LL	IBM QRadar Flows Capacity 100K Flows Per Minute Annual SW Subscription & Support Renewal 12 Months	1
	E0NC3LL	IBM QRadar Flows Capacity 100K Flows Per Minute Annual SW Subscription & Support Renewal 12 Months	4
	E0P0DLL	IBM QRadar Data Store Connection Annual SW Subscription & Support Renewal 12 Months	10
	E0G24LL	IBM Security QRadar SIEM Event Processor Software 16XX Install Annual SW Subscription & Support Renewal	1

Amendment No. 6 to the June 2019 Ordering Document
to the Software and Services Special Option
IBM

Attachment 1
Supplement for Purchase of IBM Appliances and Appliance Services

This Supplement is between the Client (also called "Customer", "you" and "your") and the IBM legal entity referenced below ("IBM").

Name and Address of Client:	State of Michigan, Dept of IT Agency Services Cass Bldg 2nd floor-South 320 S. Walnut, Lansing, MI 48933-2014
*Ship to Address:	320 S. Walnut LANSING MI 48933-2014
*Installation Address:	320 S. Walnut LANSING MI 48933-2014
IBM Customer No:	5807125
IBM Agreement ("Agreement") / Site No:	9422/7020883
Clients originating Site:	7020833
**Customer Requested Arrival Date (CRAD):	December 19, 2024

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

Part No. License / S&S	Qty	Description	WARR Period for Mach Compo	Type of Svc During WARR	*** Client set up (Y/N)	Svc Lvl During WARR	WARR Svc Lvl UPGR	Prod Status Code	Type of Maint Svcs After WARR	Maint Svc Lvl After WARR	Maint Svc Lvl UPGR	Cov-erage Period
D0DI2ZX	38	IBM QRadar Core Appliance XX29 G3 Appliance Install Initial Appliance Hard Drive Retention Service Upgrade 12 Months										12/31/24 to 12/31/27
D0DIOZX	38	IBM QRadar Core Appliance XX29 G3 Appliance Install Initial Appliance Business Critical Service Upgrade 12 Months										12/31/24 to 12/31/27
DODHYZX	38	IBM QRadar Core Appliance XX29 G3 Appliance Install Appliance + Subscription and Support 12 Months	1 Year	5	Y	1	3	1				12/31/24 to 12/31/27
D0DGCZX	12	IBM QRadar Core Appliance XX48 G3 Appliance Install Initial Appliance Hard Drive Retention Service Upgrade										12/31/24 to 12/31/27
D0DG0ZX	12	IBM QRadar Core Appliance XX48 G3 Appliance Install Initial Appliance Business Critical Service Upgrade 12 Months										12/31/24 to 12/31/27

Part No. License / S&S	Qty	Description	WARR Period for Mach Compo	Type of Svc During WARR	*** Client set up (Y/N)	Svc Lvl During WARR	WARR Svc Lvl UPGR	Prod Status Code	Type of Maint Svcs After WARR	Maint Svc Lvl After WARR	Maint Svc Lvl UPGR	Coverage Period
D0DFYZX	12	IBM QRadar Core Appliance XX48 G3 Appliance Install Appliance + Subscription and Support 12 Months	1 Year	5	Y	1	3	1				12/31/24 to 12/31/27
D0DJ2ZX	6	IBM QRadar Event QFlow Collector Appliance 1501 1201 G5 Appliance Install Initial Appliance Hard Drive Retention Service Upgrade 12 Mon										12/31/24 to 12/31/27
D0DJ0ZX	6	IBM QRadar Event QFlow Collector Appliance 1501 1201 G5 Appliance Install Initial Appliance Business Critical Service Upgrade 12 Mon										12/31/24 to 12/31/27
D0DIYZX	6	IBM QRadar Event QFlow Collector Appliance 1501 1201 G5 Appliance Install Appliance + Subscription and Support 12 Months	1 Year	5	Y	1	3	1				12/31/24 to 12/31/27
D0DJ9ZX	3	IBM QRadar Network Insights Appliance 1920 G3 Appliance Install Initial Appliance Hard Drive Retention Service Upgrade 12 Months										12/31/24 to 12/31/27
D0DJ7ZX	3	IBM QRadar Network Insights Appliance 1920 G3 Appliance Install Initial Appliance Business Critical Service Upgrade										12/31/24 to 12/31/27
D0DJ5ZX	3	IBM QRadar Network Insights Appliance 1920 G3 Appliance Install Appliance + Subscription and Support 12 Months	1 Year	5	Y	1	3	1				12/31/24 to 12/31/27
D0DI9ZX	3	IBM QRadar Network Insights Appliance 1940 G2 Appliance Install Initial Appliance Hard Drive Retention										12/31/24 to 12/31/27
D0DI7ZX	3	IBM QRadar Network Insights Appliance 1940 G2 Appliance Install Initial Appliance Business Critical Service Upgrade 12 Months										12/31/24 to 12/31/27

Part No. License / S&S	Qty	Description	WARR Period for Mach Compo	Type of Svc During WARR	*** Client set up (Y/N)	Svc Lvl During WARR	WARR Svc Lvl UPGR	Prod Status Code	Type of Maint Svcs After WARR	Maint Svc Lvl After WARR	Maint Svc Lvl UPGR	Cov- erage Period
D0DI5ZX	3	IBM QRadar Network Insights Appliance 1940 G2 Appliance Install Appliance + Subscription and Support 12 Months	1 Year	5	Y	1	3	1				12/31/24 to 12/31/27

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

"*** The warranty period for an IBM Machine Component is a fixed period commencing on its Date of Installation (also called "Warranty Start Date"). Date of Installation for a Client set-up Machine Component, is the date on the Client's purchase invoice or sales receipt for the Appliance. If "N" is indicated above, Warranty Start Date is the date IBM installs the Appliance."

Appliance Maintenance, Warranty and Warranty Service Upgrade table

Production Status Codes 1. New System 2. Used System 3. Unknown Status 5. Proof of Concept ("POC") System	Types of Service (during warranty), if available 1. Customer Replaceable Unit (CRU) Service 5. CRU and On-site Service	Service Levels, if available 1. Next Business Day (NBD), 9X5 2. Same Business Day (SBD), 9X5 3. Same Day (SD), 24X7 4. 24X7 NBD (delivery)	Types of Maintenance Service (after warranty), if available A. On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 9am to 5pm, next business. D. On-Site Repair/Exchange Services, 7 days a week, 24 hrs/day, *4-hour response objective.

Consult the IBM Appliance Support Handbook ("Handbook") for further details on Production Status Codes and service instructions. The Handbook can be found at: http://www.ibm.com/software/appliance/support.

Appliance Component and Service Terms

1.   Appliances

An Appliance is an Eligible Product ("EP"), which is any combination of Program Components, Machine Components (MCs) and any applicable Machine Code Components offered together as a single offering and designed for a particular function. Unless otherwise provided, terms of this Agreement that apply to a Program apply to the Program Component of an Appliance. Client shall not use the Program component independently of the Appliance of which it is a part. Client may not transfer its license to use the Program Component(s) to another Enterprise.

Each IBM Appliance is manufactured from parts that may be new or used. In some cases, an IBM Appliance may not be new and may have been previously installed.

2.   Machine Code Component

A Machine Code Component is computer instructions, fixes, replacements and related materials, such as data and passwords relied on, provided, used with or generated by MC, that permit the operation of the machine's processors, storage or other functionality as stated in its Specifications.

Client acceptance of this Agreement includes acceptance of IBM's Machine Code license agreements provided with the Machine Code Component. A Machine Code Component is licensed only for use to enable a Machine Component to function under its Specifications and only for the capacity and capability for which Client has acquired IBM's written authorization. The Machine Code Component is copyrighted and licensed (not sold).

3.   Risk of Loss

For each Appliance, IBM bears the risk of loss or damage up to the time it is delivered to the IBM-designated carrier for shipment to Client or Client's designated location. Thereafter, Client assumes the risk. Each

Appliance will be covered by insurance, arranged and paid for by IBM for Client, covering the period until it is delivered to Client or Client's designated location. For any loss or damage, Client must i) report the loss or damage in writing to IBM within 10 business days of delivery and ii) follow the claim procedure.

When Client acquires an Appliance directly from IBM, IBM transfers title to a MC to Client or, if applicable, Client's lessor, upon payment of all the amounts due except in the United States where title transfers upon shipment. For an upgrade acquired for an Appliance, IBM reserves transfer of title of the MC until IBM receives payment of all the amounts due and receives all removed parts, which then become IBM's property.

4.   Machine Component

If Client elects to install the Appliance itself or have a third party install the IBM Appliance, IBM may inspect the Appliance at Client's expense before providing warranty service. If the Appliance is not in an acceptable condition for warranty service, as solely determined by IBM, Client may request that IBM restore it to an acceptable condition for warranty service or Client may withdraw its request for warranty service. IBM will determine if restoration is possible. Restoration is provided as a billable service.

Parts removed or exchanged for upgrade, warranty service, or maintenance are IBM property and must be returned to IBM promptly. A replacement assumes the warranty or maintenance status of the replaced part. An Appliance may include parts that are not new and in some instances, Appliances may have been previously installed. A replacement of a part or Machine Component provided as part of the Services may not be new but will be in good working order and at least functionally equivalent to the item replaced. Regardless, IBM's warranty terms apply. Client will promptly install or allow IBM to install mandatory engineering changes. Client may only acquire Appliances for use within Client's Enterprise in the country where acquired and not for resale, lease, or transfer.

5.   Machine Component Support Covered by Appliance Support

Machine Component Support covered by Appliance Support comprises Warranty Service during the warranty period and, at Client's option, Maintenance Services after the warranty period (collectively, the "Services").

6.   IBM Appliance Services

IBM provides IBM Appliance Services for Appliances consisting of Machine maintenance and IBM Software and Support as a single offering.

The initial Service Period for an IBM Appliance Service is the warranty period specified in this Supplement. Thereafter, renewal terms apply. All renewals will be fulfilled with post-warranty Appliance Services offered at the same level of service, if available, that Client was entitled to during the warranty period.

IBM may engage subcontractors to provide or assist in providing Services on Machine Components, in which case IBM remains responsible for the fulfillment of its obligations under its Agreement and for the performance of the Services

For Appliance configurations that require multiple Appliances operating with a single appliance console, Client must acquire and maintain the same Appliance Services for all such Appliances.

Tools or facilities to which IBM provides access can be used only by Client's authorized users in support of Appliances under IBM's Services and in accordance with any license or other applicable terms.

Services cover undamaged and properly maintained Machine Components used as authorized by IBM with unaltered identification labels. Services do not cover alterations, accessories, supply items, consumables (such as batteries and printer cartridges), structural parts (such as frames and covers), or failures caused by a product for which IBM is not responsible.

Services cover undamaged and properly maintained Machine Components used as authorized by IBM with unaltered identification labels. Services do not cover alterations, accessories, supply items, consumables (such as batteries and printer cartridges), structural parts (such as frames and covers), or failures caused by a product for which IBM is not responsible.

Client cannot terminate or transfer the Appliance Services to another Machine Component.

7.   Returns

When Client returns a Machine Component to IBM, Client will remove all features not under IBM's Services, securely erase all data or anonymize all data, and ensure that it is free of any legal restrictions that would prevent its return.

Order Adjustment

If at the time IBM receives the Customers order and the Appliance(s) referenced in this Supplement are not available within the acceptable CRAD, IBM reserves the right to replace the ordered Appliance with an Appliance of like kind quality, compatibility, and that performs to the factory specifications of the originally ordered Appliance. IBM will notify the customer and will immediately provide the Customer with an updated Supplement, and Quote (if

applicable). Order Adjustments are at the sole discretion of IBM and replacement Appliance and Appliance Services (if purchased) will be provided at the prices listed on the original Appliance quote.

This Supplement, and the Agreement referenced above 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 Client and IBM regarding Client's purchase of IBM Appliances and Appliance Services. Neither party is relying on any representation that is not specified in this Supplement. Terms outlined in additional or different terms in a written communication from the Client (such as a purchase order) are void.

Each party accepts, on behalf of its Enterprise, the terms of this Supplement by signing this Supplement (or any other 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 Products and Services ordered under this Supplement are subject to it.
If there is a conflict among the terms of this Supplement, and the Agreement, then a Supplement prevails over the Agreement.

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **39**
to
Contract Number **MA071B1300071C**

	CONTRACTOR			STATE	
	IBM CORPORATION		Program Manager	Various	DTMB
	New Orchard Drive				
	Armonk NY 10504-1722				
	Gregory Bruggen		Contract Administrator	Shannon Romein	DTMB
	913-424-2901			(517) 898-8102	
	gjbruggen@us.ibm.com			romeins@michigan.gov	
	CV0001848				

CONTRACT SUMMARY			
IBM Software, Maintenance and Support			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
October 1, 2010	November 30, 2017	5 - 12 Months	December 31, 2024
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
N/A		N/A	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other			☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		
CURRENT VALUE	**VALUE OF CHANGE NOTICE**		**ESTIMATED AGGREGATE CONTRACT VALUE**	
$154,970,889.20	$0.00		$154,970,889.20	

DESCRIPTION
Effective 11/14/2024, this Contract is amended to modify Change Notice 38. Regarding Change Notice 38 the Period of Coverage end date of the Statement of Work for Treasury Datacap Health Check services is modified from 10/11/2024 to 3/31/2025. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement and DTMB Procurement approval.

Program Managers

for

Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Reid Sisson	517-241-1638	SissonR@Michigan.gov
DTMB	Stephanie Jeppesen	517-335-6899	JeppesenS@michigan.gov
DTMB	Brenda Waier	517-241-0344	WaierB@michigan.gov
DTMB	Lucy Pline		plinel@michigan.gov

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **38**
to
Contract Number **MA071B1300071C**

	CONTRACTOR		STATE			
	IBM CORPORATION			Program Manager	Various	DTMB
	New Orchard Drive					
	Armonk NY 10504-1722					
	Gregory Bruggen			Contract Administrator	Shannon Romein	DTMB
	913-424-2901				(517) 898-8102	
	gjbruggen@us.ibm.com				romeins@michigan.gov	
	CV0001848					

CONTRACT SUMMARY			
Maintenance and Support			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
October 1, 2010	November 30, 2017	5 - 12 Months	December 31, 2024
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
N/A		N/A	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other			☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		
CURRENT VALUE		**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**	
$154,863,164.19		$107,725.01	$154,970,889.20	

DESCRIPTION
Effective 9/12/2024, this Contract is hereby increase by $107,725.00 and incorporates the attached amendment to provide Treasury Datacap Health Check services in their Production and QA environments. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement and DTMB Procurement approval.

Program Managers

for

Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Reid Sisson	517-241-1638	SissonR@Michigan.gov
DTMB	Stephanie Jeppesen	517-335-6899	JeppesenS@michigan.gov
DTMB	Brenda Waier	517-241-0344	WaierB@michigan.gov
DTMB	Lucy Pline		plinel@michigan.gov

STATEMENT OF WORK -
IT CHANGE NOTICE

Project Title:	Period of Coverage:
Datacap Health Check	9/12/2024- 10/11/2024
Requesting Department:	**Date**:
Treasury	9/12/2024
Agency Project Manager:	**Phone**:
David Bates	517-582-4605
DTMB Project Manager:	**Phone**:
Lucy Pline	517-896-5103

Brief description of services to be provided:

SCOPE OF WORK:

IBM Expert Labs will provide the State of Michigan assistance with Datacap Health Check services in their Production and QA environments.

Activities
The following services are to be provided as part of this proposal.

Activity 1 - Project Coordinator

This activity will include the following tasks:

Planning

    a. Coordinate IBM resources with the proposed project schedule

Project Tracking and Reporting

    a. Report time and any expenses spent on the project to your Project Manager.

    b. Administer the Project Change Control Procedure with your Project Manager.

    c. Assist your Project Manager with any billing issues

Completion Criteria:

This is an ongoing activity which will be considered complete at the end of the Services.

Deliverable Materials

●   Labor Summary

Activity 2 - Resource Onboarding and Access

In this activity, IBM will work with Customer to assist with the Onboarding requirements, which consists of the following tasks:

a.   Identify repository access requirements for each project team member.

b.   Obtain and validate access to Customer repository and system (s)

c.   Execute Customer training requirements to enable IBM access.

Completion Criteria:
This is an ongoing activity which will be considered complete at the end of the Services.
Deliverable Materials:
- Onboarding Matrix

Activity 3 - Datacap Health Check Services

In this activity, IBM will perform a holistic review of your Datacap Production and QA environments which includes the following tasks:

a.   Verification that the IBM Lab Services data collection monitoring tools are in place. Provide guidance pertaining to configuration of the tools, if needed. Review location for uploading collected data.

b.   Review active Support Cases (formerly known as PMRs) history.

c.   After monitoring is enabled, review initial data collection sample to ensure the correct data is being collected and is in expected format for analysis.

d.   After a minimum of two weeks of concurrent data collection (Dashboard, statistical data and logs), IBM will review and analyze the data collected.

e.   Assess the current active nodes on the Production and QA environment. That includes:

1)   The set of components is as described from the Datacap questionnaire and listed below. This list will be reviewed for completeness upon starting the project:

Environment	Component	Server
QA	Web1	HCV271D9QWTAA01.ngds.state.mi.us
QA	Web2	HCV271D9QWTAA02.ngds.state.mi.us
QA	TM1	HCV271D9QTTAA01.ngds.state.mi.us
QA	TM2	HCV271D9QTTAA02.ngds.state.mi.us
QA	RR1	HCV271D9QRTAA01.ngds.state.mi.us
Prod\QA	Fileshare	HCV271D9FSPAA01.ngds.state.mi.us
Prod	TM1	HCV271D9TTPAA01.ngds.state.mi.us
Prod	TM2	HCV271D9TTPAA02.ngds.state.mi.us
Prod	Web1	HCV271D9DWPAA01.ngds.state.mi.us
Prod	Web2	HCV271D9DWPAA02.ngds.state.mi.us
Prod	RR1	HCV271D9RRPAA01.ngds.state.mi.us

Prod	RR2	HCV271D9RRPAA02.ngds.state.mi.us
Prod	RR3	HCV271D9RRPAA03.ngds.state.mi.us
Prod	RR4	HCV271D9RRPAA04.ngds.state.mi.us

2) Architecture (High level review of current configuration)

3) System resources

4) Database(s)

5) Dashboard data

6) Performance metrics

f.   Evaluate the findings.

g.   Develop recommendations based on IBM best practices.

h.   Create the Summary Report for First Phase, prior to any additional new load or Rulerunner capacity.

i.   Repeat the perform assessment to assess the impact of anticipated new load and additional new Rulerunners

j.   Update the Summary Report.

Deliverable Materials:

- Summary Report

Activity 4 - Datacap Application Assessment

IBM will perform Services which includes the following tasks for Client's Production Datacap application system, which includes two (2) applications (e.g. SOMGARNS and UNIIIT)

(1) Review the current IBM Datacap solutions & client experience including:

(a) Review input formats & protocols

(b) Review a sampling of the documents being processed

(c) Review current recognition requirements and results

(d) Review Export, integration & lookup requirements

(e) Review non-standard rules or programming requirements

(f)   Review the architecture, and scaling opportunities

(g) Discuss Best Practices

(h) Review the RuleRunner configurations

(2) Synthesize the reviewed information

(3) Develop the Datacap Recommendations Document

(4) Review the recommendations with the Client team.

Deliverable Materials:

● Datacap Recommendations Document

Key Assumptions

This estimate is based on the following high-level assumptions. If, during our complete requirements discussions, we find the assumptions have changed, that change will impact the estimate provided in this email.

a. These estimates are provided for planning and discussion purposes only. This is not a quotation and purchase orders will not be accepted based on this document.

b. The estimate of effort/price required for this project may vary based on further requirements discussions between Client and IBM Expert Labs.

c. This engagement is contained to the Datacap Production and QA systems.

d. Services will be performed remote.

e. Project Management is out of scope.

f. The above services do not include repairs, corrections, or troubleshooting of performance degradation, data corruption, errors or faults that are discovered during the process due to hardware failures non-qualified hardware, or non-qualified operating systems. Any IBM involvement in these activities will be charged on a Time-and-Materials (T&M) basis and documented in a PCR. Any changes or enhancements to IBM software products as a result of IBM software support cases identified throughout the engagement are not activities billable to the Client and are not in scope of this SOW.

g. The results of this service may indicate that problems exist on the network. The network observation, which may take place during the engagement, is investigative only and focuses on Datacap TCP behavior. Network interactions with other third party or in-house applications and other network observation or corrective action are not included.

h. The onboarded IBM resource will execute performance scripts and the Client will be responsible for uploaded performance data and logs to designated site.

i. It is assumed the IBM consultant will work contiguously until all hours are expended, or the Recommendations have been delivered to the Client.

j. A formal code review is not part of this engagement. However, IBM will take any custom code into consideration for the recommendations.

k. Fixing or changing the current configuration or custom code is not included in this engagement.

l. Additional resources and time for the development of "custom databases or applications" are not included in this Install offering.

m. Estimates of effort/pricing presented herein are limited to the professional services described in this email and do not include any additional services such as:

   a. Hardware, software products or maintenance.

   b. Services to install or upgrade hardware, third-party system software or third-party application software components for Initial Production or development/test environments.

   c. Formal training.

d. Taxes, shipping or any other charges not specifically included.

Timeline

The following graphic depicts the expected timeline for the engagement. The engagement is expected to have an 8 week duration with the sequencing of activities and tasks as shown below:

	ACTIVITY #	ACTIVITY / TASK NAME	RESOURCE	Weeks 1	2	3	4	5	6	7
PROJECT PLAN	1	**Project Management**	Project Coordinator							
	2	**Resource Onboarding**								
		Onboarding	Datacap Consultant	■						
		Onboarding	LS Health Check Architect	■						
	3	**Infrastructure Health Check Review**								
		Review Problem Management Records (PMRs) history & analyze error logs	LS Health Check Architect	■						
		Review a sampling of statistical data	LS Health Check Architect	■						
		Analyze Production server components	LS Health Check Architect		■	■	■	■	■	
		Evaluate the findings	LS Health Check Architect		■	■	■	■	■	
		Create the Summary Report from Initial Assessment	LS Health Check Architect					■	■	
		After Go Live Date, Perform assessment with additional new Rulerunners / load	LS Health Check Architect						■	■
	4	**Datacap Assessment**								
		Datacap Assessment	Datacap Consultant	■	■	■	■	■		

Pricing
The price for the Services is as follows:

Time & Materials:

Project Role	Hourly Rate	Estimated # of Hours	Estimated Total
Project Management	$331.00	23	$7,613.00
Datacap Application Consultant	$331.00	104	$34,424.00
Health Check Architect	$357.00	184	$65,688.00
Totals		**311**	**$107,725.00**

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **37**
to
Contract Number **MA071B1300071C**

<table>
<tr><td rowspan="7">CONTRACTOR</td><td>IBM CORPORATION</td></tr>
<tr><td>New Orchard Drive</td></tr>
<tr><td>Armonk NY 10504-1722</td></tr>
<tr><td>Gregory Bruggen</td></tr>
<tr><td>9134242901</td></tr>
<tr><td>gjbruggen@us.ibm.com</td></tr>
<tr><td>CV0001848</td></tr>
</table>

<table>
<tr><td rowspan="5">STATE</td><td>Program Manager</td><td>Various</td><td>DTMB</td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td rowspan="3">Contract Administrator</td><td>Shannon Romein</td><td>DTMB</td></tr>
<tr><td>(517) 898-8102</td><td></td></tr>
<tr><td>romeins@michigan.gov</td><td></td></tr>
</table>

CONTRACT SUMMARY

Maintenance and Support

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	November 30, 2017	5 - 12 Months	December 31, 2024

PAYMENT TERMS	DELIVERY TIMEFRAME
N/A	N/A

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ Direct Voucher (PRC)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$154,587,764.19	$275,400.00	$154,863,164.19

DESCRIPTION

Effective 7/31/2024, this Contract is hereby increase by $275,400.00 and incorporates the attached amendment No. 5 for Treasury's purchase of 40 Cloud Pak for business Automation Virtual Processor Core Subscription Licenses part Number D267PLL.

All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on 7/30/2024.

Program Managers

for

Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Reid Sisson	517-241-1638	SissonR@Michigan.gov
DTMB	Lucy Pline		plinel@michigan.gov

Amendment No. 5 to the June 2019 Ordering Document

to the Software and Services Special Option

IBM

This Amendment #5 to the June 2019 Ordering Document ("Amendment #4") is effective when signed by all parties and provides special options with respect to the terms of the Software and Services Special Option (the "SSSO"), which is contained within Contract No. 071B1300071 (collectively the "Agreement"), dated as of September 29, 2010, and any changes thereto agreed to in writing prior to the execution of this Ordering Document. Capitalized terms used in this Amendment #5, the definitions which are not found in this Ordering Document, are defined in the Agreement.

1. Contract Term

This Amendment #5 starts on **July 29, 2024** (the "**Amendment #5 Start Date**") and remains in effect up to and including **December 31, 2024** (the "**Amendment #5 End Date**"), unless earlier terminated as provided herein.

2. Eligible Programs

The Programs that qualify for the terms of this Amendment #5 ("Eligible Programs") are the Programs listed on the Product List (Schedule A5) which is attached to and made part of this Amendment #5 (the "Listed Programs")

3. Subscription License Programs

IPAA Subscription License programs "Subscription Programs" are IBM programs that Client has the right to use and receive IBM S&S for a specified committed term (the "Subscription Term") as listed on Schedule A5 Table 1 - New IPAA Subscription License Programs. Subscription Programs cannot be terminated by Client during the Subscription Term. Upon completion of the Subscription Term, Client's right to use Subscription Programs ends.

Client has selected the "automatic" renewal option for the Subscription Programs. IBM will renew the expiring Subscription Programs at then current pricing for a subsequent Subscription Term. Client may change their selected renewal option by giving IBM notice in writing at least 30 days before the end of the Subscription Term.

IBM may withdraw a Subscription Program at any time. For Clients whose Subscription Term extends past the withdrawal date, Client retains the right to use Subscription Programs at the quantity Client licensed before the withdrawal date. IBM will continue to provide support until the end of the Subscription Term or work with the Client to establish an alternative solution.

Client may not use bundled programs or Subscription Programs acquired as part of this Amendment #5 to replace IBM Program S&S.

4. Additional Funds

Section 4. Additional Funds of Ordering Document Amendment #2, is amended to add the following after the first paragraph. All other terms of Section 4 remain unchanged.

Starting on August 1, 2024, as part of this Ordering Document Amendment #5 Client is entitled to obtain up to a cumulative amount of USD $7,350.00 for IBM Program-related Services ("Eligible Services" collectively, "the Eligible Services Credit") performed directly by IBM Software Lab Services, at no additional charge.

5. Charges

Section 7. Charges of Ordering Document Amendment #4 is deleted in its entirety and replaced with the following.

The Ordering Document Amendment #5 Charges includes the Ordering Document Amendment #4 Charges and any additional or modified charges due to program acquisitions purchased under Amendment #5 to the

June 2019 Ordering Document. The Ordering Document Amendment #5 Charges listed in the following table will be invoiced to the State of Michigan and are due on or before the following dates and payable in accordance with the Agreement:

Due Date	Amount Due	Status
December 31, 2021	$1,868,165.97	Existing
June 30, 2022	$4,795,803.21	Existing
December 31, 2022	$8,835,673.56	Existing
October 31, 2023	$1,010,209.22	Existing
December 31, 2023	$8,127,867.48	Existing
August 31, 2024	$275,400.00	New
Total	**$24,913,119.44**	

For clarity, the charges in the table above represent all of the charges for all the products acquired and/or upgraded in Ordering Document Amendment #4 and Amendment #5.

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 Ordering Document Amendment #3 Schedule A and B, Schedule A4 to Amendment #4, and Schedule A5 to Amendment #5.

6. Payment

Section 8. Payment of Ordering Document Amendment #4, is deleted and replaced in its entirety with the following:

Unless otherwise agreed to by the State in writing, the State will issue a written Purchase Order to order any products, services, or deliverables under this Agreement.

Notwithstanding the foregoing sentence, undisputed invoices will be due and payable by the State, in accordance with the State's Prompt Payment Act as specified in 1984 PA 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if products, services, and deliverables purchased under this Agreement are for the State's exclusive use.
.
The State has provided IBM its tax exempt certificate.

The parties agree that this Amendment #5 and the Agreement, 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 #5, the Agreement as expressly modified herein and the Associated Documents. If there is a conflict among terms of this Amendment #5 and those of the Agreement or the Associated Documents, for the purposes of this Amendment #5, those of this Amendment #5 prevail.

This prices and terms of this Amendment #5 will not become effective unless Client returns a signed copy of this Amendment #5 with Client's order before **August 31, 2024, or it is void**.

Schedule A5:

	Table 1 – IPAA Subscription License Programs			
Subscription License Part Number	**Product Description**	**Quantity**	**Subscription Term Start Date**	**Subscription Term End Date**
D267PLL	IBM Cloud Pak for Business Automation Virtual Processor Core Subscription License	40	July 29, 2024	July 28, 2025

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **36**
to
Contract Number **MA071B1300071C**

CONTRACTOR	IBM CORPORATION	**STATE**	Program Manager	Various	DTMB
	New Orchard Drive				
	Armonk NY 10504-1722				
	Gregory Bruggen		Contract Administrator	Shannon Romein	DTMB
	913-424-2901			(517) 898-8102	
	gjbruggen@us.ibm.com			romeins@michigan.gov	
	CV0001848				

CONTRACT SUMMARY			
Maintenance and Support			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
October 1, 2010	November 30, 2017	5 - 12 Months	December 31, 2024
PAYMENT TERMS		**DELIVERY TIMEFRAME**	

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ Direct Voucher (PRC)	☐ Other	☐ Yes	☒ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐	12 Months	☐		
CURRENT VALUE	**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**		
$154,587,764.19	$0.00	$154,587,764.19		

DESCRIPTION
Effective 5/16/2024, this Contract hereby incorporates the attached Statement of Work for one (1) Administration of IBM DataPower Gateway 10 training course virtually to State of Michigan (SoM) staff. No funds are needed per Change Notice 25, Amendment 2, "4. Additional Funds". Total cost of $14,000.00 of the "Additional Funds". Please note, the State's Contract Administrator has been changed to Shannon Romein. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.

Program Managers

for

Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Reid Sisson	517-241-1638	SissonR@Michigan.gov
DTMB	Stephanie Jeppesen	517-335-6899	JeppesenS@michigan.gov
DTMB	Brenda Waier	517-241-0344	WaierB@michigan.gov

STATEMENT OF WORK -
IT CHANGE NOTICE

Project Title: Training Services – Administration of IBM DataPower Gateway 10	Period of Coverage: Estimated to be 6/3/2024-6/5/2024
Requesting Department: DTMB Agency Services for MDHHS Enterprise - Administration and Departmental Solutions (ADS)	Date: 05/13/24
Agency Project Manager: N/A	Phone:
DTMB Project Manager: Christopher Rose, rosec4@michigan.gov	Phone: 517-575-7542

SCOPE OF WORK:

IBM will deliver one (1) Administration of IBM DataPower Gateway 10 training course virtually to State of Michigan (SoM) staff, per Change Notice (routed with SIGMA GR 24*1829) incorporated with the Master Agreement (MA) 071B1300071 utilizing "Additional Funds".

Activity 1 – Administration of IBM DataPower Gateway 10 Training Course

Under this activity IBM will provide remotely delivered education using Microsoft Teams or Webex that can be recorded for up to 12 students. A complete description of the training course is found in **Appendix 1 – Course Description.**

Completion Criteria: This activity will be considered complete when the training has been provided.

Deliverable Materials: The online training may be recorded and stored by the State for future use.

LOCATION:

Work will be performed remotely.

DELIVERABLES:

Deliverables will not be considered complete until the Agency Project Manager has formally accepted them. Deliverables for this project include the following private course:

STATEMENT OF WORK -
IT CHANGE NOTICE

Course : Administration of IBM DataPower Gateway 10 **(Virtual)**

Course Code	WE531
Start Date	Estimated to be June 3, 2024
End Date	Estimated to be June 5, 2024
Duration	Up to 3 days
Hours	9:00am to 5:00pm (approx.) local time, unless otherwise agreed to
Students	up to 12
Language	English
Arrangements	Provided virtually; The sessions shall be recorded, and the recordings provided to the State of Michigan.

Deliverable Materials

IBM will provide the State of Michigan with the deliverable Materials listed in the above Project Scope section, which will be provided as Student Course Materials. Student Course Materials include those Materials, created during the Service performance period or otherwise (such as those that pre-exist the Service), in which IBM or third parties have all right, title and interest (including ownership of copyright).

IBM will deliver one electronic copy (PDF) of the specified Materials to the student attending the class. IBM grants the State of Michigan an irrevocable, nonexclusive, worldwide, paid-up license for the student to use and display the course materials. Student Course Materials may not be further copied or distributed.

Student Course Guide (if available per course)

Purpose: Documentation to guide the student through the course and if included associated course lab exercises.

Content: Key learning points, steps for course lab exercises, if included with the course.

Delivery: IBM will provide an electronic copy (PDF) of this document.

STATEMENT OF WORK -
IT CHANGE NOTICE

ACCEPTANCE CRITERIA:

IBM will have fulfilled its obligations under this Statement of Work when the deliverables have been approved per section 2.253 of the MA # 071B1300071, Approval of Deliverables.

PAYMENT SCHEDULE:

Course Code & Title	Duration (Days)	Number of Students	Charges
WE531 Administration of IBM DataPower Gateway 10	3	12	$14,000.00
Estimated Instructor-led Training Charges:			$14,000.00
Travel and living expenses			N/A
Total Estimated Instructor-led Training Charges:			$14,000.00

The Services will be conducted on a fixed price basis. The fixed price for performing the Services defined in the SOW will be $14,000.00.

The Services defined in this SOW will be paid for by the Eligible Services Credits on account as referenced in the Master Agreement.

EXPENSES:

The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, etc.

PROJECT CONTACTS:

The designated DTMB Project Manager is:

Christopher Rose
DTMB Agency Services for MDHHS, Administration and Departmental Solutions division
235 South Grand Avenue 9th floor SE
Lansing, MI 48933
(517) 575-7542
rosec4@michigan.gov

AGENCY RESPONSIBILITIES:

SoM agrees not to copy IBM copyrighted material without prior written consent.

SoM agrees not to use recording equipment in IBM classes without prior written consent.

STATEMENT OF WORK -
IT CHANGE NOTICE

SoM agrees not to use IBM trademarks, trade names, or other designators in any promotion or publication without prior written consent.

Point of Contact:

The State of Michigan has designated a "Point of Contact" as the above DTMB Project Manager, to whom communications relative to the Services will be addressed and who has the authority to act on the behalf of the State of Michigan in all matters regarding this SOW. Communication and access codes for all trainings will be provided by email to the designated Point of Contact specified below:

The Point of Contact is Responsible for:

a. Serve as the interface between IBM's Point of Contact and the State of Michigan's staff participating in the Services defined in this SOW;

b. Obtain and provide applicable information, data, consents, decisions and approvals as required by IBM and per request to perform the Services, within two business days of IBM's request;

c. Help resolve Services issues and escalate issues within the State of Michigan for resolution;

d. Administer the Project Change Control Procedure with the IBM Point of Contact;

e. Be responsible for the selection and attendance of all students;

f. Be responsible for ensuring that any prerequisite training, as defined by IBM requirements are met; and

g. For all instructor-led online course(s), and upon IBM's request, provide a list of attendees and their email addresses at least seven (7) calendar days prior to the Course Start Date and ensure attendees have tested connectivity.

The State of Michigan Agrees To:

a. Make appropriate personnel available to assist IBM in the performance of IBM's responsibilities;

b. Acknowledge that any responsibilities not specifically stated in this SOW as IBM responsibilities are deemed out of scope;

c. agree that each party is responsible for complying with: i) laws and regulations applicable to its business and Content; and ii) import, export and economic sanction laws and regulations, including defense trade control regime of any

jurisdiction, including the International Traffic in Arms Regulations and those of the United States that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users;

Accommodations for Individuals with Disabilities

If reasonable accommodations are required for an individual with a disability, the State of Michigan will advise IBM of the accommodations in advance.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

STATEMENT OF WORK -
IT CHANGE NOTICE

Appendix I – Course Description

In this course, you learn how to run system administration tasks for the IBM DataPower Gateways. You manage the DataPower Gateway by using various management interfaces, such as the CLI, SOAP, and the WebGUI. You configure DataPower Gateway service resources. You examine the services supported on the DataPower Gateway. You create new user accounts, user groups, and domains in the DataPower Gateway interface. You troubleshoot the DataPower Gateway. You secure connections by using cryptographic tools and SSL. Finally, you capture information from DataPower events with logging.

For information about other related courses, see the IBM Training website:

ibm.com/training

Administration of IBM DataPower Gateway 10

WE531 (Classroom)

Course level

ERC 1.0

Product and version

IBM DataPower Gateway 10

Audience

This course is intended for administrators of the IBM DataPower Gateway product.

Learning objectives

After completing this course, you should be able to:
   Describe the DataPower deployment environments
   Set up the DataPower Gateway
   Manage the DataPower Gateway
   Explain DataPower administration
   Create and manage requests with DataPower Gateway
   Understand DataPower services
   Configure software access
   Troubleshoot and debug services
   Configure the DataPower Gateway security

STATEMENT OF WORK - IT CHANGE NOTICE

Understand logging and log targets

Prerequisites

None

Duration

3 days

Skill level

Intermediate

Course agenda

Course introduction
Duration: 15 minutes

Unit 1. DataPower deployment environments
Duration: 1 hour

Overview	This unit presents the various environments that a DataPower Gateway can be deployed into. A DataPower Gateway can still be deployed as a physical appliance, although there are many options for deployment of a virtual edition of the gateway. The VMware, Citrix, Linux, Docker, and cloud possibilities are listed.
Learning objectives	After completing this unit, you should be able to: Identify the different versions of the Virtual Edition, and how they differ Describe the DataPower deployment options List some of the physical characteristics of the DataPower hardware Describe the Ethernet interface options for the physical and virtual gateway List the supported runtime environments for the Virtual Edition List the basic steps for deploying a virtual gateway in the VMware, Linux, and Docker environments

Unit 2. Setting up the DataPower Gateway
Duration: 1 hour

Overview	This unit introduces you to the initial process of setting up the DataPower appliance. It covers both physical and virtual appliances. You learn how to use the serial interface to connect to the CLI interface to complete the initial box setup. You also learn about some of the other appliance settings.
Learning objectives	After completing this unit, you should be able to: Describe how to start the DataPower Gateway on the various deployment types Identify the Ethernet connections for physical and virtual appliances Use the console connector or console view for initial configuration Deploy a virtual appliance on various hypervisors Describe the minimal steps that are done during the initial configuration Access the Web Management graphical interface Configure the Ethernet interfaces for an appliance Configure RBM, DNS, NTP, and System Settings Configure user interface settings Prepare the appliance auxiliary storage Enable support for other languages for the Web Management graphical interface logs and messages

Unit 3. Managing DataPower Gateway
Duration: 1 hour

Overview	This unit shows you how to download and upgrade firmware for a DataPower appliance.
Learning objectives	After completing this unit, you should be able to: Describe the actions that you can take to manage the DataPower firmware Explain how to download the appropriate firmware for the appliance configuration List the add-on modules for the DataPower Gateway Describe the tenant feature that is available for a physical DataPower Gateway Explain how to use the web management interface to install firmware upgrades

STATEMENT OF WORK -
IT CHANGE NOTICE

Exercise 1. Configure DataPower
Duration: 1 hour

Overview	In this exercise, you configure the environment for DataPower. You log into the Command Line Interface (CLI) enable web management, review the environment, and identify the current firmware level. You also configure role-based management settings and enable the XML Management Interface (XMI).

Learning objectives	After completing this exercise, you should be able to:
	    Enable web management for DataPower
	    Identify the current firmware level on the gateway
	    Enable the XML Management Interface (XMI)
	    Configure role-based management

Unit 4. DataPower administration overview
Duration: 1 hour and 30 minutes

Overview	This unit shows you how to manage the DataPower appliance by using the various management interfaces, such as the CLI, SOAP, and the WebGUI. You learn how to manage resources on the DataPower flash memory. You also learn good practices for securing the DataPower appliance.

Learning objectives	After completing this unit, you should be able to:
	    List the methods that can be used to administer the DataPower appliance
	    Describe how to work with files on the DataPower appliance
	    Determine the status of various aspects of the appliance
	    Explain how to run secure backup and restore
	    Explain how to quiesce traffic to the appliance

STATEMENT OF WORK -
IT CHANGE NOTICE

Unit 5. Using CLI and the XML Management Interface to configure appliance access
Duration: 2 hours

Overview	This unit focuses on the nonbrowser approach to defining appliance and service resources. It begins with the traditional text-based approach, the command-line interface (CLI). It reviews basic syntax and commands, provides examples of resource configuration, and explains several of the ways to control CLI access. The unit then reviews the SOAP configuration management (SOMA) approach, explaining basic syntax and providing examples of XML Management Interface requests and responses. Lastly, the unit explains Appliance Management Protocol (AMP) and its syntax.

Learning objectives	After completing this unit, you should be able to:
	  Compare and contrast the DataPower management approaches: CLI, XML Management Interface, and the WebGui
	  Use the CLI to configure domains, user groups, and users
	  Configure administrative and development access to the appliance and resources
	  Issue CLI commands to define and manage network resources
	  Construct SOAP configuration management (SOMA) requests
	  Use SOMA requests to configure resources and perform management functions
	  Construct Appliance Management Protocol (AMP) requests
	  Use AMP requests to run management functions

Exercise 2. Managing DataPower software with the CLI and XML Management Interfaces
Duration: 1 hour and 30 minutes

Overview	In this exercise, you learn how to manage user resources and domain configuration, run simple network testing, and retrieve appliance status information. You use the CLI, SOMA, and AMP administrative interfaces.

Learning objectives	After completing this exercise, you should be able to:
	  Create DataPower resources by using the CLI
	  Create DataPower resources by using SOMA requests
	  Send appliance management requests by using AMP

STATEMENT OF WORK -
IT CHANGE NOTICE

Unit 6. DataPower services overview
Duration: 45 minutes

Overview	This unit describes the service types that are supported on the DataPower Gateway. You examine, at a high level, what a service is and what it can communicate with. You also review the characteristics of each service type and examine the relationships between the XML-based services.

Learning objectives	After completing this unit, you should be able to:
	     Define what a DataPower service is
	     List the supported services on the DataPower Gateway
	     Describe the similarities and differences in the features that each DataPower service supports

Unit 7. Configuring software access
Duration: 45 minutes

Overview	This unit shows you how to create new user accounts, user groups, and domains. You also learn how to obtain domain configuration from external resources and manage domain resources remotely. The unit describes the Blueprint Console approach to resource definition, and explains how to complete Web Management authentication by using external Directory Services such as LDAP.

Learning objectives	After completing this unit, you should be able to:
	     Use the Web Management Blueprint Console to create user accounts, user groups, and domains
	     Use the role-based management (RBM) policy builder to restrict access to objects within a domain
	     Use the Blueprint Console to configure authentication with the Lightweight Directory Access Protocol (LDAP)

STATEMENT OF WORK -
IT CHANGE NOTICE

Unit 8. Troubleshooting and debugging tools
Duration: 1 hour and 15 minutes

Overview	This unit describes the troubleshooting tools that are available for debugging problems on the DataPower Gateway. Several tools are available for various problems, ranging from low-level networking tools to probes that aid in debugging service policies. The logging utilities are available for capturing information that the DataPower objects generate.

Learning objectives	After completing this unit, you should be able to:
	  Identify the troubleshooting tools that are available on the DataPower appliance
	  Capture information by using system logs for messages that pass through the DataPower Gateway
	  Configure the default system log for debugging
	  Configure a multi-step probe to examine detailed information about actions within rules

Exercise 3. Debugging errors with troubleshooting tools
Duration: 1 hour

Overview	The exercise introduces you to the most commonly used troubleshooting tools that are available on DataPower appliances.

Learning objectives	After completing this exercise, you should be able to:
	  Set up and analyze the default system logs
	  Configure a multi-step probe to conduct message-level process debugging

STATEMENT OF WORK -
IT CHANGE NOTICE

Unit 9. Configure DataPower security
Duration: 1 hour and 30 minutes

Overview	This unit describes how to use the cryptographic tools to create keys and certificates. You learn how to set up the DataPower objects that are used to validate certificates. You also configure certificate monitoring to ensure that only valid certificates exist on the appliance. Finally, you learn how to secure connections by using SSL to and from the DataPower appliance.

Learning objectives	After completing this unit, you should be able to:
	   Explain how to use the DataPower tools to generate cryptographic keys
	   Create a cryptographic identification credential object that contains a matching public and private key
	   Create a cryptographic validation credential to validate certificates
	   Set up certificate monitoring to ensure that certificates are up to date
	   Configure a TLS server profile that accepts an SSL connection request from a client
	   Configure a TLS client profile that initiates an SSL connection from a DataPower service
	   Configure a TLS SNI server profile that supports SNI requests

Exercise 4. Securing connections with SSL
Duration: 1 hour

Overview	This exercise shows you how to create cryptographic keys by using the DataPower crypto tools. You create a crypto identification credential that stores certificate-key pairs that are used in securing SSL connections. You also create a validation credential object for validating certificates. These objects are used as part of a crypto profile. Finally, you modify a crypto profile to use the new key and certificate.

Learning objectives	After completing this exercise, you should be able to:
	   Use the DataPower cryptographic tools to generate cryptographic keys
	   Use a cryptographic key and certificate object to create a cryptographic identification credential
	   Use a validation credential object to validate certificates
	   Create an SSL proxy profile to accept SSL connections from a client

STATEMENT OF WORK -
IT CHANGE NOTICE

Unit 10. Logging and log targets
Duration: 1 hour

Overview	This unit shows you how to capture information that can be generated by DataPower events by using the logging utilities, such as the log target and log action. You learn how to configure a log target to limit the messages to specific severities, categories, and event codes. You also learn how to send log messages to a remote system.

Learning objectives	After completing this unit, you should be able to:
	    Describe the publish/subscribe model of log targets and log events
	    Define log levels, event categories, and event codes
	    Create a log category to capture messages that objects on the appliance generate
	    Generate a test message for the log category

Exercise 5. Logging to an external system
Duration: 1 hour

Overview	This exercise shows you how to capture log messages and move them off the DataPower appliance. The DataPower appliance has limited memory capacity, and the on-box system logs can quickly become full. As a logging good practice, log messages that are generated on the appliance should be moved off the appliance. Most enterprises already have a logging system such as syslog, and the DataPower appliance supports many mechanisms for integrating with these systems.

Learning objectives	After completing this exercise, you should be able to:
	    Use the Generate Log Event action to test the log target configuration
	    Create a log target that subscribes to specific log categories
	    Create a log target that sends log messages to an external logging system

Unit 11. Course summary
Duration: 15 minutes

Overview	This unit summarizes the course and provides information for future study.

Learning objectives	After completing this unit, you should be able to:
	    Explain how the course met its learning objectives
	    Identify IBM credentials that are related to this course
	    Locate resources for further study and skill development

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

<u>CONTRACT CHANGE NOTICE</u>

Change Notice Number **35**

to

Contract Number **071B1300071**

<table>
<tr>
<td rowspan="6">CONTRACTOR</td>
<td>IBM CORPORATION</td>
<td rowspan="3">STATE</td>
<td>Program Manager</td>
<td>Reid Sisson</td>
<td>MULTI</td>
</tr>
<tr>
<td>New Orchard Drive</td>
<td colspan="2">517-241-1638</td>
<td></td>
</tr>
<tr>
<td>Armonk, NY 10504-1722</td>
<td colspan="2">SissonR@Michigan.gov</td>
<td></td>
</tr>
<tr>
<td>Gregory Bruggen</td>
<td rowspan="3">Contract Administrator</td>
<td>Lauren Stempek</td>
<td>DTMB</td>
</tr>
<tr>
<td>913-424-2901</td>
<td colspan="2">(517) 243-4008</td>
</tr>
<tr>
<td>gjbruggen@us.ibm.com</td>
<td colspan="2">stempekl@michigan.gov</td>
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<td>CV0001848</td>
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CONTRACT SUMMARY			
MAINTENANCE AND SUPPORT			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
October 1, 2010	November 30, 2017	5 - 1 Year	December 31, 2024
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card ☐ PRC ☐ Other			☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		December 31, 2024
CURRENT VALUE	**VALUE OF CHANGE NOTICE**		**ESTIMATED AGGREGATE CONTRACT VALUE**	
$154,186,870.19	$400,894.00		$154,587,764.19	

DESCRIPTION
Effective 5/7/2024, this contract hereby incorporates the attached Statement of Work for the use of $400,894.00 to cover the purchase of Qradar Hardware and 12 months of Support due to the current Hardware reaching its end of life and needing to be replaced. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on 5/7/2024.

STATEMENT OF WORK -
IT CHANGE NOTICE

Project Title:	Period of Coverage:
QRadar Event Capacity Hardware Replacement for State of Michigan Test Environment	6/30/2024 – 7/1/2025
Requesting Department: DTMB	Date: 4/18/2024
Agency Project Manager: Stephanie Jeppesen	Phone: (517) 335-6899
DTMB Project Manager: Brenda Waier	Phone: (517) 241-0344

BACKGROUND:

The State of Michigan's current QRadar Hardware has reached its End of Life and needs to be replaced.

SCOPE OF WORK:

IBM will provide Software and Services for the hardware replacement of the IBM Security QRadar Event Capacity 2.5K Events Per Second License, and Software Subscription & Support Reinstatement for 12 months as described in the table below:

Software

IBM Security QRadar Event Capacity 2.5K Events Per Second License + SW Subscription & Support 12 months						
Line Item	Part Number	Quantity	Points	Unit SVP Price	Discounted Unit Price	Total Amount
1	D1RP3LL	1	684.00	$130,900.00	$85,085.00	$85,085.00

Appliance

IBM QRadar Core Appliance XX29 G3 Appliance Install Appliance + Subscription and Support 12 Months						
Line Item	Part Number	Quantity	Points	Unit SVP Price	Discounted Unit Price	Total Amount
2	D0DHYZX	5	2,510.00	$96,050.00	$62,432.50	$312,162.50

STATEMENT OF WORK - IT CHANGE NOTICE

IBM QRadar Core Appliance XX29 G3 Appliance Install Initial Appliance Business Critical Service Upgrade 12 Months						
Line Item	Part Number	Quantity	Points	Unit SVP Price	Discounted Unit Price	Total Amount
3	D0DI0ZX	5	26.20	1,003.00	$651.95	$3,259.75
IBM QRadar Core Appliance XX29 G3 Appliance Install Initial Appliance Hard Drive Retention Service Upgrade 12 Months						
Line Item	Part Number	Quantity	Points	Unit SVP Price	Discounted Unit Price	Total Amount
4	D0DI2ZX	5	3.10	119.00	$77.35	$386.75

Total Amount:

Total	
Total Points	3,223.30
Software	$85,085.00
Appliance	$315,809.00
Total:	$400,894.00

Technical support is required to assist with the following tasks during warranty:

1. Customer Replaceable Unit (CRU) Service
2. CRUS and On-Site Service
3. CRU and Courier or Depot Service
4. CRU and Customer Carry-In or Mail-In Service
5. CRU and Machine Exchange Service

The following types of Maintenace Service will be available after warranty:

1. On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 9am to 5pm, next business
2. On-Site Repair/Exchange Services, 7 days a week, 24 hours a day, 4 hour response objective

STATEMENT OF WORK -
IT CHANGE NOTICE

ACCEPTANCE CRITERIA:

IBM will have fulfilled its obligations under this Statement of Work when the deliverables have been approved per section 2.253 of the MA # 071B1300071, Approval of Deliverables.

PAYMENT SCHEDULE:

Payment will be made on a satisfactory acceptance of each deliverable basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

Payment shall be considered timely if made by DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, etc.

PROJECT CONTACTS:

The designated Agency Project Manager is:

Stephanie Jeppesen
DTMB
(517) 335-6899
JeppesenS@Michigan.gov

The designated DTMB Project Manager is:

Brenda Waier
DTMB
Cybersecurity and Infrastructure Protection
MSP Headquarters
7150 Harris Drive
Dimondale, MI 48821
(517) 241-0344
WaierB@Michigan.gov

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **34**

to

Contract Number **071B1300071**

CONTRACTOR	IBM CORPORATION	
	New Orchard Drive	
	Armonk, NY 10504-1722	
	Gregory Bruggen	
	913-424-2901	
	gjbruggen@us.ibm.com	
	CV0001848	

STATE	**Program Manager**	Reid Sisson	MULTI
		517-241-1638	
		SissonR@Michigan.gov	
	Contract Administrator	Lauren Stempek	DTMB
		(517) 243-4008	
		stempekl@michigan.gov	

CONTRACT SUMMARY

MAINTENANCE AND SUPPORT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	November 30, 2017	5 - 1 Year	December 31, 2024

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		December 31, 2024

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$154,186,870.19	$0.00	$154,186,870.19

DESCRIPTION

Effective 11/17/2023, this contract hereby incorporates the attached amendment No. 4A, which is revising Change Notice 33, Amendment No. 4 To the June 2019 Ordering Document to the Software and Services Special Option, Schedule A4, Table 1 - IPAA Subscription License Upgrade Programs, to correct the Subscription License Part Number from D28ALL to now be D268ALL.

Additionally, in Amendment No. 4 To the June 2019 Ordering Document to the Software and Services Special Option, Schedule A4, Table 2 - Qualifying Program Entitlements, the Qualifying Entitlement E0MIHLL is updated to identify that it was not previously part of the ELA.

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

Amendment No. 4A to the June 2019 Ordering Document **IBM**

to the Software and Services Special Option

The purpose of Amendment #4A is to correct two scrivener's errors in Amendment #4. This is strictly an administrative correction. There is no change in the value of the Agreement of obligations thereof with respect to either party. The administrative changes are listed below.

1. Correct the Subscription License Part Number listed in Table 1 of Schedule A4. D268ALL is replacing the previous incorrect part listed as D28ALL. The updated table is included in Schedule A4 below.

2. Identify that one of the Qualifying Entitlements (E0MIHLL) was not previously part of the Agreement. Table 2 in Schedule A4 has been updated to include a field to indicate which parts were previously part of the Agreement. The updated table is included in Schedule A4 below.

Amendment No. 4A to the June 2019 Ordering Document IBM

to the Software and Services Special Option

Schedule A4:

Table 1 – IPAA Subscription License Upgrade Programs				
Subscription License Part Number	**Product Description**	**Quantity**	**Subscription Upgrade Term Start Date**	**Subscription Upgrade Term End Date**
D268ALL	IBM Cloud Pak for Integration Virtual Processor Core Subscription License Upgrade	284	October 31, 2023	December 30, 2024

Table 2 – Qualifying Program Entitlements				
Part of Current Agreement	**S&S Part Number**	**Description**	**Quantity**	**S&S Coverage End Date**
Yes	E02AULL	IBM App Connect Enterprise Processor Value Unit (PVU) Annual SW Subscription & Support Renewal 12 Months	4,340	10/31/2023
Yes	E0KHQLL	IBM DataPower Gateway Virtual Edition for Non Production Environment Processor Value Unit Annual Software Subscription & Support Renewal	3,080	10/31/2023
Yes	E0KHULL	IBM DataPower Gateway Virtual Edition Processor Value Unit Annual Software Subscription & Support Renewal	4,200	10/31/2023
No	E0MIHLL	IBM API Connect Enterprise Processor Value Unit (PVU) Annual SW Subscription & Support Renewal 12 Months	1,120	10/31/2023

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **33**

to

Contract Number **071B1300071**

	CONTRACTOR			STATE		
	IBM CORPORATION		Program Manager	Reid Sisson	MULTI
	New Orchard Drive			517-241-1638	
	Armonk, NY 10504-1722			SissonR@Michigan.gov	
	Gregory Bruggen		Contract Administrator	Lauren Stempek	DTMB
	913-424-2901			(517) 243-4008	
	gjbruggen@us.ibm.com			stempekl@michigan.gov	
	CV0001848				

CONTRACT SUMMARY			
MAINTENANCE AND SUPPORT			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
October 1, 2010	November 30, 2017	5 - 1 Year	December 31, 2024
PAYMENT TERMS		**DELIVERY TIMEFRAME**	

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		December 31, 2024

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$153,884,467.05	$302,403.14	$154,186,870.19

DESCRIPTION

Effective 10/10/2023, this contract hereby adds funding in the amount of $302,403.14 to modernize DHHS's licenses to now be subscription based for Business Integration Cloud Pak in FileNet, as described in the attached Amendment #4. Additionally, this change is for a 14 month license to co-term with the current IBM agreement.

All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on 10/10/2023.

AMENDMENT NO. 4 TO THE JUNE 2019 ODERING DOCUMENT TO THE SOFTWARE AND SERVICES SPEICAL OPTION

Requesting Department: Department of Health and Human Services

This Amendment #4 to the June 2019 Ordering Document ("Amendment #4") is effective when signed by all parties and provides special options with respect to the terms of the Software and Services Special Option (the "SSSO"), which is contained within Contract No. 071B1300071 (collectively the "Agreement"), dated as of September 29, 2010, and any changes thereto agreed to in writing prior to the execution of this Ordering Document. Capitalized terms used in this Amendment #4, the definitions which are not found in this Ordering Document, are defined in the Agreement.

1. Contract Term
This Amendment #4 starts on October 31, 2023 (the "Amendment #4 Start Date") and remains in effect up to and including December 31, 2024 (the "Amendment #4 End Date"), unless earlier terminated as provided herein.

2. Eligible Programs
The Programs that qualify for the terms of this Amendment #4 ("Eligible Programs") are the Programs listed on the Product List (Schedule A4) which is attached to and made part of this Amendment #4 (the "Listed Programs")

3. Subscription License Program Upgrades
Client has acquired an upgrade from qualifying IBM Program license entitlements identified on **Schedule A4 - Table 2 Qualifying Program Entitlements ("Qualifying Program Entitlements**") with active IBM S&S to a Subscription License Upgrade program (a "**Subscription Upgrade**"), as listed on **Schedule A4 - Table 1 Subscription License Upgrade Programs** for a specified committed term (the "Subscription Upgrade Term").

Client may use the Qualifying Program Entitlements and the Subscription Upgrades in any deployment combination up to the total number of entitlements purchased for the Subscription Upgrades.

Subscription Upgrade programs cannot be terminated by Client during the Subscription Upgrade Term, except in the event of a non-appropriation.

The previously billed, future S&S associated with the Qualifying Program Entitlements will be result in a credit in the amount of **$117,941.28** for the period of November 1,

AMENDMENT NO. 4 TO THE JUNE 2019 ODERING DOCUMENT TO THE SOFTWARE AND SERVICES SPEICAL OPTION

2023 to December 31, 2023. This credit amount is included in the Charges due October 31, 2023 for this Amendment #4.

If Client selects to not renew the Subscription Upgrades Client may continue to use the Qualifying Program Entitlements at the Program version level at the end of the Subscription Upgrade Term. If Client elects to resume IBM Software Subscription and Support for the Qualifying Program Entitlements, Client must acquire it, at then current prices.

IBM may withdraw a Subscription License Upgrade Program at any time. For Clients whose Subscription Upgrade Term extends past the withdrawal date, Client retains the right to use Subscription License Upgrade Programs at the quantity Client licensed before the withdrawal date. IBM will continue to provide support until the end of the Subscription Upgrade Term or work with the Client to establish an alternative solution.

Except for Subscription Upgrades acquired as part of this Amendment #4, Client may not use acquired bundled programs or Subscription Licenses to replace IBM Program S&S.

4.   Charges

Section 7. Charges of Ordering Document Amendment #3 is deleted in its entirety and replaced with the following.

The Ordering Document Amendment #4 Charges includes the Ordering Document Amendment #3 Charges and any additional or modified charges due to program acquisitions and upgrades purchased under Amendment #4 to the June 2019 Ordering Document. The Ordering Document Amendment #4 Charges listed in the following table will be invoiced to the State of Michigan and are due on or before the following dates and payable in accordance with the Agreement:

Due Date	Amount Due	Status
December 31, 2021	$1,868,165.97	Existing
June 30, 2022	$4,795,803.21	Existing
December 31, 2022	$8,835,673.56	Existing
October 31, 2023	$1,010,209.22	**New**
December 31, 2023	$8,127,867.48	**Modified**
Total	**$24,637,719.44**	

Amendment #4 to June 2019 Ordering Document to the SSO

AMENDMENT NO. 4 TO THE JUNE 2019 ODERING DOCUMENT TO THE SOFTWARE AND SERVICES SPEICAL OPTION

For clarity, the charges in the table above represent all of the charges for all the products acquired and/or upgraded in Ordering Document Amendment #3 and Amendment #4.

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 Ordering Document Amendment #3 Schedule A and B, and Schedule A4 to Amendment #4.

The following table is for informational purpose only at the request of the Client.

2022-2023 DHHS S&S Cost	2023-2024 DHHS Modernization Cost	Incremental Increase	Previously Billed S&S Credit (11/1/23 – 12/31/23)	Net Increase Year Over Year	Additional Amount to Co-Term With ELA (+ 2 Mon)	Total Net New Cost
$707,806.08	$962,859.60	$255,053.52	$117,941.28	$844,918.32	$165,290.90	$302,403.14

5.   Payment

Section 8. Payment of Ordering Document Amendment #3, is deleted and replaced in its entirety with the following:

Unless otherwise agreed to by the State in writing, the State will issue a written Purchase Order to order any products, services, or deliverables under this Agreement.

Notwithstanding the foregoing sentence, undisputed invoices will be due and payable by the State, in accordance with the State's Prompt Payment Act as specified in 1984 PA 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if products, services, and deliverables purchased under this Agreement are for the State's exclusive use.
.
The State has provided IBM its tax exempt certificate.

The parties agree that this Amendment #4 and the Agreement, 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,

AMENDMENT NO. 4 TO THE JUNE 2019 ODERING DOCUMENT TO THE SOFTWARE AND SERVICES SPEICAL OPTION

the parties agree to the terms of this Amendment #4, the Agreement as expressly modified herein and the Associated Documents. If there is a conflict among terms of this Amendment #4 and those of the Agreement or the Associated Documents, for the purposes of this Amendment #4, those of this Amendment #4 prevail.

This prices and terms of this Amendment #4 will not become effective unless Client returns a signed copy of this Amendment #4 with Client's order before **October 31, 2023, or it is void.**

Schedule A4:

Table 1 – IPAA Subscription License Upgrade Programs				
Subscription License Part Number	**Product Description**	**Quantity**	**Subscription Upgrade Term Start Date**	**Subscription Upgrade Term End Date**
D28ALL	IBM Cloud Pak for Integration Virtual Processor Core Subscription License Upgrade	284	October 31, 2023	December 30, 2024

Table 2 – Qualifying Program Entitlements			
S&S Part Number	**Description**	**Quantity**	**S&S Coverage End Date**
E02AULL	IBM App Connect Enterprise Processor Value Unit (PVU) Annual SW Subscription & Support Renewal 12 Months	4,340	10/31/2023
E0KHQLL	IBM DataPower Gateway Virtual Edition for Non Production Environment Processor Value Unit Annual Software Subscription & Support Renewal	3,080	10/31/2023
E0KHULL	IBM DataPower Gateway Virtual Edition Processor Value Unit Annual Software Subscription & Support Renewal	4,200	10/31/2023
E0MIHLL	IBM API Connect Enterprise Processor Value Unit (PVU) Annual SW Subscription & Support Renewal 12 Months	1,120	10/31/2023

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **32**

to

Contract Number **071B1300071**

	CONTRACTOR			STATE		
	IBM CORPORATION		Program Manager	Reid Sisson	MULTI
	New Orchard Drive			517-241-1638	
	Armonk, NY 10504-1722			SissonR@Michigan.gov	
	Gregory Bruggen		Contract Administrator	Lauren Stempek	DTMB
	913-424-2901			(517) 243-4008	
	gjbruggen@us.ibm.com			stempekl@michigan.gov	
	CV0001848				

CONTRACT SUMMARY			
MAINTENANCE AND SUPPORT			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
October 1, 2010	November 30, 2017	5 - 1 Year	December 31, 2024
PAYMENT TERMS		**DELIVERY TIMEFRAME**	

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		December 31, 2024
CURRENT VALUE	**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**		
$153,884,467.05	$0.00	$153,884,467.05		

DESCRIPTION
Effective 6/28/2023, this contract hereby incorporates the attached Statement of Work for Solution Architecture Services, as a part of the IBM Cloud Integration Expert Labs accelerator services. No funds are needed per Change Notice 21, Amendment to June 2019 Ordering Document to the Software and Services Special Option, "4. Changes to the June 2019 Ordering Document" using $57,000 in available CBA funds.

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

STATEMENT OF WORK -
IT CHANGE NOTICE

Project Title:	
Cloud Pak for Integration Non-SaaS - IBM Expert Labs	
Requesting Department:	**Date**:
DTMB	06/28/23
Agency Project Manager:	**Phone**:
Sunil Polavarapu	(517) 388-2437
DTMB Project Manager:	**Phone**:
Reid Sisson	(517) 241-1638

SCOPE OF WORK:

Per Change Notice 21 on Master Agreement (MA) 071B1300071 for the use of $57,000.00 in CBA "Additional Funds", IBM Expert Labs will deliver to the State of Michigan (SoM), solution architecture services, as apart of the IBM Cloud Integration Expert Labs accelerator services as described in the table below:

Line Item	Part Number	Quantity	Unit Price Per Use	Total Amount
1	D02DBZX	3	$19,000.00	$57,000.00

ACCEPTANCE CRITERIA:

IBM will have fulfilled its obligations under this Statement of Work when the deliverables have been approved per section 2.253 of the MA # 071B1300071, Approval of Delivables.

EXPENSES:

The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, etc.

PROJECT CONTACTS:

The designated Agency Project Manager is:

Sunil Polavarapu
DTMB
320 S Walnut St.,
Lansing, MI 48933

STATEMENT OF WORK -
IT CHANGE NOTICE

517-388-2437
polavarapus1@michigan.gov

The designated DTMB Project Manager is:

Reid Sisson
DTMB
Westshire Dr.,
Lansing, MI 48917
(517) 241-1638
SissonR@Michigan.gov

CONTRACT CHANGE NOTICE

Change Notice Number **31**

to

Contract Number **071B1300071**

CONTRACTOR	IBM CORPORATION	**STATE** **Program Manager**	Reid Sisson	MULTI

<table>
<tr><td rowspan="7">CONTRACTOR</td><td>IBM CORPORATION</td><td rowspan="4">STATE</td><td>Program Manager</td><td>Reid Sisson</td><td>MULTI</td></tr>
<tr><td>New Orchard Drive</td><td colspan="3">517-241-1638</td></tr>
<tr><td>Armonk, NY 10504-1722</td><td colspan="3">SissonR@Michigan.gov</td></tr>
<tr><td>Gregory Bruggen</td><td>Contract Administrator</td><td>Lauren Stempek</td><td>DTMB</td></tr>
<tr><td>913-424-2901</td><td colspan="3">(517) 243-4008</td></tr>
<tr><td>gjbruggen@us.ibm.com</td><td colspan="3">stempekl@michigan.gov</td></tr>
<tr><td>CV0001848</td><td colspan="3"></td></tr>
</table>

CONTRACT SUMMARY			
MAINTENANCE AND SUPPORT			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
October 1, 2010	November 30, 2017	5 - 1 Year	December 31, 2024
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card	☐ PRC	☐ Other	☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		December 31, 2024
CURRENT VALUE	**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**		
$153,884,467.05	$0.00	$153,884,467.05		

DESCRIPTION
Effective 6/27/2023, this contract hereby incorporates the attached Statement of Work for the use of $97,574.40 in existing funds to cover the API Connect Enterprise PVU SW Subscription and Support reinstatement for 12 months for MDHHS. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.

STATEMENT OF WORK -
IT CHANGE NOTICE

Project Title: IBM API Connect Enterprise PVU SW Subscription & Support	Period of Coverage: 5/10/2023 – 5/31/2024
Requesting Department: DTMB AS MDHHS ADS on behalf of MDHHS	Date: 06/27/23
Agency Project Manager: Duane Kerkstra	Phone: (248) 660-0132
DTMB Project Manager: Reid Sisson	Phone: (517) 241-1638

SCOPE OF WORK:

IBM will provide Software and Services for the IBM API Connect Enterprise Processor Value Unit (PVU) SW Subscription & Support Reinstatement for 12 months as described in the table below:

Line Item	Part Number	Quantity	Points	Unit SVP Price	Discounted Unit Price	Total Amount
1	D1LLTLL	1,120	1,120.00	$206.60	$87.12	$97,574.40

ACCEPTANCE CRITERIA:

IBM will have fulfilled its obligations under this Statement of Work when the deliverables have been approved per section 2.253 of the MA # 071B1300071, Approval of Delivables.

PAYMENT SCHEDULE:

Payment will be made on a satisfactory acceptance of each deliverable basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

STATEMENT OF WORK -
IT CHANGE NOTICE

Payment shall be considered timely if made by DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, etc.

PROJECT CONTACTS:

The designated Agency Project Manager is:

Duane Kerkstra
DTMB
235 S Grand Ave
Lansing, MI 48933
248-660-0132
kerkstrad@michigan.gov

The designated DTMB Project Manager is:

Reid Sisson
DTMB
Westshire Dr.,
Lansing, MI 48917
(517) 241-1638
SissonR@Michigan.gov

This purchase order is a release from Contract Number 071B1300071**. This purchase order, statement of work, and the terms and conditions of Contract Number** 071B1300071**. constitute the entire agreement between the State and the Contractor.**

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **30**

to

Contract Number **071B1300071**

CONTRACTOR	IBM CORPORATION
	New Orchard Drive
	Armonk, NY 10504-1722
	Gregory Bruggen
	913-424-2901
	gjbruggen@us.ibm.com
	CV0001848

STATE	**Program Manager**	Reid Sisson	MULTI
		517-241-1638	
		SissonR@Michigan.gov	
	Contract Administrator	Lauren Stempek	DTMB
		(517) 243-4008	
		stempekl@michigan.gov	

CONTRACT SUMMARY			
MAINTENANCE AND SUPPORT			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
October 1, 2010	November 30, 2017	5 - 1 Year	December 31, 2024
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card	☐ PRC	☐ Other	☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		December 31, 2024
CURRENT VALUE	**VALUE OF CHANGE NOTICE**		**ESTIMATED AGGREGATE CONTRACT VALUE**	
$153,884,467.05	$0.00		$153,884,467.05	

DESCRIPTION
Effective 6/27/2023, this contract hereby incorporates the attached Statement of Work for Qradar Services, to be performed by IBM Software Lab Services. No funds are needed per Change Notice 25, Amendment 2, "4. Additional Funds". Using $99,395.00 of the "Additional Funds", leaving $78,105.00 remaining. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.

STATEMENT OF WORK -
IT CHANGE NOTICE

Project Title: QRadar User Behavior Analytics Services QRadar Data Migration Services QRadar Instructor-Led Training Services	
Agency Project Manager: Stephanie Jeppesen	**Phone**: (517) 335-6899
DTMB Project Manager: Reid Sisson	**Phone**: (517) 241-1638

SCOPE OF WORK:

IBM will deliver the below to the State of Michigan (SoM), per Change Notice 25 on Master Agreement (MA) 071B1300071 "Additional Funds".

a. QRadar consulting and tuning services focused on the User Behavior Analytics (UBA) application
b. QRadar consulting services focused on migration up to two hundred fifteen (215) TB of historical event data from non-production Data Nodes to production Data Nodes or other Managed Hosts.
c. Configure up to three (3) QRadar Data Node appliance(s) in production, whether virtual or physical, for this engagement.
d. Instructor-Led Training

DELIVERABLES:

Deliverables will not be considered complete until the Agency Project Manager has formally accepted them. Deliverables for this project include the following Activities:

Activity 1 – Engagement Management

IBM will designate a person to perform as the IBM Engagement Manager to whom all Project communications will be addressed. The Engagement Manager will provide the project coordination activites listed below:

a. Working with SoM project manager to schedule and staff the engagement

b. Conduct Project Kickoff – Intros and Roles, Scope, High Level Timeline, Next Steps, Weekly status calls and reports

c. Establish documentation and procedural standards for deliverable Materials and Sign-off/acceptance

d. Review the Statement of Work and the contractual responsibilities of both parties with SoM's Project Manager.

e. Maintain project communications through SoM's Project Manager

f. Coordinate the establishment of the project environment and project or technical prerequisites

g. Facilitate Customer Deliverable Reviews and Acceptance

h. Address any invoicing issues/milestone billings

i. Be the single point of contact for the SoM for this project and assist with scheduling technical calls, coordinating activities, defining and executing change requests and end date extensions

j. Facilitate product support resolution/escalations

k. Perform other administratve tasks as required

l. Facilitate Customer Responsibility Handoff

m. Perform the Project Clouse out and request NPS Survey

Deliverable Materials

Status Reports, delivered as one (1) copy in ***softcopy*** format, is advising SoM Project Manager of the progress and status of the IBM activities. The report will outline the IBM activities and describe the status of tasks worked on during that period. Significatn accomplishments, milestones, and problems identified.

This report may include the following:

a. Activities performed during the reporting period

b. Activites planned for the next reporting period

c. Project change control summary

d. Problems, concerns, and recommendations

e. Project financials including budget used and remaining

f. Key resource or other requirements for reporting periods

g. Other items of importance

Raid Log, delivered as one (1) copy in softcopy format, will organize the risks, actions, issues, and decisions made that could potentially impact the successful delivery of the overall project. This document may be standalone or could be incorporated into the regular status reports.

This report may include the following:

a. The risk log records information such as triggers, probability, impact, mitigation, owner, et cetera for things that could go wrong but have not yet occurred.

b. The actions log records information such as owner, due date, completion date, et cetera for things that need to be done.

c. The issues log records information such as issue description, owner, resolution, et cetera for known problems that have occurred (if a risk triggers, it becomes an issue as well).

d. The decision log records information such as decision description, date, who decision was made by for decisions made in the project/program.

Activity 2 – QRadar UBA Workaround

IBM will implement the potential UBA leading $ username workaround in the existing QRadar lab environment and if successful, in the existing QRadar production environment. This includes the following:

a. Implement the potential UBA leading $ username workaround in the lab

b. Setup LDAP pull for LDAP Reference-data tool in the lab

c. Test the potential UBA leading $ username workaround in the lab

d. If successful in the lab, implement the potential UBA leading $ username workaround in production

Deliverable Materials

Engagement Summary, delivered as one (1) copy in *softcopy* format, captures the results of this services engagement.

This report typically includes:

a. Existing challenges (system performance issues, licensing limitations, false positivies, lack of skilled resources to manage, etc.)

b. Corrective actions taken, or recommendations for addressing issues

c. Summary of activities completed

Activity 3 – QRadar UBA Tuning

IBM will perform tuning on the UBA app. This includes the following tasks:

STATEMENT OF WORK -
IT CHANGE NOTICE

a. Adjust identity sources as necessary

b. Coalesce necessary fields

c. Disable unused UBA rules

d. Enable UBA rules that will attend to your business needs

e. Adjust up to eighteen (18) UBA sense scores

f. Adjust building blocks to reduce false positivies

g. Create UBA watchlists that will attend to your business needs

h. Adjust UBA metrics:

    (1) Risk thresholds

    (2) Risk-decay

    (3) Account Intervals

i. Enable and configure up to three (3) machine-learning algorithms and adjust up to six (6) machine-learning models;

j. Adjust UBA user investigation dashboard fields

    (1) Perform additional consulting activities as time permits

Deliverable Materials

Engagement Summary, delivered as one (1) copy in *softcopy* format, captures the results of this services engagement.

This report typically includes:

a. Existing challenges (system performance issues, licensing limitations, false positivies, lack of skilled resources to manage, etc.)

b. Corrective actions taken, or recommendations for addressing issues

c. Summary of activities completed

Activity 4 – QRadar Data Migration Workshop

In this activity, IBM will assist the State with capturing a summary outlining the activities, accomplishments, Ideas/Requests for Enhancements, any outstanding questions and or due outs resulting from the workshop. Additionally, IBM will assist the State with creating a source to destination data migration plan. The specific

STATEMENT OF WORK -
IT CHANGE NOTICE

approach to be taken will be documented in the QRadar data migration plan. This activity includes the following tasks:

a. Conduct requirements gathering session to create data migration plan for source historical data.

b. Mutually agree upon the priority of data transfer e.g., newest to oldest, during the data migration workshop.

c. Activity Completion criteria will be defined with key stakeholders and mutually agreed upon for the data migration activities during the workshop.

Deliverable Materials: Workshop Summary

Purpose: Workshop Summary -

To capture a summary outlining the activities, accomplishments, Ideas/Requests for Enhancements, any outstanding questions and or due outs resulting from the Workshop.

Content:

A summary document outlining the activities, accomplishments, Ideas/Requests for Enhancements, any outstanding questions and or due outs resulting from the Workshop.

Delivery:

IBM will deliver one copy of this in **softcopy** format.

Activity 5 - QRadar Data Migration

In this activity, IBM will assist you to migrate the existing QRadar SIEM data from the non-production Data Nodes to production Data Nodes or other Managed Hosts. The specific approach to be taken will be documented in the QRadar migration plan. This activity includes the following tasks:

d. Assist to transfer up to two hundred fifteen (215) TB of data to production Data Nodes or other Managed Hosts.

e. Migrate the existing QRadar data from the non-production Data Nodes to production Data Nodes or other Managed Hosts

f. Validate migrated data

g. Data Node rebalancing, if needed

Deliverable Materials: Migration Status Report(s) and Migration Completion Checklist

● Migration Status Report(s)

STATEMENT OF WORK -
IT CHANGE NOTICE

IBM will provide migration status reports advising Customer Project Manager of the progress and status of the IBM activities. The report will outline the IBM activities and describe the status of tasks worked on during that period. Significant accomplishments and problems will be identified.

Content:

The report may include the following:

h.   Activities performed during the reporting period

i.   Activities planned for the next reporting period

j.   Problems, concerns, and recommendations

k.   Other items of importance

Delivery:

IBM will deliver one copy of this document in *softcopy* format.

- Migration Completion Checklist

    IBM will provide a migration completion checklist advising Customer Project Manager of the completion of the IBM migration activity.

    ### *Content:*

    The checklist may include the following:

    l.   Migration of up to maximum amount of historical event data in the scope

    m.   Validation of up to maximum amount of historical event data in the scope

    n.   Rebalancing of Data Nodes, if necessary

    o.   Other items of importance

    ### *Delivery:*

    IBM will deliver one copy of this document in *softcopy* format.

Activity 6 – Instructor-Led (ILT) Classes

IBM will provide instructor-led classes for class sizes of 1-6 students and 1-12 students. Courses include student course materials, an expert instructor, and access to an eLab, which is a fully configured software environment where each student can complete hands-on labs.

STATEMENT OF WORK -
IT CHANGE NOTICE

The QRadar SIEM courses available are listed below. The courses are for QRadar SIEM V7.4.3. An update to V7.5 is currently in progress, expected at the end of June 2023.

Role	Course	Duration	Delivery Method/ Course codes ILT = Instructor-led SPVC = Self-paced w/labs WBT = Self-paced (no labs)
• Security Analyst • Security Technical Architect • Offense Manager • Network and System Administrators	IBM QRadar SIEM Foundations or IBM QRadar SIEM Foundations – Self-Paced Virtual Course	24 hours (3 days)	ILT (BQ104G)
			SPVC (BQ104XG) (self-paced, non-instructor led training, available via a Learning Subscription)
• Security Analyst • Security Administrator	IBM QRadar SIEM Advanced Topics or IBM QRadar SIEM Advanced Topics – Self-Paced Virtual Course	16 hours (2 days)	ILT (BQ204G)
			SPVC (BQ204XG) (self-paced, non-instructor led training, available via a Learning Subscription)
• Deployment Professional	IBM Security QRadar v7.4.3 Deployment Professional	4 hours	Web-based training (BQ650G)

ACCEPTANCE CRITERIA:

IBM will have fulfilled its obligations under this Statement of Work when the deliverables have been approved per section 2.253 of the MA # 071B1300071, Approval of Delivables.

PAYMENT SCHEDULE:

Payment will be made on a satisfactory acceptance of each deliverable basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the

STATEMENT OF WORK -
IT CHANGE NOTICE

work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

Payment shall be considered timely if made by DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, etc.

PROJECT CONTACTS:

The designated Agency Project Manager is:

Stephanie Jeppesen
DTMB
(517) 335-6899
JeppesenS@Michigan.gov

The designated DTMB Project Manager is:

Reid Sisson
DTMB
Westshire Dr.,
Lansing, MI 48917
(517) 241-1638
SissonR@Michigan.gov

Point of Contact:

The State of Michigans designated person to be the SoM's Project Manager will be the focal point for IBM communications relative to this project and will have the authority to act on behalf of the SoM in all matters regarding this project. The SoM's Project Manager will be responsible for the following:

1. Manage SoM personnel and responsibilities

2. Serve as the interface between IBM and all SoM departments participating in this project

3. Administer the Project Change Control Procedure with the IBM Project Manager

4. Participate in project status meetings

5. Help resolve deviations from the estimated schedule

6. Help resolve project issues and escalate issues within SoM as necessary

The State of Michigan Agrees To:

a. Make appropriatre personnel available to assist IBM In the performance of IBM's responsbilites

b. Supply all prerequisite hardware and software to be used during the performance of this SOW as identified by IBM. This does not include any hardware or software normally used by IBM consultants in the performance of their day-to-day responsibilities with IBM.

c. Ensure that current maintenance, license, and other applicable agreements are in place with third parties whose work may affect IBM's ability to provide the Services. Unless specifically agreed to otherwise in writing, the SoM is responsible for the management and performance of the third parties, and for any third pary hardware, software or communications equipment used in connection with the services

d. Be responsible for the identification of, interpretation of, and compliance with, any applicable laws, regulations, and statutes that affect your existing systems, applications, programs, or data to which IBM will have access during the Services, including applicable data privacy, export, import laws and regulations, and product safety and regulatory compliance for non-IBM products including those recommended by IBM. The SoM is solely resposnble for obtaining advice of legal consel as to the compliance with such laws, and regulations

e. Obtain any necessary consents and take any other actions required by applicable laws, including but not limited to data privacy laws, prior to disclosing any of SoM employee information or other personal information or data to IBM. SoM also agress that with respect to data that is transferred or hosted, SoM is responsible for ensuring that all such data adheres to the laws and regulations governing such data

f. Be responsible for any data and the content of any database, the selection and implementation of procedures and controls regarding its access and, use, backup and recovery and security of the stored data. This security will also include any procedures necessary to safeguard the integrity and security of software and data used in the Services from access by unauthorized personnel

g. if IBM requires access to your production systems, provide the required hardware (either an assigned desktop or laptop system) for such access. Any hardware provided for this access will be secured at your location when not in use by IBM.

STATEMENT OF WORK - IT CHANGE NOTICE

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Services will be provided virtually.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.

This purchase order is a release from Contract Number 071B1300071**. This purchase order, statement of work, and the terms and conditions of Contract Number** 071B1300071**. constitute the entire agreement between the State and the Contractor.**

PROJECT PLAN:

The Services will be provided between an estimated start date of September, 1, 2023, and an estimated end date of October, 30, 2023.

Time and Material Basis:
The Services in Activities 1-6 will be conducted on a time and materials basis.

Charges for the Services defined in this SOW will be paid for by the Eligible Services Credits on account as referenced in the Agreement.

The estimated hours for time and materials Services is provided below:

Resource	Estimated Number of Hours	Hourly Rate	Charges
QRadar Engagement Manager	26	$375.00	$9,750.00
QRadar Senior Consultant	75	$375.00	$28,125.00
QRadar Consultant	78	$340.00	$26,520.00
		Total T&M Charges:	**$64,395.00**

Fixed Price Basis:
The Instructor-Led Training in Activity 7 will be provided on a fixed price basis, as described in the following schedule:

Duration	Number of Students	Charges
Up to 5 Days (IBM QRadar SIEM Foundations and IBM QRadar SIEM Advanced Topics)	1-12	$35,000.00

STATEMENT OF WORK - IT CHANGE NOTICE

	Estimated T&M	$3,500.00

The total estimated professional services charges for this SoW are $99,395.00. All charges are exclusive of any applicable taxes.

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget

320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **29**

to

Contract Number **071B1300071**

CONTRACTOR		STATE		
IBM CORPORATION		Program Manager	Reid Sisson	MULTI
			517-241-1638	
New Orchard Drive			SissonR@Michigan.gov	
Armonk, NY 10504-1722		Contract Administrator	Lauren Stempek	DTMB
Gregory Bruggen			(517) 243-4008	
913-424-2901			stempekl@michigan.gov	
gjbruggen@us.ibm.com				
CV0001848				

CONTRACT SUMMARY			
MAINTENANCE AND SUPPORT			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	November 30, 2017	5 - 1 Year	December 31, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		December 31, 2024

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
$153,884,467.05	$0.00	$153,884,467.05	

DESCRIPTION
Effective 5/16/2023, this contract hereby incorporates the attached Statement of Work for 5 Red Hat Training Courses, to be performed by IBM Software Lab Services. No funds are needed per Change Notice 25, Amendment 2, "4. Additional Funds". All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.

STATEMENT OF WORK -
IT CHANGE NOTICE

Project Title: Training Services – Red Hat	
Requesting Department: DTMB	
Agency Project Manager: Sunil Polavarapu	**Phone**: (517) 335-6669
DTMB Project Manager: Reid Sisson	**Phone**: (517) 241-1638

SCOPE OF WORK:

IBM will deliver 5 private, custom, Red Hat Training courses virtually to State of Michigan (SoM) staff, per Change Notice 25 on Master Agreement (MA) 071B1300071 "Additional Funds".

DELIVERABLES:

Deliverables will not be considered complete until the Agency Project Manager has formally accepted them. Deliverables for this project include the following 5 private courses:

Course 1 - Custom Red Hat OpenShift (Virtual)

Course Code	CU-OCP-OS
Start Date	TBD
End Date	With in one year from the date of Change Notice signature
Duration	5 days
Hours	9:00am to 5:00pm (approx.) local time, unless otherwise agreed to
Students	up to 15
Language	English
Arrangements	None

STATEMENT OF WORK - IT CHANGE NOTICE

Course 2 – Red Hat OpenShift Development & Kubernetes (Virtual)

Course Code	DO180OS
Start Date	TBD
End Date	With in one year from the date of Change Notice signature
Duration	5 days
Hours	9:00am to 5:00pm (approx.) local time, unless otherwise agreed to
Students	up to 15
Language	English
Arrangements	None

Course 3 – Red Hat OpenShift Development I: Introduction to Containers with Podman (Virtual)

Course Code	DO188OS
Start Date	TBD
End Date	With in one year from the date of Change Notice signature
Duration	4 days
Hours	9:00am to 5:00pm (approx.) local time, unless otherwise agreed to
Students	up to 15
Language	English
Arrangements	None

STATEMENT OF WORK -
IT CHANGE NOTICE

Course 4 – Building Resilient Microservices with Istio and Red Hat OpenShift Service Mesh (Virtual)

Course Code	DO328OS
Start Date	TBD
End Date	With in one year from the date of Change Notice signature
Duration	4 days
Hours	9:00am to 5:00pm (approx.) local time, unless otherwise agreed to
Students	up to 8
Language	English
Arrangements	None

Course 5 – Red Hat OpenShift Development II: Containerizing Applications (Virtual)

Course Code	DO288OS
Start Date	TBD
End Date	With in one year from the date of Change Notice signature
Duration	5 days
Hours	9:00am to 5:00pm (approx.) local time, unless otherwise agreed to
Students	up to 15
Language	English
Arrangements	None

STATEMENT OF WORK - IT CHANGE NOTICE

Deliverable Materials

IBM/Red Hat will provide the State of Michigan with the deliverable Materials listed in the above Project Scope section, which will be provided as Student Course Materials. Student Course Materials include those Materials, created during the Service performance period or otherwise (such as those that pre-exist the Service), in which IBM or third parties have all right, title and interest (including ownership of copyright). IBM will deliver one electronic copy (PDF) of the specified Materials to the student attending the class. IBM grants the State of Michigan an irrevocable, nonexclusive, worldwide, paid-up license for the student to use and display the course materials. Student Course Materials may not be further copied or distributed.

Student Course Guide (if available per course)

Purpose: Documentation to guide the student through the course and if included associated course lab exercises.

Content: Key learning points, steps for course lab exercises, if included with the course.

Delivery: IBM will provide an electronic copy (PDF) of this document.

ACCEPTANCE CRITERIA:

IBM will have fulfilled its obligations under this Statement of Work when the deliverables have been approved per section 2.253 of the MA # 071B1300071, Approval of Deliverables.

PAYMENT SCHEDULE:

Payment will be made on a satisfactory acceptance of each deliverable basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the

work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

Payment shall be considered timely if made by DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, etc.

PROJECT CONTACTS:

The designated Agency Project Manager is:

Sunil Polavarapu
DTMB
320 S Walnut St.,
Lansing, MI 48933
(517) 335-6669
Polavarapus1@michigan.gov

The designated DTMB Project Manager is:

Reid Sisson
DTMB
515 Westshire Dr.,
Lansing, MI 48917
(517) 241-1638
SissonR@michigan.gov

AGENCY RESPONSIBILITIES:

SoM agrees not to copy IBM / Red Hat copyrighted material without prior written consent.

SoM agrees not to use recording equipment in IBM/ Red Hat classes without prior written consent.

STATEMENT OF WORK -
IT CHANGE NOTICE

SoM agrees not to use IBM/ Red Hat trademarks, trade names, or other designators in any promotion or publication without prior written consent.

Point of Contact:

The State of Michigan has designated a "Point of Contact", to whom communications relative to the Services will be addressed and who has the authority to act on the behalf of the State of Michigan in all matters regarding this SOW. Communication and access codes for all trainings will be provided by email to the designated Point of Contact specified below:

Contact Name:	Sunil Polavarapu
Email Address:	Polavarapus1@Michigan.gov
Phone Number:	(517) 335-6669

The Point of Contact is Responsible for:

a. Serve as the interface between IBM's Point of Contact and all of the State of Michigan's departments participating in the Services;

b. Obtain and provide applicable information, data, consents, decisions and approvals as required by IBM and per request to perform the Services, within two business days of IBM's request;

c. Help resolve Services issues and escalate issues within the State of Michigan for resolution;

d. Administer the Project Change Control Procedure with the IBM Point of Contact;

e. Be responsible for the selection and attendance of all students;

f. Be responsible for ensuring that any prerequisite training, as defined by IBM/Red Hat requirements are met; and

g. For all instructor-led online course(s), and upon IBM/Red Hats request provide a list of attendees and their email addresses at least seven (7) calendar days prior to the Course Start Date and ensure attendees have tested connectivity.

The State of Michigan Agrees To:

STATEMENT OF WORK -
IT CHANGE NOTICE

a. Make appropriate personnel available to assist IBM in the performance of IBM's responsibilities;

b. Be responsible for the identification of, interpretation of, and compliance with, any applicable laws, regulations, and statutes that affect your existing systems, applications, programs, or data to which IBM will have access during the Services, including applicable data privacy, export, import laws and regulations, and product safety and regulatory compliance for non-IBM products including those recommended by IBM. The State of Michigan is solely responsible for obtaining advice of legal counsel as to the compliance with such laws and regulations;

c. Be responsible for any data and the content of any database, the selection and implementation of procedures and controls regarding its access and use, backup and recovery and security of the stored data. This security will also include any procedure necessary to safeguard the integrity and security of software and data used in the Services from access by unauthorized personnel;

d. Acknowledge that any responsibilities not specifically stated in this SOW as IBM responsibilities are deemed out of scope;

e. Pursuant to any applicable export compliance laws and regulations, the State of Michigan confirms they will not provide or give access to source code or technology (e.g., specific technical information, including technical data, necessary for the development, design, production, or use of a product) that would restrict or otherwise prohibit IBM from using global resources to provide Cloud Services or other Services. Client will notify IBM and obtain written agreement prior to providing or enabling any such access;

f. agree that each party is responsible for complying with: i) laws and regulations applicable to its business and Content; and ii) import, export and economic sanction laws and regulations, including defense trade control regime of any jurisdiction, including the International Traffic in Arms Regulations and those of the United States that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users;

g. Ensure that current maintenance, license, and other applicable agreements are in place with third parties whose work may affect IBM's ability to provide the Services. Unless specifically agreed to otherwise in writing, Client is responsible for the management and performance of the third parties, and for any third-party hardware, software or communications equipment used in connection with the Services.

Accommodations for Individuals with Disabilities

If reasonable accommodations are required for an individual with a disability, the State of Michigan will advise IBM of the accommodations in advance.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Services will be provided virtually.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.

This purchase order is a release from Contract Number 071B1300071**. This purchase order, statement of work, and the terms and conditions of Contract Number** 071B1300071 **constitute the entire agreement between the State and the Contractor.**

STATEMENT OF WORK -
IT CHANGE NOTICE

PROJECT PLAN:

Course Code & Title	Duration (Days)	Number of Students	Extended Total
CU-OCP-OS, Custom Red Hat OpenShift Training to be delivered virtually	5	15	$45,850.00
DO180OS, Red Hat OpenShift Development & Kubernetes	5	15	$45,850.00
DO188OS, Red Hat OpenShift Development I: Introduction to Containers with Podman	4	15	$34,400.00
DO328OS, Building Resilient Microservices with Istio and Red Hat OpenShift Service Mesh	4	8	$47,000.00
DO288OS, Red Hat OpenShift Development II: Containerizing Applications	5	15	$45,900.00
Project Coordination	Project duration		$3,500
Estimated Instructor-led Training Charges:			$222,500.00
Travel and living expenses			N/A
Total Estimated Instructor-led Training Charges:			$222,500.00

The Services will be conducted on a fixed price basis. The fixed price for performing the Services defined in the SOW will be $222,500.00.

The Services defined in this SOW will be paid for by the Eligible Services Credits on account as referenced in the Agreement.

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **28**

to

Contract Number **071B1300071**

<table>
<tr><td rowspan="7">CONTRACTOR</td><td>IBM CORPORATION</td><td rowspan="7">STATE</td><td>Program Manager</td><td>Reid Sisson</td><td>MULTI</td></tr>
<tr><td>New Orchard Drive</td><td rowspan="2">517-241-1638</td><td colspan="2"></td></tr>
<tr><td>Armonk, NY 10504-1722</td><td colspan="2">SissonR@Michigan.gov</td></tr>
<tr><td>Gregory Bruggen</td><td rowspan="4">Contract Administrator</td><td>Lauren Stempek</td><td>DTMB</td></tr>
<tr><td>913-424-2901</td><td colspan="2">(517) 243-4008</td></tr>
<tr><td>gjbruggen@us.ibm.com</td><td colspan="2">stempekl@michigan.gov</td></tr>
<tr><td>CV0001848</td><td colspan="2"></td></tr>
</table>

CONTRACT SUMMARY

MAINTENANCE AND SUPPORT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	November 30, 2017	5 - 1 Year	December 31, 2024

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		December 31, 2024

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$153,747,469.05	$136,998.00	$153,884,467.05

DESCRIPTION

Effective 12/19/2022, $136,998 in funding is added to this contract to cover the Subscription and Support for FY23 and FY24, per the attached quote.

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

IBM Software Quotation

Quotation Information
Number: **19422285**
Effective Date: **07-Dec-2022**
Expiration Date: **31-Dec-2022**

Customer Information
Attn: Reid Sisson
State of Michigan, Dept of IT
Agency Services
320 S. Walnut
Cass Bldg 2nd floor-South
LANSING MI 48933-2014
UNITED STATES

Sales Representative
IBM Contact: **Cheri Bedair**
Phone Number: **1-972-906-3204**

Passport Advantage Agreement Number: **9422**
IBM Customer Number: **5807125**
Relationship SVP Level: **GV**

Passport Advantage Site Number: **7020883**
Anniversary: **01-Oct**
Quotation SVP Level: **GV**

Summary

Total Points	1,940.80
Subtotal	136,998.00
Estimated Total Tax	0.00
Total	**136,998.00 USD**

Software

Item	Part Number	Quantity	Points	Unit SVP Price	Discounted Price	Extended Amount
IBM Watson Explorer Deep Analytics Edition Virtual Processor Core Annual SW Subscription & Support Renewal 12 Months						
1	E0PPNLL	4	248.80	11,050.00	4,287.44	17,149.76
Coverage Dates: 01-Jan-2023 - 31-Dec-2023						
IBM Watson Explorer Deep Analytics Edition Virtual Processor Core Annual SW Subscription & Support Renewal 12 Months						
2	E0PPNLL	4	248.80	11,050.00	4,508.50	18,034.00
Coverage Dates: 01-Jan-2024 - 31-Dec-2024						

Useful/Important web resources:
Passport Advantage information, customer secure site access, training, etc.:
IBM's International Program License Agreement and product License Information documents:
IBM Software Support web site:
IBM Customer Number: **5807125**

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **27**

to

Contract Number **071B1300071**

CONTRACTOR	IBM CORPORATION	**STATE** **Program Manager**	Reid Sisson	MULTI
	New Orchard Drive		517-241-1638	
	Armonk, NY 10504-1722		SissonR@Michigan.gov	
	Gregory Bruggen	**Contract Administrator**	Lauren Stempek	DTMB
	913-424-2901		(517) 243-4008	
	gjbruggen@us.ibm.com		stempekl@michigan.gov	
	CV0001848			

CONTRACT SUMMARY			
MAINTENANCE AND SUPPORT			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
October 1, 2010	November 30, 2017	5 - 1 Year	December 31, 2024
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card ☐ PRC ☐ Other			☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		December 31, 2024
CURRENT VALUE		**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**	
$153,714,024.05		$33,445.00	$153,747,469.05	

DESCRIPTION
Effective 10/25/2022, the State is adding funds in the amount of $33,445.00 to cover the attached 5-month support extension agreement for the IBM product "IBM Security Identity Manager V6.0" also known as ISIM V6.0 which has reached the end of normal support life cycle. Please note the Contract Administrator has been changed to Lauren Stempek. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.

Attachment for Service Extension Support - Order Confirmation and Additional Terms

IBM

This Attachment is between Client and the IBM legal entity referenced.

Client: State of Michigan	
Client contact: Dane Spencer – SpencerD3@michigan.gov	
Client address: 111 Capitol Ave - Romney Bldg 8th Flr, Lansing, Mi - 48933	
Phone:	Enterprise number: 5806000 · Client number: 5807125
Client Bill To: 320 S Walnut St, Lansing, MI 48933	
IBM Representative: Mitzi Benton - mitzi.benton@ibm.com	
IBM address: 1177 S. Beltline Road, Coppell, TX 75019	
SBMT: EPES-CHBJPP/ EPES-CHCHND	Agreement number: SSM9485

Charges and Payments

The total charge for the Service, exclusive of applicable taxes, is $ 33,445.00.

IBM will pre-invoice for the first calendar quarter or portion thereof, and quarterly in advance thereafter for the Service. If completion occurs mid-quarter, the final prepay quarterly invoice will cover the remaining quarterly portion up to the end date. Client agrees to pay by electronic funds transfer (to an account specified by IBM) or other means acceptable to IBM.

The monthly breakdown of charges, exclusive of applicable taxes is as follows.

Support Extension	Start	Stop	Price per Month	Value Unit(s)
Security Identity Manager V6.0 (5724-C34) on distributed operating systems (not including iSeries)	10/01/2022	02/28/2023	$ 6,689.00	20,001 –50,000

IBM's Data Processing Addendum (DPA) at **http://ibm.com/dpa** and the DPA Exhibit at **https://www.ibm.com/mysupport/s/article/support-privacy** apply to the processing of Client's personal data by IBM on behalf of Client in order to provide IBM Services, if and to the extent i) the European General Data Protection Regulation (E/2016/679) (GDPR); or ii) other data protection laws identified at **http://ibm.com/dpa/dpl** apply.

This Attachment for Service Extension Support and the Agreement comprise the complete agreement regarding Service Extension Support (Service). Each party accepts the terms of this Attachment by signing this Attachment by hand or, where recognized by law, electronically. This Attachment expires if not signed by 11/14/2022.

For a change to this Attachment to be valid, both parties must sign it.

Agreed by:

Client Authorized Signature	Date:
Printed name:	
IBM Authorized Signature	Date:
Printed name:	

Product unique terms:

This service is for Usage and Known Defect Support (including usage and known defect only).

Customer must maintain a valid Passport Advantage Software Maintenance/Software Subscription and Support or other equivalent maintenance agreement for the duration of the Support Extension.

IBM warrants that it provides this service using commercially reasonable efforts. IBM does not warrant that all defects will be corrected or that the operation of the program will be uninterrupted.

This Usage and Known Defect Support Extension provides technical assistance and fixes for known problems. Workarounds or circumventions may be provided. However, fixes for new defects will not be provided.

This agreement excludes the following components:

Business Process Server Standard 7.5
Business Process Center Standard 7.5
Business Designer 7.5
Cognos Business Intelligence V10.2.2, V10.2.1, V10.2
DB2 WSE V9.7
DB2 ESE V9.7
DB2 ESE V10.1
Installation Manager 1.4.4
IBM JRE V6.0
ISIM/ITIM Adapters
Lotus Expeditor 6.2.1
MQEveryplace 2.0.2.13

Z126-6536-US-08 07-2021

	Role & Policy Modeler V1.1
	SAM ESSO V8.2
	solidDB 6.5
	TCR V2.1.1, V2.1
	TDI V7.1.0
	TDS V6.3, V6.3.1
	TIP V2.2
	WAS FP for Web 2.0 & Mobile Version 1.1.0
	WAS ND V7.0
	WAS ND V8.5
	Defect fixes from more current levels of ISIM will not be backported to V6.0.
	This agreement does not include support for security vulnerabilities.

Attachment for Service Extension Support – Order Confirmation and Additional Terms

IBM

1. **Scope of Work**

   IBM will provide remote assistance (from IBM's support center or electronic access as specified below) in response to requests for problems discovered after a Product reaches end of service. Client must be licensed to use the Program and have a Passport Advantage Agreement in place for the duration of the Service, as a prerequisite for the Service. For the avoidance of doubt, IBM's responsibilities do not include any preventive service, or the provision of new patches, bypasses, or fixes, including those designed to address security.

   Usage, Known Defect Support:

   IBM will:

   a. provide assistance for routine, short duration installation and usage (how-to) questions and code related questions;

   b. provide assistance via electronic access and, if available, telephone, only to Client's Information Systems (IS) technical support personnel during normal business hours (8:00 a.m. to 5:00 p.m. in the local time zone where Product is installed, Monday through Friday, excluding national holidays). IBM provides Severity 1 assistance 24 hours a day, every day of the year. Consult the IBM Software Support Guide at: https://www14.software.ibm.com/support/customercare/sas/f/handbook/home.html

   c. provide assistance on supported Product known defects for which corrective service information and fixes are available and for which Client is entitled to receive support.

2. **Client Responsibilities**

   Client agrees:

   a. to allow remote access to Client's system to assist in isolating the problem cause. Client remains responsible for adequately protecting its system and all data contained therein whenever IBM remotely accesses it. If Client denies remote access to its system by IBM, IBM may be limited in its ability to resolve the problem. If IBM is unable to resolve the problem without access, IBM will notify Client and close the service call;

   b. that Client is responsible for obtaining all necessary permissions to use, provide, store and process content in connection with Services, and grants IBM permission to do the same. Client is responsible for adequate content back-up. Some of Client's content may be subject to governmental regulation or may require security measures beyond those specified by IBM for an offering. Client will not input or provide such content unless IBM has first agreed in writing to implement additional required security measures;

   c. that Services may be performed off-site at IBM locations, and that IBM uses global resources (non-permanent residents used locally and personnel in locations worldwide) for delivery of Services; and

   d. to install fix packages if requested by IBM. If the fix package does not pass Client's test, IBM will use reasonable efforts to re-work the problem.

3. **Termination and Renewal**

   IBM may withdraw this Service upon three months' written notice. Client may terminate the Service upon one month's written notice, after this Service has been in effect for at least two months for each of the supported Products.

   Client will receive a credit for any remaining prepaid period associated with the terminated/withdrawn Service.

   This Service does not automatically renew.

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **26**

to

Contract Number **071B1300071**

<table>
<tr><td rowspan="6">CONTRACTOR</td><td>IBM CORPORATION</td><td rowspan="7">STATE</td><td>Program Manager</td><td>Reid Sisson</td><td>MULTI</td></tr>
<tr><td rowspan="2">New Orchard Drive</td><td colspan="2">517-241-1638</td></tr>
<tr><td colspan="2">SissonR@Michigan.gov</td></tr>
<tr><td>Armonk, NY 10504-1722</td><td rowspan="2">Contract Administrator</td><td>KeriAnn Trumble</td><td>DTMB</td></tr>
<tr><td>Gregory Bruggen</td><td colspan="2">(989) 259-2625</td></tr>
<tr><td>913-424-2901</td><td colspan="2">trumblek1@michigan.gov</td></tr>
<tr><td>gjbruggen@us.ibm.com</td></tr>
<tr><td>CV0001848</td></tr>
</table>

CONTRACT SUMMARY

MAINTENANCE AND SUPPORT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	November 30, 2017	5 - 1 Year	December 31, 2024

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		December 31, 2024

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$152,848,572.47	$865,451.58	$153,714,024.05

DESCRIPTION

Effective 6/28/2022, the Cloud Services Agreement, is extracted and moved to a new Master Agreement 220000001065.

The existing Contract is hearby increased by $865,451.58 for IBM Cloud Pak for Automation Virtual Processor Core from Eligible Programs Trade Up License + SW Subscription & Support 12 Months.

Per contractor and agency agreement, DTMB Central Procurement Services approval, and State Administrative Board approval on 6/28/2022.

Amendment No. 3 to the June 2019 Ordering Document

to the Software and Services Special Option

IBM

This Amendment #3 to the June 2019 Ordering Document ("Amendment #3") is effective when signed by all parties and provides special options with respect to the terms of the Software and Services Special Option (the "SSSO"), which is contained within Contract No. 071B1300071 (collectively the "Agreement"), dated as of September 29, 2010, and any changes thereto agreed to in writing prior to the execution of this Ordering Document. Capitalized terms used in this Amendment #3, the definitions which are not found in this Ordering Document, are defined in the Agreement.

1. Contract Term

This Amendment #3 starts on **June 30, 2022** (the "**Amendment #3 Start Date**") and remains in effect up to and including **December 31, 2024** (the "**Amendment #3 End Date**"), unless earlier terminated as provided herein.

2. Eligible Programs

The Programs that qualify for the terms of this Amendment #3 ("Eligible Programs") are the Programs listed on the Product List (Schedule A3) which is attached to and made part of this Amendment #3 (the "Listed Programs")

3. Subscription License Program Upgrades

Client has acquired an upgrade from qualifying IBM Program license entitlements identified on **Schedule A3 - Table 2 Qualifying Program Entitlements** ("**Qualifying Program Entitlements**") with active IBM S&S to a Subscription License Upgrade program (a "**Subscription Upgrade**"), as listed on **Schedule A3 - Table 1 Subscription License Upgrade Programs** for a specified committed term **(the "Subscription Upgrade Term")**.

Client may use the Qualifying Program Entitlements and the Subscription Upgrades in any deployment combination up to the total number of entitlements purchased for the Subscription Upgrades.

Subscription Upgrade programs cannot be terminated by Client during the Subscription Upgrade Term, except in the event of a non-appropriation.

If Client selects to not renew the Subscription Upgrades Client may continue to use the Qualifying Program Entitlements at the Program version level at the end of the Subscription Upgrade Term. If Client elects to resume IBM Software Subscription and Support for the Qualifying Program Entitlements, Client must acquire it, at then current prices.

IBM may withdraw a Subscription License Upgrade Program at any time. For Clients whose Subscription Upgrade Term extends past the withdrawal date, Client retains the right to use Subscription License Upgrade Programs at the quantity Client licensed before the withdrawal date. IBM will continue to provide support until the end of the Subscription Upgrade Term or work with the Client to establish an alternative solution.

Except for Subscription Upgrades acquired as part of this Amendment #3, Client may not use acquired bundled programs or Subscription Licenses to replace IBM Program S&S.

4. Charges

Section 7. Charges of Ordering Document Amendment #2 is deleted in its entirety and replaced with the following.

The Ordering Document Amendment #3 Charges includes the Ordering Document Amendment #2 Charges and any additional or modified charges due to program acquisitions and upgrades purchased under Amendment #3 to the June 2019 Ordering Document. The Ordering Document Amendment #3 Charges listed in the following table will be invoiced to the State of Michigan and are due on or before the following dates and payable in accordance with the Agreement:

Due Date	Amount Due
December 31, 2021	$1,868,165.97
June 30, 2022	$ 4,795,803.21
December 31, 2022	$ 8,835,673.56
December 31, 2023	$8,835,673.56
Total	**$24,335,316.30**

For clarity, the charges in the table above represent all of the charges for all the products acquired and/or upgraded in Ordering Document Amendment #2 and Amendment #3.

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 Ordering Document Amendment #2 Schedule A and B, and Schedule A3 to Amendment #3.

5. Payment

Section 8. Payment of Ordering Document Amendment #2, is deleted and replaced in its entirety with the following:

Unless otherwise agreed to by the State in writing, the State will issue a written Purchase Order to order any products, services, or deliverables under this Agreement.

Notwithstanding the foregoing sentence, undisputed invoices will be due and payable by the State, in accordance with the State's Prompt Payment Act as specified in 1984 PA 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if products, services, and deliverables purchased under this Agreement are for the State's exclusive use.
.
The State has provided IBM its tax exempt certificate.

The parties agree that this Amendment #3 and the Agreement, 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 #3, the Agreement as expressly modified herein and the Associated Documents. If there is a conflict among terms of this Amendment #3 and those of the Agreement or the Associated Documents, for the purposes of this Amendment #3, those of this Amendment #3 prevail.

This prices and terms of this Amendment #3 will not become effective unless Client returns a signed copy of this Amendment #3 with Client's order before **June 30, 2022, or it is void**.

Amendment No. 3 to the June 2019 Ordering Document

to the Software and Services Special Option

IBM

Schedule A3:

Table 1 – IPAA Subscription License Upgrade Programs				
Subscription License Part Number	**Product Description**	**Quantity**	**Subscription Upgrade Term Start Date**	**Subscription Upgrade Term End Date**
D26D0LL	IBM Cloud Pak for Business Automation per Virtual Processor Core Subscription License Upgrade	404	June 30, 2022	December 30, 2024

Table 2 – Qualifying Program Entitlements			
S&S Part Number	**Description**	**Quantity**	**S&S Coverage End Date**
E052QLL	IBM Enterprise Records Add-On Authorized User Value Unit Annual SW Subscription & Support Renewal	3815	6/30/2022
E0PSFLL	IBM BUSINESS AUTOMATION WORKFLOW ENTERPRISE CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	277	6/30/2022
E0545LL	IBM FileNet Image Manager Active Edition Add-On Authorized User Value Unit Annual SW Subscription & Support Renewal	600	6/30/2022
E0501LL	IBM FileNet Content Manager Authorized User Value Unit Annual SW Subscription & Support Renewal	4347	6/30/2022
E05NZLL	IBM Content Collector for File Systems Authorized User Value Unit Annual SW Subscription & Support Renewal	4616	6/30/2022
E097JLL	IBM Content Collector for SAP Applications Authorized User Value Unit Annual SW Subscription & Support Renewal	600	6/30/2022
E0AT7LL	IBM Production Imaging Edition Add-On for IBM Case Foundation Authorized User Value Unit Annual SW Subscription & Support Renewal	127	6/30/2022
E0ATGLL	IBM Production Imaging Edition Add-On for FileNet Content Manager Authorized User Value Unit Annual SW Subscription & Support Renewal	2980	6/30/2022
E0EHILL	IBM Datacap Enterprise Edition Add-On Authorized User Value Unit Annual SW Subscription & Support Renewal 12 Months	262	6/30/2022
E0IEZLL	IBM FileNet Content Manager Eligible Participant Resource Value Unit Annual SW Subscription & Support Renewal	103175	6/30/2022

Table 3 – New IPAA Subscription License Programs				
Subscription License Part Number	**Product Description**	**Quantity**	**Subscription Upgrade Term Start Date**	**Subscription Upgrade Term End Date**
D080BZX	IBM Cloud Pak for Business Automation Reserved Virtual Processor Core Subscription License	364	June 30, 2022	June 29, 2023

Due to the size of this contract, the remaining change notices have been deleted. If you would like to see the full contract please reach out to the Contract Administrator.

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

CONTRACT NO. _____071B1300071_____
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR	TELEPHONE 248-552-6896
	Bill Crocker
IBM CORPORATION	**CONTRACTOR NUMBER/MAIL CODE**
New Orchard Drive	
Armonk, NY 10504-1722	**BUYER/CA (517) 373-3993**
Email: crockerw@us.ibm.com	Dale N. Reif

Contract Compliance Inspector: Patty Bogard	
Software Maintenance and Support	

CONTRACT PERIOD: **3 yrs. + 5 one-year options**   From: **October 1, 2010**   To: **September 30, 2013**

TERMS	SHIPMENT
N/A	**N/A**
F.O.B.	SHIPPED FROM
N/A	**N/A**

MINIMUM DELIVERY REQUIREMENTS
N/A

MISCELLANEOUS INFORMATION:

The terms and conditions of this Contract are those of the Request For Proposal 084R0200103 and this Contract Agreement. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: $15,516,450.00

THIS IS NOT AN ORDER: Orders for delivery will be issued directly by the Department of Technology, Management and Budget through the issuance of a Purchase Order.

All terms and conditions of the Request for Proposal are made a part hereof.

FOR THE CONTRACTOR:	FOR THE STATE:
IBM Corporation	
Firm Name	Signature
	Sergio Paneque, Senior Deputy Director
Authorized Agent Signature	Name/Title
	Business Services Adminsitration
Authorized Agent (Print or Type)	Division

_____ _____
                    Date   Date

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

Buyer Name: Dale N. Reif
Telephone Number: (517) 373-3993
E-Mail Address: reifd@michigan.gov

Contract Number: 071B1300071
IBM Software, Maintenance and Support

Table of Contents

Article 1 – Statement of Work (SOW)

1.000   Project Identification

1.001   PROJECT REQUEST

The purpose of this Contract is to procure IBM software licenses (see Appendix A), maintenance and support.

Over the past three years, the State has purchased $4.4 million in new IBM software licenses and $2.8 million in software maintenance and support. The responsive bidder must have the ability to provide a minimum discount equal or greater than federal General Services Administration (GSA) Schedules for all of the listed IBM Products in Appendix A, without an upfront volume commitment from the State of Michigan.

The State makes no estimates as to the quantity or type of software that may be purchased during the term of the Contract. However the Contractor will be required to furnish all such products as may be ordered during the Contract period. Quantities specified in Appendix A are estimates based on prior purchases and the State is not obligated to purchase any quantities.

This Contract is available to MiDEAL purchasing members as identified in Article 2, Section 2.281 MiDEAL.

1.100   Scope of Work and Deliverables

1.101   IN SCOPE

This is intended to be a mandatory use Contract. However, the State reserves the right to purchase licenses, maintenance and support outside of the Contract when the State determines that an item's pricing is not competitive. This project consists of the following scope:

- Standard software products, defined as defined in Appendix A
- Software maintenance and technical support as defined in Section 1.104, B. The maintenance and support is for products that fall under one of the following seven (7) categories:
    - InfoSphere
    - Lotus
    - Rational
    - WebSphere
    - Tivoli
    - FileNet
    - Cognos
    - Security Network

The State currently has a separate license agreement to purchase FileNet products which expires in 2013. The State reserves the right to add FileNet products to this Contract in the future.

1.102   OUT OF SCOPE

- Hardware Purchases
- Installation
- Integration
- Consulting Services

In the event of future IBM software product releases, they shall be considered in scope if the product(s) is branded by IBM as belonging to one of the in-scope categories, and is determined to exhibit functionality that supports the in-scope product suite's core function.

1.103   ENVIRONMENT

Contractor is required to review all applicable links provided below. The links provide information on the State's Enterprise IT policies, standards and procedures which includes security policy and procedures, IT strategic plan, eMichigan web development and the State Unified Information Technology Environment (SUITE).

Contractors are advised that the State has methods, policies, standards and procedures that have been developed over the years. Contractors are expected to conform to State IT policies and standards. All services and products provided as a result of this Contract must comply with all applicable State IT policies and standards in effect at the time the Contract is issued. The Contractor awarded the contract must request any exception to State IT policies and standards in accordance with the Michigan Department of Technology, Management and Budget (MDTMB) processes. It will be the responsibility of the State to deny the exception request or to seek a policy or standards exception.

Enterprise IT Policies, Standards and Procedures:
http://www.michigan.gov/dit/0,1607,7-139-34305---,00.html

All software and hardware items provided by the Contractor must run on and be compatible with the MDTMB Standard Information Technology Environment. Additionally, the State must be able to maintain software and other items produced as the result of the Contract. Therefore, non-standard development tools may not be used unless approved by MDTMB. The Contractor must request, in writing, approval to use non-standard software development tools, providing justification for the requested change and all costs associated with any change. The MDTMB Project Manager must approve any tools, in writing, before use on any information technology project.

It is recognized that technology changes rapidly. The Contractor may request, in writing, a change in the standard environment, providing justification for the requested change and all costs associated with any change. The State's Project Manager must approve any changes, in writing, and MDTMB, before work may proceed based on the changed environment.

Enterprise IT Security Policy and Procedures:
http://www.michigan.gov/dit/0,1607,7-139-34305-108216--,00.html

The State's security environment includes:
- MDTMB Single Login.
- MDTMB provided SQL security database.
- Secured Socket Layers.
- SecureID (State Security Standard for external network access and high risk Web systems)

IT Strategic Plan:
http://www.michigan.gov/dit/0,1607,7-139-30637-135173--,00.html

IT eMichigan Web Development Standard Tools:
http://www.michigan.gov/documents/Look_and_Feel_Standards_2006_v3_166408_7.pdf

The State Unified Information Technology Environment (SUITE):
Includes standards for project management, systems engineering, and associated forms and templates – must be followed: http://www.michigan.gov/suite

1.104 Work And Deliverables
A. Software
Contractor must be an authorized provider of IBM software products, and must be able to provide all the products listed in Appendix A. Contractor must have the ability to provide a pre-determined discount level for all of the listed IBM Products, without an upfront volume commitment from the State of Michigan.

Contractor shall not provide unlicensed software to the State. Contractor shall only provide installable copies of software for which the State has obtained license. For software installations where separately licensed functions or features are bundled in the same source-code file, Contractor shall provide control of access to the separately licensed features, through issue of a license authorization key or equivalent.

License verification, compliance, & audit terms, if they exist as part of an applicable contract or software license agreement, must be identified as part of any audit.

As part of an audit, MDTMB will only provide information relevant to determine license compliance. MDTMB reserves the right to request explanation for the relevance of any information the software vendor requests and is the sole authority for determining the information's relevance to license compliance.

MDTMB will not install 3rd-party software measurement or compliance tools on State computing systems as part of an audit. MDTMB may at its discretion agree to use software tools it has pre-tested or made standard for such purposes.

If it becomes necessary to provide State sensitive data to a vendor as part of an audit, the Contractor shall comply with all State laws, policies, & procedures, for protection of sensitive data. The Contractor shall accept full responsibility and liability for risk of compromise of sensitive data.

B. Software maintenance & technical support
Contractor is an authorized provider of IBM software maintenance and technical support, and will provide the following:

Software Maintenance

- o Product upgrades via download or CD delivery based on location and eNotification preferences.
- o eNotifications to alert SOM when new product releases and versions of owned licensed products become available will be sent to the identified License Coordinator**.**

Technical Support

- o Telephone access to technical product specialists for answers to product-specific and task-oriented questions regarding any technical issues--from the installation to the operation of currently supported IBM software products.
- o Electronic access to IBM's technical support knowledge bases
- o Online access to 24x7 technical support including enhanced self-help and search capabilities available via the IBM Software Support Web site
- o Provide direct access to IBM product development labs and IBM software brand executives
- o Offer product briefings to discuss future directions, roadmaps and strategy for all listed products, as required by the State of Michigan.
- o Offer Proof of Technology education sessions to State personnel at no charge

C. Transfer and Assignment
- o MDTMB, on behalf of the State Executive Branch, manages IBM Software licenses as an enterprise program. All IBM licenses purchased by the State are transferable and

assignable to any State computer system operated on behalf of the State Executive Branch.
  o The State may not assign this Contract or transfer a Program License to a legal entity separate from the State without the prior written consent of Contractor. Contractor shall not unreasonably withhold or delay such consent.
  o IBM licenses its programs based on the International Program License Agreement and will provide "Proof of Entitlement" ("PoE"); evidence of Licensee's Authorized Use prior to each annual maintenance renewal to the identified License Coordinator.

1.200   Roles and Responsibilities

1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

The Contractor will identify a Single Point of Contact (SPOC). The duties of the SPOC shall include, but not be limited to:

- supporting the management of the Contract,
- facilitating dispute resolution, and
- advising the State of performance under the terms and conditions of the Contract.

The State reserves the right to require a change in the current SPOC if the assigned SPOC is not, in the opinion of the State, adequately serving the needs of the State.

1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES

Name	Agency/Division	Title
Reid Sisson	MDTMB/Enterprise Portfolio Management Office	License Coordinator
Diana Quintero	MDTMB/Enterprise Portfolio Management Office	Program Manager
Michael Breen	MDTMB/Purchasing	Contract Administrator

1.300   Project Plan

1.301 PROJECT PLAN MANAGEMENT – DELETED NA

1.302 REPORTS

Reporting formats must be submitted to the State's Program Manager for approval within 10 business days after the execution of the contract resulting from this RFP. Once both parties have agreed to the format of the report, it shall become the standard to follow for the duration of the contract.

- Monthly software licenses purchased
- Monthly software licenses purchased by PO Number, Agency and Product Description
- Quarterly software maintenance renewals due, 90 days out
- Quarterly software maintenance renewed, past 90 days
- Quarterly IBM software roadmap update

1.400   Project Management – Deleted NA

1.500   Acceptance – Deleted NA

1.600   Compensation and Payment

1.601   COMPENSATION AND PAYMENT

See Appendix A Cost Table

Travel - The State will not pay for any travel expenses, including hotel, mileage, meals, parking, etc. Travel time will not be reimbursed.

Invoicing - Contractor will submit properly itemized invoices to "Bill To" Address on Purchase Order. Incorrect or incomplete invoices will be returned to Contractor for correction and reissue. Invoices must provide and itemize, as applicable:
- Contract number;
- Purchase Order number
- Contractor name, address, phone number, and Federal Tax Identification Number;
- Description of any commodities/hardware, including quantity ordered;
- Date(s) of delivery and/or date(s) of installation and set up;
- Price for each item, or Contractor's list price for each item and applicable discounts;
- Maintenance charges;
- Net invoice price for each item;
- Shipping costs;
- Other applicable charges;
- Total invoice price; and
- Payment terms, including any available prompt payment discounts.

The State may pay maintenance and support charges on a monthly basis, in arrears. Payment of maintenance service/support of less than one (1) month's duration shall be prorated at 1/30th of the basic monthly maintenance charges for each calendar day.

Article 2 - Terms and Conditions

2.001 CONTRACT TERM

This Contract is for a period of three years beginning October 1, 2010 through September 30, 2013. All outstanding Purchase Orders must also expire upon the termination for any of the reasons listed in **Section 2.150** of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, shall remain in effect for the balance of the fiscal year for which they were issued.

2.002 OPTIONS TO RENEW

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to five additional one-year periods.

2.003 LEGAL EFFECT

Contractor shall show acceptance of this Contract by signing two copies of the Contract and returning them to the Contract Administrator. The Contractor shall not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against the Contract has been issued.

2.004 ATTACHMENTS & EXHIBITS

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

2.005 ORDERING

The State will issue a written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order, which must be approved by the Contract Administrator or the Contract Administrator's designee, to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown, however, the Contractor will be required to furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

2.006 ORDER OF PRECEDENCE

The Contract, including any Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005.**

In the event of any inconsistency between the terms of the Contract and and Exhibits, the terms of the SSSO, Article 2 and Exhibits will take precedence provided, however, that a Exhibits may not modify or amend the terms of the Contract, which may be modified or amended only by a formal Contract amendment.

2.007 HEADINGS

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of the Contract.

2.008 FORM, FUNCTION & UTILITY

If the Contract is for use of more than one State agency and if the Deliverable/Service does not the meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

2.009 REFORMATION AND SEVERABILITY

Each provision of the Contract is severable from all other provisions of the Contract and, if one or more of the provisions of the Contract is declared invalid, the remaining provisions of the Contract remain in full force and effect.

2.10 Consents and Approvals

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

2.011 NO WAIVER OF DEFAULT

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

2.012 SURVIVAL

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section

2.020 Contract Administration

2.021 ISSUING OFFICE

This Contract is issued by the Department of Management and Budget, Purchasing Operations and [insert agency] (collectively, including all other relevant State of Michigan departments and agencies, the "State"). Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. The Purchasing Operations Contract Administrator for this Contract is:

2.022 CONTRACT COMPLIANCE INSPECTOR

The Director of Purchasing Operations directs the person named below, or his or her designee, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. **Monitoring Contract activities does not imply the authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract. Purchasing Operations is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contract Compliance Inspector for this Contract is:

2.023 PROJECT MANAGER-A

The following individual will oversee the project:

2.024 CHANGE REQUESTS

The State reserves the right to request from time to time any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the Services/Deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the State requests or directs the Contractor to perform any Services/Deliverables that are outside the scope of the Contractor's responsibilities under the Contract ("New Work"), the Contractor must notify the State promptly, and before commencing performance of the requested activities, that it believes the requested activities are New Work. If the Contractor fails to notify the State before commencing performance of the requested activities, any such activities performed before the Contractor gives notice shall be conclusively considered to be in-scope Services/Deliverables, not New Work.

If the State requests or directs the Contractor to perform any services or provide deliverables that are consistent with and similar to the Services/Deliverables being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the Statements of Work, then before performing such services or providing such deliverables, the Contractor shall notify the State in writing that it considers the services or deliverables to be an Additional Service/Deliverable for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable. If the Contractor does so notify the State, then such a service or deliverable shall be governed by the Change Request procedure in this Section.

In the event prices or service levels are not acceptable to the State, the Additional Services or New Work shall be subject to competitive bidding based upon the specifications.

(1) Change Request at State Request
     If the State should require Contractor to perform New Work, Additional Services or make changes to the Services that would affect the Contract completion schedule or the amount of compensation due Contractor (a "Change"), the State shall submit a written request for Contractor to furnish a proposal for carrying out the requested Change (a "Change Request").
(2) Contractor Recommendation for Change Requests:
     Contractor shall be entitled to propose a Change to the State, on its own initiative, should it be of the opinion that this would benefit the Contract.
(3) Upon receipt of a Change Request or on its own initiative, Contractor shall examine the implications of the requested Change on the technical specifications, Contract schedule and price of the Deliverables and Services and shall submit to the State without undue delay a written proposal for carrying out the Change. Contractor's proposal will include any associated changes in the technical specifications, Contract schedule and price and method of pricing of the Services. If the Change is to be performed on a time and materials basis, the Amendment Labor Rates shall apply to the provision of such Services. If Contractor provides a written proposal and should Contractor be of the opinion that a requested Change is not to be recommended, it shall communicate its opinion to the State but shall nevertheless carry out the Change as specified in the written proposal if the State directs it to do so.
(4) By giving Contractor written notice within a reasonable time, the State must be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").
(5) No proposed Change must be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Management and Budget, Purchasing Operations.
(6) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

2.025 NOTICES

Any notice given to a party under the Contract must be deemed effective, if addressed to the party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system State:
State of Michigan

Purchasing Operations
Attention:
PO Box 30026
530 West Allegan
Lansing, Michigan 48909

Contractor:
Name:
Address:

Either party may change its address where notices are to be sent by giving notice according to this Section.

2.026 BINDING COMMITMENTS

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the Contract. Contractor may change the representatives from time to time upon written notice.

2.027 RELATIONSHIP OF THE PARTIES

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of Contractor or any of its Subcontractors must be or must be deemed to be an employee, agent or servant of the State for any reason. Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the Contract.

2.028 COVENANT OF GOOD FAITH

Each party must act reasonably and in good faith. Unless stated otherwise in the Contract, the parties will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

2.029 ASSIGNMENTS

(a) Neither party may assign a contract exclusively for services, or assign or delegate any of its duties or obligations under such contract, to another party (whether by operation of law or otherwise), without the prior approval of the other party. The State may, however, assign such contract to any other State agency, department, or division without the prior approval of the Contractor.

(b) If the Contractor intends to assign such contract or any of the Contractor's rights or duties under such contract, the Contractor must notify the State and provide adequate information about the assignee at least 90 days before the proposed assignment or as otherwise provided by law or court order. The State may withhold approval from proposed assignments, subcontracts, or novations if the State determines, in its sole discretion, that the transfer of responsibility would decrease the State's likelihood of receiving performance on such contract or the State's ability to recover damages.

(c) If the State permits an assignment, the State may, or may not, agree to do future business with such assignee. Contractor agrees that such assignee shall satisfy the contractual obligations to the State after such assignment. If the Contractor assigns it right to receive payments, Contractor is not relieved of its responsibility to perform any of its contractual duties

2.030   General Provisions

2.031 MEDIA RELEASES

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.

2.032 CONTRACT DISTRIBUTION

Purchasing Operations retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Purchasing Operations.

2.033 PERMITS

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State must pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.034 WEBSITE INCORPORATION

See SSSO ,"Other Terms and Conditions"

2.035 Future Bidding Preclusion

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP; it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP

2.036 FREEDOM OF INFORMATION

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

2.037 DISASTER RECOVERY – DELETED NA

2.040   Financial Provisions

2.041 FIXED PRICES FOR SERVICES/DELIVERABLES – DELETED NA

2.042 ADJUSTMENTS FOR REDUCTIONS IN SCOPE OF SERVICES/DELIVERABLES

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

2.043 SERVICES/DELIVERABLES COVERED

For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under this Contract, the State shall not be obligated to pay any amounts in addition to the charges specified in this Contract.

2.044 INVOICING AND PAYMENT – IN GENERAL

(a) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.
(b) Each Contractor invoice will show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis will show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.600**.
(c) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.

(d) All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Purchasing Operations, Department of Management & Budget. This activity will occur only upon the specific written direction from Purchasing Operations.

The specific payment schedule for any Contract(s) entered into, as the State and the Contractor(s) will mutually agree upon. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

The Government may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.045 PRO-RATION

To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.

2.046 ANTITRUST ASSIGNMENT

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

2.047 FINAL PAYMENT

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.048 ELECTRONIC PAYMENT REQUIREMENT

Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at http://www.cpexpress.state.mi.us. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment will be made by electronic fund transfer (EFT).

2.050   Taxes

2.051 EMPLOYMENT TAXES

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes.

2.052 SALES AND USE TAXES

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two or more trades or businesses under common control" the term "organization" means sole proprietorship, a partnership (as defined in § 701(a) (2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

2.061   CONTRACTOR PERSONNEL QUALIFICATIONS

All persons assigned by Contractor to the performance of Services under this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

2.062   CONTRACTOR KEY PERSONNEL

(a)   The Contractor must provide the Contract Compliance Inspector with the names of the Key Personnel.

(b)   Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.

(c)   The State will have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, will introduce the individual to the appropriate State representatives, and will provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.

(d)   Contractor must not remove any Key Personnel from their assigned roles on the Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel's employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.

(e)   The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

2.063   RE-ASSIGNMENT OF PERSONNEL AT THE STATE'S REQUEST

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted for a time as agreed to by the parties.

2.064   CONTRACTOR PERSONNEL LOCATION

All staff assigned by Contractor to work on the Contract will perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel will, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.065 CONTRACTOR IDENTIFICATION

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.066 COOPERATION WITH THIRD PARTIES

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor will provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with this Contract and will not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with the requests for access.

2.067 CONTRACT MANAGEMENT RESPONSIBILITIES

Contractor shall be responsible for all acts and omissions of its employees, as well as the acts and omissions of any other personnel furnished by Contractor to perform the Services. Contractor shall have overall responsibility for managing and successfully performing and completing the Services/Deliverables, subject to the overall direction and supervision of the State and with the participation and support of the State as specified in this Contract. Contractor's duties will include monitoring and reporting the State's performance of its participation and support responsibilities (as well as Contractor's own responsibilities) and providing timely notice to the State in Contractor's reasonable opinion if the State's failure to perform its responsibilities in accordance with the Project Plan is likely to delay the timely achievement of any Contract tasks.

The Contractor will provide the Services/Deliverables directly or through its affiliates, subsidiaries, subcontractors or resellers. Regardless of the entity providing the Service/Deliverable, the Contractor will act as a single point of contact coordinating these entities to meet the State's need for Services/Deliverables. Nothing in this Contract, however, shall be construed to authorize or require any party to violate any applicable law or regulation in its performance of this Contract.

2.068 CONTRACTOR RETURN OF STATE EQUIPMENT/RESOURCES

The Contractor must return to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

2.070   Subcontracting by Contractor

2.071 CONTRACTOR FULL RESPONSIBILITY

Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

2.072 STATE CONSENT TO DELEGATION

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Management and Budget, Purchasing Operations has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work will not be counted for a time agreed upon by the parties.

2.073 SUBCONTRACTOR BOUND TO CONTRACT

In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract. A list of the Subcontractors, if any, approved by the State as of the execution of this Contract, together with a copy of the applicable subcontract is attached.

2.074 FLOW DOWN

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, and 2.200** in all of its agreements with any Subcontractors.

2.075 COMPETITIVE SELECTION

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

2.080   State Responsibilities

2.081 EQUIPMENT

The State will provide only the equipment and resources identified in the Statements of Work and other Contract Exhibits.

2.082 FACILITIES

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor must have reasonable access to, and unless agreed otherwise by the parties in writing must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor agrees that it will not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

2.090   Security

2.091 BACKGROUND CHECKS

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

All Contractor personnel will also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See http://www.michigan.gov/dit. Furthermore, Contractor personnel will be expected to agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff will be expected to comply with all Physical Security procedures in place within the facilities where they are working.

2.092 SECURITY BREACH NOTIFICATION

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.093 PCI DATA SECURITY REQUIREMENTS

Contractors with access to credit/debit card cardholder data must adhere to the Payment Card Industry (PCI) Data Security requirements. Contractor agrees that they are responsible for security of cardholder data in their possession. Contractor agrees that data can ONLY be used for assisting the State in completing a transaction, supporting a loyalty program, supporting the State, providing fraud control services, or for other uses specifically required by law.

Contractor agrees to provide business continuity in the event of a major disruption, disaster or failure.

The Contractor will contact the Department of Management and Budget, Financial Services immediately to advise them of any breaches in security where card data has been compromised.   In the event of a security intrusion, the Contractor agrees the Payment Card Industry representative, or a Payment Card Industry approved third party, will be provided with full cooperation and access to conduct a thorough security review. The review will validate compliance with the Payment Card Industry Data Security Standard for protecting cardholder data.
Contractor agrees to properly dispose sensitive cardholder data when no longer needed. The Contractor will continue to treat cardholder data as confidential upon contract termination.

The Contractor will provide the Department of Management and Budget, Financial Services documentation showing PCI Data Security certification has been achieved. The Contractor will advise the Department of Management and Budget, Financial Services of all failures to comply with the PCI Data Security Requirements. Failures include, but are not limited to system scans and self-assessment questionnaires. The Contractor will provide a time line for corrective action.

2.100   Confidentiality

2.101 CONFIDENTIALITY

Contractor and the State each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below), which is marked confidential, restricted, proprietary, or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. "Confidential Information" excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

2.102   PROTECTION AND DESTRUCTION OF CONFIDENTIAL INFORMATION

The State and Contractor will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party will limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

2.103   EXCLUSIONS

Notwithstanding the foregoing, the provisions in this Section will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of this Section will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

2.104   NO IMPLIED RIGHTS

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.105   RESPECTIVE OBLIGATIONS

The parties' respective obligations under this Section must survive the termination or expiration of this Contract for any reason.

2.110   Records and Inspections

2.111   INSPECTION OF WORK PERFORMED

The State's authorized representatives must at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and must have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives must be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives.

2.112 EXAMINATION OF RECORDS

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The State must notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

2.113 RETENTION OF RECORDS

Contractor must maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records must be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

2.114 AUDIT RESOLUTION

If necessary, the Contractor and the State will meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the State must develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

2.115 ERRORS

If the audit demonstrates any errors in the documents provided to the State, then the amount in error must be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four invoices. If a balance remains after four invoices, then the remaining amount will be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the contract, whichever is earlier.

In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor must pay all of the reasonable costs of the audit.

2.120   Warranties

2.121 WARRANTIES AND REPRESENTATIONS

(The agency may include other contract specific warranties here, such as specific industry standards, professional standards, etc.)
The Contractor represents and warrants:
         (a) It is capable of fulfilling and will fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workmanlike manner and must meet the performance and operational standards required under this Contract.
         (b) The Contract appendices, attachments, and exhibits identify the equipment, software, and services necessary for the Deliverable(s) to comply with the Contract's requirements.
         (c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by the Contractor for this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any Deliverable(s). None of the Deliverable(s) provided by Contractor to the State, nor their use by the State, will infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party.
         (d) If the Contractor procures any equipment, software, or other Deliverable(s) for the State (including equipment, software, and other Deliverable(s) manufactured, re-marketed or otherwise sold by the Contractor

or under the Contractor's name), then the Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable(s).

(e) The Contract signatory has the authority to enter into this Contract on behalf of the Contractor.

(f) It is qualified and registered to transact business in all locations where required.

(g) Neither the Contractor nor any affiliates, nor any employee of either, has, will have, or will acquire, any interest that would conflict in any manner with the Contractor's performance of its duties and responsibilities to the State or otherwise create an appearance of impropriety with respect to the award or performance of this Contract. The Contractor must notify the State about the nature of any conflict or appearance of impropriety within two (2) days of learning about it.

(h) Neither the Contractor nor any affiliates, nor any employee of either, has accepted or will accept anything of value based on an understanding that the actions of the Contractor, its affiliates, or its employees on behalf of the State would be influenced. The Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.

(i) Neither the Contractor nor any affiliates, nor any employee of either, has paid or agreed to pay any person, other than bona fide employees and consultants working solely for the Contractor or the affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(j) The Contractor arrived at its proposed prices independently, without communication or agreement with any other bidder for the purpose of restricting competition. The Contractor did not knowingly disclose its quoted prices for this Contract to any other bidder before the award of the Contract. The Contractor made no attempt to induce any other person or entity to submit or not submit a proposal for the purpose of restricting competition.

(k) All financial statements, reports, and other information furnished by the Contractor to the State in connection with the award of this Contract fairly and accurately represent the Contractor's business, properties, financial condition, and results of operations as of the respective dates covered by the financial statements, reports, or other information. There has been no material adverse change in the Contractor's business, properties, financial condition, or results of operation.

(l) All written information furnished to the State by or for the Contractor in connection with the award of this Contract is true, accurate, and complete, and contains no false statement of material fact nor omits any material fact that would make the submitted information misleading.

(m) It will immediately notify DTMB-Purchasing Operations if any of the certifications, representations, or disclosures made in the Contractor's original bid response change after the Contract is awarded.

2.122 WARRANTY OF MERCHANTABILITY – DELETED NA

2.123 WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE – DELETED NA

2.124 WARRANTY OF TITLE

The Contractor must convey good title to any Deliverable(s) provided to the State. All Deliverable(s) provided by the Contractor must be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Deliverable(s) provided by the Contractor must be delivered free of any rightful claim of infringement by any third person.

2.125 EQUIPMENT WARRANTY

(This section is necessary only if equipment is being purchased. If not necessary, the agency should replace the text of the section with "Deleted, Not Applicable.")

(a) The Contractor represents and warrants that the equipment/system(s) are in good operating condition and perform to the requirements contained in this Contract at the time of Final Acceptance, and for a period of one year (the time period may be changed) following Final Acceptance.

(b) To the extent the Contractor is responsible for maintaining equipment/system(s), the Contractor represents and warrants that it will maintain the equipment/system(s) in good operating condition and will undertake all repairs and preventive maintenance according to the applicable manufacturer's recommendations for the period specified in this Contract.

(c) The Contractor must provide a toll-free telephone number for the State to report equipment failures and problems.

(d) Within [insert number of days that the Deliverable(s) must be fixed within] Days of notification, the Contractor must adjust, repair or replace all equipment that is defective or not performing in compliance with the

Contract. The Contractor must assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

      (e) The Contractor agrees that all warranty service it provides must be performed by Original Equipment Manufacturer (OEM) trained, certified, and authorized technicians.

      (f) The Contractor is the sole point of contact for warranty service.

      (g) All warranty work must be performed at State locations.

EQUIPMENT TO BE NEW

The Contractor must provide new Deliverable(s) where the Contractor knows or has the ability to select between new or like-new   Unless specified in Article 1, Statement of Work, equipment that is assembled from new or serviceable used parts that are like new in performance is acceptable only where the Contractor does not have knowledge or the ability to select one or the other.

2.127 PROHIBITED PRODUCTS

Shipping of salvage, distressed, outdated, or discontinued goods to any State agency will be considered a material default by the Contractor. The brand and product number offered for all items will remain consistent for the term of the Contract, unless DTMB-Purchasing Operations has approved a change order under Section 2.024 Contract Changes.

2.128 CONSEQUENCES FOR BREACH-

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in Section 2.310, Warranties, the breach may be considered a material default.

2.130   Insurance

2.131 LIABILITY INSURANCE

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims that may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether the services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under this Contract.

All insurance coverage provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State.
See www.michigan.gov/dleg.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

The Contractor is required to pay for and provide the type and amount of insurance checked ☑ below:

☐   1.   Commercial General Liability with the following minimum coverage:

        $2,000,000 General Aggregate Limit other than Products/Completed Operations
        $2,000,000 Products/Completed Operations Aggregate Limit
        $1,000,000 Personal & Advertising Injury Limit
        $1,000,000 Each Occurrence Limit

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☐   2.   If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☐   3.   Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

☐   4.   Employers liability insurance with the following minimum limits:

> $100,000 each accident
> $100,000 each employee by disease
> $500,000 aggregate disease

☐   5.   Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars ($1,000,000.00) with a maximum deductible of fifty thousand dollars ($50,000.00).

☐   6.   Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars ($10,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.

☐   7.   Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars ($3,000,000.00) each occurrence and three million dollars ($3,000,000.00) annual aggregate.

☐   8.   Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.

2.132 SUBCONTRACTOR INSURANCE COVERAGE

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) must fully comply with the insurance coverage required in

this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

2.133 CERTIFICATES OF INSURANCE AND OTHER REQUIREMENTS

Contractor must furnish to DMB Purchasing Operations, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **The Contract Number or the Purchase Order Number must be shown on the Certificate Of Insurance To Assure Correct Filing.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverage afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insured under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed; to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

2.140   Indemnification

2.141 GENERAL INDEMNIFICATION

To the extent permitted by law and subject to the Limitation of Liability, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

2.142 CODE INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

2.143 EMPLOYEE INDEMNIFICATION

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

2.144 PATENT/COPYRIGHT INFRINGEMENT INDEMNIFICATION

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including

reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) payable to a third party that is incurred in connection with any action or proceeding threatened or brought against the State to the extent that the action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it. . The foregoing is the State's exclusive remedy and Contractor's entire obligation regarding any third party intellectual property claims.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment, software or commodities not supplied by the Contractor under this Contract; or (iv) the distribution, operation or use of a Product by a third party; or (v) infringement by equipment, software, commodity or service that is owned by a third party.

2.145 CONTINUATION OF INDEMNIFICATION OBLIGATION

The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

2.146 INDEMNIFICATION PROCEDURES

The procedures set forth below must apply to all indemnity obligations under this Contract.

(a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor.and to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

2.150   Termination/Cancellation.

2.151 NOTICE AND RIGHT TO CURE

See IPLA, Section 8. "Warranty and Exclusions"

2.153 TERMINATION FOR CONVENIENCE

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest as long as all option charges have been paid. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a)

the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. . Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

2.154   TERMINATION FOR NON-APPROPRIATION

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

(b)   If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c)   If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section will not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.155   TERMINATION FOR CRIMINAL CONVICTION

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

2.156   TERMINATION FOR APPROVALS RESCINDED

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

2.157   RIGHTS AND OBLIGATIONS UPON TERMINATION

(a)   If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b)   Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c)   Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.158 RESERVATION OF RIGHTS

Any termination of this Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

2.160   Termination by Contractor

2.161 TERMINATION BY CONTRACTOR

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

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.160** before it terminates the Contract.

2.170   Transition Responsibilities – Deleted NA

2.180   Stop Work

2.181 STOP WORK ORDERS

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under this **Section 2.150**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.130**.

2.182 CANCELLATION OR EXPIRATION OF STOP WORK ORDER

The Contractor must resume work if the State cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.024**.

2.183 ALLOWANCE OF CONTRACTOR COSTS

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, the termination must be deemed to be a termination for convenience under **Section 2.153**, and the State will pay reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State is not liable to Contractor for loss of profits because of a stop work order issued under this Section**.**

2.191 IN GENERAL

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

2.192 INFORMAL DISPUTE RESOLUTION

(a)   All disputes between the parties must be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DMB, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:

(1)   The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.

(2)   During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract will be honored in order that each of the parties may be fully advised of the other's position.

(3)   The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.

(4)   Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DMB, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b)   This Section will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under Section 2.193.

(c)   The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

2.193 INJUNCTIVE RELIEF

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is the that the damages to the party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.194 CONTINUED PERFORMANCE

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.

2.201 NONDISCRIMINATION

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter

directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, and marital status, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

2.202 UNFAIR LABOR PRACTICES

Under 1980 PA 278, MCL 423.321, et seq., the State must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.203 WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT

In performing Services for the State, the Contractor must comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor must comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html.

2.204 PREVAILING WAGE

The rates of wages and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this Contract in privity of contract with the Contractor shall not be less than the wage rates and fringe benefits established by the Michigan Department of Labor and Economic Development, Wage and Hour Bureau, schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor shall include all general contractors, prime contractors, project managers, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.

The Contractor, its subcontractors, their subcontractors and all persons involved with the performance of this contract in privity of contract with the Contractor shall keep posted on the work site, in a conspicuous place, a copy of all wage rates and fringe benefits as prescribed in the contract. You must also post, in a conspicuous place, the address and telephone number of the Michigan Department of Labor and Economic Development, the office responsible for enforcement of the wage rates and fringe benefits. You shall keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with this contract. This record shall be available to the State upon request for reasonable inspection.

If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted shall also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.

2.210   *Governing Law*

2.211 GOVERNING LAW

The Contract must in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.212 COMPLIANCE WITH LAWS

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

2.213 JURISDICTION

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.220 Limitation of Liability

2.221 LIMITATION OF LIABILITY

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The Contractor's liability for damages to the State is limited to direct damages not to exceed the total contract value of the applicable SSSO.(one year) The foregoing limitation of liability does not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor is limited to the value of the Contract.

2.230 Disclosure Responsibilities

2.231 DISCLOSURE OF LITIGATION

Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions and any claim or written allegation of fraud against the Contractor (or, if the Contractor is aware, any Subcontractor) by a governmental or public entity arising out of the Contractor's business dealings with governmental or public entities, to which Contractor (or, to the extent Contractor is aware, any Subcontractor hereunder) is a party. Contractor will satisfy this requirement through submission of their annual report.

2.232 CALL CENTER DISCLOSURE

Contractor and/or all subcontractors involved in the performance of this Contract providing call or contact center services to the State may disclose the location of its call or contact center services to inbound callers. -

2.233 BANKRUPTCY

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:
(a)   the Contractor files for protection under the bankruptcy laws;
(b)   an involuntary petition is filed against the Contractor and not removed within 30 days;
(c   the Contractor becomes insolvent be adjudicated bankrupt or if a receiver is appointed due to the Contractor's insolvency;
(d)   the Contractor makes a general assignment for the benefit of creditors; or
(e)   the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.
Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process must be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

2.241 TIME OF PERFORMANCE

(a)   Contractor must use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.

(b)   Without limiting the generality of **Section 2.241,** Contractor must notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.

(c)   If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.242 SERVICE LEVEL AGREEMENT

(a)   SLAs will be completed with the following operational considerations:

   (1) SLAs will not be calculated for individual Incidents where any event of Excusable Failure has been determined; Incident means any interruption in Services.

   (2) SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification or coordination.

   (3) SLAs will not apply if the applicable Incident could have been prevented through planning proposed by Contractor and not implemented at the request of the State. To invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.

   (4) Time period measurements will be based on the time Incidents are received by the Contractor and the time that the State receives notification of resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following:

      (i)   Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification and resolution.

      (ii) Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.

(b)   Chronic Failure for any Service(s) will be defined as three unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling 30 day period. Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different vendor for the chronic location(s) with Contractor to pay the difference in charges for up to three additional months. The termination of the Service will not affect any tiered pricing levels.

(c)   Root Cause Analysis will be performed on any Business Critical outage(s) or outage(s) on Services when requested by the Contract Administrator. Contractor will provide its analysis within two weeks of outage(s) and provide a recommendation for resolution.

(d)   All decimals must be rounded to two decimal places with five and greater rounding up and four and less rounding down unless otherwise specified.

2.243 LIQUIDATED DAMAGES – DELETED NA

2.244 EXCUSABLE FAILURE

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions

and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.250   Approval of Deliverables

2.251 DELIVERY OF DELIVERABLES

A list of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable") or a Custom Software Deliverable is attached, if applicable. All Deliverables shall be completed and delivered for State review and written approval and, where applicable, installed in accordance with the State-approved delivery schedule and any other applicable terms and conditions of this Contract.

Prior to delivering any Deliverable to the State, Contractor will first perform all required quality assurance activities, and, in the case of Custom Software Deliverables, System Testing to verify that the Deliverable is complete and in conformance with its specifications. Before delivering a Deliverable to the State, Contractor shall certify to the State that (1) it has performed such quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during such quality assurance activities and testing, (4) the Deliverable is in a suitable state of readiness for the State's review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied.

In discharging its obligations under this Section, Contractor shall be at all times (except where the parties agree otherwise in writing) in compliance with Level 3 of the Software Engineering Institute's Capability Maturity Model for Software ("CMM Level 3") or its equivalent.

2.252 CONTRACTOR SYSTEM TESTING

Contractor will be responsible for System Testing each Custom Software Deliverable in Contractor's development environment prior to turning over the Custom Software Deliverable to the State for User Acceptance Testing and approval. Contractor's System Testing shall include the following, at a minimum, plus any other testing required by CMM Level 3 or Contractor's system development methodology:

Contractor will be responsible for performing Unit Testing and incremental Integration Testing of the components of each Custom Software Deliverable.

Contractor's System Testing will also include Integration Testing of each Custom Software Deliverable to ensure proper inter-operation with all prior software Deliverables, interfaces and other components that are intended to inter-operate with such Custom Software Deliverable, and will include Regression Testing, volume and stress testing to ensure that the Custom Software Deliverables are able to meet the State's projected growth in the number and size of transactions to be processed by the Application and number of users, as such projections are set forth in the applicable Statement of Work.

Contractor's System Testing will also include Business Function Testing and Technical Testing of each Application in a simulated production environment. Business Function Testing will include testing of full work streams that flow through the Application as the Application will be incorporated within the State's computing environment. The State shall participate in and provide support for the Business Function Testing to the extent reasonably requested by Contractor. Within ten (10) days before the commencement of Business Function Testing pursuant to this Section, Contractor shall provide the State for State review and written approval Contractor's test plan for Business Function Testing.

Within five (5) Business Days following the completion of System Testing pursuant to this **Section**, Contractor shall provide to the State a testing matrix establishing that testing for each condition identified in the System Testing plans has been conducted and successfully concluded. To the extent that testing occurs on State premises, the State shall be entitled to observe or otherwise participate in testing under this Section as the State may elect.

2.253   APPROVAL OF DELIVERABLES, IN GENERAL

All Deliverables (Written Deliverables and Custom Software Deliverables) require formal written approval by the State, in accordance with the following procedures. Formal approval by the State requires that the Deliverable be confirmed in writing by the State to meet its specifications, which, in the case of Custom Software Deliverables, will include the successful completion of State User Acceptance Testing, to be led by the State with the support and assistance of Contractor. The parties acknowledge that the approval process set forth herein will be facilitated by ongoing consultation between the parties, visibility of interim and intermediate Deliverables and collaboration on key decisions.

The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables being reviewed. If Contractor fails to provide a Deliverable to the State in a timely manner, the State will nevertheless use commercially reasonable efforts to complete its review or testing within the applicable State Review Period.

Before commencement of its review or testing of a Deliverable, the State may inspect the Deliverable to confirm that all components of the Deliverable (e.g., software, associated documentation, and other materials) have been delivered. If the State determines that the Deliverable is incomplete, the State may refuse delivery of the Deliverable without performing any further inspection or testing of the Deliverable. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable and the applicable certification by Contractor in accordance with this Section.

The State will approve in writing a Deliverable upon confirming that it conforms to and, in the case of a Custom Software Deliverable, performs in accordance with, its specifications without material deficiency. The State may, but shall not be required to, conditionally approve in writing a Deliverable that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable that remain outstanding at the time of State approval.

If, after three (3) opportunities (the original and two repeat efforts), Contractor is unable to correct all deficiencies preventing State approval of a Deliverable, the State may: (i) demand that Contractor cure the failure and give Contractor additional time to cure the failure at the sole expense of Contractor; or (ii) keep this Contract in force and do, either itself or through other parties, whatever Contractor has failed to do, in which event Contractor shall bear any excess expenditure incurred by the State in so doing beyond the contract price for such Deliverable and will pay the State an additional sum equal to ten percent (10%) of such excess expenditure to cover the State's general expenses without the need to furnish proof in substantiation of such general expenses; or (iii) terminate this Contract for default, either in whole or in part by notice to Contractor (and without the need to afford Contractor any further opportunity to cure). Notwithstanding the foregoing, the State shall not use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

The State, at any time and in its own discretion, may halt the UAT or approval process if such process reveals deficiencies in or problems with a Deliverable in a sufficient quantity or of a sufficient severity as to make the continuation of such process unproductive or unworkable. In such case, the State may return the applicable Deliverable to Contractor for correction and re-delivery prior to resuming the review or UAT process and, in that event, Contractor will correct the deficiencies in such Deliverable in accordance with the Contract, as the case may be.

Approval in writing of a Deliverable by the State shall be provisional; that is, such approval shall not preclude the State from later identifying deficiencies in, and declining to accept, a subsequent Deliverable based on or which incorporates or inter-operates with an approved Deliverable, to the extent that the results of subsequent review or testing indicate the existence of deficiencies in the subsequent Deliverable, or if the Application of which the subsequent Deliverable is a component otherwise fails to be accepted pursuant to **Section 2.080**.

2.254   PROCESS FOR APPROVAL OF WRITTEN DELIVERABLES

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Written Deliverable (failing which the State Review Period, by default, shall be five (5) Business Days for Written Deliverables of one hundred (100) pages or less and ten (10) Business Days for Written Deliverables of more than one hundred (100) pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable prior to its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Written Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Written Deliverable (or at the State's election, subsequent to approval of the Written Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within five (5) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Written Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Written Deliverable to confirm that the identified deficiencies have been corrected.

2.255   PROCESS FOR APPROVAL OF CUSTOM SOFTWARE DELIVERABLES

The State will conduct UAT of each Custom Software Deliverable in accordance with the following procedures to determine whether it meets the criteria for State approval – i.e., whether it conforms to and performs in accordance with its specifications without material deficiencies.

Within thirty (30) days (or such other number of days as the parties may agree to in writing) prior to Contractor's delivery of any Custom Software Deliverable to the State for approval, Contractor shall provide to the State a set of proposed test plans, including test cases, scripts, data and expected outcomes, for the State's use (which the State may supplement in its own discretion) in conducting UAT of the Custom Software Deliverable. Contractor, upon request by the State, shall provide the State with reasonable assistance and support during the UAT process.

For the Custom Software Deliverables listed in an attachment, the State Review Period for conducting UAT will be as indicated in the attachment. For any other Custom Software Deliverables not listed in an attachment, the State Review Period shall be the number of days agreed in writing by the parties (failing which it shall be forty-five (45) days by default). The State Review Period for each Custom Software Deliverable will begin when Contractor has delivered the Custom Software Deliverable to the State accompanied by the certification required by this Section and the State's inspection of the Deliverable has confirmed that all components of it have been delivered.

The State's UAT will consist of executing test scripts from the proposed testing submitted by Contractor, but may also include any additional testing deemed appropriate by the State. If the State determines during the UAT that the Custom Software Deliverable contains any deficiencies, the State will notify Contractor of the deficiency by making an entry in an incident reporting system available to both Contractor and the State. Contractor will modify promptly the Custom Software Deliverable to correct the reported deficiencies, conduct appropriate System Testing (including, where applicable, Regression Testing) to confirm the proper correction of the deficiencies and re-deliver the corrected version to the State for re-testing in UAT. Contractor will coordinate the re-delivery of corrected versions of Custom Software Deliverables with the State so as not to

disrupt the State's UAT process. The State will promptly re-test the corrected version of the Software Deliverable after receiving it from Contractor.

Within three (3) business days after the end of the State Review Period, the State will give Contractor a written notice indicating the State's approval or rejection of the Custom Software Deliverable according to the criteria and process set out in this Section.

2.256 FINAL ACCEPTANCE

"Final Acceptance" shall be considered to occur when the Custom Software Deliverable to be delivered has been approved by the State and has been operating in production without any material deficiency for fourteen (14) consecutive days. If the State elects to defer putting a Custom Software Deliverable into live production for its own reasons, not based on concerns about outstanding material deficiencies in the Deliverable, the State shall nevertheless grant Final Acceptance of the Project.

2.260   Ownership

2.261 OWNERSHIP OF WORK PRODUCT BY STATE – DELETED NA

2.262 VESTING OF RIGHTS – DELETED NA

2.263 RIGHTS IN DATA

The State is the owner of all data made available by the State to the Contractor or its agents, Subcontractors or representatives under the Contract. The Contractor will not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor. No employees of the Contractor, other than those on a strictly need-to-know basis, have access to the State's data. Contractor will not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, the Contractor must only use personally identifiable information as strictly necessary to provide the Services and must disclose the information only to its employees who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information.

The State is the owner of all State-specific data under the Contract. The State may use the data provided by the Contractor for any purpose. The State will not possess or assert any lien or other right against the Contractor's data. Without limiting the generality of this Section, the State may use personally identifiable information only as strictly necessary to utilize the Services and must disclose the information only to its employees who have a strict need to know the information, except as provided by law. The State must comply at all times with all laws and regulations applicable to the personally identifiable information. Other material developed and provided to the State remains the State's sole and exclusive property.

2.264 OWNERSHIP OF MATERIALS – DELETED NA

2.270   State Standards

2.271 EXISTING TECHNOLOGY STANDARDS

The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at http://www.michigan.gov/dit.

2.272 ACCEPTABLE USE POLICY

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see http://www.michigan.gov/ditservice. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

2.273 SYSTEMS CHANGES

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the Project Manager. Any changes Contractor makes to State systems with the State's approval must be done according to applicable State procedures, including security, access and configuration management procedures.

2.280 Extended Purchasing

2.281 MIDEAL (MICHIGAN DELIVERY EXTENDED AGREEMENTS LOCALLY

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. As a result of the enactment of this legislation, the MIDEAL Program has been developed. This program extends the use of state contracts to program members. The governmental agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of government secure a greater return for the expenditure of public funds.

In those cases, contract vendors supply merchandise at the established State of Michigan contract prices and terms. The Bidder must submit invoices and pay the authorized MIDEAL member on a direct and individual basis according to contract terms.

IT IS MANDATORY THAT ALL CONTRACTS RESULTING FROM THIS RFP WILL BE MADE AVAILABLE TO ALL STATE OF MICHIGAN AGENCIES AND AUTHORIZED MIDEAL PURCHASING PROGRAM MEMBERS.

Please Visit Mi DEAL at www.michigan.gov/buymichiganfirst under MiDeal.

Estimated requirements for authorized local units of government are not included in the quantities shown in this RFP.

2.282 STATE EMPLOYEE PURCHASES

The State allows State employees to purchase from this Contract. Unless otherwise stated, it is the responsibility of the Contractor to ensure that the State employee is an authorized purchaser before extending the Contract pricing.

The Contractor will supply Contract Services and Deliverables at the established State of Michigan contract prices and terms to the extent applicable and where available. The Contractor must send its invoices to and pay the State employee on a direct and individual basis.

To the extent that authorized State employees purchase quantities of Services or Deliverables under this Contract, the quantities of Services and/or Deliverables purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

2.290 Environmental Provision

2.291 ENVIRONMENTAL PROVISION

Energy Efficiency Purchasing Policy: The State seeks wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified 'Energy Star' products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

Environmental Purchasing Policy: The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to

promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that are to be considered include: recycled content and recyclables; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bioaccumulative. The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of this Contract. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

Hazardous Materials: For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health, natural resources or the environment. This includes, but is not limited to, materials the as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the Federal Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act.

(a) The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State and local laws. The State must provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State must advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.

(b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State must order a suspension of Work in writing. The State must proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State must terminate the affected Work for the State's convenience.

(c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor must resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in a time as mutually agreed by the parties.

(d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Labeling: Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html

Refrigeration and Air Conditioning: The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

Environmental Performance: Waste Reduction Program - Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).

2.301 SOFTWARE

A list of the items of software the State is required to purchase for execution the Contract is attached. The list includes all software required to complete the Contract and make the Deliverables operable; if any additional software is required in order for the Deliverables to meet the requirements of this Contract, such software shall be provided to the State by Contractor at no additional charge (except where agreed upon and specified in a Statement of Work or Contract Change Notice). The attachment also identifies certain items of software to be provided by the State.

2.302 HARDWARE

A list of the items of hardware the State is required to purchase for execution the Contract is attached. The list includes all hardware required to complete the Contract and make the Deliverables operable; if any additional hardware is required in order for the Deliverables to meet the requirements of this Contract, such hardware shall be provided to the State by Contractor at no additional charge (except where agreed upon and specified in a Contract Change Notice). The attachment also identifies certain items of hardware to be provided by the State.

2.303 EQUIPMENT TO BE NEW

If applicable, all equipment provided under this Contract by Contractor shall be new where Contractor has knowledge regarding whether the equipment is new or assembled from new or serviceable used parts that are like new in performance or has the option of selecting one or the other. Equipment that is assembled from new or serviceable used parts that are like new in performance is acceptable where Contractor does not have knowledge or the ability to select one or other, unless specifically agreed otherwise in writing by the State.

2.304 EQUIPMENT TO BE NEW AND PROHIBITED PRODUCTS

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Purchasing Operations has approved a change order pursuant to **Section 2.024.**

2.311 Performance **Warranty**
The Contractor represents and warrants that the Deliverable(s), after Final Acceptance, will perform in compliance with the requirements of this Contract for a period of ninety (90) days. The Contractor will promptly correct any breach of this warranty at no charge to the State.

EXCEPT AS OTHERWISE STATED, THE CONTRACTOR PROVIDES THE DELIVERABLE(S) 'AS IS' WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.312 NO SURREPTITIOUS CODE WARRANTY

The Contractor represents and warrants that no copy of licensed Software provided to the State by Contractor knowingly contains or will contain any Self-Help Code or any Unauthorized Code as defined below, except to the extent disclosed by IBM including in the product documentation This warranty is referred to in this Contract as the "No Surreptitious Code Warranty."

As used in this Contract, "Self-Help Code" means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than the licensee of the software, except to the extent such limitation is described in the product documentation or inherent in the offering (e.g. expiration of access at the end of a term license) Self-Help Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

As used in this Contract, "Unauthorized Code" means any virus, Trojan horse, spyware, worm or other Software routines or components designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data; or to perform any other such actions, except to the extent such action is related to a documented function of the Software The term Unauthorized Code does not include Self-Help Code. Unauthorized Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

2.313 CALENDAR WARRANTY

The Contractor represents and warrants that the design and performance of all software provided to the State will not cause the State to experience software abnormality or the generation of incorrect results, due to date or time oriented processing, such as processing related to Year 2000 rollover, leap years, and daylight savings time.

2.314 THIRD-PARTY SOFTWARE WARRANTY

SEE IPLA, SECTION 12, "THIRD PARTY NOTICES"

2.315 PHYSICAL MEDIA WARRANTY

SEE IPLA, SECTION 8, "WARRANTY AND EXCLUSIONS"

2.320   Software Licensing

2.321 CROSS-LICENSE, DELIVERABLES ONLY, LICENSE TO CONTRACTOR

The State grants to the Contractor, the royalty-free, world-wide, non-exclusive right and license under any Deliverable now or in the future owned by the State, or with respect to which the State has a right to grant such rights or licenses, to the extent required by the Contractor to market the Deliverables and exercise its full rights in the Deliverables, including, without limitation, the right to make, use and sell products and services based on or incorporating such Deliverables.

2.322 CROSS-LICENSE, DELIVERABLES AND DERIVATIVE WORK, LICENSE TO CONTRACTOR

The State grants to the Contractor, the royalty-free, world-wide, non-exclusive right and license under any Deliverable and/or Derivative Work now or in the future owned by the State, or with respect to which the State has a right to grant such rights or licenses, to the extent required by the Contractor to market the Deliverables and/or Derivative Work and exercise its full rights in the Deliverables and/or Derivative Work, including, without limitation, the right to make, use and sell products and services based on or incorporating such Deliverables and/or Derivative Work.

2.323 LICENSE BACK TO THE STATE

SEE IPLA, SECTION 3, "LICENSE GRANT"

2.324 LICENSE RETAINED BY CONTRACTOR

SEE IPLA, SECTION 3, "LICENSE GRANT"

2.325 PRE-EXISTING MATERIALS FOR CUSTOM SOFTWARE DELIVERABLES

Neither Contractor nor any of its Subcontractors shall incorporate any preexisting materials (including Standard Software) into Custom Software Deliverables or use any pre-existing materials to produce Custom Software Deliverables if such pre-existing materials will be needed by the State in order to use the Custom Software Deliverables unless (i) such pre-existing materials and their owners are identified to the State in writing and (ii) such pre-existing materials are either readily commercially available products for which Contractor or its Subcontractor, as the case may be, has obtained a license (in form and substance approved by the State) in the name of the State, or are materials that Contractor or its Subcontractor, as the case may be, has the right to

license to the State and has licensed to the State on terms and conditions approved by the State prior to using such pre-existing materials to perform the Services.

2.330   *Source Code Escrow – Deleted NA*

COVER DOCUMENT FOR CHANGES TO IBM LICENSING AGREEMENTS
Request for Proposal No. RFP-DR-084R0200103

1.) International Passport Advantage Agreement:

a.) The second paragraph in Sections 1.3.3 and 1.4.1 will not apply. (same language in both instances.)

"**IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE, EXPIRING SOFTWARE SUBSCRIPTION AND SUPPORT AND SELECTED SUPPORT ARE AUTOMATICALLY RENEWED TO THE NEXT ANNIVERSARY UNDER THE AGREEMENT TERMS AND AT THE THEN CURRENT RENEWAL CHARGES UNLESS, PRIOR TO THE EXPIRATION DATE, IBM RECEIVES, EITHER DIRECTLY FROM YOU OR THROUGH YOUR RESELLER, AS APPLICABLE, YOUR WRITTEN NOTIFICATION THAT YOU DO NOT WANT TO RENEW. YOU AGREE TO PAY SUCH RENEWAL CHARGES.**"

b.) Add the following language to Section 1.1.5 as it applies to accessing the URL for "License Information" (LI):
 "IBM will provide at time of execution of this SSSO all appropriate hard copies of the LI's applicable to the products provided in this SSSO and annually thereafter."

2.) International Program License Agreement:

a.) Add the following language to Section One as it applies to accessing the URL for "License Information" (LI):
"IBM will provide at time of execution of this SSSO all appropriate hard copies of the LI's applicable to the products provided in this SSSO and annually thereafter."

b.) Delete this following language from the last sentence in Section 9:
"and will be responsible for reasonable costs and other amounts that IBM may incur relating to any such information mistakenly provided to IBM or the loss or disclosure of such information by IBM, including those arising out of any third party claims."

Glossary

Days	Means calendar days unless otherwise specified.
24x7x365	Means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).
Additional Service	Means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Audit Period	See Section 2.110
Business Day	Whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.
Blanket Purchase Order	An alternate term for Contract as used in the States computer system.
Business Critical	Any function identified in any Statement of Work as Business Critical.
Chronic Failure	Defined in any applicable Service Level Agreements.
Deliverable	Physical goods and/or commodities as required or identified by a Statement of Work
MDTMB	Michigan Department of Technology, Management and Budget
Environmentally preferable products	A product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those that contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.
Excusable Failure	See Section 2.244.
Hazardous material	Any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).
Incident	Any interruption in Services.
ITB	A generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential bidders
Key Personnel	Any Personnel designated in Article 1 as Key Personnel.
New Work	Any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Ozone-depleting substance	Any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydro chlorofluorocarbons
Post-Consumer Waste	Any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.
Post-Industrial Waste	Industrial by-products that would otherwise go to disposal and wastes generated after completion of a manufacturing process, but do not include internally generated scrap commonly returned to industrial or manufacturing processes.
Recycling	The series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.
Deleted – Not Applicable	Section is not applicable or included in this RFP. This is used as a placeholder to maintain consistent numbering.
Reuse	Using a product or component of municipal solid waste in its original form more than once.
RFP	Request for Proposal designed to solicit proposals for services
Services	Any function performed for the benefit of the State.
Source reduction	Any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.
State Location	Any physical location where the State performs work. State Location may include

	state-owned, leased, or rented space.
Subcontractor	A company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.
Unauthorized Removal	Contractor's removal of Key Personnel without the prior written consent of the State.
Waste prevention	Source reduction and reuse, but not recycling.
Waste reduction and Pollution prevention	The practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.
Work in Progress	A Deliverable that has been partially prepared, but has not been presented to the State for Approval.
Work Product	Refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.

The terms of this Software and Services Special Option ("Agreement" or "SSSO") between the State of Michigan ("you") and International Business Machines Corporation ("IBM") allow you to receive from IBM the benefit of licensing plus IBM Software Subscription and Support or IBM Software Maintenance (independently or collectively "S&S") for certain Programs, other IBM Eligible Products, as well as the performance of certain associated services (collectively, the "SSSO Offerings") for one bottom-line price, payable in installments. These installments make up the Total Charges set forth in the "Charges" Section of this Agreement.

The terms of this Agreement are in addition to, and may modify (for the purposes of this Agreement only) those of the "Associated Documents" (Exhibits) which govern the acquisition of the SSSO Offerings. The terms of the Associated Documents are incorporated into this Agreement by reference. If there is a conflict among terms of this Agreement and those of the Associated Documents, for the purposes of this Agreement, those of this Agreement prevail.

The following IBM Agreements comprise the Associated Documents (Exhibits) that describe the software licensing, volume pricing and software subscription and support terms between you and IBM:

1. IBM International Program License Agreement ("IPLA");
2. IBM International Passport Advantage Agreement number 09362 ("IPAA");
3. Attachment for IBM Internet Security Systems (ISS) Products.

Freedom of Information

All information in this Agreement is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

Definitions

Total Charges
The sum of the charges for the Programs and services subject to this Agreement.

The definitions in the Associated Document(s) under which you have acquired a Program or Service shall apply to any capitalized term in this Agreement relating to such Program or Service, unless such term is modified under the terms of this Agreement.

Contract Period

This Agreement starts on September 30, 2010 ("Start Date") and remains in effect up to and including September 30, 2013 ("End Date"), unless earlier terminated as provided herein.

Eligible Programs

The Programs that qualify for the terms of this Agreement ("Eligible Programs") are the Programs listed on the Product List (Schedule A) 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 up to and including September 30, 2011.

Eligible Use of Programs

The following terms apply to the Eligible Programs:

a. The applicable Associated Documents for the Listed Programs identified in the schedules to this Agreement as "IPAA Programs" are the IPAA and the IPLA;
b. Attachment for IBM Internet Security Systems (ISS) Products
Use of all Eligible Programs is subject to the terms and conditions of the applicable Associated Documents, as if you were acquiring the licenses for such Programs separately at the most beneficial price for which you qualify. You may deploy the Listed Programs, as permitted by their Associated Documents referenced

in this Agreement, up to the maximum level of use authorizations (quantities) specified in the Product List attached to this Agreement. If your actual deployment of any of the Listed Programs has exceeded the specified maximum level of use authorizations (quantities), you agree to promptly notify IBM of such excess and to pay separately for such excess as IBM specifies in its invoice, at then current prices.

Compliance

You are responsible for (a) creating and maintaining accurate records of all deployments of Eligible Programs and of use authorizations (quantities), (b) ensuring that you do not exceed your use authorizations, and (c) remaining in compliance with the terms of this Agreement and the Associated Documents, including, without limitation, all of IBM's applicable licensing and pricing qualification terms (independently or collectively the "License Terms").

Upon reasonable notice IBM may verify your compliance with the License Terms at all sites and for all environments in which you use (for any purpose) Eligible Programs subject to the License Terms. As part of the definition of the verification process, IBM shall identify the scope of products to be audited. Such verification will be conducted in a manner that minimizes disruption to your business and may be conducted on your premises, during normal business hours. IBM may use an independent auditor to assist with such verification provided IBM has a written confidentiality agreement in place with such auditor. You agree to provide to IBM and its auditors accurate written records, system tool outputs, and other system information sufficient to provide auditable verification that your use of all Eligible Programs is in compliance with the License Terms. IBM may not conduct such a compliance verification more frequently than once annually.

The rights and obligations set forth in this paragraph remain in effect during the term of this Agreement and for two years thereafter.

IBM will notify you in writing if any such verification indicates that you have used any Eligible Program in excess of its use authorizations or are otherwise not in compliance with the License Terms. If the State accepts IBM's claim of excess usage, it shall have two months from the date of acceptance to make payment. In addition to your obligations to pay for any excess use as required by Section 5, Eligible Use of Programs, you agree to promptly pay directly to IBM the charges that IBM specifies in an invoice for: 1) S&S for such excess use for the lesser of the duration of such excess use or two years.

Fulfillment

Eligible Programs will be acquired directly from IBM.

Future Acquisition of Additional Programs

Provided your Maintenance has not lapsed, prior to the earlier of September 30, 2013 or the termination of this Agreement ("Expiration Date"), for each net order IBM receives from you in the amount of $25,000 or more, you shall be entitled to receive the pricing listed below for acquisitions of additional quantities of Listed Programs on Schedule A. Programs must be ordered directly from IBM, by providing written authorization to IBM (e.g., order form, order letter, purchase order) prior to the Expiration Date to qualify for the pricing set forth in this paragraph.

Passport Advantage Programs	7 % discount off then current Passport Advantage RSVP Level GV price

Charges

You shall pay IBM $3,837,485, due on September 30, 2010 for all SSSO Offerings provided under this Agreement as listed below, regardless of the means of fulfillment.

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

The Total Charges and any additional charges beyond the Total Charges incurred pursuant to the Section entitled "Eligible Use of Programs" are exclusive of any applicable duties, fees and taxes. You are responsible for any such duties, fees and taxes including, but not limited to, withholding taxes and those associated with the cross border deployment of any licenses acquired under this Agreement. The Total Charges are not cancelable except as may be otherwise provided in the Section of this Agreement entitled "Termination".

Termination

Subject to the payment of the amounts described below, this Agreement may only be terminated by mutual written agreement of the parties.

Notwithstanding the above, the parties understand that the State's funds are contingent on the availability of lawful appropriations by the State of Michigan. If the State of Michigan fails to continue funding for any payments under this Agreement, the State's payment obligations under this Agreement will terminate as of the date that the funding expires.

Upon termination, you will pay to IBM all amounts due and payable to IBM up to the effective date of the termination, including, but not limited to any amounts due pursuant to the Section of this Agreement entitled "Eligible Use of Programs", plus any taxes which arise on or before the date of termination.

General

a. This Agreement will not preclude, or in any way limit, IBM from offering similar terms to other IBM customers.
b. This Agreement may not be combined with any allowance, discount, or other offering available for these Eligible Programs, unless specifically agreed to in writing by IBM.
c. Acquisitions made under this Agreement may not be resold, rented, leased or transferred to third parties.
d. Both you and IBM will identify one point of contact to facilitate a) the communication between us and b) the management of this Agreement.

IBM:
Coverage Software Sales Representative

State of Michigan:
State of Michigan
Dept. of Information Technology Contracts & Procurement
525 W. Allegan, 1st floor NW

e. Any terms of this Agreement, which by their nature extend beyond the date this Agreement ends, remain in effect until fulfilled and apply to respective successors and assignees.
f. For a change to this Agreement to be valid, the parties must each sign it.
g. The parties agree that they will not bring a legal action after the cause of action arose past any statute of limitations for such action, unless otherwise provided by local law without the possibility of contractual waiver.
h. You may not transfer or assign this Agreement without the written consent of IBM. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assignees.
i. You agree that you will not set-off, or attempt to set-off, any payments due IBM under this Agreement by any amounts IBM owes you, or may owe you, under other agreements you may have with IBM and you will not refuse to make payments under this Agreement based upon any dissatisfaction you may have under any such other agreements.
j. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.
k. This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same agreement. Any copy of this Agreement made by reliable means is considered an original.
l. Both you and IBM consent to the application of the laws of State of Michigan to govern, interpret and enforce all of your and IBM's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.
m. Any renewal of Software Subscription & Support must be approved by you in writing.
n. 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. 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. This order is firm and irrevocable

Other Terms and Conditions

The second paragraph in Sections 1.3.3 and 1.4.1 of the IPPA will not apply.

With respect to Section One of the IPLA and Section 1.1.5 of the IPAA as it applies to accessing the URL for "License Information" ("LI"), IBM will provide at time of execution of this SSSO all appropriate hard copies of the LI's applicable to the products provided in this SSSO and annually thereafter.

The prices and terms of this Agreement must be agreed to and signed by you by September 30, 2010 or it is void.

The parties agree that this Agreement, 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 Agreement and the Associated Documents. If there is a conflict among terms of this Agreement and those of the Associated Documents, for the purposes of this Agreement, those of this Agreement prevail.

Agreed to:	Agreed to:
State of Michigan	**International Business Machines Corporation**

By_____   By _____
　　　　Authorized Signature　　　　　　　　　　　　　Authorized Signature

Name (type or print):　　　　　　　　　　　Name (type or print):
Date:　　　　　　　　　　　　　　　　　　　Date:

Customer number:　　　7840125

Customer address:　　　530 W. Allegan
　　　　　　　　　　　　Lansing, MI 48933

Schedule A: Attachment for Eligible Programs

Category A. New Licenses

Table A1. IPAA Programs

Part Number	Description	License Metric	Quantity
D0965LL	IBM WEBSPHERE ILOG JRULES PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	PVU	600
D095GLL	IBM WEBSPHERE ILOG DECISION VALIDATION SERVICES PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	PVU	200
D094VLL	IBM WEBSPHERE ILOG RULE TEAM SERVER PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	PVU	200
D095WLL	IBM WEBSPHERE ILOG RULE SOLUTIONS FOR OFFICE AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	Authorized User	5
D55WJLL	IBM WEBSPHERE APPLICATION SERVER NETWORK DEPLOYMENT PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	PVU	4880
D55Y4LL	IBM LOTUS WEB CONTENT MANAGEMENT PROCESSOR VALUE UNIT (PVU) LICENSE + SW MAINTENANCE 12 MONTHS	PVU	800
D093YLL	IBM TIVOLI IDENTITY AND ACCESS ASSURANCE USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	UVU	17600
D0A1ULL	IBM TIVOLI ASSET DISCOVERY FOR DISTRIBUTED 10 PROCESSOR VALUE UNITS (PVUS) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	PVU	40000
D61IZLL	IBM TIVOLI ASSET MANAGEMENT FOR IT AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	Authorized User	25
D59BQLL	IBM RATIONAL BUILD FORGE ENTERPRISE EDITION SERVER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	Server	1
D60SALL	IBM RATIONAL BUILD FORGE ACCESS FLOATING USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	Floating User	10
D59BLLL	IBM RATIONAL BUILD FORGE ENTERPRISE EDITION ADAPTOR TOOLKIT SERVER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	Server	1
D090CLL	IBM RATIONAL AUTOMATION FRAMEWORK FOR WEBSPHERE ENTERPRISE EDITION SERVER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	Server	2
D062FLL	IBM RATIONAL QUALITY MANAGER STANDARD EDITION INSTALL WITH 3 AUTHORIZED USERS LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	Authorized User	1
D087WLL	IBM RATIONAL QUALITY MANAGER CLIENT FLOATING USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	Floating User	25
D087SLL	IBM RATIONAL QUALITY MANAGER VIEWER CLIENT FLOATING USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	Floating User	5
D54N4LL	IBM RATIONAL APPLICATION DEVELOPER FOR WEBSPHERE SOFTWARE AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	Authorized User	20
D54N4LL	IBM RATIONAL APPLICATION DEVELOPER FOR WEBSPHERE SOFTWARE AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	Authorized User	5

Category B. Subscription & Support for Installed Licenses

Table B1. IPAA Program Subscription & Support

Part Number	Description	License Metric	Quantity
E04PJLL	IBM INFOSPHERE DATASTAGE PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	PVU	400
E04NZLL	IBM INFOSPHERE DATASTAGE AND QUALITYSTAGE DESIGNER CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Concurrent User	5

Part Number	Description	License Metric	Quantity
E04PQLL	IBM INFOSPHERE QUALITYSTAGE PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	PVU	400
E04NZLL	IBM INFOSPHERE DATASTAGE AND QUALITYSTAGE DESIGNER CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Concurrent User	5
E04PLLL	IBM INFOSPHERE DATASTAGE FOR NON-PRODUCTION ENVIRONMENTS PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	PVU	400
E04PSLL	IBM INFOSPHERE INFORMATION ANALYZER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	PVU	400
E04PYLL	IBM INFOSPHERE QUALITYSTAGE FOR NON-PRODUCTION ENVIRONMENTS PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	PVU	400
E060QLL	IBM COGNOS 8 BUSINESS INTELLIGENCE ADMINISTRATOR AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Authorized User	10
E0615LL	IBM COGNOS 8 BUSINESS INTELLIGENCE BUSINESS AUTHOR AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Authorized User	50
E061BLL	IBM COGNOS 8 BUSINESS INTELLIGENCE CONSUMER AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Authorized User	200
E060TLL	IBM COGNOS 8 BUSINESS INTELLIGENCE PROFESSIONAL AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Authorized User	10
E0622LL	IBM COGNOS 8 BUSINESS INTELLIGENCE SOFTWARE DEVELOPMENT KIT AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Authorized User	2
E060KLL	IBM COGNOS 8 BUSINESS INTELLIGENCE FOR NON-PRODUCTION ENVIRONMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	PVU	200
E053KLL	IBM FILENET IMAGE SERVICES AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Authorized User	2
E052WLL	IBM FILENET IMAGE SERVICES CONNECTOR TO CENTERA STORAGE & RETRIEVAL RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	RVU	10
E0532LL	IBM FILENET IMAGE SERVICES INTEGRAL SDS CONNECTOR TO CENTRA RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	RVU	34
E03K6LL	IBM FILENET IMAGE SVCS NAMED USER ANNUAL SW S&S RNWL	Named User	10
E03KNLL	IBM FILENET IMAGE SVCS TOOLKIT DEVICE ANNUAL SW S&S RNWL	RVU	1
E03LELL	IBM FILENET P8 BASE - P8 APPLICATION NON-PROD SVR ANNUAL SW S&S RNWL	Non-Production Server	2
E03LULL	IBM FILENET P8 BASE - P8 PLATFORM SERVER ANNUAL SW S&S RNWL	Server	2
E03LYLL	IBM FILENET P8 BASE - P8 PLATFORM NON-PROD SVR ANNUAL SW S&S RNWL	Non-Production Server	1
E03NKLL	IBM FILENET HIGH PERF IMAGE IMPORT NON-PROD SVR ANNUAL SW S&S RNWL	Non-Production Server	1
E03P5LL	IBM FILENET P8 BASE - WORKGROUP SVR PKG ANNUAL SW S&S RNWL	Server	1
E03GKLL	IBM FILENET IS CONN TO CENTERA 1TB ANNUAL SW S&S RNWL		7
E0532LL	IBM FILENET IMAGE SERVICES INTEGRAL SDS CONNECTOR TO CENTRA RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	RVU	9
E04NZLL	IBM INFOSPHERE DATASTAGE AND QUALITYSTAGE DESIGNER CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Concurrent User	15
E04NWLL	IBM INFOSPHERE INFORMATION ANALYZER WORKBENCH CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Concurrent User	1
E025QLL	IBM WEBSPHERE APPLICATION SERVER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	PVU	2400

Part Number	Description	License Metric	Quantity
E025QLL	IBM WEBSPHERE APPLICATION SERVER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	PVU	200
E025QLL	IBM WEBSPHERE APPLICATION SERVER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	PVU	1200
E025SLL	IBM WEBSPHERE APPLICATION SERVER NETWORK DEPLOYMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	PVU	400
E025SLL	IBM WEBSPHERE APPLICATION SERVER NETWORK DEPLOYMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	PVU	500
E025QLL	IBM WEBSPHERE APPLICATION SERVER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	PVU	400
E02QILL	IBM WEBSPHERE TRANSFORMATION EXTENDER PACK FOR X12 APPLICATION INSTANCE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Application Instance	1
E02RZLL	IBM WEBSPHERE TRANSFORMATION EXTENDER DESIGN STUDIO AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Authorized User	5
E02URLL	IBM WEBSPHERE TRANSFORMATION EXTENDER WITH LAUNCHER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	PVU	200
E025SLL	IBM WEBSPHERE APPLICATION SERVER NETWORK DEPLOYMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	PVU	1000
E01TTLL	IBM WEBSPHERE ADAPTER FOR JDBC ESTABLISHMENT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Establishment	1
E0256LL	IBM WEBSPHERE MQ PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	PVU	1800
E025SLL	IBM WEBSPHERE APPLICATION SERVER NETWORK DEPLOYMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	PVU	3280
E02AULL	IBM WEBSPHERE MESSAGE BROKER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	PVU	700
E02RZLL	IBM WEBSPHERE TRANSFORMATION EXTENDER DESIGN STUDIO AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Authorized User	3
E02UQLL	IBM WEBSPHERE TRANSFORMATION EXTENDER WITH COMMAND SERVER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	PVU	640
E025SLL	IBM WEBSPHERE APPLICATION SERVER NETWORK DEPLOYMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	PVU	200
E025SLL	IBM WEBSPHERE APPLICATION SERVER NETWORK DEPLOYMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	PVU	3000
E025QLL	IBM WEBSPHERE APPLICATION SERVER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	PVU	400
E02AULL	IBM WEBSPHERE MESSAGE BROKER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	PVU	400
E0256LL	IBM WEBSPHERE MQ PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	PVU	400
E025SLL	IBM WEBSPHERE APPLICATION SERVER NETWORK DEPLOYMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	PVU	3200
E01B1LL	IBM WEBSPHERE BUSINESS MODELER ADVANCED USER ANNUAL SW MAINTENANCE RENEWAL	Advanced User	1
E0256LL	IBM WEBSPHERE MQ PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	PVU	3200
E025SLL	IBM WEBSPHERE APPLICATION SERVER NETWORK DEPLOYMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	PVU	600
E024WLL	IBM WEBSPHERE PORTAL ENABLE PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	PVU	1400
E0256LL	IBM WEBSPHERE MQ PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	PVU	800

Part Number	Description	License Metric	Quantity
E025SLL	IBM WEBSPHERE APPLICATION SERVER NETWORK DEPLOYMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	PVU	800
E025QLL	IBM WEBSPHERE APPLICATION SERVER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	PVU	600
E025SLL	IBM WEBSPHERE APPLICATION SERVER NETWORK DEPLOYMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	PVU	1200
E01UDLL	IBM WEBSPHERE INTEGRATION DEVELOPER AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Authorized User	4
E02AULL	IBM WEBSPHERE MESSAGE BROKER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	PVU	1000
E02ECLL	IBM WEBSPHERE PROCESS SERVER , PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	PVU	1800
E0225LL	IBM LOTUS DOMINO UTILITY SERVER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	PVU	100
E07UMLL	IBM LOTUS DOMINO ENTERPRISE CLIENT ACCESS LICENSE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Authorized User	4
E020KLL	IBM LOTUS DOMINO ENTERPRISE SERVER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	PVU	900
E07UMLL	IBM LOTUS DOMINO ENTERPRISE CLIENT ACCESS LICENSE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Authorized User	9
E0170LL	IBM TIVOLI ACCESS MANAGER FOR E-BUSINESS (OLD) VU VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	VU Value Unit	1050
E04NFLL	IBM TIVOLI ACCESS MANAGER FOR E-BUSINESS USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	VU Value Unit	2250
E01MZLL	IBM TIVOLI DIRECTORY INTEGRATOR IDENTITY EDITION VU VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	VU Value Unit	2000
E04PDLL	IBM MAXIMO ASSET MANAGEMENT AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Authorized User	150
E04QSLL	IBM MAXIMO FIELD CONTROL FIELD CONTROL AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Authorized User	50
E04PDLL	IBM MAXIMO ASSET MANAGEMENT AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Authorized User	15
E04PDLL	IBM MAXIMO ASSET MANAGEMENT AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Authorized User	72
E04PBLL	IBM MAXIMO ASSET MANAGEMENT DESKTOP REQUISITIONER AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Authorized User	1000
E04PCLL	IBM MAXIMO ASSET MANAGEMENT LIMITED USE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Authorized User	10
E05JCLL	IBM RATIONAL LIFECYCLE PACKAGE WITH CLEARCASE FLOATING USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Floating User	25
E013DLL	IBM RATIONAL SODA FLOATING USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Floating User	25
E0121LL	IBM RATIONAL ROBOT FLOATING USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Floating User	1
E012ALL	IBM RATIONAL PURIFYPLUS FOR WINDOWS AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Authorized User	1
E013DLL	IBM RATIONAL SODA FLOATING USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Floating User	1
E02D1LL	IBM RATIONAL ROSE ENTERPRISE FLOATING USER ANNUAL SW MAINTENANCE RENEWAL	Floating User	1
E05JCLL	IBM RATIONAL LIFECYCLE PACKAGE WITH CLEARCASE FLOATING USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Floating User	1
E01MJLL	IBM RATIONAL APPLICATION DEVELOPER FOR WEBSPHERE SOFTWARE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Authorized User	3
E01MJLL	IBM RATIONAL APPLICATION DEVELOPER FOR WEBSPHERE SOFTWARE AUTHORIZED USER ANNUAL SW SUBSCRIPTION &	Authorized User	2

Part Number	Description	License Metric	Quantity
	SUPPORT RENEWAL		
E01MJLL	IBM RATIONAL APPLICATION DEVELOPER FOR WEBSPHERE SOFTWARE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Authorized User	1
E01MJLL	IBM RATIONAL APPLICATION DEVELOPER FOR WEBSPHERE SOFTWARE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Authorized User	1
E01MJLL	IBM RATIONAL APPLICATION DEVELOPER FOR WEBSPHERE SOFTWARE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Authorized User	2
E01MJLL	IBM RATIONAL APPLICATION DEVELOPER FOR WEBSPHERE SOFTWARE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Authorized User	6
E012XLL	IBM RATIONAL CLEARCASE CHANGE MANAGEMENT SOLUTION FLOATING USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Floating User	90
E0130LL	IBM RATIONAL CLEARQUEST FLOATING USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Floating User	20
E0137LL	IBM RATIONAL REQUISITEPRO FLOATING USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Floating User	13
E013DLL	IBM RATIONAL SODA FLOATING USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Floating User	2
E019DLL	IBM RATIONAL REQUISITEPRO AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Authorized User	20
E01M6LL	IBM RATIONAL SOFTWARE MODELER AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Authorized User	15
E01M8LL	IBM RATIONAL ANNUAL SW ARCHITECT FOR WEBSPHERE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Authorized User	17
E01MJLL	IBM RATIONAL APPLICATION DEVELOPER FOR WEBSPHERE SOFTWARE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Authorized User	27
E01MJLL	IBM RATIONAL APPLICATION DEVELOPER FOR WEBSPHERE SOFTWARE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Authorized User	1
E055DLL	IBM RATIONAL HIS FOR MULTIPLATFORMS, AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Authorized User	1200
E046DLL	IBM RATIONAL APPSCAN STANDARD EDITION FLOATING USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Authorized User	2
E01M8LL	IBM RATIONAL ANNUAL SW ARCHITECT FOR WEBSPHERE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Authorized User	25
E01MJLL	IBM RATIONAL APPLICATION DEVELOPER FOR WEBSPHERE SOFTWARE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Authorized User	12
E01MJLL	IBM RATIONAL APPLICATION DEVELOPER FOR WEBSPHERE SOFTWARE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Authorized User	27
E012XLL	IBM RATIONAL CLEARCASE CHANGE MANAGEMENT SOLUTION FLOATING USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	Floating User	55

ATTACHMENT
FOR
IBM INTERNET SECURITY SYSTEMS (ISS) PRODUCTS

You are authorized to use the IBM ISS Software and/or IBM ISS Appliance(s) listed in Table 1(a) below in accordance with the Agreement and Associated Documents, up to the quantities specified. Maintenance is included through 9/30/2011 as set forth in Table 1(b) below.

Table 1(a)

Listed Program Number	Listed Program Description	Quantity
GX5108C-V2-1-P	IBM Security Network IPS GX5008C (Fail Closed, 8 TX-Copper IPS Ports, 2.5 Gbps)	2
GX5108C-V2-1-P-M	Tech Support, Advanced Exchange, and Updates for IBM Security GX5108C	2
ABYP-4T-0S-0L-P	(ROHS) IBM Security Network Active Bypass - 4RJ45-0SX-0LX	2

Table 1(b)

Maintenance Number	Maintenance Description	Quantity
ABYP-4T-0S-0L-P-M	(ROHS) IBM Security Network Active Bypass - 4RJ45-0SX-0LX	2

2. The products set forth in Table 1(a) above are "Listed Programs" and are licensed under the IPLA. Included in the Option Charges is your payment for the Listed Programs listed above as well as payment of all shipping charges and freight related expenses for those Listed Programs.

3. The Listed Programs set forth in Table 1(a) above include at least one Appliance. An "Appliance" is an IBM ISS Product consisting of Software pre-installed on a single hardware device ("Machine"). Machines consist of the applicable device and pertinent user documentation. The following terms apply to all IBM ISS Appliances in this Attachment:

a**. Description and License.** The license to use the pre-installed Software is only in conjunction with the Machine with which it is originally supplied. Such licensed Software may not be removed from the Machine. In connection with fulfilling an Appliance order, IBM may deliver a new Appliance model in place of a model that is being phased out, or deliver a model with equal or greater functionality and performance in place of a model that is unavailable; provided that the delivered model meets or exceeds the Machine specifications of the replaced model.

b. **Machine Warranty.** IBM warrants the Machine for one (1) year from the Machine's Date of Installation.

c. **Appliance Maintenance.** Maintenance for Appliances includes (a) technical support for the Appliances, (b) repair, replacement or advanced exchange of the Machine, and (c) related Software security content updates, fixes and enhancements for the pre-installed Software during the period that you have paid the applicable maintenance fees in accordance with IBM's prevailing Maintenance and Support Policy available at http://www.ibm.com/services/us/iss/contracts.

d. For purposes of this Attachment, IBM ISS Appliances are acquired under the terms of the State of Michigan, Contract Number XXXXXX, between you and IBM and such agreement is deemed an "Associated Document". If there is a conflict between the terms of this Attachment

Offer - One Year SSSO Extension

Software Renewals (Business as Usual) - includes all curent software Subscription and Support through Sept. 30, 2011	$2,727,646.54
TIM/TAM (additional licenses needed for MDOT/MBOS)	$137,566.00
ISS - 2 additional Proventia devices	$139,777.23
Build Forge (for DHS)	$217,095.00
Rational Application Developer (qty 20 for MBOS) – upgrade 16, 4 new	$35,804.00
Rational Application Developer (qty 5) replacement for WSAD IE (price is BAU for WSAD IE renewal)	$6,920.00
WebSphere growth for ORS (upgrade to environment, growth of 4,000 pvu's)	$591,600.00
Base Spend	**$3,856,408.77**
WebSphere ILOG	$947,455.00
WebSphere Application Server (qty 880)	$130,152.00
Lotus Web Content Management growth (qty 200)	$84,160.00
Rational Automation Framework for WebSphere	$76,500.00
Rational Quality Manager	$233,750.00
Total for New Licenses and Maintenance through September 2011	**$1,472,017.00**
Total 1 Year Projected Spending for IBM Software	**$5,328,425.77**

IBM Offer	**$3,837,485.00**

28%

Additional Value

Asset Discovery and IT Asset Mgmt	$167,125.00
Tivoli Identity Access and Assurance (TIA&A) bundle - upgrade of existing TIM and TAM, also include TSIEM, Federated Identity Manager, TAM ESSO and TAMOS (value of over $2.2M)	$911,670.00
Additional Value	**$1,078,795.00 +**

Overall savings	**40%**

* Also includes price protection through September 30, 2013 of GV Level - 7% with minimum order quantity of 25k

and an Associated Document, the terms of this Attachment shall prevail.

IBM Offer Renewals

Software Renewals

BAU Qty.	Renewal Part Number	Description	Coverage Period	Extended Business as Usual Price	IBM Offer Qty
Software Renewals					
		Lotus			
900	E020KLL	IBM Lotus Domino Enterprise Server Processor Value Unit Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$7,992.00	900
13	E07UMLL	IBM Lotus Domino Enterprise Client Access License Authorized User Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$455.78	13
100	E0225LL	IBM Lotus Domino Utility Server Processor Value Unit Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$4,378.00	100
		Rational			
82	E01MJLL	IBM Rational Application Developer for WebSphere Software Authorized User Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$62,033.00	82
90	E012XLL	IBM Rational ClearCase Change Management Solution Floating User Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$112,500.00	90
55	E012XLL	IBM Rational ClearCase Change Management Solution Floating User Annual SW Subscription & Support Renewal	Jan 1, 2011 - Sept 30, 2011	$51,562.50	55
20	E019DLL	IBM Rational RequisitePro Authorized User Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$8,024.00	20
28	E013DLL	IBM Rational SoDA Floating User Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$25,480.00	28
42	E01M8LL	IBM Rational Software Architect for WebSphere Authorized User Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$43,932.00	42
15	E01M6LL	IBM Rational Software Modeler Authorized User Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$5,125.50	15
2	E046DLL	IBM Rational AppScan Standard Edition Floating User Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$11,050.00	2
20	E0130LL	IBM Rational ClearQuest Floating User Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$17,180.00	20
13	E0137LL	IBM Rational RequisitePro Floating User Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$10,166.00	13
1,200	E055DLL	IBM Rational HIS for Multiplatforms, Authorized User Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$71,400.00	1200
1	E0121LL	IBM Rational Robot Floating User Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$1,505.00	1
1	E012ALL	IBM Rational PurifyPlus for Windows Authorized User Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$258.40	1
1	E02D1LL	IBM Rational Rose Enterprise Floating User Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$1,590.00	1
26	E05JCLL	IBM Rational Life Cycle Package with ClearCase Floating User Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$53,482.00	26
		Tivoli			

15,975	E0170LL	IBM Tivoli Access Manager for e-business (OLD) VU Value Unit SW Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$103,837.50	quantity of 17,600 uvu's of TI&AA covers this
1,050	E0170LL	IBM Tivoli Access Manager for e-business (OLD) VU Value Unit SW Annual SW Subscription & Support Renewal (for external users)	Oct 1, 2010 - Sept 30, 2011	$6,825.00	1,050
2,000	E01MZLL	Tivoli Directory Integrator Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$6,040.00	2,000
7,525	E047RLL	IBM Tivoli Identity Manager and Role Management User Value Unit Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$55,308.75	quantity of 17,600 uvu's of TI&AA covers this
500	E047RLL	IBM Tivoli Identity Manager and Role Management User Value Unit Annual SW Subscription & Support Renewal	Jan 1, 2011 - Sept 30, 2011	$2,756.25	quantity of 17,600 uvu's of TI&AA covers this
165	E04PDLL	IBM Maximo Asset Management Authorized User Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$125,383.50	165
72	E04PDLL	IBM Maximo Asset Management Authorized User Annual SW Subscription & Support Renewal	Jan 1, 2011 - Sept 30, 2011	$41,034.96	72
50	E04QSLL	IBM Maximo Field Control Authorized User Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$1,615.00	50
1750	E04NFLL	IBM Tivoli Access Manager for e-business User Value Unit Annual SW Subscription & Support Renewal (for external users)	Oct 1, 2010 - Sept 30, 2011	$7,735.00	1750
500	E04NFLL	IBM Tivoli Access Manager for e-business User Value Unit Annual SW Subscription & Support Renewal (for external users)	Oct 1, 2010 - Sept 30, 2011	$1,657.50	500
1,000	E04PBLL	IBM Maximo Asset Management Desktop Requisitioner Authorized User Annual SW Subscription & Support Renewal	Jan 1, 2011 - Sept 30, 2011	$32,200.00	1,000
10	E04PCLL	IBM Maximo Asset Management Limited Use Authorized User Annual SW Subscription & Support Renewal	Jan 1, 2011 - Sept 30, 2011	$2,850.00	10
		WebSphere			
1	E01TTLL	IBM WebSphere Adapter for JDBC Establishment Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$18,190.00	1
5,200	E025QLL	IBM WebSphere Application Server Processor Value Unit Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$40,872.00	5200
14,180	E025SLL	IBM WebSphere Application Server Network Deployment Processor Value Unit Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$418,877.20	14,180
1,800	E02ECLL	IBM WebSphere Process Server for Multiplatforms Processor Value Unit Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$289,260.00	1800
4	E01UDLL	IBM WebSphere Integration Developer Authorized User Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$2,652.00	4
1	E01B1LL	IBM WebSphere Business Modeler Advanced User Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$1,819.00	1
2,100	E02AULL	IBM WebSphere Message Broker Processor Value Unit Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$337,470.00	2100
1,400	E024WLL	IBM WebSphere Portal Enable Processor Value Unit Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$254,660.00	1400
8	E02RZLL	IBM WebSphere Transformation Extender Design Studio Authorized User Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$5,304.00	8
6,200	E0256LL	IBM WebSphere MQ Processor Value Unit Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$72,726.00	6200
640	E02UQLL	IBM WebSphere Transformation Extender with Command Server Processor Value Unit Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$72,896.00	640
1	E02QILL	IBM WebSphere Transformation Extender Pack for X12 Application Instance Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$7,565.00	1

200	E02URLL	IBM WebSphere Transformation Extender with Launcher Processor Value Unit Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$34,000.00	200
Data Management Products					
400	E04PLLL	IBM InfoSphere DataStage for Non-Production Environments Processor Value Unit Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$19,636.00	400
400	E04PSLL	IBM InfoSphere Information Analyzer Processor Value Unit Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$29,240.00	400
10	E04NZLL	IBM WebSphere DataStage and QualityStage Designer Concurrent User Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$5,355.00	10
15	E04NZLL	IBM WebSphere DataStage and QualityStage Designer Concurrent User Annual SW Subscription & Support Renewal	Jan 1, 2011 - Sept 30, 2011	$6,024.45	15
400	E04PQLL	IBM WebSphere QualityStage Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$32,132.00	400
400	E04PYLL	IBM InfoSphere QualityStage for Non-Production Environments Processor Value Unit Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$16,064.00	400
400	E04PJLL	IBM InfoSphere DataStage Processor Value Unit Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$39,440.00	400
10	E060QLL	IBM Cognos 8 Business Intelligence Administrator Authorized User Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$22,400.00	10
50	E0615LL	C8 BI Business Author Auth User Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$11,600.00	50
200	E061BLL	C8 BI Consumer Auth User Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$28,600.00	200
10	E060TLL	IBM Cognos 8 Business Intelligence Professional Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$5,360.00	10
2	E0622LL	C8 BI Software Development Kit Auth User Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$2,220.00	2
200	E060KLL	IBM Cognos 8 Business Intelligence for Non-Production Environment Processor Value Unit Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$11,200.00	200
1	E04NWLL	IBM Infosphere Information Analyzer Workbench Concurrent User Annual SW Subscription & Support Renewal	Jan 1, 2011 - Sept 30, 2011	$1,338.75	1
10	E03K6LL	IBM FileNet Image Svcs Named User Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$6,812.50	10
1	E03KNLL	IBM FileNet Image Svcs Toolkit Device Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$2,225.00	1
2	E03LELL	IBM FileNet P8 Base - P8 Application Non-Prod Svr Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$1,392.50	2
2	E03LULL	IBM FileNet P8 Base - P8 Platform Server Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$11,125.00	2
1	E03LYLL	IBM FileNet P8 Base - P8 Platform Non-Prod Svr Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$1,387.50	1
1	E03NKLL	IBM FileNet High Perf Image Import Non-Prod Svr Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$4,637.50	1
1	E03P5LL	IBM FileNet P8 Base - Workgroup Svr Pkg Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$4,637.50	1
7	E03GKLL	IBM FileNet IS Conn To Centera 1TB Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$15,575.00	7
9	E0532LL	IBM FileNet Image Services Integral SDS Connector to Centra Resource Value Unit Annual SW Subscription & Support Renewal	Oct 1, 2010 - Sept 30, 2011	$2,295.00	9
2	E053KLL	IBM FileNet Image Services Authorized User Vaulue Unit Annual SW Subscription & Support Renewal	Jul 1, 2010 - Sept 30, 2011	$1,275.00	2
10	E052WLL	IBM FileNet Image Services Connector to Centera Storage & Retrieval Resource Value Unit Annual SW Subscription & Support Renewal	Jul 1, 2010 - Sept 30, 2011	$3,187.50	10
34	E0532LL	IBM FileNet Image Services Integral SDS Connector to Centra Resource Value Unit Annual SW Subscription & Support Renewal	Jul 1, 2010 - Sept 30, 2011	$10,837.50	34
			Renewal Total	**$2,727,646.54**	

Contract No. 071B1300071

IBM Offer Agency Needs and Additional Value

BAU Qty.	Renewal Part Number	Description	Coverage Period	Extended Business as Usual Price	IBM Offer Qty
		Additions to the SSSO			
2600	D61VXLL	IBM Tivoli Identity Manager and Role Management User Value Unit License + SW Subscription & Support 12 Months	Oct 1, 2010 - Sept 30, 2011	$95,576.00	quantity of 17,600 uvu's of TI&AA covers this
1900	D03RLLL	IBM Tivoli Access Manager for e-Business User Value Unit License + SW Subscription & Support 12 Months	Oct 1, 2010 - Sept 30, 2011	$41,990.00	quantity of 17,600 uvu's of TI&AA covers this
2	GX5108C-V2-1-P	IBM Security Network IPS GX5008C (Fail Closed, 8 TX-Copper IPS Ports, 2.5 Gbps)	Oct 1, 2010 - Sept 30, 2011	$100,291.50	2
2	GX5108C-V2-1-P-M	Tech Support, Advanced Exchange, and Updates for IBM Security GX5108C	Oct 1, 2010 - Sept 30, 2011	$22,064.13	2
2	ABYP-4T-0S-0L-P	(ROHS) IBM Security Network Active Bypass - 4RJ45-0SX-0LX	Oct 1, 2010 - Sept 30, 2011	$14,280.00	2
2	ABYP-4T-0S-0L-P-M	Tech Support and Maintenance for ABYP-4T-0S-0L-P	Oct 1, 2010 - Sept 30, 2011	$3,141.60	2
1	D59BQLL	IBM Rational Build Forge Enterprise Edition Server License + SW Subscription & Support 12 Months	Oct 1, 2010 - Sept 30, 2011	$147,050.00	1
10	D60SALL	IBM Rational Build Forge Access Floating User License + SW Subscription & Support 12 Months	Oct 1, 2010 - Sept 30, 2011	$36,810.00	10
1	D59BLLL	IBM Rational Build Forge Enterprise Edition Adaptor Toolkit Server License + SW Subscription & Support 12 Months	Oct 1, 2010 - Sept 30, 2011	$33,235.00	1
20	D54N4LL	IBM Rational Application Developer for WebSphere Software Authorized User License + SW Subscription & Support 12 Months * price assumes upgrade of 16 WID and 4 new (value of $75k)	Oct 1, 2010 - Sept 30, 2011	$35,804.00	20
5	D54N4LL	IBM Rational Application Developer for WebSphere Software Authorized User License + SW Subscription & Support 12 Months * price is BAU for WSAD IE renewal only (value of $18.9k)	Oct 1, 2010 - Sept 30, 2011	$6,920.00	5
4,000	D55WJLL	IBM WebSphere Application Server Network Deployment Processor Value Unit License + SW Subscription & Support 12 Months	Oct 1, 2010 - Sept 30, 2011	$591,600.00	4000
600	D0965LL	IBM WebSphere ILOG JRules Processor Value Unit (PVU) License + SW Subscription & Support 12 Months. (This includes 400 Value Units to cover an 8 core Sun T5140 Zone in Production/Test, and 200 Value Units to cover 1 Sun v440 2 core box in development.)	Oct 1, 2010 - Sept 30, 2011	$561,000.00	600
200	D095GLL	IBM WebSphere ILOG Decision Validation Services Processor Value Unit (PVU) License + SW Subscription & Support 12 Months. (This includes 200 Value Units to cover a 4 core Sun T5140 Zone in Production/Test.)	Oct 1, 2010 - Sept 30, 2011	$187,000.00	200
200	D094VLL	IBM WebSphere ILOG Rule Team Server Processor Value Unit (PVU) License + SW Subscription & Support 12 Months. (This includes 200 Value Units to cover a 4 core Sun T5140 Zone in Production/Test.)	Oct 1, 2010 - Sept 30, 2011	$187,000.00	200
5	D095WLL	IBM WebSphere ILOG Rule Solutions for Office Authorized User License + SW Subscription & Support 12 Months	Oct 1, 2010 - Sept 30, 2011	$12,455.00	5
880	D55WJLL	IBM WebSphere Application Server Network Deployment Processor Value Unit License + SW Subscription & Support 12 Months	Oct 1, 2010 - Sept 30, 2011	$130,152.00	880
800	D55Y4LL	IBM Lotus Web Content Management Processor Value Unit License + SW Subscription & Support 12 Months * price for 200 pvu's only (600 no charge)	Oct 1, 2010 - Sept 30, 2011	$84,160.00	800
2	D090CLL	IBM Rational Automation Framework for WebSphere Enterprise Edition Server License + SW Subscription & Support 12 Months	Oct 1, 2010 - Sept 30, 2011	$76,500.00	2
1	D062FLL	IBM Rational Quality Manager Standard Edition Install with 3 Authorized Users License + SW Subscription & Support 12 Months	Oct 1, 2010 - Sept 30, 2011	$17,000.00	1
25	D087WLL	IBM Rational Quality Manager Client Floating User License + SW Subscription & Support 12 Months	Oct 1, 2010 - Sept 30, 2011	$201,875.00	25
5	D087SLL	IBM Rational Quality Manager Viewer Client Floating User License + SW Subscription & Support 12 Months	Oct 1, 2010 - Sept 30, 2011	$14,875.00	5
		Additional value included in IBM offer			
40000	D0A1ULL	IBM Tivoli Asset Discovery for Distributed 10 Processor Value Units (PVUS)	Oct 1, 2010 - Sept 30, 2011	86,800.00	40000
25	D61IZLL	IBM Tivoli Asset Management for IT Authorized User	Oct 1, 2010 - Sept 30, 2011	80,325.00	25
17600	D093YLL	IBM Tivoli Identity and Access Assurance (TI&AA) User Value Unit License + SW Subscription & Support 12 Months * special price (actual BAU is $2.2M) Increases TIM/TAM entitlement to cover new projects, covers all existing TIM/TAM quantities for renewal, brings TIM entitlement equal to TAM, adds entitlement for Tivoli Compliance Insight manager, Federated Identity Manager, TAM ESSO and TAM OS.	Oct 1, 2010 - Sept 30, 2011	1,009,850.00	17600

International Program License Agreement

国际程序许可协议

國際程式授權合約

Mezinárodní licenční smlouva pro programy

Conditions Internationales d'Utilisation de Logiciel (IPLA)

Internationale Nutzungsbedingungen für Programmpakete

Διεθνής Σύμβαση Άδειας Χρήσης Προγράμματος

Accordo Internazionale di Licenza di Programmi (IPLA)

プログラムのご使用条件

국제 프로그램 라이센스 계약(IPLA)

Tarptautinė programos licencinė sutartis

Międzynarodowa Umowa Licencyjna na Program

Contrato Internacional de Licença de Programa

Международное Лицензионное Соглашение в отношении Программ

Mednarodna licenčna pogodba za program

Acuerdo Internacional de Programas bajo Licencia

Uluslararası Program Lisans Sözleşmesi

Z125-3301-13

International Program License Agreement

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3.1.1 Trade-ups

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For purposes of this Section 11 (Compliance Verification), "IPLA Program Terms" means 1) this Agreement and applicable amendments and transaction documents provided by IBM, and 2) IBM software policies that may be found at the IBM Software Policy website (www.ibm.com/softwarepolicies/), including but not limited to those policies concerning backup, sub-capacity pricing, and migration.

The rights and obligations set forth in this Section 11 remain in effect during the period the Program is licensed to Licensee, and for two years thereafter.

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Licensee agrees to create, retain, and provide to IBM and its auditors accurate written records, system tool outputs, and other system information sufficient to provide auditable verification that Licensee's use of all Programs is in compliance with the IPLA Program Terms, including, without limitation, all of IBM's applicable licensing and pricing qualification terms. Licensee is responsible for 1) ensuring that it does not exceed its Authorized Use, and 2) remaining in compliance with IPLA Program Terms.

Upon reasonable notice, IBM may verify Licensee's compliance with IPLA Program Terms at all sites and for all environments in which Licensee uses (for any purpose) Programs subject to IPLA Program Terms. Such verification will be conducted in a manner that minimizes disruption to Licensee's business, and may be conducted on Licensee's premises, during normal business hours. IBM may use an independent auditor to assist with such verification, provided IBM has a written confidentiality agreement in place with such auditor.

11.2 Resolution

IBM will notify Licensee in writing if any such verification indicates that Licensee has used any Program in excess of its Authorized Use or is otherwise not in compliance with the IPLA Program Terms. Licensee agrees to promptly pay directly to IBM the charges that IBM specifies in an invoice for 1) any such excess use, 2) support for such excess use for the lesser of the duration of such excess use or two years, and 3) any additional charges and other liabilities determined as a result of such verification.

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13. General

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g. Unless otherwise required by applicable law without the possibility of contractual waiver or limitation: 1) neither party will bring a legal action, regardless of form, for any claim arising out of or related to this Agreement more than two years after the cause of action arose; and 2) upon the expiration of such time limit, any such claim and all respective rights related to the claim lapse.

h. Neither Licensee nor IBM is responsible for failure to fulfill any obligations due to causes beyond its control.

i. No right or cause of action for any third party is created by this Agreement, nor is IBM responsible for any third party claims against Licensee, except as permitted in Subsection 10.1 (Items for Which IBM May Be Liable) above for bodily injury (including death) or damage to real or tangible personal property for which IBM is legally liable to that third party.

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l. The license and intellectual property indemnification terms of Licensee's other agreements with IBM (such as the IBM Customer Agreement) do not apply to Program licenses granted under this Agreement.

14. Geographic Scope and Governing Law

14.1 Governing Law

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14.2 Jurisdiction

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Part 2 – Country-unique Terms

For licenses granted 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:

- Multiple country amendments to Part 1, Section 14 (Governing Law and Jurisdiction);
- Americas country amendments to other Agreement terms;
- Asia Pacific country amendments to other Agreement terms; and
- Europe, Middle East, and Africa country amendments to other Agreement terms.

Multiple country amendments to Part 1, Section 14 (Governing Law and Jurisdiction)

14.1 Governing Law

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(3) in **the United States, Anguilla, Antigua/Barbuda, Aruba, British Virgin Islands, Cayman Islands, Dominica, Grenada, Guyana, Saint Kitts and Nevis, Saint Lucia, Saint Maarten, and Saint Vincent and the Grenadines**: the laws of the State of New York, United States;

(4) in **Venezuela**: the laws of the Bolivarian Republic of Venezuela;

ASIA PACIFIC

(5) in **Cambodia** and **Laos**: the laws of the State of New York, United States;

(6) in **Australia**: the laws of the State or Territory in which the transaction is performed;

(7) in **Hong Kong SAR** and **Macau SAR**: the laws of Hong Kong Special Administrative Region ("SAR");

(8) in **Taiwan**: the laws of Taiwan

EUROPE, MIDDLE EAST, AND AFRICA

(9) in **Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Former Yugoslav Republic of Macedonia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Moldova, Montenegro, Poland, Romania, Russia, Serbia, Slovakia, Tajikistan, Turkmenistan, Ukraine,** and **Uzbekistan**: the laws of Austria;

(10) in **Algeria, Andorra, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu,** and **Wallis and Futuna**: the laws of France;

(11) in **Estonia, Latvia,** and **Lithuania**: the laws of Finland;

(12) in **Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome and Principe, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates,** the **United Kingdom, West Bank/Gaza, Yemen, Zambia,** and **Zimbabwe**: the laws of England; and

(13)   in **South Africa, Namibia, Lesotho,** and **Swaziland**: the laws of the Republic of South Africa.

14.2 Jurisdiction

The following paragraph pertains to jurisdiction and replaces Subsection 14.2 (Jurisdiction) as it applies for those countries identified in bold below:

All rights, duties, and obligations are subject to the courts of the country in which Licensee obtained the Program license except that in the countries identified below all disputes arising out of or related to this Agreement, including summary proceedings, will be brought before and subject to the exclusive jurisdiction of the following courts of competent jurisdiction:

AMERICAS

(1)   in **Argentina**: the Ordinary Commercial Court of the city of Buenos Aires;

(2)   in **Brazil**: the court of Rio de Janeiro, RJ;

(3)   in **Chile**: the Civil Courts of Justice of Santiago;

(4)   in **Ecuador**: the civil judges of Quito for executory or summary proceedings (as applicable);

(5)   in **Mexico**: the courts located in Mexico City, Federal District;

(6)   in **Peru**: the judges and tribunals of the judicial district of Lima, Cercado;

(7)   in **Uruguay**: the courts of the city of Montevideo;

(8)   in **Venezuela**: the courts of the metropolitan area of the city of Caracas;

EUROPE, MIDDLE EAST, AND AFRICA

(9)   in **Austria**: the court of law in Vienna, Austria (Inner-City);

(10)   in **Algeria, Andorra, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, France, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Monaco, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu,** and **Wallis and Futuna**: the Commercial Court of Paris;

(11)   in **Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome and Principe, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates,** the **United Kingdom, West Bank/Gaza, Yemen, Zambia,** and **Zimbabwe**: the English courts;

(12)   in **South Africa, Namibia, Lesotho,** and **Swaziland**: the High Court in Johannesburg;

(13)   in **Greece**: the competent court of Athens;

(14)   in **Israel**: the courts of Tel Aviv-Jaffa;

(15)   in **Italy**: the courts of Milan;

(16)   in **Portugal**: the courts of Lisbon;

(17)   in **Spain**: the courts of Madrid; and

(18)   in **Turkey**: the Istanbul Central Courts and Execution Directorates of Istanbul, the Republic of Turkey.

14.3 Arbitration

The following paragraph is added as a new Subsection 14.3 (Arbitration) as it applies for those countries identified in bold below. The provisions of this Subsection 14.3 prevail over those of Subsection 14.2 (Jurisdiction) to the extent permitted by the applicable governing law and rules of procedure:

ASIA PACIFIC

(1)   In **Cambodia, India, Indonesia, Laos, Philippines,** and **Vietnam**:

Disputes arising out of or in connection with this Agreement will be finally settled by arbitration which will be held in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Center ("SIAC Rules") then in effect. The arbitration award will be final and binding for the parties without appeal and will be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators will be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties will appoint a third arbitrator who will act as chairman of the proceedings. Vacancies in the post of chairman will be filled by the president of the SIAC. Other vacancies will be filled by the respective nominating party. Proceedings will continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator will be the sole arbitrator, provided that the arbitrator was validly and properly appointed. All proceedings will be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

(2)   In the **People's Republic of China**:

In case no settlement can be reached, the disputes will be submitted to China International Economic and Trade Arbitration Commission for arbitration according to the then effective rules of the said Arbitration Commission. The arbitration will take place in Beijing and be conducted in Chinese. The arbitration award will be final and binding on both parties. During the course of arbitration, this agreement will continue to be performed except for the part which the parties are disputing and which is undergoing arbitration.

EUROPE, MIDDLE EAST, AND AFRICA

(3)   In **Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Former Yugoslav Republic of Macedonia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Moldova, Montenegro, Poland, Romania, Russia, Serbia, Slovakia, Tajikistan, Turkmenistan, Ukraine,** and **Uzbekistan**:

All disputes arising out of this Agreement or related to its violation, termination or nullity will be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Center of the Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with these rules. The arbitration will be held in Vienna, Austria, and the official language of the proceedings will be English. The decision of the arbitrators will be final and binding upon both parties. Therefore, pursuant to paragraph 598 (2) of the Austrian Code of Civil Procedure, the parties expressly waive the application of paragraph 595 (1) figure 7 of the Code. IBM may, however, institute proceedings in a competent court in the country of installation.

(4)   In **Estonia, Latvia,** and **Lithuania**:

All disputes arising in connection with this Agreement will be finally settled in arbitration that will be held in Helsinki, Finland in accordance with the arbitration laws of Finland then in effect. Each party will appoint one arbitrator. The arbitrators will then jointly

appoint the chairman. If arbitrators cannot agree on the chairman, then the Central Chamber of Commerce in Helsinki will appoint the chairman.

AMERICAS COUNTRY AMENDMENTS

CANADA

10.1 Items for Which IBM May be Liable

The following replaces Item 1 in the first paragraph of this Subsection 10.1 (Items for Which IBM May be Liable):

1) damages for bodily injury (including death) and physical harm to real property and tangible personal property caused by IBM's negligence; and

13. General

The following replaces Item 13.d:

d. Licensee agrees to comply with all applicable export and import laws and regulations, including those of that apply to goods of United States origin and that prohibit or limit export for certain uses or to certain users.

The following replaces Item 13.i:

i. No right or cause of action for any third party is created by this Agreement or any transaction under it, nor is IBM responsible for any third party claims against Licensee except as permitted by the Limitation of Liability section above for bodily injury (including death) or physical harm to real or tangible personal property caused by IBM's negligence for which IBM is legally liable to that third party.

The following is added as Item 13.m:

m. For purposes of this Item 13.m, "Personal Data" refers to information relating to an identified or identifiable individual made available by one of the parties, its personnel or any other individual to the other in connection with this Agreement. The following provisions apply in the event that one party makes Personal Data available to the other:

  (1) General

  (a) Each party is responsible for complying with any obligations applying to it under applicable Canadian data privacy laws and regulations ("Laws").

  (b) Neither party will request Personal Data beyond what is necessary to fulfill the purpose(s) for which it is requested. The purpose(s) for requesting Personal Data must be reasonable. Each party will agree in advance as to the type of Personal Data that is required to be made available.

  (2) Security Safeguards

  (a) Each party acknowledges that it is solely responsible for determining and communicating to the other the appropriate technological, physical and organizational security measures required to protect Personal Data.

  (b) Each party will ensure that Personal Data is protected in accordance with the security safeguards communicated and agreed to by the other.

  (c) Each party will ensure that any third party to whom Personal Data is transferred is bound by the applicable terms of this section.

  (d) Additional or different services required to comply with the Laws will be deemed a request for new services.

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(3) Use

Each party agrees that Personal Data will only be used, accessed, managed, transferred, disclosed to third parties or otherwise processed to fulfill the purpose(s) for which it was made available.

(4) Access Requests

(a) Each party agrees to reasonably cooperate with the other in connection with requests to access or amend Personal Data.

(b) Each party agrees to reimburse the other for any reasonable charges incurred in providing each other assistance.

(c) Each party agrees to amend Personal Data only upon receiving instructions to do so from the other party or its personnel.

(5) Retention

Each party will promptly return to the other or destroy all Personal Data that is no longer necessary to fulfill the purpose(s) for which it was made available, unless otherwise instructed by the other or its personnel or required by law.

(6) Public Bodies Who Are Subject to Public Sector Privacy Legislation

For Customers who are public bodies subject to public sector privacy legislation, this Item 13.m applies only to Personal Data made available to Customer in connection with this Agreement, and the obligations in this section apply only to Customer, except that: 1) section (2)(a) applies only to IBM; 2) sections (1)(a) and (4)(a) apply to both parties; and 3) section (4)(b) and the last sentence in (1)(b) do not apply.

PERU

10. Limitation of Liability

The following is added to the end of this Section 10 (Limitation of Liability):

Except as expressly required by law without the possibility of contractual waiver, Licensee and IBM intend that the limitation of liability in this Limitation of Liability section applies to damages caused by all types of claims and causes of action. If any limitation on or exclusion from liability in this section is held by a court of competent jurisdiction to be unenforceable with respect to a particular claim or cause of action, the parties intend that it nonetheless apply to the maximum extent permitted by applicable law to all other claims and causes of action.

10.1 Items for Which IBM May be Liable

The following is added at the end of this Subsection 10.1:

In accordance with Article 1328 of the Peruvian Civil Code, the limitations and exclusions specified in this section will not apply to damages caused by IBM's willful misconduct ("dolo") or gross negligence ("culpa inexcusable").

UNITED STATES OF AMERICA:

5. Taxes

The following is added at the end of this Section 5 (Taxes)

For Programs delivered electronically in the United States for which Licensee claims a state sales and use tax exemption, Licensee agrees not to receive any tangible personal property (e.g., media and publications) associated with the electronic program.

Licensee agrees to be responsible for any sales and use tax liabilities that may arise as a result of Licensee's subsequent redistribution of Programs after delivery by IBM.

13. General

The following is added to Section 13 as Item 13.m:

U.S. Government Users Restricted Rights – Use, duplication or disclosure is restricted by the GSA IT Schedule 70 Contract with the IBM Corporation.

The following is added to Item 13.f:

Each party waives any right to a jury trial in any proceeding arising out of or related to this Agreement.

ASIA PACIFIC COUNTRY AMENDMENTS

AUSTRALIA:

5. Taxes

The following sentences replace the first two sentences of Section 5 (Taxes):

If any government or authority imposes a duty, tax (other than income tax), levy, or fee, on this Agreement or on the Program itself, that is not otherwise provided for in the amount payable, Licensee agrees to pay it when IBM invoices Licensee. If the rate of GST changes, IBM may adjust the charge or other amount payable to take into account that change from the date the change becomes effective.

8.1 Limited Warranty

The following is added to Subsection 8.1 (Limited Warranty):

The warranties specified this Section are in addition to any rights Licensee may have under the Trade Practices Act 1974 or other legislation and are only limited to the extent permitted by the applicable legislation.

10.1 Items for Which IBM May be Liable

The following is added to Subsection 10.1 (Items for Which IBM Maybe Liable):

Where IBM is in breach of a condition or warranty implied by the Trade Practices Act 1974, IBM's liability is limited to the repair or replacement of the goods, or the supply of equivalent goods. Where that condition or warranty relates to right to sell, quiet possession or clear title, or the goods are of a kind ordinarily obtained for personal, domestic or household use or consumption, then none of the limitations in this paragraph apply.

HONG KONG SAR, MACAU SAR, AND TAIWAN

As applies to licenses obtained in Taiwan and the special administrative regions, phrases throughout this Agreement containing the word "country" (for example, "the country in which the original Licensee was granted the license" and "the country in which Licensee obtained the Program license") are replaced with the following:

(1)   In **Hong Kong SAR**: "Hong Kong SAR"

(2)   In **Macau SAR**: "Macau SAR" except in the Governing Law clause (Section 14.1)

(3)   In **Taiwan**: "Taiwan."

INDIA

10.1 Items for Which IBM May be Liable

The following replaces the terms of Items 1 and 2 of the first paragraph:

1) liability for bodily injury (including death) or damage to real property and tangible personal property will be limited to that caused by IBM's negligence; and 2) as to any other actual damage arising in any situation involving nonperformance by IBM pursuant to, or in any way related to the subject of this Agreement, IBM's liability will be limited to the charge paid by Licensee for the individual Program that is the subject of the claim.

13. General

The following replaces the terms of Item 13.g:

If no suit or other legal action is brought, within three years after the cause of action arose, in respect of any claim that either party may have against the other, the rights of the concerned party in respect of such claim will be forfeited and the other party will stand released from its obligations in respect of such claim.

INDONESIA

3.3 Term and Termination

The following is added to the last paragraph:

Both parties waive the provision of article 1266 of the Indonesian Civil Code, to the extent the article provision requires such court decree for the termination of an agreement creating mutual obligations.

JAPAN

13. General

The following is inserted after Item 13.f:

Any doubts concerning this Agreement will be initially resolved between us in good faith and in accordance with the principle of mutual trust.

MALAYSIA

10.2 Items for Which IBM Is not Liable

The word "SPECIAL" in Item 10.2b is deleted.

NEW ZEALAND

8.1 Limited Warranty

The following is added:

The warranties specified in this Section are in addition to any rights Licensee may have under the Consumer Guarantees Act 1993 or other legislation which cannot be excluded or limited. The Consumer Guarantees Act 1993 will not apply in respect of any goods which IBM provides, if Licensee requires the goods for the purposes of a business as defined in that Act.

10. Limitation of Liability

The following is added:

Where Programs are not obtained for the purposes of a business as defined in the Consumer Guarantees Act 1993, the limitations in this Section are subject to the limitations in that Act.

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PEOPLE'S REPUBLIC OF CHINA

4. Charges

The following is added:

All banking charges incurred in the People's Republic of China will be borne by Licensee and those incurred outside the People's Republic of China will be borne by IBM.

PHILIPPINES

10.2 Items for Which IBM Is not Liable

The following replaces the terms of Item 10.2b:

b.   special (including nominal and exemplary damages), moral, incidental, or indirect damages or for any economic consequential damages; or

SINGAPORE

10.2 Items for Which IBM Is not Liable

The words "SPECIAL" and "ECONOMIC" are deleted from Item 10.2b.

13. General

The following replaces the terms of Item 13.i:

Subject to the rights provided to IBM's suppliers and Program developers as provided in Section 10 above (Limitation of Liability), a person who is not a party to this Agreement will have no right under the Contracts (Right of Third Parties) Act to enforce any of its terms.

TAIWAN

8.1 Limited Warranty

The last paragraph is deleted.

10.1 Items for Which IBM May Be Liable

The following sentences are deleted:

This limit also applies to any of IBM's subcontractors and Program developers. It is the maximum for which IBM and its subcontractors and Program developers are collectively responsible.

EUROPE, MIDDLE EAST, AFRICA (EMEA) COUNTRY AMENDMENTS

EUROPEAN UNION MEMBER STATES

8. Warranty and Exclusions

The following is added to Section 8 (Warranty and Exclusion):

In the European Union ("EU"), consumers have legal rights under applicable national legislation governing the sale of consumer goods. Such rights are not affected by the provisions set out in this Section 8 Warranty and Exclusions. The territorial scope of the Limited Warranty is worldwide.

EU MEMBER STATES AND THE COUNTRIES IDENTIFIED BELOW

Iceland, Liechtenstein, Norway, Switzerland, Turkey, and any other European country that has enacted local data privacy or protection legislation similar to the EU model.

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13. General

The following replaces Item 13.e:

(1) **Definitions** – For the purposes of this Item 13.e, the following additional definitions apply:

    (a) **Business Contact Information** – business-related contact information disclosed by Licensee to IBM, including names, job titles, business addresses, telephone numbers and email addresses of Licensee's employees and contractors. For Austria, Italy and Switzerland, Business Contact Information also includes information about Customer and its contractors as legal entities (for example, Customer's revenue data and other transactional information)

    (b) **Business Contact Personnel** – Licensee employees and contractors to whom the Business Contact Information relates.

    (c) **Data Protection Authority** – the authority established by the Data Protection and Electronic Communications Legislation in the applicable country or, for non-EU countries, the authority responsible for supervising the protection of personal data in that country, or (for any of the foregoing) any duly appointed successor entity thereto.

    (d) **Data Protection & Electronic Communications Legislation** – (i) the applicable local legislation and regulations in force implementing the requirements of EU Directive 95/46/EC (on the protection of individuals with regard to the processing of personal data and on the free movement of such data) and of EU Directive 2002/58/EC (concerning the processing of personal data and the protection of privacy in the electronic communications sector); or (ii) for non-EU countries, the legislation and/or regulations passed in the applicable country relating to the protection of personal data and the regulation of electronic communications involving personal data, including (for any of the foregoing) any statutory replacement or modification thereof.

    (e) **IBM Group** – International Business Machines Corporation of Armonk, New York, USA, its subsidiaries, and their respective Business Partners and subcontractors.

(2) Licensee authorises IBM:

    (a) to process and use Business Contact Information within IBM Group in support of Licensee including the provision of support services, and for the purpose of furthering the business relationship between Licensee and IBM Group, including, without limitation, contacting Business Contact Personnel (by email or otherwise) and marketing IBM Group products and services (the "Specified Purpose"); and

    (b) to disclose Business Contact Information to other members of IBM Group in pursuit of the Specified Purpose only.

(3) Use

IBM agrees that all Business Contact Information will be processed in accordance with the Data Protection & Electronic Communications Legislation and will be used only for the Specified Purpose.

(4) Access Requests

To the extent required by the Data Protection & Electronic Communications Legislation, Licensee represents that (a) it has obtained (or will obtain) any consents from (and has issued (or will issue) any notices to) the Business Contact Personnel as are necessary in order to enable IBM Group to process and use the Business Contact Information for the Specified Purpose.

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(5)   Retention

Licensee authorises IBM to transfer Business Contact Information outside the European Economic Area, provided that the transfer is made on contractual terms approved by the Data Protection Authority or the transfer is otherwise permitted under the Data Protection & Electronic Communications Legislation.

AUSTRIA

8.2 Exclusions

The following is deleted from the first paragraph:

MERCHANTABILITY, SATISFACTORY QUALITY

10. Limitation of Liability

The following is added:

The following limitations and exclusions of IBM's liability do not apply for damages caused by gross negligence or willful misconduct.

10.1 Items for Which IBM May Be Liable

The following replaces the first sentence in the first paragraph:

Circumstances may arise where, because of a default by IBM in the performance of its obligations under this Agreement or other liability, Licensee is entitled to recover damages from IBM.

In the second sentence of the first paragraph, delete entirely the parenthetical phrase:

"(including fundamental breach, negligence, misrepresentation, or other contract or tort claim)".

10.2 Items for Which IBM Is Not Liable

The following replaces Item 10.2b:

b.   indirect damages or consequential damages; or

BELGIUM, FRANCE, ITALY, and LUXEMBOURG

10. Limitation of Liability

The following replaces the terms of Section 10 (Limitation of Liability) in its entirety:

Except as otherwise provided by mandatory law:

10.1 Items for Which IBM May Be Liable

IBM's entire liability for all claims in the aggregate for any damages and losses that may arise as a consequence of the fulfillment of its obligations under or in connection with this Agreement or due to any other cause related to this Agreement is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if IBM is at fault) or of such cause, for a maximum amount equal to the charges (if the Program is subject to fixed term charges, up to twelve months' charges) Licensee paid for the Program that has caused the damages.

The above limitation will not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which IBM is legally liable.

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10.2 Items for Which IBM Is Not Liable

UNDER NO CIRCUMSTANCES IS IBM OR ANY OF ITS PROGRAM DEVELOPERS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: 1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL, EXEMPLARY OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; AND / OR 3) LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES.

10.3 Suppliers and Program Developers

The limitation and exclusion of liability herein agreed applies not only to the activities performed by IBM but also to the activities performed by its suppliers and Program developers, and represents the maximum amount for which IBM as well as its suppliers and Program developers are collectively responsible.

GERMANY

8.1 Limited Warranty

The following is inserted at the beginning of Section 8.1:

The Warranty Period is twelve months from the date of delivery of the Program to the original Licensee.

8.2 Exclusions

Section 8.2 is deleted in its entirety and replaced with the following:

Section 8.1 defines IBM's entire warranty obligations to Licensee except as otherwise required by applicable statutory law.

10. Limitation of Liability

The following replaces the Limitation of Liability section in its entirety:

a.　IBM will be liable without limit for 1) loss or damage caused by a breach of an express guarantee; 2) damages or losses resulting in bodily injury (including death); and 3) damages caused intentionally or by gross negligence.

b.　In the event of loss, damage and frustrated expenditures caused by slight negligence or in breach of essential contractual obligations, IBM will be liable, regardless of the basis on which Licensee is entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), per claim only up to the greater of 500,000 euro or the charges (if the Program is subject to fixed term charges, up to 12 months' charges) Licensee paid for the Program that caused the loss or damage. A number of defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one default.

c.　In the event of loss, damage and frustrated expenditures caused by slight negligence, IBM will not be liable for indirect or consequential damages, even if IBM was informed about the possibility of such loss or damage.

d.　In case of delay on IBM's part: 1) IBM will pay to Licensee an amount not exceeding the loss or damage caused by IBM's delay and 2) IBM will be liable only in respect of the resulting damages that Licensee suffers, subject to the provisions of Items a and b above.

13. General

The following replaces the provisions of 13.g:

Any claims resulting from this Agreement are subject to a limitation period of three years, except as stated in Section 8.1 (Limited Warranty) of this Agreement.

The following replaces the provisions of 13.i:

No right or cause of action for any third party is created by this Agreement, nor is IBM responsible for any third party claims against Licensee, except (to the extent permitted in Section 10 (Limitation of Liability)) for: i) bodily injury (including death); or ii) damage to real or tangible personal property for which (in either case) IBM is legally liable to that third party.

IRELAND

8.2 Exclusions

The following paragraph is added:

Except as expressly provided in these terms and conditions, or Section 12 of the Sale of Goods Act 1893 as amended by the Sale of Goods and Supply of Services Act, 1980 (the "1980 Act"), all conditions or warranties (express or implied, statutory or otherwise) are hereby excluded including, without limitation, any warranties implied by the Sale of Goods Act 1893 as amended by the 1980 Act (including, for the avoidance of doubt, Section 39 of the 1980 Act).

IRELAND AND UNITED KINGDOM

2. Agreement Structure

The following sentence is added:

Nothing in this paragraph shall have the effect of excluding or limiting liability for fraud.

10.1 Items for Which IBM May Be Liable

The following replaces the first paragraph of the Subsection:

For the purposes of this section, a "Default" means any act, statement, omission or negligence on the part of IBM in connection with, or in relation to, the subject matter of an Agreement in respect of which IBM is legally liable to Licensee, whether in contract or in tort. A number of Defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one Default.

Circumstances may arise where, because of a Default by IBM in the performance of its obligations under this Agreement or other liability, Licensee is entitled to recover damages from IBM. Regardless of the basis on which Licensee is entitled to claim damages from IBM and except as expressly required by law without the possibility of contractual waiver, IBM's entire liability for any one Default will not exceed the amount of any direct damages, to the extent actually suffered by Licensee as an immediate and direct consequence of the default, up to the greater of (1) 500,000 euro (or the equivalent in local currency) or (2) 125% of the charges (if the Program is subject to fixed term charges, up to 12 months' charges) for the Program that is the subject of the claim. Notwithstanding the foregoing, the amount of any damages for bodily injury (including death) and damage to real property and tangible personal property for which IBM is legally liable is not subject to such limitation.

10.2 Items for Which IBM is Not Liable

The following replaces Items 10.2b and 10.2c:

b.　　special, incidental, exemplary, or indirect damages or consequential damages; or

c.　　wasted management time or lost profits, business, revenue, goodwill, or anticipated savings.

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International Passport Advantage Agreement

Part 1 - General Terms

Under this IBM International Passport Advantage Agreement ("Agreement"), IBM provides the Passport Advantage customer a way to obtain authorizations to use, update, and support selected Programs at volume pricing.

The Customer Originating Company and IBM Originating Company agree to coordinate the administration of this Agreement within their respective Enterprises. When used in this Agreement, "IBM" means the IBM Enterprise company that is providing Eligible Products, and "you" means the customer Enterprise company that is ordering them, subject to the Agreement. The Customer Originating Company is the legal entity within your Enterprise of which the entity that identifies itself as the "Originating Site" on an IBM International Passport Advantage Enrollment Form is a part. The IBM Originating Company is the legal entity within International Business Machines Corporation's Enterprise that accepts the Customer Originating Company's orders. This Agreement is entered into with the understanding that each of us is bound by its terms. Both of us agree to distribute copies of the Agreement to our respective participating Enterprise companies. "Enterprise" is defined in **2. Enterprise** below.

Products eligible under this Agreement ("Eligible Products") include commercially available IBM Programs, certain Programs that are subject to a third-party end user license agreement ("Non-IBM Programs"), Support for specified Non-IBM Programs and IBM Programs licensed under the terms of the IBM License for Non-Warranted Programs ("Selected Support"), authorizations to increase your use of a Program, IBM Trade-ups, Competitive Trade-ups, IBM Annual Software Subscription and Support Renewals, IBM Software Subscription and Support Reinstatement, Third Party Annual Software Subscription and Support Renewals, Third Party Software Subscription and Support Reinstatement, and Selected Support renewals.

The Customer Originating Company accepts the terms of this Agreement without modification, and each of its participating Enterprise companies accepts this Agreement without modification, by submitting an IBM International Passport Advantage Enrollment Form to IBM or the reseller(s) from whom they have chosen to obtain Eligible Products ("your reseller(s)"), as applicable. This Agreement is effective on the date IBM accepts your initial order for Eligible Products ("Effective Date") and remains in effect until the Customer Originating Company or the IBM Originating Company terminates it in accordance with **11. Agreement Termination.**

This Agreement, any applicable attachments, and any associated documents, i.e., Enrollment Form, Proofs of Entitlement and invoices (called "Associated Documents"), are the complete agreement regarding these transactions, and replace any prior oral or written communications between us concerning Passport Advantage. If there is a conflict among terms in the various documents, those of an attachment prevail over this Agreement and those of an Associated Document prevail over both of those documents. The terms of the sections of the IBM International Program License Agreement ("IPLA") entitled "Limitation of Liability," "General," and "Governing Law, Jurisdiction, and Arbitration," including their applicable Country-unique Terms, are also part of this Agreement and are incorporated by reference into this Agreement with the following changes:

    a.   The term "Program" is replaced by the term "Eligible Product."

    b.   If not otherwise stated in the Limitation of Liability section of the IPLA, the amount of any other actual direct damages up to the charges for the Program that is the subject of the claim for a fixed term license is 12 months' charges.

    c.   The statement, "All of our rights, duties, and obligations are subject to the courts of the country in which You acquired the Program license" is replaced by the statement, "The rights, duties, and obligations of each of us are valid only in the country in which the transaction is performed or, if IBM agrees, the country where the Eligible Product is placed in productive use," except that all licenses are valid as specifically granted.

    d.   The phrase "the laws of the country in which You acquired the Program license" in the Governing Law subsection is replaced by "the laws of the country in which the transaction is performed."

A copy of the IPLA in its entirety, either in a booklet or on a CD, is provided in the Passport Advantage Welcome Package. It is also available from IBM or its resellers and on the Internet at ibm.com/software/sla.

Once this Agreement is accepted, 1) unless prohibited by applicable law or specified otherwise, any reproduction of it or an Associated Document made by reliable means (for example, photocopy or facsimile) is considered an original and 2) all Eligible Products ordered under this Agreement are subject to it.

If IBM withdraws an Eligible Product from marketing, you will no longer be able to obtain it under this Agreement. If IBM withdraws a Program or a version of a Program from marketing, you may not increase its level of use, beyond the authorizations already acquired, on or after the effective date of withdrawal without IBM's prior written consent, which IBM will not unreasonably withhold.

The "Anniversary" is the first day of the month that follows the anniversary of the Effective Date, unless the Effective Date is the first day of a month, in which event the anniversary of the Effective Date is the Anniversary.

A "Program" is the following, including the original and all whole or partial copies: 1) machine-readable instructions and data, 2) components, 3) audio-visual content (such as images, text, recordings, or pictures), 4) related licensed materials, and 5) license use documents or keys, and documentation.

A "Term" is the period that begins either on the date IBM accepts your initial order (in the case of the initial Term) or on the Anniversary (in the case of subsequent Terms), and ends on the day immediately prior to the next Anniversary.

1. Eligible Products

Eligible Products are for use within your Enterprise only and may not be resold, rented, leased, or transferred to third parties. Any attempt to do so in violation of these provisions is void. In addition, such Eligible Products may not be used to provide commercial hosting or other commercial information technology services to third parties. If, as a result of your moving an Eligible Product across a border, any authority imposes a duty, tax, levy or fee (including withholding taxes, fees, customs or other duties for the import and export of any such Eligible Product), then you agree that you are responsible for, and will pay, any such duty, taxes, levy or other fees. This excludes those taxes based on IBM's net income.

Unless IBM specifies otherwise, it provides Non-IBM Programs and Third Party Software Subscription and Support (as defined in 1.3.1 Software Subscription and Support below) **WITHOUT WARRANTIES OF ANY KIND**. However, non-IBM manufacturers, developers, suppliers, or publishers may provide their own warranties to you.

1.1 IBM Programs

1.1.1 Proof of Entitlement:

IBM specifies a Program's authorized use in a Proof of Entitlement (called "PoE"). Examples of the measure of the level of authorized use include, but are not limited to, the number of copies, processors, or users. This PoE, supported by your matching paid invoice or receipt, is evidence of your level of authorized use. During the period this Agreement remains in effect, and for two years thereafter, IBM has the right to verify your compliance with this Agreement on your premises during your normal business hours and in a manner that minimizes disruption to your business. IBM may use an independent auditor for this with your prior approval, which you will not unreasonably withhold.

1.1.2 Versions and Platforms:

You may use Programs and their associated user documentation in any commercially available national language version up to the level of use authorized in the PoE. You are authorized to use the Program(s) that you obtain under this Agreement on any platform or operating system for which IBM currently makes Program code available under Passport Advantage unless the Program is designated as platform or operating system specific at the time you obtain it.

1.1.3 IBM Trade-ups:

Licenses for certain Programs that replace qualifying IBM Programs may be obtained for a reduced charge. You agree to terminate your use of the replaced IBM Programs when you install the replacement Programs.

1.1.4 Competitive Trade-ups:

Licenses for certain Programs that replace qualifying Non-IBM Programs (see **1.2. Non-IBM Programs** below) may be obtained for a reduced charge. You agree to terminate your use of the replaced Non-IBM Programs when you install the replacement Programs.

1.1.5 License:

IBM Programs obtained under this Agreement are governed by the terms of the IPLA. If there is a conflict between the terms of this Agreement and those of the IPLA, including its License Information document ("LI"), the terms of this Agreement prevail. The IPLA and its LIs are available on the Internet at ibm.com/software/sla .

1.2 Non-IBM Programs

License

The licensing of a Non-IBM Program obtained under this Agreement is governed by the terms of the third party end user license agreement that accompanies it. If there is a conflict between the terms of this Agreement and those of the third party end user license agreement, the terms of this Agreement prevail. IBM is not a party to the third party end user license agreement and assumes no obligations under it.

1.3 Software Subscription and Support and Selected Support

1.3.1 Software Subscription and Support

IBM provides software subscription and support ("IBM Software Subscription and Support") with each IBM Program licensed under the IPLA. Software Subscription and Support is a single offering not available as separate components. IBM does not provide IBM Software Subscription and Support for Non-IBM Programs or for Programs that are licensed under the IBM License Agreement for Non-Warranted Programs (together "Selected Programs"). Third parties may provide software subscription and support ("Third Party Software Subscription and Support ") with Non-IBM Program licenses under the third parties' terms. For purposes of this Agreement, "software subscription and support" means both IBM Software Subscription and Support and Third Party Software Subscription and Support.

IBM Software Subscription and Support begins on the date of acquisition and ends on the last day of the corresponding month in the following year, unless the date of acquisition is the first day of the month, in which case coverage ends on the last day of the month, 12 months from the date of acquisition.

While IBM Software Subscription and Support is in effect for an IBM Program license:

a. IBM will make available to you and authorize you to use the most current commercially available version, release, or update, should any be made available.

b. IBM provides you assistance for your 1) routine, short duration installation and usage (how-to) questions; and 2) code-related questions ("Support"). Such Support for a particular version or release of a Program is available only until IBM or the third party, as applicable, withdraws Support for that Program's version or release. When Support is withdrawn, you must upgrade to a supported version or release of the Program in order to continue to receive Support. The IBM "Software Support Lifecycle" policy is available at http://www-306.ibm.com/software/info/supportlifecycle/ .

c. IBM provides assistance via telephone and, if available, electronic access, only to your information systems (IS) technical support personnel during the normal business hours (published prime shift hours) of your IBM support center. (This assistance is not available to your end users.) IBM provides Severity 1 assistance 24 hours a day, every day of the year. Consult the IBM Software Support Handbook for details at ibm.com/software/support .

d. IBM may request that you allow it to remotely access your system to assist you in isolating the software problem cause. You remain responsible for adequately protecting your system and all data contained in it whenever IBM remotely accesses it with your permission.

IBM Software Subscription and Support does not include assistance for 1) the design and development of applications, 2) your use of IBM Programs in other than their specified operating environment or 3) failures caused by products for which IBM is not responsible under this Agreement.

1.3.2 Selected Support

Selected Programs eligible for Selected Support are listed at www.ibm.com/lotus/PASelectedSupportPrograms.

Selected Support begins on the date of acquisition and ends on the last day of the corresponding month in the following year, unless the date of acquisition is the first day of the month, in which case coverage ends on the last day of the month, 12 months from the date of acquisition.

While Selected Support is in effect for a Selected Program:

a. IBM will make available to you Selected Program defect corrections, if any, that it develops.

b. IBM provides you assistance for your 1) routine, short duration installation and usage (how-to) questions; and 2) code related questions. Selected Support for a particular version or release of a Program is available only until IBM withdraws Selected Support for that Program's version, release, or modification. When such Selected Support is withdrawn, you must upgrade to a supported

version or release of the Program in order to continue to receive such support. The IBM "Software Support Lifecycle" policy does not apply to Selected Support.

c.   IBM may provide you with assistance in designing and developing applications based on your subscription level.

d.   IBM may provide assistance via telephone and electronic access, depending on your location and the subscription level you acquire. Such assistance is provided only to your information systems (IS) technical support personnel during the normal business hours (published prime shift hours) of your IBM support center. Consult the IBM Software Support Handbook for details applicable to Selected Support at ibm.com/software/support.

e.   IBM may request that you allow it to remotely access your system to assist you in isolating the software problem cause. You remain responsible for adequately protecting your system and all data contained in it whenever IBM remotely accesses it with your permission.

IBM WARRANTS THAT IT PROVIDES IBM SOFTWARE SUBSCRIPTION AND SUPPORT AND SELECTED SUPPORT USING REASONABLE CARE AND SKILL. THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IBM does not provide licenses under this Agreement for Selected Programs.

1.3.3   Automatic Annual Renewal of Software Subscription and Support and Selected Support

You may renew your expiring software subscription and support or Selected Support by written authorization to renew (e.g., order form, order letter, purchase order), prior to the expiration date, in accordance with the terms of this Agreement.

IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE, EXPIRING SOFTWARE SUBSCRIPTION AND SUPPORT AND SELECTED SUPPORT ARE AUTOMATICALLY RENEWED TO THE NEXT ANNIVERSARY UNDER THE AGREEMENT TERMS AND AT THE THEN CURRENT RENEWAL CHARGES UNLESS, PRIOR TO THE EXPIRATION DATE, IBM RECEIVES, EITHER DIRECTLY FROM YOU OR THROUGH YOUR RESELLER, AS APPLICABLE, YOUR WRITTEN NOTIFICATION THAT YOU DO NOT WANT TO RENEW. YOU AGREE TO PAY SUCH RENEWAL CHARGES.

Software subscription and support or Selected Support obtained or renewed on the Anniversary is renewable for an additional coverage period of 12 full months.

Software subscription and support or Selected Support obtained on a date other than the Anniversary is renewable at the next Anniversary for an additional coverage period of less than 12 full months for a pro-rated charge, thereby extending the coverage to the following Anniversary.

If you choose not to renew software subscription and support coverage for certain or all of your Program licenses and, at a later date, wish to again obtain coverage for any of those Program licenses, you must obtain IBM Software Subscription and Support Reinstatement or Third Party Software Subscription and Support Reinstatement, as applicable.

1.3.4   Withdrawal of software subscription and support or Selected Support for a particular Program

If IBM or the third party, as applicable, withdraws software subscription and support or Selected Support for a particular Program, you understand that

a.   IBM will not make software subscription and support renewal or Selected Support renewal available for that Program; and

b.   if you renewed IBM Software Subscription and Support for that IBM Program license or Selected Support for a Selected Program license prior to the notice of withdrawal, IBM, at its sole discretion, will either continue to provide IBM Software Subscription and Support or Selected Support to you for that Program license until the end of the then current coverage period or you may obtain a prorated refund. If you renewed Third Party Software Subscription and Support for that Non-IBM Program prior to the notice, the third party will continue to provide Third Party Software Subscription and Support to you for that Non-IBM Program license until the end of the then current coverage period. Otherwise, you may obtain a prorated refund.

1.4 Fixed Term Licensing

As an option, IBM licenses certain Programs for a "Fixed Term." "Fixed Term" means that the duration of the license is the limited term so designated by IBM in the Program's PoE, beginning on the date that your order is accepted by IBM; on the calendar day following the expiration of a prior Fixed Term; or on the calendar day following the Anniversary date, as applicable.

Software Subscription and Support is included with each Fixed Term license and is in effect until the Fixed Term expires.

1.4.1 Automatic Renewal of Fixed Term Licenses

You may renew your expiring Fixed Term License by written authorization to renew (e.g., order form, order letter, purchase order), prior to the expiration date, in accordance with the terms of this Agreement.

IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE, EXPIRING FIXED TERM LICENSES ARE AUTOMATICALLY RENEWED FOR THE SAME DURATION AS THE EXPIRING TERM UNDER THE AGREEMENT TERMS AND AT THE THEN CURRENT RENEWAL CHARGES FOR SUCH PROGRAM LICENSES UNLESS, PRIOR TO THE EXPIRATION DATE, IBM RECEIVES, EITHER DIRECTLY FROM YOU OR THROUGH   YOUR RESELLER, AS APPLICABLE, YOUR WRITTEN NOTIFICATION THAT YOU DO NOT WANT TO RENEW. YOU AGREE TO PAY SUCH RENEWAL CHARGES.

If you choose not to renew the Fixed Term License, you agree to discontinue use of the Program on the expiration date.

If, after the expiration date, you choose to resume use of the Program, you must pay charges associated with an initial Fixed Term License rather than a Fixed Term License renewal.

1.4.2 Anniversary Coordination

For Fixed Terms of six months or more only, initial or subsequent Fixed Terms entered into on a date other than the Anniversary may be renewed at the next Anniversary for an additional period, at a pro-rated renewal charge, in order to extend the Fixed Term to the following Anniversary.

1.4.3 Withdrawal of Fixed Term License for a particular Program

If IBM or the third party, as applicable, withdraws Fixed Term licensing for a particular Program, you understand that:

a.   you may not renew the Fixed Term License for that Program; and

b.   if you renewed the Fixed Term License for a Program prior to the notice of withdrawal, you will, at IBM's or the third party's sole discretion, either (a) continue to use the Program under the Fixed Term licensing terms until the end of the then current Fixed Term or (b) obtain a prorated refund.

2.   Enterprise

An Enterprise includes any legal entity that, by more than 50%, owns, is owned by, or is under common ownership with the Originating Company. The Originating Company is the legal entity that is authorized to execute and administer this Agreement on behalf of an Enterprise. The Originating Company need not be a "company" and may be the entire Enterprise.

3.   Site

"Site" means any defined entity, such as a physical location or organizational unit, e.g., a department, division, subsidiary or cost center, of your Enterprise.

The Originating Company Site is defined as the "Originating Site."

Any Site that subsequently enrolls under this Agreement is defined as an "Additional Site."

In addition to acquiring Eligible Products from IBM, the Originating Site and the Additional Sites may each select a primary reseller from whom they will obtain Eligible Products. A Site may choose to replace its primary reseller at any time upon giving IBM one month's written notice.

IBM provides the primary reseller for each Site with access to complete information concerning the Site's software subscription and support renewals, including software subscription and support renewals for entitlements not originally obtained for the Site from that primary reseller.

The Customer Originating Company is responsible for all Sites' compliance with the terms of this Agreement.

4. Obtaining Eligible Products

To obtain additional authorizations to use Programs under Passport Advantage you must have already obtained the Program code.

IBM's "money-back guarantee" only applies the first time you license the IBM Program. If an IBM Program license is for a fixed term that is subject to renewal, you may obtain a refund only if you return the Program and its PoE within the first 30 days of its initial term.

Under Passport Advantage, each Eligible Product, including CEO Product Categories, is assigned Suggested Volume Price ("SVP") points.

"CEO Product Categories" (groupings of Eligible Products) are obtained on a per-user basis. You must obtain your first CEO Product Category ("Primary Product Category") for all Users within your Enterprise and for not less than the number of Users specified in the CEO Product Categories Table at ibm.com/software/passportadvantage . A "User" is an individual to whom a machine capable of copying, using, or extending the use of Programs has been assigned.

You may obtain additional CEO Product Categories if you meet the minimum number of Users requirement specified in the CEO Product Category in the CEO Product Categories Table at ibm.com/software/passportadvantage . However, you need not obtain additional CEO Product Categories for all Users within your Enterprise.

A User may use any or all of the Programs included in a chosen CEO Product Category. However, all IBM Programs that are used for client access must be obtained from the same CEO Product Category as the server Program they access.

CEO Product Categories: Additions and Deletions

IBM may add Eligible Products to or delete Eligible Products from any CEO Product Category. If IBM deletes an Eligible Product from a CEO Product Category, you may continue to use the deleted Eligible Product but you may not exceed the number of Users enrolled prior to the deletion.

Increasing the number of Users

In the event you increase the number of Users, you must obtain an authorization to use the CEO Product Category for each new User.

Decreasing the number of Users

You will notify IBM in writing prior to your next Anniversary in the event your total number of Users decreases. Decreases may result from a reorganization, restructuring, or sale of one or more of your Sites. A reduction in the number of Users of a temporary or seasonal nature does not qualify as a decrease. Following a decrease in the number of Users, a lower SVP Level may result. If the level of authorized use of a CEO Product Category drops below the minimum number of Users applicable to that CEO Category, you may not renew IBM Software Subscription and Support on a CEO Product Category basis.

5. Relationship SVP Level

The initial Relationship SVP ("RSVP") Level is established by the point value of the initial order. The initial order must be for a minimum of 500 points. If you obtain additional Eligible Products during a Term, you may attain higher RSVP Levels. The higher RSVP Level applies only when you obtain additional Eligible Products after the higher level is attained, except where the point value of an individual order by itself exceeds the point requirement for a higher SVP level. In such case, the higher SVP level applies to the order.

At the first and each subsequent Anniversary, the RSVP Level is set, based on the Eligible Products you have obtained during the previous Term. If, in a subsequent Term, the point value of the Eligible Products you obtain during that Term is less than the point value necessary to maintain the current RSVP Level, then at the next Anniversary the RSVP Level will be reduced to reflect the level at which you are currently obtaining Eligible Products but not by more than one RSVP Level.

Relationship SVP Level Table:

RSVP Level	BL	D	E	F	G	H
Points	<500	500	1,000	2,500	5,000	10,000

6. Resellers

When you order Eligible Products from your IBM reseller(s), IBM is not responsible for 1) their actions, 2) any additional obligations they have to you, or 3) any products or services that they supply to you under their agreements. When you obtain Eligible Products from a reseller, the reseller sets the charges and payment terms.

7. Payment

a. When you obtain Eligible Products from your IBM reseller(s), you pay your reseller directly.

b. When you obtain Eligible Products from IBM,

    (1) you agree to pay as IBM specifies in its invoice or equivalent document, including any late payment fee; and

    (2) if any authority imposes a duty, tax, levy or fee (excluding those based on IBM's net income) upon Eligible Products, then you agree to pay that amount as IBM specifies or supply exemption documentation.

c. The amount payable for a Program license may either be a one-time charge or a charge for a fixed term, depending on the type of license.

8. Mutual Responsibilities

Both of us agree that, under this Agreement:

a. all information exchanged is non-confidential. If either of us requires the exchange of confidential information, it will be made under a signed confidentiality agreement; and

b. each of us may communicate with the other by electronic means and such communication is acceptable as a signed writing to the extent permissible under applicable law. Both of us agree that for all electronic communications, an identification code (called a "user ID") contained in an electronic document is sufficient to verify the sender's identity and the document's authenticity.

c. IBM grants you only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted.

9. Assignment

You may not assign this Agreement in whole or in part, without IBM's prior written consent. Any attempt to do so is void. IBM will not unreasonably withhold this consent.

The assignment of this Agreement, in whole or in part, within the Enterprise of which either of us is a part or to a successor organization by merger or acquisition does not require the consent of the other. IBM is also permitted to assign its rights to payments under this Agreement without obtaining your consent. It is not considered an assignment for IBM to divest a portion of its business in a manner that similarly affects all of its customers.

10. Changes to the Agreement Terms

IBM may change the terms of this Agreement by giving the Customer Originating Company three months' written notice by letter or e-mail. Such change applies as of the date IBM specifies in the notice. You agree that you have consented to any such change if you do not notify IBM in writing, prior to the effective date specified in IBM's written notice, that you disagree with the change. IBM may add or withdraw Eligible Products or change an Eligible Product's SVP or point value at any time. Otherwise, for a change to be valid, both the Customer Originating Company and the IBM Originating Company must sign it. Additional or different terms in any order or written communication from you are void.

11. Agreement Termination

The Customer Originating Company may terminate this Agreement without cause on one month's written notice.

The IBM Originating Company may terminate this Agreement on three months' written notice. If you obtained or renewed IBM Software Subscription and Support for any IBM Programs prior to the notice of termination, IBM, at its sole discretion, will either continue to provide IBM Software Subscription and Support to you for those Programs until the end of the then current coverage period or give you a prorated refund. If you obtained or renewed Third Party Software Subscription and Support for any Non-IBM Programs prior to the notice of termination, the third party may continue to provide Third Party Software Subscription and Support to you for that Non-IBM Program license until the end of the then current coverage period. If the third party licensor does not do so, you may obtain a prorated refund.

The Customer Originating Company will be considered to have terminated this Agreement if neither it nor any of its participating Enterprise companies have placed orders for Eligible Products for 24 consecutive months nor have software subscription and support in effect.

Either of us may terminate this Agreement if the other does not comply with any of its terms, provided the one who is not complying is given written notice and reasonable time to comply.

Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.

12. Geographic Scope

The terms of this Agreement apply in countries where 1) IBM markets its Eligible Products directly or 2) its Eligible Products have been announced as otherwise available.

Part 2 - Country-unique Terms

The terms of this Agreement apply for all countries except that the following terms are country amendments that replace or modify terms in Part 1 for the identified country.

AMERICAS

ANGUILLA, ANTIGUA/BARBUDA, ARUBA, BARBADOS, BERMUDA, BRITISH VIRGIN ISLANDS, CAYMAN ISLANDS, DOMINICA, GRENADA, GUYANA, ST. KITTS, ST. LUCIA, ST. MAARTEN, ST. VINCENT, TORTOLA, BELIZE, BOLIVIA, COSTA RICA, DOMINICAN REPUBLIC, EL SALVADOR, HAITI, HONDURAS, GUATEMALA, NICARAGUA, PANAMA, PARAGUAY, BRAZIL, MEXICO, URUGUAY, CHILE, ARGENTINA, ECUADOR, COLOMBIA, PERU, VENEZUELA, BAHAMAS, JAMAICA, NETHERLANDS ANTILLES, SURINAME, TRINIDAD & TOBAGO, TURKS & CAICOS ISLANDS, AND MONTSERRAT.

1. Eligible Products

*The following replaces the paragraph that begins "IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE" in **1.3.3 Automatic Annual Renewal of Software Subscription and Support and Selected Support**:*

IBM will renew, for an additional payment, expiring software subscription and support for all of your Program licenses and Selected Support for all of your Selected Program licenses to the next Anniversary if IBM or your reseller receives (1) your order to renew (e.g., order form, order letter, purchase order) prior to the expiration of the current coverage period or (2) your payment within 30 days of your receipt of the software subscription and support or Selected Support, as applicable, invoice for the next coverage period.

*The following replaces the paragraph that begins "**IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE**" in **1.4.1 Automatic Renewal of Fixed Term Licenses**:*

IBM will renew, for an additional payment, expiring Fixed Term Licenses for all of your Program licenses for the same duration as the expiring term if IBM or your reseller receives (1) your order to renew (e.g., order form, order letter, purchase order) prior to the expiration of the current term or (2) your payment within 30 days of your receipt of the Fixed Term License invoice for the next term.

ARGENTINA, CHILE, COLOMBIA, ECUADOR, MEXICO, PERU, VENEZUELA, URUGUAY

7. Payment

The following replaces 7b(1)   :

Amounts are due upon receipt of invoice and payable as IBM specifies in an Associated Document. The currency for payment of amounts due is US dollars or the equivalent in local currency as follows:

1. As long as the country operates in a free currency exchange market, you and IBM agree that IBM will accept payment in the applicable country national currency calculated at the country official exchange rate published by the bank specified in an Associated Document on the date payment is made.

2. If the government of a country establishes any restriction or limitation on its free currency exchange markets, you agree to make payments to IBM in US dollars to a bank account in New York, NY, USA, designated by IBM in the Associated Document, provided that such payment is not illegal under country law. If such method of payment is forbidden by country law, you agree to pay the amount indicated in the Associated Document in country national currency, calculated at the official exchange rate which is in use for the remittance of dividends and net earnings to foreign investors outside the country.

You agree to pay accordingly, including any late payment fee. The late payment fee is calculated and payable in US dollars at two percent (or the maximum rate allowed by local law if such is less than two percent) of the delinquent amount due per each thirty day period during which any delinquent balance remains unpaid.

BRAZIL

7. Payment

The following replaces 7b(1)   :

Amounts due are expressed in local currency.

Amounts are due upon receipt of invoice and payable in local currency as IBM specifies in an Associated Document. You agree to pay accordingly, including any late payment fee. Delinquent amounts are subject to monetary correction based on the inflation index called the "General Price Index" calculated by Getulio Vargas Foundation (IGP-M/FGV), plus interest at the rate of one percent per month, both calculated "pro rata die." The late payment fee is calculated against the resultant delinquent amount at the following rates:

1. two percent of the delinquent amount due per the first thirty day period during which any delinquent balance remains unpaid, plus

2. ten percent for each successive thirty day period during which any delinquent balance remains unpaid.

8. Mutual Responsibilities

The following replaces 8b:

b. each of us may communicate with the other by electronic means and such communication is acceptable as a signed writing. An identification code (called a "user ID") contained in an electronic document is sufficient to verify the sender's identity and the document's authenticity;

10. Changes to the Agreement Terms

The following replaces the fourth sentence in this section:

IBM may add or withdraw Eligible Products at any time. IBM may increase SVP with notice. IBM's ability to increase such charges, rates and minimums will be subject to the requirements of Brazilian law.

MEXICO

10. Changes to the Agreement Terms

The following is added after the third sentence:

For those Eligible Products priced in Mexican currency, IBM may increase SVP by giving you fifteen days' written notice.

UNITED STATES OF AMERICA

1. Eligible Products

The following sentence is added at the end of the paragraph that begins "**IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE**" in 1.3.3 Automatic Annual Renewal of Software Subscription and Support and Selected Support:

YOU MAY TERMINATE SOFTWARE SUBSCRIPTION AND SUPPORT FOR A PROGRAM OR SELECTED SUPPORT FOR A SELECTED PROGRAM LICENSE AT ANY TIME AFTER THE FIRST ANNIVERSARY ON ONE MONTH'S WRITTEN NOTICE, EITHER DIRECTLY TO IBM OR THROUGH YOUR IBM RESELLER, AS APPLICABLE, IF IBM HAS NOT RECEIVED YOUR WRITTEN AUTHORIZATION (e.g., order form, order letter, purchase order) TO RENEW YOUR EXPIRING SOFTWARE SUBSCRIPTION AND SUPPORT OR SELECTED SUPPORT. IN SUCH EVENT, YOU MAY OBTAIN A PRORATED REFUND.

The following sentence is added at the end of the paragraph that begins "**IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE**" in 1.4.1 Automatic Renewal of Fixed Term Licenses:

YOU MAY TERMINATE A PROGRAM'S FIXED TERM LICENSE AT ANY TIME AFTER ITS INITIAL TERM ON ONE MONTH'S WRITTEN NOTICE, EITHER DIRECTLY TO IBM OR THROUGH YOUR IBM RESELLER, AS APPLICABLE, IF IBM HAS NOT RECEIVED YOUR WRITTEN AUTHORIZATION (e.g., order form, order letter, purchase order) TO RENEW YOUR EXPIRING FIXED TERM LICENSE. IN SUCH EVENT, YOU MAY OBTAIN A PRORATED REFUND.

ASIA PACIFIC

AUSTRALIA

7. Payment

The following paragraph is added after 7b:

All charges or other amounts payable under this Agreement are specified to include applicable goods and services tax ("GST").

The following paragraph replaces 7b(2) in its entirety:

If any government or authority imposes a duty, tax (other than income tax), levy, or fee, on the Agreement or on the Eligible Product itself, that is not otherwise provided for in the amount payable, you agree to pay it when IBM invoices you. If the rate of GST changes, IBM may adjust the charge or other amount payable to take into account that change from the date the change becomes effective.

CAMBODIA, LAOS, PEOPLE'S REPUBLIC OF CHINA, VIETNAM, BANGLADESH, BHUTAN, NEPAL, BRUNEI, FIJI HONG KONG, INDIA, INDONESIA, JAPAN, REPUBLIC OF KOREA, MACAO, MALAYSIA, MALDIVES, MONGOLIA, BURMA (aka MYANMAR), PAPUA NEW GUINEA, PHILIPPINES, SAMOA, SOLOMON ISLANDS, SRI LANKA, TAIWAN, THAILAND, CHRISTMAS ISLANDS, COCOS (KEELING) ISLANDS, COOK ISLANDS, EAST TIMOR, HEARD & MCDONALD ISLANDS, KIRIBATI, NAURU, NIUE, NORFOLK ISLAND, TOKELAU, TONGA, AND TUVALU

1. Eligible Products

The following replaces the paragraph that begins "IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE" in 1.3.3 Automatic Annual Renewal of Software Subscription and Support and Selected Support:

IBM will renew, for an additional payment, expiring software subscription and support for all of your Program licenses or Selected Support for all of your Selected Program licenses to the next Anniversary if IBM or your reseller receives (1) your order to renew (e.g., order form, order letter, purchase order) prior to the expiration of the current coverage period or (2) your payment within 30 days of your receipt of the software subscription and support or Selected Support , as applicable, invoice for the next coverage period.

The following replaces the paragraph that begins "IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE" in 1.4.1 Automatic Renewal of Fixed Term Licenses:

IBM will renew, for an additional payment, expiring Fixed Term Licenses for all of your Program licenses for the same duration as the expiring term if IBM or your reseller receives (1) your order to renew (e.g., order form, order letter, purchase order) prior to the expiration of the current term or (2) your payment within 30 days of your receipt of the Fixed Term License invoice for the next term.

INDONESIA

11. Agreement Termination

The following paragraph is added just prior to the last paragraph:

We both waive in this regard, the provision of article 1266 of the Indonesian Civil Code to the extent the article provision requires such court decree for the termination of an agreement creating mutual obligations.

JAPAN

2. Site

The following paragraph is added after the fifth paragraph of this section

In the event IBM receives personal information in conjunction with the performance of this Agreement, IBM agrees to handle such personal information in accordance with the attachment entitled Provisions for Handling Personal Information or Memorandum of Understanding on Handling Personal Information signed separately by the parties.

7. Payment

Add the following sentence:

You agree to pay within 30 days from our invoice date.

11. Agreement Termination

The following paragraph is added to this section:

When all or a substantial portion of either party's assets, credits or business are so changed as to make continued performance of that party's obligations impracticable or impossible, the other party may terminate this Agreement with prior written notice.

EUROPE, MIDDLE EAST, AFRICA (EMEA)
EMEA-WIDE
7. Payment

The following replaces 7b(1) for the following countries except as noted:

Amounts are due and payable upon receipt of invoice. You agree to pay accordingly, including any late payment charges.

If payment is not made within 30 days from the date of invoice, (or in the case of quarterly advance billing of recurring charges, within 60 days from the date of invoice), you may be subject to late payment charges.

The late payment charges are calculated as follows:

Belgium and Luxembourg:

Replace the first sentence in the second paragraph of the above EMEA-wide text with the following:

Any amounts not paid within the terms stated on the IBM invoice will be subject to a late payment fee that will be equal to 1% per period of 30 days, based on the outstanding balance VAT included, until paid in full. Late payment fees due will have to be paid at the end of each period of 30 days.

Denmark and Sweden:

Interest according to the Late Payment Interest Act apportioned to the number of days of delay.

Estonia, Latvia and Lithuania:

2% per month apportioned to the number of days of delay.

Finland:

Interest according to the Act on interest rate apportioned to the number of days of delay.

France:

In compliance with the law of May 15th, 2001 any late payment fee is payable the day following the payment date specified on the invoice without any need for a reminder and its rate is equal to the European Central Bank rate for its most recent refinancing operation plus 7 points.

Germany:

Late payment fees will be calculated according to the German statutory rate.

In the second paragraph of the above EMEA-wide text replace both usages of "date of invoice" with the following:

due date

Greece:

The following replaces the above EMEA-wide text:

Amounts are due and payable upon receipt of invoice. If payment is not made within 30 days from the date of invoice, you may be subject to late payment fees.

The late payment fees will be calculated, per day of actual delay, from the due date of the invoice, based on the maximum rate of late payment fee allowed by law.

Italy:

Replace the final paragraph of the above EMEA-wide text with the following:

The late payment charges will be calculated, per day of actual delay, based on the prime rate published by the Italian Banking Association ABI in effect on the last day of the month the payment has been received by IBM, increased by three points.

In case of no payment or partial payment and following a formal credit claim procedure or trial IBM might initiate, the late payment fee will be calculated from the due date of the invoice based on the prime rate published by the Italian Banking Association ABI in effect on the last day of the month the payment was due, increased by three points. IBM can transfer the credit to a factoring company; if we do so we will advise you in writing.

Netherlands:

The following replaces the second and third sentences of the EMEA-wide text:

If payment is not made within 30 days from the date of invoice, you will be in default without the necessity of a default notice. In such case you will be subject to late payment fees of 1% per month.

Norway:

Interest according to the Late Payment Interest Act apportioned to the number of days of delay.

South Africa, Namibia, Lesotho, Swaziland:

Such charges shall accrue daily from the date payment must have been received by IBM, and will be equal to 2% (two percent) above the ruling prime rate (of a bank designated by IBM) on any outstanding payment.

Spain:

Such fees will be calculated applying 1% of the charges per month to the number of days of delay.

UK and Ireland:

Such charges will be calculated at a monthly rate of 2% of the invoice amount, or as permitted by applicable law.

UK, Ireland, South Africa, Namibia, Lesotho, Swaziland:

Add the following:

IBM's rights relating to late payment charges shall be in addition to any other right that IBM may have in the event that you fail to make any payment due to IBM under this Agreement.

IBM reserves the right to require payment in advance of delivery or other security for payment.

ALBANIA, ARMENIA, AZERBAIJAN, BELARUS, BOSNIA-HERZEGOVINA, BULGARIA, CROATIA, GEORGIA, HUNGARY, KAZAKHSTAN, KYRGYZSTAN, MACEDONIA, MOLDOVA, MONTENEGRO, POLAND, ROMANIA, RUSSIA, SERBIA, SLOVAKIA, SLOVENIA, TAJIKISTAN, TURKMENISTAN, UKRAINE, UZBEKISTAN, JORDAN, KENYA, LEBANON, LIBERIA, PAKISTAN, SIERRA LEONE, SOMALIA, WEST BANK/GAZA, YEMEN, BAHRAIN , KUWAIT, OMAN, QATAR, SAUDI ARABIA, UNITED ARAB EMIRATES

1. Eligible Products

The following replaces the paragraph that begins "IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE" in 1.3.3 Automatic Annual Renewal of Software Subscription and Support and Selected Support:

IBM will renew, for an additional payment, expiring software subscription and support for all of your Program licenses or Selected Support for all of your Selected Program licenses to the next Anniversary if IBM or your reseller receives (1) your order to renew (e.g., order form, order letter, purchase order) prior to the expiration of the current coverage period or (2) your payment within 30 days of your receipt of the software subscription and support or Selected Support, as applicable, invoice for the next coverage period.

The following replaces the paragraph that begins "IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE" in 1.4.1 Automatic Renewal of Fixed Term Licenses:

IBM will renew, for an additional payment, expiring Fixed Term Licenses for all of your Program licenses for the same duration as the expiring term if IBM or your reseller receives (1) your order to renew (e.g., order form, order letter, purchase order) prior to the expiration of the current term or (2) your payment within 30 days of your receipt of the Fixed Term License invoice for the next term.

AUSTRIA and GERMANY

1. Eligible Products

The second paragraph is deleted.

*The following is added at the end of, and as part of, **1.2. Non-IBM Programs**:*

Warranty:

(1) Warranty is provided for a period of twelve months, beginning at the date of delivery. Consumers are at least entitled to claim warranty defects within the limitation period provided by law.

(1) IBM warrants that each non-IBM Program, when used in the specified operating environment, relates to its functions and conforms to its specifications. In case a non-IBM Program is

delivered without specifications, IBM only warrants that the non-IBM Program information correctly describes the non-IBM Program, and that the non-IBM Program can be used according to the non-IBM Program information.

(2) IBM does not warrant uninterrupted or error-free operation of the non-IBM Program or that IBM will correct all program defects. The Customer is responsible for the results of the use of a non-IBM Program.

(3) At IBM's discretion, warranty may also be provided by the Licensor himself.

(4) In the event that IBM is unable to remedy a warranty defect within a reasonable period of time - even after an appropriate grace period - the Customer may in respect of this defect (at his discretion) demand a reduction of price, or rescission of contract. In case of minor defects or deviations, the Customer shall not be entitled to demand a rescission of the contract.

(5) In addition, the limitation of liability provision will apply.

(6) However, non-IBM manufacturers, developers, suppliers, or publishers may provide their own warranty to you.

AUSTRIA

7. Payment

Replace the above EMEA-wide text in 7b(1) with the following:

Payment in full is due and payable without deduction upon receipt of invoice. You agree to pay accordingly, including any late payment fees. If the invoice amount is not received on IBM's account within 30 days, upon due date, IBM may charge late payment fees at the rate indicated in the Associated Document.

AUSTRIA, DENMARK, ESTONIA, FINLAND, LATVIA, LITHUANIA, NORWAY, SWEDEN:

7. Payment

The following is omitted in 7b(2):

(excluding those based on IBM's net income)

BELGIUM, FRANCE, UK, IRELAND, SOUTH AFRICA, NAMIBIA, LESOTHO, SWAZILAND:

7. Payment

Delete 7b(2).

EGYPT

8. Mutual Responsibilities

Delete 8b.

FRANCE

10. Changes to the Agreement Terms

The following is added to this section:

If you disagree with the change, you may terminate the transaction by notifying IBM, in writing, within fifteen days after the date of IBM's notification to you of the change.

All notices will be sent to the other party by registered letter.

11. Agreement Termination

The following is added after the fourth paragraph:

All notices will be sent to the other party by registered letter.

NETHERLANDS

7. Payment

Add the following paragraphs to 7b(1):

We may apply your payment to your other outstanding invoices.

Our rights relating to late payment charges shall be in addition to any other right that we may have in the event that you fail to make any payment due to us under this Agreement.

We reserve the right to also base our decision on the conclusion of an agreement with you on your solvency and to require payment in advance of delivery or other security for payment.

Your obligation to pay is unconditional and shall not be subject to any abatement, reduction, set-off, defense, counter-claim interruption, deferment or recoupment.

Replace 7b(2) with the following:

You agree to pay all taxes and duties, regardless of their qualification, unless specified otherwise on the invoice.

SOUTH AFRICA, NAMIBIA, LESOTHO, SWAZILAND

7. Payment

Add the following additional sentence:

When you make payment by cheque, payment is deemed to have been made only when your cheque has been received by IBM and our relevant account has been credited by IBM's authorised bankers.

SWITZERLAND

1. Eligible Products

The following is added to 1.2. Non-IBM Programs:

No liability of whatever sort is accepted or warranty granted by IBM.

8. Mutual Responsibilities

Delete 8b.

TURKEY

7. Payment

The following replaces 7b(1)

Amounts are due and payable upon receipt of invoice. You agree to pay accordingly, including any late payment charges.

If payment is not made within 30 days from the date of invoice, you may be subject to late payment charges.

Add the following to the end of this section:

You are responsible for all banking charges (including, but not limited to, LC charges, commissions, stamps, and extensions) incurred within and outside of Turkey.