



STATE OF CONNECTICUT

165 Capitol Avenue  
Hartford, CT 06106-1658

September 28, 2016

Karen LeBuffe  
IBM Customer Relationship Representative  
IBM Corporation  
One Financial Plaza  
Hartford, CT 06103  
[lebuffe@us.ibm.com](mailto:lebuffe@us.ibm.com)

Re: Master Agreement A-80-044

Dear Ms. LeBuffe:

I have received your request to update the Product Schedule associated with the above noted Department of Administrative Services Master Agreement. **This change adds Option No 6 to the Enterprise Software and Service (ESSO) for the Department of Administrative Services Bureau of Enterprise Systems and Technology (BEST) as outlined in the attached quotation.**

Given the Terms and Conditions of this agreement, the request to update the Product Schedule is approved. A copy of your Product Schedule update request is attached to this letter. Please consider the services a part of the associated Master Agreement and file this approval with the appropriate agreement for future reference.

Best regards,

Jean Del Greco  
Contract Specialist  
DAS Procurement Services

cc: Master Agreement File A-80-044



*One Financial Plaza  
Hartford, CT 06103*

September 28, 2016

Ms. Jean Del Greco  
Contract Specialist  
Department of Administrative Services  
165 Capitol Avenue, 5<sup>th</sup> Floor South  
Hartford, CT 06106-1658

Subject: Product Schedule Update to Master Agreement A-80-044

Dear Ms. Del Greco,

IBM would like to add the attached Supplement to our Master Agreement A-80-044:

“Option No. 6 to the Enterprise Software and Services Option (ESSO)”

The IBM Government entitled 15 month pricing for these transactions is \$11,726,327.00.  
The ESSO Option 6 pricing offers 15 month discounted pricing at \$9, 222,298.00

Please advise if you have any questions or need additional information. Please provide us with your written or email concurrence to the above.

Sincerely,

A black rectangular redaction box covering the signature of Karen LeBuffe. There are some faint blue ink marks visible above and to the right of the box.

Karen LeBuffe  
IBM Customer Relationship Representative  
860-275-5714  
lebuffe@us.ibm.com



## Option No. 6 to Enterprise Software and Services Option

This Option No. 6 ("Option") is effective upon the issuance of a Product Schedule Update and supplements the terms of the Enterprise Software and Services Option ("ESSO"), dated as of March 21, 2011, Addendum No. 1 dated March 29, 2012, Option No. 2 dated November 20, 2012, Addendum No. 3 dated June 6, 2013, and Option No. 4 dated December 24, 2013, Option No. 5 dated September 30, 2014 between State of Connecticut Department of Information Technology, predecessor in interest to the State of Connecticut Department of Administrative Services ("DAS") ("you") and International Business Machines Corporation ("IBM"). Capitalized terms used in this Option, the definitions for which are not found in this Option, are defined in the ESSO or the applicable Associated Document(s).

### 1. Section 2 Definitions is updated as follows

The Actual Inventory Value definition in Section 2 is deleted in its entirety and replaced with the following:

**Actual Inventory Value** - the cumulative sum of the recurring license charges of the installed MLC Programs for the period reflected in the MLC Maximum Table below. IBM will calculate the Actual Inventory Value based on the most beneficial license pricing metric in Client's ICA and its Attachments for which Client qualified at the time of usage (e.g., WLC, PSLC). Actual Inventory Value does not include any charges for use of MLC Programs on Specialty Engine Capacity used to execute exclusively Authorized Workload, but Actual Inventory Value does include charges for any Specialty Engine Capacity used to execute any workload other than Authorized Workload (such charges to be calculated at the rates applicable to General Purpose Capacity). If it is determined that at any time Client did not qualify for a license pricing metric that was used to calculate the Actual Inventory Value, it will be recalculated using the pricing metric for which Client did qualify for such time period, and Client will be responsible for full payment of any additional amounts. If it is determined that at any time Client were executing on Specialty Engine Capacity any workload other than Authorized Workload, the Actual Inventory Value will be recalculated using the charges for the MLC Programs installed on such Specialty Engine Capacity which are applicable to General Purpose Engine Capacity and Client will be responsible for full payment of any additional amounts. In addition, if Client uses any Unauthorized Built-in-Capacity Client agrees to pay for such Capacity, at the charges for such Capacity as if it was acquired from IBM at the prices for which Client then qualifies.

**Cross-Brand Allotment ("CBA"), CBA Offerings** - funds included in the Option Charges that will be held on account for Client's use for purchase of IBM branded software, appliances, IBM and Non-IBM IPAA SaaS and software related services directly from IBM ("CBA Offerings"), and all in accordance with the terms of this Agreement.

**Mutually Agreed Pricing** -- the pricing offered for an ESSO Offering that Client agrees to acquire that is within IBM's then-current established relative selling price for such ESSO Offering.

### 2. Contract Period

This Option No. 6 starts on the date DAS issues its letter confirming the Product Schedule Update to incorporate this Option ("Start Date") and remains in effect up to and including 12/31/2017 ("End Date"), unless earlier terminated as provided per the ESSO.

### 3. Eligible Programs

Section 4 Eligible Programs is supplemented to add the following:



**Option No. 6 to  
Enterprise Software and Services Option**

- i. The Programs listed on the Product List (Schedule I) which is attached to and made part of this Option (the "Listed Programs"). Included in the Option 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 12/31/2017; and

Included within the Option Charges is entitlement for fully paid-up licenses for the quantities of the Previously Deployed PA Licenses.

Appliances and the associated Maintenance and Subscription and Support acquired under this Agreement are listed on Attachment B6 - the Supplement for Purchase of IBM Appliances and Appliance Services ("Appliance Supplement"). Appliances are subject to the terms and conditions of the IPAA, the Appliance Supplement, and this Agreement.

S&S is prepaid and financed by IBM Credit. The financed charges for such prepaid S&S are included in the Option Charges.

#### **4. Eligible Use of Programs**

Use of all Eligible Software Products is subject to the terms and conditions of the applicable Associated Documents, as if you were acquiring the licenses for such Eligible Software Products separately at the most beneficial price for which you qualify.

You may deploy the Eligible Software Products, as permitted by their Associated Documents up to the maximum level of use authorizations (quantities) specified in this Agreement. If your actual deployment of any of the Listed Software Products 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 your then-current (1) RSVP level price for Programs made available under the IPAA and (2) suggested retail price for Programs not made available under IPAA.

Unless specifically agreed herein or in another signed agreement in writing between you and IBM, the Software Products acquired under this Agreement may not be used to settle or resolve any software license non-compliance by you that occurred prior to the Start Date of this Agreement. Further, unless otherwise agreed to by the parties in writing, the Software Products acquired under this Agreement may not be used as authorization to use and deploy such Software Products prior to the Start Date.

#### **6. Provisions for Cross-Brand Allotment Offerings**

Included in the Option Charges are the following available CBA amounts listed in the CBA Availability Table, which in the aggregate total **\$2,264,744.72**:

<b>CBA AVAILABILITY TABLE</b>	
<b>Date Availability</b>	<b>Amount Available</b>
<b>January 1, 2017</b>	<b>\$566,186.18</b>
<b>April 1, 2017</b>	<b>\$566,186.18</b>
<b>July 1, 2017</b>	<b>\$566,186.18</b>
<b>October 1, 2017</b>	<b>\$566,186.18</b>

You may use available CBA to acquire CBA Offerings at the discounts listed on the CBA Pricing Table. Discounts on S&S will only apply to S&S acquired prior to End Date.



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The discounts on the CBA Pricing Table for S&S are available only if Client maintains S&S in accordance with the applicable Associated Documents and S&S is ordered at least thirty (30) days prior to the beginning of the applicable S&S coverage period.

You may use the CBA to acquire other CBA Offerings not listed on the CBA Pricing Table, and the products and services of wholly owned IBM subsidiaries which have been generally enabled for inclusion in ESSO Agreements all at Mutually Agreed Pricing.

Items acquired using the CBA must be ordered via a written communication ("CBA Written Order") prior to the earlier of **December 31, 2017** or the date of termination of this Agreement. The CBA Written Order must include: the description of the products or services Client is acquiring; a reference to the price quote provided to Client by IBM; and indicate that Client intends to use the CBA to pay for such products or services.

Any additional IBM Agreements that govern any CBA Offerings acquired under the Cross-Brand Allotment, as defined below and as referenced in a CBA Written Order, will also be considered Associated Documents.

IBM services will be provided pursuant to a Statement of Work agreed to by the parties and issued under the ICA or any equivalent agreement in effect between the parties. Any services acquired under the CBA must be delivered after the Start Date and completed prior to the earlier of **December 31, 2017** or the termination of this Agreement.

**Accelerating CBA** Upon request if Client wishes to accelerate the payment of prospective Option Charges to accelerate the CBA Availability you must request an amendment of this Agreement. The Option Charges and the available CBA will be restated in the mutually agreed-upon amendment to reflect such pre-payment.

**Expiration of the CBA** Any remaining CBA after the End Date will not be refunded or carried forward into any future period and will be automatically forfeited as of the End Date.

<b>CBA PRICING TABLE</b>		
<b>Category Number</b>	<b>Description of Qualifying Elements</b>	<b>Discount off price at the time of</b>
1	MLC Programs	9.45% off Actual Inventory Value
2	IPAA IBM Programs not otherwise listed in this table, including S&S on such programs, such that all S&S is prorated to be covered until the End Date. Programs for which IBM pays a royalty and Programs that IBM identifies as "restricted" are excluded from this Category.	Mutually agreed upon pricing
8	SystemZ IPLA Programs and the initial 12 months S&S, including S&S on such programs, such that all S&S is prorated to be covered until the End Date. Programs for which IBM pays a royalty and Programs that IBM identifies as "restricted" are excluded from this Category.	Mutually agreed upon pricing

**6.1. Use of CBA for MLC Programs**



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Client qualifies for the Category 1 discounts in the CBA Pricing Table if Client's CBA is available on the date of your request and the Actual Inventory Value has not reached the relevant MLC Annual Maximums specified below. If Client does not satisfy these conditions, then Client agrees to pay for such MLC Programs at the prices for which Client then qualifies as IBM specifies in its invoice to Client.

MLC Annual Maximum Table			
	Period Start Date	Period End Date	MLC Annual Maximum
Period	January 1, 2017	December 31, 2017	\$2,501,136

The MLC Programs may only be used by that part of your Enterprise that existed as of the Start Date of this Agreement and not by any business entities or portions of business entities that become part of your Enterprise through merger or acquisition activity after the Start Date of this Agreement. Client must have exclusive authority to determine who may access the MLC Programs, Client must control the premises where the machines on which the MLC Programs are installed reside ("MLC Machines"), and Client must operate the MLC Machines.

You acknowledge that (1) the MLC Annual Maximum has been set by Client based on inventories, operating environments, and growth projections provided by Client, and (2) Client understands the basis on which the MLC Annual Maximum has been calculated.

You agree that the CBA funds will be applied automatically to the monthly invoice for MLC Programs based on the discounts described in the CBA Pricing Table and that a Purchase Order is not required unless Client notifies us in writing. The CBA balance will be documented quarterly between IBM and Client in a mutually agreed format. Client further agrees that the discount applicable to MLC Programs that is reflected in the CBA Pricing Table will not apply to MLC Programs that are contracted under a separate agreement.

Client may choose to stop using the CBA for MLC Programs by providing written notification to IBM no later than one month before Client would like to stop using the CBA for that purpose, regardless of whether it was prepaid. Any unused amounts will revert back to the CBA fund. Client may cancel MLC Programs pursuant to the terms of the governing Associated Document.

## **6. Additional Funds**

The additional funds ("Additional Funds") included within the ESSO Offerings are a cumulative amount of USD \$75,000 to be used towards the acquisition of IBM Products, IBM Product related Services, or for the payment of invoices issued prior to December 31, 2017 for products and/or services of wholly owned IBM subsidiaries. You may use the Additional Funds to acquire software, hardware or software related services from IBM at mutually agreed prices, provided such agreed prices are within IBM's then-current established relative selling prices for such products and services. You may use the Additional Funds to acquire products and services from wholly owned IBM subsidiaries at mutually agreed prices, provided such agreed prices are within the subsidiary's then-current established relative selling prices for such products and services.

When you elect to use Additional Funds:

- (a) to acquire IBM Programs, you must provide IBM with written notice including the name, part numbers and quantities of such IBM Programs that you wish to acquire and IBM, or the wholly owned IBM subsidiary, will issue proofs of entitlement for your authorized acquisitions;



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

(c) authorize IBM to pay any IBM wholly owned subsidiary issued invoice dated prior to December 31, 2017, you agree to present IBM with such invoice with your written consent for such payment.

Any unused amount of the Additional Funds that you do not use prior to the earlier of December 31, 2017 and the date of termination of this Agreement cannot be refunded to you or carried forward into any future period and will automatically be forfeited.

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

Additional Funds are prepaid funds financed by IBM Credit LLC ("IBM Credit"). The financed charges for such prepaid funds are included in the Option Charges.

## **7. Fulfillment:**

Eligible Programs will be acquired directly from IBM.

## **8. Verification**

You are responsible for (a) creating and maintaining accurate records of all deployments of Eligible Software Products 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 Software Products subject to the License Terms. 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 ("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 the Auditors accurate written records, system tool outputs (including without limitation the retained SMF 30 subtype 4 records), and other system information sufficient to provide auditable verification that your use of all Eligible Software Products is in compliance with the License Terms.

The rights and obligations set forth in this section (Verification) 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 Software Product in excess of its use authorizations or are otherwise not in compliance with the License Terms. In addition to your obligations to pay for any excess use, you agree to promptly pay directly to IBM the charges that IBM specifies in an invoice for: (1) S&S for the Eligible Software Product in such excess use for the lesser of the duration of such excess use or two years; and (2) any additional charges and other liabilities determined as a result of such verification.



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You may elect the License Management Option specified on Attachment A6 (LMO). If elected, the LMO will govern the verification of all IBM software products used and deployed at all sites and environments in your global organization during the term of the Agreement, and supersedes all other verification processes specified for such products in the Agreement and Associated Documents (Standard Verification). You must notify IBM within 90 days of the effective date of this Agreement of your decision to apply LMO or Standard Verification. You represent that you are authorized to make such election. This paragraph does not apply if LMO is currently in effect pursuant to a previous election.

## **9. Charges**

The Option Charges outlined below pertain to this Option No. 6 only. All other Charges under the prior ESSO are still due as outlined in the ESSO. Your payment obligations to IBM and IBM Credit (with respect to your financing of certain of the Option Charges) are set forth in the Table below. You agree to pay the amounts set forth in the table below.

The Option Charges are due on or before the following dates:

<b>Payment Date</b>	<b>Payments to IBM for Non-Financed ESSO Charges</b>	<b>Payments to IBM Credit for Financed Amounts</b>	<b>Customer Total Payments</b>
September 1, 2016	\$157,745	\$317,142	\$474,887
January 1, 2017	\$604,776	\$1,582,077	\$2,186,853
April 1, 2017	\$566,186	\$1,620,667	\$2,186,853
July 1, 2017	\$566,186	\$1,620,667	\$2,186,853
October 1, 2017	\$634,600	\$1,552,252	\$2,186,853
	<b>\$2,529,494</b>	<b>\$6,692,804</b>	<b>\$9,222,298</b>

The Option Charges and any additional charges beyond the Option Charges incurred pursuant to the Section entitled "Eligible Use of Programs" are exclusive of any applicable duties and fees. The Option Charges are not cancelable except as may be otherwise provided in the Section of this Option or the ESSO entitled "Termination."

All other terms and conditions of the ESSO remain unmodified. Nothing herein shall affect or amend your obligation to pay IBM Credit all payments due and to become due as set forth in the Finance Agreement.

You agree that your failure to pay any Option Charges, if not cured within 30 days, shall constitute a breach of this Agreement and the Financing Agreement.

This Option Charge may include payment made to IBM Credit so that you may receive a lower interest rate from IBM Credit on Master Financing Agreement For State and Local Government No. 20820540 between IBM Credit and State of Connecticut ("Finance Agreement") in consideration for your software purchase.

## **10. Termination**





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Enterprise Software and Services Option**

Subject to the payment of the amounts described below, you may terminate this Agreement at each annual anniversary of the Start Date by providing IBM written notice at least ninety (90) days prior to such anniversary.

Upon termination, you will pay to IBM all amounts due and payable up to the effective date of the termination, including, but not limited to:

- i. Any CBA payments owed up to and including the effective termination date plus any outstanding amounts committed under a CBA Written Order; and
- ii. Any amounts due pursuant to the section of this Agreement entitled "Verification"; and
- iii. The Deferred Payments Settlement Amount for the Listed Software Products for the S&S Coverage Period; and
- iv. Any taxes which arise on or before the date of the termination

In addition, you will pay to IBM Credit any charges set forth in the Finance Agreement section related to termination and/or financing prepayment.

Upon termination, any existing CBA will not be refunded, and all CBA discounts will expire.

The Deferred Payments Settlement Amount represents the payment of the non-financed amounts included in the Option Charges, payment of which IBM agreed to defer. Your obligation to pay the Deferred Payments Settlement Amount is absolute and unconditional and shall not be affected by any claim, counterclaim, or right of set-off of any kind whatsoever.

<b>Effective Date of Termination</b>	<b>Deferred Payments Settlement Amount</b>
September 30, 2017	\$634,601

The prices and terms of this Option are valid through December 31, 2017 provided the issuance of a Product Schedule Update and Option is received by you by September 30, 2016 or it is void.

The parties agree that this Option No. 6, Option No. 5, Option No. 4, Addendum No. 3, Option No. 2, Addendum No. 1 and the ESSO are the only documents between us and replace any prior oral and/or written communications between us concerning this subject matter. If there is a conflict among terms of this Option and those of the ESSO, Addendum 1, Option No. 2, Addendum No. 3, Option No. 4, Option No. 5, this Option prevails.



Option No. 6 to  
Enterprise Software and Services Option

**SCHEDULE I6 – Listed Programs**

New Distributed Program Licenses		
Part Number	Description	Quantity
D0V5LLL	IBM Security QRadar SIEM Flow Capacity Pack Increase of 100K FPM Install License + SW Subscription & Support 12 Months	1
D0WPSLL	IBM Security QRadar SIEM Event Processor 16XX Failover Install License + SW Subscription & Support 12 Months	1
D0V5JLL	IBM Security QRadar SIEM Event Capacity Pack Increase of 2.5K EPS Install License + SW Subscription & Support 12 Months	3
D10V7LL	IBM Security QRadar Vulnerability Manager Add-On 60XX Install License + SW Subscription & Support 12 Months	1
D14TALL	IBM Security QRadar Data Node for Multiplatform Install License + SW Subscription & Support 12 Months	1
D11WNLL	IBM Spectrum Protect Extended Edition 10 Processor Value Units (PVUs) License + SW Subscription & Support 12 Months	4000
D11WELL	IBM Spectrum Protect for Databases 10 Processor Value Units (PVUs) License + SW Subscription & Support 12 Months	1500
D14RCLL	IBM Security QRadar Core Appliance XX28 G2 Appliance Install Initial Appliance Business Critical Service Upgrade 12 Months	7
D14RDLL	IBM Security QRadar Core Appliance XX28 G2 Appliance Install Initial Appliance Hard Drive Retention Service Upgrade 12 Months	7
D14RKLL	IBM Security QRadar QFlow Collector 1201 G2 Appliance Install Initial Appliance Business Critical Service Upgrade 12 Months	1
D14RLLL	IBM Security QRadar QFlow Collector 1201 G2 Appliance Install Initial Appliance Hard Drive Retention Service Upgrade 12 Months	1

S&S for New Distributed Program Licenses				
Part Number	Description	Quantity	S&S Coverage From	S&S Coverage To
E0F4RLL	IBM Security QRadar SIEM Flow Capacity Pack Increase of 100K FPM Install Annual SW Subscription & Support Renewal	1	10/1/17	12/31/17
E0G1HLL	IBM Security QRadar SIEM Event Processor 16XX Failover Install Annual SW Subscription & Support Renewal	1	10/1/17	12/31/17
E0F4QLL	IBM Security QRadar SIEM Event Capacity Pack Increase of 2.5K EPS Install Annual SW Subscription & Support Renewal	3	10/1/17	12/31/17
E0I58LL	IBM Security QRadar Vulnerability Manager Add-On 60XX Install Annual SW Subscription & Support Renewal	1	10/1/17	12/31/17
E0JI0LL	IBM Security QRadar Data Node Install Annual SW Subscription & Support Renewal	1	10/1/17	12/31/17
E0LWGLL	IBM Spectrum Protect Extended Edition 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal	4000	10/1/17	12/31/17
E0LWBLL	IBM Spectrum Protect for Databases 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal	1500	10/1/17	12/31/17
E0JGZLL	IBM Security QRadar Core Appliance XX28 G2 Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	7	10/1/17	12/31/17
E0JH0LL	IBM Security QRadar Core Appliance XX28 G2 Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	7	10/1/17	12/31/17
E0JH5LL	IBM Security QRadar QFlow Collector 1201 G2 Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	10/1/17	12/31/17
E0JH6LL	IBM Security QRadar QFlow Collector 1201 G2 Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	10/1/17	12/31/17



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<b>S&amp;S Renewals for Existing Dist Pgm Licenses</b>				
<b>Part Number</b>	<b>Description</b>	<b>Quantity</b>	<b>S&amp;S Coverage From</b>	<b>S&amp;S Coverage To</b>
E0J9XLL	IBM Spectrum Scale Standard Server Socket Annual SW Subscription & Support Renewal 12 Months	2	11/1/16	12/31/17
E025SLL	IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	3360	12/1/16	12/31/17
E0KD7LL	IBM Security Network Protection XGS7100 - Add-On Software - Flexible Performance Upgrade - Primary - Install Annual Software Subscription and Support Renewal	1	12/1/16	12/31/17
E0KD7LL	IBM Security Network Protection XGS7100 - Add-On Software - Flexible Performance Upgrade - Primary - Install Annual Software Subscription and Support Renewal	1	12/1/16	12/31/17
E0KD7LL	IBM Security Network Protection XGS7100 - Add-On Software - Flexible Performance Upgrade - Primary - Install Annual Software Subscription and Support Renewal	1	12/1/16	12/31/17
E0KD7LL	IBM Security Network Protection XGS7100 - Add-On Software - Flexible Performance Upgrade - Primary - Install Annual Software Subscription and Support Renewal	1	12/1/16	12/31/17
E0KDALL	IBM Security Network Protection XGS7100 - Add-On Software - SSL Inspection - Primary - Install Annual Software Subscription and Support Renewal	1	12/1/16	12/31/17
E0KDALL	IBM Security Network Protection XGS7100 - Add-On Software - SSL Inspection - Primary - Install Annual Software Subscription and Support Renewal	1	12/1/16	12/31/17
E012NLL	BM Rational Performance Test Pack Virtual Testers 2500 Floating User Annual SW Subscription & Support Renewal	2	10/1/2016	12/31/2017
E0MNVLL	IBM Spectrum Control Standard Edition Storage Capacity Unit (1-100) Annual SW Subscription & Support Renewal	17	1/1/17	12/31/17
E07B9LL	IBM Case Foundation Add-On Authorized Linux on System z User Value Unit Annual SW Subscription & Support Renewal	175	1/1/17	12/31/17
E079XLL	IBM Enterprise Records Add on Authorized Linux on System z User Value Unit SW Subscription & Support Renewal	1125	1/1/17	12/31/17
E0DTTLL	IBM InfoSphere Optim Test Data Management Enterprise Edition Terabyte Annual SW Subscription & Support Renewal	4	1/1/17	12/31/17
E09PTLL	IBM SPSS Bootstrapping Authorized User Annual SW Subscription & Support Renewal	1	1/1/17	12/31/17
E09PZLL	IBM SPSS Data Preparation Authorized User Annual SW Subscription & Support Renewal	1	1/1/17	12/31/17
E09QALL	IBM SPSS Direct Marketing Authorized User Annual SW Subscription & Support Renewal	1	1/1/17	12/31/17
E09Q2LL	IBM SPSS Neural Networks Authorized User Annual SW Subscription & Support Renewal	1	1/1/17	12/31/17
E0BMHLL	IBM Tivoli Composite Applications for Application Diagnostics for zEnterprise BladeCenter Extension and Linux on System z Resource Value Unit Annual SW Subscription & Support Renewal	8	1/1/17	12/31/17
E0BMELL	IBM Tivoli Composite Application Manager for Transactions for Web and Robotic Response and Tracking Resource Value Unit for Linux on System z Annual SW Subscription & Support Renewal	8	1/1/17	12/31/17
E0BKCLL	IBM Tivoli Network Manager Base Install Annual SW Subscription & Support Renewal	1	1/1/17	12/31/17
E0882LL	IBM Tivoli Netcool OMNibus Base Install Annual SW Subscription & Support Renewal	1	1/1/17	12/31/17
E0F3MLL	IBM Tivoli Composite Application Manager For Applications 3 Agent Pack Resource Value Unit For zEnterprise BladeCenter Extension and Linux on System z Annual SW Subscription & Support Renewal	8	1/1/17	12/31/17
E025SLL	IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	11400	1/1/17	12/31/17



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E0KHULL	IBM DataPower Gateway Virtual Edition Processor Value Unit Annual Software Subscription & Support Renewal	1120	1/1/17	12/31/17
E0LWGLL	IBM Spectrum Protect Extended Edition 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal	6230	1/1/17	12/31/17
E0LWBLL	IBM Spectrum Protect for Databases 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal	952	1/1/17	12/31/17
E0J9XLL	IBM Spectrum Scale Standard Server Socket Annual SW Subscription & Support Renewal 12 Months	3	1/1/17	12/31/17
E0ELFLL	IBM Security Guardium Aggregator Software Appliance Install Annual SW Subscription & Support Renewal	3	1/1/17	12/31/17
E0ELXLL	IBM Security Guardium Central Management and Aggregation Pack Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	18562	1/1/17	12/31/17
E0ELXLL	IBM Security Guardium Central Management and Aggregation Pack Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	5518	1/1/17	12/31/17
E0ELGLL	IBM Security Guardium Collector Software Appliance Install Annual SW Subscription & Support Renewal	10	1/1/17	12/31/17
E0ELTLL	IBM Security Guardium Standard Activity Monitor for Databases Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	18562	1/1/17	12/31/17
E0ELTLL	IBM Security Guardium Standard Activity Monitor for Databases Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	5518	1/1/17	12/31/17
E06JMLL	IBM Security Key Lifecycle Manager Basic Edition Install SW Subscription & Support Renewal	2	1/1/17	12/31/17
E0CQKLL	IBM Security Key Lifecycle Manager for Tape Client Device Annual SW Subscription & Support Renewal	12	1/1/17	12/31/17
E020KLL	IBM Domino Enterprise Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	300	1/1/17	12/31/17
E0225LL	IBM Domino Utility Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	300	1/1/17	12/31/17
E0HQGLL	IBM Forms Experience Builder Linux on System z Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	480	1/1/17	12/31/17
E0EHILL	IBM Datacap Enterprise Edition Add-On Authorized User Value Unit Annual SW Subscription & Support Renewal 12 Months	13	1/1/17	12/31/17
E0AY7LL	IBM Enterprise Content Management System Monitor Managed Virtual Server Annual SW Subscription & Support Renewal	1	1/1/17	12/31/17
E0DTULL	IBM InfoSphere Optim Test Data Management Enterprise Edition Non-Relational Connectors Terabyte Annual SW Subscription & Support Renewal	1	1/1/17	12/31/17
E01MKLL	IBM Rational Application Developer for WebSphere Software Floating User Single Install Annual SW Subscription & Support Renewal	40	1/1/17	12/31/17
E0KEBLL	IBM Enterprise Records Foundation Add-On Authorized User Value Unit on System z Annual SW Subscription & Support Renewal	57	1/1/17	12/31/17
E0CNELL	IBM Global Retention Policy and Schedule Management Authorized User Value Unit Annual SW Subscription & Support Renewal	7	1/1/17	12/31/17
E0CNJLL	IBM Disposal and Governance Management for IT User Value Unit Annual SW Subscription & Support Renewal	7	1/1/17	12/31/17
E1AR9LL	IBM DB2 Connect Unlimited Edition for System z Host Server Annual SW Subscription & Support Renewal	1	1/1/17	12/31/17
E0HPVLL	IBM DB2 Advanced Enterprise Server Edition Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	4200	1/1/17	12/31/17
E0HPVLL	IBM DB2 Advanced Enterprise Server Edition Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	2240	1/1/17	12/31/17
E0867LL	IBM DB2 pureScale Feature Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	4200	1/1/17	12/31/17
E0867LL	IBM DB2 pureScale Feature Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	1120	1/1/17	12/31/17
E0AXTLL	IBM Datacap Authorized User Value Unit Annual SW Subscription & Support Renewal	162	1/1/17	12/31/17



**Option No. 6 to  
Enterprise Software and Services Option**

E0BM3LL	IBM Datacap Connector for eMail and Electronic Documents Connection Annual SW Subscription & Support Renewal	3	1/1/17	12/31/17
E0BM2LL	IBM Datacap Connector for Fax Connection Annual SW Subscription & Support Renewal	3	1/1/17	12/31/17
E020CLL	IBM DB2 Enterprise Server Edition Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	2600	1/1/17	12/31/17
E1AQSL	IBM DB2 Connect Unlimited Edition for System z Millions of Service Units per Hour Annual SW Subscription & Support Renewal	18	1/1/17	12/31/17
E1AQSL	IBM DB2 Connect Unlimited Edition for System z Millions of Service Units per Hour Annual SW Subscription & Support Renewal	119	1/1/17	12/31/17
E04Y6LL	IBM Case Foundation Add-On Authorized User Value Unit Annual SW Subscription & Support Renewal	624	1/1/17	12/31/17
E04Y6LL	IBM Case Foundation Add-On Authorized User Value Unit Annual SW Subscription & Support Renewal	85	1/1/17	12/31/17
E07B5LL	IBM Case Foundation Authorized Linux on System z User Value Unit Annual SW Subscription & Support Renewal	350	1/1/17	12/31/17
E07B9LL	IBM Case Foundation Add-On Authorized Linux on System z User Value Unit Annual SW Subscription & Support Renewal	550	1/1/17	12/31/17
E0IFULL	IBM Case Foundation Add-On Eligible Participant Linux on System z Resource Value Unit Annual SW Subscription & Support Renewal	8000	1/1/17	12/31/17
E04ZKLL	IBM FileNet Capture Professional - Medium Volume Edition Client Device Annual SW Subscription & Support Renewal	2	1/1/17	12/31/17
E04Z0LL	IBM FileNet Capture Professional - High Volume Edition Client Device Annual SW Subscription & Support Renewal	5	1/1/17	12/31/17
E04YZLL	IBM FileNet Capture Professional-Inbound Link Client Device Annual SW Subscription & Support Renewal	4	1/1/17	12/31/17
E04ZELL	IBM FileNet Capture-Advanced Doc Processing Client Device Annual SW Subscription & Support Renewal	7	1/1/17	12/31/17
E04ZNLL	IBM FileNet Capture Toolkit Client Device Annual SW Subscription & Support Renewal	2	1/1/17	12/31/17
E0501LL	IBM FileNet Content Manager Authorized User Value Unit Annual SW Subscription & Support Renewal	85	1/1/17	12/31/17
E07AYLL	IBM FileNet Content Manager Authorized Linux on System z User Value Unit SW Subscription & Support Renewal	85	1/1/17	12/31/17
E07AZLL	IBM FileNet Content Manager Employee Linux on System z User Value Unit SW Subscription & Support Renewal	22027	1/1/17	12/31/17
E07AZLL	IBM FileNet Content Manager Employee Linux on System z User Value Unit SW Subscription & Support Renewal	3700	1/1/17	12/31/17
E0IF0LL	IBM FileNet Content Manager Eligible Participant Linux on System z Resource Value Unit Annual SW Subscription & Support Renewal	432000	1/1/17	12/31/17
E0IF0LL	IBM FileNet Content Manager Eligible Participant Linux on System z Resource Value Unit Annual SW Subscription & Support Renewal	100000	1/1/17	12/31/17
E0IF0LL	IBM FileNet Content Manager Eligible Participant Linux on System z Resource Value Unit Annual SW Subscription & Support Renewal	450	1/1/17	12/31/17
E0AY7LL	IBM Enterprise Content Management System Monitor Managed Virtual Server Annual SW Subscription & Support Renewal	2	1/1/17	12/31/17
E052QLL	IBM Enterprise Records Add-On Authorized User Value Unit Annual SW Subscription & Support Renewal	625	1/1/17	12/31/17
E052QLL	IBM Enterprise Records Add-On Authorized User Value Unit Annual SW Subscription & Support Renewal	85	1/1/17	12/31/17
E079XLL	IBM Enterprise Records Add on Authorized Linux on System z User Value Unit SW Subscription & Support Renewal	350	1/1/17	12/31/17
E079XLL	IBM Enterprise Records Add on Authorized Linux on System z User Value Unit SW Subscription & Support Renewal	465	1/1/17	12/31/17
E0IZFLL	IBM Enterprise Records Add-On Eligible Participant on System z Resource Value Unit Annual SW Subscription & Support Renewal	432000	1/1/17	12/31/17
E0IZFLL	IBM Enterprise Records Add-On Eligible Participant on System z Resource Value Unit Annual SW Subscription & Support Renewal	8000	1/1/17	12/31/17



**Option No. 6 to  
Enterprise Software and Services Option**

E0BNDLL	IBM Case Manager Add-On for IBM Case Foundation Authorized Linux on System z User Value Unit Annual SW Subscription & Support Renewal	624	1/1/17	12/31/17
E06LJLL	IBM InfoSphere Optim Data Masking Solution Processor Value Unit (PVU) SW Subscription & Support Renewal	3920	1/1/17	12/31/17
E0256LL	IBM MQ Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	1200	1/1/17	12/31/17
E0256LL	IBM MQ Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	1120	1/1/17	12/31/17
E0256LL	IBM MQ Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	2600	1/1/17	12/31/17
E0256LL	IBM MQ Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	800	1/1/17	12/31/17
E012RLL	IBM Rational Performance Test Pack Virtual Testers 5000 Floating User Annual SW Subscription & Support Renewal	1	1/1/17	12/31/17
E01MALL	IBM Rational Performance Tester Floating User Annual SW Subscription & Support Renewal	3	1/1/17	12/31/17
E01MJLL	IBM Rational Application Developer for WebSphere Software Authorized User Annual SW Subscription & Support Renewal	81	1/1/17	12/31/17
E01MJLL	IBM Rational Application Developer for WebSphere Software Authorized User Annual SW Subscription & Support Renewal	11	1/1/17	12/31/17
E02ENLL	IBM Tivoli Application Dependency Discovery Manager Install Annual SW Subscription & Support Renewal	1	1/1/17	12/31/17
E02EPLL	IBM Tivoli Application Dependency Discovery Manager Resource Value Unit Annual SW Subscription & Support Renewal	9600	1/1/17	12/31/17
E03TSLL	IBM Tivoli Netcool/Impact Base Install Annual SW Subscription & Support Renewal	1	1/1/17	12/31/17
E03TULL	IBM Tivoli Netcool/Impact Tier 1 Resource Value Unit Annual SW Subscription & Support Renewal	1	1/1/17	12/31/17
E0BKCLL	IBM Tivoli Network Manager Base Install Annual SW Subscription & Support Renewal	1	1/1/17	12/31/17
E0BKSLl	IBM Tivoli Network Manager IP Edition Network Device Tier Resource Value Unit Annual SW Subscription & Support Renewal	959	1/1/17	12/31/17
E07UZLL	IBM Tivoli Netcool OMNIBus Event Device Tier Resource Value Unit Annual SW Subscription & Support Renewal	955	1/1/17	12/31/17
E0882LL	IBM Tivoli Netcool OMNIBus Base Install Annual SW Subscription & Support Renewal	1	1/1/17	12/31/17
E025SLL	IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	3840	1/1/17	12/31/17
E025SLL	IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	1200	1/1/17	12/31/17
E025SLL	IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	11830	1/1/17	12/31/17
E025SLL	IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	560	1/1/17	12/31/17
E025SLL	IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	1900	1/1/17	12/31/17
E025TLL	IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) for Linux on System z Annual SW Subscription & Support Renewal	240	1/1/17	12/31/17
E025TLL	IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) for Linux on System z Annual SW Subscription & Support Renewal	200	1/1/17	12/31/17
E025TLL	IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) for Linux on System z Annual SW Subscription & Support Renewal	240	1/1/17	12/31/17
E0BRLLl	IBM Integration Designer per Authorized User Annual SW Subscription & Support Renewal	25	1/1/17	12/31/17
E025QLL	IBM WebSphere Application Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	3360	1/1/17	12/31/17



**Option No. 6 to  
Enterprise Software and Services Option**

E025QLL	IBM WebSphere Application Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	980	1/1/17	12/31/17
E025QLL	IBM WebSphere Application Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	560	1/1/17	12/31/17
E0AIXLL	IBM WebSphere Enterprise Service Bus Registry Edition Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	480	1/1/17	12/31/17
E0AIXLL	IBM WebSphere Enterprise Service Bus Registry Edition Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	6230	1/1/17	12/31/17
E0AIXLL	IBM WebSphere Enterprise Service Bus Registry Edition Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	1120	1/1/17	12/31/17
E0I69LL	IBM Forms Server Linux on System z Processor Value Unit (PVU) Annual SW Subscription & Support Renewal 12 Months	600	1/1/17	12/31/17
E0I69LL	IBM Forms Server Linux on System z Processor Value Unit (PVU) Annual SW Subscription & Support Renewal 12 Months	240	1/1/17	12/31/17
E0HNMMLL	IBM Rational Developer for the Enterprise Authorized User for System z Annual SW Subscription & Support Renewal	15	1/1/17	12/31/17
E05M7LL	IBM Rational Quality Manager Quality Professional Authorized User Single Install Annual SW Subscription & Support Renewal	3	1/1/17	12/31/17
E05M7LL	IBM Rational Quality Manager Quality Professional Authorized User Single Install Annual SW Subscription & Support Renewal	2	1/1/17	12/31/17
E06JKLL	IBM Rational Quality Manager Quality Professional Floating User Single Install Annual SW Subscription & Support Renewal	3	1/1/17	12/31/17
E060ILL	IBM Rational DOORS Next Generation Analyst Authorized User Single Install license Annual SW Subscription & Support Renewal	2	1/1/17	12/31/17
E060ILL	IBM Rational DOORS Next Generation Analyst Authorized User Single Install license Annual SW Subscription & Support Renewal	3	1/1/17	12/31/17
E0AMCLL	IBM Rational Team Concert Developer for Workgroups Authorized User Single Install Annual SW Subscription & Support Renewal	5	1/1/17	12/31/17
E0G1BLL	IBM Security QRadar SIEM All-in-One 21XX Install Annual SW Subscription & Support Renewal	1	1/1/17	12/31/17
E0G1ELL	IBM Security QRadar SIEM Console 31XX Install Annual SW Subscription & Support Renewal	1	1/1/17	12/31/17
E0G1FLL	IBM Security QRadar SIEM Console 31XX Failover Install Annual SW Subscription & Support Renewal	1	1/1/17	12/31/17
E0G1KLL	IBM Security QRadar SIEM Event/Flow Processor 18XX Install Annual SW Subscription & Support Renewal	1	1/1/17	12/31/17
E0G1LLL	IBM Security QRadar SIEM Event/Flow Processor 18XX Failover Install Annual SW Subscription & Support Renewal	1	1/1/17	12/31/17
E0G34LL	IBM Security QRadar SIEM Flow Capacity Increase from 25K to 50K FPM Install Annual SW Subscription & Support Renewal	1	1/1/17	12/31/17
E0G36LL	IBM Security QRadar SIEM Flow Capacity Increase 50K to 100K FPM Install Annual SW Subscription & Support Renewal	1	1/1/17	12/31/17
E0F4RLL	IBM Security QRadar SIEM Flow Capacity Pack Increase of 100K FPM Install Annual SW Subscription & Support Renewal	1	1/1/17	12/31/17
E046DLL	IBM Security AppScan Standard Floating User Single Install Annual SW Subscription & Support Renewal	1	1/1/17	12/31/17
E06WHLL	IBM Security Identity and Access Assurance User Value Unit Annual SW Subscription & Support Renewal	36500	1/1/17	12/31/17
E07UMLL	IBM Domino Enterprise Client Access License Authorized User Annual SW Subscription & Support Renewal	292	1/1/17	12/31/17
E07UMLL	IBM Domino Enterprise Client Access License Authorized User Annual SW Subscription & Support Renewal	25	1/1/17	12/31/17
E020KLL	IBM Domino Enterprise Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	300	1/1/17	12/31/17
E0225LL	IBM Domino Utility Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	300	1/1/17	12/31/17



**Option No. 6 to  
Enterprise Software and Services Option**

E0LVELL	IBM Spectrum Protect Entry Managed Server Annual SW Subscription & Support Renewal	7	1/1/17	12/31/17
E06JILL	IBM Rational Quality Manager Contributor Floating User Single Install Annual SW Subscription & Support Renewal	1	1/1/17	12/31/17
E0HNMLL	IBM Rational Developer for the Enterprise Authorized User for System z Annual SW Subscription & Support Renewal	15	1/1/17	12/31/17
E051MLL	IBM FileNet Rendition Engine Server Annual SW Subscription & Support Renewal	1	1/1/17	12/31/17
E051NLL	IBM FileNet Rendition Engine Non-Prod Server Annual SW Subscription & Support Renewal	2	1/1/17	12/31/17
E07B9LL	IBM Case Foundation Add-On Authorized Linux on System z User Value Unit Annual SW Subscription & Support Renewal	363	1/1/17	12/31/17
E0AQ4LL	IBM Rational Team Concert Contributor for System Z Floating User Single Install Annual SW Subscription & Support Renewal	5	1/1/17	12/31/17
E0AQ5LL	IBM Rational Team Concert Developer Floating User Single Install Annual SW Subscription & Support Renewal	3	1/1/17	12/31/17
E0AQCLL	IBM Rational Team Concert Developer for IBM Enterprise Platforms for System Z Authorized User Single Install Annual SW Subscription & Support Renewal	10	1/1/17	12/31/17
E0AQELL	IBM Rational Team Concert Stakeholder for System Z Floating User Single Install Annual SW Subscription & Support Renewal	2	1/1/17	12/31/17
E0AXTLL	IBM Datacap Authorized User Value Unit Annual SW Subscription & Support Renewal	203	1/1/17	12/31/17
E0AQ7LL	IBM Rational Team Concert Contributor for System Z Authorized User Single Install Annual SW Subscription & Support Renewal	5	1/1/17	12/31/17
E0APQLL	IBM Rational Team Concert Developer for IBM Enterprise Platforms for System Z Floating User Single Install Annual SW Subscription & Support Renewal	10	1/1/17	12/31/17
E02E8LL	IBM WebSphere eXtreme Scale Processor Value Unit (PVU), Linux on System z Annual SW Subscription & Support Renewal	240	1/1/17	12/31/17
E08BVLL	IBM Rational DOORS Next Generation Analyst Floating User Single Install license Annual SW Subscription & Support Renewal	3	1/1/17	12/31/17
E08BWLL	IBM Rational DOORS Next Generation Contributor Floating User Single Install Annual SW Subscription & Support Renewal	1	1/1/17	12/31/17
E0D6CLL	IBM Rational Development and Test Environment for z Systems Authorized User Single Install for z Systems Annual SW Subscription & Support Renewal	15	1/1/17	12/31/17
E01MALL	IBM Rational Performance Tester Floating User Annual SW Subscription & Support Renewal	2	1/1/17	12/31/17
E01MKLL	IBM Rational Application Developer for WebSphere Software Floating User Single Install Annual SW Subscription & Support Renewal	10	1/1/17	12/31/17
E012ELL	IBM Rational Performance Test Pack Virtual Testers 250 Floating Users Annual SW Subscription & Support Renewal	1	1/1/17	12/31/17
E0197LL	IBM Rational Functional Tester Authorized User Annual SW Subscription & Support Renewal	2	1/1/17	12/31/17
E0CPULL	IBM InfoSphere Data Replication Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	400	1/1/17	12/31/17
E0LWGLL	IBM Spectrum Protect Extended Edition 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal	300	1/1/17	12/31/17
E0LWGLL	IBM Spectrum Protect Extended Edition 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal	12820	1/1/17	12/31/17
E0LWGLL	IBM Spectrum Protect Extended Edition 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal	300	1/1/17	12/31/17
E0LWGLL	IBM Spectrum Protect Extended Edition 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal	680	1/1/17	12/31/17
E0LWGLL	IBM Spectrum Protect Extended Edition 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal	3000	1/1/17	12/31/17
E0LVFLL	IBM Spectrum Protect HSM for Windows Terabyte Annual SW Subscription & Support Renewal	10	1/1/17	12/31/17





**Option No. 6 to  
Enterprise Software and Services Option**

E0LWBLL	IBM Spectrum Protect for Databases 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal	3050	1/1/17	12/31/17
E0LWBLL	IBM Spectrum Protect for Databases 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal	100	1/1/17	12/31/17
E0LWBLL	IBM Spectrum Protect for Databases 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal	700	1/1/17	12/31/17
E0LWBLL	IBM Spectrum Protect for Databases 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal	480	1/1/17	12/31/17
E0LWBLL	IBM Spectrum Protect for Databases 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal	1000	1/1/17	12/31/17
E0LVVLL	IBM Spectrum Protect for Mail 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal	520	1/1/17	12/31/17
E0HI7LL	Database Connectivity for WebSphere DataPower Integration Appliance XI52 Application instance Annual SW Subscription & Support Renewal	4	1/1/17	12/31/17
E0HI9LL	TIBCO Enterprise Message Service for WebSphere DataPower Integration Appliance XI52 Application instance Annual SW Subscription & Support Renewal	4	1/1/17	12/31/17
E0IIHLL	IBM Security Network Protection XGS4100 - Add-On Software - Flexible Performance Upgrade - Primary - Appliance Install Annual Software Subscription and Support Renewal	2	1/1/17	12/31/17
E0I1JLL	IBM Security Network Protection XGS5100 - Add-On Software - Flexible Performance Upgrade - Primary - Install Annual Software Subscription and Support Renewal	2	1/1/17	12/31/17
E0G1GLL	IBM Security Qradar SIEM Event Processor 16XX Install Annual SW Subscription & Support Renewal	1	1/1/17	12/31/17
E0F4QLL	IBM Security QRadar SIEM Event Capacity Pack Increase of 2.5K EPS Install Annual SW Subscription & Support Renewal	3	1/1/17	12/31/17
E0BRLLL	IBM Integration Designer per Authorized User Annual SW Subscription & Support Renewal	20	1/1/17	12/31/17
E0HPVLL	IBM DB2 Advanced Enterprise Server Edition Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	7840	1/1/17	12/31/17
E0DXVLL	IBM InfoSphere Optim Data Privacy Enterprise Edition Terabyte System z Annual SW Subscription & Support Renewal	4	1/1/17	12/31/17
E035MLL	IBM Rational Application Developer for WebSphere Software for zSeller Floating User Single Install Annual SW Subscription & Support Renewal	70	1/1/17	12/31/17
E046ELL	IBM Security AppScan Standard for System Z Floating User Annual SW Subscription & Support Renewal	2	1/1/17	12/31/17
E025SLL	IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	2300	1/1/17	12/31/17
E0AIXLL	IBM WebSphere Enterprise Service Bus Registry Edition Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	900	1/1/17	12/31/17
E020CLL	IBM DB2 Enterprise Server Edition Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	800	1/1/17	12/31/17
E0IF0LL	IBM FileNet Content Manager Eligible Participant Linux on System z Resource Value Unit Annual SW Subscription & Support Renewal	120000	1/1/17	12/31/17
E0IZFLL	IBM Enterprise Records Add-On Eligible Participant on System z Resource Value Unit Annual SW Subscription & Support Renewal	120000	1/1/17	12/31/17
E07AZLL	IBM FileNet Content Manager Employee Linux on System z User Value Unit SW Subscription & Support Renewal	1500	1/1/17	12/31/17
E0225LL	IBM Domino Utility Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	1040	1/1/17	12/31/17
E0IPHLL	IBM Security QRadar SIEM Event Capacity Increase from 1K to 2.5K EPS for System z Install Annual SW Subscription & Support Renewal	1	1/1/17	12/31/17
E025TLL	IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) for Linux on System z Annual SW Subscription & Support Renewal	240	1/1/17	12/31/17
E0I69LL	IBM Forms Server Linux on System z Processor Value Unit (PVU) Annual SW Subscription & Support Renewal 12 Months	240	1/1/17	12/31/17



Option No. 6 to  
Enterprise Software and Services Option

E0DRELL	IBM i2 COPLINK Premium User Value Unit Annual SW Subscription & Support Renewal	1302	1/1/17	12/31/17
E0EETLL	IBM Security Privileged Identity Manager User Value Unit Annual SW Subscription & Support Renewal	50	1/1/17	12/31/17
E0AY7LL	IBM Enterprise Content Management System Monitor Managed Virtual Server Annual SW Subscription & Support Renewal	2	1/1/17	12/31/17
E0BXHLL	IBM Sterling Connect:Direct Standard Edition for Linux on IBM z Systems Simultaneous Session Annual SW Subscription & Support Renewal	6	1/1/17	12/31/17
E0I2HLL	IBM Security SiteProtector System Package - Professional Install Annual Software Subscription and Support Renewal	1	1/1/17	12/31/17
E0I2KLL	IBM Security SiteProtector System Batch Management - Networks Install Annual Software Subscription and Support Renewal	2	1/1/17	12/31/17
E0LWGLL	IBM Spectrum Protect Extended Edition 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal	784	1/1/17	12/31/17
E0LWBLL	IBM Spectrum Protect for Databases 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal	784	1/1/17	12/31/17
E0LVVLL	IBM Spectrum Protect for Mail 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal	2140	1/1/17	12/31/17
Distributed License Reinstatements				
Part Number	Description	Quantity		
D0L4PLL	IBM Security Key Lifecycle Manager for Tape Client Device SW Subscription & Support Reinstatement 12 Months	16		
D0888LL	IBM Security Key Lifecycle Manager Basic Edition Install SW Subscription & Support Reinstatement 12 Months	1		
S&S for Distributed License Reinstatements				
Part Number	Description	Quantity	S&S Coverage From	S&S Coverage To
E0CQKLL	IBM Security Key Lifecycle Manager for Tape Client Device Annual SW Subscription & Support Renewal	16	10/1/17	12/31/17
E06JMLL	IBM Security Key Lifecycle Manager Basic Edition Install SW Subscription & Support Renewal	1	10/1/17	12/31/17
S&S for Existing zSeries Pgm Licenses				
Part Number	Description	Quantity	S&S Coverage From	S&S Coverage To
5655DG1	DGS Class Fed IMSVSAMSEQ S&S	67	1/1/17	12/31/17
5655TDS	TDM ClassicFed Data Mask S&S	67	1/1/17	12/31/17
5655TDS	TDM Class Fed IMSVSAMSEQ S&S	67	1/1/17	12/31/17
5655DRS	Data Rep z/OS S&S	67	1/1/17	12/31/17
5655P06	CI/Supersession for z/OS S&S	67	1/1/17	12/31/17
5655K65	IMS Libr Integrity Utils S&S	67	1/1/17	12/31/17
5655V02	Optim Open Data Mgr V7 S&S	67	1/1/17	12/31/17
5655W80	Data Masking Option S&S	67	1/1/17	12/31/17
5655W80	Optim Test Data Mgmt zOS S&S	67	1/1/17	12/31/17
5655W79	Optim Data Growth z/OS S&S	67	1/1/17	12/31/17
5648D68	DB2 Utilities Suite S&S	95	1/1/17	12/31/17



**Option No. 6 to  
Enterprise Software and Services Option**

5655R07	OMEGAMON XE for DB2 PE S&S	67	1/1/17	12/31/17
5655F81	WebSphere S&S	67	1/1/17	12/31/17
5655X10	Sterling Conn Dir StdEd S&S	6	1/1/17	12/31/17
5655G43	Performance Analyzer S&S	67	1/1/17	12/31/17
5608S73	IBM Tiv OMEGAMON z/VM S&S	40	1/1/17	12/31/17
5698S86	IBM TCAM for SOA S&S	67	1/1/17	12/31/17
5608S83	IBM Tiv OMEGAMON XE W MQ S&S	67	1/1/17	12/31/17
5698R14	ITCAM Trans RTT z/OS S&S	67	1/1/17	12/31/17
5698S83	ITCAM Appl Diagnostics S&S	67	1/1/17	12/31/17
5698S83	ITCAM for Web Resources S&S	67	1/1/17	12/31/17
5608S81	IBM Tiv OMEGAMON XE z/OS S&S	67	1/1/17	12/31/17
5608S75	IBM Tiv OMEGAMON XE IMS S&S	67	1/1/17	12/31/17
5608S72	IBM Tiv OMEGAMON DE S&S	67	1/1/17	12/31/17
5608S74	IBM Tiv OMEGAMON XE CICS S&S	67	1/1/17	12/31/17
5741SNS	Dir Maintenance Fac S&S	77	1/1/17	12/31/17
5741SNS	Performance Toolkit Feat S&S	77	1/1/17	12/31/17
5741SNS	RACF S&S	77	1/1/17	12/31/17
5741SNS	RSCS Feature S&S	77	1/1/17	12/31/17
5741SNS	z/VM Subscription & Support	77	1/1/17	12/31/17
5698S89	Data Set Commander z/OS S&S	67	1/1/17	12/31/17
5697P30	IBM HourGlass S&S	63	1/1/17	12/31/17

**New PA Appliance Licenses**

<b>Part Number</b>	<b>Description</b>	<b>Quantity</b>
D14RALL	IBM Security QRadar Core Appliance XX28 G2 Appliance Install Appliance + Subscription and Support 12 Months	7
D14RILL	IBM Security QRadar QFlow Collector 1201 G2 Appliance Install Appliance + Subscription and Support 12 Months	1

**S&S for New PA Appliances**

<b>Part Number</b>	<b>Description</b>	<b>Quantity</b>	<b>S&amp;S Coverage From</b>	<b>S&amp;S Coverage To</b>
E0JGYLL	IBM Security QRadar Core Appliance XX28 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal	7	10/1/17	12/31/17
E0JH4LL	IBM Security QRadar QFlow Collector 1201 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal	1	10/1/17	12/31/17

**PA Appliance S&S Renewals**

<b>Part Number</b>	<b>Description</b>	<b>Quantity</b>	<b>S&amp;S Coverage From</b>	<b>S&amp;S Coverage To</b>
E0I26LL	IBM Security Network Protection XGS Network Interface Module - 10G - 2 SR with Bypass Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal	8	12/1/16	12/31/16



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E0KCYLL	IBM Security Network Protection XGS7100 Appliance-Primary Install Annual Appliance Maintenance + Subscription and Support Renewal	2	12/1/16	12/31/16
E0EKLL	IBM PureData System for Transactions Medium T1500-192 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal	2	1/1/17	12/31/17
E0EKMLL	IBM PureData System for Transactions Medium T1500-192 Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	1/1/17	12/31/17
E0I26LL	IBM Security Network Protection XGS Network Interface Module - 10G - 2 SR with Bypass Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal	8	1/1/17	12/31/17
E0KCYLL	IBM Security Network Protection XGS7100 Appliance-Primary Install Annual Appliance Maintenance + Subscription and Support Renewal	2	1/1/17	12/31/17
E0HHPLL	IBM WebSphere DataPower Integration Appliance XI52 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal	1	1/1/17	12/31/17
E0I1ULL	IBM Security Network Protection XGS4100 - Primary Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal	1	1/1/17	12/31/17
E0I26LL	IBM Security Network Protection XGS Network Interface Module - 10G - 2 SR with Bypass Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal	1	1/1/17	12/31/17
E0I1ALL	IBM Security Network Protection XGS5100 - Primary Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal	1	1/1/17	12/31/17
E0HHPLL	IBM WebSphere DataPower Integration Appliance XI52 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal	3	1/1/17	12/31/17
E0I26LL	IBM Security Network Protection XGS Network Interface Module - 10G - 2 SR with Bypass Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal	1	1/1/17	12/31/17
E0I1ULL	IBM Security Network Protection XGS4100 - Primary Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal	1	1/1/17	12/31/17
<b>Fixed Term License Programs</b>				
<b>Part Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Coverage From</b>	<b>Coverage To</b>
E0KDDL	IBM Security Network Protection XGS7100 - Add-On Software - Application / Web Control Updates - Primary Install Subsequent Fixed Term License + SW Subscription & Support 12 Months	2	12/1/16	12/31/17

Useful/Important Web resources:

Passport Advantage information, customer secure site access, training, etc.: [ibm.com/software/passportadvantage](http://ibm.com/software/passportadvantage)

IBM's International Program License Agreement and Product License Information documents: [ibm.com/software/sla](http://ibm.com/software/sla)

IBM Software Support Web site: [ibm.com/software/support](http://ibm.com/software/support)

IBM Passport Advantage Number: 02393



**Attachment A6**  
**License Management**

1. Scope

Capitalized terms used and not defined herein will have the meanings given to them in the Agreement and the Associated Documents. "Customer" means the entity electing this LMO and all entities in its global organization that are authorized in the Agreement and Associated Documents to deploy IBM software products. "Products" refers to Eligible Products under the IPAA, and any other IBM software products and related support and maintenance that Customer acquires under the Agreement and the Associated Documents.

This LMO governs verification of Customer's use and deployment of all Products at all sites and environments in Customer's global organization. This LMO supersedes all other verification processes specified for such Products in the Agreement and Associated Documents, commencing on the effective date designated in the license management plan below. This LMO does not apply to any Products that are managed by a third party outsourcer or deployed at a third party hoster; and IBM reserves the right to terminate this LMO if Customer's environment includes any such Products.

Customer will designate a representative to manage all responsibilities under this LMO on behalf of its global organization. Each party will bear its own costs and expenses related to its responsibilities in this LMO. IBM may use an independent third party it retains to assist with performing any of IBM's rights and responsibilities under this LMO.

IBM reserves the right to terminate this LMO and revert to the verification processes specified in the Agreement and Associated Documents if this LMO is not fully complied with after notice and an opportunity to cure the default.

2. License Management Plan

The parties will work together to conduct an initial review of Product entitlements held by Customer reflected in IBM's files, and take inventory of Product use and deployment at all environments in Customer's global organization. The parties will cooperate to resolve any errors or discrepancies.

The parties will work together to develop a mutually agreed license management plan for ongoing reporting of Customer's use and deployment of Products at all sites and environments in Customer's global organization (LMP). The LMP will specify an effective date to begin applying Customer's reporting obligations, and must include, at a minimum, the LMP Framework elements described below. The parties will update the LMP as necessary to accommodate changes in circumstances, such as the acquisition or disposition of a Product. IBM may perform periodic testing to confirm the effectiveness and proper implementation of the LMP.

LMP Framework

For Products and environments that IBM designates as eligible for system reporting, IBM will make available at no charge tools designed to measure and report Customer's Product deployments ("IBM Tools"). IBM may designate separate qualifications for different Product categories or environments. Customer must:

- install the most current version of IBM Tools on all servers where an eligible Product is deployed, within 90 days of Customer's first use of such Product on those servers. Customer will also have 90 days after adding new servers, to ensure that the IBM Tools are installed as required for such new servers.
- promptly install and configure new versions, releases, modifications or code corrections that IBM makes available for the IBM Tools; Customer must subscribe to Tivoli Support



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notifications via <http://www.ibm.com/support/mynotifications> in order to be notified when these become available;

- not alter, modify, omit, delete, or otherwise misrepresent by any means, directly or indirectly, the IBM Tools and system reports generated by such tools;
- generate reports using the IBM Tools at least each calendar or fiscal quarter, and retain them for a period of at least two years.

For all other Products and environments, the parties will develop a mutually agreed manual reporting process, which must address, at a minimum:

- the applicable licensing metric and any restrictions or limitations (e.g. number of employees or users, geography or application);
- all data elements applicable to measuring for deployment or utilization (e.g. number of IDs or authorizations issued);
- mutually agreed processes for gathering the identified data elements and documenting them in a report; and
- any applicable backup documentation, reports, or other data (e.g. annual reports).

### **3. Ongoing Responsibilities**

Customer will implement the processes specified in the License Management Plan on an ongoing basis at all sites and all environments in Customer's global organization where Products are used and deployed.

Customer will make available to IBM and its auditors upon request the verification reports designated in the LMP ("LMP Reports") together with any requested supporting documentation.

Customer will review its entitlement records on a regular basis as appropriate (e.g., following the acquisition of additional Products) to confirm their accuracy and promptly notify IBM of any errors. The parties will cooperate to resolve any errors.

Customer will review the LMP Reports on a quarterly basis and compare them against Customer's entitlement records. IBM may also review the LMP Reports at any time and notify Customer of any discrepancies.

Customer must acquire directly from IBM (which may include exercising any contractual substitution rights) any additional quantities of Products required to meet Customer's use and deployment as reflected in the LMP reports, within 30 days of Customer first becoming aware of a discrepancy, or notification of a discrepancy by IBM, as applicable. Software Subscription and Support coverage will be determined to begin at the time authorized use was exceeded.

During the period Products are in the possession or control of Customer, and for two years thereafter, Customer will create, retain, and provide to IBM or its auditors upon request, accurate written records, system tool outputs and other system information sufficient to provide auditable verification that Customer's use of all Products at all sites and environments in Customer's global organization is in compliance with the applicable governing terms



## Attachment B6

### 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").

<b>Name and Address of Client:</b>	State of Connecticut Dept of Admin SVCS Attn: Gary Clauss 101 East River Drive 4th Floor A/P East Harford, CT 06108
<b>*Ship to Address:</b>	State of Connecticut Dept of Admin SVCS Info Tech Bldg 230 445 Eastern Point Rd Groton, CT 06340
<b>*Installation Address:</b> (If different than Ship To Address, include each Specified Location where an Appliance may be installed)	Same as Ship To Address
<b>IBM Customer No:</b>	2082054
<b>IBM Agreement ("Agreement") / Site No:</b>	2393 / 7072252
<b>Clients originating Site:</b>	7008084
<b>**Customer Requested Arrival Date (CRAD):</b>	ASAP

\*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	Type of Svc During WARR	*** Client set up (Y/N)	Svc Lvl During WARR	WARR Svc Lvl UPGR	Prod Status Code	Type of Maint Svc After WARR	Maint Svc Lvl After WARR	Maint Svc Lvl UPGR	Cov- erage Period
D14RALL	7	IBM SECURITY QRADAR CORE APPLIANCE XX28 G2 APPLIANCE INSTALL APPLIANCE + SUBSCRIPTION AND SUPPORT 12 MONTHS	1	5	Y	1	4		1			
D14RCLL	7	IBM SECURITY QRADAR CORE APPLIANCE XX28 G2 APPLIANCE INSTALL INITIAL APPLIANCE BUSINESS CRITICAL SERVICE UPGRADE 12 MONTHS	1									
D14RDLL	7	IBM SECURITY QRADAR CORE APPLIANCE XX28 G2 APPLIANCE INSTALL INITIAL APPLIANCE HARD DRIVE RETENTION SERVICE UPGRADE 12 MONTH	1									
D14RILL	1	IBM SECURITY QRADAR QFLOW COLLECTOR 1201 G2 APPLIANCE INSTALL APPLIANCE + SUBSCRIPTION AND SUPPORT 12 MONTHS	1	5	Y	1	4		1			



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<b>D14RKLL</b>	<b>1</b>	IBM SECURITY QRADAR QFLOW COLLECTOR 1201 G2 APPLIANCE INSTALL INITIAL APPLIANCE BUSINESS CRITICAL SERVICE UPGRADE 12 MONTHS	<b>1</b>									
<b>D14RLLL</b>	<b>1</b>	IBM SECURITY QRADAR QFLOW COLLECTOR 1201 G2 APPLIANCE INSTALL INITIAL APPLIANCE HARD DRIVE RETENTION SERVICE UPGRADE 12 MONTHS										
<b>D0WPSLL</b>	<b>1</b>	IBM SECURITY QRADAR SIEM EVENT PROCESSOR 16XX FAILOVER INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	<b>1</b>	<b>5</b>	<b>Y</b>	<b>1</b>	<b>4</b>		<b>1</b>			
<b>D14TALL</b>	<b>1</b>	IBM SECURITY QRADAR DATA NODE FOR MULTIPLATFORM INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	<b>1</b>	<b>5</b>	<b>Y</b>	<b>1</b>	<b>4</b>		<b>1</b>			
<b>D0V5JLL</b>	<b>3</b>	IBM SECURITY QRADAR SIEM EVENT CAPACITY PACK INCREASE OF 2.5K EPS INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	<b>1</b>	<b>5</b>	<b>Y</b>	<b>1</b>	<b>4</b>		<b>1</b>			
<b>D0V5LLL</b>	<b>1</b>	IBM SECURITY QRADAR SIEM FLOW CAPACITY PACK INCREASE OF 100K FPM INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS										
<b>D10V7LL</b>	<b>1</b>	IBM SECURITY QRADAR VULNERABILITY MANAGER ADD-ON 60XX INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS										

**\*\* 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**

<b>Production Status Codes</b>	<b>Types of Service (during warranty), if available</b>	<b>Service Levels, if available</b>	<b>Types of Maintenance Service (after warranty), if available</b>
1. New System 2. Used System 3. Unknown Status 5. Proof of Concept ("POC") System	1. Customer Replaceable Unit (CRU) Service 5. CRU and On-site Service 8. CRU and Machine Exchange Service ( <b>ISS</b> )	1. Next Business Day (NBD), 9X5 2. Same Business Day (SBD), 9X5 3. Same Day (SD), 24X7 4. 24X7 NBD (delivery) 5. CRU and Machine Exchange Service ( <b>ISS</b> )	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.  E. CRU and Machine Exchange Service ( <b>ISS</b> )





## Option No. 6 to Enterprise Software and Services Option

Consult the IBM Appliance Support Handbook ("Handbook") for further details on service instructions. The Handbook can be found at: [www.ibm.com/support/customer/sas/ff/applhandbook](http://www.ibm.com/support/customer/sas/ff/applhandbook)

### 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.



## Option No. 6 to Enterprise Software and Services Option

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 Customer's 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.

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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.