Agreement Number: [REDACTED]

The terms of this Software and Services Special Option ("Agreement" also called "SSSO") between Department for Work and Pensions ("Client", also called "Customer", "you" and "your") and IBM United Kingdom Limited ("IBM") allow Client to acquire SSSO Offerings, as defined below,. The terms of this Agreement are in addition to and may modify (for the purposes of this Agreement only) those of the "Associated Documents" which govern the acquisition of the SSSO Offerings. The terms of the Associated Documents are incorporated into this Agreement by reference. [REDACTED]

1. Confidentiality

Client understands that the terms of this Agreement (including the price offered to Client as part of this offering) are confidential, and Client agrees not to disclose the terms of this Agreement to any third party (including any agent, advisor, or consultant) without IBM's prior written approval pursuant to an IBM three-way non-disclosure Agreement, unless required by law.

2. Definitions

The definitions in the Associated Document(s) shall apply to any capitalized term in this Agreement, unless such term is modified by this Agreement.

"Eligible Cloud Services" means software as a service and infrastructure as a service subject to the IPAA, the International Agreement for Selected IBM SaaS Offerings or the Cloud Service Agreement. Eligible Cloud Services do not include IBM Consulting offerings or services**.**

3. Contract Term

This Agreement starts on **31st December 2022** ("**Start Date**") and remains in effect up to and including **31st December 2024**("**End Date**"), unless terminated earlier as provided herein. Client may only purchase SSSO Offerings (as defined below) during the contract term.

4. SSSO Offerings

The offerings that qualify for the terms of this Agreement ("**SSSO Offerings**") may only be acquired directly from IBM and are as follows:

Products included in **Schedule A – Products List**, which is attached to and made part of this Agreement (the "**Listed Software Products**"), and S&S coverage up to and including the End Date, unless otherwise specified in **Schedule A - Products List** ("**S&S Coverage Period**"):

  I.   Products and Programs;
 II.   IBM Subscription and Support ("**S&S**") renewals for previously acquired Programs
III.   Eligible Cloud Services listed on **Schedule A Table 3 - Eligible Cloud Services**

5. Associated Documents and Use of SSSO Offerings

The following IBM Agreements comprise the Associated Documents and govern the use of SSSO Offerings:
1. IBM International Passport Advantage Agreement ("**IPAA**") Number:, which governs IPAA Programs and associated Subscription and Support;
2. IBM International Program License Agreement ("**IPLA**"), which governs IPAA Programs;

3.   The Cloud Services Agreement ("**CSA**") as set forth at:
https://www.ibm.com/support/customer/csol/terms?id=Z126-6304 governs IBM Power Virtual Server Subscription for IBM Cloud.

Eligible Cloud Services and Remote Services are also subject to the Service Descriptions as set forth at:
https://www.ibm.com/support/customer/csol/terms/?ref=i126-6605-24-07-2021-zz-en

4.   IBM containerized programs are subject to the IPAA and the **Addendum A - Special Option for Container Licensing Terms** (the "**CLT Addendum**") which is attached to and made part of this Agreement as Addendum **A**

.

a.   **Eligible Cloud Services**

IBM provides the Eligible Cloud Services for the Subscription Period listed on **Schedule A Table 3 - Eligible Cloud Services** to Client on the date that Client is notified by IBM that Client's access to the Eligible Cloud Services is available (the "**Provisioning Date**").

The Service Description(s) applicable to the Eligible Cloud Services Subscription, as amended by IBM from time to time, remain in effect until the expiration of the Subscription Period.

At the conclusion of the Subscription Period the service will terminate unless Client notifies IBM of a change in writing at least 30 days prior to the subscription end date.

All other amounts listed on the **Schedule A Table 3 - Eligible Cloud Services** for which "Included" is not noted in the Unit Price column are additional billing amounts beyond the Option Charges specified in this Agreement ("**Additional Cloud Services Charges**"). IBM will invoice Client separately for the Additional Cloud Services Charges using the Unit Prices on **Schedule A Table 3 - Eligible Cloud Services** pursuant to the section in the applicable Service Description addressing charges and billing.

Notwithstanding the terms of this Agreement, or our prior practice, payment for the Additional Cloud Services Charges is not contingent upon issuance of a purchase order or customer equivalent order letter.   All approvals required to issue payment for Additional Cloud Services Charges have been obtained. Payment in full for Additional Cloud Services Charges is due upon receipt of invoice. The "bill to" and "ship to" addresses, along with specific ordering information and amounts due for Additional Cloud Services Charges under this Agreement, are included in this Agreement or in the Associated Documents related hereto. The order for the Additional Cloud Services is firm and irrevocable upon the determination of such charges by IBM.

a.   [Redacted]

b.   [Redacted]

c.   **Container Licensing Terms:**

IBM containerized programs are subject to the IPAA and the Addendum A - Special Option for Container Licensing Terms (the "CLT Addendum") which is attached to and made part of this Agreement as Addendum 1.

6.

6a [Redacted]

7. [Redacted]

8. Verification

[Redacted]

Client is responsible for (a) creating and maintaining accurate records of all deployments of SSSO Offerings and of use authorizations (quantities), (b) ensuring that Client does not exceed Client's 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 Client's compliance with the License Terms at all sites and for all environments in which Client uses (for any purpose) SSSO Offerings, subject to the License Terms. Such verification will be conducted in a manner that minimizes disruption to Client's business and may be conducted on Client's 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. Client agrees 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 Client's use of all SSSO Offerings is in compliance with the License Terms.

If applicable, for Eligible Cloud Services in which provisioning and access for Client's end users is not handled directly by IBM, Client will i) maintain, and provide upon request, records, system tools output and access to Client's premise, as reasonably necessary, for IBM and its independent auditor to verify Client's compliance with this Agreement, and ii) promptly order any required entitlements and pay additional charges at IBM's then current rates (including uses in excess of Client's authorization or entitlements and other liabilities determined as a result of such verification).

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 Client in writing if any such verification indicates that Client have used any of the SSSO Offerings in excess of its use authorizations or are otherwise not in compliance with the License Terms. In addition to Client's obligations to pay for any excess use, Client agrees to promptly pay directly to IBM the charges that IBM specifies in an invoice for: (1) S&S for the SSSO Offerings 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.

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

9. Charges

Client shall pay IBM for all SSSO Offerings provided under this Agreement, including all amounts due to IBM under Section 11 (the "**Option Charges**").

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

Due Date	Amount Due
1st March 2023	£4,997,500.00
1st January 2024	£4,997,500.00

The Option Charges do not include any additional amounts incurred pursuant to the section of this Agreement entitled "Verification". The Option Charges and any additional charges beyond the Option Charges incurred pursuant to the section entitled "Verification" are exclusive of any applicable duties, fees and taxes. Client is responsible for any such duties, fees and taxes including, but not limited to, withholding taxes and, if as a result of Client moving, accessing or using any of the SSSO Offerings across a border, any customs duty, tax, levy or fee (including withholding taxes for the import or export of any such SSSO Offering).

The Option Charges are not cancelable except as may be otherwise provided in the section of this Agreement entitled "Termination".

10. [Redacted]

11. [Redacted]

11.1 : [Redacted]

11.2: [Redacted]

11.3: [Redacted]

12. General
   a. Acquisitions made under this Agreement may not be resold, rented, leased or transferred to third parties.
   b. Each party will identify one point of contact to facilitate communication between the parties and the management of this Agreement.
   c. Client 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.
   d. IBM may assign its rights to payments under this Agreement.
   e. Client may not use acquired bundled programs, such as Cloud Paks, or IBM Subscription Licenses to replace IBM S&S.
   f. It will be considered a material breach of this Agreement if Client sets-off, or attempts to set-off, any payments due IBM under this Agreement by any amounts IBM owes Client, or may owe Client, under other agreements Client may have with IBM or if Client refuses to make payments under this Agreement based upon any dissatisfaction Client may have under any such other agreements.
   g. Processing of Personal Data:

IBM's Data Processing Addendum ("**DPA**") at ibm.com/terms/dpa and the applicable DPA Exhibits apply and supplement the Agreement if and to the extent (i) the European General Data Protection Regulation (EU/2016/679) or (ii) other data protection laws identified at www.ibm.com/terms?id=DPA-DPL apply to the processing of personal data by IBM as a Processor on behalf of the Client.

The DPA Exhibit applicable to S&S is published at:

http://www.ibm.com/terms/?id=DPA-Exhibit_TSS

Upon provisioning of IBM SaaS or IBM Cloud Services, the terms of the applicable "**Data Sheets**" as referenced in the applicable Service Description shall apply and are published at:

www.ibm.com/terms?cat=dpa-exhibits

These Data Sheets serve as DPA Exhibits for Eligible Cloud Services.

[REDACTED]

By accepting this Agreement, Client agrees this order is firm and funding is approved and committed. Payment of charges as specified in the Agreement is not contingent upon issuance of a Purchase Order and will be made in accordance with the terms of this Agreement.

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:
Department for Work and Pensions	**IBM United Kingdom Limited**

By_____[Redacted]_____   By_____[Redacted]_____

    Customer Authorized signature   Authorized signature

Name (type or print): [Redacted]   Name (type or print):   [Redacted]

Position (type or print): [Redacted]   Position (type or print): [Redacted]

Date: [Redacted]   Date: [Redacted]

Client's IBM Customer number: [Redacted]

Client's address: __[Redacted]_____

                                   _____

                                   _____

SCHEDULE A – PRODUCTS LIST

LICENSE PART NUMBER	S&S PART NUMBER	DESCRIPTION	[REDACTED]	S&S START DATE	S&S END DATE
D56P3LL	E02AULL	IBM App Connect Enterprise Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	[REDACTED]	31/12/2022	31/12/2024
D1X9GLL	E0P9JLL	IBM Business Automation Workflow Enterprise Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	[REDACTED]	31/12/2022	31/12/2024
D0A2GZX	E0A2FZX	IBM Security Guardium Package (Software) per 100 Resource Units License + SW Subscription & Support 12 Months	[REDACTED]	31/12/2022	31/12/2024
D20RULL	E0PMHLL	IBM Cloud Pak for Business Automation Virtual Processor Core License + SW Subscription & Support 12 Months	[REDACTED]	31/12/2022	31/12/2024
D1YGZLL	E0PD4LL	IBM Cloud Pak for Data Enterprise Edition per Virtual Processor Core License + SW Subscription & Support 12 Months	[REDACTED]	31/12/2022	31/12/2024
D20ZBLL	E0PPBLL	IBM Cloud Pak for Integration Virtual Processor Core License + SW Subscription & Support 12 Months	[REDACTED]	31/12/2022	31/12/2024
D0BV0ZX	E0BUZZX	IBM Data Observability by Databand Self-Hosted Resource Unit LIC + SW S&S 12 MO	[REDACTED]	31/12/2022	31/12/2024
D0BDNLL	E07X4LL	IBM Db2 Connect Application Server Advanced Edition Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	[REDACTED]	31/12/2022	31/12/2024
D55IULL	E020CLL	IBM Db2 Enterprise Server Edition Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	[REDACTED]	31/12/2022	31/12/2024
D1GZULL	E0LNALL	IBM MQ Advanced Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	[REDACTED]	31/12/2022	31/12/2024
D55V1LL	E0256LL	IBM MQ Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	[REDACTED]	31/12/2022	31/12/2024
D25LRLL*	E0QDNLL	IBM Security Verify On-Premises per 1000 FlexPoint License + SW Subscription & Support 12 Months	[REDACTED]	31/12/2022	31/12/2024
D09PUZX	E09PTZX	IBM Spectrum Fusion Virtual Processor Core LIC + SW S&S 12 MO	[REDACTED]	31/12/2022	31/12/2024
D299MLL	E0R7ULL	IBM WebSphere Hybrid Edition Virtual Processor Core License + SW Subscriptn and Support 12 Months	[REDACTED]	31/12/2022	31/12/2024
D0V2QLL	E0F3LLL	IBM Tivoli Composite Application Manager For Applications 3 Agent Pack Resource Value Unit License + SW Subscription & Support 12 Months	[REDACTED]	31/12/2022	31/12/2024
D0V30LL	E0F3QLL	IBM Tivoli Composite Application Manager for Applications Single Agent Resource Value Unit License + SW Subscription & Support 12 Months	[REDACTED]	31/12/2022	31/12/2024
D29RILL*	E0RDBLL	IBM Instana Observability Self-Hosted Managed Virtual Server License + SW Subscription & Support 12 Months	[REDACTED]	31/12/2022	31/12/2024
D5AHLLL	E1AHNLL	IBM Open XL CC for AIX Authorized User License + SW Subscription & Support 12 Months	[REDACTED]	31/12/2022	31/12/2024
D043PLL	E04U7LL	IBM Open XL CC for AIX Concurrent User License + SW Subscription & Support 12 Months	[REDACTED]	31/12/2022	31/12/2024
D1GTMLL	E0LLGLL	IBM Security Verify Access Virtual Edition Advanced Access Control Module per User Value Unit License + SW Subscription & Support 12 Months	[REDACTED]	31/12/2022	31/12/2024

Part Number		Description	[REDACTED]	S&S Coverage From	S&S Coverage To
D1GTCLL	E0LLDLL	IBM Security Verify Access Virtual Edition Federation Module per User Value Unit License + SW Subscription & Support 12 Months	[REDACTED]	31/12/2022	31/12/2024
D1GV6LL	E0LM4LL	IBM Security Verify Access Virtual Edition per User Value Unit License + SW Subscription & Support 12 Months	[REDACTED]	31/12/2022	31/12/2024
D27KFLL	E0QVWLL	IBM Enable SV for Cloud Per Storage Device Storage Device License + SW Subscription and Support 12 Months	[REDACTED]	31/12/2022	31/12/2024
D1K7XLL	E0M69LL	IBM Spectrum Storage Suite per Terabyte License + SW Subscription & Support 12 Months	[REDACTED]	31/12/2022	31/12/2024
D0IAMLL	E0BLKLL	IBM Tivoli Monitoring Resource Value Unit License + SW Subscription & Support 12 Months	[REDACTED]	31/12/2022	31/12/2024
D28F7LL	E0R28LL	IBM Turbonomic Application Resource Management On Prem Managed Virtual Server License + SW Subscription and Support 12 Months	[REDACTED]	31/12/2022	31/12/2024
D55WJLL	E025SLL	IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	[REDACTED]	31/12/2022	31/12/2024
D55W8LL	E025QLL	IBM WebSphere Application Server Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	[REDACTED]	31/12/2022	31/12/2024
D28X0LL	E0R5FLL	IBM Watson Discovery Enterprise Cartridge for IBM Cloud Pak for Data 100 Thousand Documents License + SW Subscription and Support 12 Months	[REDACTED]	31/12/2022	31/12/2024
D28NGLL	E0R3BLL	IBM Watson Discovery Enterprise Cartridge for IBM Cloud Pak for Data Install License + SW Subscription and Support 12 Months	[REDACTED]	31/12/2022	31/12/2024
D29CLLL	E0R8MLL	IBM Watson Speech to Text Cartridge for IBM Cloud Pak for Data 500000 Monthly Minutes License + SW Subscription & Support 12 Months	[REDACTED]	31/12/2022	31/12/2024
D05K7ZX	E05K6ZX	IBM WebSphere Automation for Cloud Pak for Watson AIOps Virtual Processor Core License + SW Subscription & Support 12 Months	[REDACTED]	31/12/2022	31/12/2024

*DENOTES ONLY ELIGIBLE TO SUBSTITUTE IN AND NOT OUT

Part Number	Description	[REDACTED]	S&S Coverage From	S&S Coverage To
E0130LL	IBM Rational ClearQuest Floating User Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024
E013CLL	IBM Rational Rose Data Modeler Floating User Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024
E01U2LL	IBM WebSphere Adapter for Siebel Business Applications Application instance Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024
E0256LL	IBM MQ Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024
E06LMLL	IBM InfoSphere Optim Test Data Management Data Masking Option Processor Value Unit (PVU) Annual SW S&S Rnwl	[REDACTED]	01/01/2023	31/12/2024
E08X1LL	IBM Rational Software Architect Designer Extension for Integrated Architecture Frameworks Floating User Single Install Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024
E08X3LL	IBM Rational Software Architect Designer Extension for Integrated Architecture Frameworks Authorized User Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024
E0AGPLL	IBM Engineering Lifecycle Optimization Method Composer Floating User Single Install Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024
E0DV6LL	IBM Rational Software Architect Designer Floating User Single Install Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024
E0DV8LL	IBM Rational Software Architect Designer Authorized User Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024

E0H9XLL	IBM InfoSphere Optim Data Growth Solution for Oracle Applications Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	[REDACTED]		01/01/2023	31/12/2024
E0H9YLL	IBM InfoSphere Optim Test Data Management Solution for Oracle Applications Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	[REDACTED]		01/01/2023	31/12/2024
E0LM4LL	IBM Security Verify Access Virtual Edition per User Value Unit Annual SW Subscription & Support Renewal	[REDACTED]		01/01/2023	31/12/2024
E025QLL	IBM WebSphere Application Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	[REDACTED]		01/01/2023	31/12/2024
E025SLL	IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	[REDACTED]		01/01/2023	31/12/2024
E02AULL	IBM App Connect Enterprise Processor Value Unit (PVU) Annual SW Subscription & Support Renewal 12 Months	[REDACTED]		01/01/2023	31/12/2024
E0F3LLL	IBM Tivoli Composite Application Manager For Applications 3 Agent Pack Resource Value Unit Annual SW Subscription & Support Renewal	[REDACTED]		01/01/2023	31/12/2024
E0F3NLL	IBM Tivoli Composite Application Manager For Applications Full Agent Pack Resource Value Unit Annual SW Subscription & Support Renewal	[REDACTED]		01/01/2023	31/12/2024
E0DTKLL	IBM Rational Test Workbench Floating User Single Install Annual SW Subscription & Support Renewal	[REDACTED]		01/01/2023	31/12/2024
E00HHLL	IBM WebSphere Application Server for Developers Authorized User Annual SW Subscription & Support Renewal	[REDACTED]		01/01/2023	31/12/2024
E0197LL	IBM Rational Functional Tester Authorized User Annual SW Subscription & Support Renewal	[REDACTED]		01/01/2023	31/12/2024
E01U1LL	IBM WebSphere Adapter for Siebel Business Applications Establishment Annual SW Subscription & Support Renewal	[REDACTED]		01/01/2023	31/12/2024
E020CLL	IBM Db2 Enterprise Server Edition Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	[REDACTED]		01/01/2023	31/12/2024
E02K4LL	IBM Db2 Connect Enterprise Edition 25 Floating Users Single Install Annual SW Subscription & Support Renewal	[REDACTED]		01/01/2023	31/12/2024
E02K5LL	IBM Db2 Connect Enterprise Edition 25 Authorized User Annual SW Subscription & Support Renewal	[REDACTED]		01/01/2023	31/12/2024
E03SULL	IBM Rational Business Developer Authorized User Annual SW Subscription & Support Renewal	[REDACTED]		01/01/2023	31/12/2024
E04U7LL	IBM Open XL CC for AIX Concurrent User Annual SW Subscription & Support Renewal	[REDACTED]		01/01/2023	31/12/2024
E05TLLL	IBM Security Identity and Access Manager User Value Unit Annual SW Subscription & Support Renewal	[REDACTED]		01/01/2023	31/12/2024
E07X4LL	IBM Db2 Connect Application Server Advanced Edition Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	[REDACTED]		01/01/2023	31/12/2024
E0BLKLL	IBM Tivoli Monitoring Resource Value Unit Annual SW Subscription & Support Renewal	[REDACTED]		01/01/2023	31/12/2024
E0M57LL	IBM Security Directory Suite Standard Edition Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	[REDACTED]		01/01/2023	31/12/2024
E0M5DLL	IBM Security Directory Suite Enterprise Edition Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	[REDACTED]		01/01/2023	31/12/2024
E0Q5VLL	IBM Db2 Advanced Edition AU Option for Non-Production Environments Authorized User Annual SW Subscription & Support Renewal 12 Months	[REDACTED]		01/01/2023	31/12/2024
E1A1XLL	IBM COBOL for AIX Authorized User Annual SW Subscription & Support Renewal	[REDACTED]		01/01/2023	31/12/2024
E1AHNLL	IBM Open XL CC for AIX Authorized User Annual SW Subscription & Support Renewal	[REDACTED]		01/01/2023	31/12/2024
E1BGELL	IBM Host Access Client Package for Multiplatforms Authorized User Annual SW Maintenance Renewal	[REDACTED]		01/01/2023	31/12/2024
E0NZ5LL	IBM Spectrum Scale Data Management Edition Per Terabyte Annual SW Subscription & Support Renewal 12 Months	[REDACTED]		01/01/2023	31/12/2024
E0NZ5LL	IBM Spectrum Scale Data Management Edition Per Terabyte Annual SW Subscription & Support Renewal	[REDACTED]		01/11/2022	31/12/2024

	12 Months			
E027NLL	IBM License Metric Tool Per Establishment Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024
E0RANLL	IBM Security Verify Governance Application Adapters User Value Unit Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024
E0KIKLL	IBM Security Verify Governance Lifecycle User Value Unit Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024
E0742LL	IBM Engineering Lifecycle Optimization Publishing Floating User Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024
E0BM8LL	IBM Tivoli ITCAM for Microsoft Applications Advance Resource Value Unit Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024
E0BMCLL	IBM Tivoli Composite Application Manager for Transactions for Web and Robotic Response and Tracking Resource Value Unit Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024
E0BRLLL	IBM Integration Designer per Authorized User Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024
E0F3QLL	IBM Tivoli Tivoli Composite Application Manager for Applications Single Agent Resource Value Unit Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024
E0LLDLL	IBM Security Verify Access Virtual Edition Federation Module per User Value Unit Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024
E0LLGLL	IBM Security Verify Access Virtual Edition Advanced Access Control Module per User Value Unit Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024
E019BLL	IBM Rational ClearQuest Authorized User Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024
E0DV0LL	IBM Rational Software Architect Designer for WebSphere Software Authorized User Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024
E0P9JLL	IBM Business Automation Workflow Enterprise Processor Value Unit (PVU) Annual SW Subscription & Support Renewal 12 Months	[REDACTED]	01/01/2023	31/12/2024
E02YFLL	IBM WebSphere Service Registry and Repository Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024
E012ELL	IBM Rational Performance Test Pack Virtual Testers 250 Floating Users Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024
E012HLL	IBM Rational Performance Test Pack Virtual Testers 500 Floating User Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024
E01MALL	IBM Rational Performance Tester Floating User Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024
E03NDLL	IBM Rational Performance Tester Extension for SOA Floating User Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024
E05M7LL	IBM Engineering Test Management Quality Professional Authorized User Single Install Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024
E07RMLL	IBM Rational Asset Manager Enterprise Edition Publisher Authorized User Single Install Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024
E07RVLL	IBM Rational Asset Manager Enterprise Edition Collaborator for System z Authorized User Single Install Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024
E0AQ5LL	IBM Engineering Workflow Management Developer Floating User Single Install Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024
E0AQ6LL	IBM Engineering Workflow Management Contributor Authorized User Single Install Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024
E09NNLL	IBM SPSS Statistics Base Authorized User Annual SW Subscription & Support Renewal	[REDACTED]	01/04/2023	31/12/2024
	IBM SPSS Statistics Base Concurrent User Annual SW	[REDACTED]		

E09PWLL	Subscription & Support Renewal		01/01/2023	31/12/2024
E09PWLL	IBM SPSS Statistics Base Concurrent User Annual SW Subscription & Support Renewal	[REDACTED]	01/04/2023	31/12/2024
E09PXLL	IBM SPSS Custom Tables Authorized User Annual SW Subscription & Support Renewal	[REDACTED]	01/04/2023	31/12/2024
E09PYLL	IBM SPSS Custom Tables Concurrent User Annual SW Subscription & Support Renewal	[REDACTED]	01/04/2023	31/12/2024
E09QCLL	IBM SPSS Decision Trees Authorized User Annual SW Subscription & Support Renewal	[REDACTED]	01/04/2023	31/12/2024
E09QBLL	IBM SPSS Decision Trees Concurrent User Annual SW Subscription & Support Renewal	[REDACTED]	01/04/2023	31/12/2024
E09PJLL	IBM SPSS Regression Concurrent User Annual SW Subscription & Support Renewal	[REDACTED]	01/04/2023	31/12/2024
E0J97LL	IBM Netcool Operations Insight Operations Management PA Managed Virtual Server Annual SW S&S Rnwl	[REDACTED]	01/01/2023	31/12/2024
E0J99LL	IBM Netcool Operations Insight Operations Management Managed Virtual Network Device Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024
E0KDQLL	IBM UrbanCode Build Committer Per Floating User Single Install Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024
E0LW4LL	IBM Spectrum Protect Suite Terabyte (1-100) Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024
E0LW5LL	IBM Spectrum Protect Suite Terabyte (101-250) Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024
E0LW6LL	IBM Spectrum Protect Suite Terabyte (251-500) Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024
E0LW7LL	IBM Spectrum Protect Suite Terabyte (501-750) Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024
E0LW8LL	IBM Spectrum Protect Suite Terabyte (751-1250) Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024
E0LW9LL	IBM Spectrum Protect Suite Terabyte (1251-2000) Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024
E0NBALL	IBM Security QRadar Software Install Annual SW Subscription & Support Renewal 12 Months	[REDACTED]	01/01/2023	31/12/2024
E0NBCLL	IBM Security QRadar Event Capacity 100 Events per Second Annual SW Subscription & Support Renewal 12 Months	[REDACTED]	01/01/2023	31/12/2024
E0PPYLL	IBM Watson Explorer Deep Analytics Edition Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	[REDACTED]	01/01/2023	31/12/2024
E0R1MLL	IBM UrbanCode Velocity for Authorized User Single Install Authorized User SW Subscription and Support Renewal 12 Months	[REDACTED]	01/01/2023	31/12/2024
E0CA4LL	IBM Rational Software Architect Design Reviewer Floating User Single Install Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024
E0EJZLL	IBM Engineering Lifecycle Optimization Engineering Insights Authorized User Single Install Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024
E0EK3LL	IBM Engineering Lifecycle Optimization Engineering Insights Floating User Single Install Annual SW Subscription & Support Renewal	[REDACTED]	01/01/2023	31/12/2024
E0LNALL	IBM MQ Advanced Processor Value Unit (PVU) Annual SW Subscription & Support Renewal 12 Months	[REDACTED]	01/01/2023	31/12/2024
E09PQLL	IBM SPSS Categories Concurrent User Annual SW Subscription & Support Renewal	[REDACTED]	01/08/2022	31/12/2024
E09PNLL	IBM SPSS Complex Samples Concurrent User Annual SW Subscription & Support Renewal	[REDACTED]	01/08/2022	31/12/2024
E09P1LL	IBM SPSS Statistics Standard Concurrent User Annual SW Subscription & Support Renewal	[REDACTED]	01/08/2022	31/12/2024

Part Number	Part Description	Subscription Period (Months)	Description
D06PZZX	IBM Power Virtual Server Subscription for IBM Cloud 1 British Pound per Month	12	Subscription
D06Q0ZX	IBM Power Virtual Server Subscription for IBM Cloud 1 British Pound per Month Overage	N/A	Overage
D06QWZX	IBM Power Virtual Server Subscription for IBM Cloud Service Level Agreement	12	Subscription

End of Schedule A

[REDACTED]

Addendum A Special Option for Container Licensing Terms

This Addendum – Special Option for Container Licensing Terms ("**CLT Addendum**") modifies or is in addition to the terms of IBM International Passport Advantage Agreement or the equivalent agreement ("**IPAA Agreement**") referenced in this Agreement. Capitalized terms not defined in this CLT Addendum are defined in the Agreement and Associated Documents.

1. Container Licensing Terms

Eligible Products (EP) that meet the requirements for containerization usage may be licensed under Container Licensing terms ("**Eligible Container Product**") at:

 https://www.ibm.com/software/passportadvantage/containerlicenses.html.

Client must acquire entitlements for the total number of cores associated with the capacity of all containers available to the Eligible Container Product.

2. Additional Virtualization Environment Terms

For EP deployments that cannot meet Container Licensing requirements, Client must license the total number of physical processor cores activated and available for use on all servers where the EP is deployed (Full Capacity).

If at any time IBM becomes aware of circumstances indicating that Client is not operating all or a portion of Client's environment in accordance with applicable Container Licensing requirements, IBM may declare Client's Enterprise, or any applicable portion of Client's Enterprise, ineligible for Container Licensing and will provide Client with notice of any such determination. Client shall have 30 days to provide IBM information sufficient for IBM to determine that Client is in full compliance with the applicable Container Licensing requirements, in which case IBM shall withdraw its determination of ineligibility. Otherwise, Client agrees to acquire sufficient additional licenses and IBM Software Subscription and Support entitlements necessary for Full Capacity usage within the identified Client environment at then current prices.

3. Client's Container Reporting Responsibilities

Client will properly install, run, and maintain the IBM License Service as described at https://www.ibm.com/software/passportadvantage/containerlicenses.html and configure the IBM License Service according to the Eligible Container Product's documentation within 90 days of deploying any Eligible Container Product.

Manual tracking of container capacity is not permitted. Reports generated by the IBM License Service must be prepared at least once per quarter and retained for a period of not less than 2 years. In conjunction with Container Licensing, failure to use the **IBM License Service and prepare and provide required reports will result in Full Capacity charging for all servers within the cluster where the Eligible Container Product is deployed.**

4. Additional Reporting Responsibilities

Client will not alter, modify, omit, delete, or misrepresent by any means, directly or indirectly,

1. i) reports generated by the IBM License Service;
2. ii) the IBM License Service code; or

3. iii) reports that Client submits to IBM or to an independent auditor.

The foregoing does not apply to changes, modifications or updates to IBM License Service expressly provided by IBM.

Client will assign a person in Client's organization with authority to manage and promptly resolve questions on reports or inconsistencies between report contents, license entitlement, or IBM License Service configuration; and promptly place an order with IBM or Client's Reseller if reports reflect EP use over Client's authorized level. IBM Software Subscription and Support and Selected Support coverage will be charged as of the date Client exceeded Client's authorized level.