



Amendment No. 2 to the Enterprise Software and Services Option

State of Illinois ("you") and International Business Machines Corporation ("IBM") agree that the terms and conditions of this Amendment No. 2 ("this Amendment" or "Amendment No. 2") are in addition to and/or modify those terms and conditions in the Enterprise Software and Services Option dated 7/31/2013 (the "Agreement"). Unless otherwise specified, the terms of this Amendment do not alter the terms of the Agreement or any preceding amendments, and those terms and conditions remain in full force and effect unless expressly modified in this Amendment.

In the event of a conflict between the terms of the Agreement and this Amendment, this Amendment shall prevail.

1. Definitions:

Capitalized terms (other than those defined in this Amendment) are defined in the Agreement or the applicable Associated Documents.

Cross-Brand Allotment ("CBA") - funds which are set forth in the section of this Amendment entitled "Provision for Cross-Brand Allotment" and included in the Option Charges and which will be held on account for your use in accordance with the terms of this Amendment.

Previously Deployed Programs – those IBM programs on Table 3 of Schedule A-2 that were deployed prior to the Start Date of this Agreement

2. Contract Term

This Amendment starts on July 31, 2015 ("Start Date") and remains in effect up to and including July 31, 2017 ("End Date"), unless earlier terminated as provided herein.

3. Eligible Software Products

The ESSO Offerings that qualify for the terms of this Amendment ("Eligible Software Products") are described below, and are in addition to the Eligible Software Products acquired prior to the Amendment No. 2 End Date:

- d. Software Products once acquired under the section of this Amendment entitled "Provision for Cross Brand Allotment"; and;
- e. Software Products included in Schedule A2 – Products List including any applicable Attachments, which is attached to and made part of this Amendment (the "Listed Software Products"), and including S&S with a coverage period up to and including the Amendment No. 2 End Date, unless otherwise specified in Schedule A2 - Products List (S&S Coverage Period").

Appliances and the associated Maintenance and Subscription and Support acquired under this Amendment are listed on Attachment 2 - the Supplement for Purchase of IBM Appliances and Appliance Services ("Appliance Supplement") and has coverage period up to and including July 31, 2017. Appliances are subject to the terms and conditions of the IPAA, the Appliance Supplement, and this Agreement.

3.1 S&S Coverage Changes for Existing Eligible Software Products

In the Enterprise Software and Services Option dated 7/31/2013, Schedule A – Products List, Table A-1 is modified such that S&S Coverage ends on 7/31/2015 for the following products:



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Table A-1		
Part Number	Description	Qty
D0P69II	IBM PROCESS SERVER ADVANCED FOR NON-PRODUCTION ENV PROCESSOR VALUE UNIT (PVU) FOR LINUX ON SYSTEM Z LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	60
D0IMXLL	IBM PROCESS DESIGNER PER AUTHORIZED USER FOR SYSTEM Z LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	8
D0INZLL	IBM INTEGRATION DESIGNER PER AUTHORIZED USER FOR SYSTEM Z LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	8
D0P05LL	IBM DECISION SERVER FOR NON-PRODUCTION ENVIRONMENT FOR ZENTERPRISE BLADECENTER EXTENSION AND LINUX ON SYSTEM Z PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	120
D0IIVLL	IBM DECISION CENTER FOR ZENTERPRISE BLADECENTER EXTENSION AND LINUX ON SYSTEM Z PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	120
D60RPLL	IBM WEBSHERE SERVICE REGISTRY AND REPOSITORY FOR ZENTERPRISE BLADECENTER EXTENSION AND LINUX ON SYSTEM Z PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	240

In the Enterprise Software and Services Option dated 7/31/2013, Schedule A – Products List, Table A-3 is modified such that S&S Coverage ends on 7/31/2015 for the following products. For avoidance of doubt, a quantity of 400 of part number E04PJLL retains coverage through July 31, 2016.

Table A-3			
Site Number	Part Number	Description	Qty
7022437	E04PJLL	IBM INFOSPHERE DATASTAGE PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	300
7022437	E0DLGLL	IBM INFOSPHERE INFORMATION SERVER FOR DATA INTEGRATION AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	2
7022437	E0DLHLL	IBM INFOSPHERE INFORMATION SERVER FOR DATA INTEGRATION PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	300

In the Enterprise Software and Services Option dated 7/31/2013, Schedule A – Products List, Table A-4 is modified such that S&S Coverage ends on 7/31/2015 for the following products:

Table A-4			
Site Number	Part Number	Description	Qty
7011995	E0APQLL	IBM RATIONAL TEAM CONCERT DEVELOPER FOR IBM ENTERPRISE PLATFORMS FOR SYSTEM Z FLOATING USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	27
7011995	E0AQ4LL	IBM RATIONAL TEAM CONCERT CONTRIBUTOR FOR SYSTEM Z FLOATING USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	20
7011995	E0AQCLL	IBM RATIONAL TEAM CONCERT DEVELOPER FOR IBM ENTERPRISE PLATFORMS FOR SYSTEM Z AUTHORIZED USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	10



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In the Enterprise Software and Services Option Amendment #1 dated 6/30/2014, Schedule A1 – Products List, Table 4 is modified so that there is no S&S Coverage for the following products. For avoidance of doubt, a quantity of 400 of part number E04PJLL retains coverage through July 31, 2017

Table 4					
Site Number	Part Number	Description	Qty	S&S Start Date	S&S End Date
7022437	E04PJLL	IBM INFOSPHERE DATASTAGE PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	300	1-Aug-2016	31-Jul-2017
7022437	E0DLGLL	IBM INFOSPHERE INFORMATION SERVER FOR DATA INTEGRATION AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	2	1-Aug-2016	31-Jul-2017
7022437	E0DLHLL	IBM INFOSPHERE INFORMATION SERVER FOR DATA INTEGRATION PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	300	1-Aug-2016	31-Jul-2017
7011995	E0APQLL	IBM RATIONAL TEAM CONCERT DEVELOPER FOR IBM ENTERPRISE PLATFORMS FOR SYSTEM Z FLOATING USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	27	1-Aug-2016	31-Jul-2017
7011995	E0AQ4LL	IBM RATIONAL TEAM CONCERT CONTRIBUTOR FOR SYSTEM Z FLOATING USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	20	1-Aug-2016	31-Jul-2017
7011995	E0AQCLL	IBM RATIONAL TEAM CONCERT DEVELOPER FOR IBM ENTERPRISE PLATFORMS FOR SYSTEM Z AUTHORIZED USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	10	1-Aug-2016	31-Jul-2017

4. Use of Eligible Software Products

The Agreement is amended as follows.

The MLC Annual Maximum Table Period 'Third Year' for August 1, 2015 – July 31, 2016 after subsection **Additional Terms for MLC Programs** is deleted.

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. The State may place additional orders for software under the ESSO or the IPAA by submitting a signed order form to IBM. The order form that the State shall use is the BOA (Basic Ordering Agreement) or similarly approved transaction document.

5. Other

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,



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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 provided that, IBM will not conduct an on site audit more frequently than once per 12 month period, unless IBM has reasonable cause to believe that a violation of the License Terms has occurred.. 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 as required by the section of this Agreement entitled "Use of Eligible Software Products", 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 determined as a result of such verification.

You may elect the License Management Option specified on Attachment A (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.

Section 5.1 Self Report

You agree that Table 3 of Schedule A-2 titled Previously Deployed IPAA Programs specifies the IBM Programs that must be acquired to support your previous software deployment as reported by you to IBM. Applicable charges for such IBM Programs are included in the Option Charges specified herein.

6. Provision for Cross-Brand Allotment:

Included in the Option Charges are the following available CBA amounts listed in the CBA Availability Table, which in the aggregate total **USD\$6,989,406.57** :

CBA AVAILABILITY TABLE	
Date Availability	Incremental Amount Available
August 1, 2015	USD\$6,989,406.57

You may use the available CBA to acquire MLC Programs, Software Products and software-related services ("CBA Offerings") under the pricing and terms defined below between the Start Date and the termination or expiration of this Amendment, whichever comes first ("CBA Expiration Date"). You may not use the CBA to pay invoices for CBA Offerings acquired before the Start Date or for services contracts signed before the Start



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Date. All CBA Offerings acquired under the CBA must be fulfilled directly by IBM and may not be obtained from third parties.

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 the CBA Expiration Date. Programs licensed under the IPLA that are referenced in the CBA Pricing Table will only be eligible for the applicable discounts if they are deployed after the time of the order.

You may use the CBA to acquire other CBA Offerings not listed on the CBA Pricing Table, 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 CBA to acquire the products and services of wholly-owned IBM subsidiaries which have been generally enabled for inclusion in ESSO Agreements at mutually agreed prices, provided such agreed prices are within IBM's then-current established relative selling prices for such products and services.

Items acquired using the CBA must be ordered directly from IBM via the Basic Ordering Agreement (BOA) or similarly approved document ("CBA Written Order") prior to the earlier of July 31, 2017 or the date of termination of this Amendment. The CBA Written Order must include the description of the products or services you are acquiring; a reference to the price quote provided to you by IBM; and indicate that you intend to use the CBA to pay for such products or services. IBM will provide you the name of the IBM contact who shall receive all CBA Written Orders.

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 July 31, 2017 or the termination of this Amendment.

Accelerating CBA If you wish to use the CBA to acquire products whose net charges exceed the CBA available at the time of your order, you may accelerate the payment of prospective Option Charges associated with CBA availability at the time you make the acquisition. You must request to amend this Amendment to accelerate the payment of any such prospective Option Charges. 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 CBA Expiration Date will not be refunded or carried forward into any future period and will be automatically forfeited as of the CBA Expiration Date.

CBA PRICING TABLE		
Category Number	Description of Qualifying Elements	Discount off price at the time of acquisition
1	MLC Programs	19% off Actual Inventory Value

6.1 Use of CBA for MLC Programs.

You qualify for the Category 1 discounts in the CBA Pricing Table if your CBA is not exhausted and the Actual Inventory Value has not reached the relevant MLC Annual Maximums specified below. If you do not satisfy



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these conditions, then you agree to pay for such MLC Programs at the prices for which you then qualify as IBM specifies in its invoice to you.

MLC Annual Maximum Table			
Period	Third Year	Period Start Date	Period End Date
		August 1, 2015	July 31, 2016
			MLC Annual Maximum
			USD\$8,628,897.00

The MLC Programs may only be used by that part of your Enterprise that existed as of the Start Date of this Amendment and not by any future business entities or assets of business entities which become part of your Enterprise through merger or acquisition activity after the Start Date of this Amendment.

You must have exclusive authority to determine who may access the MLC Programs, you must control the premises where the machines on which the MLC Programs are installed reside ("MLC Machines"), and you must operate the MLC Machines. In addition, if you provide MLC Programs to third parties as part of a provision of information technology services, you agree that: 1) the MLC Program cannot be such third party's primary justification for acquiring the information technology services; 2) a separate cost or price for the MLC Program component of the information technology services may not be charged or identified to the third party; and 3) such services must provide significant additional value or function for such entity over and above that of the MLC Programs.

You acknowledge that (1) the MLC Annual Maximums have been set by you based on inventories, operating environments, and growth projections provided by you, and (2) you understand the basis on which the MLC Annual Maximums have been calculated.

If it is determined that at any time you 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 you did qualify for such time period, and you will be responsible for full payment of any additional amounts. If it is determined that at any time you 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 you will be responsible for full payment of any additional amounts. In addition, if you use any Unauthorized Built-in-Capacity you agree to pay for such Capacity, at the charges for such Capacity as if it was acquired from IBM at the prices for which you then qualify.

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 you notify us in writing. The CBA balance will be documented monthly between IBM and you in a mutually agreed format. You further agree 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.

For purposes of clarity, you may choose to stop using the CBA for MLC Programs by providing written notification to IBM no later than one month before you 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. You may cancel MLC pursuant to the terms of the governing Associated Document.

7. Section 6. **Services** is amended to delete the table in its entirety and replace it with the following:

Additional Funds for IBM Services and/or Software Products	
Funds Availability Date	Amount
8/1/2013	\$500,000



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Additional Funds for IBM Services and/or Software Products	
Funds Availability Date	Amount
8/1/2014	\$771,338
8/1/2015	\$523,338

8. Section 7. **Substitution** is amended to insert the following as the third paragraph:

If a Schedule A2 – Table 2 Listed Program is on Schedule B2 Table 1, it is a "Substitutable Program". Prior to the earlier of the termination of this Agreement and June 30, 2017, you may exchange, on a point-for-point basis, according to the unit exchange value contained in Schedule B2 – Table 2 for each Program ("Unit Exchange Value"), only those quantities of Substitutable Programs that have not been deployed, with other Program(s) listed on Schedule B2 – Table 1. Notwithstanding the foregoing, if IBM has provided you with written notice that a Program has been withdrawn from marketing, then you may not further increase the licensed quantity for the affected Program using substitution without IBM's prior written consent.

9. Section 10. **Charges** is amended to add the following table:

Invoice Date	Amount Due
July 31, 2015	\$2,499,142.61
November 1, 2015	\$422,086.35
February 1, 2016	\$422,086.35
May 1, 2016	\$153,755.54
August 1, 2016	\$339,773.50

10. Termination

The section of the Agreement entitled "Termination" is deleted in its entirety and replaced with the following.

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

- i. Any CBA payments owed through the effective termination date; and
- ii. Any amounts due pursuant to the section of this Agreement entitled "Use of Eligible Software Products"; 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

You further understand that, upon termination, any existing CBA will not be refunded, and all CBA discounts will expire.

Upon termination, your entitlement to use MLC Programs under this Agreement shall cease and any continued use of MLC Programs shall be subject to applicable charges pursuant to the ICA including its Attachments and Exhibits to then current periodic charges pursuant to the ICA and any applicable Attachments and Exhibits. Notwithstanding any such termination, but subject to your payment of the Deferred Payments Settlement Amount, the S&S for the Listed Software Products for the term of the coverage period specified herein continues in accordance with the terms and conditions of the Associated



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Documents. If the Agreement is terminated, and you are not in default, any balance of the \$1,794,676 of IBM software services funds provided in Section 6 will continue to be available for use through July 31, 2017.

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 right of defense or counterclaim of any kind whatsoever.

Effective Date of Termination	Deferred Payments Settlement Amount
July 31, 2016	USD\$9,168,854.00

9. Section 12. **General** is re-numbered to **Section 13. General**.

10. A new section 12: **Prospective Orders** is added.

Prior to the earlier of July 31, 2017 and the termination of this Agreement ("Expiration Date"), for each net order IBM receives from you in the amount of \$50,000.00 or more, you shall be entitled to receive the pricing listed below for any Software Product and its associated S&S made commercially available under the IPAA which have not been deployed by You prior to time of the order and which are not deemed Excluded IPAA Products.

Excluded IPAA Products are any Software Products are (1) a non-PA Appliance, (2) a royalty-bearing Product, (3) a Product offered under flexible-contract type (FCT), (4) IPAA Express, (5) a Fixed Term license or (6) Software as a Service ("SaaS"), (7) any Product which IBM deems "restricted", (8) Monthly Rental, (9) Monthly License Charge software, and (10) any Product which was or is acquired outside the terms of this Agreement, including those acquired from a third party that are part of a third party solution or application.

To be eligible for the pricing referenced in this section, the Software Products: (1) cannot be deployed prior to the time of the order, and (2) must be made generally available by IBM to its clients (i.e., not withdrawn from marketing and/or S&S), and (3) must be ordered directly from IBM by providing written authorization to IBM (e.g., order form, order letter, purchase order) prior to the Expiration Date to qualify for the pricing set forth in this paragraph:

Passport Advantage Software Products 10% discount off then current Passport Advantage RSVP level I price

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

The discounts stated below apply only to the immediate order being made and are not retroactive or cumulative in nature.

The prices and terms of this Amendment must be agreed to and signed by you by July 31, 2015 or this Amendment is void.

The parties agree that this Amendment #2, including all Associated Documents and the Illinois Master Software and Services Contract, is the complete agreement between us and replaces any prior oral and/or written communications between us concerning this subject matter. By signing below, the parties agree to the terms of this Amendment #2 and the Associated Documents. If there is a conflict among terms of this Amendment #2 and those of the Associated Documents, for the purposes of this Amendment #2, those of this Amendment #2 prevail over the Associated Documents and those of the Illinois Master Software and Services Contract prevail over this Amendment #2.



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Agreed to:
State of Illinois

By Tom Tyrrell
Johella Brent
Customer Authorized signature

Name (type or print): Tom Tyrrell

Position (type or print): Director

Date: 7/31/15

IBM Customer number: 4504021

Customer address:
Department of Central Management Services
715 Stratton Office Building
401 S. Spring
Springfield, IL 62706

Agreed to:
International Business Machines Corporations

By Mark R. Townsend
Authorized signature

Name (type or print):

Mark R. Townsend

Position (type or print): Client Manager

Date: 7-30-2015



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Attachment A 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 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.



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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 and conditions.



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Attachment 2

Supplement for Purchase of IBM Appliances and Appliance Services

Name and Address of Customer:	State of Illinois, Central Management Services
*Ship to Address:	201 W. Adams Street, Springfield, IL 62704
*Installation Address: <i>(If different than Ship To Address, include each Specified Location where an Appliance may be installed)</i>	Same as above
IBM Passport Advantage Agreement or Passport Advantage Express ("Agreement") /Site No:	7022437
Customer No:	2558742
Invoice to:	

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

Description	Part Number	Appliance Type	Qty of Appliances	Customer Request Arrival Date (CRAD)**	Maintenance Services Contract Period
IBM Security QRadar Core Appliance XX05 G2 Appliance Install Appliance + Subscription and Support 12 Months	D14R6LL	QRADAR	1	ASAP	7/31/2015 – 7/31/2017
IBM Security QRadar Core Appliance XX05 G2 Appliance Install Initial Appliance Business Critical Service Upgrade 12 Months	D14R8LL	QRADAR	1	ASAP	7/31/2015 – 7/31/2017
IBM Security QRadar Core Appliance XX05 G2 Appliance Install Initial Appliance Hard Drive Retention Service Upgrade 12 Months	D14R9LL	QRADAR	1	ASAP	7/31/2015 – 7/31/2017
IBM Security QRadar Vulnerability Manager Add-On 60XX Install License + SW Subscription & Support 12 Months	D10V7LL	QRADAR	1	ASAP	7/31/2015 – 7/31/2017
IBM Security QRadar Risk Manager Install License + SW Subscription & Support 12 Months	D0WQWLL	QRADAR	1	ASAP	7/31/2015 – 7/31/2017
IBM Security QRadar Core Appliance XX28 G2 Appliance Install Appliance + Subscription and Support 12 Months	D14RALL	QRADAR	1	ASAP	7/31/2015 – 7/31/2017
IBM Security QRadar Core Appliance XX28 G2 Appliance Install Initial Appliance Business Critical Service Upgrade 12 Months	D14RCLL	QRADAR	1	ASAP	7/31/2015 – 7/31/2017
IBM Security QRadar Core Appliance XX28 G2 Appliance Install Initial Appliance Hard Drive Retention Service Upgrade 12 Months	D14RDLL	QRADAR	1	ASAP	7/31/2015 – 7/31/2017
IBM Security QRadar Data Node for Multiplatform Install License + SW Subscription & Support 12 Months	D14TALL	QRADAR	1	ASAP	7/31/2015 – 7/31/2017
IBM Security QRadar SIEM Flow Capacity Pack Increase of 100K FPM Install License + SW Subscription & Support 12 Months	D0V5LLL	QRADAR	4	ASAP	7/31/2015 – 7/31/2017
IBM Security QRadar Risk Manager Added 250 Remote/Branch Configuration Source Install License + SW Subscription & Support 12 Months	D0WWILL	QRADAR	1	ASAP	7/31/2015 – 7/31/2017
IBM Security QRadar QFlow Collector 1310-SR G2 Appliance Install Appliance + Subscription and Support 12 Months	D14RVLL	QRADAR	1	ASAP	7/31/2015 – 7/31/2017
IBM Security QRadar QFlow Collector 1310-SR G2 Appliance Install Initial Appliance Business Critical Service Upgrade 12 Months	D14RXLL	QRADAR	1	ASAP	7/31/2015 – 7/31/2017
IBM Security QRadar QFlow Collector 1310-SR G2 Appliance Install Initial Appliance Hard Drive Retention Service Upgrade 12 Months	D14RYLL	QRADAR	1	ASAP	7/31/2015 – 7/31/2017

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



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Appliance Maintenance, Warranty and Warranty Service Upgrade table

Customer Set-Up (Yes/No)	Yes
Type of Service (during warranty):	1
Warranty Period for Machine Component	1 year
Service Level (during warranty)	1
Warranty Service Level Upgrades	n/a
Production Status Code	1
Type of Maintenance Services (after warranty)	A
Maintenance Service Level (after warranty)	A
Maintenance Service Level Upgrades	n/a

<p>Production Status Codes:</p> <ol style="list-style-type: none"> 1. New System 2. Used System 3. Unknown Status *5. POC System <p>Consult the IBM Passport Advantage Appliance Support Handbook ("Appliance Support Handbook") for further details on Production Status Codes at http://www.ibm.com/software/appliance/support.</p>	<p>Types of Service (during warranty), if available</p> <ol style="list-style-type: none"> 1. Customer Replaceable Unit (CRU) Service 5. CRU and On-site Service 6. CRU and Courier or Depot Service 7. CRU and Customer Carry-in or Mail-In Service 8. CRU and Machine Exchange Service <p>Service Levels, if available</p> <ol style="list-style-type: none"> 1. Next Business Day (NBD), 9X5 2. Same Business Day (SBD), 9X5 3. Same Day (SD), 24X7
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<p>Types of Maintenance Service (after warranty), if available</p> <ol style="list-style-type: none"> A. On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, next business day B. On-Site Repair/Exchange Services, _ days a week, __hrs/day C. On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), _am to _pm, _ hour response objective This type of repair service includes a response objective and is not a guarantee. D. On-Site Repair/Exchange Services, _ days a week, __hrs/day, _ hour response objective. This type of repair service includes a response objective and is not a guarantee. X. EasyServe (remotely delivered services)
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Miscellaneous

Some Appliance configurations maybe distributed across multiple Sites or a single site. Appliance Configurations that require multiple Appliances and associated license upgrades connected to and operating with a single Appliance console must be at the same maintenance level and be current on Maintenance and Subscription & Support in order to properly operate, be supported and compliant. Please check with your IBM sales or renewal contact before purchasing or making changes to your Appliance configuration.

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

IBM Passport Advantage Appliance Support Handbook

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

Risk of Loss

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



Amendment No. 2 to the Enterprise Software and Services Option

Hard Drive Retention Option (Only Applicable if included)

Under the Hard Drive Retention Option, IBM will modify Service for IBM Machine Components as described in its Attachment to allow Customer to retain a defective hard drive that is replaced in the course of Service by IBM. If Customer's reported problem requires the replacement of a hard drive, a replacement hard drive will be supplied by IBM and the removed defective hard drive will be provided to Customer as Customer's property for disposal by Customer.

This Supplement specifies the Appliances that are covered by this Hard Drive Retention Option by Customer Site, and the period for which Customer has contracted this Service. The IBM Machine Components of Appliances covered under this Supplement must also be under IBM warranty or separately covered by Machine Component maintenance Service with IBM.

Customer agrees to:

- a. identify a Customer representative to receive the retained defective drive from IBM;
- b. refrain from placing the defective drive into productive use; and
- c. dispose of all retained hard drives in compliance with applicable environmental laws and regulations.

IBM is not responsible for the loss or disclosure of, or damage to, any data that may be contained on a removed defective hard drive. Any removed hard drive that is not returned to Customer will be retained as IBM's property.

The Appliances and Appliance Services described above are subject to the terms of the Agreement, this Supplement and the Attachment for Appliance Services ("Attachment") attached hereto at the prices listed in the quotation provided by IBM. If this Supplement is being executed for an Additional Site, IBM will accept this order only if Customer's Originating Site has already accepted the terms of its Attachment

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

By signing the Agreement, Customer accepts the terms of this Supplement and its Attachment. Once accepted, i) any reproduction of this Supplement, the Attachment and the Agreement made by reliable means (for example, electronic image, photocopy or facsimile) is considered an original, and ii) all Appliances and Appliance Services ordered under this Supplement are subject to it.

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



Amendment No. 2 to the Enterprise Software and Services Option

SCHEDULE A2 – PRODUCTS LIST

TABLE 1 – NEW IPAA SOFTWARE PRODUCTS S&S COVERAGE THROUGH JULY 31, 2017		
PART NUMBER	DESCRIPTION	QUANTITY
D55TWLL	IBM DB2 Workgroup Server Edition Processor Value Unit (PVUs) License + SW Subscription & Support 12 Months	1,130
D56Q3LL	IBM Tivoli Storage Manager for Mail 10 Processor Value Units (PVUs) License + SW Subscription & Support 12 Months	12
D16S5LL	IBM Datacap Network Scanning Device Resource Value Unit License + SW Subscription & Support 12 Months	85
D61KCLL	IBM Database Encryption Expert for Linux, UNIX, and Windows Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	1,400

TABLE 2 – NEW TECHNOLOGY IPAA SOFTWARE PRODUCTS S&S COVERAGE THROUGH JULY 31, 2017		
PART NUMBER	DESCRIPTION	QUANTITY
D07A7LL	IBM Content Manager Authorized User Value Unit License + SW Subscription & Support 12 Months	315
D1AE7LL	IBM Enterprise Records Foundation Add-On Authorized User Value Unit License + SW Subscription & Support 12 Months	250
D12UWLL	IBM Content Collector for File Systems Processor Value Unit License + SW Subscription & Support 12 Months	80

TABLE 3 – PREVIOUSLY DEPLOYED IPAA SOFTWARE PRODUCTS S&S COVERAGE THROUGH JULY 31, 2017		
PART NUMBER	DESCRIPTION	QUANTITY
D55WQLL	IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) for zEnterprise BladeCenter Extension (zBX) and Linux on System z License + SW Subscription & Support 12 Months	2,530

TABLE 4 – NEW SYSTEM Z IPLA PROGRAMS S&S COVERAGE THROUGH JULY 31, 2017			
LICENSE PART NUMBER	S&S PART NUMBER	DESCRIPTION	QUANTITY
5655P03	5655P04	Data Encryption IMS and DB2	157

TABLE 5 – S&S ON IPAA SOFTWARE PRODUCTS S&S COVERAGE THROUGH JULY 31, 2017				
PART NUMBER	DESCRIPTION	QUANTITY	S&S START DATE	S&S END DATE
E025TLL	IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) for zEnterprise BladeCenter Extension (zBX) and Linux on System z Annual SW Subscription & Support Renewal	2,530	8/1/2016	7/31/2017



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TABLE 6 – S&S ON PREVIOUSLY ACQUIRED SYSTEM Z IPLA PROGRAMS S&S COVERAGE THROUGH JULY 31, 2017				
PART NUMBER	DESCRIPTION	QUANTITY	S&S START DATE	S&S END DATE
THE PRODUCTS BELOW ARE INSTALLED AT THE SECRETARY OF STATE				
5697G59	Fault Analyzer S&S	55	8/1/2015	7/31/2017
5697G60	File Manager S&S	55	8/1/2015	7/31/2017
5648D68	DB2 Utilities Suite S&S	83	8/1/2015	7/31/2017
5655M70	CICS Transaction Gateway S&S	55	8/1/2015	7/31/2017
5698S94	IBM Tiv Cat Management S&S	55	8/1/2015	7/31/2017
5698S51	Tivoli Workload Scheduler S&S	17	8/1/2015	7/31/2017
5741SNS	Performance Toolkit Feat S&S	88	8/1/2015	7/31/2017
5741SNS	z/VM Subscription & Support	88	8/1/2015	7/31/2017
THE PRODUCT BELOW IS INSTALLED AT THE COMPTROLLER'S OFFICE				
5648D68	DB2 Utilities Suite V9	1	8/1/2015	7/31/2017



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SCHEDULE B2 – SUBSTITUTION

TABLE 1 – NEW TECHNOLOGY IPAA SUBSTITUTION SOFTWARE PRODUCTS				
Quantity that can be subbed out	Part/ Product Number	Description	Unit Exchange Value	Specified IBM Security Systems Products
315	D07A7LL	IBM Content Manager Authorized User Value Unit License + SW Subscription & Support 12 Months	884.20	N
250	D1AE7LL	IBM Enterprise Records Foundation Add-On Authorized User Value Unit License + SW Subscription & Support 12 Months	284.48	N
80	D12UWLL	IBM Content Collector for File Systems Processor Value Unit License + SW Subscription & Support 12 Months	711.80	N
0	D0V5LLL	IBM Security QRadar SIEM Flow Capacity Pack Increase of 100K FPM Install License + SW Subscription & Support 12 Months	107,251.00	Y
0	D0V5JLL	IBM Security QRadar SIEM Event Capacity Pack Increase of 2.5K EPS Install License + SW Subscription & Support 12 Months	91,531.00	Y
0	D0WWILL	IBM Security QRadar Risk Manager Added 250 Remote/Branch Configuration Source Install License + SW Subscription & Support 12 Months	44,528.00	Y
0	D0T15LL	IBM InfoSphere Guardium Standard Activity Monitor for z/OS Resource Value Unit for System z License + SW Subscription & Support 12 Months	2,145.50	Y
0	D0THVLL	IBM InfoSphere Guardium Advanced Activity Monitor for Databases Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	39.02	Y
0	D0TIQLL	IBM InfoSphere Guardium Central Management and Aggregation Pack Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	9.58	Y
0	D17BGLL	IBM Cognos Business Intelligence Analytics User per Authorized User License + SW Subscription & Support 12 Months	1,668.00	N
0	D178VLL	IBM Cognos Business Intelligence Information Distribution Processor Value Unit License + SW Subscription & Support 12 Months	618.00	N
0	D0EP4LL	IBM SPSS Modeler Premium Authorized User License + SW Subscription & Support 12 Months	30,000.00	N
0	D56MWLL	IBM Integration Bus for zEnterprise BladeCenter Extension and Linux on System z Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	1,102.00	N
0	D0LL1LL	IBM InfoSphere Master Data Management Individual Hub - Standard Edition for Non-Financial Services per Resource Value Unit License + SW Subscription & Support 12 Months	160.83	N
0	D0NUNLL	IBM InfoSphere Master Data Management Provider Hub - Standard Edition Resource Value Unit License + SW Subscription & Support 12 Months	485.20	N
0	D03RLLL	IBM Security Access Manager for Web User Edition User Value Unit License + SW Subscription & Support 12 Months	30.41	N
0	D0ZUTLL	IBM DB2 Advanced Enterprise Server Edition Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	679.10	N
0	D07YALL	IBM Security AppScan Enterprise Dynamic Analysis Users Floating User Single Install License + SW Subscription & Support 12 Months	8,945.00	N
0	D0L73LL	IBM Security AppScan Enterprise Dynamic Analysis Scanner Install License + SW Subscription & Support 12 Months	53,786.00	N
0	D0BQ2LL	IBM WebSphere Application Server Hypervisor Edition for IBM AIX Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	223.01	N
0	D0HSXLL	IBM BigFix Compliance Resource Value Unit License + SW Subscription & Support 12 Months	121.65	N
0	D0HSZLL	IBM BigFix Compliance Client Device License + SW Subscription & Support 12 Months	95.76	N
0	D0PZBLL	IBM Rational Developer for System z Authorized User for System z License + SW Subscription & Support 12 Months	5,657.60	N
0	D0ZQALL	IBM Rational Developer for the Enterprise Authorized User for System z License + SW Subscription & Support 12 Months	8,372.00	N



**Amendment No. 2 to the
Enterprise Software and Services Option**

TABLE 1 – NEW TECHNOLOGY IPAA SUBSTITUTION SOFTWARE PRODUCTS				
Quantity that can be subbed out	Part/ Product Number	Description	Unit Exchange Value	Specified IBM Security Systems Products
0	D0H4PLL	IBM Datacap Authorized User Value Unit License + SW Subscription & Support 12 Months	7,661.00	N
0	D0T5ELL	IBM Datacap Enterprise Edition Add-On Authorized User Value Unit License + SW Subscription & Support 12 Months	1,886.40	N