

**MASTER AGREEMENT COVERSHEET (rev 05-09)**

MASTER AGREEMENT NUMBER <b>MA-201402</b>
FEDERAL EMPLOYER ID NUMBER <b>13-0871985</b>

1. In this leveraged purchase agreement (the "Master Agreement"), the term "Contractor" or "IBM" refers to **International Business Machines Corporation ("IBM")** and the term "Judicial Council" refers to the Judicial Council of California.

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2. This Master Agreement becomes effective as of May 1, 2015 (the "Effective Date") and expires on April 30, 2020, unless extended thereafter for additional one (1) year terms, as set forth in Exhibit A, Section 1, paragraph 7.

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3. The title of this Agreement is: **Master Agreement for FileNet Document Management System Software and Support**. The purpose of this Master Agreement is to set forth the terms and conditions that apply to Contractor's furnishing of document management system software and support to the 58 Superior Courts of California, the California Courts of Appeal, including the Supreme Court of California, the Habeas Corpus Resource Center and the Judicial Council (all "Judicial Branch Entities" or "JBEs").

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4. This Master Agreement does not of itself encumber funds and neither the Judicial Council nor JBEs are obligated to encumber funds as a result of this Master Agreement. This Master Agreement does not obligate the Judicial Council or JBEs to issue orders under this Master Agreement or guarantee that the Contractor will receive a specific volume of business from the JBEs.

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5. The parties agree to the terms and conditions of this Master Agreement and acknowledge that this Master Agreement (made up of this coversheet, the following exhibits, and any attachments) contains the parties' entire understanding related to the subject matter of this agreement:
  - Exhibit A – Additional Terms and Conditions, including:
    - Section 1 – Additional Terms and Conditions
    - Section 2 – Judicial Branch General Provisions
    - Section 3 – Maintenance and Support Services
  - Exhibit B – Licensing Definitions
  - Exhibit C1 – Product Listing
  - Exhibit C2 – Product Listing with Pricing  
(CONFIDENTIAL  
For Judicial Council and JBE use only)
  - Exhibit D – IBM International Passport Advantage Agreement (IPAA)
  - Exhibit E – IBM International Program
  - Exhibit F – Attachments, including:
    - Attachment 1 – IBM License Information (LI)
    - Attachment 2 – IBM Form of Proof of Entitlement (POE)
    - Attachment 3 – IBM Software Licensed under the IPLA - Backup Use Defined
    - Attachment 4 – Temporary Additional Use Policy
  - Exhibit G – Product Functionality and Detail Information
  - Exhibit H – Required Insurance

If there are any inconsistent terms in the Master Agreement, the following is the descending order of precedence which the parties agree shall be used to determine which terms are governing: this coversheet, Exhibit A, Section 1; Exhibit A, Section 2; Exhibit A, Section 3; Exhibit B, Exhibit C2, Exhibit C1, Exhibit D, Exhibit E, Exhibit F, Attachment 1; Exhibit F, Attachment 2; Exhibit F, Attachment 3; Exhibit G, Exhibit H and subsequently authorized Purchase Orders.

JUDICIAL COUNCIL'S SIGNATURE	CONTRACTOR'S SIGNATURE
Judicial Council of California	CONTRACTOR'S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.) <b>International Business Machines Corporation, Inc.</b>
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Stephen Saddler Manager, Business Services</b>	PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kim Hewitt Director, California Public Sector, Sacramento, CA</b>
ADDRESS Attention: Stephen Saddler 455 Golden Gate Avenue San Francisco, CA 94102	ADDRESS Attention: Kim Hewitt 2710 S Gateway Oaks Drive Sacramento, CA 95833-4307

**JUDICIAL COUNCIL OF CALIFORNIA  
MASTER AGREEMENT MA-201402 WITH INTERNATIONAL BUSINESS MACHINES CORPORATION**

**EXHIBIT A  
SECTION 1  
ADDITIONAL TERMS AND CONDITIONS**

**Additional Terms and Conditions**

1. **Acceptance of Terms and Conditions; No “Click-through” Terms and Conditions.** Notwithstanding any other provision in the IPLA and IPAA, and any other IBM documents associated with this FileNet LPA, whether or not attached and incorporated to this LPA or accessible online, JBE’s acceptance of the FileNet LPA license, terms and conditions shall be governed by this LPA, and any amendments thereto, and not by online acceptance associated with software download. No “Click-through”, “shrink-wrap” or “I accept” functions associated with the FileNet license and related agreements shall supersede or replace conflicting terms and conditions contained in and associated with this FileNet LPA.
2. **License Term.** Notwithstanding any other provision in the IPLA and IPAA, and any other IBM documents associated with this FileNet LPA, whether or not attached and incorporated to this LPA or accessible online, the term of the license granted to JBE for FileNet products listed on Exhibit C1 - Product Listing, shall be perpetual, non-exclusive and irrevocable, subject to compliance by JBE with the license terms of this Agreement.
3. **Updates, Fixes and Patches.** Notwithstanding any other provision in the IPLA and IPAA, and any other IBM documents associated with this FileNet LPA, whether or not attached and incorporated to this LPA or accessible online, when JBE receives an update, fix or patch to the FileNet Program, such update, fix or patch is subject to the terms of this FileNet LPA, unless additional or different terms have been agreed to in writing by the parties. If additional or different terms have not been agreed to in writing by the parties, JBE shall have sufficient time, in its reasonable discretion, to install, test and implement into production, such update, fix or patch and discontinue use of the previous product.
4. **Resolution of Compliance Verification Issues.** Notwithstanding any other conflicting compliance verification provisions in the IPLA and IPAA, and any other IBM documents associated with this FileNet LPA, whether or not attached and incorporated to this LPA or accessible online:
  - (a) As part of the compliance verification process, an independent auditor will afford JBE an opportunity to review any findings and work with the auditor to correct any errors, prior to the auditor sharing the findings with IBM. IBM will provide the applicable JBE with written notice if verification indicates use of any Eligible Product in excess of its authorized use or is otherwise not in compliance with the terms of this Master Agreement.
  - (b) The parties shall work together in good faith to resolve any alleged issues of non-compliance brought forward by IBM and additional payment that IBM claims may be owed.
  - (c) IBM may invoice the applicable JBE for any excess use and associated software Subscription and Support determined as a result of the compliance verification. Any charges for excess use shall not exceed the lesser of the duration of such excess use, or a maximum of two years (plus State and local sales and use tax, if applicable. Excess use rates shall not exceed JBE’s entitled pricing in effect under this Agreement.
5. **IBM’s FileNet License Information (LI).** The License Information for FileNet at the time of execution of this Agreement is attached to this LPA as Exhibit F, Attachment 1. IBM will notify JBE of any changes to the LI provided that JBE has enrolled in IBM’s My Notification program, for receipt of such notice. The LI attached to this LPA is intended to provide JBE with representative additional terms and conditions respecting use of the FileNet product. With the exception of new terms and conditions arising from third party providers, JBE shall not be required to accept new or different terms and conditions absent written agreement with IBM assenting to such new or different terms and conditions. If JBE is purchasing User Value Unit (UVU) licenses only under this Agreement, JBE shall not be bound by terms and conditions in the LI applicable to Processor Value Unit (PVU) licenses. If JBE is purchasing PVU licenses, the terms and condition in the LI applicable to UVU licenses will not apply to such PVU licenses. Changes to User Value Units set forth in any LI shall not diminish JBE’s rights to any discounts with respect to future purchases of FileNet. Licensing definitions are found in Exhibit B – Licensing Definitions.
6. **Offshore Transport of Data Prohibited.** Software Subscription and Support will be provided in the United States. Accordingly, JBE’s use of IBM Support services shall not involve copying or moving judicial branch data offshore. JBE

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understands that provision of Software Subscription and Support in the United States only and prohibition on moving judicial branch data offshore may impact the timing of IBM’s ability to resolve an issue.

7. **Product Availability and Pricing During Term of Agreement.** Notwithstanding the provisions of any other IBM document, including, but not limited to, the IBM IPAA, section 1.9 (“Eligible Products”), or the LI, the availability of FileNet products and the pricing for such products agreed to by IBM under this LPA for the FileNet products listed in Exhibit C1 (“Product Listing”) and Exhibit C2 (“Product Listing with Pricing”), which may be updated by IBM twice annually by delivery of an updated Exhibit C1 and C2 to Judicial Council, shall remain in effect for the initial term of the Agreement. Pricing updates do not require an amendment to this Master Agreement. The initial term of this Master Agreement is five (5) years, with the Judicial Council’s option to renew for additional one (1) year terms. Judicial Council may exercise the renewal option by providing IBM written notice of its election to renew this Agreement at least thirty (30) days prior to the end of the then current term. Notwithstanding the foregoing, the terms and conditions in this Master Agreement applicable to license rights, use of the Eligible Products, and/or Software Subscription and Support will survive expiration of this Master Agreement, except as to (a) terms and conditions in paragraph 12 of this Exhibit A, Section 1, relating to placing orders, (b) terms and conditions relating to IBM’s provision of support to the Judicial Council or a JBE, so long as the Judicial Council or JBE has kept its support current and in effect, and (c) terms and conditions relating to compliance verification, which shall survive no longer than two years following expiration or termination of this Master Agreement.
8. **Notices.** Any notice required or permitted under the terms of this LPA or required by law must be in writing and must be (a) delivered in person, (b) sent by registered or certified mail, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address set forth below:

<p><b>If to Contractor:</b></p> <p>International Business Machines Corporation          2710 S Gateway Oaks Drive          Sacramento , CA , 95833-4307          Attention: Kim Hewitt</p> <p>With a copy to:</p> <p>West IMT Counsel          International Business Machines Corporation          425 Market Street, 21<sup>st</sup> Floor          San Francisco, CA 94105</p>	<p><b>If to the JBE:</b></p> <p><b>If to the Judicial Council:</b></p> <p>Judicial Council of California          Attention: Stephen Saddler          455 Golden Gate Ave.          San Francisco, CA 94102</p> <p>With a copy to:</p> <p>Mark Speaker Yuan          Judicial Council of California          455 Golden Gate Ave.          San Francisco, CA 94102</p> <p><b>If to a participating Superior Court of California, a California Court of Appeal (including the Supreme Court of California), or to the Habeas Corpus Resource Center:</b></p> <p>Contractor shall send notice to the Court Executive Officer, to the address specified on the participating entity’s Purchase Order, other transaction document or POE.</p>
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Either Party may change its address for notification purposes by giving the other Party written notice of the new address in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) Business Days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

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**EXHIBIT A**  
**SECTION 1**  
**ADDITIONAL TERMS AND CONDITIONS**

9. **Negotiated Terms.** IBM and JBE (“the Parties”) agree that the terms and conditions of this Agreement are the result of negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.
10. **Amendments.** Except as provided in Exhibit A, Section II, paragraph 4 (“Severability”), alteration or variation of the terms of this Agreement shall not be valid unless made pursuant to an amendment on the JBE’s standard form signed by the Parties, and any oral understanding or agreement that is not so incorporated shall not be binding on any of the Parties. To be effective, proposed changes or amendments to this Agreement must be (i) submitted in writing, (ii) accompanied by a narrative description of the proposed change and the reasons for the change, and (iii) approved in writing by both Parties pursuant to an amendment on the JBE’s standard form.
11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but taken together, all of which shall constitute one and the same Agreement.
- 12. Ordering.**
- (a) A JBE may place an individual orders for FileNet products listed on Exhibit C pursuant to this Master Agreement. Orders will be placed by issuing a Purchase Order. A “Purchase Order” is defined as an ordering document used by a JBE to place an order for FileNet products listed on Exhibit C. The form and format of an ordering document may vary. All Purchase Orders will reference this Master Agreement No. MA-201402. The terms and conditions of this Master Agreement No. MA-201402 are applicable to all Purchase Orders, regardless of the ordering document or the ordering process selected. The JBE placing the Purchase Order will be responsible for receipt of products ordered and payment pursuant to the terms and conditions set forth in this Master Agreement.
  - (b) A Purchase Order placed by a JBE constitutes and will be construed as a separate independent contract between IBM and such JBE for purchase and payment of the products, subject to the following limitation: any additional or supplemental terms contained in the Purchase Order or in any invoice or confirmation of the Purchase Order that conflicts with or materially alters any term or condition of this Master Agreement as it relates to a Purchase Order will not be deemed part of such contract.
  - (c) The JBE placing a Purchase Order will be responsible for i) the receipt of the products ordered, and ii) payment pursuant to the terms and conditions set forth in this Master Agreement.
  - (d) The JBE placing a Purchase Order will include the name of the JBE’s contact person in the Purchase Order (“Purchase Order Project Manager”). IBM shall contact the Purchase Order Project Manager regarding questions on any Purchase Order or payment status of any Purchase Order.
  - (e) After a Purchase Order has been placed by a JBE and processed by IBM, IBM shall deliver an email to the JBE informing it that the products are available for downloading by the JBE.

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**EXHIBIT A**  
**SECTION 2**  
**JUDICIAL BRANCH GENERAL PROVISIONS**

1. **DEFINITIONS:** Unless otherwise specified in a Statement of Work, the following terms shall be given the meaning shown, unless context requires otherwise.
- a) **"Acceptance Tests"** means those tests performed during the Performance Period which are intended to determine compliance of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.
- "Judicial Council" means the Judicial Council of California.
- "Parties" means IBM, Judicial Council and any judicial branch entity ("JBE") purchasing products under this Contract.
- b) **"Application Program"** means a computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.
- c) **"Attachment"** means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer that is not connected by the Contractor.
- d) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability company, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
- e) **"Buyer"** means a State authorized contracting official.
- f) **"Commercial Hardware"** means Hardware developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
- g) **"Commercial Software"** means Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
- h) **"Contract"** or "Agreement" means this Contract or Leveraged Purchase Agreement (LPA), or, in the alternative, agreement ("Agreement"), (including any purchase order issuing from this LPA ("FileNet Agreement")), by whatever name known or in whatever format used.
- i) **"Custom Software"** means Software that does not meet the definition of Commercial Software.
- j) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
- k) **"Data Processing Subsystem"** means a complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent), Operating Software and Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.
- l) **"Data Processing System (System)"** means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors), Operating Software which are acquired to operate as an integrated group.
- m) **"Deliverables"** means Goods, Software, Information Technology, telecommunications technology, Hardware, and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services.
- n) **"Designated CPU(s)"** means for each product, if applicable, the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s)" are specified on the Contract, the term shall mean any and all CPUs located at the site specified therein.
- o) **"Documentation"** means manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or

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Software provided hereunder, including, but not limited to License Information (LI) and Proof of Entitlement (POE) documents associated with any Software provided under this Agreement. Manuals and other printed materials customized for the State hereunder constitute Work Product if such materials are required by the Statement of Work.

- p) **"Equipment"** is an all-inclusive term which refers either to individual Machines or to a complete Data Processing System or Subsystem, including its Hardware and Operating Software (if any).
- q) **"Equipment Failure"** is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.
- r) **"Facility Readiness Date"** means the date specified in the Statement of Work by which the State must have the site prepared and available for Equipment delivery and installation.
- s) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).
- t) **"Hardware"** usually refers to computer Equipment and is contrasted with Software. See also Equipment.
- u) **"Installation Date"** means the date specified in the Statement of Work by which the Contractor must have the ordered Equipment ready (certified) for use by the State.
- v) **"Information Technology"** includes, but is not limited to, all electronic technology systems and services, automated information handling, System design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and Machines.

**"JBE"** means **"Judicial Branch Entity"** or any court of California, and including the Judicial Council of California.

**"Judicial Branch Contracting Manual"** means the manual issued by the Judicial Council of

California, setting forth policies, procedures and guidelines respecting procurement of goods and services by the judicial branch of California.

- w) **"Machine"** means an individual unit of a Data Processing System or Subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.
- x) **"Machine Alteration"** means any change to a Contractor-supplied Machine which is not made by the Contractor, and which results in the Machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such change.
- y) **"Maintenance Diagnostic Routines"** means the diagnostic programs customarily used by the Contractor to test Equipment for proper functioning and reliability.
- z) **"Manufacturing Materials"** means parts, tools, dies, jigs, fixtures, plans, drawings, and information produced or acquired, or rights acquired, specifically to fulfill obligations set forth herein.
- aa) **"Mean Time Between Failure (MTBF)"** means the average expected or observed time between consecutive failures in a System or component.
- bb) **"Mean Time to Repair (MTTR)"** means the average expected or observed time required to repair a System or component and return it to normal operation.
- cc) **"Operating Software"** means those routines, whether or not identified as Program Products, that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.
- dd) **"Operational Use Time"** means for performance measurement purposes, that time during which Equipment is in actual operation by the State. For maintenance Operational Use Time purposes, that time during which Equipment is in actual operation and is not synonymous with power on time.
- ee) **"Period of Maintenance Coverage"** means the period of time, as selected by the State, during which maintenance services are provided by the

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Contractor for a fixed monthly charge, as opposed to an hourly charge for services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays.

- ff) **"Preventive Maintenance"** means that maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the Equipment in proper operating condition.
- gg) **"Principal Period of Maintenance"** means any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 6:00 p.m.) as selected by the State, including an official meal period not to exceed one hour, Monday through Friday, excluding holidays observed at the installation.
- hh) **"Programming Aids"** means Contractor-supplied programs and routines executable on the Contractor's Equipment which assists a programmer in the development of applications including language processors, sorts, communications modules, data base management systems, and utility routines, (tape-to-disk routines, disk-to-print routines, etc.).
- ii) **"Program Product"** means programs, routines, subroutines, and related items which are proprietary to the Contractor and which are licensed to the State for its use, usually on the basis of separately stated charges and appropriate contractual provisions.
- jj) **"Remedial Maintenance"** means that maintenance performed by the Contractor which results from Equipment (including Operating Software) failure, and which is performed as required, i.e., on an unscheduled basis.
- kk) **"Software"** means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including Operating Software, Programming Aids, Application Programs, and Program Products.
- ll) **"Software Failure"** means a malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see definition of Equipment Failure.
- mm) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any

department, agency, or other unit of the government of the State of California, including the judicial branch of California, its trial and appellate courts, and the Judicial Council of California..

- nn) **"Statement of Work"** shall mean any document setting forth the type and scope of services to be performed by IBM. Any Statement of Work entered into between a JBE and IBM regarding the FileNet products may include new terms and conditions relating to the provision of such services.
- oo) **"System"** means the complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.
- pp) **"U.S. Intellectual Property Rights"** means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.

**2. CONTRACT FORMATION:**

- a) [intentionally deleted]
- b) If this Contract results from a solicitation the Contractor's quotation or proposal is deemed a firm offer and this Contract document is the State's acceptance of that offer.
- c) [intentionally deleted]

**3. COMPLETE INTEGRATION** This Agreement and the Exhibits to this Agreement constitute the entire agreement and final understanding of the Parties with respect to the subject matter hereof and supersede and terminate any and all prior and/or contemporaneous negotiations, representations, understandings, discussions, offers and/or agreements between the Parties, whether written or verbal, express or implied, relating in any way to the subject matter hereof.

**4. SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

**5. INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of the Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

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- 6. APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in City and County of San Francisco, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.
- 7. COMPLIANCE WITH STATUTES AND REGULATIONS:**
- a) The State and the Contractor warrants and certifies that in the performance of this Contract, that each will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California. The Contractor agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.
  - b) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
  - c) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
  - d) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
  - e) To the extent that this Contract falls within the scope of Government Code Section 11135, the Contractor hereby agrees to respond to and resolve any complaint brought to its attention, regarding accessibility of its products or services.
- 8. CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
- a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
  - b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- 9. ASSIGNMENT:** This Contract shall not be assignable by the Contractor in whole or in part, by operation of law or otherwise, without the written consent of the State. The State's consent shall not be unreasonably withheld or delayed. For the purpose of this paragraph, the State will not unreasonably prohibit the Contractor from freely assigning its right to payment, provided that the Contractor remains responsible for its obligations hereunder.
- 10. WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.
- 11. ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the order of precedence shall be as shown on the Master Agreement Cover Sheet to this Contract (Master Agreement Number MA-201402).
- 12. PACKING AND SHIPMENT:**



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- a) [Intentionally deleted].
  - b) [Intentionally deleted]
  - c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State.
- b) All Deliverables may be subject to inspection and test by the State or its authorized representatives.
  - c) The Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. The Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.

**13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.

**14. DELIVERY:** The Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If the Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Deliverables, and may return them to Contractor at the Contractor's expense or utilize any other rights available to the State at law or in equity.

**15. SUBSTITUTIONS:** Substitution of Deliverables may not be tendered without advance written consent of the Buyer. The Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.

**16. INSPECTION, ACCEPTANCE AND REJECTION: Unless otherwise specified in the Statement of Work:**

- a) When acquiring Commercial Hardware or Commercial Software, the State shall rely on Contractor's existing quality assurance system as a substitute for State inspection and testing. For all other acquisitions, Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and services under this Contract and will tender to the State only those Deliverables that have been inspected and found to conform to this Contract's requirements. The Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. The Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of the Contractor's quality assurance System or other similar business practices related to performance of the Contract.

- d) Subject to subsection 16 (a) above, all Deliverables may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
- e) The State shall give written notice of rejection of Deliverables delivered or services performed hereunder within a reasonable time after receipt of such Deliverables or performance of such services. Such notice of rejection will state the respects in which the Deliverables do not substantially conform to their specifications. If the Judicial Council does not provide such notice of rejection within fifteen (15) days of delivery for purchases of Commercial Hardware or Commercial Software or thirty (30) days of delivery for all other purchases, such Deliverables and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.
- f) Unless otherwise specified in the Statement of Work, title to Equipment shall remain with the Contractor and assigns, if any, until such time as successful acceptance testing has been achieved. Title to a special feature installed on a Machine and for which only a single installation charge was paid shall pass to the State at no additional charge, together with title to the Machine on which it was installed.

**17. SAMPLES:**

- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products bid and/or specified in the Contract.
- b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at the Contractor's expense.

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**18. WARRANTY:**

- a) Unless otherwise specified in a Statement of Work, the warranties in this subsection a) begin upon delivery of the goods or services in question and end one (1) year thereafter. The Contractor warrants that (i) Deliverables and services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work and Exhibit G – Product Functionality and Detail Information, and (ii) the Deliverables will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a Detailed Design Document) and incorporated the same or equivalent in the Statement of Work directly or by reference, the Contractor will warrant that it's Deliverables provide all material functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, the Contractor warrants that such Software will perform in accordance with its license and accompanying Documentation. The Judicial Council's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
- b) The Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery, of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (ii) will not infringe or violate any U.S. Intellectual Property Right. Without limiting the generality of the foregoing, if the Judicial Council believes that harmful code may be present in any Commercial Software delivered hereunder, the Contractor will, upon the Judicial Council's request, provide a new or clean install of the Software.
- c) Unless otherwise specified in the Statement of Work:
  - (i) The Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.
  - (ii) The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the Judicial Council, unless such modification is approved or directed by the Contractor, (B) use of Software in combination with or on products other than as specified by the Contractor, or (C) misuse by the Judicial Council.
- (iii) Where the Contractor resells Commercial Hardware or Commercial Software it purchased from a third party, Contractor, to the extent it is legally able to do so, will pass through any such third party warranties to the Judicial Council and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth above.
- d) All warranties, including special warranties specified elsewhere herein, shall inure to the Judicial Council, its successors, assigns, customer agencies, and governmental users of the Deliverables or services.
- e) Except as may be specifically provided in the Statement of Work or elsewhere in this Contract, for any breach of the warranties provided in this Section, the Judicial Council's exclusive remedy and the Contractor's sole obligation will be limited to:
  - (i) re-performance, repair, or replacement of the nonconforming Deliverable (including, without limitation, an infringing Deliverable) or service; or
  - (ii) should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming Deliverable or service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables or services of equivalent capability, function, and performance. The payment obligation in this subsection (e)(ii) will not exceed the limits on the Contractor's liability set forth in the Section entitled "Limitation of Liability."
- f) EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, THE CONTRACTOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**19. SAFETY AND ACCIDENT PREVENTION:** In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may

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reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

**20. INSURANCE:** The Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance required under the Contract, and as set forth on Exhibit H ("Required Insurance"). The Contractor shall furnish insurance certificate(s) evidencing required insurance coverage acceptable to the State, including endorsements showing the State as an "additional insured" if required under the Contract. Any required endorsements requested by the State must be separately provided; merely referring to such coverage on the certificates(s) is insufficient for this purpose. When performing work on state owned or controlled property, Contractor shall provide a waiver of subrogation in favor of the State for its workers' compensation policy.

**21. TERMINATION FOR NON-APPROPRIATION OF FUNDS:**

- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, the Contractor agrees to take back any affected Deliverables furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
- b) The State agrees that if it appears likely that subsection a) above will be invoked, the State and Contractor shall agree to take all reasonable steps to prioritize work and Deliverables and minimize the incurrence of costs prior to the expiration of funding for this Contract.
- c) THE STATE AGREES THAT IF PARAGRAPH a) ABOVE IS INVOKED, COMMERCIAL HARDWARE AND SOFTWARE THAT HAS NOT BEEN PAID FOR SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. THE STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO THE CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR

ASSISTANCE IN SUCH PACKING AND CRATING.

**22. TERMINATION FOR THE CONVENIENCE OF THE STATE:**

- a) The Judicial Council may terminate this LPA or performance of work under this Contract for its convenience in whole or in part, if Judicial Council's Approving Authority, as defined in the Judicial Branch Contracting Manual, determines that a termination is in the Judicial Council's best interest. Any JBE or non-Judicial Council JBE may terminate its own FileNet Agreement or performance of work resulting from a Purchase Order under this LPA for its convenience in whole or in part, if the JBE or non-Judicial Council JBE's Approving Authority, as defined in the Judicial Branch Contracting Manual, or other authority as delegated, determines that a termination is in its best interest.
- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
  - (i) Stop work as specified in the Notice of Termination.
  - (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
  - (iii) Terminate all subcontracts to the extent they relate to the work terminated.
  - (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;
- c) After termination, the Contractor shall submit a final termination settlement proposal to the State in the form and with the information prescribed by the State. The Contractor shall submit the proposal promptly, but no later than 90 days after the effective date of termination, unless a different time is provided in the Statement of Work or in the Notice of Termination.
- d) The Contractor and the State may agree upon the whole or any part of the amount to be paid as requested under subsection (c) above.
- e) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the

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Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:

- (i) The Contract price for Deliverables or services accepted or retained by the State and not previously paid for, adjusted for any savings on freight and other charges; and
- (ii) The total of:
  - A) The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to Deliverables or services paid or to be paid;
  - B) The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
  - C) Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.
- f) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

**23. TERMINATION FOR DEFAULT:**

- a) The Judicial Council may, subject to the clause titled "Force Majeure" and to sub-section d) below, by written notice of default to the Contractor, terminate this LPA in whole or in part if the Contractor fails to:
  - i) Deliver the Deliverables or perform the services within the time specified in the Contract or any amendment thereto;
  - ii) Make progress, so that the lack of progress endangers performance of this Contract; or
  - iii) Perform any of the other provisions of this Contract.

A JBE may, subject to the clause titled "Force Majeure" and to sub-section d) below, by written notice of default to the Contractor, terminate its FileNet Agreement in whole or in part if the Contractor fails to:

- i) Deliver the Deliverables or perform the services within the time specified in the Contract or any amendment thereto;
  - ii) Make progress, so that the lack of progress endangers performance of this Contract; or
  - iii) Perform any of the other provisions of this Contract.
- b) The Judicial Council 's or JBE's right to terminate this Contract under sub-section a) above, may be exercised only if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the Judicial Council 's or JBE's cure notice, which in no event will be less than fifteen (15) days, unless the Statement of Work calls for a different period.
  - c) If the Judicial Council or JBE terminates this Contract in whole or in part pursuant to this Section, it may acquire, under terms and in the manner the Buyer considers appropriate, Deliverables or services similar to those terminated, and the Contractor will be liable to the Judicial Council or JBE for any excess costs for those Deliverables and services, including without limitation costs third party vendors charge for Manufacturing Materials (but subject to the clause entitled "Limitation of Liability"). However, the Contractor shall continue the work not terminated.
  - d) If the Contract is terminated for default, the Judicial Council or JBE may require the Contractor to transfer title, or in the case of licensed Software, license, and deliver to the State, as directed by the Buyer, any:
    - (i) completed Deliverables,
    - (ii) partially completed Deliverables, and,
    - (iii) subject to provisions of sub-section e) below, Manufacturing Materials related to the terminated portion of this Contract. Nothing in this sub-section d) will be construed to grant the Judicial Council or JBE rights to Deliverables that it would not have received had this Contract been fully performed. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the Judicial Council or JBE has an interest.
  - e) The Judicial Council or JBE shall pay Contract price for completed Deliverables delivered and accepted and items the Judicial Council or JBE requires the Contractor to transfer under section (d) above. Unless the Statement of Work calls for different procedures or requires no-charge delivery

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of materials, the Contractor and Buyer shall attempt to agree on the amount of payment for Manufacturing Materials and other materials delivered and accepted by the Judicial Council or JBE for the protection and preservation of the property; provided that where the Contractor has billed the Judicial Council or JBE for any such materials, no additional charge will apply. Failure to agree will constitute a dispute under the Disputes clause. The Judicial Council or JBE may withhold from these amounts any sum it determines to be necessary to protect the Judicial Council or JBE against loss because of outstanding liens or claims of former lien holders.

- f) If, after termination, it is determined by a final decision that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
- g) Both parties, Judicial Council or JBE and Contractor, upon any termination for default, have a duty to mitigate the damages suffered by it.
- h) The rights and remedies of the Judicial Council or JBE in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "Limitation of Liability."

**24. FORCE MAJEURE:**

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

**25. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:**

- a) In the event any Deliverables furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to

the State, and immediately replace all such rejected items with others conforming to the Contract.

- b) In addition to any other rights and remedies the State may have, the State may require the Contractor, at Contractor's expense, to ship Deliverables via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
- c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor (but subject to the clause entitled "Limitation of Liability").
- d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to the Contractor or to make a claim against the Contractor therefore.

**26. LIMITATION OF LIABILITY:**

- a) Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price. For purposes of this sub-section a), "Purchase Price" will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule contract), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) or service(s) that gave rise to the loss, such that the Contractor will have a separate limitation of liability for each purchase order.
- b) The foregoing limitation of liability shall not apply (i) to any liability under the General Provisions entitled "Compliance with Statutes and Regulations" (ii) to liability under the General Provisions, entitled "Patent, Copyright, and Trade Secret Indemnity" or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for death, bodily injury to persons or damage to real or tangible personal property caused by the Contractor's negligence or willful misconduct; or (iv) to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action.

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- c) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.
- d) In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that the Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that the Contractor's liability for such damages arises out of sub-section b)(i), b)(ii), or b)(iv) above.

**27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**

- a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
- b) The Contractor shall not be liable for damages arising out of or caused by an alteration or an Attachment not made or installed by the Contractor, or for damage to alterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by the Contractor during the Contract.

**28. INDEMNIFICATION:** The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of the Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:

- a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

**29. INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. If applicable, State sales tax and/or use tax shall be itemized separately and added to each invoice.

**30. REQUIRED PAYMENT DATE:** The JBE will endeavor to pay its properly submitted, itemized invoices not more than 45 days after receipt of an undisputed invoice.

**31. TAXES:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

**32. NEWLY MANUFACTURED GOODS:** All Goods furnished under this Contract shall be newly manufactured Goods or certified as new and warranted as new by the manufacturer; used or reconditioned Goods are prohibited, unless otherwise specified.

**33. CONTRACT MODIFICATION:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

**34. CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and

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information relating to the Judicial Council's operation which are designated confidential by the Judicial Council and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

**35. NEWS RELEASES:** News releases, publicity, social media content and advertising pertaining to this Contract shall not be made without prior written review and approval of the JBE's Approving Authority.

**36. DOCUMENTATION:**

- a) The Contractor agrees to provide to the State, at no charge, all Documentation as described within the Statement of Work, or as otherwise available, and updated versions thereof, which are necessary or useful to the State in its use of the Equipment or Software provided hereunder. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation.
- b) If the Contractor is unable to perform maintenance or the State desires to perform its own maintenance on Equipment purchased under this Contract then upon written notice by the State the Contractor will provide at Contractor's then current rates and fees adequate and reasonable assistance including relevant Documentation to allow the State to maintain the Equipment based on the Contractor's methodology. The Contractor agrees that the State may reproduce such Documentation for its own use in maintaining the Equipment. If the Contractor is unable to perform

maintenance, the Contractor agrees to license any other Contractor that the State may have hired to maintain the Equipment to use the above noted Documentation. The State agrees to include the Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided by the Contractor.

**37. RIGHTS IN WORK PRODUCT:**

- a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including the Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be the Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.
- b) Software and other materials developed or otherwise obtained by or for the Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If the Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Section 37 will be construed to interfere with the Contractor's or its affiliates' ownership of Pre-Existing Materials.
- c) The State will have Government Purpose Rights to the Work Product as Deliverable or delivered to the State hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any State government purpose. Such recipients of the Work Product may include, without limitation, State Contractors, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.

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- d) The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State may be used by either party without obligation of notice or accounting.
- e) This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

**38. SOFTWARE LICENSE:** Unless otherwise specified in the Statement of Work, the Contractor hereby grants to the State and the State accepts from the Contractor, subject to the terms and conditions of this Contract, a perpetual, irrevocable, royalty-free, non-exclusive, license to use the Software Products in this Contract (hereinafter referred to as "Software Products").

- a) The State may use the Software Products in the conduct of its own business, and any division thereof
- b) The license granted above authorizes the State to use the Software Products in machine-readable form on the Computer System located at the site(s) specified in the Statement of Work. Said Computer System and its associated units (collectively referred to as CPU) are as designated in the Statement of Work. If the designated CPU is inoperative due to malfunction, the license herein granted shall be temporarily extended to authorize the State to use the Software Products, in machine-readable form, on any other State CPU until the designated CPU is returned to operation.
- c) By prior written notice, the State may redesignate the CPU in which the Software Products are to be used provided that the redesignated CPU is substantially similar in size and scale at no additional cost. The redesignation shall not be limited to the original site and will be effective upon the date specified in the notice of redesignation.
- d) Acceptance of Commercial Software (including third party Software) and Custom Software will be governed by the terms and conditions of this Contract.

**39. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA:**

- a) The State agrees that all material appropriately marked or identified in writing as proprietary, and furnished hereunder are provided for the State's exclusive use for the purposes of this Contract

only. All such proprietary data shall remain the property of the Contractor. The State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to California Rule of Court 10.500.

- b) The State will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.
- c) The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations in this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.

**40. RIGHT TO COPY OR MODIFY:**

- a) Any Software Product provided by the Contractor in machine-readable form may be copied, in whole or in part, in printed or machine-readable form for use by the State with the designated CPU, to perform one-time benchmark tests, for archival or emergency restart purposes, to replace a worn copy, to understand the contents of such machine-readable material, or to modify the Software Product as provided below; provided, however, that no more than the number of printed copies and machine-readable copies as specified in the Statement of Work will be in existence under this Contract at any time without prior written consent of the Contractor. Such consent shall not be unreasonably withheld by the Contractor. The original, and any copies of the Software Product, in whole or in part, which are made hereunder shall be the property of the Contractor.
- b) The State may modify any non-personal computer Software Product, in machine-readable form, for its own use and merge it into other program material. Any portion of the Software Product included in any merged program material shall be used only on the designated CPUs and shall be subject to the terms and conditions of the Contract.

**41. FUTURE RELEASES:** Unless otherwise specifically provided in this Contract, or the Statement of Work, if improved versions, e.g., patches, bug fixes, updates or releases, of any Software Product are developed by the contractor, and are made available to other licensees, they will be made available to the State at no additional cost only if such are made available to other licensees at no additional cost. If the Contractor offers new versions or upgrades to the Software



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Product, they shall be made available to the State at the State's option at a price no greater than the Contract price plus a price increase proportionate to the increase from the list price of the original version to that of the new version, if any. If the Software Product has no list price, such price increase will be proportionate to the increase in average price from the original to the new version, if any, as estimated by the Contractor in good faith.

**42. ENCRYPTION/CPU ID AUTHORIZATION CODES:**

- a) When Encryption/CPU Identification (ID) authorization codes are required to operate the Software Products, the Contractor will provide all codes to the State with delivery of the Software.
- b) In case of an inoperative CPU, the Contractor will provide a temporary encryption/CPU ID authorization code to the State for use on a temporarily authorized CPU until the designated CPU is returned to operation.
- c) When changes in designated CPUs occur, the State will notify the Contractor via telephone and/or facsimile/e-mail of such change. Upon receipt of such notice, the Contractor will issue via telephone and/or facsimile/e-mail to the State within 24 hours, a temporary encryption ID authorization code for use on the newly designated CPU until such time as permanent code is assigned.

**43. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:**

- a) Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Right by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section ). The provisions of the preceding sentence apply only to third party computer Hardware or Software sold as a distinct unit and accepted by the State.

Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section will be conditional upon the following:

- (i) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
  - (ii) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that a) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (b) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (c) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- b) Should the Deliverables, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall permit the Contractor, at its option and expense, either to procure for the State the right to continue using the Deliverables, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Deliverables by the State shall be prevented by injunction, the Contractor agrees to take back such Deliverables and make every reasonable effort to assist the State in procuring substitute Deliverables. If, in the sole opinion of the State, the return of such infringing Deliverables makes the retention of other Deliverables acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables and refund any sums the State has paid the Contractor less any reasonable amount for use or damage.
  - c) The Contractor shall have no liability to the State under any provision of this clause with respect to

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any claim of patent, copyright or trade secret infringement which is based upon:

- (i) The combination or utilization of Deliverables furnished hereunder with Equipment, Software or devices not made or furnished by the Contractor; or,
  - (ii) The operation of Equipment furnished by the Contractor under the control of any Operating Software other than, or in addition to, the current version of Contractor-supplied Operating Software; or
  - (iii) The modification initiated by the State, or a third party at the State's direction, of any Deliverable furnished hereunder; or
  - (iv) The combination or utilization of Software furnished hereunder with non-contractor supplied Software.
- d) The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

**44. DISPUTES:**

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Contractor shall submit to the authorized representative of the contracting JBE or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. The contracting JBE or designee shall have 30 days after receipt of Contractor's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Contractor's demand, it shall be deemed a decision adverse to the Contractor's contention. If the Contractor is not satisfied with the decision of the contracting JBE or designee, the Contractor may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30 day period in the event no decision is rendered by the

- contracting department), to the Judicial Council's Administrative Director ("Administrative Director"), who shall have 45 days to render a final decision. If the Contractor does not appeal the decision of the contracting JBE or designee, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court.
- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions regarding this Contract. Contractor's failure to diligently proceed in accordance with the State's instructions regarding this Contract shall be considered a material breach of this Contract.
- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Administrative Director if an appeal was made. If the Administrative Director fails to render a final decision within 45 days after receipt of the Contractor's appeal for a final decision, it shall be deemed a final decision adverse to the Contractor's contentions. The Judicial Council's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- d) For disputes involving purchases made by the JBE, the Contractor shall submit to the authorized representative of the contracting JBE or designee a written demand for a final decision, which shall be fully supported in the manner described in subsection a above. The authorized representative of the contracting JBE or designee shall have 30 days to render a final decision. If a final decision is not rendered within 30 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contention. The final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- e) The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

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**45. STOP WORK:**

- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 45 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 45 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
  - (i) Cancel the Stop Work Order; or
  - (ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
  - (i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
  - (ii) The Contractor asserts its right to an equitable adjustment within 60 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

**46. EXAMINATION AND AUDIT:** The Contractor agrees that the State or its designated representative shall have the right to review and copy any records and supporting documentation directly pertaining to performance of this Contract. The Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and in such a manner so as to not interfere unreasonably with normal business activities and to allow interviews of any employees or others who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract. The State shall provide reasonable advance written notice of such audit(s) to the Contractor.

**47. FOLLOW-ON CONTRACTS:**

- a) If the Contractor or its affiliates provides Technical Consulting and Direction (as defined below), the Contractor and its affiliates:
  - (i) will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Technical Consulting and Direction; and
  - (ii) will not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Technical Consulting and Direction, whichever comes later.
- b) "Technical Consulting and Direction" means services for which the Contractor received compensation from the State and includes:
  - (i) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
  - (ii) development or design of test requirements;
  - (iii) evaluation of test data;
  - (iv) direction of or evaluation of another Contractor;
  - (v) provision of formal recommendations regarding the acquisition of Information Technology products or services; or
  - (vi) provisions of formal recommendations regarding any of the above. For purposes of

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this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.

- c) To the extent permissible by law, the Administrative Director, or designee, may waive the restrictions set forth in this Section by written notice to the Contractor if the ADOC determines their application would not be in the State's best interest. Except as prohibited by law, the restrictions of this Section will not apply:
- (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
  - (ii) where the State has entered into a master agreement for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

**48. PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

**49. COVENANT AGAINST GRATUITIES:**

The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or

damage sustained by the State in procuring on the open market any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

**50. NONDISCRIMINATION CLAUSE:**

- a) During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. The Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

**51. NATIONAL LABOR RELATIONS BOARD**

**CERTIFICATION:** The Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

**52. ASSIGNMENT OF ANTITRUST ACTIONS:** Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

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- a) In submitting a bid to the State, the supplier offers and agrees that if the bid is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.
- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
  - (i) the assignee has not been injured thereby, or
  - (ii) the assignee declines to file a court action for the cause of action.

**53. DRUG-FREE WORKPLACE CERTIFICATION:** The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - (i) the dangers of drug abuse in the workplace;

- (ii) the person's or organization's policy of maintaining a drug-free workplace;
- (iii) any available counseling, rehabilitation and employee assistance programs; and,
- (iv) penalties that may be imposed upon employees for drug abuse violations.

c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:

- (i) will receive a copy of the company's drug-free policy statement; and,
- (ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

**54. FOUR-DIGIT DATE COMPLIANCE:** Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

**55. SWEATFREE CODE OF CONDUCT:**

- a) Contractor declares under penalty of perjury that no equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.
- b) The Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph (a).

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**56. RECYCLED CONTENT REQUIREMENTS:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material (as defined in the Public Contract Code (PCC) Section 12200-12209, in products, materials, goods, or supplies offered or sold to the State that fall under any of the statutory categories regardless of whether the product meets the requirements of Section 12209. The certification shall be provided by the contractor, even if the product or good contains no postconsumer recycled material, and even if the postconsumer content is unknown. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205 (b)(2)). A state agency contracting officer may waive the certification requirements if the percentage of postconsumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but limited to, a product label, a catalog, or a manufacturer or vendor Internet web site. Contractors are to use, to the maximum extent economically feasible in the performance of the contract work, recycled content products (PCC 12203(d)).

**57. CHILD SUPPORT COMPLIANCE ACT:** For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:

- a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**58. AMERICANS WITH DISABILITIES ACT:** The Contractor assures the Judicial Council that the Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).

**59. ELECTRONIC WASTE RECYCLING ACT OF 2003:** The Contractor certifies that it complies with the applicable requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public

Resources Code. The Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

**60. USE TAX COLLECTION:** In accordance with PCC Section 10295.1, the Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise the State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

**61. EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Sections 10286 and 10286.1, and is eligible to contract with the State.

**62. DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that the contractor is in compliance with Public Contract Code Section 10295.3.

**63. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a) If for this Contract the Contractor made a commitment to achieve small business participation, then the Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b) If for this Contract the Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

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**64. LOSS LEADER:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

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1. **Service Terms.** The terms and conditions of this Section 3 shall apply to any Software Subscription and Support as defined in Section 3.5.1 of the IPAA and relating to the FileNet programs (“Licensed Software”).
2. **Definitions.**
  - “Response Goal” means the period of time elapsed from Contractor’s receipt of a report of a Defect until the time Contractor responds to Judicial Council’s service request.
  - “Severity Level” means the actual impact of a problem on a user’s operational environment as further described in the table below.
  - “Business Hours” means the prevailing business hours which are 8:00 a.m. to 5:00 p.m. Pacific time Monday through Friday excluding national holidays.
  - “Upgrades” means all new versions and releases of the Licensed Software that are generally available.
  - “Workaround” means a modification to or change in operating procedures (temporary or otherwise) for the Licensed Software that: (i) circumvents or effectively mitigates the adverse effects of a code defect so that the Licensed Software complies with and performs in accordance with the applicable Specifications and Documentation; (ii) does not require substantial reconfiguration of the Licensed Software or any reloading of data; and (iii) does not otherwise impose any requirements that would materially impede an end user’s use of the Licensed Software in accordance with the applicable Specifications and Documentation.
3. **Upgrades.** Contractor’s Passport Advantage program is a comprehensive IBM offering that covers software license acquisition, product upgrades and technical support under a single, common set of agreements, processes and tools. To ensure Contractor’s customers always have access to the latest version of their software and to remote technical support, Software Subscription and Support is included in the license acquisition for all distributed software products and is renewable on an annual basis. As long as Judicial Council’s Software Subscription and Support is current for the FileNet programs, Judicial Council is are entitled to receive fixes for defects and release upgrades for such programs.
4. **Support Obligations.** Software Subscription and Support for the FileNet programs includes, but is not necessarily limited to:
  - Remote problem analysis and assistance during normal country Business Hours in JBE’s time zone.



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- Assistance with identifying the failing product/component.
- Assistance with remote problem determination and resolution provided in English.
- Voice and electronic access support.
- Support for routine, short duration installation and usage questions
- 7 day, 24 hour support for mission critical emergencies (Severity 1)
- An unlimited number of technical support incidents.

Contractor also provides an integrated technical support solution for the FileNet programs. In addition to the support described above, the following features are also included:

- Access to registered Web site for enhanced electronic support features (except the operating system software):
- Download interim fixes and fix packs.
- Search for technotes, authorized program analysis reports (APARs) and other product and technical information to help answer technical questions.
- Receive weekly e-mail updates for flashes and fixes that can be enabled through the My Notifications function.
- Submit and track Problem Management Records (PMRs) electronically by using the Service Request (SR) tool.
- Ability to assign a Site Technical Contact (STC) who maintains the list of technical IS staff whom you authorize to submit/view problem records to IBM.
- There is no limit to the number of technical IS staff who can be authorized to submit problems to the IBM Support specialists.

5. **Services Report.** Provided that JBE's Software Subscription and Support is current, Contractor shall (i) provide the JBE with the support described in this Section 4, and (ii) JBE will be able to track Problem Management Records (PMRs) electronically by using the Service Request (SR) tool.
6. **Code Defects.** The Contractor resolution team will determine if a problem reported by a JBE falls into one of the categories as described below.

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**A known defect-related issue in an IBM Product:** If the resolution team determines that the issue is the result of a code defect that has previously been reported, the following actions may be taken:

- A fix or Workaround is provided to circumvent or correct the issue.
- If no Workaround is available and it is determined that one is required, the resolution team will work with the JBE to find the best feasible Workaround. The resolution team will: (1) advise the JBE when the defect Authorized Program Analysis Report (APAR) is closed; (2) assist in fix implementation and (3) update the JBE’s trouble ticket.

**A new defect:** If the resolution team determines that the issue is the result of an IBM software defect that has not been reported before, the resolution team will work with the JBE to create an APAR or Software Problem Report (SPR) to track the resolution of the code defect. These APAR’s and SPRs, along with any necessary documentation that the JBE may be asked to provide, are routed to the appropriate development teams.

7. **Response Goals.** Without limiting the foregoing, Contractor shall use commercially reasonable efforts to respond to service calls from JBE’s authorized callers within the response goal outlined below. Contractor’s initial response may result in resolution of a request, or it will form the basis for determining what additional actions will be required to achieve technical resolution of a request. Depending on the complexity of a request, the next response may take days. JBE and the Contractor support rep should agree on what the next action is and when the next checkpoint will be.
  
8. **Severity Level.** A JBE will initially assign a severity level to the problem when JBE reports it. After that, Severity Levels are determined during a mutual discussion by the JBE and the Contractor support analyst, based on the business impact of the issue. A JBE can change the severity level of a problem if circumstances change from when it was first entered to match current business impact conditions.

Severity Level	Description	Response Goal
Severity Level 1	A problem resulting in a critical business impact, e.g.: <ul style="list-style-type: none"> <li>• Critical situation/System Down</li> <li>• Business critical software component is inoperable</li> <li>• Usually applies to production environment affecting all users.</li> <li>• Critical interface has failed</li> </ul>	Within two hours  IBM will work with JBE 7x24 to resolve critical problems providing JBE has have a technical resource available to work during those hours.

**JUDICIAL COUNCIL OF CALIFORNIA  
MASTER AGREEMENT MA-201402 WITH INTERNATIONAL BUSINESS MACHINES CORPORATION**

**EXHIBIT A  
SECTION 3  
MAINTENANCE AND SUPPORT SERVICES**

<b>Severity Level</b>	<b>Description</b>	<b>Response Goal</b>
Severity Level 2	A problem resulting in a significant or severe business impact, e.g.: <ul style="list-style-type: none"><li>• A software component is severely restricted in its use, causing significant business impact.</li></ul>	Within two Business Hours
Severity Level 3	A problem resulting in some or a moderate business impact, e.g.: <ul style="list-style-type: none"><li>• A non-critical software component is malfunctioning, causing moderate business impact.</li></ul>	Within two Business Hours
Severity Level 4	<ul style="list-style-type: none"><li>• All problems other than those designated as Severity Level 1, Severity Level 2 and Severity Level 3, resulting in minimal business impact, e.g.:</li><li>• A non-critical software component is malfunctioning, causing minimal impact, or a non-technical request is made.</li></ul>	Within two Business Hours

For more details and a complete copy of IBM's Software Support Handbook, please download a copy using the following link:

<ftp://ftp.software.ibm.com/software/server/handbook/webhndbk.pdf>

The Software Support Handbook will be updated by Contractor from time to time. No such updates will degrade or reduce the support available to Judicial Council as of the Effective Date.

**JUDICIAL COUNCIL OF CALIFORNIA  
MASTER AGREEMENT MA-201402 WITH INTERNATIONAL BUSINESS MACHINES CORPORATION**

**EXHIBIT B  
LICENSING DEFINITIONS**

1. Licensing definitions for the products covered under this Agreement are in the 5 pages immediately following this page.

*END OF EXHIBIT B*



# Judicial Council of California: Enterprise Document Management System

*IBM: FileNet P8 ECM Solution*

*Exhibit B – Products and Licensing Definitions*

*Client Reference: ECM RFP FIN122210CK dated 01/13/2011*



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## 1. Licensing IBM Software

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### 1.1. User based licensing

#### Authorized user

Authorized User is a unit of measure by which the Program can be licensed. An Authorized User is a unique person who is given access to the Program. The Program may be installed on any number of computers or servers and each Authorized User may have simultaneous access to any number of instances of the Program at one time. Licensee must obtain separate, dedicated entitlements for each Authorized User given access to the Program in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means. An entitlement for an Authorized User is unique to that Authorized User and may not be shared, nor may it be reassigned other than for the permanent transfer of the Authorized User entitlement to another person.

**Note:** *Some programs may be licensed where devices are considered users. In that case the following applies: Any computing device that requests the execution of or receives for execution a set of commands, procedures, or applications from the Program or that is otherwise managed by the Program is considered a separate User of the Program and requires an entitlement as if that device were a person.*

#### User Value Unit (UVU)

User Value Unit (UVU) is a unit of measure by which the Program can be licensed. UVU Proof of Entitlement (PoE) are based on the number and type of Users for the given Program. Licensee must obtain sufficient entitlements for the number of UVUs required for Licensee's environment as defined by the specific software terms. The UVU entitlements are specific to the Program and type of user and may not be exchanged, interchanged, or aggregated with UVU entitlements of another program or type of user.

To understand these benefits of User Value Unit licensing and to determine how many User Value Units to obtain, please contact IBM or your IBM Sales representative.

#### Infrequent User

An Infrequent User is an Authorized User who accesses the Program not more than one hundred twenty (120) times in any consecutive 12 month period. A single access is comprised of one or more interactions between the Infrequent User and the Program or actions performed on behalf of the Infrequent User by the Program, all within a consecutive 15 minute period.

Licensee must track accesses by Infrequent Users to verify that they meet the access limitations of Infrequent Users. Provided such tracking mechanism exists, a ratio of ten (10) Infrequent Users will equal one (1) Authorized User for the purpose of UVU calculation. Licensee agrees to provide to IBM and its auditors details of the tracking mechanism described above, upon request.

#### Public / Non-Employee User

IBM refers to Public Users as Eligible Participants. Eligible Participants are licensed using a Resource Value Unit (RVU) tiered licensing model that provides significantly increased savings on licensing as the size of the licensed population grows.

The Resource for the purpose of RVU calculation is an Eligible Participant. Each individual or entity eligible to participate in any service delivery program managed or tracked by the Program is an Eligible Participant. Licensee must obtain sufficient entitlements to cover all Eligible Participants.

Licensee must obtain sufficient Eligible Participant RVU entitlements to cover any non-Employee Users of the Program (an Employee for the purpose of this paragraph includes any non-employee who is paid by or acting on behalf of Licensee's Enterprise).

## 1.2. Server

Server is a unit of measure by which the Program can be licensed. A server is a physical computer that is comprised of processing units, memory, and input/output capabilities and that executes requested procedures, commands, or applications for one or more users or client devices. Where racks, blade enclosures, or other similar equipment is being employed, each separable physical device (for example, a blade or a rack-mounted device) that has the required components is considered itself a separate server. Licensee must obtain Server entitlements for each server made available to the Program, regardless of the number of processor cores and/or partitions in the server or the number of copies of the Program on the server.

## 1.3. Virtual Server

Virtual Server is a unit of measure by which the Program can be licensed. A server is a physical computer that is comprised of processing units, memory, and input/output capabilities and that executes requested procedures, commands, or applications for one or more users or client devices. Where racks, blade enclosures, or other similar equipment is being employed, each separable physical device (for example, a blade or a rack-mounted device) that has the required components is considered itself a separate server. A virtual server is either a virtual computer created by partitioning the resources available to a physical server or an unpartitioned physical server. Licensee must obtain Virtual Server entitlements for each virtual server made available to the Program, regardless of the number of processor cores in the virtual server or the number of copies of the Program on the virtual server

## 1.4. Client device

Client Device is a unit of measure by which the Program can be licensed. A Client Device is a single user computing device or special purpose sensor or telemetry device that requests the execution of or receives for execution a set of commands, procedures, or applications from or provides data to another computer system that is typically referred to as a server or is otherwise managed by the server. Multiple Client Devices may share access to a common server. A Client Device may have some processing capability or be programmable to allow a user to do work. **Examples include**, but are not limited to actuators, appliances, automated teller machines, automatic meter readers, cash registers, disk drives, desktop computers, kiosks, notebook computers, personal digital assistant, point-of-sale terminals, sensors, smart meters, tape drives, and technical workstations. Licensee must obtain entitlements for every Client Device which runs, provides data to, uses services provided by, or otherwise accesses the Program and for every other computer or server on which the Program is installed

## 1.5. Resource Value Unit (RVU)

Resource Value Unit (RVU) is a unit of measure by which the Program can be licensed. RVU Proofs of Entitlement are based on the number of units of a specific resource used or managed by the Program. Licensee must obtain sufficient entitlements for the number of RVUs required for Licensee's environment as defined by the specific software terms. RVU entitlements are specific to the Program and the type of resource and may not be exchanged, interchanged, or aggregated with RVU entitlements of another program or resource.



## 1.6. Processor Value Unit (PVU)

A Processor Value Unit (PVU) is a unit of measure used to differentiate licensing of software on distributed processor technologies (defined by Processor Vendor, Brand, Type and Model Number). IBM continues to define a processor, for purposes of PVU-based licensing, to be each processor core on a chip (socket). Each software Program has a unique price per PVU.

**Note:** *Some programs may require licenses for the Resources available to AND the resources being managed by the Program. In that case, the following applies: In addition to the entitlements required for the Resources used by the Program directly, Licensee must obtain entitlements for this Program sufficient to cover the Resources managed by the Program.*

**Note:** *Some programs may be licensed on a managed basis ONLY. In that case, the following applies: Instead of the entitlements required for the Resources used by the Program directly, Licensee must obtain entitlements for this Program sufficient to cover the Resources managed by the Program.*

Additional IBM Software Licensing information is available at the Passport Advantage website:

[http://www-01.ibm.com/software/passportadvantage/about\\_software\\_licensing.html](http://www-01.ibm.com/software/passportadvantage/about_software_licensing.html)

**JUDICIAL COUNCIL OF CALIFORNIA  
MASTER AGREEMENT MA-201402 WITH INTERNATIONAL BUSINESS MACHINES CORPORATION**

**EXHIBIT C1  
PRODUCT LISTING**

1. Products covered under this Agreement are in the 50 pages immediately following this page.

*END OF EXHIBIT C1*

## Exhibit C1 - Product Listing

The pricing below is available to the Judicial Council and JBEs under this Agreement, as set forth in the Column entitled "Judicial Council Contract Price", is valid for a minimum order value of \$50,000 via IBM direct purchase. Once per month, IBM will allow one exception to this limitation in the form of a single purchase at the pricing described less than \$50,000 from the Judicial Council or a Judicial Branch Entity (e.g., only one purchase from across all 58 courts can be made under \$50,000 in a given month). Pricing for purchases of values under \$50,000 after the first exception in a given month will be at the prices set forth in the Column entitled "GV (Government Price)".

Passport Advantage Programs including IBM Software License and IBM Software Reinstatement ("D" part numbers), subject to the minimum order requirements set forth in the preceding paragraph, will receive a tiered discount based on dollar volume purchased in a single transaction as shown in the table below (Passport Advantage "D" Part Number Transaction Discount Table) off then current Passport Advantage RSV level GV (Government Price) for all IBM Software License and IBM Software Reinstatement Passport Advantage Programs.

Passport Advantage "D" Part Number Transaction Discount Table

Please see Judicial Council for discounts.

**Software & Subscription Renewals**  
 Until June 30, 2017 (the date of expiration of the SLP (defined below)), consistent with the Software License Program (SLP) between the State of California Department of General Services and certain IBM business partners for the purchase of IBM programs and support services, annual prices for Software Subscription and Support renewals will increase by no more than 3% over the annual price paid for the previous year. For the remaining Term of this agreement, (five years after execution), Software Subscription and Support renewals will increase by no more than 7%. If, upon expiration, the SLP is renewed by the State of California and IBM agrees to participate in such renewal, Judicial Council will be offered the same cap on annual increases on Software Subscription and Support as made available to the State of California and for the same duration.

PPA Part#	License Type	Part Description	SRP (Suggested Retail Price)	GV (Government Price)	Judicial Council Contract Price (Please see Judicial Council for prices)	URL Links to Product LI
D090JLL	User Value Unit	IBM Content Classification Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 96.50	\$ 81.39		<a href="http://www-03.ibm.com/software/sla/sladb.nsf/display/E1EB8D11440A7B7185">http://www-03.ibm.com/software/sla/sladb.nsf/display/E1EB8D11440A7B7185</a>
D090JLL	User Value Unit	IBM Content Classification Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 59.15	\$ 48.88		
E06VFLL	User Value Unit	IBM Content Classification Authorized User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 19.70	\$ 16.28		
D090KLL	User Value Unit	IBM Content Classification Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 49.12	\$ 40.59		
D090LLL	User Value Unit	IBM Content Classification Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 29.58	\$ 24.44		
E06VGLL	User Value Unit	IBM Content Classification Employee User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 9.82	\$ 8.12		
D090MLL	User Value Unit	IBM Content Classification External User Value Unit License + SW Subscription & Support 12 Months	\$ 0.47	\$ 0.39		
D090NLL	User Value Unit	IBM Content Classification External User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 0.32	\$ 0.26		
E06VHLL	User Value Unit	IBM Content Classification External User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 0.09	\$ 0.08		
D61U6LL	Processor Value Unit (PVU)	IBM Content Classification Production Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	\$ 1,265.33	\$ 1,045.53		
D61U7LL	Processor Value Unit (PVU)	IBM Content Classification Production Processor Value Unit (PVU) SW Subscription & Support Reinstatement 12 Months	\$ 759.20	\$ 627.32		
E046XLL	Processor Value Unit (PVU)	IBM Content Classification Production Processor Value Unit (PVU) Annual SW Subscription & Support Renewal 12 Months	\$ 253.07	\$ 209.11		
D0PS3LL	Processor Value Unit (PVU)	IBM Content Classification Non-production Processor Value Unit License + SW Subscription & Support 12 Months	\$ 634.72	\$ 524.47		
D0PS4LL	Processor Value Unit (PVU)	IBM Content Classification Non-production Processor Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 380.63	\$ 314.51		
E0DTPLL	Processor Value Unit (PVU)	IBM Content Classification Non-production Processor Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 126.53	\$ 104.55		
<a href="#">Product Announcement</a>						
D0GR0LL	User Value Unit	IBM Case Manager Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 2,119.16	\$ 1,751.05		
D0GR1LL	User Value Unit	IBM Case Manager Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1,275.61	\$ 1,054.03		

Exhibit C1 - Product Listing

EOAR9LL	User Value Unit	IBM Case Manager Authorized User Value Unit Annual SW Subscription & Support Renewal	\$ 423.83	\$ 350.21
DOGR2LL	User Value Unit	IBM Case Manager Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 1,059.58	\$ 875.53
DOGS0LL	User Value Unit	IBM Case Manager Employee User Value Unit SW Subscription & Support Reinstatement 12	\$ 635.75	\$ 525.32
EOARPLL	User Value Unit	IBM Case Manager Employee User Value Unit Annual SW Subscription & Support Renewal	\$ 211.92	\$ 175.11
D11GNLL	resource value unit	IBM Case Manager Eligible Participant Resource Value Unit License + SW Subscription & Support 12 Months	\$ 10.60	\$ 8.76
D11GPLL	resource value unit	IBM Case Manager Eligible Participant Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 6.38	\$ 5.27
EOIDELL	resource value unit	IBM Case Manager Eligible Participant Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 2.11	\$ 1.74
DOGR3LL	User Value Unit	IBM Case Manager Authorized Linux on System z User Value Unit License + SW Subscription & Support 12 Months	\$ 2,119.16	\$ 1,751.05
DOGR4LL	User Value Unit	IBM Case Manager Authorized Linux on System z User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1,275.61	\$ 1,054.03
EOARALL	User Value Unit	IBM Case Manager Authorized Linux on System z User Value Unit Annual SW Subscription & Support Renewal	\$ 423.83	\$ 350.21
DOGS1LL	User Value Unit	IBM Case Manager Employee Linux on System z User Value Unit License + SW Subscription & Support 12 Months	\$ 1,059.58	\$ 875.53
DOGS2LL	User Value Unit	IBM Case Manager Employee Linux on System z User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 635.75	\$ 525.32
EOARQLL	User Value Unit	IBM Case Manager Employee Linux on System z User Value Unit Annual SW Subscription & Support Renewal	\$ 211.92	\$ 175.11
D11GSLL	resource value unit	IBM Case Manager Eligible Participant Linux on System z Resource Value Unit License + SW Subscription & Support 12 Months	\$ 10.60	\$ 8.76
D11GTLL	resource value unit	IBM Case Manager Eligible Participant Linux on System z Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 6.38	\$ 5.27
EOIDGLL	resource value unit	IBM Case Manager Eligible Participant Linux on System z Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 2.11	\$ 1.74
DOJIDLL	User Value Unit	IBM Case Manager Add-On for Content Manager Enterprise Edition Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 1,759.11	\$ 1,453.54
DOJIELL	User Value Unit	IBM Case Manager Add-On for Content Manager Enterprise Edition Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1,059.58	\$ 875.53
EOC4ILL	User Value Unit	IBM Case Manager Add-On for Content Manager Enterprise Edition Authorized User Value Unit Annual SW Subscription & Support Renewal	\$ 351.82	\$ 290.71
DOJIMLL	User Value Unit	IBM Case Manager Add-On for Content Manager Enterprise Edition Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 872.36	\$ 720.82
DOJINLL	User Value Unit	IBM Case Manager Add-On for Content Manager Enterprise Edition Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 523.62	\$ 432.66
EOC4MLL	User Value Unit	IBM Case Manager Add-On for Content Manager Enterprise Edition Employee User Value Unit Annual SW Subscription & Support Renewal	\$ 174.88	\$ 144.50
D11K1VLL	resource value unit	IBM Case Manager Add-On IBM Content Manager Enterprise Edition Eligible Participant Resource Value Unit License + SW Subscription & Support 12 Months	\$ 8.49	\$ 7.01
D11K1WLL	resource value unit	IBM Case Manager Add-On IBM Content Manager Enterprise Edition Eligible Participant Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 5.09	\$ 4.21
EOIFELL	resource value unit	IBM Case Manager Add-On IBM Content Manager Enterprise Edition Eligible Participant Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 1.70	\$ 1.40
DOIE9LL	User Value Unit	IBM Case Manager Add-On for Case Foundation Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 1,266.33	\$ 1,045.53
DOIEALL	User Value Unit	IBM Case Manager Add-On for Case Foundation Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 759.20	\$ 627.32

Exhibit C1 - Product Listing

EOBNCLL	User Value Unit	IBM Case Manager Add-On for Case Foundation Authorized User Value Unit Annual SW Subscription & Support Renewal	\$ 253.07	\$ 209.11	
DOIEDLL	User Value Unit	IBM Case Manager Add-On for Case Foundation Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 637.81	\$ 527.02	
DOIEELL	User Value Unit	IBM Case Manager Add-On for Case Foundation Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 382.68	\$ 316.21	
EOBNELL	User Value Unit	IBM Case Manager Add-On for Case Foundation Employee User Value Unit Annual SW Subscription & Support Renewal	\$ 127.56	\$ 105.40	
DOJIXLL	User Value Unit	IBM Case Manager Add-On for FileNet Content Manager Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 1,759.11	\$ 1,453.54	
DOJYLL	User Value Unit	IBM Case Manager Add-On for FileNet Content Manager Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1,059.58	\$ 875.53	
EOC4TLL	User Value Unit	IBM Case Manager Add-On for FileNet Content Manager Authorized User Value Unit Annual SW Subscription & Support Renewal	\$ 351.82	\$ 290.71	
DOJZLL	User Value Unit	IBM Case Manager Add-On for FileNet Content Manager Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 872.36	\$ 720.82	
DOJ0JLL	User Value Unit	IBM Case Manager Add-On for FileNet Content Manager Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 523.62	\$ 432.66	
EOC4ULL	User Value Unit	IBM Case Manager Add-On for FileNet Content Manager Employee User Value Unit Annual SW Subscription & Support Renewal	\$ 174.88	\$ 144.50	
D11KZLL	resource value unit	IBM Case Manager Add-On for IBM FileNet Content Manager Eligible Participant Resource Value Unit License + SW Subscription & Support 12 Months	\$ 8.49	\$ 7.01	
D11L0LL	resource value unit	IBM Case Manager Add-On for IBM FileNet Content Manager Eligible Participant Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 5.09	\$ 4.21	
EOIFGLL	resource value unit	IBM Case Manager Add-On for IBM FileNet Content Manager Eligible Participant Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 1.70	\$ 1.40	
DOIDXLL	User Value Unit	IBM Case Manager Add-On for Production Imaging Edition Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 1,265.33	\$ 1,045.53	
DOIDYLL	User Value Unit	IBM Case Manager Add-On for Production Imaging Edition Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 759.20	\$ 627.32	
EOBN8LL	User Value Unit	IBM Case Manager Add-On for Production Imaging Edition Authorized User Value Unit Annual SW Subscription & Support Renewal	\$ 253.07	\$ 209.11	
DOIE1LL	User Value Unit	IBM Case Manager Add-On for Production Imaging Edition Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 637.81	\$ 527.02	
DOIE2LL	User Value Unit	IBM Case Manager Add-On for Production Imaging Edition Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 382.68	\$ 316.21	
EOBN8LL	User Value Unit	IBM Case Manager Add-On for Production Imaging Edition Employee User Value Unit Annual SW Subscription & Support Renewal	\$ 127.56	\$ 105.40	
D11JILL	User Value Unit	IBM Case Manager Add-On for IBM Production Imaging Edition Eligible Participant Resource Value Unit License + SW Subscription & Support 12 Months	\$ 6.12	\$ 5.06	
D11JULL	User Value Unit	IBM Case Manager Add-On for IBM Production Imaging Edition Eligible Participant Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 3.65	\$ 3.02	
EOIEPLL	User Value Unit	IBM Case Manager Add-On for IBM Production Imaging Edition Eligible Participant Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 1.23	\$ 1.02	
DOJUZLL	User Value Unit	IBM Case Manager Add-On for Content Manager Enterprise Edition Authorized Linux on System z User Value Unit License + SW Subscription & Support 12 Months	\$ 1,759.11	\$ 1,453.54	
DOJV0LL	User Value Unit	IBM Case Manager Add-On for Content Manager Enterprise Edition Authorized Linux on System z User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1,059.58	\$ 875.53	
EOC8FLL	User Value Unit	IBM Case Manager Add-On for Content Manager Enterprise Edition Authorized Linux on System z User Value Unit Annual SW Subscription & Support Renewal	\$ 351.82	\$ 290.71	
DOJV2LL	User Value Unit	IBM Case Manager Add-On for Content Manager Enterprise Edition Employee Linux on System z User Value Unit License + SW Subscription & Support 12 Months	\$ 872.36	\$ 720.82	

Exhibit C1 - Product Listing

DOJ4LL	User Value Unit	IBM Case Manager Add-On for Content Manager Enterprise Edition Employee Linux on System z User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 523.62	\$ 432.66	
EOC8HL	User Value Unit	IBM Case Manager Add-On for Content Manager Enterprise Edition Employee Linux on System z User Value Unit Annual SW Subscription & Support Renewal	\$ 174.88	\$ 144.50	
D11KXLL	resource value unit	IBM Case Manager Add-On IBM Content Manager Enterprise Edition Eligible Participant Linux on System z Resource Value Unit License + SW Subscription & Support 12 Months	\$ 8.49	\$ 7.01	
D11KYLL	resource value unit	IBM Case Manager Add-On IBM Content Manager Enterprise Edition Eligible Participant Linux on System z Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 5.09	\$ 4.21	
EOIFLL	resource value unit	IBM Case Manager Add-On IBM Content Manager Enterprise Edition Eligible Participant Linux on System z Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 1.70	\$ 1.40	
DOIEBL	User Value Unit	IBM Case Manager Add-On for Case Foundation Authorized Linux on System z User Value Unit License + SW Subscription & Support 12 Months	\$ 1,265.33	\$ 1,045.53	
DOIECL	User Value Unit	IBM Case Manager Add-On for Case Foundation Authorized Linux on System z User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 759.20	\$ 627.32	
EOBNLL	User Value Unit	IBM Case Manager Add-On for Case Foundation Authorized Linux on System z User Value Unit Annual SW Subscription & Support Renewal	\$ 253.07	\$ 209.11	
DOIEFL	User Value Unit	IBM Case Manager Add-On for Case Foundation Employee Linux on System z User Value Unit License + SW Subscription & Support 12 Months	\$ 637.81	\$ 527.02	
DOIEGL	User Value Unit	IBM Case Manager Add-On for IBM Case Foundation Employee Linux on System z User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 382.68	\$ 316.21	
EOBNFL	User Value Unit	IBM Case Manager Add-On for IBM Case Foundation Employee Linux on System z User Value Unit Annual SW Subscription & Support Renewal	\$ 127.56	\$ 105.40	
DOJ7LL	User Value Unit	IBM Case Manager Add-On for FileNet Content Manager Authorized Linux on System z User Value Unit License + SW Subscription & Support 12 Months	\$ 1,759.11	\$ 1,453.54	
DOJ8LL	User Value Unit	IBM Case Manager Add-On for FileNet Content Manager Authorized Linux on System z User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1,059.58	\$ 875.53	
EOC8JL	User Value Unit	IBM Case Manager Add-On for FileNet Content Manager Authorized Linux on System z User Value Unit Annual SW Subscription & Support Renewal	\$ 351.82	\$ 290.71	
DOJ9LL	User Value Unit	IBM Case Manager Add-On for FileNet Content Manager Employee User Value Unit for Linux on System z License + SW Subscription & Support 12 Months	\$ 872.36	\$ 720.82	
DOJVAL	User Value Unit	IBM Case Manager Add-On for FileNet Content Manager Employee Linux on System z User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 523.62	\$ 432.66	
EOC8KL	User Value Unit	IBM Case Manager Add-On for FileNet Content Manager Employee Linux on System z User Value Unit Annual SW Subscription & Support Renewal	\$ 174.88	\$ 144.50	
D11L1L	resource value unit	IBM Case Manager Add-On for IBM FileNet Content Manager Eligible Participant Linux on System z Resource Value Unit License + SW Subscription & Support 12 Months	\$ 8.49	\$ 7.01	
D11L2L	resource value unit	IBM Case Manager Add-On for IBM FileNet Content Manager Eligible Participant Linux on System z Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 5.09	\$ 4.21	
EOIFHL	resource value unit	IBM Case Manager Add-On for IBM FileNet Content Manager Eligible Participant Linux on System z Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 1.70	\$ 1.40	
DOIDZL	User Value Unit	IBM Case Manager Add-On for Production Imaging Edition Authorized Linux on System z User Value Unit License + SW Subscription & Support 12 Months	\$ 1,265.33	\$ 1,045.53	
DOIE0L	User Value Unit	IBM Case Manager Add-On for Production Imaging Edition Authorized User Linux on System z Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 759.20	\$ 627.32	
EOBN7L	User Value Unit	IBM Case Manager Add-On for Production Imaging Edition Authorized Linux on System z User Value Unit Annual SW Subscription & Support Renewal	\$ 253.07	\$ 209.11	
DOIE3L	User Value Unit	IBM Case Manager Add-On for Production Imaging Edition Employee Linux on System z User Value Unit License + SW Subscription & Support 12 Months	\$ 637.81	\$ 527.02	
DOIE4L	User Value Unit	IBM Case Manager Add-On for Production Imaging Edition Employee Linux on System z User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 382.68	\$ 316.21	
EOBN9L	User Value Unit	IBM Case Manager Add-On for Production Imaging Edition Employee Linux on System z User Value Unit Annual SW Subscription & Support Renewal	\$ 127.56	\$ 105.40	

Exhibit C1 - Product Listing

D11JKLL	resource value unit	IBM Case Manager Add-On for IBM Production Imaging Edition, Eligible Participant Linux on System z Resource Value Unit License + SW Subscription & Support 12 Months	\$ 6.12	\$ 5.06
D11JULL	resource value unit	IBM Case Manager Add-On for IBM Production Imaging Edition, Eligible Participant Linux on System z Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 3.65	\$ 3.02
E0IEQLL	resource value unit	IBM Case Manager Add-On for IBM Production Imaging Edition, Eligible Participant Linux on System z Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 1.23	\$ 1.02
D0NJMLL	User Value Unit	IBM Case Manager Authorized Linux on System z User Value Unit from EMC Documentum Trade Up License + SW Subscription & Support 12 Months	\$ 1,707.68	\$ 1,411.04
D0NUNLL	User Value Unit	IBM Case Manager Employee Linux on System z User Value Unit from EMC Documentum Trade Up License + SW Subscription & Support 12 Months	\$ 846.64	\$ 699.57
D11GULL	resource value unit	IBM Case Manager Eligible Participant Linux on System z Resource Value Unit from EMC Documentum Trade Up License + SW Subscription & Support 12 Months	\$ 8.49	\$ 7.01
D0NMJLL	User Value Unit	IBM Case Manager Authorized User Value Unit from EMC Documentum Trade Up License + SW Subscription & Support 12 Months	\$ 1,707.68	\$ 1,411.04
D0NMKLL	User Value Unit	IBM Case Manager Employee User Value Unit from EMC Documentum Trade Up License + SW Subscription & Support 12 Months	\$ 846.64	\$ 699.57
D11TJLL	resource value unit	IBM Case Manager Eligible Participant Resource Value Unit from EMC Documentum Trade Up License + SW Subscription & Support 12 Months	\$ 8.49	\$ 7.01
D11GXLL	resource value unit	IBM Case Manager Add-On for IBM Case Foundation Eligible Participant Resource Value Unit License + SW Subscription & Support 12 Months	\$ 6.12	\$ 5.06
D11GYLL	resource value unit	IBM Case Manager Add-On for IBM Case Foundation Eligible Participant Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 3.65	\$ 3.02
E0IDILL	resource value unit	IBM Case Manager Add-On for IBM Case Foundation Eligible Participant Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 1.23	\$ 1.02
D11H3LL	resource value unit	IBM Case Manager Add-On for IBM Case Foundation Eligible Participant Linux on System z Resource Value Unit License + SW Subscription & Support 12 Months	\$ 6.12	\$ 5.06
D11H4LL	resource value unit	IBM Case Manager Add-On for IBM Case Foundation Eligible Participant Linux on System z Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 3.65	\$ 3.02
E0IDLLL	resource value unit	IBM Case Manager Add-On for IBM Case Foundation Eligible Participant Linux on System z Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 1.23	\$ 1.02
D11G7LL	user value unit	IBM Case Manager Add-On for IBM Content Foundation Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 1,707.68	\$ 1,411.04
D11G8LL	user value unit	IBM Case Manager Add-On for IBM Content Foundation Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1,024.61	\$ 846.63
E0ID6LL	user value unit	IBM Case Manager Add-On for IBM Content Foundation Authorized User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 341.54	\$ 282.21
D11GFLL	user value unit	IBM Case Manager Add-On for IBM Content Foundation Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 846.64	\$ 699.57
D11G6LL	user value unit	IBM Case Manager Add-On for IBM Content Foundation Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 508.19	\$ 419.91
E0IDALL	user value unit	IBM Case Manager Add-On for IBM Content Foundation Employee User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 169.74	\$ 140.25
D11GJLL	resource value unit	IBM Case Manager Add-On for IBM Content Foundation Eligible Participant Resource Value Unit License + SW Subscription & Support 12 Months	\$ 8.49	\$ 7.01
D11GKLL	resource value unit	IBM Case Manager Add-On for IBM Content Foundation Eligible Participant Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 5.09	\$ 4.21
E0IDCLL	resource value unit	IBM Case Manager Add-On for IBM Content Foundation Eligible Participant Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 1.70	\$ 1.40
D11GDLL	user value unit	IBM Case Manager Add-On for IBM Content Foundation Authorized Linux on System z User Value Unit License + SW Subscription & Support 12 Months	\$ 1,707.68	\$ 1,411.04
D11GELL	user value unit	IBM Case Manager Add-On for IBM Content Foundation Authorized Linux on System z User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1,024.61	\$ 846.63

Exhibit C1 - Product Listing

E0ID9LL	user value unit	IBM Case Manager Add-On for IBM Content Foundation Authorized Linux on System z User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 341.54	\$ 282.21
D11GHLL	user value unit	IBM Case Manager Add-On for IBM Content Foundation Employee Linux on System z User Value Unit License + SW Subscription & Support 12 Months	\$ 846.64	\$ 699.57
D11GILL	user value unit	IBM Case Manager Add-On for IBM Content Foundation Employee Linux on System z User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 508.19	\$ 419.91
E0IDBLL	user value unit	IBM Case Manager Add-On for IBM Content Foundation Employee Linux on System z User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 169.74	\$ 140.25
D11GILLL	resource value unit	IBM Case Manager Add-On for IBM Content Foundation Eligible Participant Linux on System z Resource Value Unit License + SW Subscription & Support 12 Months	\$ 8.49	\$ 7.01
D11GIMLL	resource value unit	IBM Case Manager Add-On for IBM Content Foundation Eligible Participant Linux on System z Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 5.09	\$ 4.21
E0IDDLL	resource value unit	IBM Case Manager Add-On for IBM Content Foundation Eligible Participant Linux on System z Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 1.70	\$ 1.40
		<a href="http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/1/897/ENUS214-">http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/1/897/ENUS214-</a>		
D19Y5LL	user value unit	IBM Case Manager Workgroup Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 1,059.58	\$ 875.53
D19Y6LL	user value unit	IBM Case Manager Workgroup Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 635.75	\$ 525.32
E0K8GLL	user value unit	IBM Case Manager Workgroup Authorized User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 211.92	\$ 175.11
D19Y8LL	user value unit	IBM Case Manager Workgroup Authorized User Value Unit for Linux on System z License + SW Subscription & Support 12 Months	\$ 1,059.58	\$ 875.53
D19Y9LL	user value unit	IBM Case Manager Workgroup Authorized User Value Unit for Linux on System z SW Subscription & Support Reinstatement 12 Months	\$ 635.75	\$ 525.32
E0K8HLL	user value unit	IBM Case Manager Workgroup Authorized User Value Unit for Linux on System z Annual SW Subscription & Support Renewal 12 Months	\$ 211.92	\$ 175.11
D1A07LL	user value unit	IBM Case Manager Workgroup Add-On for Case Foundation Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 632.66	\$ 522.77
D1A08LL	user value unit	IBM Case Manager Workgroup Add-On for Case Foundation Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 379.60	\$ 313.66
E0K98LL	user value unit	IBM Case Manager Workgroup Add-On for Case Foundation Authorized User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 126.53	\$ 104.55
D1A09LL	user value unit	IBM Case Manager Workgroup Add-On for Case Foundation Authorized User Value Unit for Linux on System z License + SW Subscription & Support 12 Months	\$ 632.66	\$ 522.77
D1A0ALL	user value unit	IBM Case Manager Workgroup Add-On for Case Foundation Authorized User Value Unit for Linux on System z SW Subscription & Support Reinstatement 12 Months	\$ 379.60	\$ 313.66
E0K99LL	user value unit	IBM Case Manager Workgroup Add-On for Case Foundation Authorized User Value Unit for Linux on System z Annual SW Subscription & Support Renewal 12 Months	\$ 126.53	\$ 104.55
D1A3HLL	user value unit	IBM Case Manager Workgroup Add-On for Production Imaging Edition Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 632.66	\$ 522.77
D1A3ILL	user value unit	IBM Case Manager Workgroup Add-On for Production Imaging Edition Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 379.60	\$ 313.66
E0KAFLL	user value unit	IBM Case Manager Workgroup Add-On for Production Imaging Edition Authorized User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 126.53	\$ 104.55
D1A3JLL	user value unit	IBM Case Manager Workgroup Add-On for Production Imaging Edition Authorized User Value Unit for Linux on System z License + SW Subscription & Support 12 Months	\$ 632.66	\$ 522.77
D1A3KLL	user value unit	IBM Case Manager Workgroup Add-On for Production Imaging Edition Authorized User Value Unit for Linux on System z SW Subscription & Support Reinstatement 12 Months	\$ 379.60	\$ 313.66
E0KAGLL	user value unit	IBM Case Manager Workgroup Add-On for Production Imaging Edition Authorized User Value Unit for Linux on System z Annual SW Subscription & Support Renewal 12 Months	\$ 126.53	\$ 104.55
			\$	\$



Exhibit C1 - Product Listing

D1A42LL	user value unit	IBM Case Manager Workgroup Add-On for Content Manager Enterprise Edition Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 879.56	\$ 726.77	
D1A43LL	user value unit	IBM Case Manager Workgroup Add-On for Content Manager Enterprise Edition Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 527.73	\$ 436.06	
E0KANLL	user value unit	IBM Case Manager Workgroup Add-On for Content Manager Enterprise Edition Authorized User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 175.91	\$ 145.35	
D1A44LL	user value unit	IBM Case Manager Workgroup Add-On for Content Manager Enterprise Edition Authorized User Value Unit for Linux on System z License + SW Subscription & Support 12 Months	\$ 879.56	\$ 726.77	
D1A45LL	user value unit	IBM Case Manager Workgroup Add-On for Content Manager Enterprise Edition Authorized User Value Unit for Linux on System z SW Subscription & Support Reinstatement 12 Months	\$ 527.73	\$ 436.06	
E0KAPLL	user value unit	IBM Case Manager Workgroup Add-On for Content Manager Enterprise Edition Authorized User Value Unit for Linux on System z Annual SW Subscription & Support Renewal 12 Months	\$ 175.91	\$ 145.35	
D1A4HLL	user value unit	IBM Case Manager Workgroup Add-On for FileNet Content Manager Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 879.56	\$ 726.77	
D1A4ILL	user value unit	IBM Case Manager Workgroup Add-On for FileNet Content Manager Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 527.73	\$ 436.06	
E0KAULL	user value unit	IBM Case Manager Workgroup Add-On for FileNet Content Manager Authorized User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 175.91	\$ 145.35	
D1A4JLL	user value unit	IBM Case Manager Workgroup Add-On for FileNet Content Manager Authorized User Value Unit for Linux on System z License + SW Subscription & Support 12 Months	\$ 879.56	\$ 726.77	
D1A4KLL	user value unit	IBM Case Manager Workgroup Add-On for FileNet Content Manager Authorized User Value Unit for Linux on System z SW Subscription & Support Reinstatement 12 Months	\$ 527.73	\$ 436.06	
E0KAVLL	user value unit	IBM Case Manager Workgroup Add-On for FileNet Content Manager Authorized User Value Unit for Linux on System z Annual SW Subscription & Support Renewal 12 Months	\$ 175.91	\$ 145.35	
D1A52LL	user value unit	IBM Case Manager Workgroup Add-On for Content Foundation Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 853.84	\$ 705.52	
D1A53LL	user value unit	IBM Case Manager Workgroup Add-On for Content Foundation Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 512.30	\$ 423.31	
E0KB7LL	user value unit	IBM Case Manager Workgroup Add-On for Content Foundation Authorized User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 170.77	\$ 141.10	
D1A54LL	user value unit	IBM Case Manager Workgroup Add-On for Content Foundation Authorized User Value Unit for Linux on System z License + SW Subscription & Support 12 Months	\$ 853.84	\$ 705.52	
D1A55LL	user value unit	IBM Case Manager Workgroup Add-On for Content Foundation Authorized User Value Unit for Linux on System z SW Subscription & Support Reinstatement 12 Months	\$ 512.30	\$ 423.31	
E0KB8LL	user value unit	IBM Case Manager Workgroup Add-On for Content Foundation Authorized User Value Unit for Linux on System z Annual SW Subscription & Support Renewal 12 Months	\$ 170.77	\$ 141.10	
D1A6YLL	user value unit	IBM Case Manager Authorized User Value Unit from IBM Case Manager Workgroup Authorized User Value Unit Trade Up License + SW Subscription & Support 12 Months	\$ 1,357.91	\$ 1,122.03	
D1A6ZLL	user value unit	IBM Case Manager Authorized User Value Unit for Linux on System z from IBM Case Manager Workgroup Authorized User Value Unit Linux on System z Trade Up License + SW Subscription & Support 12 Months	\$ 1,357.91	\$ 1,122.03	
D1A7NLL	user value unit	IBM Case Manager Add-On for Production Imaging Edition Authorized User Value Unit from IBM Case Manager Workgroup Add-On for Production Imaging Edition Employee Authorized User Value Unit Trade Up License + SW Subscription & Support 12 Months	\$ 809.60	\$ 668.97	
D1A7PLL	user value unit	IBM Case Manager Add-On for Production Imaging Edition Authorized User Value Unit for Linux on System z from IBM Case Manager Workgroup AO for Production Imaging Edition Employee UVU for Lnx on Sys z Trade Up License + SW Subscription & Support 12 Months	\$ 809.60	\$ 668.97	
D1A78LL	user value unit	IBM Case Manager Add-On for IBM Case Foundation Authorized User Value Unit from IBM Case Manager Workgroup Add-On for Case Foundation Authorized User Value Unit Trade Up License + SW Subscription & Support 12 Months	\$ 809.60	\$ 668.97	
D1A79LL	user value unit	IBM Case Manager Workgroup Add-On for Case Foundation Authorized User Value Unit for Linux on System z Trade Up License + SW Subscription & Support 12 Months	\$ 809.60	\$ 668.97	
D1A7ULL	user value unit	IBM Case Manager Add-On for Content Manager Enterprise Edition Authorized User Value Unit from IBM Case Manager Workgroup Add-On for Content Manager Enterprise Edition Authorized User Value Unit Trade Up License + SW Subscription & Support 12 Months	\$ 1,121.31	\$ 926.53	

Exhibit C1 - Product Listing

D1A80LL	user value unit	IBM Case Manager Add-On for FileNet Content Manager Authorized User Value Unit from IBM Case Manager Workgroup Add-On for Content Foundation Authorized User Value Unit Trade Up License + SW Subscription & Support 12 Months	\$ 1,121.31	\$ 926.53		
D1A7VLL	user value unit	IBM Case Manager Add-On for Content Manager Enterprise Edition Authorized UVU for Lnx on Sys z from Case Manager Workgroup AO for Content Manager Enterprise Edition Authorized UVU for Lnx on Sys z Trade Up License + SW Subscription & Support 12 Months	\$ 1,121.31	\$ 926.53		
D1A81LL	user value unit	IBM Case Manager AO for FileNet Content Manager Authorized User Value Unit for Lnx on Sys z from Case Manager Workgroup AO for FileNet Content Manager Authorized UVU for Lnx on Sys z Trade Up License + SW Subscription & Support 12 Months	\$ 1,121.31	\$ 926.53		
D1A86LL	user value unit	IBM Case Manager Add-On for Content Foundation Authorized User Value Unit from IBM Case Manager Workgroup Add-On for Content Foundation Authorized User Value Unit Trade Up License + SW Subscription & Support 12 Months	\$ 1,090.44	\$ 901.03		
D1A87LL	user value unit	IBM Case Manager Add-On for Content Foundation Authorized User Value Unit for Linux on System z from IBM Case Manager Workgroup Add-On for Content Foundation User Value Unit for Linux on System z Trade Up License + SW Subscription & Support 12 Months	\$ 1,090.44	\$ 901.03		
D19Y7LL	user value unit	IBM Case Manager Workgroup Authorized User Value Unit from Workgroup BMC Documentation Authorized User Value Unit Trade Up License + SW Subscription & Support 12 Months	\$ 853.84	\$ 705.52		
D1A9PLL	user value unit	IBM Case Manager Workgroup Authorized User Value Unit for Linux on System z from Workgroup EMC Documentum Authorized User Value Unit for Linux on System z Trade Up License + SW Subscription & Support 12 Months	\$ 853.84	\$ 705.52		
	<a href="http://www-01.ibm.com/common/ssi/showDoc.wss?docURL=(common/ssi/rep_ca71897/ENUS214-267/index.htm&amp;lang=en&amp;reqst_locale=en">http://www-01.ibm.com/common/ssi/showDoc.wss?docURL=(common/ssi/rep_ca71897/ENUS214-267/index.htm&amp;lang=en&amp;reqst_locale=en</a>					<a href="http://www-03.ibm.com/software/sia/siadb.nsf/lookup/691B5AEDAEB63B185257CF3004225567?opendocument&amp;amp;il_select=6D418160BB3568E">http://www-03.ibm.com/software/sia/siadb.nsf/lookup/691B5AEDAEB63B185257CF3004225567?opendocument&amp;amp;il_select=6D418160BB3568E</a>
D16FLLL	user value unit	IBM Case Manager for Investigations Add-On for Case Foundation Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 1,543.08	\$ 1,275.04		
D16GLLL	user value unit	IBM Case Manager for Investigations Add-On for Case Foundation Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 925.85	\$ 765.02		
E0K13LL	user value unit	IBM Case Manager for Investigations Add-On for Case Foundation Authorized User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 308.62	\$ 255.01		
D16LHLL	user value unit	IBM Case Manager for Investigations Add-On for Case Foundation Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 771.54	\$ 637.52		
D16LILL	user value unit	IBM Case Manager for Investigations Add-On for Case Foundation Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 462.92	\$ 382.51		
E0K14LL	user value unit	IBM Case Manager for Investigations Add-On for Case Foundation Employee User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 154.31	\$ 127.50		
D16LNLL	user value unit	IBM Case Manager for Investigations Add-On for Case Manager Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 1,028.72	\$ 850.03		
D16LPLL	user value unit	IBM Case Manager for Investigations Add-On for Case Manager Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 617.23	\$ 510.02		
E0K17LL	user value unit	IBM Case Manager for Investigations Add-On for Case Manager Authorized User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 205.74	\$ 170.01		
D16LQLL	user value unit	IBM Case Manager for Investigations Add-On for Case Manager Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 514.36	\$ 425.01		
D16LRLL	user value unit	IBM Case Manager for Investigations Add-On for Case Manager Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 308.62	\$ 255.01		
E0K18LL	user value unit	IBM Case Manager for Investigations Add-On for Case Manager Employee User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 102.87	\$ 85.00		
D16L7LL	user value unit	IBM Case Manager for Investigations Add-On for Content Foundation Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 2,684.96	\$ 2,218.57		
D16L8LL	user value unit	IBM Case Manager for Investigations Add-On for Content Foundation Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1,615.09	\$ 1,334.54		
E0K0ZLL	user value unit	IBM Case Manager for Investigations Add-On for Content Foundation Authorized User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 536.99	\$ 443.71		
D16L9LL	user value unit	IBM Case Manager for Investigations Add-On for Content Foundation Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 1,347.62	\$ 1,113.53		

Exhibit C1 - Product Listing

D16LALL	user value unit	IBM Case Manager for Investigations Add-On for Content Foundation Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 806.57	\$ 668.12
E0K10LL	user value unit	IBM Case Manager for Investigations Add-On for Content Foundation Employee User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 269.52	\$ 222.71
D16KNLL	user value unit	IBM Case Manager for Investigations Add-On for Content Manager Enterprise Edition Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 2,191.17	\$ 1,810.56
D16KPLL	user value unit	IBM Case Manager for Investigations Add-On for Content Manager Enterprise Edition Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1,316.76	\$ 1,088.03
E0K0RLL	user value unit	IBM Case Manager for Investigations Add-On for Content Manager Enterprise Edition Authorized User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 438.23	\$ 362.11
D16KQLL	user value unit	IBM Case Manager for Investigations Add-On for Content Manager Enterprise Edition Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 1,100.73	\$ 909.53
D16KRLL	user value unit	IBM Case Manager for Investigations Add-On for Content Manager Enterprise Edition Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 658.38	\$ 544.02
E0K0SLL	user value unit	IBM Case Manager for Investigations Add-On for Content Manager Enterprise Edition Employee User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 219.12	\$ 181.06
D16KWLL	user value unit	IBM Case Manager for Investigations Add-On for FileNet Content Manager Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 2,191.17	\$ 1,810.56
D16KXLL	user value unit	IBM Case Manager for Investigations Add-On for FileNet Content Manager Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1,316.76	\$ 1,088.03
E0K0VLL	user value unit	IBM Case Manager for Investigations Add-On for FileNet Content Manager Authorized User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 438.23	\$ 362.11
D16L1LL	user value unit	IBM Case Manager for Investigations Add-On for FileNet Content Manager Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 1,100.73	\$ 909.53
D16L2LL	user value unit	IBM Case Manager for Investigations Add-On for FileNet Content Manager Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 658.38	\$ 544.02
E0K0WLL	user value unit	IBM Case Manager for Investigations Add-On for FileNet Content Manager Employee User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 219.12	\$ 181.06
D16LULL	user value unit	IBM Case Manager for Investigations Add-On for Production Imaging Edition Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 1,337.34	\$ 1,105.03
D16LVLL	user value unit	IBM Case Manager for Investigations Add-On for Production Imaging Edition Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 802.40	\$ 663.02
E0K1ALL	user value unit	IBM Case Manager for Investigations Add-On for Production Imaging Edition Authorized User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 267.47	\$ 221.01
D16LULL	user value unit	IBM Case Manager for Investigations Add-On for Production Imaging Edition Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 666.67	\$ 552.52
D16LMLL	user value unit	IBM Case Manager for Investigations Add-On for Production Imaging Edition Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 401.20	\$ 331.51
E0K16LL	user value unit	IBM Case Manager for Investigations Add-On for Production Imaging Edition Employee User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 133.73	\$ 110.50
D16KFLL	user value unit	IBM Case Manager for Investigations Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 3,086.16	\$ 2,550.08
D16KGLL	user value unit	IBM Case Manager for Investigations Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1,851.70	\$ 1,530.05
E0K0MLL	user value unit	IBM Case Manager for Investigations Authorized User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 617.23	\$ 510.02
D16KHLL	user value unit	IBM Case Manager for Investigations Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 1,543.08	\$ 1,275.04
D16KILL	user value unit	IBM Case Manager for Investigations Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 925.85	\$ 765.02
E0K0NLL	user value unit	IBM Case Manager for Investigations Employee User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 308.62	\$ 255.01

Exhibit C1 - Product Listing

Product Announcement	<a href="http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/2/6877ENU212-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/2/6877ENU212-01.ibm.com/software/sla/sladb.nsf/lookup/A08E9FC9BFC24DB86257A52004D9E52?OpenDocument">http://www-01.ibm.com/software/sla/sladb.nsf/lookup/A08E9FC9BFC24DB86257A52004D9E52?OpenDocument</a>						
Processor Value Unit (PVU)	IBM Content Analytics with Enterprise Search Processor Value Unit (PVU) License + SW Subscription & Support 12 Months		\$ 1,615.09	\$ 1,334.54			
Processor Value Unit (PVU)	IBM Content Analytics with Enterprise Search Processor Value Unit (PVU) SW Subscription & Support 12 Months		\$ 969.05	\$ 800.72			
Processor Value Unit (PVU)	IBM Content Analytics with Enterprise Search Processor Value Unit (PVU) Annual SW Subscription & Support Renewal		\$ 323.02	\$ 266.91			
Processor Value Unit (PVU)	IBM Content Analytics with Enterprise Search Non-Prod Processor Value Unit (PVU) License + SW Subscription & Support 12 Months		\$ 810.63	\$ 669.82			
Processor Value Unit (PVU)	IBM Content Analytics with Enterprise Search Non-Prod Processor Value Unit (PVU) SW Subscription & Support 12 Months		\$ 486.58	\$ 402.06			
Processor Value Unit (PVU)	IBM Content Analytics with Enterprise Search Non-Prod Processor Value Unit (PVU) Annual SW Subscription & Support Renewal		\$ 162.54	\$ 134.30			
Processor Value Unit (PVU)	IBM Content Analytics with Enterprise Search for Linux on System z Processor Value Unit (PVU) License + SW Subscription & Support 12 Months		\$ 1,615.09	\$ 1,334.54			
Processor Value Unit (PVU)	IBM Content Analytics with Enterprise Search for Linux on System z Processor Value Unit (PVU) SW Subscription & Support 12 Months		\$ 969.05	\$ 800.72			
Processor Value Unit (PVU)	IBM Content Analytics with Enterprise Search for Linux on System z Processor Value Unit (PVU) Annual SW Subscription & Support Renewal		\$ 323.02	\$ 266.91			
Processor Value Unit (PVU)	IBM Content Analytics with Enterprise Search Non-Prod for Linux on System z Processor Value Unit (PVU) License + SW Subscription & Support 12 Months		\$ 810.63	\$ 669.82			
Processor Value Unit (PVU)	IBM Content Analytics with Enterprise Search Non-Prod for Linux on System z Processor Value Unit (PVU) SW Subscription & Support 12 Months		\$ 486.58	\$ 402.06			
Processor Value Unit (PVU)	IBM Content Analytics with Enterprise Search Non-Prod for Linux on System z Processor Value Unit (PVU) Annual SW Subscription & Support Renewal		\$ 162.54	\$ 134.30			
IBM Content Analytics for small or initial deployments of 280 PVUs or Less							
Processor Value Unit (PVU)	IBM Content Analytics with Enterprise Search Starter Pack Processor Value Unit (PVU) License + SW Subscription & Support 12 Months		\$ 810.63	\$ 669.82			
Processor Value Unit (PVU)	IBM Content Analytics with Enterprise Search Starter Pack Processor Value Unit (PVU) SW Subscription & Support 12 Months		\$ 486.58	\$ 402.06			
Processor Value Unit (PVU)	IBM Content Analytics with Enterprise Search Starter Pack Processor Value Unit (PVU) Annual SW Subscription & Support Renewal		\$ 162.54	\$ 134.30			
Processor Value Unit (PVU)	IBM Content Analytics with Enterprise Search Starter Pack for Linux on System z Processor Value Unit (PVU) License + SW Subscription & Support 12 Months		\$ 810.63	\$ 669.82			
Processor Value Unit (PVU)	IBM Content Analytics with Enterprise Search Starter Pack for Linux on System z Processor Value Unit (PVU) SW Subscription & Support 12 Months		\$ 486.58	\$ 402.06			
Processor Value Unit (PVU)	IBM Content Analytics with Enterprise Search Starter Pack for Linux on System z Processor Value Unit (PVU) Annual SW Subscription & Support Renewal		\$ 162.54	\$ 134.30			
Processor Value Unit (PVU)	IBM Content Analytics with Enterprise Search Linux on System z Processor Value Unit (PVU) from Content Analytics with ES Starter Pack Trade Up License + SW Subscription & Support 12 Months		\$ 1,028.72	\$ 850.03			
Processor Value Unit (PVU)	IBM Content Analytics with Enterprise Search Processor Value Unit (PVU) from Content Analytics with ES Starter Pack Trade Up License + SW Subscription & Support 12 Months		\$ 1,028.72	\$ 850.03			
Product Announcement	<a href="http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/6/6877ENU212-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/6/6877ENU212-01.ibm.com/software/sla/sladb.nsf/lookup/A08E9FC9BFC24DB86257A52004D9E52?OpenDocument">http://www-01.ibm.com/software/sla/sladb.nsf/lookup/A08E9FC9BFC24DB86257A52004D9E52?OpenDocument</a>						
User Value Unit	IBM Content Collector for Email Authorized User Value Unit Annual SW Subscription & Support Renewal		\$ 24.28	\$ 20.06			

Exhibit C1 - Product Listing

E06KSL	User Value Unit	IBM Content Collector for Email Employee User Value Unit Annual SW Subscription & Support Renewal	\$ 12.29	\$ 10.16	
E06KTL	User Value Unit	IBM Content Collector for Email External User Value Unit Annual SW Subscription & Support	\$ 0.11	\$ 0.09	
D12USL	resource value unit	IBM Content Collector for Email Resource Value Unit License + SW Subscription & Support 12	\$ 118.30	\$ 97.75	
D12UTL	resource value unit	IBM Content Collector for Email Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 70.98	\$ 58.65	
E07VLL	resource value unit	IBM Content Collector for Email Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 23.66	\$ 19.55	
E05NZL	User Value Unit	IBM Content Collector for File Systems Authorized User Value Unit Annual SW Subscription & Support Renewal	\$ 16.00	\$ 13.22	
E06KULL	User Value Unit	IBM Content Collector for File Systems Employee User Value Unit Annual SW Subscription & Support Renewal	\$ 7.97	\$ 6.59	
E06KVLL	User Value Unit	IBM Content Collector for File Systems External User Value Unit Annual SW Subscription & Support Renewal	\$ 0.05	\$ 0.04	
D12UWLL	processor value unit	IBM Content Collector for File Systems Processor Value Unit License + SW Subscription & Support 12 Months	\$ 741.71	\$ 612.87	
D12UXLL	processor value unit	IBM Content Collector for File Systems Processor Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 445.44	\$ 368.06	
E07YLL	processor value unit	IBM Content Collector for File Systems Processor Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 148.14	\$ 122.40	
D12UYLL	processor value unit	IBM Content Collector for File Systems for Non-Production Environment Processor Value Unit License + SW Subscription & Support 12 Months	\$ 371.37	\$ 306.86	
D12UZLL	processor value unit	IBM Content Collector for File Systems for Non-Production Environment Processor Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 223.23	\$ 184.46	
E07YLL	processor value unit	IBM Content Collector for File Systems for Non-Production Environment Processor Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 74.33	\$ 61.41	
		<a href="http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/2/649/ENUSA10-Subscriptions+Support+12+Months">http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/2/649/ENUSA10-Subscriptions+Support+12+Months</a>			
D0E05LL	User Value Unit	IBM Content Collector for SAP Applications Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 556.54	\$ 459.86	<a href="http://www-03.ibm.com/software/sia/siaafb.nsf/lookup/E50C7A0CEC23643D862377EB0036840B70?opendocument&amp;amp;il_selected=EF2039F85FAAEDDE892577EB003683FB">http://www-03.ibm.com/software/sia/siaafb.nsf/lookup/E50C7A0CEC23643D862377EB0036840B70?opendocument&amp;amp;il_selected=EF2039F85FAAEDDE892577EB003683FB</a>
D0E06LL	User Value Unit	IBM Content Collector for SAP Applications Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 334.33	\$ 276.26	
E097JLL	User Value Unit	IBM Content Collector for SAP Applications Authorized User Value Unit Annual SW Subscription & Support Renewal	\$ 111.10	\$ 91.80	
D0E07LL	User Value Unit	IBM Content Collector for SAP Applications Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 278.78	\$ 230.36	
D0E08LL	User Value Unit	IBM Content Collector for SAP Applications Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 167.68	\$ 138.55	
E097KLL	User Value Unit	IBM Content Collector for SAP Applications Employee User Value Unit Annual SW Subscription & Support Renewal	\$ 55.81	\$ 46.11	
D0E09LL	User Value Unit	IBM Content Collector for SAP Applications External User Value Unit License + SW Subscription & Support 12 Months	\$ 2.88	\$ 2.38	
D0E0ALL	User Value Unit	IBM Content Collector for SAP Applications External User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1.75	\$ 1.45	
E097LLL	User Value Unit	IBM Content Collector for SAP Applications External User Value Unit Annual SW Subscription & Support Renewal	\$ 0.57	\$ 0.47	
E0D73LL	User Value Unit	IBM Content Collector for IBM Connections Authorized User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 22.22	\$ 18.36	

**Exhibit C1 - Product Listing**

EODT4LL	User Value Unit	IBM Content Collector for IBM Connections Employee User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 11.11	\$ 9.18				
EODT5LL	User Value Unit	IBM Content Collector for IBM Connections External User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 0.10	\$ 0.09				
D12V0LL	processor value unit	IBM Content Collector for IBM Connections Processor Value Unit License + SW Subscription & Support 12 Months	\$ 423.83	\$ 350.21				
D12V1LL	processor value unit	IBM Content Collector for IBM Connections Processor Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 254.09	\$ 209.96				
E0J1ZLL	processor value unit	IBM Content Collector for IBM Connections Processor Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 84.87	\$ 70.13				
D12V2LL	processor value unit	IBM Content Collector for IBM Connections for Non-Production Environment Processor Value Unit License + SW Subscription & Support 12 Months	\$ 211.92	\$ 175.11				
D12V3LL	processor value unit	IBM Content Collector for IBM Connections for Non-Production Environment Processor Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 127.56	\$ 105.40				
E0J20LL	processor value unit	IBM Content Collector for IBM Connections for Non-Production Environment Processor Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 42.43	\$ 35.06				
		<a href="http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca16/897/ENUS211-01.ibm.com/software/sla/siabdb.nsf/display/si/64E980E681769FB7852573D2004A3BED7?OpenDocument">http://www-01.ibm.com/software/sla/siabdb.nsf/display/si/64E980E681769FB7852573D2004A3BED7?OpenDocument</a>						
D0J5CLL	User Value Unit	IBM Content Integrator Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 584.31	\$ 482.81				
D0J5DLL	User Value Unit	IBM Content Integrator Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 350.79	\$ 289.86				
E0C84LL	User Value Unit	IBM Content Integrator Authorized User Value Unit Annual SW Subscription & Support Renewal	\$ 117.27	\$ 96.90				
D0J5ELL	User Value Unit	IBM Content Integrator Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 292.16	\$ 241.41				
D0J5FLL	User Value Unit	IBM Content Integrator Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 174.88	\$ 144.50				
E0C86LL	User Value Unit	IBM Content Integrator Employee User Value Unit Annual SW Subscription & Support Renewal	\$ 56.38	\$ 48.24				
D0J5GLL	User Value Unit	IBM Content Integrator External User Value Unit License + SW Subscription & Support 12 Months	\$ 2.98	\$ 2.47				
D0J5HLL	User Value Unit	IBM Content Integrator External User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1.80	\$ 1.49				
E0C88LL	User Value Unit	IBM Content Integrator External User Value Unit Annual SW Subscription & Support Renewal	\$ 0.62	\$ 0.51				
D0J7MILL	Connection	IBM Content Integrator Connection Linux on System z per Connection License + SW Subscription & Support 12 Months	\$ 25,615.14	\$ 21,165.65				
D0J7NLL	Connection	IBM Content Integrator Connection Linux on System z per Connection SW Subscription & Support Reinstatement 12 Months	\$ 15,327.94	\$ 12,665.39				
E0C9PLL	Connection	IBM Content Integrator Connection Linux on System z per Connection Annual SW Subscription & Support Renewal	\$ 5,123.03	\$ 4,233.13				
D0J5ILL	Connection	IBM Content Integrator Connection Per Connection License + SW Subscription & Support 12 Months	\$ 25,615.14	\$ 21,165.65				
D0J5JLL	Connection	IBM Content Integrator Connection per Connection SW Subscription & Support Reinstatement 12 Months	\$ 15,327.94	\$ 12,665.39				
E0C87LL	Connection	IBM Content Integrator Connection per Connection Annual SW Subscription & Support Renewal	\$ 5,123.03	\$ 4,233.13				
		<a href="http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca2/899/ENUS1P11-01.ibm.com/software/sla/siabdb.nsf/display/si/2ABE6399BE1E741700257330004AE21B7?OpenDocument&amp;amp;pl_select=CA568B700817E59A3E8529789A003E2DE8">http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca2/899/ENUS1P11-01.ibm.com/software/sla/siabdb.nsf/display/si/2ABE6399BE1E741700257330004AE21B7?OpenDocument&amp;amp;pl_select=CA568B700817E59A3E8529789A003E2DE8</a>						
D54TSLL	Connector	IBM Content Manager Connector for Relational Databases Connector License + SW Subscription & Support 12 Months	\$ 20,574.41	\$ 17,000.52				
D54TLL	Connector	IBM Content Manager Connector for Relational Databases Connector SW Subscription & Support Reinstatement 12 Months	\$ 12,344.65	\$ 10,200.31				
E01PILL	Connector	IBM Content Manager Connector for Relational Databases Connector Annual SW Subscription & Support Renewal	\$ 4,114.88	\$ 3,400.10				
D07A7LL	User Value Unit	IBM Content Manager Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 921.73	\$ 761.62				

Exhibit C1 - Product Listing

D07A8LL	User Value Unit	IBM Content Manager Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 553.45	\$ 457.31	<a href="http://www.ibm.com/software/sia/siadb.nsf/lookup/A8Z225ZJD4508B95C852977460060F4A6?opendocument&amp;amp;.il_select=A17F343657D56A77852577460060F487">http://www.ibm.com/software/sia/siadb.nsf/lookup/A8Z225ZJD4508B95C852977460060F4A6?opendocument&amp;amp;.il_select=A17F343657D56A77852577460060F487</a>
E066BLL	User Value Unit	IBM Content Manager Authorized User Value Unit SW Subscription & Support Renewal	\$ 184.14	\$ 152.15	
D07A9LL	User Value Unit	IBM Content Manager Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 460.87	\$ 380.81	
D07AALL	User Value Unit	IBM Content Manager Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 276.73	\$ 228.66	
E066CLL	User Value Unit	IBM Content Manager Employee User Value Unit SW Subscription & Support Renewal	\$ 92.07	\$ 76.08	
D12ESLL	resource value unit	IBM Content Manager Eligible Participant Resource Value Unit License + SW Subscription & Support 12 Months	\$ 4.37	\$ 3.61	
D12ETLL	resource value unit	IBM Content Manager Eligible Participant Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 2.62	\$ 2.17	
E01UJLL	resource value unit	IBM Content Manager Eligible Participant Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 0.91	\$ 0.75	
D07Z0LL	User Value Unit	IBM Content Manager Authorized User Value Unit from IBM Content Manager OnDemand Authorized User Value Unit Trade Up License + SW Subscription & Support 12 Months	\$ 461.90	\$ 381.66	
D09U0LL	User Value Unit	IBM Content Manager for Linux on System z Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 921.73	\$ 761.62	
D09URLL	User Value Unit	IBM Content Manager for Linux on System z Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 553.45	\$ 457.31	
E07A9LL	User Value Unit	IBM Content Manager for Linux on System z Authorized User Value Unit SW Subscription & Support Renewal	\$ 184.14	\$ 152.15	
D09UJLL	User Value Unit	IBM Content Manager for Linux on System z Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 460.87	\$ 380.81	
D09UVLL	User Value Unit	IBM Content Manager for Linux on System z Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 276.73	\$ 228.66	
E07AALL	User Value Unit	IBM Content Manager for Linux on System z Employee User Value Unit SW Subscription & Support Renewal	\$ 92.07	\$ 76.08	
D12EUJL	resource value unit	IBM Content Manager Eligible Participant Linux on z Resource Value Unit License + SW Subscription & Support 12 Months	\$ 4.37	\$ 3.61	
D12EVLL	resource value unit	IBM Content Manager Eligible Participant Linux on z Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 2.62	\$ 2.17	
E01UJLL	resource value unit	IBM Content Manager Eligible Participant Linux on z Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 0.91	\$ 0.75	
D09V2LL	Connector	IBM Content Manager for Relational Databases Linux on System z Connector License + SW Subscription & Support 12 Months	\$ 20,574.41	\$ 17,000.52	
D09V3LL	Connector	IBM Content Manager for Relational Databases Linux on System z Connector SW Subscription & Support Reinstatement 12 Months	\$ 12,344.65	\$ 10,200.31	
E07AEJL	Connector	IBM Content Manager for Relational Databases Linux on System z Connector Annual SW Subscription & Support Renewal	\$ 4,114.88	\$ 3,400.10	
D09USLL	User Value Unit	IBM Content Manager for Linux on System z Authorized User Value Unit from Content Manager for iSeries Authorized User Trade Up License + SW Subscription & Support 12 Months	\$ 360.05	\$ 297.51	
D09UTLL	User Value Unit	IBM Content Manager for Linux on System z Authorized User Value Unit from Content Manager OnDemand User Value Unit Trade Up License + SW Subscription & Support 12 Months	\$ 461.90	\$ 381.66	
Product Announcement		<a href="http://www.ibm.com/commmons/ShowDoc.wss?docURL=icommmons/ssi/rep_ca2/899/ENUSLP11-01.ibm.com.commons/ssi/rep_ca2/899/ENUSLP11-">http://www.ibm.com/commmons/ShowDoc.wss?docURL=icommmons/ssi/rep_ca2/899/ENUSLP11-01.ibm.com.commons/ssi/rep_ca2/899/ENUSLP11-</a>			
D0ARZLL	User Value Unit	IBM Content Manager Enterprise Edition Starter Pack Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 447.49	\$ 369.76	<a href="http://www.ibm.com/software/sia/siadb.nsf/lookup/BBC156483077F1640025725D007DDB4E?opendocument&amp;amp;.il_select=8AE6BE26E59772770025725D007DDB4E">http://www.ibm.com/software/sia/siadb.nsf/lookup/BBC156483077F1640025725D007DDB4E?opendocument&amp;amp;.il_select=8AE6BE26E59772770025725D007DDB4E</a>
D0AR3LL	User Value Unit	IBM Content Manager Enterprise Edition Starter Pack Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 268.50	\$ 221.86	
E07MNL	User Value Unit	IBM Content Manager Enterprise Edition Starter Pack Authorized User Value Unit Annual SW Subscription & Support Renewal	\$ 89.50	\$ 73.95	

Exhibit C1 - Product Listing

D0AR5LL	User Value Unit	IBM Content Manager Authorized User Value Unit from Chntr Mgr Enterprise Edition Starter Pack Auth UVU Trade Up License + SW Subscription & Support 12 Months	\$ 451.61	\$ 373.16		
D07ZRLL	User Value Unit	IBM Content Manager Authorized User Value Unit from Content Manager for iSeries Authorized User Trade Up License + SW Subscription & Support 12 Months	\$ 360.05	\$ 297.51		
		<a href="http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/2/897/ENUS908-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/2/897/ENUS908-">http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/2/897/ENUS908-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/2/897/ENUS908-</a>				
D54TULL	Authorized User	IBM Content Manager iSeries Authorized User License + SW Subscription & Support 12 Months	\$ 742.74	\$ 613.72		<a href="http://www-03.ibm.com/software/sla/sladb.nsf/lookup/A2432C5379F59BF200258FC005DE3A570pendocument&amp;amp;ll_select=D0C81ECBF3317D-FE00296FCE005DE39A">http://www-03.ibm.com/software/sla/sladb.nsf/lookup/A2432C5379F59BF200258FC005DE3A570pendocument&amp;amp;ll_select=D0C81ECBF3317D-FE00296FCE005DE39A</a>
D54TVLL	Authorized User	IBM Content Manager iSeries Authorized User SW Subscription & Support Reinstatement 12 Months	\$ 445.44	\$ 368.06		
E01PJLL	Authorized User	IBM Content Manager iSeries Authorized User Annual SW Subscription & Support Renewal	\$ 148.14	\$ 122.40		
D55HPLL	Processor Value Unit (PVU)	IBM Content Manager iSeries Workflow Feature Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	\$ 68.67	\$ 56.74		<a href="http://www-03.ibm.com/software/sla/sladb.nsf/lookup/A2432C5379F59BF200258FC005DE3A570pendocument&amp;amp;ll_select=D0C81ECBF3317D-FE00296FCE005DE39A">http://www-03.ibm.com/software/sla/sladb.nsf/lookup/A2432C5379F59BF200258FC005DE3A570pendocument&amp;amp;ll_select=D0C81ECBF3317D-FE00296FCE005DE39A</a>
D55HGLL	Processor Value Unit (PVU)	IBM Content Manager iSeries Workflow Feature Processor Value Unit (PVU) SW Subscription & Support Reinstatement 12 Months	\$ 41.15	\$ 34.00		
E01ZKLL	Processor Value Unit (PVU)	IBM Content Manager iSeries Workflow Feature Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	\$ 13.73	\$ 11.35		
D54Y4LL	Authorized User	IBM Content Manager iSeries Authorized User from IBM Content Manager OnDemand iSeries Auth User Trade Up License + SW Subscription & Support 12 Months	\$ 372.40	\$ 307.71		
		<a href="http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/2/877/ENUSZP00-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/2/877/ENUSZP00-">http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/2/877/ENUSZP00-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/2/877/ENUSZP00-</a>				
D56SFLL	User	IBM Content Manager ImagePlus Client Access User License + SW Subscription & Support 12 Months	\$ 951.57	\$ 786.27		<a href="http://www-03.ibm.com/software/sla/sladb.nsf/lookup/FBD137F8A87991198725698C005EE39570pendocument&amp;amp;ll_select=59F90788D008275A88725698C005EE39C">http://www-03.ibm.com/software/sla/sladb.nsf/lookup/FBD137F8A87991198725698C005EE39570pendocument&amp;amp;ll_select=59F90788D008275A88725698C005EE39C</a>
D56SJLL	User	IBM Content Manager ImagePlus Client Access User SW Subscription & Support Reinstatement 12 Months	\$ 570.94	\$ 471.76		
E1BSILL	User	IBM Content Manager ImagePlus Client Access User Annual SW Subscription & Support	\$ 190.31	\$ 157.25		
D56SHLL	User	IBM Content Manager ImagePlus Client Access User Trade Up License + SW Subscription & Support 12 Months	\$ 475.27	\$ 392.71		
		<a href="http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/5/877/ENUSZA07-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/5/877/ENUSZA07-">http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/5/877/ENUSZA07-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/5/877/ENUSZA07-</a>				
D56WRLL	User	IBM Content Manager ImagePlus Workstation Program User License + SW Subscription & Support 12 Months	\$ 951.57	\$ 786.27		<a href="http://www-03.ibm.com/software/sla/sladb.nsf/lookup/73273011B94ED4338725698C005EE09870pendocument&amp;amp;ll_select=3D7F6ADA95CD153C8725698C005EE095">http://www-03.ibm.com/software/sla/sladb.nsf/lookup/73273011B94ED4338725698C005EE09870pendocument&amp;amp;ll_select=3D7F6ADA95CD153C8725698C005EE095</a>
D56WVLL	User	IBM Content Manager ImagePlus Workstation Program User SW Subscription & Support Reinstatement 12 Months	\$ 570.94	\$ 471.76		
E1BWULL	User	IBM Content Manager ImagePlus Workstation Program User Annual SW Subscription & Support Renewal	\$ 190.31	\$ 157.25		
D56W7LL	User	IBM Content Manager ImagePlus Workstation Program User from IBM Content Manager ImagePlus Workstation PREPA U Trade Up License + SW Subscription & Support 12 Months	\$ 475.27	\$ 392.71		
		<a href="http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/0/877/ENUSZP11-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/0/877/ENUSZP11-">http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/0/877/ENUSZP11-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/0/877/ENUSZP11-</a>				
D0DJLL	Install	IBM Content Manager OnDemand Advanced Function Presentation Transformations Multipatforms Install License + SW Subscription & Support 12 Months	\$ 120,360.31	\$ 99,453.05		<a href="http://www-03.ibm.com/software/sla/sladb.nsf/lookup/8CB28533FE664821E852578230048C31070pendocument&amp;amp;ll_select=979D0C3659A1F080952978230048C30F">http://www-03.ibm.com/software/sla/sladb.nsf/lookup/8CB28533FE664821E852578230048C31070pendocument&amp;amp;ll_select=979D0C3659A1F080952978230048C30F</a>
D0DJELL	Install	IBM Content Manager OnDemand Advanced Function Presentation Transformations Multipatforms Install SW Subscription & Support Reinstatement 12 Months	\$ 72,216.19	\$ 59,671.83		
E091TLL	Install	IBM Content Manager OnDemand Advanced Function Presentation Transformations Multipatforms Install Annual SW Subscription & Support Renewal	\$ 24,072.06	\$ 19,890.61		
D0DJPLL	Install	IBM Content Manager OnDemand Advanced Function Presentation Transformations for Linux on System z Per Install License + SW Subscription & Support 12 Months	\$ 120,360.31	\$ 99,453.05		
D0DJQLL	Install	IBM Content Manager OnDemand Advanced Function Presentation Transformations for Linux on System z Per Install SW Subscription & Support Reinstatement 12 Months	\$ 72,216.19	\$ 59,671.83		
E091ULL	Install	IBM Content Manager OnDemand Advanced Function Presentation Transformations Multipatforms for Linux on System z Install Annual SW Subscription & Support Renewal	\$ 24,072.06	\$ 19,890.61		



Exhibit C1 - Product Listing

D07B6LL	Processor Value Unit (PVU)	IBM Content Manager OnDemand Enhanced Retention Management Multipatforms Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	\$ 430.01	\$ 355.31	<a href="http://www-03.ibm.com/software/sia/siadb.nsf/lookup/ABFC6BDE67D2AAA1852578230048BF697?opendocument&amp;amp;li_select=9E5A8EF22A2C5C0C852578230048BF69">http://www-03.ibm.com/software/sia/siadb.nsf/lookup/ABFC6BDE67D2AAA1852578230048BF697?opendocument&amp;amp;li_select=9E5A8EF22A2C5C0C852578230048BF69</a>
D07B7LL	Processor Value Unit (PVU)	IBM Content Manager OnDemand Enhanced Retention Management Multipatforms Processor Value Unit (PVU) SW Subscription & Support Reinstatement 12 Months	\$ 256.21	\$ 213.36	
E066RLL	Processor Value Unit (PVU)	IBM Content Manager OnDemand Enhanced Retention Management Multipatforms Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	\$ 85.90	\$ 70.98	
D09V7LL	Processor Value Unit (PVU)	IBM Content Manager OnDemand Enhanced Retention Management Multipatforms Linux on System z Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	\$ 430.01	\$ 355.31	
D09V6LL	Processor Value Unit (PVU)	IBM Content Manager OnDemand Enhanced Retention Management Multipatforms Linux on System z Processor Value Unit (PVU) SW Subscription & Support Reinstatement 12 Months	\$ 256.21	\$ 213.36	
E07AGLL	Processor Value Unit (PVU)	IBM Content Manager OnDemand Enhanced Retention Management Multipatforms Linux on System z Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	\$ 85.90	\$ 70.98	
D55HHLL	Processor Value Unit (PVU)	IBM Content Manager OnDemand PDF Indexer Multipatforms Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	\$ 17.85	\$ 14.75	<a href="http://www-03.ibm.com/software/sia/siadb.nsf/lookup/2D93F7DD316728C50025742D0057D6BD?opendocument&amp;amp;li_select=E7294D08DB749420025742D0057D6B5">http://www-03.ibm.com/software/sia/siadb.nsf/lookup/2D93F7DD316728C50025742D0057D6BD?opendocument&amp;amp;li_select=E7294D08DB749420025742D0057D6B5</a>
D55HLL	Processor Value Unit (PVU)	IBM Content Manager OnDemand PDF Indexer Multipatforms Processor Value Unit (PVU) SW Subscription & Support Reinstatement 12 Months	\$ 10.70	\$ 8.84	
E01ZVLL	Processor Value Unit (PVU)	IBM Content Manager OnDemand PDF Indexer Multipatforms Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	\$ 3.55	\$ 2.93	
D55HJLL	Processor Value Unit (PVU)	IBM Content Manager OnDemand Report Distribution Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	\$ 172.83	\$ 142.80	<a href="http://www-03.ibm.com/software/sia/siadb.nsf/lookup/98E36EC10342DDDB28525797003D00987?opendocument&amp;amp;li_select=95146E8DBA42A678525797003D00987">http://www-03.ibm.com/software/sia/siadb.nsf/lookup/98E36EC10342DDDB28525797003D00987?opendocument&amp;amp;li_select=95146E8DBA42A678525797003D00987</a>
D55HKLL	Processor Value Unit (PVU)	IBM Content Manager OnDemand Report Distribution Processor Value Unit (PVU) SW Subscription & Support Reinstatement 12 Months	\$ 103.90	\$ 85.85	
E01ZMLL	Processor Value Unit (PVU)	IBM Content Manager OnDemand Report Distribution Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	\$ 34.46	\$ 28.48	
D07B0LL	User Value Unit	IBM Content Manager OnDemand Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 767.43	\$ 634.12	<a href="http://www-03.ibm.com/software/sia/siadb.nsf/lookup/18D1BC92E30E59E98525797003D00237?opendocument&amp;amp;li_select=7981300947759FA88525797003D00237">http://www-03.ibm.com/software/sia/siadb.nsf/lookup/18D1BC92E30E59E98525797003D00237?opendocument&amp;amp;li_select=7981300947759FA88525797003D00237</a>
D07B1LL	User Value Unit	IBM Content Manager OnDemand Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 460.87	\$ 380.81	
E066NLL	User Value Unit	IBM Content Manager OnDemand Authorized User Value Unit Annual SW Subscription & Support Renewal	\$ 153.28	\$ 126.65	
D07B2LL	User Value Unit	IBM Content Manager OnDemand Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 384.74	\$ 317.91	
D07B3LL	User Value Unit	IBM Content Manager OnDemand Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 230.43	\$ 190.41	
E066PLL	User Value Unit	IBM Content Manager OnDemand Employee User Value Unit Annual SW Subscription & Support Renewal	\$ 76.90	\$ 63.54	
	External Population Resource Value Unit (EPRVU)	<a href="http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca0/897ENUS213-Subsription%20and%20Support%2012%20Months">http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca0/897ENUS213-Subsription%20and%20Support%2012%20Months</a>	\$ 3.86	\$ 3.19	
D0YJ1LL	External Population Resource Value Unit (EPRVU)	IBM Content Manager OnDemand Eligible Participant Resource Value Unit License + SW Subscription & Support 12 Months	\$ 2.31	\$ 1.91	
D0YJ2LL	External Population Resource Value Unit (EPRVU)	IBM Content Manager OnDemand Eligible Participant Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 0.77	\$ 0.64	
E0GXULL	External Population Resource Value Unit (EPRVU)	IBM Content Manager OnDemand Eligible Participant Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 1.95	\$ 1.62	
D0Z12LL	External Population Resource Value Unit (EPRVU)	IBM Content Manager OnDemand Eligible Participant Resource Value Unit from Competitor Trade Up License + SW Subscription & Support 12 Months	\$ 1.03	\$ 0.85	
D0Z11LL	External Population Resource Value Unit (EPRVU)	IBM Content Manager OnDemand Eligible Participant Resource Value Unit from IBM FileNet Report Manager Trade Up License + SW Subscription & Support 12 Months	\$ 3.86	\$ 3.19	
D0YWYLL	External Population Resource Value Unit (EPRVU)	IBM Content Manager OnDemand Eligible Participant Linux on System z Resource Value Unit License + SW Subscription & Support 12 Months	\$ 2.31	\$ 1.91	
D0YWZLL	External Population Resource Value Unit (EPRVU)	IBM Content Manager OnDemand Eligible Participant Linux on System z Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 3.86	\$ 3.19	

**Exhibit C1 - Product Listing**

EOH6VLL	External Population Resource Value Unit (EPRVU)	IBM Content Manager OnDemand Eligible Participant Linux on System z Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	\$	0.77	\$	0.64	
DOZ13LL	External Population Resource Value Unit (EPRVU)	IBM Content Manager OnDemand Eligible Participant Linux on System z Resource Value Unit from Competitor Trade Up License + SW Subscription & Support 12 Months	\$	1.95	\$	1.62	
DO9X4LL	User Value Unit	IBM Content Manager OnDemand Authorized Linux on System z User Value Unit License + SW Subscription & Support 12 Months	\$	767.43	\$	634.12	
DO9X5LL	User Value Unit	IBM Content Manager OnDemand Authorized Linux on System z User Value Unit SW Subscription & Support Reinstatement 12 Months	\$	460.87	\$	380.81	
EO7BE LL	User Value Unit	IBM Content Manager OnDemand Authorized Linux on System z User Value Unit Annual SW Subscription & Support Renewal	\$	153.28	\$	126.65	
DO9X6LL	User Value Unit	IBM Content Manager OnDemand Employee Linux on System z User Value Unit License + SW Subscription & Support 12 Months	\$	384.74	\$	317.91	
DO9X7LL	User Value Unit	IBM Content Manager OnDemand Employee Linux on System z User Value Unit SW Subscription & Support Reinstatement 12 Months	\$	230.43	\$	190.41	
EO7BFLL	User Value Unit	IBM Content Manager OnDemand Employee Linux on System z User Value Unit Annual SW Subscription & Support Renewal	\$	76.90	\$	63.54	
	<b>Product Announcement</b>	<a href="http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/9/872/ENUSAP10-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/9/872/ENUSAP10-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/9/872/ENUSAP10-01.ibm.com/software/sial/sialdb.nsf/lookup/2D93F7DD316728C50025742D0057D6BD?opendocument&amp;amp;ll_select=F77940D8DB749420025742D0057D6B5">http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/9/872/ENUSAP10-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/9/872/ENUSAP10-01.ibm.com/software/sial/sialdb.nsf/lookup/2D93F7DD316728C50025742D0057D6BD?opendocument&amp;amp;ll_select=F77940D8DB749420025742D0057D6B5</a>					
DO0ZJLL	User Value Unit	IBM Content Manager OnDemand Authorized Linux on System z User Value Unit from Content Manager OnDemand for i Authorized User Trade Up License + SW Subscription & Support 12 Up License + SW S&S 12 Months	\$	291.13	\$	240.56	
DOIQJLL	User Value Unit	IBM Content Manager OnDemand Employee User Value Unit from Competitor Competitive Trade (P/PU) from Competitor Competitive Trade Up License + SW S&S 12 Months	\$	191.34	\$	158.10	
DOIQLLL	Processor Value Unit (P/PU)	IBM Content Manager OnDemand Enhanced Retention Management Processor Value Unit (P/PU) from Competitor Competitive Trade Up License + SW S&S 12 Months	\$	215.00	\$	177.66	
DOIQNLL	User Value Unit	IBM Content Manager OnDemand Employee Linux on System z User Value Unit from Competitor Competitive Trade Up License + SW S&S 12 Months	\$	191.34	\$	158.10	
DOIQQLL	Processor Value Unit (P/PU)	IBM Content Manager OnDemand Enhanced Retention Management Linux on System z Processor Value Unit (P/PU) from Competitor Competitive Trade Up License + SW S&S 12 Processor Value Unit (P/PU) from Competitor Competitive Trade Up License + SW S&S 12 License + SW S&S 12 Processor Value Unit (P/PU) from Competitor Competitive Trade Up License + SW S&S 12	\$	215.00	\$	177.66	
DOIQRLl	Processor Value Unit (P/PU)	IBM Content Manager OnDemand PDF Indexer Processor Value Unit (P/PU) from Competitor Competitive Trade Up License + SW S&S 12 Months	\$	8.95	\$	7.40	
DOIGSLL	Processor Value Unit (P/PU)	IBM Content Manager OnDemand Report Distribution Multipatforms Processor Value Unit (P/PU) from Competitor Competitive Trade Up License + SW S&S 12 Months	\$	86.41	\$	71.40	
DOIQTLL	User Value Unit	IBM Content Manager OnDemand Authorized User Value Unit from Competitor Competitive Trade Up License + SW S&S 12 Months	\$	384.74	\$	317.91	
DOIQM LL	User Value Unit	IBM Content Manager OnDemand Authorized Linux on System z User Value Unit from Competitor Competitive Trade Up License + SW S&S 12 Months	\$	384.74	\$	317.91	
DOCRDLL	User Value Unit	IBM Content Manager OnDemand Authorized User Value Unit from IBM FileNet Report Manager Authorized UVU Trade Up License + SW Subscription & Support 12 Months	\$	191.34	\$	158.10	
DOCRFLL	User Value Unit	IBM Content Manager OnDemand Employee User Value Unit from IBM FileNet Report Manager Employee UVU Trade Up License + SW Subscription & Support 12 Months	\$	96.19	\$	79.48	
DOCRELL	User Value Unit	IBM Content Manager OnDemand Authorized User Value Unit from Content Manager OnDemand for i Authorized User Trade Up License + SW Subscription & Support 12 Months	\$	291.13	\$	240.56	
	<b>Product Announcement</b>	<a href="http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/5/897/ENUS208-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/5/897/ENUS208-01.ibm.com/software/sial/sialdb.nsf/lookup/2D93F7DD316728C50025742D0057D6BD?opendocument&amp;amp;ll_select=F77940D8DB749420025742D0057D6B5">http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/5/897/ENUS208-01.ibm.com/software/sial/sialdb.nsf/lookup/2D93F7DD316728C50025742D0057D6BD?opendocument&amp;amp;ll_select=F77940D8DB749420025742D0057D6B5</a>					
D54TQLL	Authorized User	IBM Content Manager OnDemand for i/OS Authorized User License + SW Subscription & Support 12 Months	\$	609.00	\$	503.22	
D54TRLL	Authorized User	IBM Content Manager OnDemand for i/OS Authorized User SW Subscription & Support Reinstatement 12 Months	\$	365.20	\$	301.76	
EO1PHLL	Authorized User	IBM Content Manager OnDemand for i/OS Authorized User Annual SW Subscription & Support Renewal	\$	121.39	\$	100.30	
D55HZLL	Processor Value Unit (P/PU)	IBM Content Manager OnDemand for i/OS PDF Indexer Processor Value Unit (P/PU) License + SW Subscription & Support 12 Months	\$	17.85	\$	14.75	
D55IOLL	Processor Value Unit (P/PU)	IBM Content Manager OnDemand for i/OS PDF Indexer Processor Value Unit (P/PU) SW Subscription & Support Reinstatement 12 Months	\$	10.70	\$	8.84	

Exhibit C1 - Product Listing

E01ZVLL	Processor Value Unit (PVU)	IBM Content Manager OnDemand for i5/OS PDF Indexer Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	\$ 3.55	\$ 2.93		
DOCKBLL	Authorized User	IBM Content Manager OnDemand for i Authorized User License + SW Subscription & Support 12 Months	\$ 609.00	\$ 503.22		
DOCKCLL	Authorized User	IBM Content Manager OnDemand for i Authorized User SW Subscription & Support Reinstatement 12 Months	\$ 365.20	\$ 301.76		
E08LGLL	Authorized User	IBM Content Manager OnDemand for i Authorized User Annual SW Subscription & Support	\$ 121.39	\$ 100.30		
DOCKDLL	Processor Value Unit (PVU)	IBM Content Manager OnDemand for i PDF Indexer Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	\$ 17.85	\$ 14.75		
DOCKELL	Processor Value Unit (PVU)	IBM Content Manager OnDemand for i PDF Indexer Processor Value Unit (PVU) SW Subscription & Support Reinstatement 12 Months	\$ 10.70	\$ 8.84		
E08LHLL	Processor Value Unit (PVU)	IBM Content Manager OnDemand for i PDF Indexer Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	\$ 3.55	\$ 2.93		
DOCKFL	Processor Value Unit (PVU)	IBM Content Manager OnDemand for i Enhanced Retention Management Processor Value Unit License + SW Subscription & Support 12 Months	\$ 215.00	\$ 177.66		
DOCKGLL	Processor Value Unit (PVU)	IBM Content Manager OnDemand for i Enhanced Retention Management Processor Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 128.59	\$ 106.25		
E08LILL	Processor Value Unit (PVU)	IBM Content Manager OnDemand for i Enhanced Retention Management Processor Value Unit Annual SW Subscription & Support Renewal	\$ 42.95	\$ 35.49		
DOCKHLL	Server	IBM Content Manager OnDemand for i Advanced Function Presentation Transformations Server License + SW Subscription & Support 12 Months	\$ 120,360.31	\$ 99,453.05		
DOCKILL	Server	IBM Content Manager OnDemand for i Advanced Function Presentation Transformations Server SW Subscription & Support Reinstatement 12 Months	\$ 72,216.19	\$ 59,671.83		
E08LJLL	Server	IBM Content Manager OnDemand for i Advanced Function Presentation Transformations Server Annual SW Subscription & Support Renewal	\$ 24,072.06	\$ 19,890.61		
		<a href="http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/3/897/ENUS212-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/3/897/ENUS212-">http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/3/897/ENUS212-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/3/897/ENUS212-</a>				
D0S88LL	Processor Value Unit (PVU)	IBM Content Manager OnDemand Full Text Search Processor Value Unit License + SW Subscription & Support 12 Months	\$ 327.13	\$ 270.31		
D0S89LL	Processor Value Unit (PVU)	IBM Content Manager OnDemand Full Text Search Processor Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 196.49	\$ 162.35		
E0ED8LL	Processor Value Unit (PVU)	IBM Content Manager OnDemand Full Text Search Processor Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 65.32	\$ 53.98		
D0S8ALL	Processor Value Unit (PVU)	IBM Content Manager OnDemand Full Text Search for Linux on System z Processor Value Unit License + SW Subscription & Support 12 Months	\$ 327.13	\$ 270.31		
D0S8BLL	Processor Value Unit (PVU)	IBM Content Manager OnDemand Full Text Search for Linux on System z Processor Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 196.49	\$ 162.35		
E0ED8LL	Processor Value Unit (PVU)	IBM Content Manager OnDemand Full Text Search for Linux on System z Processor Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 65.32	\$ 53.98		
		<a href="http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/2/649/ENUSA10-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/2/649/ENUSA10-">http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/2/649/ENUSA10-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/2/649/ENUSA10-</a>				
DOA3BLL	User Value Unit	IBM Document Manager Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 921.73	\$ 761.62		<a href="http://www-03.ibm.com/software/sla/sladb.nsf/lookup/8ADB25F082974832652577D600404267?opendocument&amp;ipl.select=2B46DF94B5D739D&amp;__source=03.ibm.com">http://www-03.ibm.com/software/sla/sladb.nsf/lookup/8ADB25F082974832652577D600404267?opendocument&amp;ipl.select=2B46DF94B5D739D&amp;__source=03.ibm.com</a>
DOA3CLL	User Value Unit	IBM Document Manager Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 553.45	\$ 457.31		
E07C8LL	User Value Unit	IBM Document Manager Authorized User Value Unit Annual SW Subscription & Support	\$ 184.14	\$ 152.15		
DOA3DLL	User Value Unit	IBM Document Manager Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 460.87	\$ 380.81		<a href="http://www-03.ibm.com/software/sla/sladb.nsf/lookup/8ADB25F082974832652577D600404267?opendocument&amp;ipl.select=2B46DF94B5D739D&amp;__source=03.ibm.com">http://www-03.ibm.com/software/sla/sladb.nsf/lookup/8ADB25F082974832652577D600404267?opendocument&amp;ipl.select=2B46DF94B5D739D&amp;__source=03.ibm.com</a>
DOA3ELL	User Value Unit	IBM Document Manager Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 276.73	\$ 228.66		
E07C9LL	User Value Unit	IBM Document Manager Employee User Value Unit Annual SW Subscription & Support Renewal	\$ 92.07	\$ 76.08		
DOA39LL	User Value Unit	IBM Document Manager External User Per User Value Unit License + SW Subscription & Support 12 Months	\$ 4.53	\$ 3.74		<a href="http://www-03.ibm.com/software/sla/sladb.nsf/lookup/8ADB25F082974832652577D600404267?opendocument&amp;ipl.select=2B46DF94B5D739D&amp;__source=03.ibm.com">http://www-03.ibm.com/software/sla/sladb.nsf/lookup/8ADB25F082974832652577D600404267?opendocument&amp;ipl.select=2B46DF94B5D739D&amp;__source=03.ibm.com</a>

Exhibit C1 - Product Listing

D0A3ALL	User Value Unit	IBM Document Manager External User Per User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 2.73	\$ 2.25	<a href="http://www-03.ibm.com/software/sia/siab.nsf/lookup/51164C5313EA98FA852577F20004F2BB?opendocument&amp;amp;l_select=C00E1102D98EF12">77D600404267?opendocument&amp;amp;l_select=2B46DF94B5D739D852577D60040424F</a>
E07C7LL	User Value Unit	IBM Document Manager External User Per User Value Unit Annual SW Subscription & Support Renewal	\$ 0.93	\$ 0.77	
E04X0LL	Server	IBM FileNet Document Publisher Server Annual SW Subscription & Support Renewal	\$ 15,327.94	\$ 12,665.39	
E04X1LL	Server	IBM FileNet Document Publisher Non-Prod Server Annual SW Subscription & Support Renewal	\$ 7,674.26	\$ 6,341.19	
		<a href="http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca7/872/ENUSAP10-0407/index.html&amp;lang=en">http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca7/872/ENUSAP10-0407/index.html&amp;lang=en</a>			
D12U0LL	User Value Unit	IBM eDiscovery Manager Operator Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 10,595.82	\$ 8,755.27	<a href="http://www-03.ibm.com/software/sia/siab.nsf/lookup/51164C5313EA98FA852577F20004F2BB?opendocument&amp;amp;l_select=C00E1102D98EF12">http://www-03.ibm.com/software/sia/siab.nsf/lookup/51164C5313EA98FA852577F20004F2BB?opendocument&amp;amp;l_select=C00E1102D98EF12</a>
D12U0MLL	User Value Unit	IBM eDiscovery Manager Operator Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 6,357.49	\$ 5,253.16	
E0J1SLL	User Value Unit	IBM eDiscovery Manager Operator Authorized User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 2,119.16	\$ 1,751.05	
D12U0NLL	User Value Unit	IBM eDiscovery Analyzer Operator Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 21,191.64	\$ 17,510.54	
D12U0PLL	User Value Unit	IBM eDiscovery Analyzer Operator Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 12,756.14	\$ 10,540.32	
E0J1TLL	User Value Unit	IBM eDiscovery Analyzer Operator Authorized User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 4,238.33	\$ 3,502.11	
E04XFLL	Authorized User	IBM FileNet Application Connector for Siebel Server Authorized User Annual SW Subscription & Support Renewal	\$ 92.07	\$ 76.08	
E04XYLL	Concurrent User (Up to 1:10)	IBM FileNet Application Connector for Siebel Server Concurrent User (Up to 1:10) Annual SW Subscription & Support Renewal	\$ 138.88	\$ 114.75	
E04XKLL	User Value Unit	IBM FileNet Application Connector for Siebel Employee User Value Unit Annual SW Subscription & Support Renewal	\$ 92.07	\$ 76.08	
E04XULL	Server	IBM FileNet Application Connector for Siebel IDL Server Annual SW Subscription & Support	\$ 6,131.17	\$ 5,066.16	
E04XTLL	Server	IBM FileNet Application Connector for Siebel IDL Non-Prod Server Annual SW Subscription & Support Renewal	\$ 3,075.87	\$ 2,541.58	
		<a href="http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca3/872/ENUSWP10-01">http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca3/872/ENUSWP10-01</a>			
E07QPLL	User Value Unit	IBM Content Collector for Microsoft SharePoint Authorized User Value Unit Annual SW Subscription & Support Renewal	\$ 24.28	\$ 20.06	<a href="http://www-03.ibm.com/software/sia/siab.nsf/lookup/01328043B1188093852577F20000237F?opendocument&amp;amp;l_select=65D9327F1ADC7E909">http://www-03.ibm.com/software/sia/siab.nsf/lookup/01328043B1188093852577F20000237F?opendocument&amp;amp;l_select=65D9327F1ADC7E909</a>
E07QQLL	User Value Unit	IBM Content Collector for Microsoft SharePoint Employee User Value Unit Annual SW Subscription & Support Renewal	\$ 12.29	\$ 10.16	
E07QRLL	User Value Unit	IBM Content Collector for Microsoft SharePoint External User Value Unit Annual SW Subscription & Support Renewal	\$ 0.11	\$ 0.09	
D12V4LL	processor value unit	IBM Content Collector for Microsoft SharePoint Processor Value Unit License + SW Subscription & Support 12 Months	\$ 741.71	\$ 612.87	
D12V5LL	processor value unit	IBM Content Collector for Microsoft SharePoint Processor Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 445.44	\$ 368.06	
E0J21LL	processor value unit	IBM Content Collector for Microsoft SharePoint Processor Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 148.14	\$ 122.40	
D12V6LL	processor value unit	IBM Content Collector for Microsoft SharePoint for Non-Production Environment Processor Value Unit License + SW Subscription & Support 12 Months	\$ 371.37	\$ 306.86	
D12V7LL	processor value unit	IBM Content Collector for Microsoft SharePoint for Non-Production Environment Processor Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 223.23	\$ 184.46	
E0J22LL	processor value unit	IBM Content Collector for Microsoft SharePoint for Non-Production Environment Processor Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 74.33	\$ 61.41	



Exhibit C1 - Product Listing

E01FXLL	resource value unit	IBM Case Foundation Eligible Participant Linux on System z Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 1.59	\$ 1.32		
D09X8LL	User Value Unit	IBM Case Foundation Add-On Authorized Linux on System z User Value Unit License + SW Subscription & Support 12 Months	\$ 1,183.03	\$ 977.53	<a href="http://www-03.ibm.com/software/sla/sladb.nsf/lookup/80CA95DBE8EA8E848525785300741DAC?opendocument&amp;amp;.j_sselect=660378339CFBAE298525785300741D1E">http://www-03.ibm.com/software/sla/sladb.nsf/lookup/80CA95DBE8EA8E848525785300741DAC?opendocument&amp;amp;.j_sselect=660378339CFBAE298525785300741D1E</a>	
D09W7LL	User Value Unit	IBM Case Foundation Add-On Authorized Linux on System z User Value Unit SW Subscription & Support Renewal 12 Months	\$ 709.82	\$ 586.52		
E07B9LL	User Value Unit	IBM Case Foundation Add-On Authorized Linux on System z User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 236.61	\$ 195.51		
D09WUJL	User Value Unit	IBM Case Foundation Add-On Employee Linux on System z User Value Unit License + SW Subscription & Support 12 Months	\$ 595.63	\$ 492.17		
D09WVLL	User Value Unit	IBM Case Foundation Add-On Employee Linux on System z User Value Unit SW Subscription & Support Renewal 12 Months	\$ 356.97	\$ 294.96		
E07B8LL	User Value Unit	IBM Case Foundation Add-On Employee Linux on System z User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 119.33	\$ 98.60		
D11LRLL	resource value unit	IBM Case Foundation Add-On Eligible Participant Linux on System z Resource Value Unit License + SW Subscription & Support 12 Months	\$ 5.76	\$ 4.76		
D11LSLL	resource value unit	IBM Case Foundation Add-On Eligible Participant Linux on System z Resource Value Unit SW Subscription & Support Renewal 12 Months	\$ 3.45	\$ 2.85		
E01FULL	resource value unit	IBM Case Foundation Add-On Eligible Participant Linux on System z Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 1.16	\$ 0.96		
		<a href="http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/8/899/ENUSLP10-01.ibm.com/document">http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/8/899/ENUSLP10-01.ibm.com/document</a>				
D00C7LL	User Value Unit	IBM Case Foundation Starter Pack Authorized Linux on System z User Value Unit License + SW Subscription & Support 12 Months	\$ 795.20	\$ 657.07	<a href="http://www-03.ibm.com/software/sla/sladb.nsf/lookup/80CA95DBE8EA8E848525785300741DAC?opendocument&amp;amp;.j_sselect=660378339CFBAE298525785300741D1E">http://www-03.ibm.com/software/sla/sladb.nsf/lookup/80CA95DBE8EA8E848525785300741DAC?opendocument&amp;amp;.j_sselect=660378339CFBAE298525785300741D1E</a>	
D00C8LL	User Value Unit	IBM Case Foundation Starter Pack Authorized Linux on System z User Value Unit SW Subscription & Support Renewal 12 Months	\$ 477.33	\$ 394.41		
E08HZLL	User Value Unit	IBM Case Foundation Starter Pack Authorized Linux on System z User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 159.45	\$ 131.75		
D0AR6LL	User Value Unit	IBM Case Foundation Starter Pack Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 795.20	\$ 657.07		
D0AR7LL	User Value Unit	IBM Case Foundation Starter Pack Authorized User Value Unit SW Subscription & Support Renewal 12 Months	\$ 477.33	\$ 394.41		
E07MPLL	User Value Unit	IBM Case Foundation Starter Pack Authorized User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 159.45	\$ 131.75		
D0C57LL	User Value Unit	IBM Case Foundation Starter Pack Add On Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 595.63	\$ 492.17	<a href="http://www-03.ibm.com/software/sla/sladb.nsf/lookup/80CA95DBE8EA8E848525785300741DAC?opendocument&amp;amp;.j_sselect=660378339CFBAE298525785300741D1E">http://www-03.ibm.com/software/sla/sladb.nsf/lookup/80CA95DBE8EA8E848525785300741DAC?opendocument&amp;amp;.j_sselect=660378339CFBAE298525785300741D1E</a>	
D0C58LL	User Value Unit	IBM Case Foundation Starter Pack Add On User Value Unit SW Subscription & Support Renewal 12 Months	\$ 356.97	\$ 294.96		
E08D9LL	User Value Unit	IBM Case Foundation Starter Pack Add On User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 119.33	\$ 98.60		
D0C59LL	User Value Unit	IBM Case Foundation Starter Pack Add On Authorized Linux on System z User Value Unit License + SW Subscription & Support 12 Months	\$ 595.63	\$ 492.17		
D0C5ALL	User Value Unit	IBM Case Foundation Starter Pack Add On Linux on System z User Value Unit SW Subscription & Support Renewal 12 Months	\$ 356.97	\$ 294.96		
E08DALL	User Value Unit	IBM Case Foundation Starter Pack Add On Linux on System z User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 119.33	\$ 98.60		
D0AR4LL	User Value Unit	IBM Case Foundation Authorized User Value Unit from IBM Case Foundation Starter Pack AUUVU Trade Up License + SW Subscription & Support 12 Months	\$ 795.20	\$ 657.07		
D0C5OLL	User Value Unit	IBM Case Foundation Add-On Authorized Linux on System z User Value Unit from IBM Case Foundation Starter Pack Add-On Linux on System z Trade Up License + SW Subscription & Support 12 Months	\$ 594.60	\$ 491.32		
D0C5BLL	User Value Unit	IBM Case Foundation Add-On Authorized User Value Unit from IBM Case Foundation Starter Pack Add-On Trade Up License + SW Subscription & Support 12 Months	\$ 594.60	\$ 491.32		

Exhibit C1 - Product Listing

DOCIMLL	User Value Unit	IBM Case Foundation Authorized Linux on System z User Value Unit from IBM Case Foundation Starter Pack Linux on Sys z Trade Up License + SW Subscription & Support 12 Months	\$ 795.20	\$ 657.07			
		<a href="http://www-01.ibm.com/common/ssi/cc-&lt;br/&gt;bin/ssialias?subtype=ca&amp;infotype=an&amp;appname=Source&amp;supplier=897&amp;letternum=ENUS213-">http://www-01.ibm.com/common/ssi/cc- bin/ssialias?subtype=ca&amp;infotype=an&amp;appname=Source&amp;supplier=897&amp;letternum=ENUS213-</a>					<a href="http://www-03.ibm.com/software/sia/siadb.nsf/lookup/C170D27C7494D1C885257B87006F3D422?openocument&amp;mpil_select=B5C31ED02AD31D3C85257B87006F3D42">http://www-03.ibm.com/software/sia/siadb.nsf/lookup/C170D27C7494D1C885257B87006F3D422?openocument&amp;mpil_select=B5C31ED02AD31D3C85257B87006F3D42</a>
DOZWPLL	User Value Unit	IBM Content Foundation Authorized User Value Unit License + SW Subscription & Support 12	\$ 447.49	\$ 369.76			
DOZWQLL	User Value Unit	IBM Content Foundation Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 266.50	\$ 221.86			
EOHQTL	User Value Unit	IBM Content Foundation Authorized User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 89.50	\$ 73.95			
DOZWTLL	User Value Unit	IBM Content Foundation Employee User Value Unit License + SW Subscription & Support 12	\$ 223.23	\$ 184.46			
DOZWULL	User Value Unit	IBM Content Foundation Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 133.73	\$ 110.50			
EOHQVLL	User Value Unit	IBM Content Foundation Employee User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 44.75	\$ 36.98			
D11KGLL	resource value unit	IBM Content Foundation Eligible Participant Resource Value Unit License + SW Subscription & Support 12 Months	\$ 2.16	\$ 1.79			
D11KHLL	resource value unit	IBM Content Foundation Eligible Participant Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1.32	\$ 1.09			
EOIF7LL	resource value unit	IBM Content Foundation Eligible Participant Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 0.42	\$ 0.35			
DOZWRLL	User Value Unit	IBM Content Foundation Authorized Linux on System z User Value Unit License + SW Subscription & Support 12 Months	\$ 447.49	\$ 369.76			
DOZWSLL	User Value Unit	IBM Content Foundation Authorized Linux on System z User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 266.50	\$ 221.86			
EOHQULL	User Value Unit	IBM Content Foundation Authorized Linux on System z User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 89.50	\$ 73.95			
DOZWWLL	User Value Unit	IBM Content Foundation Employee Linux on System z User Value Unit License + SW Subscription & Support 12 Months	\$ 223.23	\$ 184.46			
DOZWWLL	User Value Unit	IBM Content Foundation Employee Linux on System z User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 133.73	\$ 110.50			
EOHQWLL	User Value Unit	IBM Content Foundation Employee Linux on System z User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 44.75	\$ 36.98			
D11KELL	User Value Unit	IBM Content Foundation Eligible Participant Linux on z Resource Value Unit License + SW Subscription & Support 12 Months	\$ 2.16	\$ 1.79			
D11KFLL	User Value Unit	IBM Content Foundation Eligible Participant Linux on z Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1.29	\$ 1.06			
EOIF6LL	User Value Unit	IBM Content Foundation Eligible Participant Linux on z Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 0.42	\$ 0.35			
DOZX5LL	User Value Unit	IBM Content Foundation Add On for IBM Content Manager Enterprise Edition Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 196.49	\$ 162.35			
DOZX6LL	User Value Unit	IBM Content Foundation Add On for IBM Content Manager Enterprise Edition Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 118.30	\$ 97.75			
EOHR1LL	User Value Unit	IBM Content Foundation Add On for IBM Content Manager Enterprise Edition Authorized User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 39.35	\$ 32.51			
D11KRLL	User Value Unit	IBM Content Foundation Add On for IBM Content Manager Enterprise Edition Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 95.41	\$ 78.84			
D11KSLL	User Value Unit	IBM Content Foundation Add On for IBM Content Manager Enterprise Edition Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 57.35	\$ 47.39			
EOIFCLL	User Value Unit	IBM Content Foundation Add On for IBM Content Manager Enterprise Edition Employee User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 19.08	\$ 15.77			

Exhibit C1 - Product Listing

D11L4LL	User Value Unit	IBM Content Foundation Add On for IBM Content Manager Enterprise Edition Eligible Participant Resource Value Unit License + SW Subscription & Support 12 Months	\$ 0.98	\$	0.81	
D11L5LL	User Value Unit	IBM Content Foundation Add On for IBM Content Manager Enterprise Edition Eligible Participant Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 0.59	\$	0.48	
E0IFILL	User Value Unit	IBM Content Foundation Add On for IBM Content Manager Enterprise Edition Eligible Participant Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 0.21	\$	0.17	
D0ZX7LL	User Value Unit	IBM Content Foundation Add On for IBM Content Manager Enterprise Edition Linux on System z Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 196.49	\$	162.35	
E0HR2LL	User Value Unit	IBM Content Foundation Add On for IBM Content Manager Enterprise Edition Linux on System z Authorized User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 39.35	\$	32.51	
D0ZX8LL	User Value Unit	IBM Content Foundation Add On for IBM Content Manager Enterprise Edition Linux on System z Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 118.30	\$	97.75	
D11K1LL	User Value Unit	IBM Content Foundation Add On for IBM Content Manager Enterprise Edition Employee Linux on z User Value Unit License + SW Subscription & Support 12 Months	\$ 95.41	\$	78.84	
D11K1ULL	User Value Unit	IBM Content Foundation Add On for IBM Content Manager Enterprise Edition Employee Linux on z User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 57.35	\$	47.39	
E0IFDLL	User Value Unit	IBM Content Foundation Add On for IBM Content Manager Enterprise Edition Employee Linux on z User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 19.08	\$	15.77	
D11L6LL	User Value Unit	IBM Content Foundation Add On for IBM Content Manager Enterprise Edition Eligible Participant Linux on z Resource Value Unit License + SW Subscription & Support 12 Months	\$ 0.98	\$	0.81	
D11L7LL	User Value Unit	IBM Content Foundation Add On for IBM Content Manager Enterprise Edition Eligible Participant Linux on z Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 0.59	\$	0.48	
		<b>Product Announcement</b>				
D0ZY0LL	Server	IBM Content Engine Bulk Import Tool for IBM Content Foundation Virtual Server License + SW Subscription & Support 12 Months	\$ 76,742.56	\$	63,411.95	
D0ZY1LL	Server	IBM Content Engine Bulk Import Tool for IBM Content Foundation Virtual Server SW Subscription & Support Reinstatement 12 Months	\$ 46,086.68	\$	38,081.17	
E0HRGLL	Server	IBM Content Engine Bulk Import Tool for IBM Content Foundation Virtual Server Annual SW Subscription & Support Renewal 12 Months	\$ 15,327.94	\$	12,665.39	
D0ZY2LL	Server	IBM Content Engine Bulk Import Tool for IBM Content Foundation Non-Production Environment Virtual Server License + SW Subscription & Support 12 Months	\$ 38,474.15	\$	31,790.98	
D0ZY3LL	Server	IBM Content Engine Bulk Import Tool for IBM Content Foundation Non-Production Environment Virtual Server SW Subscription & Support Reinstatement 12 Months	\$ 23,043.34	\$	19,040.58	
E0HRHLL	Server	IBM Content Engine Bulk Import Tool for IBM Content Foundation Non-Production Environment Virtual Server Annual SW Subscription & Support Renewal 12 Months	\$ 7,694.83	\$	6,358.20	
		<b>Product Announcement</b>				
D0488LL	Client Device	IBM FileNet Capture Professional - Personal Edition Client Device License + SW Subscription & Support 12 Months	\$ 4,608.67	\$	3,808.12	
D0489LL	Client Device	IBM FileNet Capture Professional - Personal Edition Client Device SW Subscription & Support Reinstatement 12 Months	\$ 2,767.26	\$	2,286.57	<a href="http://www-03.ibm.com/software/sia/siadb.nsf/lookup1DE4FD448F974838852577720039C435?opendocument&amp;amp;il_select=B560FBE01090921F-852577770039C41D">http://www-03.ibm.com/software/sia/siadb.nsf/lookup1DE4FD448F974838852577720039C435?opendocument&amp;amp;il_select=B560FBE01090921F-852577770039C41D</a>
E04Y0LL	Client Device	IBM FileNet Capture Professional - Personal Edition Client Device Annual SW Subscription & Support Renewal	\$ 921.73	\$	761.62	
D048PLL	Client Device	IBM FileNet Capture Professional - Low Volume Edition Client Device License + SW Subscription & Support 12 Months	\$ 10,698.69	\$	8,840.27	
D048RLL	Client Device	IBM FileNet Capture Professional - Low Volume Edition Client Device SW Subscription & Support Reinstatement 12 Months	\$ 6,419.22	\$	5,304.16	
E04Y1LL	Client Device	IBM FileNet Capture Professional - Low Volume Edition Client Device Annual SW Subscription & Support Renewal	\$ 2,139.74	\$	1,768.05	
D048XLL	Client Device	IBM FileNet Capture Professional - Medium Volume Edition Client Device License + SW Subscription & Support 12 Months	\$ 24,586.42	\$	20,315.62	
D048ZLL	Client Device	IBM FileNet Capture Professional - Medium Volume Edition Client Device SW Subscription & Support Reinstatement 12 Months	\$ 14,710.70	\$	12,155.37	



Exhibit C1 - Product Listing

E042KLL	Client Device	IBM FileNet Capture Professional - Medium Volume Edition Client Device Annual SW Subscription & Support Renewal	\$ 4,917.28	\$ 4,063.12
D048TLL	Client Device	IBM FileNet Capture Professional - High Volume Edition Client Device License + SW Subscription & Support 12 Months	\$ 38,474.15	\$ 31,790.98
D048ULL	Client Device	IBM FileNet Capture Professional - High Volume Edition Client Device SW Subscription & Support Reinstatement 12 Months	\$ 23,043.34	\$ 19,040.58
E0420LL	Client Device	IBM FileNet Capture Professional - High Volume Edition Client Device Annual SW Subscription & Support Renewal	\$ 7,694.83	\$ 6,358.20
D048VLL	Client Device	IBM FileNet Capture Professional - Additional Document Entry Client Device License + SW Subscription & Support 12 Months	\$ 1,532.79	\$ 1,266.54
D048WLL	Client Device	IBM FileNet Capture Professional - Additional Document Entry Client Device SW Subscription & Support Reinstatement 12 Months	\$ 919.68	\$ 759.92
E0421LL	Client Device	IBM FileNet Capture Professional - Additional Document Entry Client Device Annual SW Subscription & Support Renewal	\$ 306.56	\$ 253.31
D048XLL	Client Device	IBM FileNet Capture Professional-File Import Client Device License + SW Subscription & Support 12 Months	\$ 3,847.42	\$ 3,179.10
D048YLL	Client Device	IBM FileNet Capture Professional-File Import Client Device SW Subscription & Support Reinstatement 12 Months	\$ 2,304.33	\$ 1,904.06
E0422LL	Client Device	IBM FileNet Capture Professional-File Import Client Device Annual SW Subscription & Support Renewal	\$ 769.48	\$ 635.82
D048QLL	Client Device	IBM FileNet Capture Professional-Inbound Link Client Device License + SW Subscription & Support 12 Months	\$ 4,608.67	\$ 3,808.12
D048SLL	Client Device	IBM FileNet Capture Professional-Inbound Link Client Device SW Subscription & Support Reinstatement 12 Months	\$ 2,767.26	\$ 2,286.57
E04YZLL	Client Device	IBM FileNet Capture Professional-Inbound Link Client Device Annual SW Subscription & Support Renewal	\$ 921.73	\$ 761.62
D048KLL	Client Device	IBM FileNet Capture Desktop - Personal Edition Client Device License + SW Subscription & Support 12 Months	\$ 3,075.87	\$ 2,541.58
D048NLL	Client Device	IBM FileNet Capture Desktop - Personal Edition Client Device SW Subscription & Support Reinstatement 12 Months	\$ 1,841.41	\$ 1,521.55
E04YWLL	Client Device	IBM FileNet Capture Desktop - Personal Edition Client Device Annual SW Subscription & Support Renewal	\$ 615.17	\$ 508.32
D048CLL	Client Device	IBM FileNet Capture Desktop - Low Volume Edition Client Device License + SW Subscription & Support 12 Months	\$ 6,913.00	\$ 5,712.18
D048DILL	Client Device	IBM FileNet Capture Desktop - Low Volume Edition Client Device SW Subscription & Support Reinstatement 12 Months	\$ 4,145.74	\$ 3,425.61
E04YSLL	Client Device	IBM FileNet Capture Desktop - Low Volume Edition Client Device Annual SW Subscription & Support Renewal	\$ 1,378.49	\$ 1,139.03
D048ELL	Client Device	IBM FileNet Capture Desktop - Medium Volume Edition Client Device License + SW Subscription & Support 12 Months	\$ 10,698.69	\$ 8,840.27
D048FLL	Client Device	IBM FileNet Capture Desktop - Medium Volume Edition Client Device SW Subscription & Support Reinstatement 12 Months	\$ 6,419.22	\$ 5,304.16
E04Y7LL	Client Device	IBM FileNet Capture Desktop - Medium Volume Edition Client Device Annual SW Subscription & Support Renewal	\$ 2,139.74	\$ 1,768.05
D048GLL	Client Device	IBM FileNet Capture Desktop - Additional Document Entry Client Device License + SW Subscription & Support 12 Months	\$ 1,069.87	\$ 884.03
D048HLL	Client Device	IBM FileNet Capture Desktop - Additional Document Entry Client Device SW Subscription & Support Reinstatement 12 Months	\$ 641.92	\$ 530.42
E04YULL	Client Device	IBM FileNet Capture Desktop - Additional Document Entry Client Device Annual SW Subscription & Support Renewal	\$ 213.97	\$ 176.81
D048QLL	Client Device	IBM FileNet Capture Desktop - File Import Client Device License + SW Subscription & Support 12 Months	\$ 3,847.42	\$ 3,179.10

Exhibit C1 - Product Listing

D049RLL	Client Device	IBM FileNet Capture Desktop - File Import Client Device SW Subscription & Support Reinstatement 12 Months	\$ 2,304.33	\$ 1,904.06
E04ZGLL	Client Device	IBM FileNet Capture Desktop - File Import Client Device Annual SW Subscription & Support	\$ 769.48	\$ 635.82
D049LLL	Client Device	IBM FileNet Capture-Advanced Doc Processing Client Device License + SW Subscription & Support 12 Months	\$ 6,131.17	\$ 5,066.16
D049MLL	Client Device	IBM FileNet Capture-Advanced Doc Processing Client Device SW Subscription & Support Reinstatement 12 Months	\$ 3,682.82	\$ 3,043.09
E04ZE1L	Client Device	IBM FileNet Capture-Advanced Doc Processing Client Device Annual SW Subscription & Support Renewal	\$ 1,224.18	\$ 1,011.53
D04ACLL	Client Device	IBM FileNet Capture-Documents Processing Client Device License + SW Subscription & Support 12 Months	\$ 2,314.62	\$ 1,912.56
D04ADLL	Client Device	IBM FileNet Capture-Documents Processing Client Device SW Subscription & Support Reinstatement 12 Months	\$ 1,388.77	\$ 1,147.54
E04ZSLL	Client Device	IBM FileNet Capture-Documents Processing Client Device Annual SW Subscription & Support	\$ 462.92	\$ 382.51
D04A8LL	Client Device	IBM FileNet Capture OCR-to-PDF Client Device License + SW Subscription & Support 12 Months	\$ 5,380.21	\$ 4,445.64
D04A9LL	Client Device	IBM FileNet Capture OCR-to-PDF Client Device SW Subscription & Support Reinstatement 12	\$ 3,230.18	\$ 2,669.08
E04ZQLL	Client Device	IBM FileNet Capture OCR-to-PDF Client Device Annual SW Subscription & Support Renewal	\$ 1,080.16	\$ 892.53
D04A4LL	Client Device	IBM FileNet Capture Toolkit Client Device License + SW Subscription & Support 12 Months	\$ 7,674.26	\$ 6,341.19
D04A5LL	Client Device	IBM FileNet Capture Toolkit Client Device SW Subscription & Support Reinstatement 12 Months	\$ 4,608.67	\$ 3,808.12
E04ZNL	Client Device	IBM FileNet Capture Toolkit Client Device Annual SW Subscription & Support Renewal	\$ 1,532.79	\$ 1,266.54
D04EVLL	User Value Unit	IBM FileNet Remote Capture Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 185.17	\$ 153.00
D04EYLL	User Value Unit	IBM FileNet Remote Capture Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 111.10	\$ 91.80
E051XLL	User Value Unit	IBM FileNet Remote Capture Authorized User Value Unit Annual SW Subscription & Support	\$ 37.03	\$ 30.60
E04XSLL	Server	IBM FileNet Capture Multi-Function Device Gateway Server Annual SW Subscription & Support Renewal	\$ 38,474.15	\$ 31,790.98
D04FPLL	User Value Unit	<a href="http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca71872/ENUSAP11-">http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca71872/ENUSAP11-</a> IBM Datacap Taskmaster Capture Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 7,993.16	\$ 6,604.70
D04HQLL	User Value Unit	IBM Datacap Taskmaster Capture Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 4,793.84	\$ 3,961.12
E04XTLL	User Value Unit	IBM Datacap Taskmaster Capture Authorized User Value Unit Annual SW Subscription & Support Renewal	\$ 1,594.52	\$ 1,317.54
D04FRLL	User Value Unit	IBM Datacap Taskmaster Capture Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 1,995.72	\$ 1,649.05
D04H5LL	User Value Unit	IBM Datacap Taskmaster Capture Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1,193.32	\$ 986.03
E04XULL	User Value Unit	IBM Datacap Taskmaster Capture Employee User Value Unit Annual SW Subscription & Support Renewal	\$ 399.14	\$ 329.81
D04H4ILL	User Value Unit	IBM Datacap Taskmaster Accounts Payable Capture Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 11,418.80	\$ 9,435.29
D04H4JLL	User Value Unit	IBM Datacap Taskmaster Accounts Payable Capture Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 6,851.28	\$ 5,661.17
E04XQLL	User Value Unit	IBM Datacap Taskmaster Accounts Payable Capture Authorized User Value Unit Annual SW Subscription & Support Renewal	\$ 2,283.76	\$ 1,887.06
D04H4KLL	User Value Unit	IBM Datacap Taskmaster Accounts Payable Capture Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 2,870.13	\$ 2,371.57

**Exhibit C1 - Product Listing**

DOH4LLL	User Value Unit	IBM Datacap Taskmaster Accounts Payable Capture Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1,717.96	\$ 1,419.54	
EOAXRLL	User Value Unit	IBM Datacap Taskmaster Accounts Payable Capture Employee User Value Unit Annual SW Subscription & Support Renewal	\$ 574.03	\$ 474.31	
DOH4VLL	User Value Unit	IBM Datacap Taskmaster Medical Claims Capture Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 11,418.80	\$ 9,435.29	
DOH4WLL	User Value Unit	IBM Datacap Taskmaster Medical Claims Capture Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 6,851.28	\$ 5,661.17	
EOAXWLL	User Value Unit	IBM Datacap Taskmaster Medical Claims Capture Authorized User Value Unit Annual SW Subscription & Support Renewal	\$ 2,283.76	\$ 1,887.06	
DOH4XLL	User Value Unit	IBM Datacap Taskmaster Medical Claims Capture Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 2,870.13	\$ 2,371.57	
DOH4YLL	User Value Unit	IBM Datacap Taskmaster Medical Claims Capture Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1,717.96	\$ 1,419.54	
EOAXXLL	User Value Unit	IBM Datacap Taskmaster Medical Claims Capture Employee User Value Unit Annual SW Subscription & Support Renewal	\$ 574.03	\$ 474.31	
DOIBQLL	Connection	IBM Datacap Taskmaster Capture for eMail and Electronic Documents per Connection License + SW Subscription & Support 12 Months	\$ 41,766.06	\$ 34,511.06	
DOIBRLL	Connection	IBM Datacap Taskmaster Capture for eMail and Electronic Documents pre Connection SW Subscription & Support Reinstatement 12 Months	\$ 25,100.78	\$ 20,740.64	
EOBM3LL	Connection	IBM Datacap Taskmaster Capture for eMail and Electronic Documents per Connection Annual SW Subscription & Support Renewal	\$ 8,353.21	\$ 6,902.21	
DOIBNLL	Connection	IBM Datacap Taskmaster Capture Fax Input per Connection License + SW Subscription & Support 12 Months	\$ 13,681.98	\$ 11,305.35	
DOIBPLL	Connection	IBM Datacap Taskmaster Capture Fax Input per Connection SW Subscription & Support Reinstatement 12 Months	\$ 8,209.19	\$ 6,783.21	
EOBM2LL	Connection	IBM Datacap Taskmaster Capture Fax Input per Connection Annual SW Subscription & Support Renewal	\$ 2,736.40	\$ 2,261.07	
DONP3LL	Processor Value Unit (PVU)	IBM Datacap Taskmaster Capture Connector for Fax Connection from Competitor (Kofax) Trade Up License + SW Subscription & Support 12 Months	\$ 6,820.42	\$ 5,635.67	
DONNZLL	Processor Value Unit (PVU)	IBM Datacap Taskmaster Accounts Payable Capture Authorized User Value Unit from Competitor (Kofax) Trade Up License + SW Subscription & Support 12 Months	\$ 5,729.97	\$ 4,734.65	
DOIBLLL	Connection	IBM Datacap Taskmaster Capture Connector for EMC Documentum per Connection License + SW Subscription & Support 12 Months	\$ 13,681.98	\$ 11,305.35	
DOIBMLL	Connection	IBM Datacap Taskmaster Capture Connector for EMC Documentum per Connection SW Subscription & Support Reinstatement 12 Months	\$ 8,209.19	\$ 6,783.21	
EOBM1LL	Connection	IBM Datacap Taskmaster Capture Connector for EMC Documentum per Connection Annual SW Subscription & Support Renewal	\$ 2,736.40	\$ 2,261.07	
DOIBULL	Connection	IBM Datacap Taskmaster Capture Connector for OpenText LiveLink per Connection License + SW Subscription & Support 12 Months	\$ 13,681.98	\$ 11,305.35	
DOIBVLL	Connection	IBM Datacap Taskmaster Capture Connector for OpenText LiveLink per Connection SW Subscription & Support Reinstatement 12 Months	\$ 8,209.19	\$ 6,783.21	
EOBM5LL	Connection	IBM Datacap Taskmaster Capture Connector for OpenText LiveLink per Connection Annual SW Subscription & Support Renewal	\$ 2,736.40	\$ 2,261.07	
DOIBSLL	Connection	IBM Datacap Taskmaster Capture Connector for Microsoft SharePoint per Connection License + SW Subscription & Support 12 Months	\$ 13,681.98	\$ 11,305.35	
DOIBTLL	Connection	IBM Datacap Taskmaster Capture Connector for Microsoft SharePoint per Connection SW Subscription & Support Reinstatement 12 Months	\$ 8,209.19	\$ 6,783.21	
EOBM4LL	Connection	IBM Datacap Taskmaster Capture Connector for Microsoft SharePoint per Connection Annual SW Subscription & Support Renewal	\$ 2,736.40	\$ 2,261.07	
		<a href="http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca9/897/ENUS212-">http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca9/897/ENUS212-</a>			

Product Announcement



Exhibit C1 - Product Listing

E0BLZLL	User Value Unit	IBM Datacap FastDoc Capture Employee User Value Unit Annual SW Subscription & Support	\$ 806.52	\$ 666.42	
	<a href="http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/1/897/EN">http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/1/897/EN</a>				
D0L3LLL	Processor Value Unit (PVU)	IBM Datacap Taskmaster Accounts Payable Capture Add On to Production Imaging Edition Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 3,374.20	\$ 2,788.09	
D0L3MILL	Processor Value Unit (PVU)	IBM Datacap Taskmaster Accounts Payable Capture Add On to Production Imaging Edition Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 2,026.58	\$ 1,674.55	
E0CQ1LL	Processor Value Unit (PVU)	IBM Datacap Taskmaster Accounts Payable Capture Add On to Production Imaging Edition Authorized User Value Unit Annual SW Subscription & Support Renewal	\$ 674.84	\$ 557.62	
D0L3PLL	Processor Value Unit (PVU)	IBM Datacap Taskmaster Accounts Payable Capture Add On to Production Imaging Edition Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 843.55	\$ 697.02	
D0L3QLL	Processor Value Unit (PVU)	IBM Datacap Taskmaster Accounts Payable Capture Add On to Production Imaging Edition Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 506.13	\$ 418.21	
E0CQ2LL	Processor Value Unit (PVU)	IBM Datacap Taskmaster Accounts Payable Capture Add On to Production Imaging Edition Employee User Value Unit Annual SW Subscription & Support Renewal	\$ 168.71	\$ 139.40	
D0L3BLL	Processor Value Unit (PVU)	IBM Datacap Taskmaster Accounts Payable Capture Add On to Taskmaster Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 3,374.20	\$ 2,788.09	
D0L3CLL	Processor Value Unit (PVU)	IBM Datacap Taskmaster Accounts Payable Capture Add On to Taskmaster Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 2,026.58	\$ 1,674.55	
E0CPWLL	Processor Value Unit (PVU)	IBM Datacap Taskmaster Accounts Payable Capture Add On to Taskmaster Authorized User Value Unit Annual SW Subscription & Support Renewal	\$ 674.84	\$ 557.62	
D0L3DLL	Processor Value Unit (PVU)	IBM Datacap Taskmaster Accounts Payable Capture Add On to Taskmaster Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 843.55	\$ 697.02	
D0L3ELL	Processor Value Unit (PVU)	IBM Datacap Taskmaster Accounts Payable Capture Add On to Taskmaster Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 506.13	\$ 418.21	
E0CPXLL	Processor Value Unit (PVU)	IBM Datacap Taskmaster Accounts Payable Capture Add On to Taskmaster Employee User Value Unit Annual SW Subscription & Support Renewal	\$ 168.71	\$ 139.40	
D0L3RLL	Processor Value Unit (PVU)	IBM Datacap Taskmaster Medical Claims Capture Add On to Production Imaging Edition Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 3,374.20	\$ 2,788.09	
D0L3SLL	Processor Value Unit (PVU)	IBM Datacap Taskmaster Medical Claims Capture Add On to Production Imaging Edition Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 2,026.58	\$ 1,674.55	
E0CQ3LL	Processor Value Unit (PVU)	IBM Datacap Taskmaster Medical Claims Capture Add On to Production Imaging Edition Authorized User Value Unit Annual SW Subscription & Support Renewal	\$ 674.84	\$ 557.62	
D0L3TLL	Processor Value Unit (PVU)	IBM Datacap Taskmaster Medical Claims Capture Add On to Production Imaging Edition Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 843.55	\$ 697.02	
D0L3UILL	Processor Value Unit (PVU)	IBM Datacap Taskmaster Medical Claims Capture Add On to Production Imaging Edition Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 506.13	\$ 418.21	
E0CQ4LL	Processor Value Unit (PVU)	IBM Datacap Taskmaster Medical Claims Capture Add On to Production Imaging Edition Employee User Value Unit Annual SW Subscription & Support Renewal	\$ 168.71	\$ 139.40	
D0L3FLL	Processor Value Unit (PVU)	IBM Datacap Taskmaster Medical Claims Capture Add On to Taskmaster Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 3,374.20	\$ 2,788.09	
D0L3GLL	Processor Value Unit (PVU)	IBM Datacap Taskmaster Medical Claims Capture Add On to Taskmaster Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 2,026.58	\$ 1,674.55	
E0CPYLL	Processor Value Unit (PVU)	IBM Datacap Taskmaster Medical Claims Capture Add On to Taskmaster Authorized User Value Unit Annual SW Subscription & Support Renewal	\$ 674.84	\$ 557.62	
D0L3HLL	Processor Value Unit (PVU)	IBM Datacap Taskmaster Medical Claims Capture Add On to Taskmaster Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 843.55	\$ 697.02	
D0L3ILL	Processor Value Unit (PVU)	IBM Datacap Taskmaster Medical Claims Capture Add On to Taskmaster Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 506.13	\$ 418.21	
E0CPZLL	Processor Value Unit (PVU)	IBM Datacap Taskmaster Medical Claims Capture Add On to Taskmaster Employee User Value Unit Annual SW Subscription & Support Renewal	\$ 168.71	\$ 139.40	

### Exhibit C1 - Product Listing

Product Announcement		<a href="http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=common/ssi/rep_ca/61872/ENUSAP12-TRADE_UP_MODELS">http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=common/ssi/rep_ca/61872/ENUSAP12-TRADE_UP_MODELS</a>						
DONNYLL	Processor Value Unit (PVU)	IBM Datacap Taskmaster Capture Authorized User Value Unit from Competitor (Kofax) Trade Up License + SW Subscription & Support 12 Months	\$	3,991.44	\$	3,298.10		
DONP4LL	Processor Value Unit (PVU)	IBM Datacap RuleRunner Enterprise Processor Value Unit (PVU) from Competitor (Kofax) Trade Up License + SW Subscription & Support 12 Months	\$	94.39	\$	77.99		
DONSP4LL	Processor Value Unit (PVU)	IBM Datacap Taskmaster Capture Connector for Microsoft SharePoint Connection from Competitor (Kofax) Trade Up License + SW Subscription & Support 12 Months	\$	6,820.42	\$	5,635.67		
DONSQLL	Processor Value Unit (PVU)	IBM Datacap Taskmaster Capture Connector for Open Text LiveLink Connection from Competitor (Kofax) Trade Up License + SW Subscription & Support 12 Months	\$	6,820.42	\$	5,635.67		
DONSNLL	Processor Value Unit (PVU)	IBM Datacap Taskmaster Capture Connector for EMC Documentum Connection from Competitor (Kofax) Trade Up License + SW Subscription & Support 12 Months	\$	6,820.42	\$	5,635.67		
DONPOLL	Processor Value Unit (PVU)	IBM Datacap Taskmaster Capture Connector for eMail and Electronic Documents Connection from Competitor (Kofax) Trade Up License + SW Subscription & Support 12 Months	\$	20,985.90	\$	17,340.53		
DONN4LL	Processor Value Unit (PVU)	IBM Datacap Taskmaster Medical Claims Capture Authorized User Value Unit from Competitor (Kofax) Trade Up License + SW Subscription & Support 12 Months	\$	5,729.97	\$	4,734.65		
DONNZLL	Processor Value Unit (PVU)	IBM Datacap Taskmaster Accounts Payable Capture Authorized User Value Unit from Competitor (Kofax) Trade Up License + SW Subscription & Support 12 Months	\$	5,729.97	\$	4,734.65		
<b>Product Announcement</b>								
D16S7LL	user value unit	<a href="http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=common/ssi/rep_ca/41897/ENUS214-IBM_DATACAP_ACCOUNTS_PAYABLE_OCCASIONAL_AUVU_LIC_SW_S&amp;S_12_MO">http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=common/ssi/rep_ca/41897/ENUS214-IBM_DATACAP_ACCOUNTS_PAYABLE_OCCASIONAL_AUVU_LIC_SW_S&amp;S_12_MO</a>	\$	1,386.77	\$	1,147.54		<a href="http://www-03.ibm.com/software/sla/sladb.nsf/lookup/F49648FB7AB5666238525795503C2E582?openocument&amp;mpil_select=A2M4FB3173EE846285257965003CE852">http://www-03.ibm.com/software/sla/sladb.nsf/lookup/F49648FB7AB5666238525795503C2E582?openocument&amp;mpil_select=A2M4FB3173EE846285257965003CE852</a>
D16S8LL	user value unit	IBM DATACAP ACCOUNTS PAYABLE OCCASIONAL AUVU SW S&S REINSTATE 12 MO	\$	833.26	\$	688.52		
E0K29LL	user value unit	IBM DATACAP ACCOUNTS PAYABLE OCCASIONAL AUVU ANNUAL SW S&S RNWL	\$	277.75	\$	229.51		
D16S9LL	user value unit	IBM DATACAP MEDICAL CLAIMS OCCASIONAL AUVU LIC + SW S&S 12 MO	\$	1,386.77	\$	1,147.54		
D16S4LL	user value unit	IBM DATACAP MEDICAL CLAIMS OCCASIONAL AUVU SW S&S REINSTATE 12 MO	\$	833.26	\$	688.52		
E0K2ALL	user value unit	IBM DATACAP MEDICAL CLAIMS OCCASIONAL AUVU ANNUAL SW S&S RNWL	\$	277.75	\$	229.51		
D16S3LL	user value unit	IBM DATACAP 1000 EXTERNAL_PACK USER VALUE UNIT LIC + SW S&S 12 MO	\$	5,143.60	\$	4,250.13		
D16S4LL	user value unit	IBM DATACAP 1000 EXTERNAL_PACK USER VALUE UNIT SW S&S REINSTATE 12 MO	\$	3,086.16	\$	2,550.08		
E0K27LL	user value unit	IBM DATACAP 1000 EXTERNAL_PACK USER VALUE UNIT ANNUAL SW S&S RNWL	\$	1,028.72	\$	850.03		
D16S5LL	resource value unit	IBM DATACAP NETWORK SCANNING DEVICE RVU LIC + SW S&S 12 MO	\$	969.05	\$	800.72		
D16S6LL	resource value unit	IBM DATACAP NETWORK SCANNING DEVICE RVU SW S&S REINSTATE 12 MO	\$	581.23	\$	480.26		
E0K28LL	resource value unit	IBM DATACAP NETWORK SCANNING DEVICE RVU ANNUAL SW S&S RNWL	\$	193.40	\$	159.80		
D16RP4LL	user value unit	IBM DATACAP OCCASIONAL AUTHORIZED UVU LIC + SW S&S 12 MO	\$	969.05	\$	800.72		
D16R0LL	user value unit	IBM DATACAP OCCASIONAL AUTHORIZED UVU SW S&S REINSTATE 12 MO	\$	581.23	\$	480.26		
E0K20LL	user value unit	IBM DATACAP OCCASIONAL AUTHORIZED UVU ANNUAL SW S&S RNWL	\$	193.40	\$	159.80		
D16RR4LL	user value unit	IBM DATACAPMOBILE AUTHORIZED UVU LIC + SW S&S 12 MO	\$	102.87	\$	85.00		
D16RS4LL	user value unit	IBM DATACAPMOBILE AUTHORIZED UVU SW S&S REINSTATE 12 MO	\$	61.72	\$	51.00		
E0K21LL	user value unit	IBM DATACAPMOBILE AUTHORIZED UVU ANNUAL SW S&S RNWL	\$	20.57	\$	17.00		
D16R4LL	user value unit	IBM DATACAPMOBILE EMPLOYEE UVU LIC + SW S&S 12 MO	\$	24.69	\$	20.40		
D16R4VLL	user value unit	IBM DATACAPMOBILE EMPLOYEE UVU SW S&S REINSTATE 12 MO	\$	14.81	\$	12.24		
E0K23LL	user value unit	IBM DATACAPMOBILE EMPLOYEE UVU ANNUAL SW S&S RNWL	\$	4.94	\$	4.08		
<b>Product Announcement</b>								
D04AVLL	User Value Unit	<a href="http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=common/ssi/rep_ca/71872/ENUSAP11-IBM_FiReNet_Content_Manager_Authorized_User_Value_Unit_License_SW_Subscription_Support_12_Months">http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=common/ssi/rep_ca/71872/ENUSAP11-IBM_FiReNet_Content_Manager_Authorized_User_Value_Unit_License_SW_Subscription &amp; Support 12 Months</a>	\$	921.73	\$	761.62		<a href="http://www-03.ibm.com/software/sla/sladb.nsf/lookup/1A935DEA1CA8FC8B852577E000477B8A?openocument&amp;mpil_select=844A0C531DEC2B0C852577E000477B88">http://www-03.ibm.com/software/sla/sladb.nsf/lookup/1A935DEA1CA8FC8B852577E000477B8A?openocument&amp;mpil_select=844A0C531DEC2B0C852577E000477B88</a>
D04AV4LL	User Value Unit	IBM FiReNet Content Manager Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$	553.45	\$	457.31		

Exhibit C1 - Product Listing

E0601LL	User Value Unit	IBM FileNet Content Manager Authorized User Value Unit Annual SW Subscription & Support	\$ 184.14	\$ 152.15	
D04AKLL	User Value Unit	IBM FileNet Content Manager Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 460.87	\$ 380.81	
D04ALLL	User Value Unit	IBM FileNet Content Manager Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 276.73	\$ 228.66	
E04ZWLL	User Value Unit	IBM FileNet Content Manager Employee User Value Unit Annual SW Subscription & Support	\$ 92.07	\$ 76.08	
D11JVLL	resource value unit	IBM FileNet Content Manager Eligible Participant Resource Value Unit License + SW Subscription & Support 12 Months	\$ 4.37	\$ 3.61	
D11JWLL	resource value unit	IBM FileNet Content Manager Eligible Participant Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 2.62	\$ 2.17	
E0IEZLL	resource value unit	IBM FileNet Content Manager Eligible Participant Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 0.89	\$ 0.74	
D09W9LL	User Value Unit	IBM FileNet Content Manager Authorized Linux on System z User Value Unit License + SW Subscription & Support 12 Months	\$ 921.73	\$ 761.62	
D09W4LL	User Value Unit	IBM FileNet Content Manager Authorized Linux on System z User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 553.45	\$ 457.31	
E07AYLL	User Value Unit	IBM FileNet Content Manager Authorized Linux on System z User Value Unit SW Subscription & Support Renewal	\$ 184.14	\$ 152.15	
D09W8LL	User Value Unit	IBM FileNet Content Manager Employee Linux on System z User Value Unit License + SW Subscription & Support 12 Months	\$ 460.87	\$ 380.81	
D09W9LL	User Value Unit	IBM FileNet Content Manager Employee Linux on System z User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 276.73	\$ 228.66	
E07AZLL	User Value Unit	IBM FileNet Content Manager Employee Linux on System z User Value Unit SW Subscription & Support Renewal	\$ 92.07	\$ 76.08	
D11K0LL	resource value unit	IBM FileNet Content Manager Eligible Participant Linux on System z Resource Value Unit License + SW Subscription & Support 12 Months	\$ 4.37	\$ 3.61	
D11K1LL	resource value unit	IBM FileNet Content Manager Eligible Participant Linux on System z Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 2.62	\$ 2.17	
E0IF0LL	resource value unit	IBM FileNet Content Manager Eligible Participant Linux on System z Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 0.91	\$ 0.75	
		<a href="http://www-01.ibm.com/common/ssi/showdoc.wss?docURL=/common/ssi/rep_ca/8/899/ENUSLP10-Subscriptions+Support+12+Months">http://www-01.ibm.com/common/ssi/showdoc.wss?docURL=/common/ssi/rep_ca/8/899/ENUSLP10-Subscriptions+Support+12+Months</a>			
D0AR8LL	User Value Unit	IBM FileNet Content Manager Starter Pack Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 447.49	\$ 369.76	
D0AR9LL	User Value Unit	IBM FileNet Content Manager Starter Pack Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 268.50	\$ 221.86	
E07MQLL	User Value Unit	IBM FileNet Content Manager Starter Pack Authorized User Value Unit Annual SW Subscription & Support Renewal	\$ 89.50	\$ 73.95	
D0AR1LL	User Value Unit	IBM FileNet Content Manager Authorized User Value Unit from FileNet Content Mgr Starter Pack Authorized UVU Trade Up License + SW Subscription & Support 12 Months	\$ 451.61	\$ 373.16	
DOCZ1LL	User Value Unit	IBM FileNet Content Manager Authorized User Value Unit from Content Manager for iSeries Authorized User Trade Up License + SW Subscription & Support 12 Months	\$ 360.05	\$ 297.51	
DOCZRLL	User Value Unit	IBM FileNet Content Manager Authorized Linux on System z User Value Unit from Content Manager for iSeries Authorized User Trade Up License + SW Subscription & Support 12 Months	\$ 360.05	\$ 297.51	
DOCRBLL	User Value Unit	IBM FileNet Content Manager Authorized User Value Unit from FileNet Content Services Authorized User Value Unit Trade Up License + SW Subscription & Support 12 Months	\$ 451.61	\$ 373.16	
DOCRCLL	User Value Unit	IBM FileNet Content Manager Employee User Value Unit from FileNet Content Services Employee User Value Unit Trade Up License + SW Subscription & Support 12 Months	\$ 225.29	\$ 186.16	
DOO2QLL	User Value Unit	IBM FileNet Content Manager Authorized Linux on System z User Value Unit from IBM FileNet Image Services Trade Up License + SW Subscription & Support 12 Months	\$ 627.52	\$ 518.52	
DOO2RLL	User Value Unit	IBM FileNet Content Manager Employee Linux on System z User Value Unit from IBM FileNet Image Services Trade Up License + SW Subscription & Support 12 Months	\$ 313.76	\$ 259.26	
DOO46LL	User Value Unit	IBM FileNet Content Manager Authorized User Value Unit from IBM FileNet Image Services Trade Up License + SW Subscription & Support 12 Months	\$ 627.52	\$ 518.52	

**Exhibit C1 - Product Listing**

D0Q47LL	User Value Unit	IBM FileNet Content Manager Employee User Value Unit from IBM FileNet Image Services Trade Up License + SW Subscription & Support 12 Months	\$ 313.76	\$ 259.26		
D11UULL	resource value unit	IBM FileNet Content Manager Eligible Participant Resource Value Unit from FileNet Image Services Trade Up License + SW Subscription & Support 12 Months	\$ 3.03	\$ 2.51		
D11JULL	resource value unit	IBM FileNet Content Manager Eligible Participant Resource Value Unit from FileNet Content Services Trade Up License + SW Subscription & Support 12 Months	\$ 2.11	\$ 1.74		
D11K2LL	resource value unit	IBM FileNet Content Manager Eligible Participant Linux on System z Resource Value Unit from FileNet Image Services Trade Up License + SW Subscription & Support 12 Months	\$ 3.03	\$ 2.51		
D11K4LL	resource value unit	IBM FileNet Content Manager Eligible Participant Linux on System z Resource Value Unit from FileNet Content Services Trade Up License + SW Subscription & Support 12 Months	\$ 2.11	\$ 1.74		
	<b>Product Announcement</b>	<a href="http://www-01.ibm.com/common/ssi/ShowDoc.jsp?docURL=/common/ssi/rep_ca/9/899/ENJUSLP11-">http://www-01.ibm.com/common/ssi/ShowDoc.jsp?docURL=/common/ssi/rep_ca/9/899/ENJUSLP11-</a>				
D0N7MILL	Virtual Server	IBM FileNet Content Engine Bulk Import Tool Virtual Server License + SW Subscription & Support 12 Months	\$ 76,742.56	\$ 63,411.95		<a href="http://www-03.ibm.com/software/sla/sladb.nsf/lookup/349C8F7DAD37543600257538004B78A6?opendocument&amp;amp;.il_select=B9E1E7FA94632F900257538004B7883">http://www-03.ibm.com/software/sla/sladb.nsf/lookup/349C8F7DAD37543600257538004B78A6?opendocument&amp;amp;.il_select=B9E1E7FA94632F900257538004B7883</a>
D0N7NLL	Virtual Server	IBM FileNet Content Engine Bulk Import Tool Virtual Server SW Subscription & Support Reinstatement 12 Months	\$ 46,086.68	\$ 38,081.17		
E0DA5LL	Virtual Server	IBM FileNet Content Engine Bulk Import Tool Virtual Server Annual SW Subscription & Support Renewal 12 Months	\$ 15,327.94	\$ 12,665.39		
D0N7PLL	Virtual Server	IBM FileNet Content Engine Bulk Import Tool Non-Production Virtual Server License + SW Subscription & Support 12 Months	\$ 38,474.15	\$ 31,790.98		
D0N7QLL	Virtual Server	IBM FileNet Content Engine Bulk Import Tool Non-Production Virtual Server SW Subscription & Support Reinstatement 12 Months	\$ 23,043.34	\$ 19,040.58		
E0DA6LL	Virtual Server	IBM FileNet Content Engine Bulk Import Tool Non-Production Virtual Server Annual SW Subscription & Support Renewal 12 Months	\$ 7,694.83	\$ 6,358.20		
	<b>Product Announcement</b>	<a href="http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/0/877/ENUSZP08-">http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/0/877/ENUSZP08-</a>				
E053DLL	Client Device	IBM FileNet eForms Desktop Client Device Annual SW Subscription & Support Renewal	\$ 3.09	\$ 2.55		
E050LLL	User Value Unit	IBM FileNet eForms for P8 Authorized User Value Unit Annual SW Subscription & Support	\$ 67.38	\$ 55.68		
E079WLL	User Value Unit	IBM DB2 IBM FileNet eForms for P8 Ext User Linux on System z User Value Unit Annual SW Subscription & Support Renewal	\$ 0.36	\$ 0.30		
E07A1LL	User Value Unit	IBM FileNet eForms for P8 Authorized for P8 Linux on System z User Value Unit Annual SW Subscription & Support Renewal	\$ 67.38	\$ 55.68		
E07A3LL	User Value Unit	IBM DB2 IBM FileNet eForms for P8 Employee Linux on System z User Value Unit Annual SW Subscription & Support Renewal	\$ 33.95	\$ 28.05		
E0537LL	User Value Unit	IBM FileNet eForms for P8 Ext User Value Unit Annual SW Subscription & Support	\$ 0.36	\$ 0.30		
E0539LL	User Value Unit	IBM FileNet eForms for P8 Employee User Value Unit Annual SW Subscription & Support	\$ 33.95	\$ 28.05		
D04SMILL	Processor Value Unit (PVU)	IBM Forms Viewer Authorized User from FileNet eForms Desktop Trade Up License + SW Subscription & Support 12 Months	\$ 74.58	\$ 61.63		
D04S7LL	Processor Value Unit (PVU)	IBM Forms Designer Authorized User Trade Up from FileNet eForms Designer License + SW Subscription & Support 12 Months	\$ 433.09	\$ 357.86		
E0296LL	Processor Value Unit (PVU)	IBM Forms Designer Authorized User Annual SW Subscription & Support Renewal	\$ 172.83	\$ 142.80		
E0295LL	Processor Value Unit (PVU)	IBM Forms Viewer Authorized User Annual SW Subscription & Support Renewal 12 Months	\$ 29.83	\$ 24.65		
	<b>Product Announcement</b>	<a href="http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/9/897/ENUS211-">http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/9/897/ENUS211-</a>				
D04KJLL	User Value Unit	IBM FileNet Image Manager Active Edition Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 2,767.26	\$ 2,286.57		<a href="http://www-03.ibm.com/software/sla/sladb.nsf/lookup/316A105CC6140B0970025748C004DD137?opendocument&amp;amp;.il_select=0518418C036732C50025748C004DD115">http://www-03.ibm.com/software/sla/sladb.nsf/lookup/316A105CC6140B0970025748C004DD137?opendocument&amp;amp;.il_select=0518418C036732C50025748C004DD115</a>
D04KKLL	User Value Unit	IBM FileNet Image Manager Active Edition Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1,656.24	\$ 1,368.54		
E054ULL	User Value Unit	IBM FileNet Image Manager Active Edition Authorized User Value Unit Annual SW Subscription & Support Renewal	\$ 553.45	\$ 457.31		
D04K3LL	User Value Unit	IBM FileNet Image Manager Active Edition Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 1,368.77	\$ 1,147.54		



Exhibit C1 - Product Listing

D04K4LL	User Value Unit	IBM FileNet Image Manager Active Edition Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 833.26	\$ 688.52		
E054LLL	User Value Unit	IBM FileNet Image Manager Active Edition Employee User Value Unit Annual SW Subscription & Support Renewal	\$ 277.75	\$ 229.51		
D04K1LL	User Value Unit	IBM FileNet Image Manager Active Edition Ext User User Value Unit License + SW Subscription & Support 12 Months	\$ 13.84	\$ 11.43		
D04K2LL	User Value Unit	IBM FileNet Image Manager Active Edition Ext User User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 8.28	\$ 6.84		
E054KLL	User Value Unit	IBM FileNet Image Manager Active Edition Ext User User Value Unit Annual SW Subscription & Support Renewal	\$ 2.78	\$ 2.30		
D04JALL	User Value Unit	IBM FileNet Image Manager Active Edition Add-On Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 2,211.75	\$ 1,827.56		<a href="http://www-03.ibm.com/software/sia/siadb.nsf/lookup/316A105C6140B0970025748C004DD137?opendocument&amp;amp;.l.select=0518418C036732C50025748C004DD115">http://www-03.ibm.com/software/sia/siadb.nsf/lookup/316A105C6140B0970025748C004DD137?opendocument&amp;amp;.l.select=0518418C036732C50025748C004DD115</a>
D04JBL	User Value Unit	IBM FileNet Image Manager Active Edition Add-On Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1,327.05	\$ 1,096.53		
E0545LL	User Value Unit	IBM FileNet Image Manager Active Edition Add-On Authorized User Value Unit Annual SW Subscription & Support Renewal	\$ 442.35	\$ 365.51		
D04JELL	User Value Unit	IBM FileNet Image Manager Active Edition Add-on Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 1,100.73	\$ 909.53		
D04JFLL	User Value Unit	IBM FileNet Image Manager Active Edition Add-on Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 660.44	\$ 545.72		
E0547LL	User Value Unit	IBM FileNet Image Manager Active Edition Add-on Employee User Value Unit Annual SW Subscription & Support Renewal	\$ 220.15	\$ 181.91		
D04JCLL	User Value Unit	IBM FileNet Image Manager Active Edition Add-on Ext User User Value Unit License + SW Subscription & Support 12 Months	\$ 11.06	\$ 9.14		
D04JDLL	User Value Unit	IBM FileNet Image Manager Active Edition Add-on Ext User User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 6.64	\$ 5.48		
E0546LL	User Value Unit	IBM FileNet Image Manager Active Edition Add-on Ext User User Value Unit Annual SW Subscription & Support Renewal	\$ 2.21	\$ 1.83		
D09V4LL	User Value Unit	IBM FileNet Image Manager Active Edition Authorized Linux on System z User Value Unit License + SW Subscription & Support 12 Months	\$ 2,767.26	\$ 2,286.57		
D09V5LL	User Value Unit	IBM FileNet Image Manager Active Edition Authorized Linux on System z User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1,656.24	\$ 1,368.54		<a href="http://www-03.ibm.com/software/sia/siadb.nsf/lookup/316A105C6140B0970025748C004DD137?opendocument&amp;amp;.l.select=0518418C036732C50025748C004DD115">http://www-03.ibm.com/software/sia/siadb.nsf/lookup/316A105C6140B0970025748C004DD137?opendocument&amp;amp;.l.select=0518418C036732C50025748C004DD115</a>
E07AFLL	User Value Unit	IBM FileNet Image Manager Active Edition Authorized Linux on System z User Value Unit SW Subscription & Support Renewal	\$ 553.45	\$ 457.31		
D09VELL	User Value Unit	IBM FileNet Image Mgr Active Edition Employee Linux on System z User Value Unit License + SW Subscription & Support 12 Months	\$ 1,388.77	\$ 1,147.54		
D09VFL	User Value Unit	IBM FileNet Image Manager Active Edition Employee Linux on System z User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 833.26	\$ 688.52		
E07AKLL	User Value Unit	IBM FileNet Image Mgr Active Ed Employee Linux on System z User Value Unit SW Subscription & Support Renewal	\$ 277.75	\$ 229.51		
D09VPLL	User Value Unit	IBM FileNet Image Manager Active Edition External Linux on System z User Value Unit License + SW Subscription & Support 12 Months	\$ 13.84	\$ 11.43		
D09VQLL	User Value Unit	IBM FileNet Image Manager Active Edition External Linux on System z User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 8.28	\$ 6.84		
E07AQLL	User Value Unit	IBM FileNet Image Manager Active Ed External User Linux on System z User Value Unit SW Subscription & Support Renewal	\$ 2.78	\$ 2.30		
D09VULL	User Value Unit	IBM FileNet Image Manager Active Edition Add-On Authorized Linux on System z User Value Unit License + SW Subscription & Support 12 Months	\$ 2,211.75	\$ 1,827.56		<a href="http://www-03.ibm.com/software/sia/siadb.nsf/lookup/316A105C6140B0970025748C004DD137?opendocument&amp;amp;.l.select=0518418C036732C50025748C004DD115">http://www-03.ibm.com/software/sia/siadb.nsf/lookup/316A105C6140B0970025748C004DD137?opendocument&amp;amp;.l.select=0518418C036732C50025748C004DD115</a>
D09VWLL	User Value Unit	IBM FileNet Image Manager Active Edition Add-On Authorized Linux on System z User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1,327.05	\$ 1,096.53		
E07ATLL	User Value Unit	IBM FileNet Image Mgr Active Ed Add-On Authorized Linux on System z User Value Unit Annual SW Subscription & Support Renewal	\$ 442.35	\$ 365.51		

Exhibit C1 - Product Listing

D09VZLL	User Value Unit	IBM FileNet Image Manager Active Edition Add-on Employee Linux on System z User Value Unit License + SW Subscription & Support 12 Months	\$ 1,100.73	\$	909.53	
D09W0LL	User Value Unit	IBM FileNet Image Manager Active Edition Add-on Employee Linux on System z User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 660.44	\$	545.72	
E07AVLL	User Value Unit	IBM FileNet Image Manager Active Ed Add-on Employee Linux on System z User Value Unit SW Subscription & Support Renewal	\$ 220.15	\$	181.91	
D09W7LL	User Value Unit	IBM FileNet Image Manager Active Edition Add-on External Linux on System z User Value Unit License + SW Subscription & Support 12 Months	\$ 11.06	\$	9.14	
D09WALL	User Value Unit	IBM FileNet Image Manager Active Edition Add-on External Linux on System z User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 6.64	\$	5.48	
E07B0LL	User Value Unit	IBM FileNet Image Mgr Active Ed Add-on Ext User Linux on System z User Value Unit SW Subscription & Support Renewal	\$ 2.21	\$	1.83	
D0Q2WLL	User Value Unit	IBM FileNet Image Manager Active Edition Authorized User Value Unit from IBM FileNet Image Services Trade Up License + SW Subscription & Support 12 Months	\$ 1,049.30	\$	867.03	
D0Q2XLL	User Value Unit	IBM FileNet Image Manager Active Edition Employees User Value Unit from IBM FileNet Image Services Trade Up License + SW Subscription & Support 12 Months	\$ 526.70	\$	435.21	
D0Q2YLL	User Value Unit	IBM FileNet Image Manager Active Edition External User Value Unit from IBM FileNet Image Services Trade Up License + SW Subscription & Support 12 Months	\$ 5.14	\$	4.25	
D0Q49LL	User Value Unit	IBM FileNet Image Manager Active Edition Authorized Linux on System z User Value Unit from IBM FileNet Image Services Trade Up License + SW Subscription & Support 12 Months	\$ 1,049.30	\$	867.03	
D0Q4ALL	User Value Unit	IBM FileNet Image Manager Active Edition Employee Linux on System z User Value Unit from IBM FileNet Image Services Trade Up License + SW Subscription & Support 12 Months	\$ 526.70	\$	435.21	
D0Q4BLL	User Value Unit	IBM FileNet Image Manager Active Edition External Linux on System z User Value Unit from IBM FileNet Image Services Trade Up License + SW Subscription & Support 12 Months	\$ 5.14	\$	4.25	
		<a href="http://www-01.ibm.com/common/ssi/ShowDoc.wss?docurl=icommom/ssi/rep_ca9/897/ENUS211-01.ibm.com/software/sia/siadb.nsf/lookup/22E3B165DB79395C8525786C004084A0?opendocument&amp;amp;.il_select=OAOB98CA0B597AB78525788C0040947B">http://www-01.ibm.com/common/ssi/ShowDoc.wss?docurl=icommom/ssi/rep_ca9/897/ENUS211-01.ibm.com/software/sia/siadb.nsf/lookup/22E3B165DB79395C8525786C004084A0?opendocument&amp;amp;.il_select=OAOB98CA0B597AB78525788C0040947B</a>				
D04I3LL	User Value Unit	IBM FileNet Image Services Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 2,211.75	\$	1,827.56	
D04I4LL	User Value Unit	IBM FileNet Image Services Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1,327.05	\$	1,096.53	
E053KLL	User Value Unit	IBM FileNet Image Services Authorized User Value Unit Annual SW Subscription & Support	\$ 442.35	\$	365.51	
D04CGLL	User Value Unit	IBM FileNet Image Services Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 1,100.73	\$	909.53	
D04CHLL	User Value Unit	IBM FileNet Image Services Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 660.44	\$	545.72	
E050PLL	User Value Unit	IBM FileNet Image Services Employee User Value Unit Annual SW Subscription & Support	\$ 220.15	\$	181.91	
D04CILL	User Value Unit	IBM FileNet Image Services Ext User User Value Unit License + SW Subscription & Support 12 Months	\$ 11.06	\$	9.14	
D04CJLL	User Value Unit	IBM FileNet Image Services Ext User User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 6.64	\$	5.48	
E050QLL	User Value Unit	IBM FileNet Image Services Ext User User Value Unit Annual SW Subscription & Support	\$ 2.21	\$	1.83	
D04CELL	Server	IBM FileNet Archive to Image Services Server License + SW Subscription & Support 12 Months	\$ 38,474.15	\$	31,790.98	
D04FLL	Server	IBM FileNet Archive to Image Services Server SW Subscription & Support Reinstatement 12 Months	\$ 23,043.34	\$	19,040.58	
E050NLL	Server	IBM FileNet Archive to Image Services Server Annual SW Subscription & Support Renewal	\$ 7,694.83	\$	6,358.20	
D04IKLL	Client Device	IBM FileNet Image Services Toolkit Client Device License + SW Subscription & Support 12 Months	\$ 18,516.97	\$	15,300.47	
D04JLL	Client Device	IBM FileNet Image Services Toolkit Client Device SW Subscription & Support Reinstatement 12 Months	\$ 11,110.18	\$	9,180.28	
E054ALL	Client Device	IBM FileNet Image Services Toolkit Client Device Annual SW Subscription & Support Renewal	\$ 3,703.39	\$	3,060.09	
E0549LL	Server	IBM FileNet Image Services Data Archive Solution Server Annual SW Subscription & Support	\$ 10,698.69	\$	8,840.27	
D04JGLL	Install	IBM FileNet Image Services-COLD Install License + SW Subscription & Support 12 Months	\$ 73,759.27	\$	60,946.87	

Exhibit C1 - Product Listing

D04JHLL	Install	IBM FileNet Image Services-COLD Install SW Subscription & Support Reinstatement 12 Months	\$ 44,234.99	\$ 36,551.12			<a href="http://www-03.ibm.com/software/sla/sladb.nsf/lookup/22E3E165DB79395C8525788C004084A0?opendocument&amp;amp;.il_select=OAU898CA0B597AB78525788C0040847B">http://www-03.ibm.com/software/sla/sladb.nsf/lookup/22E3E165DB79395C8525788C004084A0?opendocument&amp;amp;.il_select=OAU898CA0B597AB78525788C0040847B</a>
E0548LL	Install	IBM FileNet Image Services-COLD Install Annual SW Subscription & Support Renewal	\$ 14,710.70	\$ 12,155.37			
D04CPLL	Install	IBM FileNet Image Services COLD Non-Prod Install License + SW Subscription & Support 12 Months	\$ 36,828.20	\$ 30,430.93			
D04CQLL	Install	IBM FileNet Image Services COLD Non-Prod Install SW Subscription & Support Reinstatement 12 Months	\$ 22,117.49	\$ 18,275.56			
E050TLL	Install	IBM FileNet Image Services COLD Non-Prod Install Annual SW Subscription & Support Renewal	\$ 7,365.64	\$ 6,086.19			
D04CBLL	Client Device	IBM FileNet Image Services Web Services/IDM Toolkit Client Device License + SW Subscription & Support 12 Months	\$ 11,418.80	\$ 9,435.29			<a href="http://www-03.ibm.com/software/sla/sladb.nsf/lookup/22E3E165DB79395C8525788C004084A0?opendocument&amp;amp;.il_select=OAU898CA0B597AB78525788C0040847B">http://www-03.ibm.com/software/sla/sladb.nsf/lookup/22E3E165DB79395C8525788C004084A0?opendocument&amp;amp;.il_select=OAU898CA0B597AB78525788C0040847B</a>
D04CDLL	Client Device	IBM FileNet Image Services Web Services/IDM Toolkit Client Device SW Subscription & Support Reinstatement 12 Months	\$ 6,851.28	\$ 5,661.17			
E050MILL	Client Device	IBM FileNet Image Services Web Services/IDM Toolkit Client Device Annual SW Subscription & Support Renewal	\$ 2,283.76	\$ 1,887.06			
D04C6LL	Server	IBM FileNet Image Services Resource Adapter Professional Edition Server License + SW Subscription & Support 12 Months	\$ 15,327.94	\$ 12,665.39			<a href="http://www-03.ibm.com/software/sla/sladb.nsf/lookup/D05190DC2DC9C79D002575000007F7891?opendocument&amp;amp;.il_select=4074F357D81BD696002575000007F787A">http://www-03.ibm.com/software/sla/sladb.nsf/lookup/D05190DC2DC9C79D002575000007F7891?opendocument&amp;amp;.il_select=4074F357D81BD696002575000007F787A</a>
D04C7LL	Server	IBM FileNet Image Services Resource Adapter Professional Edition Server SW Subscription & Support Reinstatement 12 Months	\$ 9,196.76	\$ 7,599.23			
E050JLL	Server	IBM FileNet Image Services Resource Adapter Professional Edition Server Annual SW Subscription & Support Renewal	\$ 3,065.59	\$ 2,533.08			
D04CVLL	Server	IBM FileNet Image Services Resource Adapter Professional Edition Non-Prod Server License + SW Subscription & Support 12 Months	\$ 7,674.26	\$ 6,341.19			
D04CWLL	Server	IBM FileNet Image Services Resource Adapter Professional Edition Non-Prod Server SW Subscription & Support Reinstatement 12 Months	\$ 4,608.67	\$ 3,808.12			
E050WLL	Server	IBM FileNet Image Services Resource Adapter Professional Edition Non-Prod Server Annual SW Subscription & Support Renewal	\$ 1,532.79	\$ 1,266.54			
D04C8LL	Server	IBM FileNet Image Services Resource Adapter View Edition Server License + SW Subscription & Support 12 Months	\$ 3,847.42	\$ 3,179.10			
D04CALL	Server	IBM FileNet Image Services Resource Adapter View Edition Server SW Subscription & Support Reinstatement 12 Months	\$ 2,304.33	\$ 1,904.06			
E050KLL	Server	IBM FileNet Image Services Resource Adapter View Edition Server Annual SW Subscription & Support Renewal	\$ 769.48	\$ 635.82			
D04CRLl	Server	IBM FileNet Image Services Resource Adapter View Edition Non-Prod Server License + SW Subscription & Support 12 Months	\$ 1,913.42	\$ 1,581.05			
D04CSLL	Server	IBM FileNet Image Services Resource Adapter View Edition Non-Prod Server SW Subscription & Support Reinstatement 12 Months	\$ 1,152.17	\$ 952.03			
E050ULL	Server	IBM FileNet Image Services Resource Adapter View Edition Non-Prod Server Annual SW Subscription & Support Renewal	\$ 382.68	\$ 316.21			
D09WWLL	Server	IBM FileNet Image Services Resource Adapter Professional Edition Linux on System z Server License + SW Subscription & Support 12 Months	\$ 15,327.94	\$ 12,665.39			
D09WXLL	Server	IBM FileNet Image Services Resource Adapter Professional Edition Linux on System z Server SW Subscription & Support Reinstatement 12 Months	\$ 9,196.76	\$ 7,599.23			
E07BALL	Server	IBM FileNet Image Services Resource Adapter Professional Edition Linux on System z Server Annual SW Subscription & Support Renewal	\$ 3,065.59	\$ 2,533.08			
D09WYLL	Server	IBM FileNet ISRA Professional Edition Non-Prod Linux on System z Server License + SW Subscription & Support 12 Months	\$ 7,674.26	\$ 6,341.19			
D09XOLL	Server	IBM FileNet ISRA Professional Edition Non-Prod Linux on System z Server SW Subscription & Support Reinstatement 12 Months	\$ 4,608.67	\$ 3,808.12			
E07BBLl	Server	IBM FileNet ISRA Professional Edition Non-Prod Linux on System z Server SW Subscription & Support Renewal	\$ 1,532.79	\$ 1,266.54			
D09WZLL	Server	IBM FileNet Image Services Resource Adapter View Edition Linux on System z Server License + SW Subscription & Support 12 Months	\$ 3,847.42	\$ 3,179.10			<a href="http://www-03.ibm.com/software/sla/sladb.nsf/lookup/D05190DC2DC9C79D002575000007F7891?opendocument&amp;amp;.il_select=4074F357D81BD696002575000007F787A">http://www-03.ibm.com/software/sla/sladb.nsf/lookup/D05190DC2DC9C79D002575000007F7891?opendocument&amp;amp;.il_select=4074F357D81BD696002575000007F787A</a>
D09WFLl	Server	IBM FileNet Image Services Resource Adapter View Edition Linux on System z Server SW Subscription & Support Reinstatement 12 Months	\$ 2,304.33	\$ 1,904.06			

Exhibit C1 - Product Listing

E07AWLL	Server	IBM FileNet Image Services Resource Adapter View Edition Linux on System z Server Annual SW Subscription & Support Renewal	\$ 769.48	\$ 635.82		
D09WDL	Server	IBM FileNet ISRA View Edition Non-Prod Linux on System z Server License + SW Subscription & Support 12 Months	\$ 1,913.42	\$ 1,581.05		
D09WELL	Server	IBM FileNet ISRA View Edition Non-Prod Linux on System z Server SW Subscription & Support Reinstatement 12 Months	\$ 1,152.17	\$ 952.03		
E07B2LL	Server	IBM FileNet ISRA View Edition Non-Prod Linux on System z Server SW Subscription & Support Renewal	\$ 382.68	\$ 316.21		
D04H2LL	Resource Value Unit	IBM FileNet Image Services Connector to DR550 Storage & Retrieval Resource Value Unit License + SW Subscription & Support 12 Months	\$ 1,851.70	\$ 1,530.05		<a href="http://www-03.ibm.com/software/sia/siadb.nsf/lookup/22E3B165DB79395C8525788C004084A0?openDocument&amp;amp;il_select=0A0B98CA0B597AB78525788C0040847B">http://www-03.ibm.com/software/sia/siadb.nsf/lookup/22E3B165DB79395C8525788C004084A0?openDocument&amp;amp;il_select=0A0B98CA0B597AB78525788C0040847B</a>
D04H3LL	Resource Value Unit	IBM FileNet Image Services Connector to DR550 Storage & Retrieval Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1,111.02	\$ 918.03		
E052ZLL	Resource Value Unit	IBM FileNet Image Services Connector to DR550 Storage & Retrieval Resource Value Unit Annual SW Subscription & Support Renewal	\$ 370.34	\$ 306.01		
D04H4LL	Resource Value Unit	IBM FileNet Image Services Connector to Magnetic Storage & Retrieval Resource Value Unit License + SW Subscription & Support 12 Months	\$ 1,851.70	\$ 1,530.05		
D04H5LL	Resource Value Unit	IBM FileNet Image Services Connector to Magnetic Storage & Retrieval Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1,111.02	\$ 918.03		
E0530LL	Resource Value Unit	IBM FileNet Image Services Connector to Magnetic Storage & Retrieval Resource Value Unit Annual SW Subscription & Support Renewal	\$ 370.34	\$ 306.01		
D04G4LL	Resource Value Unit	IBM FileNet Image Services Connector to Centera Storage & Retrieval Resource Value Unit License + SW Subscription & Support 12 Months	\$ 1,851.70	\$ 1,530.05		
D04G5LL	Resource Value Unit	IBM FileNet Image Services Connector to Centera Storage & Retrieval Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1,111.02	\$ 918.03		
E052WLL	Resource Value Unit	IBM FileNet Image Services Connector to Centera Storage & Retrieval Resource Value Unit Annual SW Subscription & Support Renewal	\$ 370.34	\$ 306.01		
D04H6LL	Resource Value Unit	IBM FileNet Image Services Connector to Snaplock Storage & Retrieval Resource Value Unit License + SW Subscription & Support 12 Months	\$ 1,851.70	\$ 1,530.05		
D04H7LL	Resource Value Unit	IBM FileNet Image Services Connector to Snaplock Storage & Retrieval Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1,111.02	\$ 918.03		
E0531LL	Resource Value Unit	IBM FileNet Image Services Connector to Snaplock Storage & Retrieval Resource Value Unit Annual SW Subscription & Support Renewal	\$ 370.34	\$ 306.01		
D04G6LL	Resource Value Unit	IBM FileNet Image Services Connector to Sun 5x20 CAS Storage & Retrieval Resource Value Unit License + SW Subscription & Support 12 Months	\$ 1,851.70	\$ 1,530.05		
D04G7LL	Resource Value Unit	IBM FileNet Image Services Connector to Sun 5x20 CAS Storage & Retrieval Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1,111.02	\$ 918.03		
E052ULL	Resource Value Unit	IBM FileNet Image Services Connector to Sun 5x20 CAS Storage & Retrieval Resource Value Unit Annual SW Subscription & Support Renewal	\$ 370.34	\$ 306.01		
D04NPLL	Resource Value Unit	IBM FileNet IS Conn to Non FileNet Optical Resources Value Unit License + SW Subscription & Support 12 Months	\$ 1,851.70	\$ 1,530.05		
D04NQLL	Resource Value Unit	IBM FileNet IS Conn to Non FileNet Optical Resources Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1,111.02	\$ 918.03		
E0563LL	Resource Value Unit	IBM FileNet IS Conn to Non FileNet Optical Resources Value Unit Annual SW Subscription & Support Renewal	\$ 370.34	\$ 306.01		
D04GQLL	Resource Value Unit	IBM FileNet Image Services Integral SDS Connector to IBM DR550 Resource Value Unit License + SW Subscription & Support 12 Months	\$ 1,851.70	\$ 1,530.05		<a href="http://www-03.ibm.com/software/sia/siadb.nsf/lookup/22E3B165DB79395C8525788C004084A0?openDocument&amp;amp;il_select=0A0B98CA0B597AB78525788C0040847B">http://www-03.ibm.com/software/sia/siadb.nsf/lookup/22E3B165DB79395C8525788C004084A0?openDocument&amp;amp;il_select=0A0B98CA0B597AB78525788C0040847B</a>
D04GRLL	Resource Value Unit	IBM FileNet Image Services Integral SDS Connector to IBM DR550 Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1,111.02	\$ 918.03		
E052TLL	Resource Value Unit	IBM FileNet Image Services Integral SDS Connector to IBM DR550 Resource Value Unit Annual SW Subscription & Support Renewal	\$ 370.34	\$ 306.01		
D04H8LL	Resource Value Unit	IBM FileNet Image Services Integral SDS Connector to Centra Resource Value Unit License + SW Subscription & Support 12 Months	\$ 1,851.70	\$ 1,530.05		

Exhibit C1 - Product Listing

D04H9LL	Resource Value Unit	IBM FileNet Image Services Integral SDS Connector to Centra Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1,111.02	\$ 918.03	
E0532LL	Resource Value Unit	IBM FileNet Image Services Integral SDS Connector to Centra Resource Value Unit Annual SW Subscription & Support Renewal	\$ 370.34	\$ 306.01	
D04H4LL	Resource Value Unit	IBM FileNet Image Services Integral SDS Connector to SnapLock Resource Value Unit License + SW Subscription & Support 12 Months	\$ 1,851.70	\$ 1,530.05	
D04H4LL	Resource Value Unit	IBM FileNet Image Services Integral SDS Connector to SnapLock Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1,111.02	\$ 918.03	
E0533LL	Resource Value Unit	IBM FileNet Image Services Integral SDS Connector to SnapLock Resource Value Unit Annual SW Subscription & Support Renewal	\$ 370.34	\$ 306.01	
D04H4LL	Resource Value Unit	IBM FileNet Image Services Integral SDS Connector to Sun 5x20 CAS Resource Value Unit License + SW Subscription & Support 12 Months	\$ 1,851.70	\$ 1,530.05	
D04H4LL	Resource Value Unit	IBM FileNet Image Services Integral SDS Connector to Sun 5x20 CAS Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1,111.02	\$ 918.03	
E0534LL	Resource Value Unit	IBM FileNet Image Services Integral SDS Connector to Sun 5x20 CAS Resource Value Unit Annual SW Subscription & Support Renewal	\$ 370.34	\$ 306.01	
D04H4LL	Resource Value Unit	IBM FileNet Image Services Integral SDS Connector to HCAP Resource Value Unit License + SW Subscription & Support 12 Months	\$ 1,851.70	\$ 1,530.05	
D04H4LL	Resource Value Unit	IBM FileNet Image Services Integral SDS Connector to HCAP Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1,111.02	\$ 918.03	
E053RLL	Resource Value Unit	IBM FileNet Image Services Integral SDS Connector to HCAP Resource Value Unit Annual SW Subscription & Support Renewal	\$ 370.34	\$ 306.01	
D04G4LL	Resource Value Unit	IBM FileNet P8 Connector to DR550 Storage & Retrieval Resource Value Unit License + SW Subscription & Support 12 Months	\$ 1,851.70	\$ 1,530.05	
D04G4LL	Resource Value Unit	IBM FileNet P8 Connector to DR550 Storage & Retrieval Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1,111.02	\$ 918.03	
E052XLL	Resource Value Unit	IBM FileNet P8 Connector to DR550 Storage & Retrieval Resource Value Unit Annual SW Subscription & Support Renewal	\$ 370.34	\$ 306.01	
D04G4LL	Resource Value Unit	IBM FileNet P8 Connector to Centra Storage & Retrieval Resource Value Unit License + SW Subscription & Support 12 Months	\$ 1,851.70	\$ 1,530.05	
D04G4LL	Resource Value Unit	IBM FileNet P8 Connector to Centra Storage & Retrieval Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1,111.02	\$ 918.03	
E052VLL	Resource Value Unit	IBM FileNet P8 Connector to Centra Storage & Retrieval Resource Value Unit Annual SW Subscription & Support Renewal	\$ 370.34	\$ 306.01	
D04PRLL	Resource Value Unit	IBM FileNet P8 Connector to Snaplock Storage & Retrieval Resource Value Unit License + SW Subscription & Support 12 Months	\$ 1,851.70	\$ 1,530.05	
D04PSLL	Resource Value Unit	IBM FileNet P8 Connector to Snaplock Storage & Retrieval Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1,111.02	\$ 918.03	
E056SLL	Resource Value Unit	IBM FileNet P8 Connector to Snaplock Storage & Retrieval Resource Value Unit Annual SW Subscription & Support Renewal	\$ 370.34	\$ 306.01	
D04PRLL	Resource Value Unit	IBM FileNet P8 Connector to Snaplock Storage & Retrieval Resource Value Unit License + SW Subscription & Support 12 Months	\$ 1,851.70	\$ 1,530.05	
D04PSLL	Resource Value Unit	IBM FileNet P8 Connector to Snaplock Storage & Retrieval Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1,111.02	\$ 918.03	
E056SLL	Resource Value Unit	IBM FileNet P8 Connector to Snaplock Storage & Retrieval Resource Value Unit Annual SW Subscription & Support Renewal	\$ 370.34	\$ 306.01	
		<a href="http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=(common/ssi/rep_ca/5/872/ENUSAP11-01.ibm.com/common/ssi/ShowDoc.wss?docURL=(common/ssi/rep_ca/5/872/ENUSAP11-01.ibm.com/software/sia/siadb.nsf/lookup/821D2D8D7872AF358525784900741682?opendocument&amp;amp;.select=AEB05B748B5B0F17_8525784900741687">http://www-01.ibm.com/software/sia/siadb.nsf/lookup/821D2D8D7872AF358525784900741682?opendocument&amp;amp;.select=AEB05B748B5B0F17_8525784900741687</a>			
D0GVMLL	User Value Unit	IBM Production Imaging Edition Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 1,800.26	\$ 1,487.55	
D0GVNLL	User Value Unit	IBM Production Imaging Edition Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1,080.16	\$ 892.53	
E0ATFLL	User Value Unit	IBM Production Imaging Edition Authorized User Value Unit Annual SW Subscription & Support Renewal	\$ 360.05	\$ 297.51	
D0GVXLL	User Value Unit	IBM Production Imaging Edition Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 897.04	\$ 741.22	
D0GVYLL	User Value Unit	IBM Production Imaging Edition Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 538.02	\$ 444.56	

Exhibit C1 - Product Listing

EOATILL	User Value Unit	IBM Production Imaging Edition Employee User Value Unit Annual SW Subscription & Support Renewal	\$ 179.00	\$ 147.90		
D11QSLL	resource value unit	IBM Production Imaging Edition Eligible Participant Resource Value Unit License + SW Subscription & Support 12 Months	\$ 8.74	\$ 7.23		
D11QUILL	resource value unit	IBM Production Imaging Edition Eligible Participant Resource Value Unit SW Subscription & Support Renewal 12 Months	\$ 5.25	\$ 4.34		
EOIHRLL	resource value unit	IBM Production Imaging Edition Eligible Participant Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 1.75	\$ 1.45		
DOGVALL	User Value Unit	IBM Production Imaging Edition Add-On for Case Foundation Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 405.32	\$ 334.91		<a href="http://www-03.ibm.com/software/sia/siadb.nsf/lookup/821D2D9D7872AF358525784900741682?opendocument&amp;amp;.il_select=AEB05B748B5B0F178525784900741667">http://www-03.ibm.com/software/sia/siadb.nsf/lookup/821D2D9D7872AF358525784900741682?opendocument&amp;amp;.il_select=AEB05B748B5B0F178525784900741667</a>
DOGV8LL	User Value Unit	IBM Production Imaging Edition Add-On for Case Foundation Authorized User Value Unit SW Subscription & Support Renewal 12 Months	\$ 242.78	\$ 200.61		
EOAT7LL	User Value Unit	IBM Production Imaging Edition Add-On for Case Foundation Authorized User Value Unit Annual SW Subscription & Support Renewal	\$ 81.01	\$ 66.94		
DOGWNLL	User Value Unit	IBM Production Imaging Edition Add-On for Case Foundation Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 202.66	\$ 167.46		
DOGWPPL	User Value Unit	IBM Production Imaging Edition Add-On for Case Foundation Employee User Value Unit SW Subscription & Support Renewal 12 Months	\$ 121.39	\$ 100.30		
EOATSLL	User Value Unit	IBM Production Imaging Edition Add-On for Case Foundation Employee User Value Unit Annual SW Subscription & Support Renewal	\$ 40.63	\$ 33.58		
D11T3LL	resource value unit	IBM Production Imaging Edition Add-On for IBM Case Foundation Eligible Participant Resource Value Unit License + SW Subscription & Support 12 Months	\$ 1.95	\$ 1.62		
D11T4LL	resource value unit	IBM Production Imaging Edition Add-On for IBM Case Foundation Eligible Participant Resource Value Unit SW Subscription & Support Renewal 12 Months	\$ 1.18	\$ 0.98		
EOIJCLL	resource value unit	IBM Production Imaging Edition Add-On for IBM Case Foundation Eligible Participant Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 0.37	\$ 0.31		
D11TBLL	User Value Unit	IBM Production Imaging Edition Add-On for IBM Content Foundation Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 1,316.76	\$ 1,088.03		
D11TCLL	User Value Unit	IBM Production Imaging Edition Add-On for IBM Content Foundation Authorized User Value Unit SW Subscription & Support Renewal 12 Months	\$ 790.06	\$ 652.82		
EOIJJLL	User Value Unit	IBM Production Imaging Edition Add-On for IBM Content Foundation Authorized User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 263.35	\$ 217.61		
D11TDLL	User Value Unit	IBM Production Imaging Edition Add-On for IBM Content Foundation Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 657.35	\$ 543.17		
D11TELL	User Value Unit	IBM Production Imaging Edition Add-On for IBM Content Foundation Employee User Value Unit SW Subscription & Support Renewal 12 Months	\$ 394.00	\$ 325.56		
EOIJJLL	User Value Unit	IBM Production Imaging Edition Add-On for IBM Content Foundation Employee User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 131.68	\$ 108.80		
D11TFLL	User Value Unit	IBM Production Imaging Edition Add-On for IBM Content Foundation Eligible Participant User Value Unit License + SW Subscription & Support 12 Months	\$ 6.58	\$ 5.44		
D11TGLL	User Value Unit	IBM Production Imaging Edition Add-On for IBM Content Foundation Eligible Participant User Value Unit SW Subscription & Support Renewal 12 Months	\$ 3.96	\$ 3.27		
EOIJJLL	User Value Unit	IBM Production Imaging Edition Add-On for IBM Content Foundation Eligible Participant User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 1.34	\$ 1.11		
DOGV8LL	User Value Unit	IBM Production Imaging Edition Add-On for FileNet Content Manager Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 873.38	\$ 721.67		<a href="http://www-03.ibm.com/software/sia/siadb.nsf/lookup/821D2D9D7872AF358525784900741682?opendocument&amp;amp;.il_select=AEB05B748B5B0F178525784900741667">http://www-03.ibm.com/software/sia/siadb.nsf/lookup/821D2D9D7872AF358525784900741682?opendocument&amp;amp;.il_select=AEB05B748B5B0F178525784900741667</a>
EOAT8LL	User Value Unit	IBM Production Imaging Edition Add-On for FileNet Content Manager Authorized User Value Unit SW Subscription & Support Renewal 12 Months	\$ 523.62	\$ 432.66		
EOAT9LL	User Value Unit	IBM Production Imaging Edition Add-On for FileNet Content Manager Authorized User Value Unit Annual SW Subscription & Support Renewal	\$ 174.88	\$ 144.50		
DOGWEEL	User Value Unit	IBM Production Imaging Edition Add-On for FileNet Content Manager Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 436.18	\$ 360.41		

Exhibit C1 - Product Listing

DOGWGLL	User Value Unit	IBM Production Imaging Edition Add-On for FileNet Content Manager Employee User Value Unit	\$ 261.30	\$ 215.91	
EOATPLL	User Value Unit	IBM Production Imaging Edition Add-On for FileNet Content Manager Employee User Value Unit Annual SW Subscription & Support Renewal	\$ 87.18	\$ 72.04	
D11QWLL	resource value unit	IBM Production Imaging Edition Add-On for FileNet Content Manager Eligible Participant Resource Value Unit License + SW Subscription & Support 12 Months	\$ 4.22	\$ 3.49	
D11QXLL	resource value unit	IBM Production Imaging Edition Add-On for FileNet Content Manager Eligible Participant Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 2.52	\$ 2.08	
EOIHULL	resource value unit	IBM Production Imaging Edition Add-On for FileNet Content Manager Eligible Participant Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 0.82	\$ 0.68	
DOGV2LL	User Value Unit	IBM Production Imaging Edition Add-On for IBM Case Manager Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 405.32	\$ 334.91	<a href="http://www-03.ibm.com/software/sla/sladb.nsf/lookup/821D2D9D7872AF388525784900741682?opendocument&amp;amp;.l_select=AEB05B749B5B0F178525784900741667">http://www-03.ibm.com/software/sla/sladb.nsf/lookup/821D2D9D7872AF388525784900741682?opendocument&amp;amp;.l_select=AEB05B749B5B0F178525784900741667</a>
DOGV3LL	User Value Unit	IBM Production Imaging Edition Add-On for IBM Case Manager Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 242.78	\$ 200.61	
EOAT6LL	User Value Unit	IBM Production Imaging Edition Add-On for IBM Case Manager Authorized User Value Unit Annual SW Subscription & Support Renewal	\$ 81.01	\$ 66.94	
DOGV8LL	User Value Unit	IBM Production Imaging Edition Add-On for IBM Case Manager Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 202.66	\$ 167.46	
DOGV9LL	User Value Unit	IBM Production Imaging Edition Add-On for IBM Case Manager Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 121.39	\$ 100.30	
EOAT9LL	User Value Unit	IBM Production Imaging Edition Add-On for IBM Case Manager Employee User Value Unit Annual SW Subscription & Support Renewal	\$ 40.63	\$ 33.58	
D11T7LL	resource value unit	IBM Production Imaging Edition Add-On for IBM Case Manager Eligible Participant Resource Value Unit License + SW Subscription & Support 12 Months	\$ 1.95	\$ 1.62	
D11T8LL	resource value unit	IBM Production Imaging Edition Add-On for IBM Case Manager Eligible Participant Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1.18	\$ 0.98	
EOJFLL	resource value unit	IBM Production Imaging Edition Add-On for IBM Case Manager Eligible Participant Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 0.37	\$ 0.31	
DOTJ8LL	User Value Unit	IBM Production Imaging Edition Add-On for IBM Content Manager Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 873.38	\$ 721.67	
DOTJ9LL	User Value Unit	IBM Production Imaging Edition Add-On for IBM Content Manager Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 523.62	\$ 432.66	
EOEM8LL	User Value Unit	IBM Production Imaging Edition Add-On for IBM Content Manager Authorized User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 174.88	\$ 144.50	
DOTJALL	User Value Unit	IBM Production Imaging Edition Add-On for IBM Content Manager Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 436.18	\$ 360.41	
DOTJBLL	User Value Unit	IBM Production Imaging Edition Add-On for IBM Content Manager Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 261.30	\$ 215.91	
EOEM9LL	User Value Unit	IBM Production Imaging Edition Add-On for IBM Content Manager Employee User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 87.18	\$ 72.04	
D11T9LL	resource value unit	IBM Production Imaging Edition Add-On for IBM Content Manager Eligible Participant Resource Value Unit License + SW Subscription & Support 12 Months	\$ 4.22	\$ 3.49	
D11TALL	resource value unit	IBM Production Imaging Edition Add-On for IBM Content Manager Eligible Participant Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 2.52	\$ 2.08	
EOJULL	resource value unit	IBM Production Imaging Edition Add-On for IBM Content Manager Eligible Participant Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 0.84	\$ 0.70	
<b>Product Announcement</b>					
D04GDBL	Printer	IBM FileNet Print Printer License + SW Subscription & Support 12 Months	\$ 6,131.17	\$ 5,066.16	<a href="http://www-03.ibm.com/software/sla/sladb.nsf/lookup/005EC2A1D98818560025730D006C09B67?opendocument&amp;amp;.l_select=6B26877B3DC44E0025730D006C099A">http://www-03.ibm.com/software/sla/sladb.nsf/lookup/005EC2A1D98818560025730D006C09B67?opendocument&amp;amp;.l_select=6B26877B3DC44E0025730D006C099A</a>
D04GELL	Printer	IBM FileNet Print Printer SW Subscription & Support Reinstatement 12 Months	\$ 3,682.82	\$ 3,043.09	
EO52MILL	Printer	IBM FileNet Print Printer Annual SW Subscription & Support Renewal	\$ 1,224.18	\$ 1,011.53	
<b>Product Announcement</b>					

Exhibit C1 - Product Listing

D04GBLL	Printer	IBM FileNet Print Fonts Printer License + SW Subscription & Support 12 Months	\$ 231.46	\$ 191.26		
D04GCLL	Printer	IBM FileNet Print Fonts Printer SW Subscription & Support Reinstatement 12 Months	\$ 138.88	\$ 114.75		
E052LLL	Printer	IBM FileNet Print Fonts Printer Annual SW Subscription & Support Renewal	\$ 46.29	\$ 38.25		
	<b>Product Announcement</b>					
		<a href="http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/0/872/ENUSAP11-01.ibm.com/software/sia/siadb.nsf/lookup/80CA95DBE8EA8E848525785300741D4C?opendocument&amp;amp;.il_selected=660378339CFBAE298525785300741D4E">http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/0/872/ENUSAP11-01.ibm.com/software/sia/siadb.nsf/lookup/80CA95DBE8EA8E848525785300741D4C?opendocument&amp;amp;.il_selected=660378339CFBAE298525785300741D4E</a>				
D04EPLL	User Value Unit	IBM Enterprise Records Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 1,193.32	\$ 986.03		
D04ERLL	User Value Unit	IBM Enterprise Records Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 715.99	\$ 591.62		
E051TLL	User Value Unit	IBM Enterprise Records Authorized User Value Unit SW Subscription & Support Renewal	\$ 238.66	\$ 197.21		
D04E2LL	User Value Unit	IBM Enterprise Records Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 600.77	\$ 496.42		
D04E3LL	User Value Unit	IBM Enterprise Records Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 360.05	\$ 297.51		
E051HLL	User Value Unit	IBM Enterprise Records Employee User Value Unit SW Subscription & Support Renewal	\$ 120.36	\$ 99.45		
D12NLLL	resource value unit	IBM Enterprise Records Eligible Participant Resource Value Unit License + SW Subscription & Support 12 Months	\$ 5.81	\$ 4.80		
D12NMILL	resource value unit	IBM Enterprise Records Eligible Participant Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 3.50	\$ 2.89		
E01ZBLL	resource value unit	IBM Enterprise Records Eligible Participant Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 1.18	\$ 0.98		
D12PHLL	resource value unit	IBM Enterprise Records Eligible Participant Resource Value Unit from IBM Enterprise Records Content Collector Edition Eligible Participant Trade Up License + SW Subscription & Support 12 Months	\$ 4.37	\$ 3.61		
D04GJLL	User Value Unit	IBM Enterprise Records Add-On Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 305.53	\$ 252.46		
D04GKLL	User Value Unit	IBM Enterprise Records Add-On Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 183.11	\$ 151.30		
E052OILL	User Value Unit	IBM Enterprise Records Add-On Authorized User Value Unit Annual SW Subscription & Support Renewal	\$ 61.21	\$ 50.58		
D04GILL	User Value Unit	IBM Enterprise Records Add-On Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 152.25	\$ 125.80		
D04GMILL	User Value Unit	IBM Enterprise Records Add-On Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 91.30	\$ 75.44		
E052RLL	User Value Unit	IBM Enterprise Records Add-On Employee User Value Unit SW Subscription & Support Renewal	\$ 30.35	\$ 25.08		
D12NRL	resource value unit	IBM Enterprise Records Add-On Eligible Participant Resource Value Unit License + SW Subscription & Support 12 Months	\$ 1.54	\$ 1.28		
D12NSLL	resource value unit	IBM Enterprise Records Add-On Eligible Participant Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 0.93	\$ 0.77		
E01ZEILL	resource value unit	IBM Enterprise Records Add-On Eligible Participant Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 0.32	\$ 0.26		
D09TKLL	User Value Unit	IBM Enterprise Records Authorized Linux on System z User Value Unit License + SW Subscription & Support 12 Months	\$ 1,193.32	\$ 986.03		
D09TLL	User Value Unit	IBM Enterprise Records Authorized Linux on System z User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 715.99	\$ 591.62		
E079RLL	User Value Unit	IBM Enterprise Records Authorized Linux on System z User Value Unit SW Subscription & Support Renewal	\$ 238.66	\$ 197.21		
D09TMLL	User Value Unit	IBM Enterprise Records Employee Linux on System z User Value Unit License + SW Subscription & Support 12 Months	\$ 600.77	\$ 496.42		
D09TNLL	User Value Unit	IBM Enterprise Records Employee Linux on System z User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 360.05	\$ 297.51		
E079SLL	User Value Unit	IBM Enterprise Records Employee Linux on System z User Value Unit SW Subscription & Support Renewal	\$ 120.36	\$ 99.45		



Exhibit C1 - Product Listing

D12NNLL	resource value unit	IBM Enterprise Records Eligible Participant on System z Resource Value Unit License + SW Subscription & Support 12 Months	\$ 5.81	\$ 4.80		
D12NPLL	resource value unit	IBM Enterprise Records Eligible Participant on System z Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 3.50	\$ 2.89		
E01ZDLL	resource value unit	IBM Enterprise Records Eligible Participant on System z Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 1.18	\$ 0.98		
D09TXLL	User Value Unit	IBM Enterprise Records Add on Authorized Linux on System z User Value Unit License + SW Subscription & Support 12 Months	\$ 305.53	\$ 252.46		<a href="http://www-03.ibm.com/software/slat/slatdb.nsf/lookup?80CA95DBE5EA8E848525785300741D4C70&amp;openDocument&amp;amp;mpil_select=660378339CFBAE298525785300741D4E">http://www-03.ibm.com/software/slat/slatdb.nsf/lookup?80CA95DBE5EA8E848525785300741D4C70&amp;openDocument&amp;amp;mpil_select=660378339CFBAE298525785300741D4E</a>
D09TYLL	User Value Unit	IBM Enterprise Records Add on Authorized Linux on System z User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 183.11	\$ 151.30		
E079XLL	User Value Unit	IBM Enterprise Records Add on Authorized Linux on System z User Value Unit SW Subscription & Support Renewal	\$ 61.21	\$ 50.58		
D09TZLL	User Value Unit	IBM Enterprise Records Add on Employee Linux on System z User Value Unit License + SW Subscription & Support 12 Months	\$ 152.25	\$ 125.80		
D09U0LL	User Value Unit	IBM Enterprise Records Add on Employee Linux on System z User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 91.30	\$ 75.44		
E079ZLL	User Value Unit	IBM Enterprise Records Add on Employee Linux on System z User Value Unit SW Subscription & Support Renewal	\$ 30.35	\$ 25.08		
D12NULL	resource value unit	IBM Enterprise Records Add-On Eligible Participant on System z Resource Value Unit License + SW Subscription & Support 12 Months	\$ 1.54	\$ 1.28		
D12NVLL	resource value unit	IBM Enterprise Records Add-On Eligible Participant on System z Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 0.93	\$ 0.77		
E01ZFLL	resource value unit	IBM Enterprise Records Add-On Eligible Participant on System z Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 0.32	\$ 0.26		
D0126LL	User Value Unit	IBM Enterprise Records Starter Pack Authorized Linux on System z User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 360.05	\$ 297.51		
D0125LL	User Value Unit	IBM Enterprise Records Starter Pack Authorized Linux on System z User Value Unit License + SW Subscription & Support 12 Months	\$ 600.77	\$ 496.42		
E08HMLL	User Value Unit	IBM Enterprise Records Starter Pack Authorized Linux on System z User Value Unit Annual SW Subscription & Support Renewal	\$ 120.36	\$ 99.45		
D0122LL	User Value Unit	IBM Enterprise Records Starter Pack Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 600.77	\$ 496.42		
D0123LL	User Value Unit	IBM Enterprise Records Starter Pack Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 360.05	\$ 297.51		
E08HKL	User Value Unit	IBM Enterprise Records Starter Pack Authorized User Value Unit Annual SW Subscription & Support Renewal	\$ 120.36	\$ 99.45		
D012ALL	User Value Unit	IBM Enterprise Records Add On Starter Pack Authorized Linux on System z User Value Unit License + SW Subscription & Support 12 Months	\$ 152.25	\$ 125.80		
D0128LL	User Value Unit	IBM Enterprise Records Add On Starter Pack Authorized Linux on System z User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 91.30	\$ 75.44		
E08HPLL	User Value Unit	IBM Enterprise Records Add On Starter Pack Authorized Linux on System z User Value Unit Annual SW Subscription & Support Renewal	\$ 30.35	\$ 25.08		
D0127LL	User Value Unit	IBM Enterprise Records Add On Starter Pack Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 152.25	\$ 125.80		
D0128LL	User Value Unit	IBM Enterprise Records AddOn Starter Pack Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 91.30	\$ 75.44		
E08HNL	User Value Unit	IBM Enterprise Records Add On Starter Pack Authorized User Value Unit Annual SW Subscription & Support Renewal	\$ 30.35	\$ 25.08		
D012CLL	User Value Unit	IBM Enterprise Records AddOn Authorized User Value Unit from IBM Enterprise Records Starter Pack Authorized User Value Unit Trade Up License + SW Subscription & Support 12 Months	\$ 195.46	\$ 161.50		

**Exhibit C1 - Product Listing**

DOIFYLL	User Value Unit	IBM Enterprise Records for Linux on System z Authorized User Value Unit from IBM Enterprise Records Starter Pack for Linux on System z Authorized User Value Unit Trade Up License + SW Subscription & Support 12 Months	\$ 768.45	\$ 634.97	
DOIFZLL	User Value Unit	IBM Enterprise Records Add On for Linux on System z Authorized User Value Unit from IBM Enterprise Records Add On Starter Pack for Linux on System z Authorized User Value Unit Trade Up License + SW Subscription & Support 12 Months	\$ 195.46	\$ 161.50	
DOI29LL	User Value Unit	IBM Enterprise Records Authorized User Value Unit from Starter Pack Authorized User Value Unit Trade Up License + SW Subscription & Support 12 Months	\$ 768.45	\$ 634.97	
<b>Product Announcement</b>					
		<a href="http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/2/897/ENU/S212-">http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/2/897/ENU/S212-</a>			
DOVESLL	User Value Unit	IBM Enterprise Records Content Collector Edition Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 448.52	\$ 370.61	
DOVETLL	User Value Unit	IBM Enterprise Records Content Collector Edition Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 269.52	\$ 222.71	
EOFB6LL	User Value Unit	IBM Enterprise Records Content Collector Edition Authorized User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 89.76	\$ 74.16	
DOVEULL	User Value Unit	IBM Enterprise Records Content Collector Edition Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 224.26	\$ 185.31	
DOVEVLL	User Value Unit	IBM Enterprise Records Content Collector Edition Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 134.76	\$ 111.35	
EOFB7LL	User Value Unit	IBM Enterprise Records Content Collector Edition Employee User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 44.75	\$ 36.98	
D12NWLL	resource value unit	IBM Enterprise Records Content Collector Edition Eligible Participant Resource Value Unit License + SW Subscription & Support 12 Months	\$ 2.16	\$ 1.79	
D12NXLL	resource value unit	IBM Enterprise Records Content Collector Edition Eligible Participant Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1.32	\$ 1.09	
EOIZGLL	resource value unit	IBM Enterprise Records Content Collector Edition Eligible Participant Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 0.42	\$ 0.35	
DOVFRLL	User Value Unit	IBM Enterprise Records Content Collector Edition Authorized System z User Value Unit License + SW Subscription & Support 12 Months	\$ 448.52	\$ 370.61	
DOVFSLL	User Value Unit	IBM Enterprise Records Content Collector Edition Authorized System z User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 269.52	\$ 222.71	
EOFBJLL	User Value Unit	IBM Enterprise Records Content Collector Edition Authorized System z User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 89.76	\$ 74.16	
DOVFTLL	User Value Unit	IBM Enterprise Records Content Collector Edition Employee System z User Value Unit License + SW Subscription & Support 12 Months	\$ 224.26	\$ 185.31	
DOVFULL	User Value Unit	IBM Enterprise Records Content Collector Edition Employee System z User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 134.76	\$ 111.35	
EOFBKLL	User Value Unit	IBM Enterprise Records Content Collector Edition Employee System z User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 44.75	\$ 36.98	
D12NYLL	resource value unit	IBM Enterprise Records Content Collector Edition Eligible Participant on System z Resource Value Unit License + SW Subscription & Support 12 Months	\$ 2.16	\$ 1.79	
D12NZLL	resource value unit	IBM Enterprise Records Content Collector Edition Eligible Participant on System z Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1.32	\$ 1.09	
EOIZHLL	resource value unit	IBM Enterprise Records Content Collector Edition Eligible Participant on System z Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 0.42	\$ 0.35	
DOVEYLL	User Value Unit	IBM Enterprise Records Authorized User Value Unit from IBM Enterprise Records Content Collector Edition Authorized Trade Up License + SW Subscription & Support 12 Months	\$ 902.19	\$ 745.47	
DOVEZLL	User Value Unit	IBM Enterprise Records Employee User Value Unit from IBM Enterprise Records Content Collector Edition Employee Trade Up License + SW Subscription & Support 12 Months	\$ 450.58	\$ 372.31	
<b>Product Announcement</b>					
		<a href="http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/4/872/ENU/SAP11-">http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/4/872/ENU/SAP11-</a>			
DO4ECLL	Server	IBM FileNet Rendition Engine Server License + SW Subscription & Support 12 Months	\$ 15,327.94	\$ 12,665.39	<a href="http://www-">http://www-</a>

Exhibit C1 - Product Listing

D04EDLL	Server	IBM FileNet Rendition Engine Server SW Subscription & Support Reinstatement 12 Months	\$ 9,196.76	\$ 7,599.23		<a href="http://www-03.ibm.com/software/sia/siadb.nsf/lookup/F9C046D3F2D892D000257500007F7104">http://www-03.ibm.com/software/sia/siadb.nsf/lookup/F9C046D3F2D892D000257500007F7104</a>
E051MLL	Server	IBM FileNet Rendition Engine Server Annual SW Subscription & Support Renewal	\$ 3,065.59	\$ 2,533.08		
D04EELL	Server	IBM FileNet Rendition Engine Non-Prod Server License + SW Subscription & Support 12 Months	\$ 7,674.26	\$ 6,341.19		
D04EFL	Server	IBM FileNet Rendition Engine Non-Prod Server SW Subscription & Support Reinstatement 12	\$ 4,608.67	\$ 3,808.12		
E051NLL	Server	IBM FileNet Rendition Engine Non-Prod Server Annual SW Subscription & Support Renewal	\$ 1,532.79	\$ 1,266.54		
	Product Announcement	<a href="http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/9/877ENUSZP14-">http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/9/877ENUSZP14-</a>				
D0H5DLL	Managed Virtual Server	IBM Enterprise Content Management System Monitor Managed Virtual Server License + SW Subscription & Support 12 Months	\$ 32,404.70	\$ 26,775.82		<a href="http://www-786F007ADE82?openDocument&amp;amp;mp.L_select=6546AF80D4DE19388525786F007ADE8A">http://www-786F007ADE82?openDocument&amp;amp;mp.L_select=6546AF80D4DE19388525786F007ADE8A</a>
D0H5ELL	Managed Virtual Server	IBM Enterprise Content Management System Monitor Managed Virtual Server SW Subscription & Support Reinstatement 12 Months	\$ 19,442.82	\$ 16,065.49		
E0A7YLL	Managed Virtual Server	IBM Enterprise Content Management System Monitor Managed Virtual Server Annual SW Subscription & Support Renewal 12 Months	\$ 6,480.94	\$ 5,355.16		
D0HL8LL	Managed Virtual Server	IBM Enterprise Content Management System Monitor Starter Edition Managed Virtual Server License + SW Subscription & Support 12 Months	\$ 16,150.91	\$ 13,345.41		
D0HL9LL	Managed Virtual Server	IBM Enterprise Content Management System Monitor Starter Edition Managed Virtual Server SW Subscription & Support Reinstatement 12 Months	\$ 9,690.55	\$ 8,007.25		
E0BAZLL	Managed Virtual Server	IBM Enterprise Content Management System Monitor Starter Edition Managed Virtual Server Annual SW Subscription & Support Renewal 12 Months	\$ 3,230.18	\$ 2,669.08		
D0IFILL	Managed Virtual Server	IBM Enterprise Content Management System Monitor Non-Prod Managed Virtual Server License + SW Subscription & Support 12 Months	\$ 16,150.91	\$ 13,345.41		
D0IFJLL	Managed Virtual Server	IBM Enterprise Content Management System Monitor Non-Prod Managed Virtual Server SW Subscription & Support Reinstatement 12 Months	\$ 9,690.55	\$ 8,007.25		
E0BNRLL	Managed Virtual Server	IBM Enterprise Content Management System Monitor Non-Prod Managed Virtual Server Annual SW Subscription & Support Renewal 12 Months	\$ 3,230.18	\$ 2,669.08		
D0IFLL	Managed Virtual Server	IBM Enterprise Content Management System Monitor Non-Prod Starter Edition Managed Virtual Server License + SW Subscription & Support 12 Months	\$ 8,106.32	\$ 6,698.21		
D0IFMLL	Managed Virtual Server	IBM Enterprise Content Management System Monitor Non-Prod Starter Edition Managed Virtual Server SW Subscription & Support Reinstatement 12 Months	\$ 4,865.85	\$ 4,020.62		
E0BNSLL	Managed Virtual Server	IBM Enterprise Content Management System Monitor Non-Prod Starter Edition Managed Virtual Server Annual SW Subscription & Support Renewal 12 Months	\$ 1,625.38	\$ 1,343.04		
D04JVLL	User Value Unit	IBM Enterprise Content Management System Monitor Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 153.28	\$ 126.85		
D04JWLL	User Value Unit	IBM Enterprise Content Management System Monitor Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 92.07	\$ 76.08		
E054HLL	User Value Unit	IBM Enterprise Content Management System Monitor Employee User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 30.60	\$ 25.29		
D0HL7LL	Managed Virtual Server	IBM Enterprise Content Management System Monitor Managed Virtual Server from System Monitor Starter Edition Managed Virtual Server Trade Up License + SW Subscription & Support 12 Months	\$ 20,780.16	\$ 17,170.53		
D0IFKLL	Managed Virtual Server	IBM Enterprise Content Management System Monitor Non-Prod Managed Virtual Server from IBM System Monitor Non-Prod Starter Edition Trade Up License + SW Subscription & Support 12 Months	\$ 10,287.21	\$ 8,500.26		
	Product Announcement	<a href="http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/5/877ENUSZP14-">http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/5/877ENUSZP14-</a>				
D1B07LL	Resource Value Unit	IBM Watson Explorer Advanced Edition Resource Value Unit License + SW Subscription & Support 12 Months	\$ 514,360.31	\$ 425,013.05		
E0KHJLL	Resource Value Unit	IBM Watson Explorer Advanced Edition Resource Value Unit Annual SW Subscription & Support Renewal	\$ 102,872.06	\$ 85,002.61		
	Product Announcement					
D04DJLL	Server	IBM FileNet Document Archive Retrieval Transport Server License + SW Subscription & Support 12 Months	\$ 53,802.09	\$ 44,456.37		<a href="http://www-03.ibm.com/software/sia/siadb.nsf/lookup/F9C046D3F2D892D00025">http://www-03.ibm.com/software/sia/siadb.nsf/lookup/F9C046D3F2D892D00025</a>



Exhibit C1 - Product Listing

Product Announcement	User Value Unit	IBM Solution for Compliance in a Regulated Environment Authorized User Annual SW Subscription & Support Renewal	\$ 220.15	\$ 181.91
<a href="http://www-01.ibm.com/common/ssi/cq-bin/ssialias?contentType=CA&amp;htmlfid=897ENUS213-221&amp;appName=USN">http://www-01.ibm.com/common/ssi/cq-bin/ssialias?contentType=CA&amp;htmlfid=897ENUS213-221&amp;appName=USN</a>				
D1067LL	User Value Unit	CA eMail Control for the Enterprise with 1 year Maintenance Authorized User 3rd Party Offer	\$ 100.30	\$ 82.88
D1068LL	User Value Unit	CA eMail Control for the Enterprise with 2 years Maintenance Authorized User 3rd Party Offer	\$ 117.27	\$ 96.90
D1069LL	User Value Unit	CA eMail Control for the Enterprise with 3 years Maintenance Authorized User 3rd Party Offer	\$ 133.73	\$ 110.50
<a href="http://www-01.ibm.com/common/ssi/cq-bin/ssialias?contentType=CA&amp;htmlfid=897ENUS213-221&amp;appName=USN">http://www-01.ibm.com/common/ssi/cq-bin/ssialias?contentType=CA&amp;htmlfid=897ENUS213-221&amp;appName=USN</a>				
D126XLL	server	CrawfordTech RipSide with 1 year Maintenance Server 3rd party offering	\$ 132,704.96	\$ 109,653.37
D126YLL	server	CrawfordTech RipSide Non Production with 1 year Maintenance Server 3rd party offering	\$ 66,249.61	\$ 54,741.68
<a href="https://w3-03.sso.ibm.com/sales/support/ShowDoc.wss?docid=A/897ENUS214-254&amp;node=doctype.ANX&amp;text=&amp;sort=announcement.date&amp;src=rating&amp;showDetails=hide&amp;hsize=25&amp;ofset=225&amp;fromdate=&amp;today=&amp;filtermessage=&amp;option=&amp;searchin=entiredoc&amp;sw=false&amp;sw=&amp;svw=&amp;l=&amp;s=desc&amp;camnation=">https://w3-03.sso.ibm.com/sales/support/ShowDoc.wss?docid=A/897ENUS214-254&amp;node=doctype.ANX&amp;text=&amp;sort=announcement.date&amp;src=rating&amp;showDetails=hide&amp;hsize=25&amp;ofset=225&amp;fromdate=&amp;today=&amp;filtermessage=&amp;option=&amp;searchin=entiredoc&amp;sw=false&amp;sw=&amp;svw=&amp;l=&amp;s=desc&amp;camnation=</a>				
D16HMILL		ISE MFP CLIENT CAPTURE STATION 3RD PTY OFFER	\$ 642.95	\$ 531.27
D16J4LL		IBM ELITE SUPPORT FOR ISE MFP CLIENT CAPTURE STATION SW SUPPORT 12 MO	\$ 128.59	\$ 106.25
D16H9LL		ISE WEB CLIENT CAPTURE STATION 3RD PTY OFFER	\$ 426.92	\$ 352.76
D16J9LL		IBM ELITE SUPPORT FOR ISE WEB CLIENT CAPTURE STATION SW SUPPORT 12 MO	\$ 87.44	\$ 72.25
D16HPLL		ISE WINDOWS INTEGRATION CLIENT CAPTURE STATION 3RD PTY OFFER	\$ 257.18	\$ 212.51
D16JALL		ELITE SUP FOR ISE WIN INTEGRATION CLIENT CAPTURE STATION SW SUPPORT 12 MO	\$ 51.44	\$ 42.50
D16HQLL		ISE DELIVERY SERVICE SERVER 3RD PTY OFFER	\$ 4,289.77	\$ 3,544.61
D16JBLL		IBM ELITE SUPPORT FOR ISE DELIVERY SERVICE SERVER SW SUPPORT 12 MO	\$ 863.84	\$ 705.52
D16H9LL		ISE DISCOVERY SERVICE SERVER 3RD PTY OFFER	\$ 8,579.53	\$ 7,089.22
D16JCLL		IBM ELITE SUPPORT FOR ISE DISCOVERY SERVICE SERVER SW SUPPORT 12 MO	\$ 1,707.68	\$ 1,411.04
D16HSLL		ISE DELIVERY CONNECTORS TARGET SYSTEM 3RD PTY OFFER	\$ 1,285.90	\$ 1,062.53
D16JDLL		ELITE SUPPORT FOR ISE DELIVERY CONNECTORS TARGET SYSTEM SW SUPPORT 12 MO	\$ 257.18	\$ 212.51
D16HTLL		ISE PROCESS SERVICE SERVER 3RD PTY OFFER	\$ 4,289.77	\$ 3,544.61
D16JELL		ELITE SUP FOR ISE PROCESS SERVICE SERVER SW SUPPORT 12 MO	\$ 863.84	\$ 705.52
<a href="https://w3-03.sso.ibm.com/sales/support/ShowDoc.wss?docid=A/897ENUS214-256&amp;node=doctype.ANX&amp;text=&amp;sort=announcement.date&amp;src=rating&amp;showDetails=hide&amp;hsize=25&amp;ofset=100&amp;fromdate=&amp;today=&amp;filtermessage=&amp;option=&amp;searchin=entiredoc&amp;sw=false&amp;sw=&amp;svw=&amp;l=&amp;s=desc&amp;camnation=">https://w3-03.sso.ibm.com/sales/support/ShowDoc.wss?docid=A/897ENUS214-256&amp;node=doctype.ANX&amp;text=&amp;sort=announcement.date&amp;src=rating&amp;showDetails=hide&amp;hsize=25&amp;ofset=100&amp;fromdate=&amp;today=&amp;filtermessage=&amp;option=&amp;searchin=entiredoc&amp;sw=false&amp;sw=&amp;svw=&amp;l=&amp;s=desc&amp;camnation=</a>				
D16HILL		NSI AS F DATACAP BASIC AUTH AND COMM MFP 3RD PTY OFFER	\$ 920.70	\$ 760.77
D16HKLL		ELITE SUP FOR NSI AS DATACAP BAC MFP SW SUPPORT 12 MO	\$ 184.14	\$ 152.15
D16HJLL		NSI AS F DATACAP ADVANCED SCRIPTING MFP 3RD PTY OFFER	\$ 1,131.59	\$ 935.03
D16HLLL		ELITE SUP FOR NSI AS DATACAP AS MFP SW SUPPORT 12 MO	\$ 225.29	\$ 186.16
<a href="https://w3-03.sso.ibm.com/sales/support/ShowDoc.wss?docid=A/897ENUS214-121&amp;node=doctype.ANX&amp;text=&amp;sort=announcement.date&amp;src=rating&amp;showDetails=hide&amp;hsize=25&amp;ofset=350&amp;fromdate=&amp;today=&amp;filtermessage=&amp;option=&amp;searchin=entiredoc&amp;sw=false&amp;sw=&amp;svw=&amp;l=&amp;s=desc&amp;camnation=">https://w3-03.sso.ibm.com/sales/support/ShowDoc.wss?docid=A/897ENUS214-121&amp;node=doctype.ANX&amp;text=&amp;sort=announcement.date&amp;src=rating&amp;showDetails=hide&amp;hsize=25&amp;ofset=350&amp;fromdate=&amp;today=&amp;filtermessage=&amp;option=&amp;searchin=entiredoc&amp;sw=false&amp;sw=&amp;svw=&amp;l=&amp;s=desc&amp;camnation=</a>				
D16FPLL	server	DATAWATCH REPORT MINING SVR BASE MODULE 4 CPU SVR 3RD PTY OFFER	\$ 90,321.67	\$ 74,632.29
D16FLLL	server	ES F DRM SVR BM 4 CPU SVR SW SUPPORT 12 MO	\$ 18,105.48	\$ 14,960.46

Exhibit C1 - Product Listing

D16FOLL	server	DATAWATCH REPORT MINING SVR BM NPE 4 CPU SVR 3RD PTY OFFER	\$ 45,160.84	\$ 37,316.15	
D16FMILL	server	ES F DRM SVR BM FOR NPE 4 CPU SVR SW SUPPORT 12 MO	\$ 9,032.17	\$ 7,463.23	
D16FRLL	server	DATAWATCH REPORT MINING SERVER - STYLE 4 CPU SVR 3RD PTY OFFER	\$ 37,651.17	\$ 31,110.96	
D16FNLL	server	ES F DRM SVR - STYLE 4 CPU SVR SW SUPPORT 12 MO	\$ 7,530.23	\$ 6,222.19	
D16GOLL	server	DATAWATCH REPORT MINING SVR - STYLE NPE 4 CPU SVR 3RD PTY OFFER	\$ 18,825.59	\$ 15,555.48	
D16FSLL	server	ES F DRM SS FOR NPE 4 CPU SVR SW SUPPORT 12 MO	\$ 3,765.12	\$ 3,111.10	
D16G1LL	server	DATAWATCH REPORT MINING SYNC-TO-SOURCE 4 CPU SVR 3RD PTY OFFER	\$ 15,019.32	\$ 12,410.38	
D16FTLL	server	ES F DRM SVR STS 4 CPU SVR SW SUPPORT 12 MO	\$ 3,014.15	\$ 2,490.58	
D16G2LL	server	DATAWATCH REPORT MINING SYNC-TO-SOU NPE 4 CPU SVR 3RD PTY OFFER	\$ 7,530.23	\$ 6,222.19	
D16FULL	server	ES F DRM SVR STS FOR NPE 4 CPU SVR SW SUPPORT 12 MO	\$ 1,501.93	\$ 1,241.04	
D16F7LL	server	DATAWATCH REPORT MINING AUTOMATION EDITION SERVER 3RD PTY OFFER	\$ 150,193.21	\$ 124,103.81	
D16FVLL	server	ES F DRM AUTOMATION EDITION SVR SW SUPPORT 12 MO	\$ 30,141.51	\$ 24,905.77	
D16F9LL	server	DATAWATCH REPORT MINING AUTOMATION EDITION NPE SVR 3RD PTY OFFER	\$ 75,302.35	\$ 62,221.91	
D16FWLL	server	ES F DRM AUTOMATION ED FOR NPE SVR SW SUPPORT 12 MO	\$ 15,019.32	\$ 12,410.38	
D16FALL	server	DATAWATCH DESKTOP USER 3RD PTY OFFER	\$ 3,014.15	\$ 2,490.58	
D16FXLL	server	ES F DATAWATCH DESKTOP USER SW SUPPORT 12 MO	\$ 602.83	\$ 498.12	
D16FBLL	server	DATAWATCH DESKTOP FOR NON-PROD ENVIRONMENT USER 3RD PTY OFFER	\$ 1,501.93	\$ 1,241.04	
D16FYLL	server	ES F DATAWATCH DESKTOP FOR NPE USER SW SUPPORT 12 MO	\$ 301.42	\$ 249.06	
D16FCLL	server	DATAWATCH REPORT MINING SERVER CLIENT ACCESS USER 3RD PTY OFFER	\$ 1,069.58	\$ 875.53	
D16FZLL	server	ES F DRM SVR CLIENT ACCESS USER SW SUPPORT 12 MO	\$ 210.89	\$ 174.26	
D16FDLL	server	DATAWATCH REPORT MINING SERVER CLI ACCESS NPE USER 3RD PTY OFFER	\$ 527.73	\$ 436.06	
D16G3LL	server	ES F DRM SVR CLI ACCESS F NPE USER SW SUPPORT 12 MO	\$ 105.96	\$ 87.55	
		<a href="http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca8/897/ENUS213-">http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca8/897/ENUS213-</a>			
D120CLL	User Value Unit	IBM Desktop Data Collector User Value Unit License + SW Subscription & Support 12 Months	\$ 307.59	\$ 254.16	
D120DLL	User Value Unit	IBM Desktop Data Collector User Value Unit SW Subscription & Support Reinstatement 12	\$ 184.14	\$ 152.15	
E0INOLL	User Value Unit	IBM Desktop Data Collector User Value Unit Annual SW Subscription & Support Renewal 12	\$ 61.47	\$ 50.79	
D1206LL	resource value unit	IBM Unstructured Data Identification and Management Resource Value Unit License + SW Subscription & Support 12 Months	\$ 37,136.81	\$ 30,685.94	
D1207LL	resource value unit	IBM Unstructured Data Identification and Management Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 22,323.24	\$ 18,445.57	
E0IMYLL	resource value unit	IBM Unstructured Data Identification and Management Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 7,427.36	\$ 6,137.19	
D120ALL	resource value unit	IBM Unstructured Data Identification and Management Resource Value Unit from IBM Policy Assessment and Compliance Resource Value Unit Trade Up License + SW Subscription & Support 12 Months	\$ 21,191.64	\$ 17,510.54	
D1209LL	resource value unit	IBM Unstructured Data Identification and Management Resource Value Unit from IBM eDiscovery Identification and Collection Resource Value Unit Trade Up License + SW Subscription & Support 12 Months	\$ 21,191.64	\$ 17,510.54	

Exhibit C1 - Product Listing

D1203LL	resource value unit	IBM Policy Assessment and Compliance Resource Value Unit License + SW Subscription & Support 12 Months	\$ 21,191.64	\$ 17,510.54	
D1204LL	resource value unit	IBM Policy Assessment and Compliance Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 12,756.14	\$ 10,540.32	
E0IMXLL	resource value unit	IBM Policy Assessment and Compliance Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 4,236.33	\$ 3,502.11	
D112YLL	resource value unit	IBM eDiscovery Identification and Collection Resource Value Unit License + SW Subscription & Support 12 Months	\$ 21,191.64	\$ 17,510.54	
D112ZLL	resource value unit	IBM eDiscovery Identification and Collection Resource Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 12,756.14	\$ 10,540.32	
E0IMULL	resource value unit	IBM eDiscovery Identification and Collection Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 4,236.33	\$ 3,502.11	
		<a href="http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/1/897/ENUS214-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/1/897/ENUS214-">http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/1/897/ENUS214-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/1/897/ENUS214-</a>			<a href="http://www14.software.ibm.com/cgi-bin/weblap/lap.pl?l_formnum=AMIR-9F5NFQ">http://www14.software.ibm.com/cgi-bin/weblap/lap.pl?l_formnum=AMIR-9F5NFQ</a>
D14GGLL	User Value Unit	IBM DAEJA VIEWONE PRO AUTH UVU LIC + SW S&S 12 MO	\$ 144.02	\$ 119.00	
D14GHLL	User Value Unit	IBM DAEJA VIEWONE PRO AUTH UVU SW S&S REINSTATE 12 MO	\$ 86.41	\$ 71.40	
E0JE9LL	User Value Unit	IBM DAEJA VIEWONE PRO AUTH UVU ANNUAL SW S&S RNNL	\$ 28.80	\$ 23.80	
D14GILL	User Value Unit	IBM DAEJA VIEWONE PRO EMPL UVU LIC + SW S&S 12 MO	\$ 72.01	\$ 59.50	
D14GJLL	User Value Unit	IBM DAEJA VIEWONE PRO EMPL UVU SW S&S REINSTATE 12 MO	\$ 43.21	\$ 35.70	
E0JEALL	User Value Unit	IBM DAEJA VIEWONE PRO EMPL UVU ANNUAL SW S&S RNNL	\$ 14.40	\$ 11.90	
D14GILL	resource value unit	IBM DAEJA VIEWONE PRO ELGPT RVU LIC + SW S&S 12 MO	\$ 0.72	\$ 0.60	
D14GMWLL	resource value unit	IBM DAEJA VIEWONE PRO ELGPT RVU SW S&S REINSTATE 12 MO	\$ 0.41	\$ 0.34	
E0JEBLL	resource value unit	IBM DAEJA VIEWONE PRO ELGPT RVU ANNUAL SW S&S RNNL	\$ 0.15	\$ 0.13	
D14GYLL	User Value Unit	IBM DAEJA VIEWONE PRO PERM REDACTN AUTH UVU LIC + SW S&S 12 MO	\$ 65.84	\$ 54.40	
D14GWLL	User Value Unit	IBM DAEJA VIEWONE PRO PERM REDACTN AUTH UVU SW S&S REINSTATE 12 MO	\$ 39.61	\$ 32.73	
E0JEEll	User Value Unit	IBM DAEJA VIEWONE PRO PERM REDACTN AUTH UVU ANNUAL SW S&S RNNL	\$ 13.17	\$ 10.88	
D14GYLL	User Value Unit	IBM DAEJA VIEWONE PRO PERM REDACTN EMPL UVU LIC + SW S&S 12 MO	\$ 32.92	\$ 27.20	
D14GZLL	User Value Unit	IBM DAEJA VIEWONE PRO PERM REDACTN EMPL UVU SW S&S REINSTATE 12 MO	\$ 19.75	\$ 16.32	
E0JEFLL	User Value Unit	IBM DAEJA VIEWONE PRO PERM REDACTN EMPL UVU ANNUAL SW S&S RNNL	\$ 6.58	\$ 5.44	
D14H1LL	resource value unit	IBM DAEJA VIEWONE PRO PERM REDACTN ELGPT RVU LIC + SW S&S 12 MO	\$ 0.31	\$ 0.26	
D14H2LL	resource value unit	IBM DAEJA VIEWONE PRO PERM REDACTN ELGPT RVU SW S&S REINSTATE 12 MO	\$ 0.21	\$ 0.17	
E0JEGLL	resource value unit	IBM DAEJA VIEWONE PRO PERM REDACTN ELGPT RVU ANNUAL SW S&S RNNL	\$ 0.05	\$ 0.04	
D14HALL	User Value Unit	IBM DAEJA VIEWONE PRO UNV VIEW MOD AUTH UVU LIC + SW S&S 12 MO	\$ 123.45	\$ 102.00	
D14HBLl	User Value Unit	IBM DAEJA VIEWONE PRO UNV VIEW MOD AUTH UVU SW S&S REINSTATE 12 MO	\$ 74.07	\$ 61.20	
E0JEJLL	User Value Unit	IBM DAEJA VIEWONE PRO UNV VIEW MOD AUTH UVU ANNUAL SW S&S RNNL	\$ 24.69	\$ 20.40	
D14HDLL	User Value Unit	IBM DAEJA VIEWONE PRO UNV VIEW MOD EMPL UVU LIC + SW S&S 12 MO	\$ 61.72	\$ 51.00	
D14HELL	User Value Unit	IBM DAEJA VIEWONE PRO UNV VIEW MOD EMPL UVU SW S&S REINSTATE 12 MO	\$ 37.03	\$ 30.60	
E0JEKLL	User Value Unit	IBM DAEJA VIEWONE PRO UNV VIEW MOD EMPL UVU ANNUAL SW S&S RNNL	\$ 12.34	\$ 10.20	
D14HGLL	resource value unit	IBM DAEJA VIEWONE PRO UNV VIEW MOD ELGPT RVU LIC + SW S&S 12 MO	\$ 0.62	\$ 0.51	
D14HLL	resource value unit	IBM DAEJA VIEWONE PRO UNV VIEW MOD ELGPT RVU SW S&S REINSTATE 12 MO	\$ 0.36	\$ 0.30	
E0JELL	resource value unit	IBM DAEJA VIEWONE PRO UNV VIEW MOD ELGPT RVU ANNUAL SW S&S RNNL	\$ 0.10	\$ 0.09	
D14HQLL	User Value Unit	IBM DAEJA VIEWONE PRO MOD AUTH MS OFF UVU LIC + SW S&S 12 MO	\$ 65.84	\$ 54.40	
D14HRLl	User Value Unit	IBM DAEJA VIEWONE PRO MOD AUTH MS OFF UVU SW S&S REINSTATE 12 MO	\$ 39.61	\$ 32.73	

Exhibit C1 - Product Listing

EOJEP1LL	User Value Unit	IBM DAEJA VIEWONE PRO MOD AUTH MS OFF UVU ANNUAL SW S&S RNWL	\$ 13.17	\$ 10.88	
D14HTLL	User Value Unit	IBM DAEJA VIEWONE PRO MOD EMPL MS OFF UVU LIC + SW S&S 12 MO	\$ 32.92	\$ 27.20	
D14HULL	User Value Unit	IBM DAEJA VIEWONE PRO MOD EMPL MS OFF UVU SW S&S REINSTATE 12 MO	\$ 19.75	\$ 16.32	
EOJEQ1LL	User Value Unit	IBM DAEJA VIEWONE PRO MOD EMPL MS OFF UVU ANNUAL SW S&S RNWL	\$ 6.58	\$ 5.44	
D14HWLL	resource value unit	IBM DAEJA VIEWONE PRO MOD ELGPT MS OFF RVU LIC + SW S&S 12 MO	\$ 0.31	\$ 0.26	
D14HXLL	resource value unit	IBM DAEJA VIEWONE PRO MOD ELGPT MS OFF RVU SW S&S REINSTATE 12 MO	\$ 0.21	\$ 0.17	
EOJER1LL	resource value unit	IBM DAEJA VIEWONE PRO MOD ELGPT MS OFF RVU ANNUAL SW S&S RNWL	\$ 0.05	\$ 0.04	
		<a href="http://www14.software.ibm.com/cgi-bin/weblap/lap.pl?li_formnum=L-AMIR-9FPBX">http://www14.software.ibm.com/cgi-bin/weblap/lap.pl?li_formnum=L-AMIR-9FPBX</a>			
D14I5LL	User Value Unit	IBM DAEJA VIEWONE VIRTUAL AUTH UVU LIC + SW S&S 12 MO	\$ 187.23	\$ 154.70	
D14I6LL	User Value Unit	IBM DAEJA VIEWONE VIRTUAL AUTH UVU SW S&S REINSTATE 12 MO	\$ 112.13	\$ 92.65	
EOJEV1LL	User Value Unit	IBM DAEJA VIEWONE VIRTUAL AUTH UVU ANNUAL SW S&S RNWL	\$ 37.55	\$ 31.03	
D14I8LL	User Value Unit	IBM DAEJA VIEWONE VIRTUAL EMPL UVU LIC + SW S&S 12 MO	\$ 93.61	\$ 77.35	
D14I9LL	User Value Unit	IBM DAEJA VIEWONE VIRTUAL EMPL UVU SW S&S REINSTATE 12 MO	\$ 56.07	\$ 46.33	
EOJEV1LL	User Value Unit	IBM DAEJA VIEWONE VIRTUAL EMPL UVU ANNUAL SW S&S RNWL	\$ 18.72	\$ 15.47	
D14I1BLL	resource value unit	IBM DAEJA VIEWONE VIRTUAL ELGPT RVU LIC + SW S&S 12 MO	\$ 0.93	\$ 0.77	
D14I1CLL	resource value unit	IBM DAEJA VIEWONE VIRTUAL ELGPT RVU SW S&S REINSTATE 12 MO	\$ 0.57	\$ 0.47	
EOJEV1LL	resource value unit	IBM DAEJA VIEWONE VIRTUAL ELGPT RVU ANNUAL SW S&S RNWL	\$ 0.21	\$ 0.17	
D14I1KLL	User Value Unit	IBM DAEJA VIEWONE VIRTUAL MOD AUTH MS OFF UVU LIC + SW S&S 12 MO	\$ 65.84	\$ 54.40	
D14I1LLL	User Value Unit	IBM DAEJA VIEWONE VIRTUAL MOD AUTH MS OFF UVU SW S&S REINSTATE 12 MO	\$ 39.61	\$ 32.73	
EOJEZ1LL	User Value Unit	IBM DAEJA VIEWONE VIRTUAL MOD AUTH MS OFF UVU ANNUAL SW S&S RNWL	\$ 13.17	\$ 10.88	
D14I1NLL	User Value Unit	IBM DAEJA VIEWONE VIRTUAL MOD EMPL MS OFF UVU LIC + SW S&S 12 MO	\$ 32.92	\$ 27.20	
D14I1PLL	User Value Unit	IBM DAEJA VIEWONE VIRTUAL MOD EMPL MS OFF UVU SW S&S REINSTATE 12 MO	\$ 19.75	\$ 16.32	
EOJF01LL	User Value Unit	IBM DAEJA VIEWONE VIRTUAL MOD EMPL MS OFF UVU ANNUAL SW S&S RNWL	\$ 6.58	\$ 5.44	
D14I1RLL	resource value unit	IBM DAEJA VIEWONE VIRTUAL MOD ELGPT MS OFF RVU LIC + SW S&S 12 MO	\$ 0.31	\$ 0.26	
D14I1SLL	resource value unit	IBM DAEJA VIEWONE VIRTUAL MOD ELGPT MS OFF RVU SW S&S REINSTATE 12 MO	\$ 0.21	\$ 0.17	
EOJF11LL	resource value unit	IBM DAEJA VIEWONE VIRTUAL MOD ELGPT MS OFF RVU ANNUAL SW S&S RNWL	\$ 0.05	\$ 0.04	
		<b>Product Announcement</b>			
D1197LL	User Value Unit	IBM Information Economics Solution Set Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 1,872.27	\$ 1,547.05	
D1198LL	User Value Unit	IBM Information Economics Solution Set Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 1,121.31	\$ 926.53	
EOIAV1LL	User Value Unit	IBM Information Economics Solution Set Employee User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 374.45	\$ 309.41	
		<a href="http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/9/877/ENUSZP14-">http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/9/877/ENUSZP14-</a>			
D16C3LL		IBM NAVIGATOR ON CLOUD AUTHORIZED USER PER MONTH			
		Tier 1 - 25	\$ 318.90	\$ 263.51	
		Tier 26 - 50	\$ 128.59	\$ 106.25	
		Tier 51 - 100	\$ 104.93	\$ 86.70	
		Tier 101 - 250	\$ 84.36	\$ 69.70	
		Tier 251 - 500	\$ 58.64	\$ 48.45	
		Tier 501 - 1000	\$ 39.09	\$ 32.30	
		Tier 1001 - 2500	\$ 23.66	\$ 19.55	
		Tier 2501 - 5000	\$ 20.57	\$ 17.00	





Exhibit C1 - Product Listing

E0D63LL	User Value Unit	IBM Connections Enterprise Content Edition Authorized User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 130.65	\$ 107.95	
D1051LL	User Value Unit	IBM Connections Enterprise Content Edition Add-On Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 491.73	\$ 406.31	
D1051LL	User Value Unit	IBM Connections Enterprise Content Edition Add-On Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 295.24	\$ 243.96	
E0H02LL	User Value Unit	IBM Connections Enterprise Content Edition Add-On Authorized User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 98.24	\$ 81.18	
D11WDLL	User Value Unit	IBM Connections Enterprise Content Edition Add-On Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 238.66	\$ 197.21	
D11WELL	User Value Unit	IBM Connections Enterprise Content Edition Add-On Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 142.99	\$ 118.15	
E0IL7LL	User Value Unit	IBM Connections Enterprise Content Edition Add-On Employee User Value Unit Annual SW Subscription & Support Renewal 12 Months	\$ 47.84	\$ 39.53	
		<a href="http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/8/872/ENUSAP11-">http://www-01.ibm.com/common/ssi/ShowDoc.wss?docURL=/common/ssi/rep_ca/8/872/ENUSAP11-</a>			
D6158LL	User	IBM Connections Authorized User License + SW Subscription & Support 12 Months	\$ 142.99	\$ 118.15	
D0YRLL	User	IBM Connections Content Manager per Authorized User License + SW Subscription & Support 12 Months	\$ 90.27	\$ 74.59	
D6151LL	User	IBM Connections Authorized User SW Subscription & Support Reinstatement 12 Months	\$ 85.90	\$ 70.98	
D0YRML	User	IBM Connections Content Manager per Authorized User SW Subscription & Support Reinstatement 12 Months	\$ 54.27	\$ 44.84	
D6157LL	User	IBM Connections Authorized User from activities Authorized User Trade Up License + SW S&S 12 Months	\$ 124.48	\$ 102.85	
D6156LL	User	IBM Connections Authorized User from profiles Authorized User Trade Up License + SW Subscription & Support 12 Months	\$ 124.48	\$ 102.85	
D0C36LL	User	IBM Connections Authorized User for Linux on System z License + SW Subscription & Support 12 Months	\$ 142.99	\$ 118.15	
D0YRJLL	User	IBM Connections Content Manager per Authorized User for Linux on System z License + SW Subscription & Support 12 Months	\$ 90.27	\$ 74.59	
D0C3HLL	User	IBM Connections Authorized User for Linux on System z SW Subscription & Support Reinstatement 12 Months	\$ 85.90	\$ 70.98	
D0YRKLL	User	IBM Connections Content Manager per Authorized User for Linux on System z SW Subscription & Support Reinstatement 12 Months	\$ 54.27	\$ 44.84	
D0C5ELL	User	IBM Connections Authorized User for Linux on System z from IBM Connections activities Authorized User for Linux on System z Trade Up License + SW Subscription & Support 12	\$ 124.48	\$ 102.85	
D0C5DLL	User	IBM Connections Authorized User for Linux on System z from IBM Connections profiles Authorized User for Linux on System z Trade Up License + SW Subscription & Support 12	\$ 124.48	\$ 102.85	
		IBM PSS MODELS AND PRICING			
D0KYRLL		IBM Atlas eDiscovery Process Management Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 29,009.92	\$ 23,970.74	
D0K23LL		IBM Atlas eDiscovery Process Management Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 17,365.38	\$ 14,365.44	
E0CN8LL		IBM Atlas eDiscovery Process Management Authorized User Value Unit Annual SW Subscription & Support Renewal	\$ 5,801.98	\$ 4,794.15	

Exhibit C1 - Product Listing

DOKYSLL	IBM Atlas eDiscovery Process Management Mid-Market Edition Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 18,516.97	\$ 15,300.47
DOKZ4LL	IBM Atlas eDiscovery Process Management Mid-Market Edition Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 11,110.18	\$ 9,180.28
EOCN9LL	IBM Atlas eDiscovery Process Management Mid-Market Edition Authorized User Value Unit Annual SW Subscription & Support Renewal	\$ 3,703.39	\$ 3,060.09
DOKY0LL	IBM Atlas IT eDiscovery Process Management Mid-Market Edition Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 9,495.09	\$ 7,845.74
DOKZ6LL	IBM Atlas IT eDiscovery Process Management Mid-Market Edition Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 5,699.11	\$ 4,709.14
EOCN8LL	IBM Atlas IT eDiscovery Process Management Mid-Market Edition Authorized User Value Unit Annual SW Subscription & Support Renewal	\$ 1,903.13	\$ 1,572.55
DOKY1LL	IBM Atlas IT eDiscovery Process Management Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 10,698.69	\$ 8,840.27
DOKZ5LL	IBM Atlas IT eDiscovery Process Management Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 6,419.22	\$ 5,304.16
EOCNALL	IBM Atlas IT eDiscovery Process Management Authorized User Value Unit Annual SW Subscription & Support Renewal	\$ 2,139.74	\$ 1,768.05
DOKYVLL	IBM Atlas eDiscovery Cost Forecasting and Management Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 78,697.13	\$ 65,027.00
DOKZ7LL	IBM Atlas eDiscovery Cost Forecasting and Management Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 47,218.28	\$ 39,016.20
EOCNLLL	IBM Atlas eDiscovery Cost Forecasting and Management Authorized User Value Unit Annual SW Subscription & Support Renewal	\$ 15,739.43	\$ 13,005.40
DOKYWLL	IBM Atlas eDiscovery Policy Syndication Framework Connection License + SW Subscription & Support 12 Months	\$ 108,015.67	\$ 89,252.74
DOKZ8LL	IBM Atlas eDiscovery Policy Syndication Framework Connection SW Subscription & Support Reinstatement 12 Months	\$ 64,809.40	\$ 53,551.64
EOCNDLL	IBM Atlas eDiscovery Policy Syndication Framework Connection Annual SW Subscription & Support Renewal	\$ 21,603.13	\$ 17,850.55
DOKZ2LL	IBM Disposal and Governance Management for IT User Value Unit License + SW Subscription & Support 12 Months	\$ 19,031.33	\$ 15,725.48
DOKZELL	IBM Disposal and Governance Management for IT User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 11,418.80	\$ 9,435.29
EOCNJLL	IBM Disposal and Governance Management for IT User Value Unit Annual SW Subscription & Support Renewal	\$ 3,806.27	\$ 3,145.10
DOKYXLL	IBM Global Retention Policy and Schedule Management Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 21,500.26	\$ 17,765.55
DOKZ9LL	IBM Global Retention Policy and Schedule Management Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 12,859.01	\$ 10,625.33
EOCNELL	IBM Global Retention Policy and Schedule Management Authorized User Value Unit Annual SW Subscription & Support Renewal	\$ 4,300.05	\$ 3,553.11
DOKYLLL	IBM Global Retention Policy and Schedule Management Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 145.05	\$ 119.85
DOKZALL	IBM Global Retention Policy and Schedule Management Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 86.93	\$ 71.83
EOCNFLl	IBM Global Retention Policy and Schedule Management Employee User Value Unit Annual SW Subscription & Support Renewal	\$ 29.06	\$ 24.01
DOKYZLL	IBM Retention Policy and Schedule Management MidMarket Edition Authorized User Value Unit License + SW Subscription & Support 12 Months	\$ 15,327.94	\$ 12,665.39
DOKZBLL	IBM Retention Policy and Schedule Management MidMarket Edition Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 9,196.76	\$ 7,599.23

Exhibit C1 - Product Listing

EOCNGLL	IBM Retention Policy and Schedule Management MidMarket Edition Authorized User Value Unit Annual SW Subscription & Support Renewal	\$ 3,065.59	\$ 2,533.08		
DOKZOLL	IBM Retention Policy and Schedule Management MidMarket Edition Employee User Value Unit License + SW Subscription & Support 12 Months	\$ 145.05	\$ 119.85		
DOKZOLL	IBM Retention Policy and Schedule Management MidMarket Edition Employee User Value Unit SW Subscription & Support Reinstatement 12 Months	\$ 86.93	\$ 71.83		
EOCNHLL	IBM Retention Policy and Schedule Management MidMarket Edition Employee User Value Unit Annual SW Subscription & Support Renewal	\$ 29.06	\$ 24.01		
DOKZILL	IBM Retention Policy Syndication Framework Connection License + SW Subscription & Support 12 Months	\$ 108,015.67	\$ 89,252.74		
DOKZDLL	IBM Retention Policy Syndication Framework Connection SW Subscription & Support Reinstatement 12 Months	\$ 64,809.40	\$ 53,551.64		
EOCNILL	IBM Retention Policy Syndication Framework Connection Annual SW Subscription & Support	\$ 21,603.13	\$ 17,850.55		
D100TLL	IBM Retention Policy Syndication SDK Authorized User License + SW Subscription & Support 12 Months	\$ 275.70	\$ 227.81		
D100ULL	IBM Retention Policy Syndication SDK Authorized User SW Subscription & Support Reinstatement 12 Months	\$ 165.62	\$ 136.85		
EOHS9LL	IBM Retention Policy Syndication SDK Authorized User Annual SW Subscription & Support Renewal 12 Months	\$ 55.04	\$ 45.48		

**JUDICIAL COUNCIL OF CALIFORNIA  
MASTER AGREEMENT MA-201402 WITH INTERNATIONAL BUSINESS MACHINES CORPORATION**

**EXHIBIT C2  
PRODUCT LISTING WITH PRICING  
(CONFIDENTIAL – FOR JUDICIAL COUNCIL AND JBE USE ONLY)**

1. Confidential pricing and products covered under this Agreement are in the 52 pages immediately following this page.

*END OF EXHIBIT C2*

## Attention Judicial Branch Entities:

Exhibit C-2, Product Listing with Pricing, contains pricing/discounts and will not be disclosed outside of the Judicial Branch.

To obtain confidential pricing/discounts for this contract, please submit your request in an e-mail to Mark Yuan at [Mark.Yuan@jud.ca.gov](mailto:Mark.Yuan@jud.ca.gov).

Your request must be submitted from your Judicial Branch Entity-assigned e-mail address.

The pricing/discounts in Exhibit C-2 must be treated as confidential and must not be disclosed, published or disseminated to any person or entity outside of your Judicial Branch Entity.

**JUDICIAL COUNCIL OF CALIFORNIA  
MASTER AGREEMENT MA-201402 WITH INTERNATIONAL BUSINESS MACHINES CORPORATION**

**EXHIBIT D  
IBM INTERNATIONAL PASSPORT ADVANTAGE AGREEMENT (IPAA)**

1. The IBM International Passport Advantage Agreement (IPAA), version Z125-5831-09 AUG2014, consists of the 9 pages immediately following this page.

*END OF EXHIBIT D*

## International Passport Advantage Agreement

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Under this Agreement, Client may order Eligible Products (EPs) from IBM. Details regarding EPs are provided in Attachments, Service Descriptions, Terms of Use and Transaction Documents, collectively TDs. This Agreement and applicable TDs are the complete agreement regarding transactions by which Client acquires EPs. Client Originating Company (also identified as the Originating Site in the Passport Advantage Enrollment Form) and the IBM Originating Company that accepts the Client Originating Company's orders agree to coordinate the administration of this Agreement within their respective Enterprises, which includes the set of legal entities that, by more than 50%, owns, are owned by, or are under common ownership with the Originating Company. The Client Originating Company is responsible for compliance with the terms for all Client sites assigned a Passport Advantage Site Number (Site(s)) under this Agreement. If there is a conflict, a TD prevails over the terms of this Agreement.

### 1. General

#### 1.1 Acceptance of Terms

The Client Originating Company and thereafter each of its participating Enterprise companies accept this Agreement by submitting an IBM International Passport Advantage Enrollment Form to IBM or Client's chosen reseller(s). This Agreement is effective on the date IBM accepts the initial order under this Agreement (the Effective Date) and remains in effect until the Client Originating Company or the IBM Originating Company terminates it under this Agreement.

An EP is subject to this Agreement when IBM accepts Client's order by i) sending an invoice or a Proof of Entitlement (PoE) including the level of authorized use, ii) making the Program or IBM SaaS available, iii) shipping the Appliance, or iv) providing the support, service, or solution.

#### 1.2 Changes to Agreement Terms

Because this Agreement may apply to many future orders, IBM reserves the right to modify it by providing Client at least three months' written notice. Changes are not retroactive; they apply, as of the effective date, only to new orders and renewals. Client accepts changes by placing new orders after the change effective date or allowing transactions to renew after receipt of the change notice. Except as otherwise provided in this Agreement, all changes must be in writing, signed by both parties.

#### 1.3 Payment and Taxes

Client agrees to pay all applicable charges specified by IBM, charges for use in excess of authorizations, any customs or other duty, tax, levy, or fee imposed by any authority resulting from Client's acquisitions under this Agreement, and any late payment fees. Amounts are due upon receipt of the invoice and payable within 30 days of the invoice date to an account specified by IBM. Prepaid services must be used within the applicable period. IBM does not give credits or refunds for any prepaid, one-time charges, or other charges already due or paid.

Client agrees to: i) pay withholding tax directly to the appropriate government entity where required by law; ii) furnish a tax certificate evidencing such payment to IBM; iii) pay IBM only the net proceeds after tax; and iv) fully cooperate with IBM in seeking a waiver or reduction of such taxes and promptly complete and file all relevant documents.

#### 1.4 IBM Business Partners and Resellers

IBM Business Partners and resellers are independent from IBM and unilaterally determine their prices and terms. IBM is not responsible for their actions, omissions, statements, or offerings.

#### 1.5 Liability and Indemnity

**IBM's entire liability for all claims related to this Agreement will not exceed any actual direct damages incurred by Client up to the amounts paid (if recurring charges, up to 12 months' charges apply) for the product or service that is the subject of the claim, regardless of the basis of the claim. This limit applies collectively to IBM, its subsidiaries, contractors, and suppliers. IBM will not be liable for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, revenue, goodwill, or anticipated savings.**

The following amounts, if a party is legally liable for them, are not subject to the above cap: i) third party payments referred to in the paragraph below; ii) damages for body injury (including death); and iii) damages to real property and tangible personal property; and iv) damages that cannot be limited under applicable law.

If a third party asserts a claim against Client that an IBM Product acquired under this Agreement infringes a patent or copyright, IBM will defend Client against that claim and pay amounts finally awarded by a court against Client or included in a settlement approved by IBM, provided that Client promptly (i) notifies IBM in writing of the claim, (ii) supplies information requested by IBM, and (iii) allows IBM to control, and reasonably cooperates in, the defense and settlement, including mitigation efforts.

IBM has no responsibility for claims based, in whole or part, on Non-IBM Products, items not provided by IBM, or any violation of law or third party rights caused by Client's content, materials, designs, specifications, or use of a non-current version or release of an IBM Product when an infringement claim could have been avoided by using a current version or release. Each Non-IBM Program is governed by the terms of the third party end user license agreement that accompanies it. IBM is not a party to the third party end user license agreement and assumes no obligations under it.

#### 1.6 General Principles

Parties will not disclose confidential information without a separate, signed confidentiality agreement. If confidential information is exchanged, the confidentiality agreement is incorporated into, and subject to, this Agreement.



IBM is an independent contractor, not Client's agent, joint venturer, partner, or fiduciary, and does not undertake to perform any of Client's regulatory obligations, or assume any responsibility for Client's business or operations. Each party determines the assignment of its personnel and contractors, their direction, control, and compensation.

Client is responsible for obtaining all necessary permissions to use, provide, store and process content in any services, maintenance, or support, and grants IBM permission to do the same. Some of Client's content may be subject to governmental regulation or may require security measures beyond those specified by IBM for an offering. Client will not input or provide such content unless IBM has first agreed in writing to implement additional required security measures.

Client is responsible to pay communications charges associated with accessing SaaS, Appliance Services, IBM Software Subscription and Support, and Select Support unless IBM specifies otherwise in writing.

IBM and its subcontractors may process the business contact information of Client, its employees and contractors worldwide for our business relationship, and Client has obtained the necessary consents. IBM will comply with requests to access, update, or delete such contact information. IBM may use personnel and resources in locations worldwide and third party suppliers to support the delivery of products and services.

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other. EPs are for use within Client's Enterprise only, and may not be assigned, resold, rented, leased, or transferred to third parties. Any attempt to do so is void. Lease-back financing of Appliances is permitted. Assignment of IBM rights to receive payments and by IBM in conjunction with the sale of the portion of IBM's business that includes the product or service is not restricted.

All notices under this Agreement must be in writing and sent to the address below, unless a party designates in writing a different address. The parties consent to use electronic means and facsimile transmissions for communications as a signed writing. Any reproduction of this Agreement made by reliable means is considered an original. This Agreement supersedes any course of dealing, discussions or representations between the parties.

No right or cause of action for any third party is created by this Agreement or any transaction under it. Neither party will bring a legal action arising out of or related to this Agreement more than two years after the cause of action arose. Neither party is responsible for failure to fulfill its non-monetary obligations due to causes beyond its control. Each party will allow the other reasonable opportunity to comply before it claims the other has not met its obligations. Where approval, acceptance, consent, access, cooperation or similar action by either party is required, such action will not be unreasonably delayed or withheld.

#### **1.7 Governing Laws and Geographic Scope**

Each party is responsible for complying with: i) laws and regulations applicable to its business and content, and ii) import, export and economic sanction laws and regulations, including those of the United States that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users. Client is responsible for its use of IBM and Non-IBM Products.

Both parties agree to the application of the laws of the country where the transaction is performed (or for services, the laws of the country of Client's business address) to this Agreement, without regard to conflict of law principles. The rights and obligations of each party are valid only in the country where the transaction is performed or, if IBM agrees, the country where the product is placed in productive use, except all licenses are valid as specifically granted. If any provision is invalid or unenforceable, the remaining provisions remain in full force and effect. Nothing in this Agreement affects statutory rights of consumers that cannot be waived or limited by contract. The United Nations Convention on Contracts for the International Sale of Goods does not apply to transactions under this Agreement.

#### **1.8 Agreement Termination**

After expiration or termination of its obligations under this Agreement, the Client Originating Company may terminate this Agreement without cause on one month's notice to the IBM Originating Company, and the IBM Originating Company may terminate this Agreement on three months' notice to the Customer Originating Company.

If Client acquired or renewed IBM Software Subscription and Support, Selected Support, IBM SaaS, or if Client acquired or renewed a Program's license prior to the notice of termination, IBM may either continue to provide such services or allow Client to use the Program for the remainder of the current term(s), or give Client a prorated refund.

The Client Originating Company will be considered to have terminated this Agreement if neither it nor any of its participating Enterprise companies have placed orders for EPs for 24 consecutive months nor have Software Subscription and Support or Selected Support in effect, nor have any outstanding quotes for EPs.

Either of us may terminate this Agreement if the other does not comply with any of its terms, provided the one not complying is given written notice and reasonable time to comply.

Client agrees to promptly discontinue use of and destroy all of Client's copies of a Program upon termination of a license grant.

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

#### **1.9 Eligible Products**

IBM determines EPs, and assigns each EP a point value. IBM can add or withdraw EPs (including in CEO Product Categories), change PA point values, or add or withdraw a license metric for an EP at any time. EPs may not be used to provide commercial hosting or other commercial information technology services to third parties.

For an EP, IBM may withdraw a Fixed Term license, IBM Software Subscription and Support, and Select Support, Monthly Licensing (ML) in its entirety, or a SaaS or an Appliance Service in its entirety (collectively Options) on 12 months' written notice to all then current Clients by published announcement, letter, or e-mail.

If IBM withdraws an Option, Client understands that as of the effective date of such withdrawal, Client may not increase its level of use beyond the authorizations already acquired without IBM's written consent, renew or purchase that Option; and if Client renewed the Option prior to the notice of withdrawal, Client may either (a) continue to use/receive that Option until the end of the then current term or (b) obtain a prorated refund.

**1.10 Renewal**

**The term for a Fixed Term License, Token License, IBM Software Subscription and Support, Selected Support or Appliance Services automatically renews at then current charges, unless Client provides written notice of termination prior to expiration of the term.**

IBM may pro-rate charges for IBM Software Subscription and Support, Selected Support, Fixed Term Licenses of six months or more, and Appliance Services to align with Client's PA Anniversary.

To reinstate any expired Software Subscription and Support coverage, Selected Support, a Fixed Term License or Appliance Services, Client may not renew and must acquire Software Subscription and Support Reinstatement, Selected Support Reinstatement, Appliance Services Reinstatement or a new initial Fixed Term License.

For an ML, Client selects a renewal option at the time of order.

**1.11 Relationship Suggested Volume Price (RSVP) Level and Suggested Volume Pricing (SVP)**

An RSVP level is determined by aggregating points for all EPs ordered during Client's Term (described below). The point value of Client's initial EP order determines Client's initial RSVP level. Client may attain a higher RSVP Level by placing additional EP orders. The higher RSVP level will apply to orders placed after the higher RSVP level is attained. An SVP level is also calculated for each order, and is based on the point value for that order. If the SVP level for a particular order is higher than Client's current RSVP level, the SVP level will apply to that order.

The initial Term commences with Client's first order after enrollment and continues until the last day of the twelfth full month thereafter (i.e., the initial PA term includes 12 full months, plus if the order was not placed on the first day of a month, the remainder of the first month). On the first day of the month following the end of the prior Term (the Anniversary), the next 12 month Term begins. For each Term after the initial Term, Client's RSVP Level is reset on the Anniversary, based on EP acquired by all participating Client Sites during the prior Term. The RSVP Level for a new Term will not be lowered by more than one level below Client's RSVP level at the end of the prior Term.

**RSVP/SVP Level Table:**

RSVP/SVP Level	BL	D	E	F	G	H
Points	<500	500	1,000	2,500	5,000	10,000

**1.12 Compliance Verification**

Client will i) maintain, and provide upon request, records and system tools output, and access to Client's premises, as reasonably necessary for IBM and its independent auditor to verify Client's compliance with this Agreement, including Machine Code and Program licenses and metrics, such as sub-capacity usage, and ii) promptly order any required entitlements and pay additional charges at IBM's then current rates, (including uses in excess of Client's authorizations or entitlements, and associated IBM Subscription and Support and Selected Support), and other liabilities determined as a result of such verification. These compliance verification obligations remain in effect during the term of this Agreement and for two years thereafter. Client is responsible for retaining adequate records. If Client's records are inadequate to determine IBM Subscription and Support or Selected Support charges, IBM's charges for any excess usage will include two years of associated maintenance and IBM Subscription and Support or Selected Support.

**1.13 Programs in a Virtualization Environment (Sub-Capacity Licensing Terms)**

EPs that meet the operating system, processor technology, and virtualization environment requirements for sub-capacity usage may be licensed based on processor value units (PVUs) under Sub-Capacity Licensing terms (an Eligible Sub-Capacity Product) <http://www-01.ibm.com/software/passportadvantage/subcaplicensing.html>. Product deployments that cannot meet Sub-Capacity Licensing requirements must be licensed using Full Capacity terms.

PVU based licenses for Eligible Sub-Capacity Products must be acquired for the total number of PVUs associated with the virtualization capacity available to the Eligible Sub-Capacity Product as measured at <https://www-112.ibm.com/software/howtobuy/passportadvantage/valueunitcalculator/vucalc.wss>.

Prior to an increase in an Eligible Sub-Capacity Product's virtualization capacity, Client must first acquire sufficient licenses, including IBM Software Subscription and Support, if applicable, to cover that increase.

**1.14 Client's Reporting Responsibilities**

For Sub-Capacity usage of EPs, Client agrees to install and configure the most current version of IBM's license metric tool (ILMT) within 90 days of Client's first Sub-Capacity based Eligible Sub-Capacity Product deployment, to promptly

install any updates to ILMT that are made available, and to collect deployment data for each such EP. Exceptions to this requirement are i) when ILMT does not yet provide support for the Eligible Sub-Capacity Product, ii) if Client's Enterprise has fewer than 1,000 employees and contractors, Client is not a Service Provider (an entity that provides information technology services for end user customers, either directly or through a reseller), and Client has not contracted with a Service Provider to manage Client's environment in which EPs are deployed, iii) if the total physical capacity of Client's Enterprise servers measured on a full capacity basis, but licensed under Sub-Capacity terms is less than 1,000 PVUs, or iv) when Client's servers are licensed to full capacity.

For all instances where ILMT is not used, and for all non PVU based licenses, Client is required to manually manage and track Client's licenses as described in the Compliance Verification section above.

For all PVU based EP licenses, reports must contain the information in the example Audit Report available at <http://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html>. Reports must be prepared at least once per quarter. Failure to generate Reports or provide Reports to IBM will cause charging under full capacity for the total number of physical processor cores activated and available for use on the server.

Client will assign a person in Client's organization with authority to manage and promptly resolve questions on Audit Reports or inconsistencies between report contents, license entitlement, or ILMT configuration; and promptly place an order with IBM or Client's IBM 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.

## 2. **Warranties**

Unless IBM specifies otherwise, the following warranties apply only in the country of acquisition.

The warranty for an IBM Program is stated in its license agreement.

IBM warrants it provides IBM Software Subscription and Support, Selected Support and Appliance Services using reasonable care and skill.

IBM warrants that a Machine Component of an Appliance used in its specified operating environment conforms to its official published specifications. The warranty period for an IBM Machine Component of an Appliance is a fixed period commencing on its date of installation (also called "Warranty Start Date") specified in a TD. If a Machine Component does not function as warranted during the warranty period and IBM is unable to either i) make it do so or ii) replace it with one that is at least functionally equivalent, Client may return it to the party from whom Client acquired it for a refund.

The warranty for IBM SaaS is stated in its TD.

**IBM does not warrant uninterrupted or error-free operation of an EP or that IBM will correct all defects or prevent third party disruptions or unauthorized third party access to an EP. These warranties are the exclusive warranties from IBM and replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose. IBM warranties will not apply if there has been misuse, modification, damage not caused by IBM, failure to comply with instructions provided by IBM, or if otherwise stated in an Attachment or TD. Non-IBM Products are sold under this Agreement as is, without warranties of any kind.** Third parties may provide their own warranties to Client.

IBM will identify IBM EPs it does not warrant.

Unless otherwise specified in an Attachment or TD, IBM provides non-IBM EPs, **WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND**. Third parties provide and license products and services directly to Client under their own agreements.

## 3. **Programs and IBM Software Subscription and Support**

IBM Programs acquired under this Agreement are subject to IBM's International Program License Agreement IPLA, including its LI.

A Program may include the following, including the original and all whole or partial copies: 1) machine-readable instructions and data, 2) components, 3) audio-visual content (such as images, text, recordings, or pictures), 4) related licensed materials, and 5) license use documents or keys, and documentation.

With the exception of certain Programs that IBM designates as platform or operating system specific, Client may use and install Programs in any commercially available national language for any platform or operating system available from IBM up to the level of Client's authorizations.

### 3.1 **Money-back Guarantee**

The IPLA's "money-back guarantee" only applies the first time Client licenses the IBM Program under this Agreement or any other valid agreement. If an IBM Program license is for a Fixed Term subject to renewal or for an initial Commitment Term, Client may obtain a refund only if Client returns the Program and its PoE within the first 30 days of this initial term. The IPLA's "money-back guarantee" does not apply to Appliances.

### 3.2 **Conflict between this agreement and the IPLA**

If there is a conflict between the terms of this Agreement, including its Attachments and TDs, and those of the IPLA, including its LI, the terms of this Agreement prevail. The IPLA and its LIs are available on the Internet at <http://www.ibm.com/software/sla>.

### **3.3 IBM Trade-ups and Competitive Trade-ups**

Licenses for certain Programs that replace qualifying IBM Programs or qualifying Non-IBM Programs may be acquired for a reduced charge. Client agrees to terminate Client's use of the replaced Programs when Client installs the replacement Programs.

### **3.4 Monthly Licenses**

Monthly License Programs (ML Programs) are IBM Programs provided to Client for a monthly license charge. Monthly Licenses have a term that begins on the date that Client's order is accepted by IBM and continues for a period Client commits to pay IBM (a Commitment Term) as specified in the TD.

### **3.5 Fixed Term Licensing**

Fixed Term Licenses have a term that begins on the date that Client's order is accepted by IBM; on the calendar day following the expiration of a prior Fixed Term; or on the Anniversary date. A Fixed Term License is for the definite time specified by IBM in a TD.

### **3.6 Token Licenses**

EPs which are Eligible Token Products or ETPs are assigned a Token Value. As long as the total Tokens required for all ETPs used concurrently does not exceed the number of Tokens authorized in Client's PoE(s), Client may use Token(s) for a single ETP or for a combination of ETPs.

Prior to exceeding current Token authorizations or using an Eligible Token Product not authorized, Client must acquire sufficient additional Tokens and authorizations.

ETPs may contain a disabling device that will prevent them from being used after the end of the Fixed Term. Client agrees not to tamper with this disabling device and take precautions to avoid any loss of data.

### **3.7 CEO Product Categories**

Collections of EPs may be offered by IBM on a per user basis subject to a minimum initial user quantity (a CEO Product Category). For Client's first (primary) CEO Product Category, Client must acquire licenses for all users in their Enterprise who have been assigned a machine capable of accessing any Program in the CEO Product Category. For each additional (secondary) CEO Product Category, Client must meet the applicable minimum initial order quantity requirement.

Any installs of any component of a CEO Product Category can only be made and used by or for users for whom licenses have been obtained. All client-side Programs (used on an end user device to access a Program on a server) must be acquired from the same CEO Product Category as the server Program they access.

### **3.8 IBM Software Subscription and Support**

IBM provides IBM Software Subscription and Support with each IBM Program licensed under the IPLA.

IBM Software Subscription and Support begins on the date of IBM Program acquisition and ends on the last day of the corresponding month in the following year, unless the date of acquisition is the first day of the month, in which case coverage ends on the last day of the month, 12 months from acquisition.

IBM Software Subscription and Support includes defect corrections, restrictions, bypasses, and any new versions, releases, or updates IBM makes generally available.

IBM provides Client assistance for Client's i) routine, short duration installation and usage (how-to) questions; ii) code-related questions (together "Support"). Consult the IBM Software Support Handbook for details at <http://www.ibm.com/software/support>. Support for a particular version or release of an IBM Program is available only until IBM withdraws Support for that IBM Program's version or release. When Support is withdrawn, Client must upgrade to a supported version or release of the IBM Program to continue to receive Support. The IBM "Software Support Lifecycle" policy is available at <http://www.ibm.com/software/info/supportlifecycle/>.

If Client elects to continue IBM Software Subscription and Support for an IBM Program at a designated Client Site, Client must maintain IBM Software Subscription and Support for all uses and installations of the IBM Program at that Site.

If Client requests to renew expiring IBM Software Subscription and Support at a lesser quantity of IBM Program uses and installations than the expiring quantity, Client must provide a report that verifies current IBM Program usage and installation, and may be required to provide other compliance verification information.

Client shall not use IBM Software Subscription and Support benefits for IBM Programs for which Client has not fully paid for IBM Software Subscription and Support. If Client does, Client must acquire IBM Software Subscription and Support reinstatement sufficient to cover all such unauthorized use at then current IBM prices.

### **3.9 Selected Support**

Selected Support may be available for (i) Non-IBM Programs or for (ii) Programs licensed under the IBM License Agreement for Non-Warranted Programs (together "Selected Programs").

The IBM Software Subscription and Support section above applies to Selected Programs under Selected Support except that 1) IBM may provide Client with assistance in designing and developing applications based on Client's subscription level; 2) the IBM "Software Support Lifecycle" policy does not apply; and 3) no new versions, releases or updates are provided by IBM.

IBM does not provide licenses under this Agreement for Selected Programs.

#### **4. Appliances**

An Appliance is an 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 that apply to a Program apply to the Program Component of an Appliance. Client shall not use an Appliance component independently of the Appliance of which it is a part

Each Appliance is manufactured from parts that may be new or used, and in some cases, an Appliance or its replacement parts may have been previously installed. Regardless, IBM's warranty terms apply.

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.

If IBM is responsible for installation, Client will allow installation within 30 calendar days of shipment or additional charges may apply. Client will promptly install or allow IBM to install mandatory engineering changes. Client installs a Client-set-up Appliance according to instructions provided with it.

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 MC'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 Appliance. 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).

#### **4.1 IBM Appliance Services**

IBM provides Appliance Services for Appliances consisting of Machine maintenance and IBM Software and Support as a single offering as further described in the Appliance Support Handbook at <http://www.ibm.com/software/appliance/support>.

One year of Appliance Services, starting on the Warranty Start Date specified in a TD, is included with the purchase of an Appliance. Thereafter, automatic renewal terms apply. All renewals will be fulfilled with Appliance Services offered at the same level of service, if available, that Client was entitled to during that first year. Parts removed or exchanged for upgrade, warranty service, or maintenance are IBM property and must be returned to IBM within thirty days. A replacement assumes the warranty or maintenance status of the replaced part. When Client returns an Appliance to IBM, Client will remove all features not supported under Appliance Services, securely erase all data, and ensure that it is free of any legal restrictions that would prevent its return.

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

#### **5. IBM SaaS**

IBM Software as a Service (IBM SaaS) is an EP offering IBM provides to Client remotely through the Internet providing access to (i) functionality of Programs, (ii) infrastructure, and (iii) technical support. IBM SaaS is not a Program but may require Client to download enabling software to use it.

Client acknowledges that International Business Machines Corporation and its subsidiaries do not control the transfer of data over telecommunications facilities, including the Internet. IBM will only provide access and use of Client's proprietary content to IBM employees and contractors as needed to deliver IBM SaaS. IBM will not disclose Client's proprietary content and will return or destroy it upon the expiration or cancellation of IBM SaaS. IBM will provide Client notice of any unauthorized third party access to Client's content of which IBM becomes aware and will use reasonable efforts to remediate identified security vulnerabilities.

Client may access and use IBM SaaS only to the extent of authorizations acquired by Client. Client is responsible for use of IBM SaaS by any party who accesses the IBM SaaS with Client's account credentials. An IBM SaaS may not be used for unlawful, obscene, offensive or fraudulent content or activity, in any jurisdiction for any user, such as advocating or causing harm, interfering with or violating the integrity or security of a network or system, evading filters, sending unsolicited, abusive or deceptive messages, viruses or harmful code, or violating third party rights. If there is a complaint or notice of violation, use may be suspended until resolved, and terminated if not resolved promptly. Unless expressly provided in a TD, Client is not authorized to use IBM SaaS to provide hosting or timesharing services to any third party.

The terms of a specific IBM SaaS offering are provided in its TD and may include without limitation, definitions, description of subscription and services, charge metrics, renewal and restrictions. TDs can be viewed at <http://www-03.ibm.com/software/sla/sladb.nsf/sla/saas/>.

An IBM SaaS Subscription Period begins on the date that IBM notifies Client that Client has access and ends the last day of the month specified in the TD.

During an IBM SaaS Subscription Period, Client may increase Client's subscribed level of an IBM SaaS, but may only decrease the subscribed level at the end of a Subscription Period when renewing.

During an IBM SaaS Subscription Period IBM provides assistance, as specified in the TD, for Client's offering-specific, task-oriented questions regarding IBM SaaS. IBM SaaS technical support is available only for the currently supported versions of IBM SaaS, Client operating systems, Internet browsers, and software. IBM technical support for SaaS is available during the normal business hours (published prime shift hours) of the IBM SaaS support center.

## International Passport Advantage Agreement - Country Required Terms (CRTs)

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### AMERICAS

**Governing Laws and Geographic Scope** – *Replace the phrase, “the laws of the country where the transaction is performed (or for internet delivered Services, the laws of the country of Client’s Business Address)” with:*

**Canada:** the laws of the Province of Ontario.

**United States, Anguilla, Antigua/Barbuda, Aruba, British Virgin Islands, Cayman Islands, Dominica, Grenada, Guyana, Saint Kitts and Nevis, Saint Lucia, Saint Maarten, Saint Vincent and the Grenadines:** the laws of the State of New York, United States.

**General** – *Replace the first sentence of paragraph two with:*

**Latin America (all countries):** Client accepts the terms in Attachments and Transaction Documents by signing the Attachments and Transaction Documents.

**General** – *Add, where required:*

**Canada,** in Province of Quebec add: Both parties agree to write this document in English. Les parties ont convenu de rédiger le présent document en langue anglaise.

### ASIA PACIFIC

**Governing Laws and Geographic Scope** – *Replace the phrase, “the laws of the country where the transaction is performed (or for internet delivered Services, the laws of the country of Client’s Business Address)” with:*

**Cambodia, Laos:** the laws of the State of New York, United States;

**Australia:** the laws of the State or Territory in which the transaction is performed;

**Hong Kong SAR, Macau SAR:** the laws of Hong Kong Special Administrative Region (“SAR”);

**Korea:** the laws of the Republic of Korea;

**Taiwan:** the laws of Taiwan.

**Governing Laws and Geographic Scope**– *Add as a new paragraph:*

**Cambodia, India, Laos, Philippines, Vietnam:** Disputes will be finally settled by arbitration, held in Singapore, in accordance with the Arbitration Rules of the Singapore International Arbitration Center (“SIAC Rules”) then in effect.

**Indonesia:** Disputes will be finally settled by arbitration, held in Jakarta, Indonesia, in accordance with the rules of the Board of the Indonesian National Board of Arbitration (Badan Arbitrase Nasional Indonesia or “BANI”) then in effect.

**Malaysia:** Disputes will be finally settled by arbitration held in Kuala Lumpur in accordance with the Arbitration Rules of the Kuala Lumpur Regional Centre for Arbitration (“KLRCAR Rules”) then in effect.

**People’s Republic of China:** Either party has the right to submit the dispute to the China International Economic and Trade Arbitration Commission in Beijing, the PRC, for arbitration in accordance with arbitration rules in force at the time.

**Governing Laws and Geographic Scope** – *Add as a new paragraph:*

**Hong Kong SAR, Macau SAR, Korea and Taiwan:**

All rights and obligations are subject to the courts of the country in which the transaction is performed except that in the countries identified below, all disputes will be brought before and subject to the exclusive jurisdiction of the following courts of competent jurisdiction:

**Hong Kong SAR, Macau SAR:** the courts of Hong Kong Special Administrative Region (SAR);

**Korea:** the Seoul Central District Court of the Republic of Korea;

**Taiwan:** the courts of Taiwan.

### EMEA

**Appliances** – *Replace the fourth paragraph with:*

**Spain, Switzerland, and Turkey:** When IBM accepts Client’s order, IBM transfers title to Client or, if applicable, Client’s lessor when the Appliance is shipped to Client or its designated location. However, IBM reserves a purchase money security interest in the MC until IBM receives the amounts due.

**Warranties** – *Add to all countries in Western Europe, after paragraph 4:*

The warranty for Machines acquired in Western Europe will be valid and applicable in all Western European countries, provided the Machines have been announced and made available in such countries. For purposes of this paragraph, “**Western Europe**” means Andorra, Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom, Vatican State, and any country that subsequently joins the European Union, from date of accession.

### Liability and Indemnity

**France, Germany, Malta, Portugal, Spain** – *Insert after “exceed” and before “the amount”:* the greater of €500,000 (five hundred thousand euro) or

Ireland, UK - *Replace the phrase “up to the amounts paid” with: up to 125% of the amounts paid*

**Governing Laws and Geographic Scope** – *Replace the phrase, “the laws of the country where the transaction is performed (or for internet delivered Services, the laws of the country of Client’s Business Address)” with:*

**Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Former Yugoslav Republic of Macedonia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Moldova, Montenegro, Romania, Serbia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan:** the laws of Austria;

**Algeria, Andorra, Benin, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis and Futuna:** the laws of France;

**Angola, Bahrain, Botswana, Egypt, Eritrea, Ethiopia, Gambia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome and Principe, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, the United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe:** the laws of England;

**Estonia, Latvia, and Lithuania:** the laws of Finland;

**Russia:** the laws of the Russian Federation;

**South Africa, Namibia, Lesotho and Swaziland:** the laws of the Republic of South Africa.

**Governing Laws and Geographic Scope**– *Add to the end of the first paragraph:*

**Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Former Yugoslav Republic of Macedonia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Moldova, Montenegro, Romania, Serbia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan:** All disputes will be finally settled under the Rules of Arbitration and Conciliation of the Federal Economic Chamber in Vienna (Vienna Rules).

**Algeria, Benin, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, Guinea-Bissau, French Guiana, French Polynesia, Gabon, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, Wallis and Futuna:** Any dispute will be finally settled by arbitration, administered by the ICC International Court of Arbitration, in Paris, in accordance with its arbitration rules in effect at the time of arbitration, except as may be modified herein or by agreement of the parties.

**Angola, Bahrain, Botswana, Egypt, Eritrea, Ethiopia, Gambia, Ghana, Jordan, Kenya, Kuwait, Liberia, Libya, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome and Principe, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, West Bank/Gaza, Yemen, Zambia, Zimbabwe:** Any dispute will be finally settled by arbitration, administered by the London Court of International Arbitration, in accordance with the LCIA arbitration rules in effect at the time of arbitration, except as may be modified herein or by agreement of the parties.

**Estonia, Latvia, and Lithuania:** All disputes will be finally settled in arbitration to be held in Helsinki, Finland in accordance with the arbitration laws of Finland then in effect.

**Russia:** All disputes will be settled by Arbitration Court of Moscow.

**South Africa, Namibia, Lesotho, and Swaziland:** Any dispute will be finally settled by arbitration, administered by the Arbitration Foundation of South Africa Rules (AFSA Rules), in accordance with the ICC arbitration rules in effect at the time of arbitration, except as may be modified herein or by agreement of the parties.

**Governing Laws and Geographic Scope** – *Add to the end of the second paragraph:*

All disputes will be brought before and subject to the exclusive jurisdiction of the following courts of competent jurisdiction:

**Andorra:** the Commercial Court of Paris;

**Austria:** the court of Vienna, Austria (Inner-City);

**Greece:** the competent court of Athens;

**Israel:** the courts of Tel Aviv-Jaffa;

**Italy:** the courts of Milan;

**Portugal:** the courts of Lisbon;

**South Africa, Namibia, Lesotho and Swaziland:** the High Court in Johannesburg;

**Spain:** the courts of Madrid;

**Turkey:** the Istanbul Central (Çağlayan) Courts and Execution Directorates of Istanbul, the Republic of Turkey;

**United Kingdom:** the English courts.



**JUDICIAL COUNCIL OF CALIFORNIA  
MASTER AGREEMENT MA-201402 WITH INTERNATIONAL BUSINESS MACHINES CORPORATION**

**EXHIBIT E  
IBM INTERNATIONAL PROGRAM LICENSE AGREEMENT (IPLA)**

1. The IBM International Program License Agreement (IPLA), version Z125-3301-14 7/2011, consists of the 17 pages immediately following this page.

*END OF EXHIBIT E*



# International Program License Agreement

## Part 1 - General Terms

BY DOWNLOADING, INSTALLING, COPYING, ACCESSING, CLICKING ON AN “ACCEPT” BUTTON, OR OTHERWISE USING THE PROGRAM, LICENSEE AGREES TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF LICENSEE, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND LICENSEE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS,

- DO NOT DOWNLOAD, INSTALL, COPY, ACCESS, CLICK ON AN “ACCEPT” BUTTON, OR USE THE PROGRAM; AND
- PROMPTLY RETURN THE UNUSED MEDIA, DOCUMENTATION, AND PROOF OF ENTITLEMENT TO THE PARTY FROM WHOM IT WAS OBTAINED FOR A REFUND OF THE AMOUNT PAID. IF THE PROGRAM WAS DOWNLOADED, DESTROY ALL COPIES OF THE PROGRAM.

### 1. Definitions

“**Authorized Use**” – the specified level at which Licensee is authorized to execute or run the Program. That level may be measured by number of users, millions of service units (“MSUs”), Processor Value Units (“PVUs”), or other level of use specified by IBM.

“**IBM**” – International Business Machines Corporation or one of its subsidiaries.

“**License Information**” (“**LI**”) – a document that provides information and any additional terms specific to a Program. The Program’s LI is available at <http://www.ibm.com/software/sla/>. The LI can also be found in the Program’s directory, by the use of a system command, or as a booklet included with the Program.

“**Program**” – the following, including the original and all whole or partial copies: 1) machine-readable instructions and data, 2) components, files, and modules, 3) audio-visual content (such as images, text, recordings, or pictures), and 4) related licensed materials (such as keys and documentation).

“**Proof of Entitlement**” (“**PoE**”) – evidence of Licensee’s Authorized Use. The PoE is also evidence of Licensee’s eligibility for warranty, future update prices, if any, and potential special or promotional opportunities. If IBM does not provide Licensee with a PoE, then IBM may accept as the PoE the original paid sales receipt or other sales record from the party (either IBM or its reseller) from whom Licensee obtained the Program, provided that it specifies the Program name and Authorized Use obtained.

“**Warranty Period**” – one year, starting on the date the original Licensee is granted the license.

### 2. Agreement Structure

This Agreement includes **Part 1 - General Terms**, **Part 2 - Country-unique Terms** (if any), the LI, and the PoE and is the complete agreement between Licensee and IBM regarding the use of the Program. It replaces any prior oral or written communications between Licensee and IBM concerning Licensee’s use of the Program. The terms of Part 2 may replace or modify those of Part 1. To the extent of any conflict, the LI prevails over both Parts.

### 3. License Grant

The Program is owned by IBM or an IBM supplier, and is copyrighted and licensed, not sold.

IBM grants Licensee a nonexclusive license to 1) use the Program up to the Authorized Use specified in the PoE, 2) make and install copies to support such Authorized Use, and 3) make a backup copy, all provided that

- a. Licensee has lawfully obtained the Program and complies with the terms of this Agreement;
- b. the backup copy does not execute unless the backed-up Program cannot execute;
- c. Licensee reproduces all copyright notices and other legends of ownership on each copy, or partial copy, of the Program;
- d. Licensee ensures that anyone who uses the Program (accessed either locally or remotely) 1) does so only on Licensee’s behalf and 2) complies with the terms of this Agreement;
- e. Licensee does not 1) use, copy, modify, or distribute the Program except as expressly permitted in this Agreement; 2) reverse assemble, reverse compile, otherwise translate, or reverse engineer the Program, except as expressly permitted by law without the possibility of contractual waiver; 3) use

any of the Program's components, files, modules, audio-visual content, or related licensed materials separately from that Program; or 4) sublicense, rent, or lease the Program; and

- f. if Licensee obtains this Program as a Supporting Program, Licensee uses this Program only to support the Principal Program and subject to any limitations in the license to the Principal Program, or, if Licensee obtains this Program as a Principal Program, Licensee uses all Supporting Programs only to support this Program, and subject to any limitations in this Agreement. For purposes of this Item "f," a "Supporting Program" is a Program that is part of another IBM Program ("Principal Program") and identified as a Supporting Program in the Principal Program's LI. (To obtain a separate license to a Supporting Program without these restrictions, Licensee should contact the party from whom Licensee obtained the Supporting Program.)

This license applies to each copy of the Program that Licensee makes.

### **3.1 Trade-ups, Updates, Fixes, and Patches**

#### **3.1.1 Trade-ups**

If the Program is replaced by a trade-up Program, the replaced Program's license is promptly terminated.

#### **3.1.2 Updates, Fixes, and Patches**

When Licensee receives an update, fix, or patch to a Program, Licensee accepts any additional or different terms that are applicable to such update, fix, or patch that are specified in its LI. If no additional or different terms are provided, then the update, fix, or patch is subject solely to this Agreement. If the Program is replaced by an update, Licensee agrees to promptly discontinue use of the replaced Program.

### **3.2 Fixed Term Licenses**

If IBM licenses the Program for a fixed term, Licensee's license is terminated at the end of the fixed term, unless Licensee and IBM agree to renew it.

### **3.3 Term and Termination**

This Agreement is effective until terminated.

IBM may terminate Licensee's license if Licensee fails to comply with the terms of this Agreement.

If the license is terminated for any reason by either party, Licensee agrees to promptly discontinue use of and destroy all of Licensee's copies of the Program. Any terms of this Agreement that by their nature extend beyond termination of this Agreement remain in effect until fulfilled, and apply to both parties' respective successors and assignees.

## **4. Charges**

Charges are based on Authorized Use obtained, which is specified in the PoE. IBM does not give credits or refunds for charges already due or paid, except as specified elsewhere in this Agreement.

If Licensee wishes to increase its Authorized Use, Licensee must notify IBM or an authorized IBM reseller in advance and pay any applicable charges.

## **5. Taxes**

If any authority imposes on the Program a duty, tax, levy, or fee, excluding those based on IBM's net income, then Licensee agrees to pay that amount, as specified in an invoice, or supply exemption documentation. Licensee is responsible for any personal property taxes for the Program from the date that Licensee obtains it. If any authority imposes a customs duty, tax, levy, or fee for the import into or the export, transfer, access, or use of the Program outside the country in which the original Licensee was granted the license, then Licensee agrees that it is responsible for, and will pay, any amount imposed.

## **6. Money-back Guarantee**

If Licensee is dissatisfied with the Program for any reason and is the original Licensee, Licensee may terminate the license and obtain a refund of the amount Licensee paid for the Program, provided that Licensee returns the Program and PoE to the party from whom Licensee obtained it within 30 days of the date the PoE was issued to Licensee. If the license is for a fixed term that is subject to renewal, then Licensee may obtain a refund only if the Program and its PoE are returned within the first 30 days of the initial term. If Licensee downloaded the Program, Licensee should contact the party from whom Licensee obtained it for instructions on how to obtain the refund.

## 7. Program Transfer

Licensee may transfer the Program and all of Licensee's license rights and obligations to another party only if that party agrees to the terms of this Agreement. If the license is terminated for any reason by either party, Licensee is prohibited from transferring the Program to another party. Licensee may not transfer a portion of 1) the Program or 2) the Program's Authorized Use. When Licensee transfers the Program, Licensee must also transfer a hard copy of this Agreement, including the LI and PoE. Immediately after the transfer, Licensee's license terminates.

## 8. Warranty and Exclusions

### 8.1 Limited Warranty

IBM warrants that the Program, when used in its specified operating environment, will conform to its specifications. The Program's specifications, and specified operating environment information, can be found in documentation accompanying the Program (such as a read-me file) or other information published by IBM (such as an announcement letter). Licensee agrees that such documentation and other Program content may be supplied only in the English language, unless otherwise required by local law without the possibility of contractual waiver or limitation.

The warranty applies only to the unmodified portion of the Program. IBM does not warrant uninterrupted or error-free operation of the Program, or that IBM will correct all Program defects. Licensee is responsible for the results obtained from the use of the Program.

During the Warranty Period, IBM provides Licensee with access to IBM databases containing information on known Program defects, defect corrections, restrictions, and bypasses at no additional charge. Consult the IBM Software Support Handbook for further information at <http://www.ibm.com/software/support>.

If the Program does not function as warranted during the Warranty Period and the problem cannot be resolved with information available in the IBM databases, Licensee may return the Program and its PoE to the party (either IBM or its reseller) from whom Licensee obtained it and receive a refund of the amount Licensee paid. After returning the Program, Licensee's license terminates. If Licensee downloaded the Program, Licensee should contact the party from whom Licensee obtained it for instructions on how to obtain the refund.

### 8.2 Exclusions

**THESE WARRANTIES ARE LICENSEE'S EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND ANY WARRANTY OR CONDITION OF NON-INFRINGEMENT. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO LICENSEE. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO LICENSEE.**

**THESE WARRANTIES GIVE LICENSEE SPECIFIC LEGAL RIGHTS. LICENSEE MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.**

**THE WARRANTIES IN THIS SECTION 8 (WARRANTY AND EXCLUSIONS) ARE PROVIDED SOLELY BY IBM. THE DISCLAIMERS IN THIS SUBSECTION 8.2 (EXCLUSIONS), HOWEVER, ALSO APPLY TO IBM'S SUPPLIERS OF THIRD PARTY CODE. THOSE SUPPLIERS PROVIDE SUCH CODE WITHOUT WARRANTIES OR CONDITION OF ANY KIND. THIS PARAGRAPH DOES NOT NULLIFY IBM'S WARRANTY OBLIGATIONS UNDER THIS AGREEMENT.**

## 9. Licensee Data and Databases

To assist Licensee in isolating the cause of a problem with the Program, IBM may request that Licensee 1) allow IBM to remotely access Licensee's system or 2) send Licensee information or system data to IBM. However, IBM is not obligated to provide such assistance unless IBM and Licensee enter a separate written agreement under which IBM agrees to provide to Licensee that type of technical support, which is beyond IBM's warranty obligations in this Agreement. In any event, IBM uses information about errors and problems to improve its products and services, and assist with its provision of related support

offerings. For these purposes, IBM may use IBM entities and subcontractors (including in one or more countries other than the one in which Licensee is located), and Licensee authorizes IBM to do so.

Licensee remains responsible for 1) any data and the content of any database Licensee makes available to IBM, 2) the selection and implementation of procedures and controls regarding access, security, encryption, use, and transmission of data (including any personally-identifiable data), and 3) backup and recovery of any database and any stored data. Licensee will not send or provide IBM access to any personally-identifiable information, whether in data or any other form, and will be responsible for reasonable costs and other amounts that IBM may incur relating to any such information mistakenly provided to IBM or the loss or disclosure of such information by IBM, including those arising out of any third party claims.

## **10. Limitation of Liability**

The limitations and exclusions in this Section 10 (Limitation of Liability) apply to the full extent they are not prohibited by applicable law without the possibility of contractual waiver.

### **10.1 Items for Which IBM May Be Liable**

Circumstances may arise where, because of a default on IBM's part or other liability, Licensee is entitled to recover damages from IBM. Regardless of the basis on which Licensee is entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), IBM's entire liability for all claims in the aggregate arising from or related to each Program or otherwise arising under this Agreement will not exceed the amount of any 1) damages for bodily injury (including death) and damage to real property and tangible personal property and 2) other actual direct damages up to the charges (if the Program is subject to fixed term charges, up to twelve months' charges) Licensee paid for the Program that is the subject of the claim.

This limit also applies to any of IBM's Program developers and suppliers. It is the maximum for which IBM and its Program developers and suppliers are collectively responsible.

### **10.2 Items for Which IBM Is Not Liable**

**UNDER NO CIRCUMSTANCES IS IBM, ITS PROGRAM DEVELOPERS OR SUPPLIERS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY:**

- a. **LOSS OF, OR DAMAGE TO, DATA;**
- b. **SPECIAL, INCIDENTAL, EXEMPLARY, OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR**
- c. **LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.**

## **11. Compliance Verification**

For purposes of this Section 11 (Compliance Verification), "IPLA Program Terms" means 1) this Agreement and applicable amendments and transaction documents provided by IBM, and 2) IBM software policies that may be found at the IBM Software Policy website ([www.ibm.com/softwarepolicies/](http://www.ibm.com/softwarepolicies/)), including but not limited to those policies concerning backup, sub-capacity pricing, and migration.

The rights and obligations set forth in this Section 11 remain in effect during the period the Program is licensed to Licensee, and for two years thereafter.

### **11.1 Verification Process**

Licensee agrees to create, retain, and provide to IBM and its auditors accurate written records, system tool outputs, and other system information sufficient to provide auditable verification that Licensee's use of all Programs is in compliance with the IPLA Program Terms, including, without limitation, all of IBM's applicable licensing and pricing qualification terms. Licensee is responsible for 1) ensuring that it does not exceed its Authorized Use, and 2) remaining in compliance with IPLA Program Terms.

Upon reasonable notice, IBM may verify Licensee's compliance with IPLA Program Terms at all sites and for all environments in which Licensee uses (for any purpose) Programs subject to IPLA Program Terms. Such verification will be conducted in a manner that minimizes disruption to Licensee's business, and may be conducted on Licensee's premises, during normal business hours. IBM may use an independent auditor to assist with such verification, provided IBM has a written confidentiality agreement in place with such auditor.

## 11.2 Resolution

IBM will notify Licensee in writing if any such verification indicates that Licensee has used any Program in excess of its Authorized Use or is otherwise not in compliance with the IPLA Program Terms. Licensee agrees to promptly pay directly to IBM the charges that IBM specifies in an invoice for 1) any such excess use, 2) support for such excess use for the lesser of the duration of such excess use or two years, and 3) any additional charges and other liabilities determined as a result of such verification.

## 12. Third Party Notices

The Program may include third party code that IBM, not the third party, licenses to Licensee under this Agreement. Notices, if any, for the third party code ("Third Party Notices") are included for Licensee's information only. These notices can be found in the Program's NOTICES file(s). Information on how to obtain source code for certain third party code can be found in the Third Party Notices. If in the Third Party Notices IBM identifies third party code as "Modifiable Third Party Code," IBM authorizes Licensee to 1) modify the Modifiable Third Party Code and 2) reverse engineer the Program modules that directly interface with the Modifiable Third Party Code provided that it is only for the purpose of debugging Licensee's modifications to such third party code. IBM's service and support obligations, if any, apply only to the unmodified Program.

## 13. General

- a. Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.
- b. For Programs IBM provides to Licensee in tangible form, IBM fulfills its shipping and delivery obligations upon the delivery of such Programs to the IBM-designated carrier, unless otherwise agreed to in writing by Licensee and IBM.
- c. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.
- d. Licensee agrees to comply with all applicable export and import laws and regulations, including U.S. embargo and sanctions regulations and prohibitions on export for certain end uses or to certain users.
- e. Licensee authorizes International Business Machines Corporation and its subsidiaries (and their successors and assigns, contractors and IBM Business Partners) to store and use Licensee's business contact information wherever they do business, in connection with IBM products and services, or in furtherance of IBM's business relationship with Licensee.
- f. Each party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations under this Agreement. The parties will attempt in good faith to resolve all disputes, disagreements, or claims between the parties relating to this Agreement.
- g. Unless otherwise required by applicable law without the possibility of contractual waiver or limitation: 1) neither party will bring a legal action, regardless of form, for any claim arising out of or related to this Agreement more than two years after the cause of action arose; and 2) upon the expiration of such time limit, any such claim and all respective rights related to the claim lapse.
- h. Neither Licensee nor IBM is responsible for failure to fulfill any obligations due to causes beyond its control.
- i. No right or cause of action for any third party is created by this Agreement, nor is IBM responsible for any third party claims against Licensee, except as permitted in Subsection 10.1 (Items for Which IBM May Be Liable) above for bodily injury (including death) or damage to real or tangible personal property for which IBM is legally liable to that third party.
- j. In entering into this Agreement, neither party is relying on any representation not specified in this Agreement, including but not limited to any representation concerning: 1) the performance or function of the Program, other than as expressly warranted in Section 8 (Warranty and Exclusions) above; 2) the experiences or recommendations of other parties; or 3) any results or savings that Licensee may achieve.
- k. IBM has signed agreements with certain organizations (called "IBM Business Partners") to promote, market, and support certain Programs. IBM Business Partners remain independent and separate from IBM. IBM is not responsible for the actions or statements of IBM Business Partners or obligations they have to Licensee.

- I. The license and intellectual property indemnification terms of Licensee's other agreements with IBM (such as the IBM Customer Agreement) do not apply to Program licenses granted under this Agreement.

## **14. Geographic Scope and Governing Law**

### **14.1 Governing Law**

Both parties agree to the application of the laws of the country in which Licensee obtained the Program license to govern, interpret, and enforce all of Licensee's and IBM's respective rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

The United Nations Convention on Contracts for the International Sale of Goods does not apply.

### **14.2 Jurisdiction**

All rights, duties, and obligations are subject to the courts of the country in which Licensee obtained the Program license.

# IBM International Program License Agreement

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## Part 2 - Country-unique Terms

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

- Multiple country amendments to Part 1, Section 14 (Governing Law and Jurisdiction);
- Americas country amendments to other Agreement terms;
- Asia Pacific country amendments to other Agreement terms; and
- Europe, Middle East, and Africa country amendments to other Agreement terms.

### Multiple country amendments to Part 1, Section 14 (Governing Law and Jurisdiction)

#### 14.1 Governing Law

*The phrase “the laws of the country in which Licensee obtained the Program license” in the first paragraph of 14.1 Governing Law is replaced by the following phrases in the countries below:*

#### AMERICAS

- (1) in **Canada**: the laws in the Province of Ontario;
- (2) in **Mexico**: the federal laws of the Republic of Mexico;
- (3) in the **United States, Anguilla, Antigua/Barbuda, Aruba, British Virgin Islands, Cayman Islands, Dominica, Grenada, Guyana, Saint Kitts and Nevis, Saint Lucia, Saint Maarten, and Saint Vincent and the Grenadines**: the laws of the State of New York, United States;
- (4) in **Venezuela**: the laws of the Bolivarian Republic of Venezuela;

#### ASIA PACIFIC

- (5) in **Cambodia and Laos**: the laws of the State of New York, United States;
- (6) in **Australia**: the laws of the State or Territory in which the transaction is performed;
- (7) in **Hong Kong SAR and Macau SAR**: the laws of Hong Kong Special Administrative Region (“SAR”);
- (8) in **Taiwan**: the laws of Taiwan

#### EUROPE, MIDDLE EAST, AND AFRICA

- (9) in **Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Former Yugoslav Republic of Macedonia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Moldova, Montenegro, Poland, Romania, Russia, Serbia, Slovakia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan**: the laws of Austria;
- (10) in **Algeria, Andorra, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis and Futuna**: the laws of France;
- (11) in **Estonia, Latvia, and Lithuania**: the laws of Finland;
- (12) in **Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome and Principe, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, the United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe**: the laws of England; and
- (13) in **South Africa, Namibia, Lesotho and Swaziland**: the laws of the Republic of South Africa.



## 14.2 Jurisdiction

*The following paragraph pertains to jurisdiction and replaces Subsection 14.2 (Jurisdiction) as it applies for those countries identified in bold below:*

All rights, duties, and obligations are subject to the courts of the country in which Licensee obtained the Program license except that in the countries identified below all disputes arising out of or related to this Agreement, including summary proceedings, will be brought before and subject to the exclusive jurisdiction of the following courts of competent jurisdiction:

### AMERICAS

- (1) in **Argentina**: the Ordinary Commercial Court of the city of Buenos Aires,
- (2) in **Brazil**: the court of Rio de Janeiro, RJ;
- (3) in **Chile**: the Civil Courts of Justice of Santiago;
- (4) in **Ecuador**: the civil judges of Quito for executory or summary proceedings (as applicable);
- (5) in **Mexico**: the courts located in Mexico City, Federal District;
- (6) in **Peru**: the judges and tribunals of the judicial district of Lima, Cercado;
- (7) in **Uruguay**: the courts of the city of Montevideo;
- (8) in **Venezuela**: the courts of the metropolitan area of the city of Caracas;

### EUROPE, MIDDLE EAST, AND AFRICA

- (9) in **Austria**: the court of law in Vienna, Austria (Inner-City);
- (10) in **Algeria, Andorra, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, France, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Monaco, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis and Futuna**: the Commercial Court of Paris;
- (11) in **Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome and Principe, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, the United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe**: the English courts;
- (12) in **South Africa, Namibia, Lesotho and Swaziland**: the High Court in Johannesburg;
- (13) in **Greece**: the competent court of Athens;
- (14) in **Israel**: the courts of Tel Aviv-Jaffa;
- (15) in **Italy**: the courts of Milan;
- (16) in **Portugal**: the courts of Lisbon;
- (17) in **Spain**: the courts of Madrid; and
- (18) in **Turkey**: the Istanbul Central Courts and Execution Directorates of Istanbul, the Republic of Turkey.

## 14.3 Arbitration

*The following paragraph is added as a new Subsection 14.3 (Arbitration) as it applies for those countries identified in bold below. The provisions of this Subsection 14.3 prevail over those of Subsection 14.2 (Jurisdiction) to the extent permitted by the applicable governing law and rules of procedure:*

### ASIA PACIFIC

- (1) In **Cambodia, India, Laos, Philippines, and Vietnam**:  
Disputes arising out of or in connection with this Agreement will be finally settled by arbitration which will be held in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Center (“SIAC Rules”) then in effect. The arbitration award will be final and binding for the parties without appeal and will be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators will be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties will appoint a third arbitrator who will act as chairman of the proceedings. Vacancies in the post of chairman will be filled by the president of the SIAC. Other vacancies will be filled by the respective nominating party. Proceedings will continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator will be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings will be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

(2) **In the People's Republic of China:**

In case no settlement can be reached, the disputes will be submitted to China International Economic and Trade Arbitration Commission for arbitration according to the then effective rules of the said Arbitration Commission. The arbitration will take place in Beijing and be conducted in Chinese. The arbitration award will be final and binding on both parties. During the course of arbitration, this agreement will continue to be performed except for the part which the parties are disputing and which is undergoing arbitration.

(3) **In Indonesia:**

Each party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations under this Agreement. The parties will attempt in good faith to resolve all disputes, disagreements, or claims between the parties relating to this Agreement. Unless otherwise required by applicable law without the possibility of contractual waiver or limitation, i) neither party will bring a legal action, regardless of form, arising out of or related to this Agreement or any transaction under it more than two years after the cause of action arose; and ii) after such time limit, any legal action arising out of this Agreement or any transaction under it and all respective rights related to any such action lapse.

Disputes arising out of or in connection with this Agreement shall be finally settled by arbitration that shall be held in Jakarta, Indonesia in accordance with the rules of Board of the Indonesian National Board of Arbitration (Badan Arbitrase Nasional Indonesia or "BANI") then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the chairman of the BANI. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English and/or Indonesian language.

**EUROPE, MIDDLE EAST, AND AFRICA**

(4) **In Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Former Yugoslav Republic of Macedonia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Moldova, Montenegro, Poland, Romania, Russia, Serbia, Slovakia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan:**

All disputes arising out of this Agreement or related to its violation, termination or nullity will be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Center of the Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with these rules. The arbitration will be held in Vienna, Austria, and the official language of the proceedings will be English. The decision of the arbitrators will be final and binding upon both parties. Therefore, pursuant to paragraph 598 (2) of the Austrian Code of Civil Procedure, the parties expressly waive the application of paragraph 595 (1) figure 7 of

the Code. IBM may, however, institute proceedings in a competent court in the country of installation.

(5) In **Estonia, Latvia, and Lithuania:**

All disputes arising in connection with this Agreement will be finally settled in arbitration that will be held in Helsinki, Finland in accordance with the arbitration laws of Finland then in effect. Each party will appoint one arbitrator. The arbitrators will then jointly appoint the chairman. If arbitrators cannot agree on the chairman, then the Central Chamber of Commerce in Helsinki will appoint the chairman.

## **AMERICAS COUNTRY AMENDMENTS**

### **CANADA**

#### **10.1 Items for Which IBM May be Liable**

*The following replaces Item 1 in the first paragraph of this Subsection 10.1 (Items for Which IBM May be Liable):*

1) damages for bodily injury (including death) and physical harm to real property and tangible personal property caused by IBM's negligence; and

#### **13. General**

*The following replaces Item 13.d:*

d. Licensee agrees to comply with all applicable export and import laws and regulations, including those of that apply to goods of United States origin and that prohibit or limit export for certain uses or to certain users.

*The following replaces Item 13.i:*

i. No right or cause of action for any third party is created by this Agreement or any transaction under it, nor is IBM responsible for any third party claims against Licensee except as permitted by the Limitation of Liability section above for bodily injury (including death) or physical harm to real or tangible personal property caused by IBM's negligence for which IBM is legally liable to that third party.

*The following is added as Item 13.m:*

m. For purposes of this Item 13.m, "Personal Data" refers to information relating to an identified or identifiable individual made available by one of the parties, its personnel or any other individual to the other in connection with this Agreement. The following provisions apply in the event that one party makes Personal Data available to the other:

(1) General

- (a) Each party is responsible for complying with any obligations applying to it under applicable Canadian data privacy laws and regulations ("Laws").
- (b) Neither party will request Personal Data beyond what is necessary to fulfill the purpose(s) for which it is requested. The purpose(s) for requesting Personal Data must be reasonable. Each party will agree in advance as to the type of Personal Data that is required to be made available.

(2) Security Safeguards

- (a) Each party acknowledges that it is solely responsible for determining and communicating to the other the appropriate technological, physical and organizational security measures required to protect Personal Data.
- (b) Each party will ensure that Personal Data is protected in accordance with the security safeguards communicated and agreed to by the other.
- (c) Each party will ensure that any third party to whom Personal Data is transferred is bound by the applicable terms of this section.
- (d) Additional or different services required to comply with the Laws will be deemed a request for new services.

- (3) Use  
Each party agrees that Personal Data will only be used, accessed, managed, transferred, disclosed to third parties or otherwise processed to fulfill the purpose(s) for which it was made available.
- (4) Access Requests
  - (a) Each party agrees to reasonably cooperate with the other in connection with requests to access or amend Personal Data.
  - (b) Each party agrees to reimburse the other for any reasonable charges incurred in providing each other assistance.
  - (c) Each party agrees to amend Personal Data only upon receiving instructions to do so from the other party or its personnel.
- (5) Retention  
Each party will promptly return to the other or destroy all Personal Data that is no longer necessary to fulfill the purpose(s) for which it was made available, unless otherwise instructed by the other or its personnel or required by law.
- (6) Public Bodies Who Are Subject to Public Sector Privacy Legislation  
For Customers who are public bodies subject to public sector privacy legislation, this Item 13.m applies only to Personal Data made available to Customer in connection with this Agreement, and the obligations in this section apply only to Customer, except that: 1) section (2)(a) applies only to IBM; 2) sections (1)(a) and (4)(a) apply to both parties; and 3) section (4)(b) and the last sentence in (1)(b) do not apply.

## PERU

### 10. Limitation of Liability

*The following is added to the end of this Section 10 (Limitation of Liability):*

Except as expressly required by law without the possibility of contractual waiver, Licensee and IBM intend that the limitation of liability in this Limitation of Liability section applies to damages caused by all types of claims and causes of action. If any limitation on or exclusion from liability in this section is held by a court of competent jurisdiction to be unenforceable with respect to a particular claim or cause of action, the parties intend that it nonetheless apply to the maximum extent permitted by applicable law to all other claims and causes of action.

#### 10.1 Items for Which IBM May be Liable

*The following is added at the end of this Subsection 10.1:*

In accordance with Article 1328 of the Peruvian Civil Code, the limitations and exclusions specified in this section will not apply to damages caused by IBM's willful misconduct ("dolo") or gross negligence ("culpa inexcusable").

## UNITED STATES OF AMERICA:

### 5. Taxes

*The following is added at the end of this Section 5 (Taxes)*

For Programs delivered electronically in the United States for which Licensee claims a state sales and use tax exemption, Licensee agrees not to receive any tangible personal property (e.g., media and publications) associated with the electronic program.

Licensee agrees to be responsible for any sales and use tax liabilities that may arise as a result of Licensee's subsequent redistribution of Programs after delivery by IBM.

### 13. General

*The following is added to Section 13 as Item 13.m:*

U.S. Government Users Restricted Rights - Use, duplication or disclosure is restricted by the GSA IT Schedule 70 Contract with the IBM Corporation.

*The following is added to Item 13.f:*

Each party waives any right to a jury trial in any proceeding arising out of or related to this Agreement.

## ASIA PACIFIC COUNTRY AMENDMENTS

### AUSTRALIA:

#### 5. Taxes

*The following sentences replace the first two sentences of Section 5 (Taxes):*

If any government or authority imposes a duty, tax (other than income tax), levy, or fee, on this Agreement or on the Program itself, that is not otherwise provided for in the amount payable, Licensee agrees to pay it when IBM invoices Licensee. If the rate of GST changes, IBM may adjust the charge or other amount payable to take into account that change from the date the change becomes effective.

#### 8.1 Limited Warranty

*The following is added Subsection 8.1 (Limited Warranty):*

The warranties specified this Section are in addition to any rights Licensee may have under the Competition and Consumer Act 2010 or other legislation and are only limited to the extent permitted by the applicable legislation.

#### 10.1 Items for Which IBM May be Liable

*The following is added to Subsection 10.1 (Items for Which IBM Maybe Liable):*

Where IBM is in breach of a condition or warranty implied by the Competition and Consumer Act 2010, IBM's liability is limited to the repair or replacement of the goods, or the supply of equivalent goods. Where that condition or warranty relates to right to sell, quiet possession or clear title, or the goods are of a kind ordinarily obtained for personal, domestic or household use or consumption, then none of the limitations in this paragraph apply.

### HONG KONG SAR, MACAU SAR, AND TAIWAN

*As applies to licenses obtained in Taiwan and the special administrative regions, phrases throughout this Agreement containing the word "country" (for example, "the country in which the original Licensee was granted the license" and "the country in which Licensee obtained the Program license") are replaced with the following:*

- (1) In **Hong Kong SAR**: "Hong Kong SAR"
- (2) In **Macau SAR**: "Macau SAR" except in the Governing Law clause (Section 14.1)
- (3) In **Taiwan**: "Taiwan."

### INDIA

#### 10.1 Items for Which IBM May be Liable

*The following replaces the terms of Items 1 and 2 of the first paragraph:*

1) liability for bodily injury (including death) or damage to real property and tangible personal property will be limited to that caused by IBM's negligence; and 2) as to any other actual damage arising in any situation involving nonperformance by IBM pursuant to, or in any way related to the subject of this Agreement, IBM's liability will be limited to the charge paid by Licensee for the individual Program that is the subject of the claim.

### 13. General

*The following replaces the terms of Item 13.g:*

If no suit or other legal action is brought, within three years after the cause of action arose, in respect of any claim that either party may have against the other, the rights of the concerned party in respect of such claim will be forfeited and the other party will stand released from its obligations in respect of such claim.

### INDONESIA

#### 3.3 Term and Termination

*The following is added to the last paragraph:*

Both parties waive the provision of article 1266 of the Indonesian Civil Code, to the extent the article provision requires such court decree for the termination of an agreement creating mutual obligations.

## **JAPAN**

### **13. General**

*The following is inserted after Item 13.f:*

Any doubts concerning this Agreement will be initially resolved between us in good faith and in accordance with the principle of mutual trust.

## **MALAYSIA**

### **10.2 Items for Which IBM Is not Liable**

*The word "SPECIAL" in Item 10.2b is deleted.*

## **NEW ZEALAND**

### **8.1 Limited Warranty**

*The following is added:*

The warranties specified in this Section are in addition to any rights Licensee may have under the Consumer Guarantees Act 1993 or other legislation which cannot be excluded or limited. The Consumer Guarantees Act 1993 will not apply in respect of any goods which IBM provides, if Licensee requires the goods for the purposes of a business as defined in that Act.

### **10. Limitation of Liability**

*The following is added:*

Where Programs are not obtained for the purposes of a business as defined in the Consumer Guarantees Act 1993, the limitations in this Section are subject to the limitations in that Act.

## **PEOPLE'S REPUBLIC OF CHINA**

### **4. Charges**

*The following is added:*

All banking charges incurred in the People's Republic of China will be borne by Licensee and those incurred outside the People's Republic of China will be borne by IBM.

## **PHILIPPINES**

### **10.2 Items for Which IBM Is not Liable**

*The following replaces the terms of Item 10.2b:*

b. special (including nominal and exemplary damages), moral, incidental, or indirect damages or for any economic consequential damages; or

## **SINGAPORE**

### **10.2 Items for Which IBM Is not Liable**

*The words "SPECIAL" and "ECONOMIC" are deleted from Item 10.2b.*

### **13. General**

*The following replaces the terms of Item 13.i:*

Subject to the rights provided to IBM's suppliers and Program developers as provided in Section 10 above (Limitation of Liability), a person who is not a party to this Agreement will have no right under the Contracts (Right of Third Parties) Act to enforce any of its terms.

## **TAIWAN**

### **8.1 Limited Warranty**

*The last paragraph is deleted.*

### **10.1 Items for Which IBM May Be Liable**

*The following sentences are deleted*

This limit also applies to any of IBM's subcontractors and Program developers. It is the maximum for which IBM and its subcontractors and Program developers are collectively responsible.

## EUROPE, MIDDLE EAST, AFRICA (EMEA) COUNTRY AMENDMENTS

### EUROPEAN UNION MEMBER STATES

#### 8. Warranty and Exclusions

*The following is added to Section 8 (Warranty and Exclusion):*

In the European Union ("EU"), consumers have legal rights under applicable national legislation governing the sale of consumer goods. Such rights are not affected by the provisions set out in this Section 8 Warranty and Exclusions. The territorial scope of the Limited Warranty is worldwide.

#### EU MEMBER STATES AND THE COUNTRIES IDENTIFIED BELOW

**Iceland, Liechtenstein, Norway, Switzerland, Turkey, and any other European country that has enacted local data privacy or protection legislation similar to the EU model.**

#### 13. General

*The following replaces Item 13.e:*

- (1) **Definitions** – For the purposes of this Item 13.e, the following additional definitions apply:
  - (a) **Business Contact Information** – business-related contact information disclosed by Licensee to IBM, including names, job titles, business addresses, telephone numbers and email addresses of Licensee's employees and contractors. For Austria, Italy and Switzerland, Business Contact Information also includes information about Customer and its contractors as legal entities (for example, Customer's revenue data and other transactional information)
  - (b) **Business Contact Personnel** – Licensee employees and contractors to whom the Business Contact Information relates.
  - (c) **Data Protection Authority** – the authority established by the Data Protection and Electronic Communications Legislation in the applicable country or, for non-EU countries, the authority responsible for supervising the protection of personal data in that country, or (for any of the foregoing) any duly appointed successor entity thereto.
  - (d) **Data Protection & Electronic Communications Legislation** – (i) the applicable local legislation and regulations in force implementing the requirements of EU Directive 95/46/EC (on the protection of individuals with regard to the processing of personal data and on the free movement of such data) and of EU Directive 2002/58/EC (concerning the processing of personal data and the protection of privacy in the electronic communications sector); or (ii) for non-EU countries, the legislation and/or regulations passed in the applicable country relating to the protection of personal data and the regulation of electronic communications involving personal data, including (for any of the foregoing) any statutory replacement or modification thereof.
  - (e) **IBM Group** – International Business Machines Corporation of Armonk, New York, USA, its subsidiaries, and their respective Business Partners and subcontractors.
- (2) Licensee authorises IBM:
  - (a) to process and use Business Contact Information within IBM Group in support of Licensee including the provision of support services, and for the purpose of furthering the business relationship between Licensee and IBM Group, including, without limitation, contacting Business Contact Personnel (by email or otherwise) and marketing IBM Group products and services (the "Specified Purpose"); and
  - (b) to disclose Business Contact Information to other members of IBM Group in pursuit of the Specified Purpose only.
- (3) IBM agrees that all Business Contact Information will be processed in accordance with the Data Protection & Electronic Communications Legislation and will be used only for the Specified Purpose.
- (4) To the extent required by the Data Protection & Electronic Communications Legislation, Licensee represents that (a) it has obtained (or will obtain) any consents from (and has issued (or will issue) any notices to) the Business Contact Personnel as are necessary in order to enable IBM Group to process and use the Business Contact Information for the Specified Purpose.

- (5) Licensee authorizes IBM to transfer Business Contact Information outside the European Economic Area, provided that the transfer is made on contractual terms approved by the Data Protection Authority or the transfer is otherwise permitted under the Data Protection & Electronic Communications Legislation.

## **AUSTRIA**

### **8.2 Exclusions**

*The following is deleted from the first paragraph:*

#### **MERCHANTABILITY, SATISFACTORY QUALITY**

### **10. Limitation of Liability**

*The following is added:*

The following limitations and exclusions of IBM's liability do not apply for damages caused by gross negligence or willful misconduct.

#### **10.1 Items for Which IBM May Be Liable**

*The following replaces the first sentence in the first paragraph:*

Circumstances may arise where, because of a default by IBM in the performance of its obligations under this Agreement or other liability, Licensee is entitled to recover damages from IBM.

*In the second sentence of the first paragraph, delete entirely the parenthetical phrase:*

“(including fundamental breach, negligence, misrepresentation, or other contract or tort claim)”.

#### **10.2 Items for Which IBM Is Not Liable**

*The following replaces Item 10.2b:*

- b. indirect damages or consequential damages; or

## **BELGIUM, FRANCE, ITALY, AND LUXEMBOURG**

### **10. Limitation of Liability**

*The following replaces the terms of Section 10 (Limitation of Liability) in its entirety:*

Except as otherwise provided by mandatory law:

#### **10.1 Items for Which IBM May Be Liable**

IBM's entire liability for all claims in the aggregate for any damages and losses that may arise as a consequence of the fulfillment of its obligations under or in connection with this Agreement or due to any other cause related to this Agreement is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if IBM is at fault) or of such cause, for a maximum amount equal to the charges (if the Program is subject to fixed term charges, up to twelve months' charges) Licensee paid for the Program that has caused the damages.

The above limitation will not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which IBM is legally liable.

#### **10.2 Items for Which IBM Is Not Liable**

**UNDER NO CIRCUMSTANCES IS IBM OR ANY OF ITS PROGRAM DEVELOPERS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: 1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL, EXEMPLARY OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; AND / OR 3) LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES.**

#### **10.3 Suppliers and Program Developers**

The limitation and exclusion of liability herein agreed applies not only to the activities performed by IBM but also to the activities performed by its suppliers and Program developers, and represents the maximum amount for which IBM as well as its suppliers and Program developers are collectively responsible.



## **GERMANY**

### **8.1 Limited Warranty**

*The following is inserted at the beginning of Section 8.1:*

The Warranty Period is twelve months from the date of delivery of the Program to the original Licensee.

### **8.2 Exclusions**

*Section 8.2 is deleted in its entirety and replaced with the following:*

Section 8.1 defines IBM's entire warranty obligations to Licensee except as otherwise required by applicable statutory law.

## **10. Limitation of Liability**

*The following replaces the Limitation of Liability section in its entirety:*

- a. IBM will be liable without limit for 1) loss or damage caused by a breach of an express guarantee; 2) damages or losses resulting in bodily injury (including death); and 3) damages caused intentionally or by gross negligence.
- b. In the event of loss, damage and frustrated expenditures caused by slight negligence or in breach of essential contractual obligations, IBM will be liable, regardless of the basis on which Licensee is entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), per claim only up to the greater of 500,000 euro or the charges (if the Program is subject to fixed term charges, up to 12 months' charges) Licensee paid for the Program that caused the loss or damage. A number of defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one default.
- c. In the event of loss, damage and frustrated expenditures caused by slight negligence, IBM will not be liable for indirect or consequential damages, even if IBM was informed about the possibility of such loss or damage.
- d. In case of delay on IBM's part: 1) IBM will pay to Licensee an amount not exceeding the loss or damage caused by IBM's delay and 2) IBM will be liable only in respect of the resulting damages that Licensee suffers, subject to the provisions of Items a and b above.

## **13. General**

*The following replaces the provisions of 13.g:*

Any claims resulting from this Agreement are subject to a limitation period of three years, except as stated in Section 8.1 (Limited Warranty) of this Agreement.

*The following replaces the provisions of 13.i:*

No right or cause of action for any third party is created by this Agreement, nor is IBM responsible for any third party claims against Licensee, except (to the extent permitted in Section 10 (Limitation of Liability)) for: i) bodily injury (including death); or ii) damage to real or tangible personal property for which (in either case) IBM is legally liable to that third party.

## **IRELAND**

### **8.2 Exclusions**

*The following paragraph is added:*

Except as expressly provided in these terms and conditions, or Section 12 of the Sale of Goods Act 1893 as amended by the Sale of Goods and Supply of Services Act, 1980 (the "1980 Act"), all conditions or warranties (express or implied, statutory or otherwise) are hereby excluded including, without limitation, any warranties implied by the Sale of Goods Act 1893 as amended by the 1980 Act (including, for the avoidance of doubt, Section 39 of the 1980 Act).

## **IRELAND AND UNITED KINGDOM**

### **2. Agreement Structure**

*The following sentence is added:*

Nothing in this paragraph shall have the effect of excluding or limiting liability for fraud.

## **10.1 Items for Which IBM May Be Liable**

*The following replaces the first paragraph of the Subsection:*

For the purposes of this section, a “Default” means any act, statement, omission or negligence on the part of IBM in connection with, or in relation to, the subject matter of an Agreement in respect of which IBM is legally liable to Licensee, whether in contract or in tort. A number of Defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one Default.

Circumstances may arise where, because of a Default by IBM in the performance of its obligations under this Agreement or other liability, Licensee is entitled to recover damages from IBM.

Regardless of the basis on which Licensee is entitled to claim damages from IBM and except as expressly required by law without the possibility of contractual waiver, IBM's entire liability for any one Default will not exceed the amount of any direct damages, to the extent actually suffered by Licensee as an immediate and direct consequence of the default, up to the greater of (1) 500,000 euro (or the equivalent in local currency) or (2) 125% of the charges (if the Program is subject to fixed term charges, up to 12 months' charges) for the Program that is the subject of the claim.

Notwithstanding the foregoing, the amount of any damages for bodily injury (including death) and damage to real property and tangible personal property for which IBM is legally liable is not subject to such limitation.

## **10.2 Items for Which IBM is Not Liable**

*The following replaces Items 10.2b and 10.2c:*

- b. special, incidental, exemplary, or indirect damages or consequential damages; or
- c. wasted management time or lost profits, business, revenue, goodwill, or anticipated savings.

**JUDICIAL COUNCIL OF CALIFORNIA  
MASTER AGREEMENT MA-201402 WITH INTERNATIONAL BUSINESS MACHINES CORPORATION**

**EXHIBIT F  
ATTACHMENTS**

This Exhibit F consists of the following documents attached hereto and incorporated herewith:

Attachment 1 – IBM License Information (LI)

Attachment 2 – IBM Form of Proof of Entitlement (POE)

Attachment 3 – IBM Software Licensed Under the IPLA - Backup Use Defined

Attachment 4 – Temporary Additional Use Policy

*END OF EXHIBIT F*

**JUDICIAL COUNCIL OF CALIFORNIA  
MASTER AGREEMENT MA-201402 WITH INTERNATIONAL BUSINESS MACHINES CORPORATION**

**EXHIBIT F  
ATTACHMENT 1  
IBM LICENSE INFORMATION (LI)**

1. License Information for the products covered under this Agreement are in the 13 pages immediately following this page.

*END OF EXHIBIT F ATTACHMENT 1*

**Exhibit F**  
**Attachment 1 -- IBM License Information (LI)**

LICENSE INFORMATION  
for  
IBM FileNet Content Manager and IBM FileNet P8 Base

The Programs listed below are licensed under the following terms and conditions in addition to those of the IBM International Program License Agreement (IBM form number Z125-3301-14).

Program Name: IBM FileNet Content Manager Authorized v5.2.1  
Program Number: 5724-R81

Program Name: IBM FileNet Content Manager Employee v5.2.1  
Program Number: 5724-R81

Program Name: IBM FileNet Content Manager Eligible Participant v5.2.1  
Program Number: 5724-R81

Program Name: IBM FileNet Content Manager Starter Pack Authorized v5.2.1  
Program Number: 5724-R81

Program Name: IBM FileNet Content Manager Authorized User Term v5.2.1  
Program Number: 5724-R81

Program Name: IBM FileNet Content Manager v5.2.1  
Program Number: 5724-R81

Program Name: IBM FileNet Content Manager for Non-Production Environment v5.2.1  
Program Number: 5724-R81

Program Name: IBM FileNet P8 Base - Development v5.2.1  
Program Number: 5724-R99

Program Name: IBM FileNet P8 Base - ELA v5.2.1  
Program Number: 5724-R99

Program Name: IBM FileNet P8 Base - P8 Application v5.2.1  
Program Number: 5724-R99

Program Name: IBM FileNet P8 Base - P8 Platform v5.2.1  
Program Number: 5724-R99

Program Name: IBM FileNet P8 Base - P8 Toolkit v5.2.1  
Program Number: 5724-R99

Program Name: IBM FileNet P8 Base - Professional v5.2.1  
Program Number: 5724-R99

Program Name: IBM FileNet P8 Base - Svr-Included v5.2.1  
Program Number: 5724-R99

Program Name: IBM FileNet P8 Base - Workgroup v5.2.1  
Program Number: 5724-R99

As described in the International Program License Agreement ("IPLA") and this License Information, IBM grants Licensee a limited right to use the Program. This right is limited to the level of Authorized Use, such as a Processor Value Unit ("PVU"), a Value Unit ("VU"), or other specified level of use, paid for by Licensee as evidenced in the Proof of Entitlement. Licensee's use may also be limited to a specified machine, or only as a Supporting Program, or subject to other restrictions. As Licensee has not paid for all of the economic value of the Program, no other use is permitted without the payment of additional fees. In addition, as stated in the IPLA, Licensee is not authorized to use the Program to provide commercial IT services to any third party, to provide commercial hosting or timesharing, or to sublicense, rent, or lease the Program unless expressly provided for in the applicable agreements under which Licensee obtains authorizations to use the Program. Additional rights may be available to Licensee subject to the payment of additional fees or under different or supplementary terms. IBM reserves the right to determine whether to make such additional rights available to Licensee.

Program's specifications can be found in the collective Description and Technical Information sections of the Program's Announcement Letters.

#### Multi-Product Install Image

The Program is provided as part of a multi-product install image. Licensee is authorized to install and use only the Program (and its Supporting Programs, if any) for which a valid entitlement is obtained and may not install or use any of the other software included in the image unless Licensee has acquired separate entitlements for that other software.

#### Supporting Programs

The Program is licensed as a multi-product package and includes the Supporting Programs identified below. Licensee is authorized to install and use such Supporting

Programs only to support Licensee's use of the Principal Program under this Agreement and within the limits of the Proofs of Entitlement for the Program (unless broader rights are provided elsewhere in this License Information document). The phrase "to support Licensee's use" would include only those uses that are necessary or otherwise directly related to a licensed use of the Principal Program or another Supporting Program. The Supporting Programs may not be used for any other purpose. Licensee is not authorized to transfer or remarket the Supporting Programs separate from the Principal Program. A Supporting Program may be accompanied by license terms, and those terms, if any, apply to Licensee's use of that Supporting Program. In the event of conflict, the terms in this License Information document supersede the Supporting Program's terms. When Licensee's right to use the Program expires or terminates, Licensee must discontinue use, destroy or promptly return all copies of the Supporting Programs to the party from whom Licensee acquired the Program. If Licensee downloaded the Supporting Programs, Licensee should contact the party from whom Licensee acquired the Program. If Licensee wishes to license the Supporting Programs for any use beyond the limits set forth above, please contact an IBM Sales Representative or the party from whom Licensee acquired the Program to obtain the appropriate license.

The following are Supporting Programs licensed with the Program:

IBM System Dashboard for Enterprise Content Management v5.0

IBM Content Search Services v5.2

IBM FileNet Composite Platform Installation Tool v5.2

IBM FileNet P8 Platform Documentation v5.2

IBM FileNet Content Federation Services for Content Integrator v5.2

IBM FileNet Workplace XT v1.1

IBM FileNet Connector for Microsoft SharePoint Web Parts

v2.2

IBM FileNet Integration for Microsoft Office v1.1

IBM FileNet Application Engine v4.0

IBM Content Navigator v2.0

IBM DB2 Enterprise Server Edition v10.5

IBM Websphere Application Server v8.5

IBM Tivoli Directory Server v6.3

IBM Content Integrator v8.6

#### Prohibited Components

Notwithstanding any provision in the Agreement, Licensee is not authorized to use any of the following components or functions of the Program:

IBM Tivoli Directory Server Proxy server (of IBM Tivoli Directory Server)

Whitepages Application (of IBM Tivoli Directory Server)

IBM LanguageWare (of IBM Content Search Services)

#### Non-Production Limitation

If the Program is designated as "Non-Production", the Program can only be deployed as part of the Licensee's internal development and test environment for internal non-production activities, including but not limited to testing, performance tuning, fault diagnosis, internal benchmarking, staging, quality assurance activity and/or developing internally used additions or extensions to the Program using published application programming interfaces. Licensee is not authorized to use any part of the Program for any other purposes without acquiring the appropriate production entitlements.

#### Source Components and Sample Materials

The Program may include some components in source code form ("Source Components") and other materials identified as Sample Materials. Licensee may copy and modify Source Components and Sample Materials for internal use only provided such use is within the limits of the license rights under this Agreement, provided however that Licensee may not alter or delete any copyright information or notices contained in the Source Components or Sample Materials. IBM provides the Source Components and Sample Materials without obligation of support and "AS IS", WITH NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF TITLE, NON-INFRINGEMENT OR NON-INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### Terms for Oracle Outside In Technology

The Programs licensed under this Agreement include Outside In filtering and document viewing technology (the "Outside In Technology") supplied by Oracle USA, Inc. ("Oracle"). The term "Outside In Technology" includes any technology licensed to Oracle by its suppliers. As used in the Agreement, the term "IBM supplier" shall be deemed to include Oracle and its suppliers. In addition to the terms and conditions of this Agreement, as a condition of using the Outside In Technology, Licensee specifically agrees as follows:

- (1) Oracle USA, Inc. is a third party beneficiary to this Agreement.
- (2) Licensee may only transfer the Program by providing advance written notice to IBM and otherwise subject to the terms of this Agreement.
- (3) Licensee may not publish the results of benchmark tests run on the Outside In Technology without prior written permission.
- (4) IBM may inform IBM suppliers of compliance verification results relating to such IBM suppliers' components.



(5) To the extent allowed under applicable law, the Uniform Computer Information Transactions Act ("UCITA") does not apply.

### Export and Import Restrictions

This Program may contain cryptography. Transfer to, or use by, users of the Program may be prohibited or subject to export or import laws, regulations or policies, including those of the United States Export Administration Regulations. Licensee assumes all responsibility for complying with all applicable laws, regulations, and policies regarding the export, import, or use of this Program, including but not limited to, U.S. restrictions on exports or reexports. To obtain the export classification of this Program refer to: <https://www.ibm.com/products/exporting/>.

### Authorized User

Authorized User is a unit of measure by which the Program can be licensed. An Authorized User is a unique person who is given access to the Program. The Program may be installed on any number of computers or servers and each Authorized User may have simultaneous access to any number of instances of the Program at one time. Licensee must obtain separate, dedicated entitlements for each Authorized User given access to the Program in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means. An entitlement for an Authorized User is unique to that Authorized User and may not be shared, nor may it be reassigned other than for the permanent transfer of the Authorized User entitlement to another person.

### Processor Value Unit (PVU)

Processor Value Unit (PVU) is a unit of measure by which the Program can be licensed. The number of PVU entitlements required is based on the processor technology (defined within the PVU Table by Processor Vendor, Brand, Type and Model Number at [http://www.ibm.com/software/lotus/passportadvantage/pvu\\_licensing\\_for\\_customers.html](http://www.ibm.com/software/lotus/passportadvantage/pvu_licensing_for_customers.html)) and the number of processors made available to the Program. IBM continues to define a processor, for the purpose of PVU-based licensing, to be each processor core on a chip. A dual-core processor chip, for example, has two processor cores.

Licensee can deploy the Program using either Full Capacity licensing or Virtualization Capacity (Sub-Capacity) licensing according to the Passport Advantage Sub-Capacity Licensing Terms (see webpage below). If using Full Capacity licensing, Licensee must obtain PVU entitlements sufficient to cover all activated processor cores\* in the physical hardware environment made available to or managed by the Program, except for those servers from which the Program has been permanently removed. If using Virtualization Capacity licensing, Licensee must obtain entitlements sufficient to cover all activated

processor cores made available to or managed by the Program, as defined according to the Virtualization Capacity License Counting Rules at [http://www.ibm.com/software/lotus/passportadvantage/Counting\\_Software\\_licenses\\_using\\_specific\\_virtualization\\_technologies.html](http://www.ibm.com/software/lotus/passportadvantage/Counting_Software_licenses_using_specific_virtualization_technologies.html).

\* An Activated processor core is a processor core that is available for use in a physical or virtual server, regardless of whether the capacity of the processor core can be or is limited through virtualization technologies, operating system commands, BIOS settings, or similar restrictions.

### Resource Value Unit (RVU)

Resource Value Unit (RVU) is a unit of measure by which the Program can be licensed. RVU Proofs of Entitlement are based on the number of units of a specific resource used or managed by the Program. Licensee must obtain sufficient entitlements for the number of RVUs required for Licensee's environment for the specific resources as specified in the table below. RVU entitlements are specific to the Program and the type of resource and may not be exchanged, interchanged, or aggregated with RVU entitlements of another program or resource.

### User Value Unit (UVU)

User Value Unit (UVU) is a unit of measure by which the Program can be licensed. UVU Proofs of Entitlement are based on the number and type of Users for the given Program. Licensee must obtain sufficient entitlements for the number of UVUs required for Licensee's environment as specified in the table below. The UVU entitlements are specific to the Program and type of user and may not be exchanged, interchanged, or aggregated with UVU entitlements of another program or type of user.

### General Charge Terms

#### 1. User Value Unit Licensing based on Authorized Users

The Users for the purposes of UVU calculation are Authorized Users. An Authorized User is a unique person who is given access to the Program in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means. An entitlement for an Authorized User is unique to that Authorized User and may not be shared, nor may it be reassigned other than for the permanent transfer of the entitlement to another person.

Any computing device that requests the execution of or receives for execution a set of commands, procedures, or applications from the Program or that is otherwise managed by the Program is considered a separate User of the Program and requires an entitlement as if that device were a person.

Any Infrequent User given access to the Program requires an entitlement. An Infrequent User is an Authorized User who accesses the Program not more than one hundred twenty (120) times in any consecutive 12 month period. A single access is comprised of one or more interactions between the Infrequent User and the Program or actions performed on behalf of the Infrequent User by the Program, all within a consecutive 15 minute period.

Licensee must track accesses by Infrequent Users to verify that they meet the access limitations of Infrequent Users. Provided such tracking mechanism exists, a ratio of ten (10) Infrequent Users will equal one (1) Authorized User for the purpose of UVU calculation. Should no such tracking mechanism exist, each Infrequent Users must be counted as one (1) Authorized User for the purpose of UVU calculation. Licensee agrees to provide to IBM and its auditors details of the tracking mechanism described above, upon request.

From 1 to 20 Users, 1.00 UVU per User  
From 21 to 50 Users, 20 UVUs plus 0.83 UVUs per User above 20  
From 51 to 100 Users, 44.9 UVUs plus 0.80 UVUs per User above 50  
From 101 to 250 Users, 84.9 UVUs plus 0.76 UVUs per User above 100  
From 251 to 500 Users, 198.9 UVUs plus 0.60 UVUs per User above 250  
From 501 to 1,000 Users, 348.9 UVUs plus 0.50 UVUs per User above 500  
From 1,001 to 5,000 Users, 598.9 UVUs plus 0.47 UVUs per User above 1,000  
From 5,001 to 10,000 Users, 2,478.9 UVUs plus 0.40 UVUs per User above 5,000  
From 10,001 to 25,000 Users, 4,478.9 UVUs plus 0.36 UVUs per User above 10,000  
For more than 25,000 Users, 9,878.9 UVUs plus 0.33 UVUs per User above 25,000

## 2. User Value Unit Licensing based on Employee Users.

The Users for the purpose of UVU calculation are Employee Users. An Employee User is a unique person employed in Licensee's Enterprise, whether or not given access to the Program, or a unique person otherwise paid by or acting on behalf of Licensee's Enterprise who is given access to the Program in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means. An entitlement for an Employee User is unique to that Employee User and may not be shared, nor may it be reassigned other than for the permanent transfer of the entitlement to another person.

Licensee must acquire sufficient UVU entitlements to cover all employees and any other unique persons paid by or acting on behalf of Licensee's Enterprise.

From 1,000 to 2,500 Users, 1.00 UVU per User  
From 2,501 to 5,000 Users, 2,500 UVUs plus 0.80 UVUs per User above 2,500  
From 5,001 to 10,000 Users, 4,500 UVUs plus 0.70 UVUs per User above 5,000  
From 10,001 to 30,000 Users, 8,000 UVUs plus 0.65 UVUs per User above 10,000

From 30,001 to 50,000 Users, 21,000 UVUs plus 0.55 UVUs per User above 30,000  
From 50,001 to 100,000 Users, 32,000 UVUs plus 0.50 UVUs per User above 50,000  
From 100,001 to 300,000 Users, 57,000 UVUs plus 0.46 UVUs per User above 100,000  
From 300,001 to 500,000 Users, 149,000 UVUs plus 0.40 UVUs per User above 300,000  
From 500,001 to 1,000,000 Users, 229,000 UVUs plus 0.36 UVUs per User above 500,000  
For more than 1,000,000 Users, 409,000 UVUs plus 0.32 UVUs per User above 1,000,000

### 3. Resource Value Unit Licensing

The Resource for the purpose of RVU calculation is an Eligible Participant. Each individual or entity eligible to participate in any service delivery program managed or tracked by the Program is an Eligible Participant. Licensee must obtain sufficient entitlements to cover all Eligible Participants.

From 1,000 to 10,000 Resources, 1.00 RVU per Resource  
From 10,001 to 50,000 Resources, 10,000 RVUs plus 0.87 RVUs per Resource above 10,000  
From 50,001 to 100,000 Resources, 44,800 RVUs plus 0.60 RVUs per Resource above 50,000  
From 100,001 to 500,000 Resources, 74,800 RVUs plus 0.25 RVUs per Resource above 100,000  
From 500,001 to 1,000,000 Resources, 174,800 RVUs plus 0.20 RVUs per Resource above 500,000  
From 1,000,001 to 10,000,000 Resources, 274,800 RVUs plus 0.07 RVUs per Resource above 1,000,000  
From 10,000,001 to 25,000,000 Resources, 904,800 RVUs plus 0.04 RVUs per Resource above 10,000,000  
From 25,000,001 to 50,000,000 Resources, 1,504,800 RVUs plus 0.03 RVUs per Resource above 25,000,000  
From 50,000,001 to 100,000,000 Resources, 2,254,800 RVUs plus 0.02 RVUs per Resource above 50,000,000  
For more than 100,000,000 Resources, 3,254,800 RVUs plus 0.01 RVUs per Resource above 100,000,000

#### Cumulative Entitlements

UVU based on Authorized User, UVU based on Employee User, and RVU based on Eligible Participant entitlements are not alternative means for licensing the Program. Licensee must obtain: (a) sufficient Authorized User UVU entitlements to cover any Licensee employee (which for the purpose of this paragraph includes any non-employee who is paid by or acting on behalf of Licensee's Enterprise) who is given access to the Program, or sufficient Employee User UVU entitlements to cover all employees whether

or not they are given access to the Program; and (b) sufficient Eligible Participant RVU entitlements to cover any non-Employee Users of the Program.

## Program-unique Terms

### A. Definitions:

"Repository" means a collection of one or more object stores that share a single configuration database.

"Storage Device" means a content storage repository with "write once read many" (WORM) capability.

### B. General Terms, Conditions and Restrictions.

Notwithstanding any other terms of this agreement, including but not limited to the IPLA, the following will apply to all the Programs listed herein:

1. **Restriction on Assignment.** Licensee may not assign, transfer, delegate, nor outsource to a third party, any of Licensee's license rights or obligations, in whole or in part, without the express written permission of IBM. Licensee may not use the Program or any component thereof to provide a service bureau application or commercial hosting services to third parties unless agreed to in writing by IBM. Contact Licensee's IBM Representative or IBM Business Partner if Licensee has any questions.

2. **No Derivative Works.** Licensee may not, nor may Licensee allow others to create derivative works based on the Program (including documentation obtained in conjunction with the Program).

3. **Components.** Each IBM supplier disclaims all express and implied warranties including any implied warranty of merchantability or fitness for a particular purpose. Except for the limited warranty provided by IBM and set forth above the program including all components is provided "AS IS".

4. **Limited Use IBM DB2.** The following applies to use of the IBM DB2 edition(s) specified in the Supporting Programs section of this License Information document:

#### (a) Use Limitations: Use by Principal Program

"Use by Principal Program" means that the Supporting Program is provided exclusively for use by the Principal Program. Neither Licensee nor any application, program or device is authorized to directly use or access the services of the Supporting Program except Licensee may access the Supporting Program to perform administrative functions

for the Supporting Program such as backup, recovery and authorized configuration.

5. Limited Use IBM Content Integrator. IBM Content Integrator ("Content Integrator") means IBM Content Integrator Enterprise Edition, IBM Content Integrator View Services, and IBM Content Integrator Connectors.

Licensee may only use Content Integrator to connect the Program to one or more of the following repositories: IBM Content Manager, IBM Content Manager OnDemand, IBM FileNet Content Manager, IBM FileNet Content Services, IBM FileNet Image Services, or IBM Content Foundation.

### C. Program Specific Terms, Conditions and Restrictions.

1. IBM FileNet Content Manager (the "CM Program") Restrictions. If Licensee is licensed to use the CM Program, as indicated on the applicable PoE, the following will apply:

(a) The CM Program contains a predetermined set of document review and approval workflows and a set of predetermined management task functions;

(b) Licensee may use and modify the predetermined workflows and predetermined management tasks provided with the CM Program;

(c) Licensee may not use the CM Program, or any portion or component of the CM Program, to design, create or run any workflow or business process or management tasks other than the predetermined workflows and predetermined management tasks provided with the CM Program (unless Licensee also acquires additional, appropriate IBM Case Foundation user licenses); and

(d) Licensee may not use the CM Program to connect to any Storage Device or repository unless Licensee also acquires the appropriate Licenses from IBM, which may include, but not be limited to, Licenses for connector software.

(e) Components Used for Establishing Required Processor Value Unit (PVU) Entitlements

When determining the number of entitlements required for Licensee's installation or use of the Program, the installation or use of only the following Program components are taken into consideration. In other words, Licensee may install and use Program components other than those listed below, under the license terms, but only the listed components are used to determine the number of entitlements required for the Program.

Content Platform Engine

## 2. IBM FileNet Content Manager Starter Pack (the "CM Starter Pack") Restrictions.

(a) Licensee may not use a CM Starter Pack with a Repository that at any time shares an object store and a configuration database with another Repository;

(b) Licensee may only use a CM Starter Pack in conjunction with one Repository; and

(c) Notwithstanding any other provision of this Agreement, use of CM Starter Pack may not exceed fourteen hundred (1,400) Authorized Users per instance.

## 3. Additional Provisions Regarding Supporting Programs.

### 3.1 Updated Versions of Supporting Programs

From time to time and at IBM's sole and exclusive discretion, IBM may elect to provide newer versions of the Supporting Programs (the "Updated SP") to Licensee for use in conjunction with Licensee's use of the Program. Such inclusion may or may not be accompanied by notice. Except where expressly noted to the contrary in writing by IBM, in each such case, Licensee's right to use any such Updated SP is conditioned on Licensee's agreement that all such use will be subject to and conditioned on compliance with all terms, conditions and restrictions of the Supporting Programs section above.

## D. Non-Passport Advantage Program Specific Terms, Conditions and Restrictions.

If Licensee is licensed to use one of the following Programs (the "Non-Passport Advantage Programs"):

IBM FileNet Content Manager  
IBM FileNet P8 Base - Development  
IBM FileNet P8 Base - ELA  
IBM FileNet P8 Base - P8 Application  
IBM FileNet P8 Base - P8 Platform  
IBM FileNet P8 Base - P8 Toolkit  
IBM FileNet P8 Base - Professional  
IBM FileNet P8 Base - Svr-Included  
IBM FileNet P8 Base - Workgroup  
IBM FileNet Content Engine

as indicated on the applicable PoE, the provisions of this Section D will apply to any and all use of that Program. With respect to the Non-Passport Advantage Programs, in the event of a conflict between the terms of this Section D and the other sections of this License Information document, the terms of this Section D will prevail.

1. Definitions. The following definitions will only apply for the purposes of this Section

D:

(a) "Activated Processor" means a processor core that is available for use in a physical or virtual server, regardless of whether the capacity of the processor core can be or is limited through virtualization technologies, operating system commands, BIOS settings, or similar restrictions.

(b) "Client" means any personal computer, minicomputer, mainframe, workstation or other computer device that interacts with a Server Program; provided, however, that for the purposes of this agreement, "Client" will not be construed to mean a computer server running the Server Program.

(c) "Computing Environment" means either (a) a single physical computer, computer partition, or blade computer or (b) two or more physical computers, computer partitions, or blade computers that are linked by a network and that operate together on the same workloads as if they were a single physical computer.

(d) "CPU" means a functional unit within a computing device that interprets and executes instructions. A CPU consists of at least an instruction control unit and one or more arithmetic or logic units. Where multicore technology is employed, each core is considered a CPU.

(e) "Device" means any computing device that requests the execution of a set of commands, procedures, or applications from another computer system that is typically referred to as a Server. Multiple Devices may share access to a common Server. A Device generally has some processing capability or is programmable to allow a User to do work. Examples include, but are not limited to: appliances, automated teller machines, cash registers, desktop computers, kiosks, notebook computers, personal digital assistants, point-of-sale terminals, and technical workstations.

(f) "Employee" means a unique person employed in Licensee's Enterprise, whether or not given access to the Program, or a unique person otherwise paid by or acting on behalf of Licensee's Enterprise who is given access to the Program in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means.

(g) "Enterprise" means any legal entity that at all times (i) Licensee owns or has under Licensee's common control by a factor of fifty percent (50%) or more and (ii) that is the legal entity that is authorized to execute and administer this agreement on behalf of the Enterprise. For the purposes of any Enterprise license granted under this agreement, "Enterprise" will exclude (1) any new entity acquired by virtue of merger or acquisition after the effective date of this agreement, and (2) any entity that, at any time during the term of this agreement, is sold, "spun off", liquidated, or that otherwise ceases to satisfy the elements of the definition of Enterprise set forth above.



(h) "Processor" means each processor core on the chip.

(i) "Server" means a computer system that executes requested procedures, commands, or applications to one or more Users and/or Devices over a network. Where "blade" or "virtual server" technology is employed, each "blade" or "virtual server" counts as a discrete Server.

(j) "Server Program" means a single copy (or partial copy) of a Program residing on a single physical computer Server within a System. For clarity, a virtual computer Server environment within a physical Server is considered a separate computer Server, and is counted as a second Server for license purposes.



(k) "System" means a discrete group of Licensee's internal computer systems as designated by a unique IBM issued system identification number.

(l) "User" means an individual permitted by Licensee to use or access the Program, directly or indirectly, and regardless of whether the individual is actively using the Program at any given time or has ever used the Program. If a Client is programmed to use or access the Program in an automatic manner, then each discrete Client and each User benefitting from the use of the Client is counted as an individual User.

## 2. Non-Passport Advantage Program General Charge Terms.

(a) Concurrent User. If Licensee is licensed on a Concurrent User basis, the following will apply: Each Concurrent User license acquired by Licensee and shown on Licensee's PoE, entitles a designated group of Users to access the Program where the designated group does not exceed ten (10) Users and the maximum number of Users within that group accessing the Program at any one time may not exceed one (1) User for each Concurrent User license acquired by Licensee. The total number of Concurrent Users using the licensed Programs may not exceed the number evidenced by the applicable PoE.

**EXHIBIT F**  
**ATTACHMENT 2**  
**IBM FORM OF PROOF OF ENTITLEMENT**

			
<b>International Business Machines Corporation</b> <i>International Business Machines Corporation, One Rogers Street, Cambridge, MA 02142</i>			
<b>Proof of Entitlement</b>			
Administration Contact :			
Attn: Test TEST CUSTOMER TEST USE ONLY TEST ONLY STREET ADDRESS Cambridge MA 02142			
			
<p>This Passport Advantage Proof of Entitlement, supported by your matching paid invoice or receipt, is evidence of your level of authorized use of the Eligible Products listed below. All Eligible Products are provided to you subject to the terms of the IBM International Passport Advantage Agreement.</p>			
Passport Advantage Agreement Number: <b>160324</b>	Passport Advantage Site Number: <b>7904440</b>		
IBM Customer Number: <b>1234567</b>	Anniversary: <b>01-Jul</b>		
Relationship SVP Level: <b>BL</b>			
IBM Order Reference Number: <b>51984369</b>	IBM Order Reference Date: <b>28-Jun-2007</b>		
Total points on this order: <b>625.00</b>	Special Bid: <b>99</b>		
Passport Advantage Customer:			
<b>TEST USE ONLY</b> <b>TEST ONLY STREET ADDRESS</b> <b>Cambridge MA 02142</b>			
Transaction Business Partner: <b>TEST USE ONLY</b>			
<b>Quantity</b>	<b>Part Number</b>	<b>Description</b>	<b>Software Maintenance Coverage Dates</b>
500	D5CF5LL	IBM Lotus 123 Millennium Edition User License + SW Maintenance 12 Months Total points for this item: 625.00	28-Jun-2007 - 30-Jun-2008
<i>Useful/Important Web resources:</i>			
<i>Passport Advantage information, customer secure site access, training, etc.: <a href="http://ibm.com/software/passportadvantage">ibm.com/software/passportadvantage</a></i>			
<i>IBM's International Program License Agreement and product License Information documents: <a href="http://ibm.com/software/sla">ibm.com/software/sla</a></i>			
<i>IBM Software Support Web site: <a href="http://ibm.com/software/support">ibm.com/software/support</a> IBM Customer Number: 1234567</i>			
Original			
Page 1 of 1			

END OF EXHIBIT F ATTACHMENT 2

**EXHIBIT F  
ATTACHMENT 3  
IBM SOFTWARE LICENSED UNDER THE IPLA - BACKUP USE DEFINED**

February 2003

The International Program License Agreement (IPLA) has no specific terms concerning use of a program in backup mode. However, it does define charges for the “authorized use” of the program that are based on the level of use a customer acquires. For example, this “use” charge could be for the number of users concurrently using the program, a number of installs, etc. Each program will have its own specific charging metric that is in the announcement material. The level of use acquired is documented in a Proof of Entitlement (POE) that accompanies each program. In addition, the IPLA does not restrict the movement of a program from one machine to another within the authorized use on the POE. For example, if a program has a POE for “one install”, and there are no other restrictions, a copy of the program may be resident on more than one machine under the customer’s control, but only one program is authorized to be in use at any given time. This applies to all programs licensed under the IPLA. An exception to note is that if a program has a charge for “each copy”, there is no backup copy allowed without a charge for use. There are very few programs that charge for each copy.

The intent of the backup scenario is to enable the Customer to continue to be operational if an emergency occurs. This is frequently referred to as backup use, disaster recovery, or abbreviated BRS when a backup and recovery service is involved.

For programs running or resident on backup machines, IBM defines 3 types of situations: “cold”; “warm”; and “hot”. In the “cold” and “warm” situations, a copy of the program could be resident on another machine and if it is not “in use”, a separate use authorization for this copy would not be required and no additional charge would apply. This is within the boundaries of “authorized use” as noted above. In a “hot” backup situation, the copy of the program that is on another machine is being used and a use authorization is required and the customer needs to acquire an additional one. All programs running in backup mode must be under the customer’s control, even if running at another enterprise’s location.

As a practice we have the following definitions and allowable actions concerning the copy of the program used for backup purposes:

- cold - a copy of the program may be stored for backup purposes or within the authorized use as noted above on a machine as long as the program has not been started. There is no charge for this copy and no additional use authorization is required.
  
- warm - a copy of the program may reside for backup purposes or within the authorized use as noted above on a machine and is started, but is “idling”, and is not doing any work of any kind. There is no charge for this copy and no additional use authorization is required.

**EXHIBIT F**  
**ATTACHMENT 3**  
**IBM SOFTWARE LICENSED UNDER THE IPLA - BACKUP USE DEFINED**

- hot - a copy of the program may reside for backup purposes or within the authorized use as noted above on a machine, is started and is "doing work". However, this program requires a use authorization. If there is no use authorization, one must be acquired and there is a charge for this copy.

"Doing Work", includes, for example, production, development, program maintenance, and testing. It also could include other activities such as mirroring of transactions, updating of files, synchronization of programs, data or other resources (e.g. active linking with another machine, program, data base or other resource, etc.) or any activity or configurability that would allow an active hot-switch or other synchronized switch-over between programs, data bases, or other resources to occur.

In the case of a program or system configuration that is designed to support a high availability environment by using various techniques (e.g. duplexing, mirroring of files or transactions, maintaining a "heartbeat", active linking with another machine, program, data base or other resource, etc.), the program is considered to be doing work in both the "warm" and "hot" situations and a use authorization and charge is required.

A scheduled hardware outage, such as preventive maintenance or installation of upgrades, is not considered a backup situation. However, the same guidelines apply. In addition, the outage should not be scheduled during peak (e.g. end-of-month) processing times if the program has a capacity-based charging metric and the secondary machine has more capacity than the primary machine.

- - - - -

In the IPLA construct, the authorized use of a program is based on the level of use acquired by the customer. This is stated on a Proof of Entitlement (POE) that accompanies each program. For example, if a program has a POE for "one install", and there are no other restrictions, the program may be resident on more than one machine under the customer's control, but only one program is authorized to be running at any given time.

When an emergency occurs and the primary machine on which the program normally runs is inoperable, the customer may run the program on another machine as permitted in the POE.

This alternate operation of the program may continue for a reasonable length of time while the primary machine is inoperable. If the time becomes extensive (e.g. over 3 weeks), the customer and IBM should review both the individual situation and the recovery plan to determine if any additional program charges are appropriate. For example, if the program charging is based on capacity and the backup machine is a higher capacity than the primary machine, then a review should be held. In no case may programs running in backup mode be used simultaneously on the primary machine unless there is an additional use authorization.

**EXHIBIT F**  
**ATTACHMENT 3**  
**IBM SOFTWARE LICENSED UNDER THE IPLA - BACKUP USE DEFINED**

To prepare for an emergency backup situation, customers may run periodic tests to determine whether the backup facility will adequately back up their systems. The assumption is that normal use of the program licenses is continuing on the primary machine while the test is being done. These tests do not include any productive work, development, program maintenance or testing. They are run solely to check out the adequacy of the backup facility to support the customer's program configuration and to simulate the disaster recovery procedures.

No extra program charges apply for these tests, as long as they are reasonable in number and duration (e.g. 1-3 tests per year, each test lasting approx. 2 to 3 days). In certain cases, (e.g. online systems running 24X7 that are critical to the customer's business operation), more frequent tests may be required, but should be of a shorter duration with the total hours not exceeding the above guidelines. Also, there can be no productive output or work done from the tests and no development, program maintenance or testing as part of the tests.

If a customer requires an extended period for backup facility testing, IBM and the customer should review the reason and determine appropriate license charges, if any.

- - - - -

Audit information:

During the period when a customer is using any IBM Program copies for cold or warm backup (or backup test), and any such copy is not licensed to the backup machine and charges are not in effect, IBM has the right to review the customer's rationale for not licensing the IBM Program copy for the backup environment. The review will be held on the customer's premises, during their normal business hours and in a manner that minimizes disruption to their business.

If at any time it is determined that the use of an IBM Program copy is outside of the no-charge cold or warm backup guidelines for use of program copies as described in this document, IBM has the right to require the customer to order, license, and pay the appropriate charges for the IBM Program(s).

*END OF EXHIBIT F ATTACHMENT 3*

**EXHIBIT F  
ATTACHMENT 4  
TEMPORARY ADDITIONAL USE POLICY**

May 16, 2013

IBM authorizes its clients for non-production temporary additional use of up to 90 days for IPLA-licensed Programs acquired through Passport Advantage or Passport Advantage Express that are properly licensed and compliantly used by them, without additional charge for the following five scenarios only.

Covered scenarios:

1. Datacenter migrations
2. System to system [replacement] migrations
3. Trade-up migrations (where Trade-up offerings subject to PA Trade-up terms are acquired)
4. Program evolution and other Program to replacement Program migrations
5. Program version to replacement version (same Program) migrations

For more details, clients should contact their IBM sales representative.

*END OF EXHIBIT F ATTACHMENT 4*

**JUDICIAL COUNCIL OF CALIFORNIA  
MASTER AGREEMENT MA-201402 WITH INTERNATIONAL BUSINESS MACHINES CORPORATION**

**EXHIBIT G  
PRODUCT FUNCTIONALITY AND DETAIL INFORMATION**

1. Product functionality and detail information for the products covered under this Agreement are in the 32 pages immediately following this page.

*END OF EXHIBIT G*



# Judicial Council of California: Enterprise Document Management System

*IBM: FileNet P8 ECM Solution*

*Exhibit G – Product Functionality and Detail Information  
Client Reference: ECM RFP FIN122210CK dated 01/13/2011*





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# 1. Software presentation & ECM functional coverage – Overview.

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## 1.1. Solution overview

The solution we propose is based upon IBM FileNet. It relies on major building blocks that each delivers specific ECM services. These building blocks are fully integrated.

The building blocks include but are not limited to:

- **Document Imaging & Capture:** Capture content. Automate document imaging. Leverage integrated, flexible content repositories for content solutions. Includes the following individual components:
  - IBM FileNet Content Management
  - IBM Content Manager On Demand (CMOD)
  - IBM Datacap Taskmaster Capture
  - IBM FileNet Image Services
  - IBM FileNet Image Manager Active Edition
  - IBM FileNet Capture Desktop and Professional
  - IBM Daeja ViewONE Pro
- **Advanced Case Management:** Activate content. Achieve a 360-degree case view with collaboration, content, process, analytics and business rules. Includes the following individual components:
  - IBM Case Manager
  - IBM Case Foundation
- **Social Content Management:** Socialize content. Share, collaborate and manage content in context, including office documents. Includes the following individual components:
  - Connections Enterprise Content Edition
- **Content Analytics:** Analyze content. Derive new business insight rapidly by accessing, interpreting and analyzing unstructured content.
  - IBM Watson Explorer
- **Information Lifecycle Governance:** Govern content. Reduce run rate storage cost and risk. Operationalize, automate and instrument your defensible disposal program. Includes the following individual components:
  - IBM Content Collector for Email
  - IBM Content Collector for File Systems
  - IBM Content Collector for MS SharePoint
  - IBM Content Collector for SAP
  - IBM Content Collector for IBM Connections
  - IBM Enterprise Records
  - IBM eDiscovery Analyzer
  - IBM eDiscovery Manager
  - IBM Atlas eDiscovery Process Management
  - IBM Atlas IT eDiscovery Process Management
  - IBM Disposal and Governance
  - IBM Global Retention Policy Schedule Management
  - IBM ILG Defensible Disposal
  - IBM Desktop Data Collector

- IBM eDiscovery Identification and Collection
- IBM Policy Assessment and Compliance
- IBM Unstructured Data Identification and Management
  
- **Interfaces:** various end-user interfaces are provided to satisfy a global range of requirements according to business priorities. This include :
  - IBM Content Navigator : standard web interface to access the different functions delivered by the ECM backbone
  - Microsoft Office: integration with MS Office allows end-users to interact directly with IBM FileNet from their Microsoft Office applications (Word, PowerPoint, Excel and Outlook). Users can add, view, search and modify documents directly from MS Office without the need to know an additional product.
  - WebParts for Microsoft SharePoint: when these components are deployed, a user can work with FileNet environment directly from MS SharePoint.
  - SAP: SAP users can access documents or data archived in FileNet.
  - Additional interfaces or integration can be built upon FileNet APIs which are available for various environments: Java, .Net, Web Services, REST.
  
- **Administration / Supervision:** it relies on standard FileNet administration tools to configure/monitor the solution (Administration Console (ACCE), Case Analytics with Real Time Monitoring). ECM System Monitor can be used to proactively monitor the ECM-based IT services and infrastructure.

It is important to note that all these building blocks are natively integrated. Here are two examples to illustrate this integration. It will be further detailed in the next sections.

- When a document is added in the system, it can be automatically declared as a record to satisfy legal requirements, according to business rules, whatever the source of information.
- IBM Case Manager can interact with documents stored in FileNet Content Manager according to events that happen on documents (creation, modification ...) or workflow steps: for instance, a workflow is launched when a document is created, security on documents is changed via a step in the process.

**NOTE:** IBM's content management capabilities for public sector clients are both broad and deep. As such, designing a solution and determining specific part numbers and quantities requires collaboration between the Judicial Council of California and the aligned IBM Enterprise Content Management team. These professionals may be accessed via your local IBM California Public Sector account team, which may be contacted via this site:

<http://www.ibm.com/connect/ibm/access/california/us/en/>

## 2. Software presentation & ECM functional coverage – Detail.

### 2.1. Functional description

This section will provide a more detailed description of each module of the IBM solution for the Judicial Council of California.

#### 2.1.1. Document Image and Capture

##### 2.1.1.1. IBM FileNet P8 Content Manager

FileNet P8 Content Manager can manage all types of electronic documents whatever their format. It handles documents according to their life cycle, from creation to their eventual publication. Documents can be "frozen" (for instance, scanned images) or "living" (memo to validate before release, Word document response to a client ...). FileNet Content Manager can also manage folders and business objects (i.e. a customer record). These key features enable content anywhere, so that organizations can access that same content from within customized and industry-standard applications. They can choose to manage content in-place, postpone or avoid costly content migrations, yet still standardize on IBM FileNet.

FileNet P8 Content Manager includes the following features:

- **Document classes:** FileNet Content Manager allows defining various categories of documents, or document classes. Each class has its specific characteristic like properties, access rights, traceability ... Properties are customized according to your specific needs. Information for properties can be entered when documents are created; they can be modified or completed after the creation of the document, during its life cycle.
- **Version management:** The solution manages both major and minor version for documents (for instance major version 1, minor version 1.1 and 1.2, major version 2)
- **Document lifecycle:** A document can be associated to a life cycle that represents the different steps of its life in the enterprise (draft, validated, published, superseded).
- **Rendition engine:** It allows automating the conversion of documents to HTML or PDF format in order to simplify the access to different users either within the repository, or outside the repository through publishing mechanisms.
- **Search:** search can be performed both on document properties and document content. Full text search can be done on content as well as properties.
- **Search templates:** Templates are predefined queries that are stored in the repository, and can be accessed by users according to their security rights.
- **Document viewing:** an integrated document viewer gives additional function to users like zooming, thumbnails, annotations and other document centric capabilities.
- **File plan:** it is possible to customize a folder tree to organize the information (documents, custom objects, search templates, entry templates ...). Folders are also related to specific classes which can have their own properties. Folders can be defined within folders: sub-folders. A given document can be stored in various folders: the document is only stored once in the repository, and the information in the different folders all point to this same object.
- **Custom objects:** In addition to documents and folders, IBM FileNet Content Manager can also manage custom objects: these objects have no associated content. They allow representing within the repository, business objects that are associated to documents and folders.

- **Relation between objects:** it is possible to define links or relationships between different objects that are stored in the repository. For instance, it is possible to define a “Customer” object and a “Claim” object. Customer can be a property of a Claim. In this way, a direct link has been defined between these two documents.
- **Security:** A granular system of access rights is implemented in FileNet Content Manager. Each object is protected by an access control list, that defined which users and/or groups of users have the right to view, modify and delete a document and/or its properties.
- **Audits:** various actions performed on all objects kept in the repository are auditable (i.e. creation, modification, loan classification, deletion). Then, it is possible to see for each object the actions that have been performed, when and by whom.
- **Validation workflow:** it is possible to define document validation workflows (either sequential or parallel) to support review / validation of documents.

In addition, FileNet P8 Content Manager allows managing « Active Content » that is capturing events that occur on documents and reacting to these events.

Event management enables reactivity of users in response to requests from customers, partners and internal processes. The principle is to "capture" the occurring events on an object stored in the repository to trigger associated actions. For instance, it is possible to send a message to a manager when a note on the operation of its service reaches the validation step in a life cycle, to initiate a validation process on receipt of an invoice, to update document properties or to classify a document in a folder. Events that may be covered are:

- Adding a document
- Modifying a document
- Check-out of a document
- Deletion of a document
- Move to the next step in the life cycle
- Adding a document in a folder
- Removing a document from a folder

#### 2.1.1.2. IBM Content Manager OnDemand

IBM Content Manager OnDemand (CMOD) provides enterprise report management that delivers electronic access to bills, statements and other print archive information.

IBM Content Manager OnDemand:

- Transforms content for online presentation by capturing high-volume computer output and archiving scanned documents for enterprise report management.
- Provides report distribution and supports electronic bill solutions.
- Automates storage management with compression capabilities.
- Provides security-enabled capabilities and retention controls for compliance management.
- Supports multiple platforms with a scalable architecture that uses the IBM Content Navigator web client.

#### 2.1.1.3. IBM Datacap Taskmaster

IBM Datacap Taskmaster Capture is a solution for document and data capture.

Taskmaster scans, classifies, recognizes, validates, verifies, and exports data and document images.

By combining recognition engines for OCR, ICR, OMR and barcodes with libraries of hundreds of script-based actions, Taskmaster accurately captures data from structured, highly variable, or unstructured form.

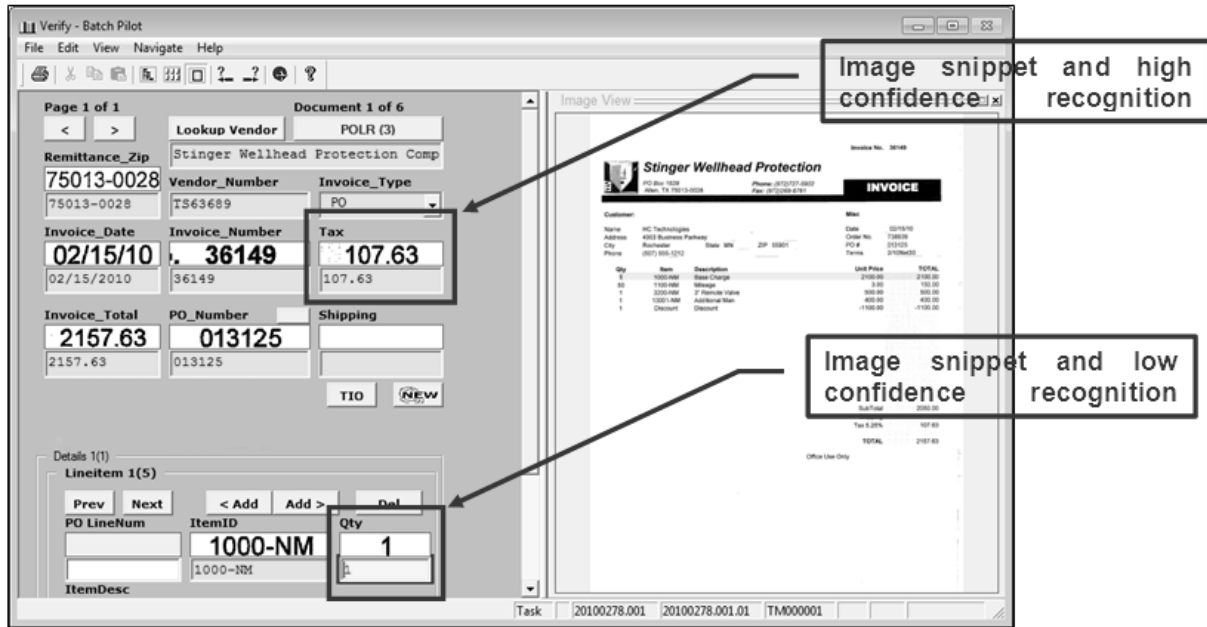
Taskmaster captures machine print, hand print, bar codes, and check box data. Using Taskmaster's flexible rules engine, data capture can be tailored to fit the most demanding business requirements – and can be changed quickly when business needs change.

For indexing applications, Taskmaster streamlines the manual data entry of indexes by using recognition to automatically identify the index values on each document and to automate the document identification process.

Datacap Taskmaster delivers the following capabilities:

- **Data Capture:** Data capture capabilities are the heart of a scanning solution. Taskmaster provides these features for data capture automation:
  - OCR, ICR, OMR, and 1 and 2 dimensional bar code recognition
  - Choice of recognition engines
  - Single-pass, modeless data entry, displaying field data and image snippets in one panel
  - Client/Server architecture that is scalable
  - "Fingerprinting" technology that automatically recognizes fields within unstructured documents
  - Automatic field validation using the Datacap Rules Engine
  - Dynamic Natural Analysis (DNA) for invoices and other highly-variable documents to enable single-pass verification
  - Click N Key enables operators to populate fields that failed validation with a single click
  - Detailed management reporting and control
- **Range of Document Identification Methods:** Taskmaster provides a range of document identification and classification methods. These methods include using OCR and ICR on pages or zones on the page, pattern matching looking for logos and images, "fingerprint" matching looking at the entire page layout, and text analytics performing a conceptual analysis of page content. These techniques can be used independently, or jointly to classify a document. Taskmaster also includes a unique user-interface for operator assisted document classification and assembly.
- **Reusable Rules:** Datacap Taskmaster is configurable using pre-scripted rules that are managed through a point and click interface. Datacap Reusable Rules can be applied and even modified by a business analyst or supervisor.
- **Scalability:** Taskmaster provides a client/server architecture that is scalable. Features such as automatic document identification and automatic indexing support high volume scanning delivering information to IBM FileNet Content Manager. The Rulerunner Service provides core capture capabilities decoupled from the Taskmaster capture platform. As volumes increase it is capable of scaling by adding additional Rulerunner Services to handle work loads. Rulerunner can take advantage of multiprocessor systems, accelerating capture processing. And when there are a large volume of documents types, Datacap offers the Fingerprint Service to centralize fingerprint processing and gain significant performance when accessing hundreds, or thousands, of fingerprints. Taskmaster Web offering browser-based distributed capture further enables scaling by adding remote capture locations.

The following figure illustrates the end-user interface that allows verifying a scanned invoice, based on the features that have been described previously.



#### 2.1.1.4. IBM FileNet Image Services and FileNet Image Manager Active Edition

IBM FileNet Image Services helps organizations store and manage large volumes of fixed information with high availability to users. It provides security-enabled access to enterprise content and documents.

FileNet Image Services:

- **Provides security-enabled access to enterprise content and documents** in a scalable environment that gives users access to critical information.
- **Works with built-in connectors to extend services** to EMC Centera®, IBM DR550 and SnapLock® magnetic write-once, read-many (WORM) environments.
- **Takes advantage of Windows-based user interfaces** for viewing, revising, sharing and distributing content through [FileNet IDM Desktop](#), [WEB Services](#) and [Open Client services](#).
- **Integrates with magnetic storage and retrieval systems** for flexible, scalable access to large volumes of content.
- **Uses a resource adaptor to connect with custom Java® 2 Platform, Enterprise Edition (J2EE) applications** to extend storage functions to existing applications.

FileNet Image Manager Active Edition is a combination of [FileNet Image Services](#) and [FileNet Content Manager](#).

#### 2.1.2. Advanced Case Management - IBM Case Manager

IBM Case Manager provides case workers access to structured and unstructured information from various types of applications or storage systems. IBM Case Manager, IBM's Advanced Case Management (ACM) offering, provides flexible process controls, access to analytics and dashboards, and an array of industry-specific business partner solutions to enable rapid time to value.

Case Manager:

- Gives knowledge workers the control and insight they need to resolve cases.
- Provides near real-time access to the documentation, structured data and analytics.
- Offers design capabilities to enable application updates.
- Extends IBM Content Navigator to ACM applications, enabling access to and update of case files from virtually any location through mobile connectivity and cloud solutions.
- Supports a full Enterprise Content Management (ECM) suite, including records management, search and content analytics.

IBM Case Manager (ICM) enables organizations to create, modify, manage, simulate, and analyze business cases and work with active content.

**Active content** refers to the ability of content to trigger or affect business cases. Active content includes the delivery of information in a way that is more unified, accurate, and contextual to the business cases.

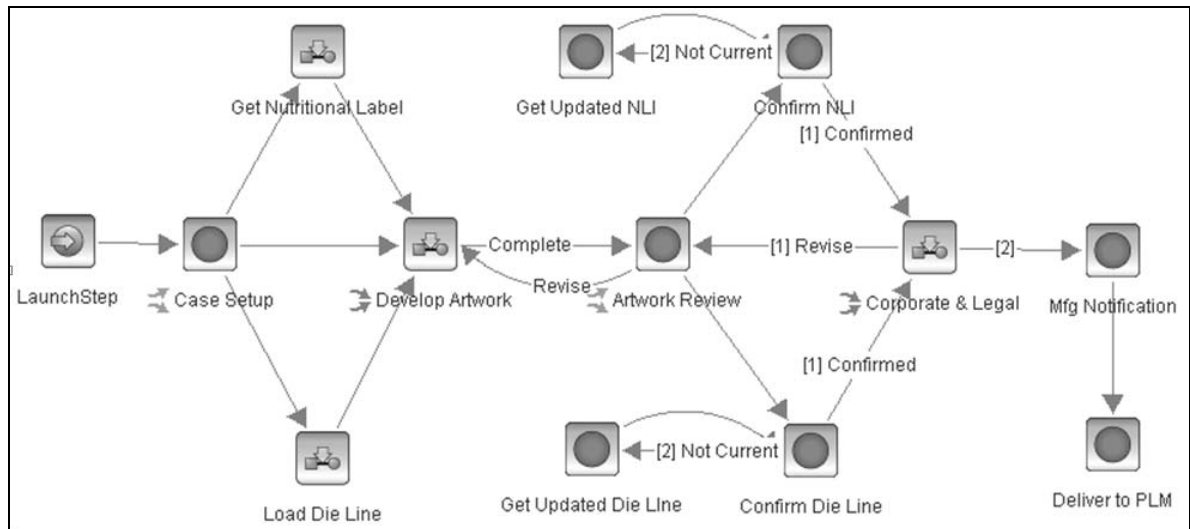
ICM addresses the primary focus of case management (that is, managing, transforming, and optimizing business cases). It provides the following functions:

- **Process modeling and designing**

IBM Case Manager makes a distinction between process modeling and process designing. Process modeling is done for any business process in the organization, including manual processes that are not expected to be automated. The goal of process modelling is to document and gain an understanding of the process. Process designing, on the other hand, is used to create executable processes.

Process models can be created by tools such as WebSphere Business Modeler, or Microsoft® Visio®. WebSphere Business Modeler is a tool specifically designed for process modeling. Microsoft Visio is a drawing tool that can be used to document business processes. In either case, the modeled processes can be used ICM.

ICM offers Case Builder, a tool that creates executable processes. It can import Microsoft Visio diagrams and read XML process definition language (XPDL) files that are generated by WebSphere Business Modeler. In addition, Case Builder can read XPDL files generated by other tools. Process Designer can use these models as a starting point to create executable processes.



- **IBM Case Builder allows non-programmers to design and try out new case solutions.**

- Define aspects of your case solution in one place, including case properties, user roles, rules, page and data visual layouts, and case tasks and their underlying workflows.
- Use a one-click test link to try out your solution right away.
- Collaborate with technical solution developers when more complex capabilities are required.



- **IBM Case Client is the knowledge worker user experience that displays the solutions created by Case Builder.**
  - Built on IBM's Content Navigator framework to provide a common look and feel across your Enterprise Content Management (ECM) applications and a common development platform to extend your solutions.
  
- **IBM Case Foundation provides the powerful content and process platform that Case Manager is built on.**
  - Case data and content is stored in an enterprise-class repository that can be extended with other ECM capabilities such as archival and records management.
  - Active content capability allows the system to automatically respond to important changes in any content items and perform operations such as delivering it to a case worker for review or starting an entirely new case around it.
  - Case tasks run as processes in the workflow engine to deliver work to case workers or integrated systems.
  - Case Monitor and Case Analyzer provide both current and historical reporting on your cases.
  
- **IBM Content Analytics with Enterprise Search analyzes and visually explores large volumes of unstructured content to unlock new business insights.**
  - Uses natural language processing capabilities to enable analysis of unstructured content to extract facts and concepts.
  - Provides classification capabilities that allow knowledge workers to automatically categorize information .
  - Includes a Case Manager crawler to return results of structured and unstructured data, regardless of where they are located.
  
- **IBM Sametime® delivers unified communications and collaboration software for voice, data and video.**
  - Offers enterprise instant messaging, online presence indicators and community collaboration.
  -

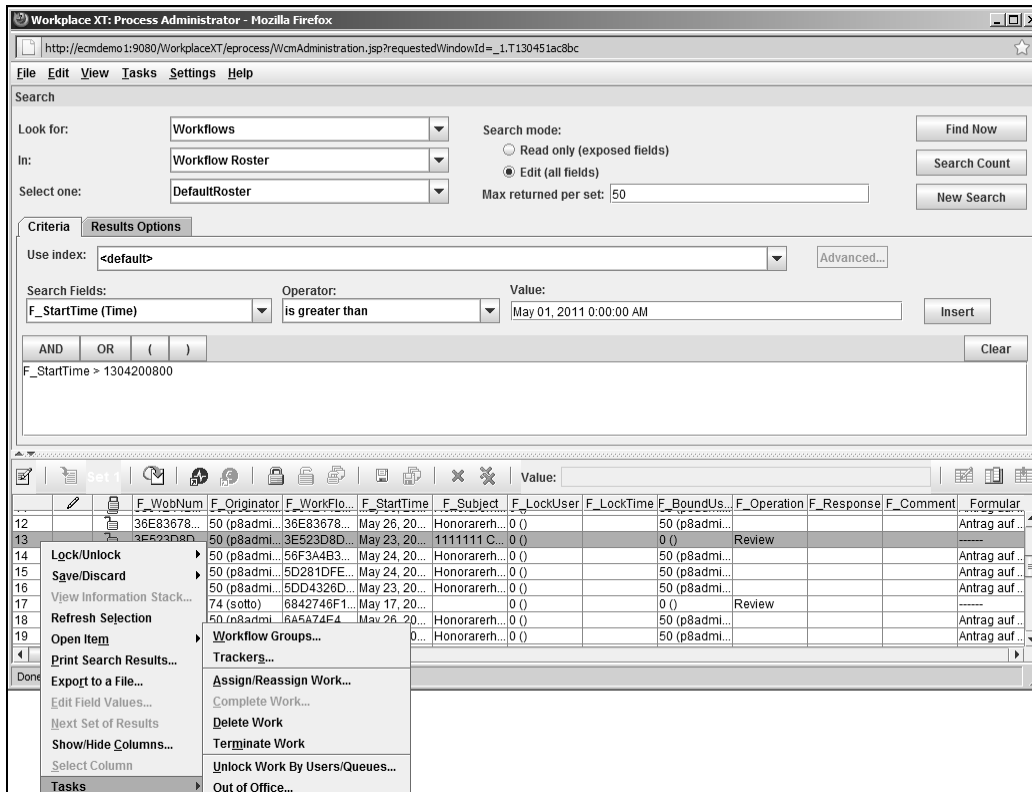
- **Process integration**

ICM provides process integration capabilities with external applications and systems through Component Integrator and Web services..

- **Process monitoring and optimization**

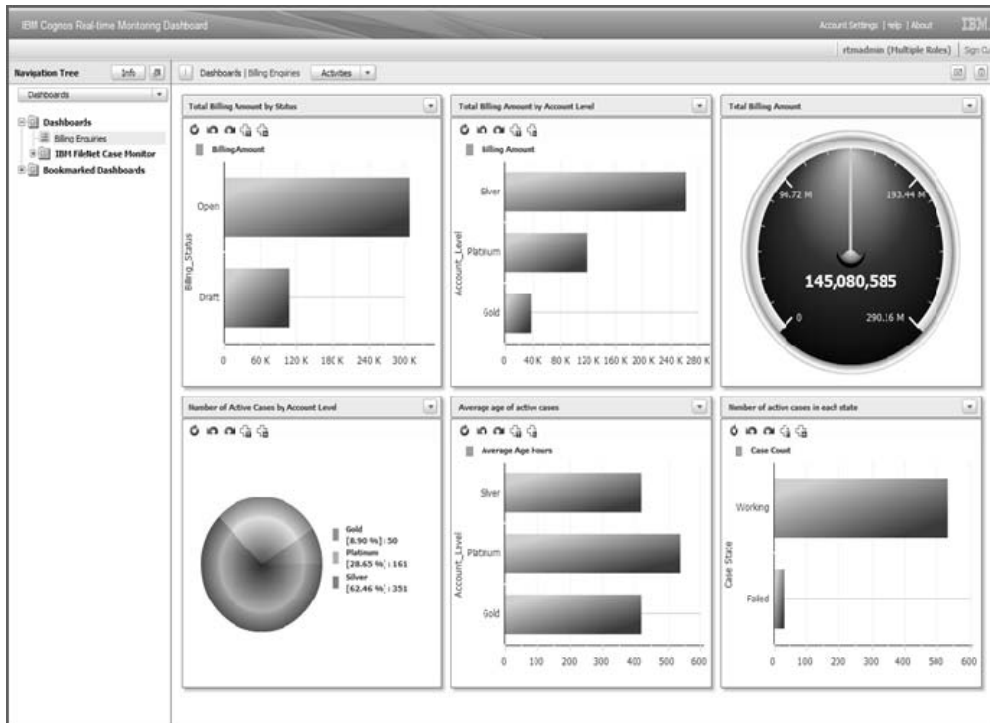
The monitoring of business processes can be done on two levels; either at the individual process instance or across all processes.

Individual process instances can be monitored in several ways. ICM includes a *tracker* tool that displays the status of a particular process in a graphical environment. There is also a milestone feature that can be used to define process milestones during the process modeling. This can be used to monitor the status of the Case.

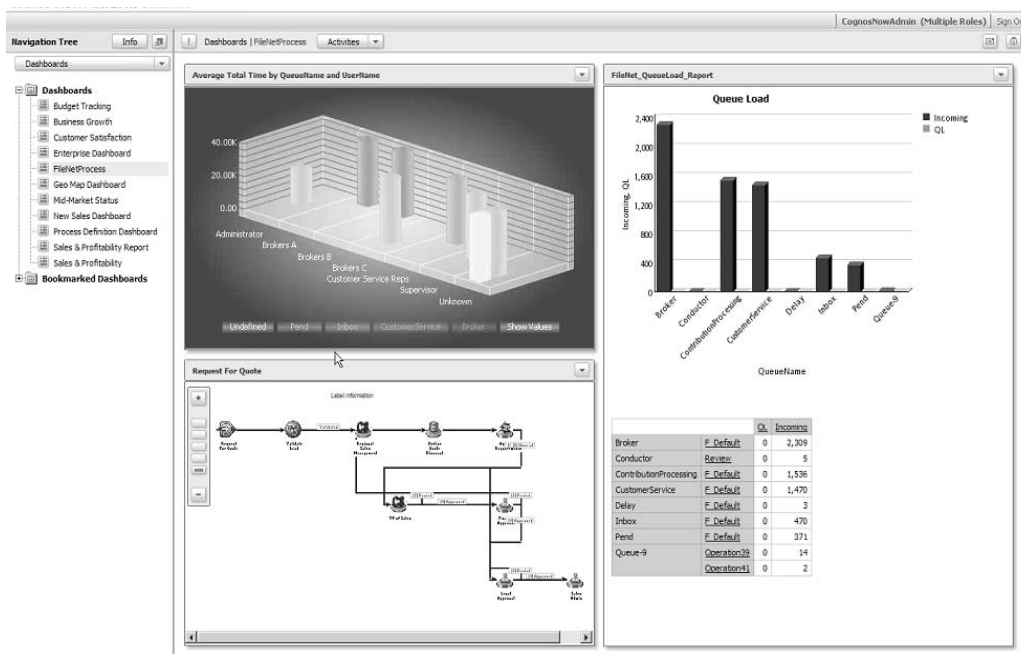


For monitoring and analysis of all the processes, IBM Case Manager offers Case Analytics and Real-time monitoring & dashboard capabilities via Cognos Real-Time Monitor integration.

IBM Case Manager comes with some built-in capabilities at the macro-level that allow LoB managers and executives to have a more global view or understanding of what is going on across the business application thru comprehensive reporting and analytics, both structured and unstructured. Case Analytics enables users to evaluate process workload, discover processing trends, and identify bottleneck areas. Case Analytics is used for dynamic, chart-based analysis of process activity at runtime with focus on reports and statistics.



The Cognos Real-Time Monitor integration lets managers monitor various aspects of their business operations, set thresholds, and automate actions to react to thresholds being exceeded. In can monitor not only the executing processes but associated applications.



Information collected by monitoring the processes can be used for optimization. For newly designed processes, simulation is a technique that can be used to play with “what if” scenarios and detect bottlenecks before placing the process into production.

### 2.1.3. Social Content Management

IBM social content management provides content in context – a system of engagement that enables business users to share ideas, locate expertise, and access relevant knowledge via professional social networks.

**Content Collaboration** lets business users navigate and find content - from desktop applications, social user interfaces, and smart devices.

IBM® Connections Enterprise Content Edition provides social content management that integrates social collaboration tools with robust content and document management. It enables users to collaborate on trusted content in a contextual manner through social business tools that intuitively surface relevant expertise and knowledge, regardless of the user experience—web, desktop, or mobile.

**Document management and email integration** automates content related processes either by setting up triggers in the context of desktop and/or social collaboration applications or embedding social capabilities in content applications that have specific business requirements

**Mobile Application** helps business users intuitively create, access, and update content with familiar applications from email to office to collaboration tools.

### 2.1.4. IBM Watson Content Analytics

Find, organize, analyze and deliver business insight from enterprise content.

- **Search in context across integrated sources**  
Enable conceptually enhanced search that connects users to the right information using advanced analytics capabilities to deliver results, in context, from diverse internal and external sources.
- **Automate categorization decisions**  
Enable categorization of unstructured information through the application of sophisticated text analytics techniques, as well as content-specific rules, to extract the meaning buried within content.
- 

IBM Watson Content Analytics is an analytics solution that helps organizations aggregate, analyze and visualize massive amounts of information to expose unique insights.

Watson Content Analytics:

- Transforms information into insights by uncovering trends, patterns, and relationships from enterprise content through intuitive analytics visualizations.
- Provides content discovery and exploration by guiding users to relevant content through business understanding.
- Delivers an integrated development environment for creation of analytics applications.
- Provides scalability, flexibility and integration with other IBM systems and solutions using an open-standards platform.

### 2.1.5. Information Lifecycle Governance - IBM Enterprise Records

IBM Enterprise Records is a records management solution that can help companies manage risk through records management policy. IBM Enterprise Records is fully integrated with the IBM FileNet P8 platform.

By using the core content and process management capabilities of the FileNet P8 platform, the IBM Enterprise Records services and applications can:

- Manage file plans and record disposition schedules using a web-based application that is integrated with IBM Content Navigator.
- Declare documents as records when adding them to the content repository from IBM Content Navigator, and Microsoft Office integration
- Automate record declaration by using Content Engine event actions, process components, custom applications, and entry templates.
- Manage physical and electronic records.
- Use architecture that provides for managing records that are stored in other repositories.
- Create record folders to contain related records.
- Search for records.
- Place records on hold.
- Generate reports.
- Audit records.
- Use workflows to manage the review and disposition of records; customize the workflows to meet specific business requirements.

IBM has developed a ZeroClick solution for identifying, capturing, and managing relevant business information and processes, which become the basis for corporate records.

Once captured, these records automatically inherit a schedule for retention and destruction, which the records management industry refers to as disposition.

FileNet P8 provides integrated, automated (through ZeroClick), that:

- Automates the process of identifying, automatically capturing, and accurately filing all records.
- Stores records once and virtually replicates them, if needed, in multiple files.
- Provides proof of adherence to process (plus content), now required for Sarbanes-Oxley, through audit and chain of custody.

## 2.1.6. IBM Content Collector

**Content Collection** enables enterprises to collect, enhance and manage email, files, social business content, SAP® data and documents giving enterprises the ability to extract value and gain new insights from relevant business content.

Content Collector is integrated into the IBM FileNet P8 Platform, which simplifies and automates the process of collecting, enhancing, and managing content.

Content Collector addresses four main use cases:

- management for compliance purposes,
- management for storage purposes,
- integration with business processes,
- management of collection for eDiscovery.

### 2.1.6.1. IBM Content Collector for Email

*Email archiving for legal, compliance and IT management*

IBM® Content Collector for Email provides automated, policy-driven email archiving. IBM Content Collector for Email helps organizations archive their IBM Lotus® Domino®, Microsoft Exchange, Microsoft Exchange Online and SMTP email systems.

IBM Content Collector for Email enables you to:

- **Collect and archive messages according to policies you define.**
- **Dynamically execute retention instructions** to remove content when appropriate. This includes instructions syndicated from IBM Global Retention Policy and Schedule Management.
- **Manage compliance and legal requirements in place.**
- **Provide a user email environment** with unified search across both current and archived messages.
- 

#### 2.1.6.2. IBM Content Collector for File Systems

*Multi-purpose file system archiving for IT*

IBM® Content Collector for File Systems archives and manages various file types throughout their lifecycle based on business value and legal or regulatory obligation.

IBM Content Collector for File Systems enables you to:

- **Collect and archive files based on policies you define** for various stages of the file lifecycle.
- **Manage compliance and legal requirements in place.**
- **Optimize content integration** with IBM content management systems.
- 

#### 2.1.6.3. IBM Content Collector for IBM Connections

IBM® Content Collector for IBM Connections helps extend your governance framework to include content created on the IBM Connections social business platform. It archives a full range of IBM Connections applications, including files, wikis, blogs, forums, profiles and activities, and makes that content available for compliance and eDiscovery purposes. IBM Content Collector for IBM Connections complements other Content Collector products, enabling content from email, file systems and Microsoft SharePoint to be accessed from a single eDiscovery search.

IBM Content Collector for IBM Connections enables you to:

- **Collect, archive and index social content** and make it available to search tools, including IBM eDiscovery Manager and IBM eDiscovery Analyzer.
- **Control social media content** and bring it in line with other compliance initiatives related to email and other content sources.
- **Provide a user environment** for social content collection and archiving.
- 

#### 2.1.6.4. IBM Content Collector for SharePoint

*Extend enterprise content management capabilities to Microsoft SharePoint users*

IBM® Content Collector for Microsoft SharePoint helps maintain control of content contained in Microsoft SharePoint sites throughout the enterprise. IBM Content Collector for Microsoft SharePoint can apply and

enforce specific compliance and governance policies on SharePoint content, bringing SharePoint in line with other corporate information systems.

IBM Content Collector for Microsoft SharePoint enables you to:

- **Deploy a thorough SharePoint collection and archive strategy** to manage SharePoint content throughout its lifecycle.
- **Provide a user environment** for content collection and archiving.
- 

#### 2.1.6.5. IBM Content Collector for SAP

*SAP archiving delivers value-based archiving with SAP*

SAP archiving with IBM® Content Collector for SAP Applications provides flexible archiving, content management and governance for SAP® data and related content. It extends IBM's value-based archiving capabilities across SAP applications and archive stores, including IBM enterprise content management (ECM) repositories and Tivoli® Storage Manager.

Content Collector for SAP Applications

- **Archives SAP data and documents.**
- **Enriches SAP content** by linking valuable ECM-stored documents such as invoices, emails and contracts to SAP transactions.
- **Enables expansive ECM SAP business capabilities and provides SAP-specific integration** with products such as IBM Datacap Taskmaster Capture.
- **Supports today's and tomorrow's cloud archiving environments** by offering system security and performance monitoring enhancements as well as system performance guidelines.
- **Expands IBM's value-based archiving portfolio** through integration with IBM Content Collector products for email, files, Microsoft® SharePoint® and IBM Connections as well as other IBM ECM products.

#### 2.1.7. eDiscovery

IBM eDiscovery Manager enables authorized IT and legal staff to search, cull, hold and export case-relevant content.

eDiscovery Manager can help your organization:

- 
- **Preserve your electronically stored information (ESI) evidence**—in a security-enabled, auditable, high-scale, trusted evidence repository that includes chain-of-custody tracking.
- **Organize ESI, email and other content**—.

#### Mitigate escalating discovery costs

- Users can work through an intuitive web-based interface to gain access to and early insight into case-related content.
- They can create new cases, work on existing cases, save searches to share with other authorized users and schedule searches.
- Legal staff can manage cases while preserving the chain of custody for documents in individual case repositories.

- Using the eDiscovery Manager high-volume search capability, IT and legal staff can sift through millions of pieces of content, including email and other documents, and automatically select the most relevant ESI set for a particular case.

### **Preserve your ESI evidence**

- eDiscovery Manager provides a change-tracking repository. This feature demonstrates authenticity and addresses chain-of-custody requirements.
- The solution maintains an audit trail that can be exported and used in court to support the defensibility of ESI evidence.
- Security controls, enabled by dynamic roles, supply granular control of case tasks.
- An automated hold capability allows users to preserve ESI.

### **Organize ESI, email and other content**

- It supports a scalable enterprise content management platform that delivers integrated content collection, classification, records management, content analytics and discovery process automation.

## **2.1.8. Atlas eDiscovery Process Management**

IBM Atlas eDiscovery Process Management helps attorneys, paralegals and discovery directors manage workflow. It enables organizations to use outside counsel by pre-interviewing custodians electronically

Atlas eDiscovery Process Management helps organizations to:

- **Scope and manage custodians and data sources.**
- **Streamline and automate hold publication.**
- **Conduct virtual interviews and automated follow up** based on interview results.
- **Control, monitor and manage the discovery process.**
- **Integrate with other Atlas eDiscovery products.**

### **Scope and manage custodians and data sources**

- Segment and manage messages for large custodian lists.
- Identify custodians by numerous attributes, including their responsibilities for records or IT systems and their involvement in the issue in dispute – by department affiliation, function, role and other criteria.
- Define and track data sources involved in matters. Add and remove data sources as matter facts change.
- Track and scope terminated employee assets and automatically alert the appropriate legal staff when custodians in their holds transfer or terminate.
- View the master list of data sources for a matter and look up any data source to see its current holds and pending collections.

### **Streamline and automate hold publication**

- Segment notices by recipient role or knowledge. Customize notice content and sub-segment custodian population based on their responses and new developments in the matter.
- Establish various notice templates with predefined variable text that is automatically filled in and updated in future reminders as information changes.
- Systematically send reminders, track confirmations, escalate non-confirmations, assign action items and alert legal staff to exceptions. Detects and responds to employee transitions, collection delays and release eligibility.
- Manage multiple notices over long matter lifecycles with visibility across legal staff.



- Release holds on one or more custodians with comments and systematic release notification. Automatically direct custodians to their remaining holds in release notices.

### **Conduct more effective virtual interviews and automated follow up**

- Combine initial hold notices with custodian questionnaires and incorporate hold compliance tracking.
- Establish intervals for re-issuing questionnaires, track responses, and set escalations for non-responses.
- Author a library of standard questionnaires and update questions as needed.
- Automatically collate recipient responses by group, question, answer and follow-up actions. Set automatic alerts and action items for specific answers.
- Add comments and notes to each custodian's response for a more complete record and easier follow through on facts gathered.

### **Control, monitor and manage the discovery process**

- Define, track and monitor various preservation, collection and discovery activities in a single system of record for higher integrity and less manual recordkeeping. Follow the natural sequence of events and iteration throughout a typical matter lifecycle.
- Automatically detect exceptions to holds, collection requests and interviews and send alerts to legal staff through email or dashboards.
- Specify the legal team for a matter and share alerts and action plans automatically. Manage matter category permissions with enhanced security controls and matter-specific access control.
- Preserve data in place with a full audit trail. Collect data directly from email archives, file shares, enterprise content systems and custodians using a browser-based interface.
- Publish thorough, convenient reports for inside and outside counsel to show the entire preservation and discovery record over the matter life.

### **Integrate with other Atlas eDiscovery products**

- Work with Atlas IT eDiscovery Process Management to define and re-use standard collection protocols for data sources, determine collection scope and assign collections to discovery specialists.
- Integrate with Atlas eDiscovery Policy Federation Framework and Software Development Kit (SDK) to automate collection from data sources.

## **2.1.9. Interfaces**

### **2.1.9.1. IBM Content Navigator**

IBM Content Navigator software enables to users interact with and manage content. Users can access, manage and work with enterprise content directly from desktop, laptop, tablet and other mobile devices practically anytime, anywhere.

IBM Content Navigator also includes a Content Management Interoperability Services (CMIS) technology preview,. Ultimately, IBM Content Navigator can be used as a single interface atop virtually all repositories of content in an organization.

### **Document Search**

IBM Content Navigator expands on traditional relational database–type searches with the ability to also:

- Share saved searches, including “favorite” searches with defined full or partial criteria

- Sort results by properties
- Retrieve large result sets
- Navigate document lists, view metadata and documents, and edit the metadata

### **Workflow tasks and processes**

Production imaging requires structured workflows that effectively manage the processing of large volumes of scanned documents. IBM Content Navigator enables users to:

- Launch defined workflow processes—manually or automatically—with documents, descriptive information included
- Sort, filter, and process work items from and otherwise leverage role-driven inboxes

### **Business self-provisioning**

IBM Content Navigator provides a deployment mechanism that enables business users to deploy a team or project collaboration team space.

### **Collaborative document management**

General document actions

IBM Content Navigator provides users with the ability to:

- View document thumbnails and previews as well as edit and update documents in their original applications
- View version history, download or view version-specific properties, and view or edit security
- Find filed documents and move or add them to multiple folder locations using drag-and-drop or document actions

Content authoring

Manage electronic content using preferred productivity tools and a familiar folder-based taxonomy. Capabilities include the ability to:

- Add and update documents with drag-and-drop functionality from outside of the web browser
- Support an add and check-in process for location, class, properties and security
- Check out documents from repositories and edit them in an authoring application
- View and modify document properties and security

### **Hierarchical folders**

IBM Content Navigator supports structured folder hierarchies, enabling collaborators to organize documents in an easily understood manner.

Review and approval processes

Capabilities for review include:

- Manually or automatically launch defined review processes on attached documents
- Provide descriptive information about processes to be performed from either manual user entry or automatic mapping from document properties
- Retrieve and execute work items as part of workflow processes through role-driven in baskets
- Sort and filter in baskets to locate and execute specific work items

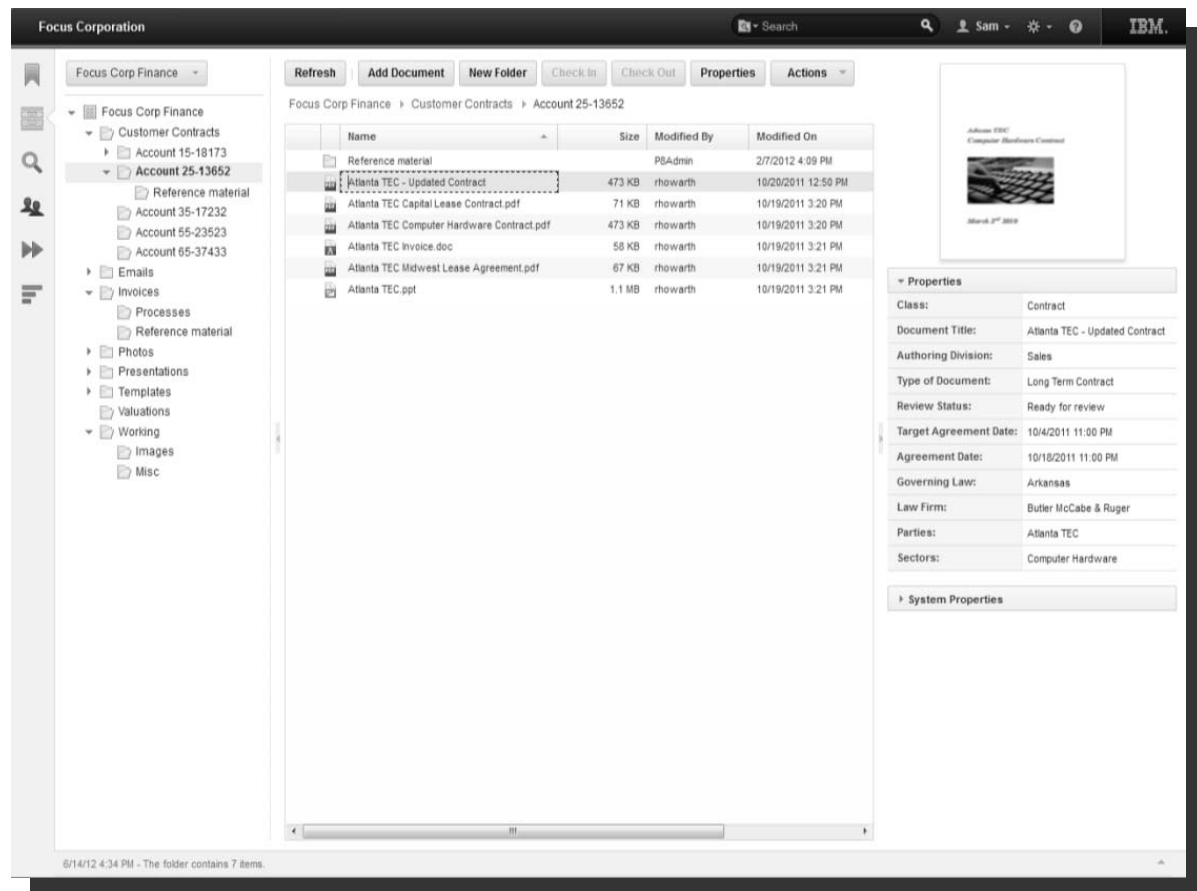
### **External data services**

IBM Content Navigator can leverage external data services in add dialogues, document check-in dialogues, property editing dialogues, search dialogues, and workflow process launch and task dialogues.

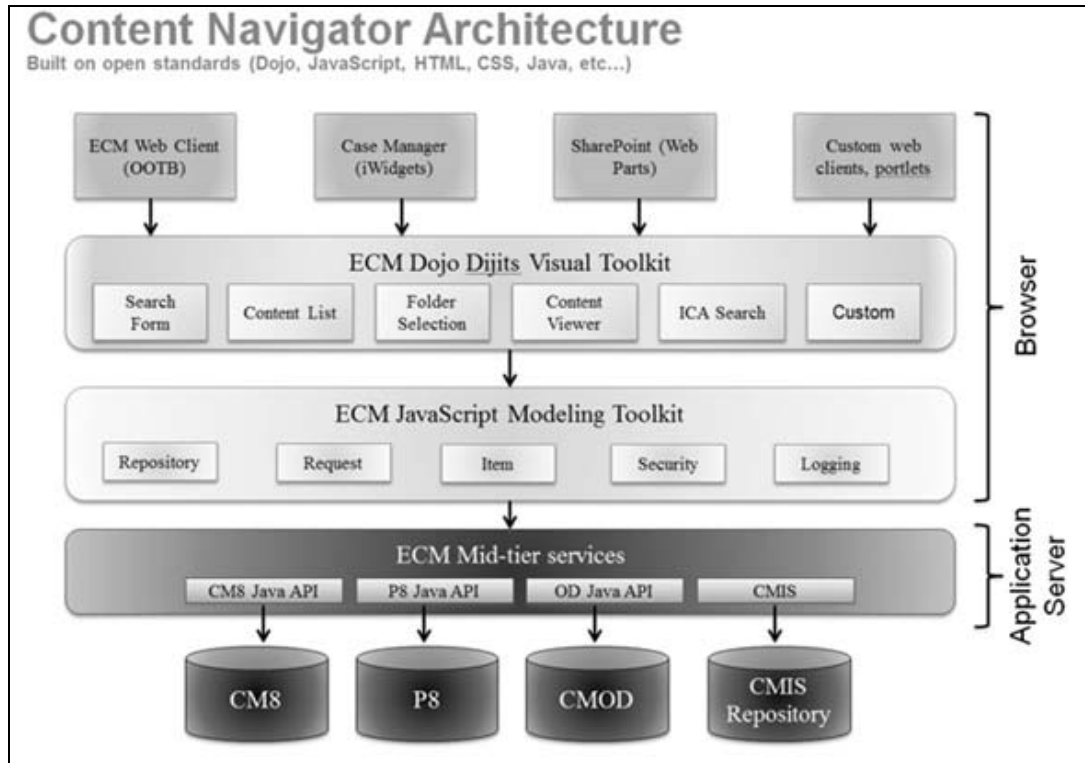
### Mobile Device Support

IBM Content Navigator enables users to access content when and where they want, with a full-featured, engaging user experience on mobile devices. The solution works on modern mobile device browsers and also supports a native iOS application, which provides a rich mobile experience that allows users to search for, browse and view documents as well as take and upload photos to the repository.

The following capture shows a screenshot of IBM Content Navigator.



The following diagram depicts the Content Navigator Architecture:

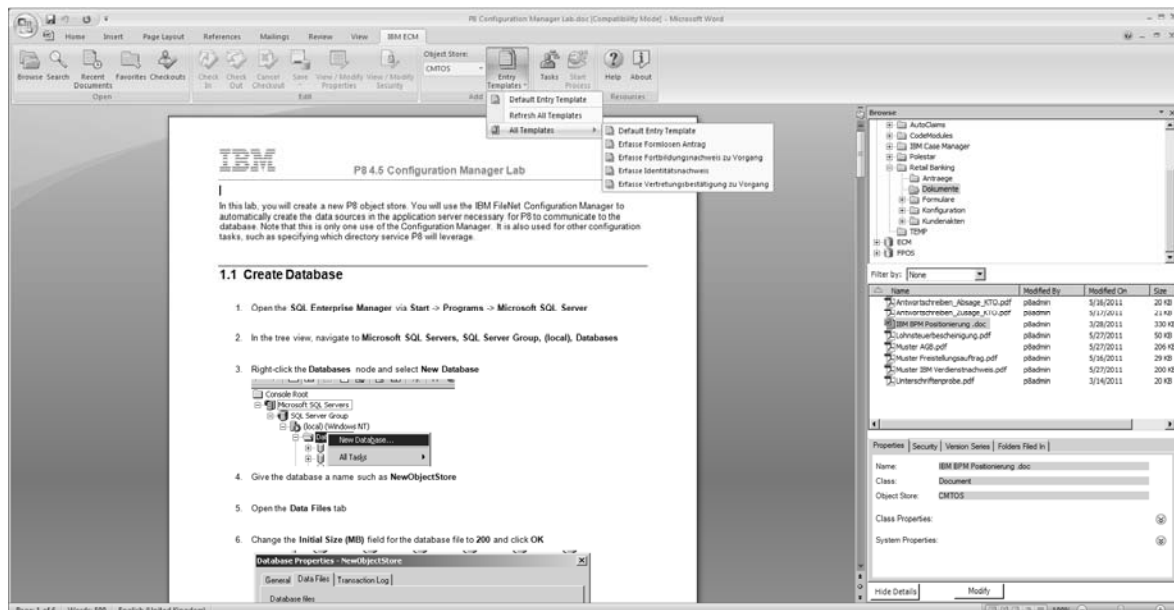


2.1.9.2. Microsoft Office Integration

With FileNet Integration for MS Office (FIMO) Integration, it is possible to manage documents directly from within a Microsoft Office application, such as Microsoft Word or Excel.

Integrating your Microsoft Office applications means you can use special commands and menu options to complete document management tasks, such as adding documents and emails to an object store, checking documents in and out of an object store, and saving copies of your work from inside an application.

The following picture shows a screenshot of MS Office Integration: add document functionality.



### 2.1.9.3. WebParts for Microsoft SharePoint

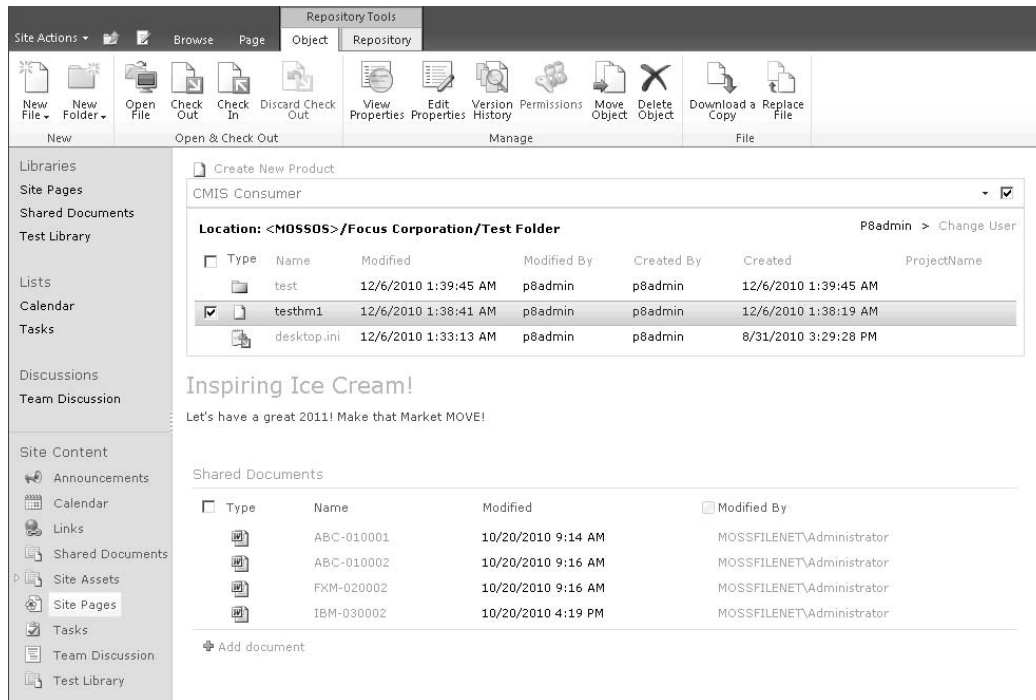
FileNet P8 and SharePoint technologies are complimentary solutions that, when used together, provide an environment where business users can collaborate on work-in-process documents and tasks, yet comply with content and compliance initiatives across the enterprise.

FileNet P8 embraces and extends SharePoint Products and Technologies to allow SharePoint content to interoperate with an enterprise’s existing heterogeneous computing environment. Additionally, FileNet P8 enables organizations to rapidly deploy SharePoint to address key enterprise business and IT requirements surrounding collaboration, while providing a content, process, and compliance infrastructure to ensure SharePoint activities are accessible to authorized users, secure, and placed under full lifecycle and compliance management.

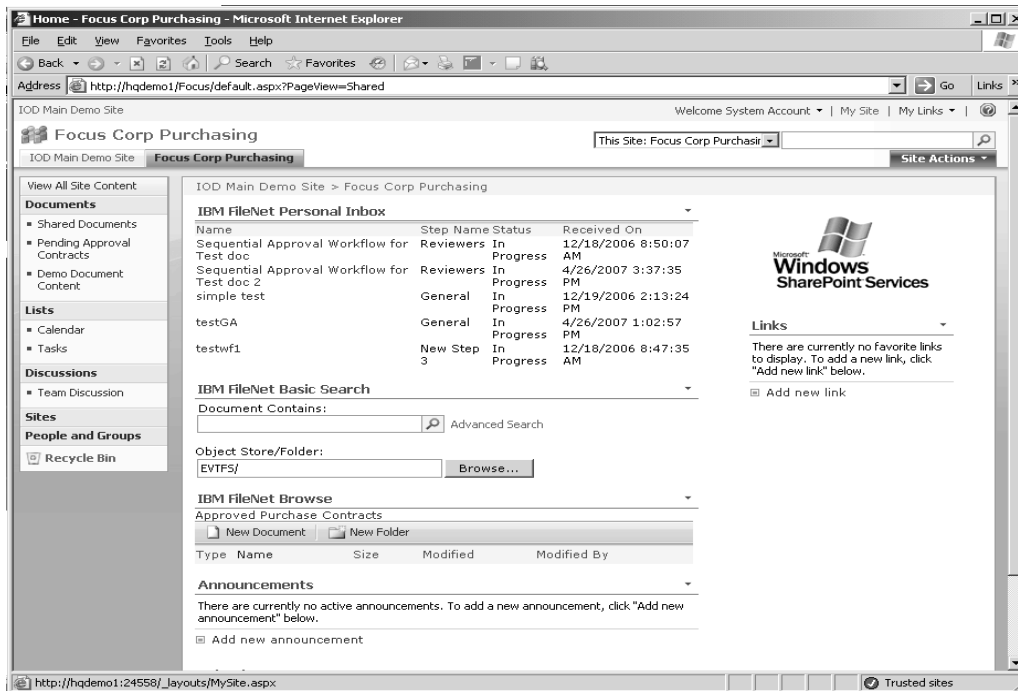
FileNet Webparts for Microsoft SharePoint allow users to interact directly with IBM FileNet P8 from their Microsoft SharePoint environments.

This module delivers following FileNet functions for SharePoint users:

- Browse / Search FileNet documents and folders
- Check-in / Check-out
- Add a document
- Edit document ( properties and content)
- Delete a document
- Access personal and shared inboxes
- The following snapshots illustrate these functions.



Browser FileNet folders and documents from MS SharePoint environments

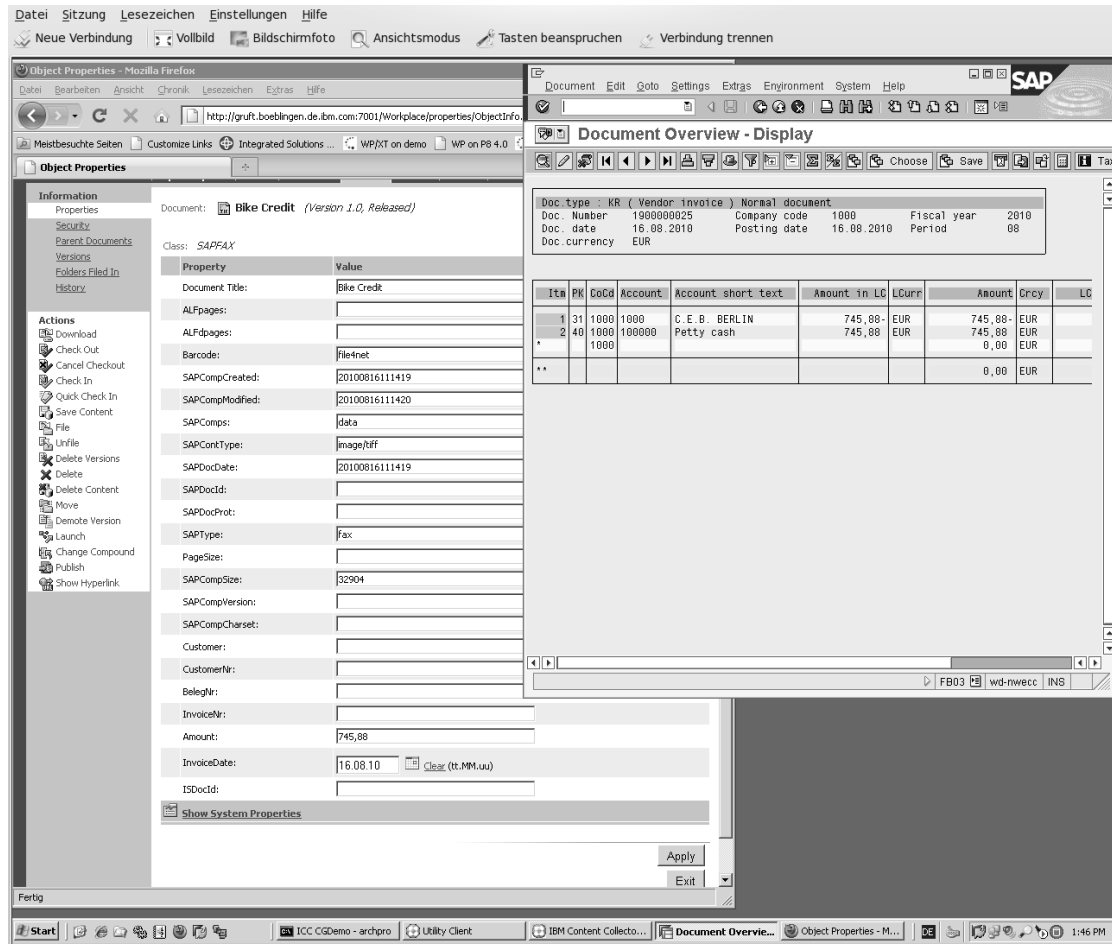


Access to personal inbox and FileNet search from MS SharePoint

#### 2.1.9.4. SAP integration

Document linking to FileNet P8 object stores enables customers to use IBM FileNet ECM solutions to extend the business processes beyond the confine of SAP applications.

The following figure shows the link between SAP environment and FileNet repository.



### 2.1.9.5. IBM Enterprise Content Management System Monitor

IBM Enterprise Content Management System Monitor (ECM System Monitor) proactively monitors, automates and reports on ECM-based IT services and infrastructure for improved efficiencies. IBM ECM System Monitor integrates with your existing enterprise system management infrastructure for more expansive system monitoring functions.

ECM System Monitor provides:

- Proactive functional health monitoring for IBM ECM systems, underlying middleware and infrastructure.
- Customer-extendable knowledge base with error cause and corrective action information to expedite problem analysis and resolution.
- Automated routine system administration including notifications and response to events.
- Historical analysis and reporting for improved system insights.
- Integration with IT service management tools for straightforward management.

**Additional and updated product information is available from the IBM ECM Website:**

**<http://www-03.ibm.com/software/products/en/category/enterprise-content-management>**

### 3. ECM Components Detail

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#### 3.1. IBM FileNet P8 Platform

IBM FileNet P8 Platform is a next-generation, unified enterprise foundation for the integrated FileNet P8 products. The FileNet P8 family of products share a common architecture. By design, all product suites share a set of services or engines. It combines the enterprise content management reference architecture with comprehensive business process management and compliance capabilities. FileNet P8 addresses the most demanding compliance, content and process management needs for your entire organization. It is a key element in creating an agile, adaptable ECM environment necessary to support a dynamic organization that must respond quickly to change.

These flexible, extensible solutions and the ability to leverage these capabilities in an integrated environment can help you align key functions to your challenges and opportunities.

It includes a comprehensive set of content and process management business services that can be consumed and deployed in a service-oriented architecture. It also includes multilingual system capabilities for decentralized, federated system architectures, Advanced Security Services, comprehensive auditing and a standards-based authentication framework.

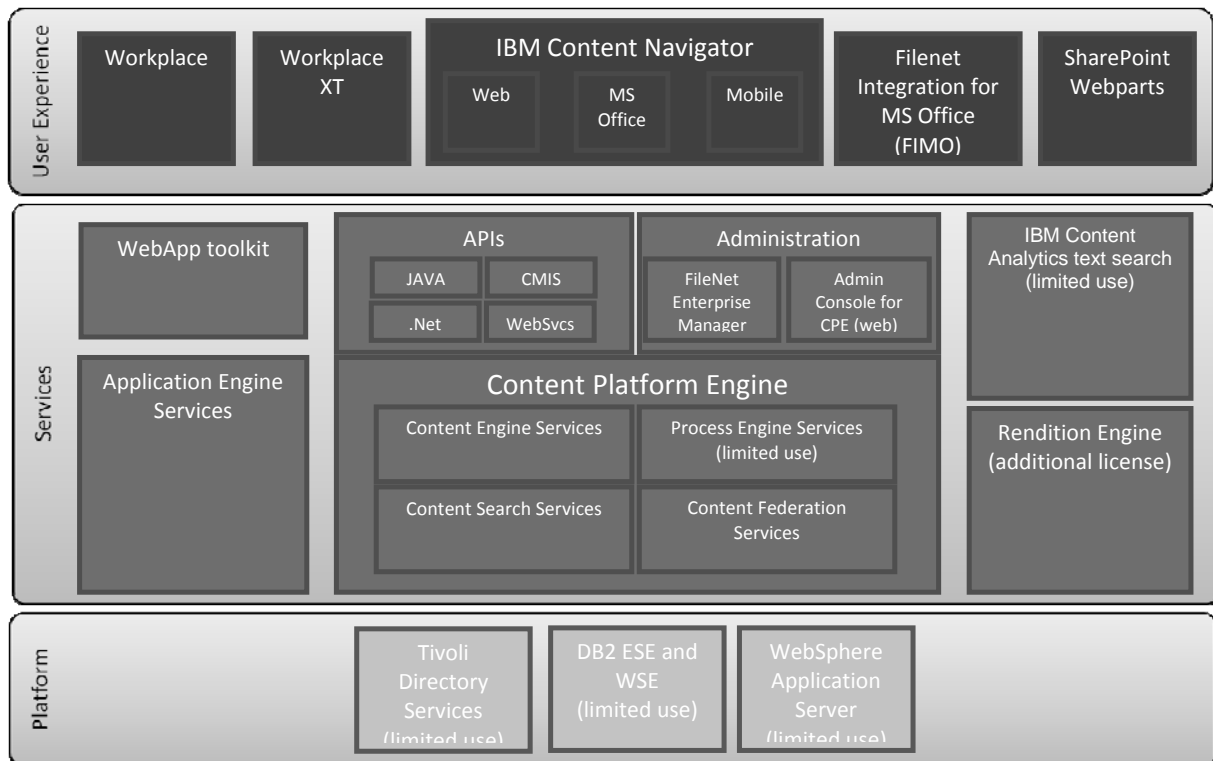
The platform supports flexible API for Java™, Microsoft® .NET® and XML Web services application development for a rich and interactive user experience that can be easily customized. It also supports Enterprise System Management tools, enterprise scalability, and flexible system deployment in clustered and highly available environments.

IBM FileNet P8 Platform is a collection of tightly integrated components that are bundled together under a common platform. The broad functionality provided by these integrated components constitute an enterprise content and process management platform. Some of the key elements of this platform are a metadata repository, a process management repository, an out-of-the-box user interface for accessing content and process elements, and a storage framework that can support a wide range of storage devices and platforms.

To provide these services, the IBM FileNet P8 Platform relies on three core components:

- Content Platform Engine (CPE)
- Application Engine (AE)
- Content Navigator (ICN) / Workplace XT (WP XT)





### 3.1.1. IBM FileNet P8 Content Manager

FileNet Content Manager controls and manages all forms of content. It includes document versioning, content security, and life cycle management. These key features enable content anywhere, so that corporations can access that same content from within customized and industry-standard applications. They can choose to manage content in-place, postpone or avoid costly content migrations, yet still standardize on P8. Solutions can preserve existing assets or consolidate on less costly storage.

The Content Engine stores and retrieves all content within an IBM FileNet P8 system. It provides a series of services for creating, retrieving, updating, deleting, and securing content. In addition, it provides interfaces for handling event-based actions, document life cycle, and integration with various storage mediums.

FileNet Content Manager delivers the library services to store, manage, search, protect, access and share various types of documents. It also provides administration tools to configure the environment. It delivers the following ECM services:

- File Plan
- Update & Versioning
- Storage
- Search & Retrieve
- Access Control
- Rendition
- Publishing
- Statistics
- Audits & Reporting

The following are Supporting Programs licensed with the IBM FileNet Content Manager Program:

IBM System Dashboard for Enterprise Content Management  
 IBM Content Search Services  
 IBM FileNet Composite Platform Installation Tool  
 IBM FileNet P8 Platform Documentation  
 IBM FileNet Content Federation Services for Content Integrator  
 IBM FileNet Workplace XT  
 IBM FileNet Connector for Microsoft SharePoint Web Parts  
 IBM FileNet Integration for Microsoft Office  
 IBM FileNet Application Engine  
 IBM Content Navigator  
 IBM FileNet Collaboration Services  
 IBM DB2 Enterprise Server Edition\*  
 IBM DB2 Enterprise Server Edition\*  
 IBM Websphere Application Server\*  
 IBM Tivoli Directory Server\*  
 IBM Content Integrator\*

\* indicates for use with IBM FileNet Content Manager

### 3.1.2. IBM Case Manager

IBM Case Manager (ICM) manages workflow among people and systems for content and case-based processes. It allows designing processes, executing them and providing analytical features to understand both real-time and historical behavior. It delivers the following ECM services:

- Workflow
- eForm & Templating

It supports process standards such as BPMN for process modeling and XPD L for process definition and execution. The Process Engine is a pure Java Application and Process Engine divides workflow data into work items in rosters and queues. Case data and transferred workflows are stored in an RDBMS.

The Process Engine provides the IBM FileNet P8 Platform with case management capabilities. These capabilities include personal inboxes, work object routing, group queues, process tracking, and case orchestration capabilities.

The following are Supporting Programs licensed with the IBM Case Management Program:

IBM Support Assistant Data Collector  
 IBM WebSphere Application Server  
 IBM Content Analytics with Enterprise Search  
 IBM Content Management Interoperability Services for FileNet Content Manager  
 IBM Content Management Interoperability Services for Content Manager  
 IBM Case Foundation  
 IBM Forms Server Classic\*  
 IBM Forms Designer\*  
 IBM Forms Viewer\*  
 IBM Lotus Sametime Entry  
 IBM Worklight Consumer Edition  
 IBM Business Embedded Rules  
 IBM Lotus Sametime Proxy Server  
 IBM Content Navigator

\* indicates Development only license.

The following are Supporting Programs licensed with the IBM Case Foundation Program:

IBM FileNet Content Manager

IBM FileNet eForms  
 IBM Content Navigator  
 IBM FileNet Connector for Microsoft Visio  
 IBM Cognos Real-time Monitoring \*  
 IBM DB2 Workgroup Server Edition\*  
 IBM DB2 Enterprise Server Edition\*  
 IBM WebSphere Application Server\*

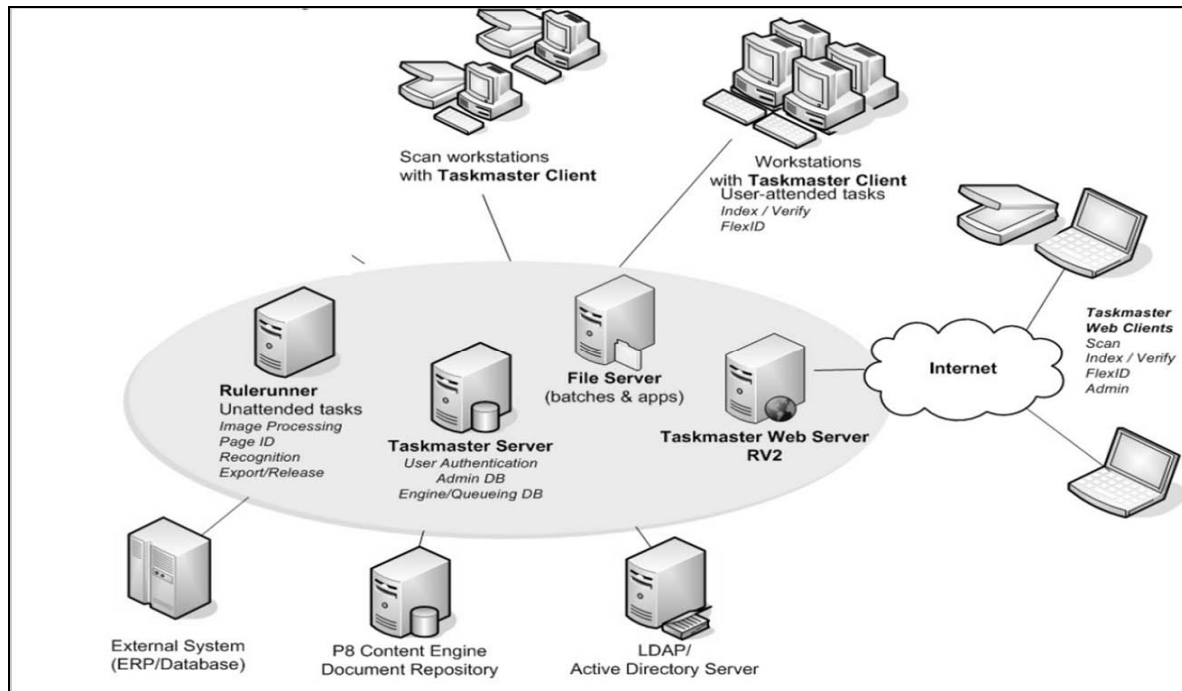
IBM Forms Server\*\*  
 IBM Forms Designer\*\*  
 IBM Forms Viewer\*\*  
 IBM Tivoli Directory Server\*  
 IBM Worklight Consumer Edition\*

### 3.1.3. IBM Production Imaging Edition (PIE)

IBM Production Imaging Edition (PIE) was created to provide an end to end solution which would include Capture, Content, Process and Delivery through a single orderable part number. Production Imaging Edition includes content and process management and adds IBM FileNet Datacap Taskmaster Capture and IBM Enhanced Image Viewer (Daeja ViewOne Professional OEM) to each licensed user.

IBM Datacap Taskmaster Capture is a complete solution for document and data capture. Taskmaster scans, classifies, recognizes, validates, verifies, and exports data and document images.

The following diagram shows a high-level overview of the architecture of IBM Datacap Taskmaster.



The roles of the main components are described below:

- **Taskmaster Server** runs as a Windows service and controls authentication, database access, and batch processing. Only the Taskmaster Server can access the admin and engine databases – all other components must access these databases through Taskmaster Server.
- **Taskmaster Client** is used to run end-user tasks such as scanning and verification (also known as the “thick client”). It also lets you configure an application’s workflow and perform administrative tasks such as setting up Taskmaster users.

- Taskmaster Web supports browser-based Taskmaster clients. The web client (also known as the “thin client”) provides similar functionality to the Taskmaster Client but does not require additional software installed on the workstation.
- **Rulerunner** runs as a Windows service and runs batch processing tasks that do not require operator interaction, such as recognition and export. In a typical production environment, RuleRunner is configured to detect new batches and run the recognition process automatically. After verification and submission, it detects that the batch is ready for export and runs the export task automatically.
- Datacap Studio is the Taskmaster application development environment that allows defining capture application
- NENU provides application monitoring and notification capabilities that let you automate administrative functions such as resetting batches or archiving old batches.
- RV2 is the reporting tool that displays real-time reports of Taskmaster activity. RV2 gets usage statistics and other data from the Engine database.

The following are Supporting Programs licensed with the Production Imaging Edition Program:

IBM Datacap Taskmaster Capture  
IBM Case Foundation  
IBM FileNet Content Manager  
IBM DB2 Workgroup Server Edition\*  
IBM DB2 Enterprise Server Edition\*  
IBM WebSphere Application Server\*  
IBM Content Engine Bulk Import Tool  
IBM Content Navigator  
Daeja ViewONE Pro Edition\*

\* indicates for use with IBM FileNet Enterprise Content Management

### 3.1.4. IBM Enterprise Records

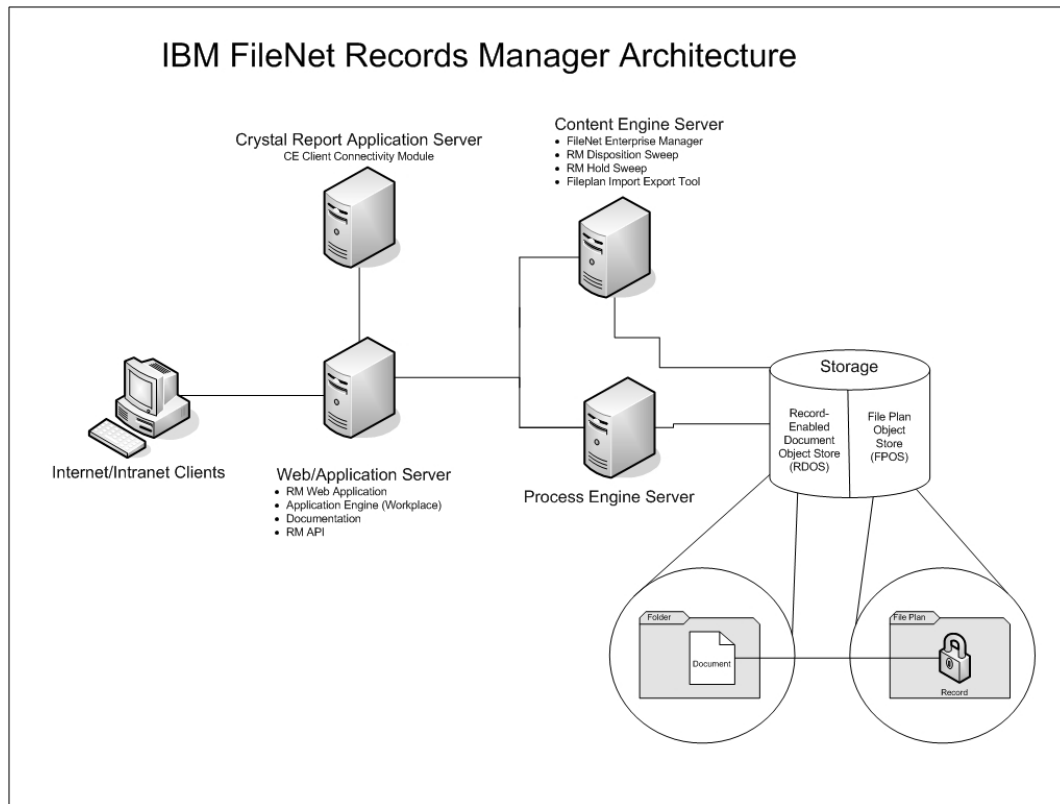
IBM Enterprise Records is the component which allows defining retention policies and applying them to documents declared as records. It will then manage the life cycle of these records according to the related policy. It delivers the following ECM services:

- ▶ Records Management
- ▶ Archiving

The following points define the architecture of IBM Enterprise Records:

- IBM Enterprise Records is an application that is built upon IBM FileNet P8 Platform.
- It is deployed in the existing IBM FileNet P8 platform environment (Content Engine, Process Engine, Application Engine):
  - ▶ Definition of a File Plan object store in IBM FileNet Content Engine to define, store and manage records
  - ▶ Batch utilities that can be deployed on the Content Engine server, for executing disposition and holds programs
  - ▶ Deployment in Process Engine of specific processes for managing the life cycle of records
  - ▶ Deployment of a Web application “Records Manager”: it allows archive administrators to interact with Records Management application.
  - ▶ An optional “Crystal Report” server can be deployed to run reports on the records management environment.

The following diagram shows the architecture of IBM Enterprise Records.

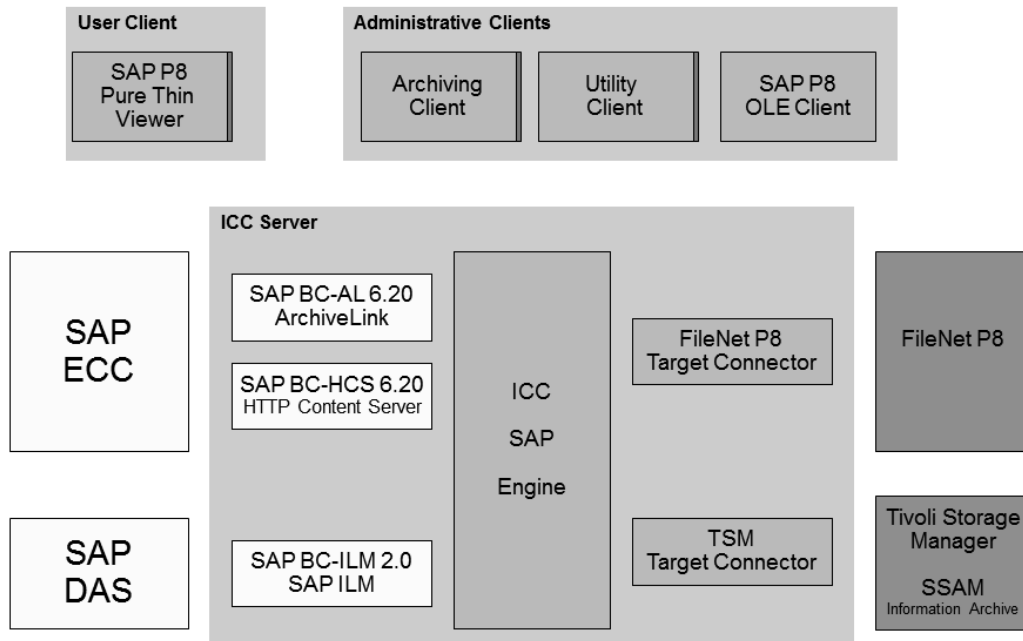


### 3.1.5. IBM Content Collector for SAP

IBM Content Collector for SAP has a specific architecture that enhances the SAP business infrastructure with archival and portability support. SAP systems tend to produce significant volumes of data, and Content Collector for SAP archives these assets. Documents are still accessible by.

Content Collector for SAP when combined with Enterprise Records enables retention periods and holds on archived SAP transactions, automating compliance with regulatory and legal requirements. It includes components to archive and view data, documents, and print lists, and to link to archived documents. Multiple SAP servers can be accessed.

The following diagram shows the global architecture of IBM Content Collector for SAP.



## 4. IBM ECM Education

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IBM offers role-specific training path for each member of your ECM staff. Role-specific based training path are available for :

- Administrators
- designers,
- developers,
- project managers,
- technical support
- legal and compliance officers
- end users.

### IBM Training Offering

#### IBM Worldwide Training Website

- **Public classes** - Get certified, gain new skills. More **than 50,000 classes scheduled annually** at IBM-authorized facilities worldwide. Training in software, systems and networking curriculum disciplines.
- **Private/onsite training** - Delivered at an IBM-authorized training partner site or your location, off-the shelf or customized to meet your company's specific training needs.
- An efficient way to train your entire team at once, onsite training from IBM-authorized training partners offers all the benefits of your public classes, plus it allows you to
  - ▶ Bring customized expert technical know-how to your implementation or development project;
  - ▶ Train multiple employees at lower cost;
  - ▶ Schedule learning around your team's workload demands;
  - ▶ Eliminate travel and hotel expenses;
  - ▶ Re-skill critical employees with minimal downtime.
- **e-Learning** - Train without limits. Learn at your own pace, or in a real-time Web-based classroom with peers around the world. On its own or as a complement to classroom instruction, e-learning from IBM-authorized training partners gives you maximum control over your training.

e-learning formats:

- **Instructor-led online:** Live classroom instruction, complete with instructor-student interactivity, delivered to your desktop.
- **Self-paced virtual** - Web-based assignments and hands-on labs; interact with instructors through the IBM-authorized training partner's web based training.
- **Basic online** - Learn at your own pace, at your own desktop, with these totally self-contained courses, available as single titles or curriculum bundles.

NOTE: IBM's content management capabilities for public sector clients are both broad and deep. As such, designing a solution and determining specific part numbers and quantities requires collaboration between the Judicial Council of California and the aligned IBM Enterprise Content Management team. These professionals may be accessed via your local IBM California Public Sector account team, which may be contacted via this site:  
<http://www.ibm.com/connect/ibm/access/california/us/en/>

**EXHIBIT H  
REQUIRED INSURANCE**

**1. INSURANCE REQUIREMENTS**

- A. General. The Contractor shall obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, the Judicial Council shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an “occurrence” form; excepting that insurance for professional liability, when required, may be acceptable on a “claims made” form. If coverage is purchased on a “claims made” basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of the last installation for productive use under this Agreement.
- B. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage and limits no less than the following:
- i. In the event Contractor has employees: Workers' Compensation at statutory requirements of the state of residency.
  - ii. In the event Contractor has employees: Employers' Liability with limits not less than \$1,000,000.00 for each accident.
  - iii. Commercial General Liability Insurance with limits not less than \$1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage.
  - iv. Business Automobile Liability Insurance with limits not less than \$1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.
- C. Deductibles and Self-Insured Retentions. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor’s liability to the Judicial Council and shall be the sole responsibility of the Contractor.
- D. Other Insurance Provisions. The General Liability policy required in this Agreement is to contain, or be endorsed to contain, the following provisions:



**EXHIBIT H**  
**REQUIRED INSURANCE**

- i. The Judicial Council or JBEs, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement and insured under the Commercial General Liability Insurance and Business Automobile Liability Insurance policies only.
  - ii. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the Judicial Council or JBEs, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the Judicial Council or JBEs, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way.
  - iii. The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- E. The Contractor shall provide the Judicial Council certificates of insurance evidencing all required coverages before Contractor begins any Work under this Agreement..
- F. Contractor's insurer will endeavor to provide Judicial Council with thirty (30) days prior written notice of cancellation of coverage. Such notice will be mailed to the following address: Judicial Council of California, Senior Manager, Business Services, 455 Golden Gate Avenue, 6<sup>th</sup> Floor, San Francisco, CA 94102-3688.

*END OF EXHIBIT H*