



# International Passport Advantage Agreement

## International Passport Advantage Express Agreement

---

### Attachment for Monthly Licensing

The terms of this Attachment for Monthly Licensing (“Attachment”) are in addition to those of Client’s IBM International Passport Advantage Agreement or IBM International Passport Advantage Express Agreement, as applicable, and govern certain IBM Programs that IBM or one of its authorized resellers makes available to Client on a monthly license basis. Client accepts the terms of this Attachment without modification by signing below. Capitalized terms not defined in this Attachment are defined in the Agreement.

#### 1. Definitions

Agreement – Client’s IBM International Passport Advantage Agreement or IBM International Passport Advantage Express Agreement, as applicable.

Commitment Term – the period for which Client commits to pay IBM and the time during which the ML Program is made available to Client specified in the applicable Transaction Document.

Client– may be identified in the Agreement or in related transaction document as “Customer”.

ML Program – an IBM Program made available to Client for a monthly license (“ML”) charge for a specified Commitment Term.

Monthly Licensing - the terms under which IBM makes ML Programs available to Client.

#### 2. Renewal

##### 2.1 Automatic Renewal of a Commitment Term

If Client’s PoE specifies the renewal of the ML Program as “automatic”, IBM will automatically renew the expiring ML Program Commitment Term at the then current price for a subsequent Commitment Term.

Client may decline the automatic renewal of expiring ML Program Commitment Term by providing a written request to IBM or Client’s reseller one month prior to the expiration date of the current Commitment Term.

##### 2.2 Continuous Billing Following a Commitment Term

If Client’s PoE specifies the renewal of the ML Program as “continuous billing”, IBM will continue to bill Client for the ML Program at the price in effect for the billing period stated in the invoice and at the same billing frequency.

Client may discontinue the ML Program, thereby stopping continuous billing, by providing one month’s written notice to IBM or Client’s reseller. Upon cancellation of Client’s use of the ML Program, IBM will bill Client for any outstanding charges through the month in which the cancellation was effective. Any unused pre-paid amount will not be refunded.

##### 2.3 Non-renewal

If Client’s PoE specifies the renewal type of the ML Program as “terminate”, IBM will not renew the ML Program at the end of the initial Commitment Term and will terminate the ML Program license.

In order to continue use of the ML Program beyond the initial Commitment Term, Client must place an order with IBM or Client’s reseller to purchase a new Commitment Term.

#### 3. Money-back Guarantee

The IPLA’s “money-back guarantee” applies to an ML Program only if it is the first time the Client has licensed the Program, whether subject to a one-time charge, a Fixed Term, or to this Attachment. Client may obtain a refund for an ML Program only if Client returns it within the first 30 days of the ML Program’s initial Commitment Term. IBM does not give credits or refunds for charges already due or paid.

#### 4. Termination and Withdrawal

##### 4.1 Termination of Monthly Licensing

IBM may withdraw Monthly Licensing in its entirety on 12 months’ written notice to all then current Clients by published announcement, letter, or e-mail.

Notwithstanding anything to the contrary in this Attachment, if IBM terminates Client's access to the ML Program due to Client's breach of any of the applicable terms of this Attachment, IBM is not obligated to issue a refund or credit for any unused portion of the Commitment Term.

**4.2 Termination of License Grant**

Client's right to use the ML Program terminates on the last day of the period for which Client is committed to pay for use of the ML Program. Client agrees to promptly discontinue use of and destroy all of Client's copies of the ML Program upon termination of the license grant.

**4.3 Withdrawal of a ML Program**

If IBM withdraws Monthly Licensing for a particular ML Program, Client understands that

- a. Client may not renew the Commitment Term for that ML Program; and
- b. if Client renewed the Commitment Term for that ML Program prior to the notice of withdrawal, Client may either (a) continue to use the ML Program under the Monthly Licensing terms until the end of the then current Commitment Term or (b) obtain a prorated refund.

---

This Attachment for Monthly Licensing, the Agreement, and any of its Transaction Document(s), is the complete agreement between the parties regarding transactions by which Client obtains Monthly Licensing and replaces all prior oral or written communications, representations, undertakings, warranties, promises, covenants, and commitments between Client and IBM regarding Monthly Licensing. In entering into this Attachment, including any applicable Transaction Document, neither party is relying on any representation not specified in this Attachment, the Agreement, or a Transaction Document. Additional or different terms in any written communication from Client (such as a purchase order) are void.

Each party accepts the terms of this Attachment by signing this Attachment (or another document that incorporates it by reference) by hand or, where recognized by law, electronically. Once signed, i) any reproduction of this Attachment made by reliable means (for example, electronic image, photocopy, or facsimile) is considered an original and ii) all Monthly Licensing obtained under this Attachment are subject to it.

---

Agreed to:  
<Client Entity Name>

Agreed to:  
<IBM Entity Name>

By \_\_\_\_\_  
Client Authorized signature

By \_\_\_\_\_  
Authorized signature

Name (type or print):

Name (type or print):

Position (type or print):

Position (type or print):

Date:

Date:

Agreement number / Site number:

IBM Client number:

Client address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_