

Addendum to Quotation Terms – Special Option for Committed Term License Programs



This Addendum to Quotation Terms and Conditions – Special Option for Committed Term License Programs (“Addendum”), is made and entered into as of _____ (“Effective Date”) by and between _____ (“Client”) and International Business Machines or IBM Acquired Company (“IBM”). The terms of this Addendum modify or are in addition to the terms of IBM International Passport Advantage Agreement, the IBM International Passport Advantage Express Agreement, or the equivalent agreement (“Agreement”) and those of Quotation Number _____ (“Quotation”) that accompanies this Addendum. Capitalized terms not defined in this Addendum are defined in the Agreement and associated documents.

1. Committed Term License Program

A Committed Term License Program is an IBM Program that Client has the right to use and receive IBM Subscription and Support for a specified Committed Term. A Committed Term is the period for which Client agrees to pay IBM and begins on the date that Client's order is accepted by IBM. Committed Term License Programs cannot be terminated by Client during a Committed Term.

2. Renewal of a Committed Term License Program

For a Committed Term License Program, Client selects a renewal option at the time of order as specified in a Transaction Document. If Client selects the renewal option of the Committed Term License Program to be “automatic”, IBM will renew the expiring Committed Term License Program at then current pricing or as specified in an applicable Transaction Document, for a subsequent Committed Term, as specified in an applicable Transaction Document. If Client selects the renewal of the Committed Term License Program to be “terminate”, IBM will not renew the Committed Term License Program at the end of the Committed Term and will terminate the Committed Term License Program.

Client may change their selected renewal option for a Committed Term License Program by giving IBM notice in writing at least 30 days before the end of the Committed Term.

3. Withdrawal of a Committed Term License Program

IBM may withdraw a Committed Term License Program upon 12 months written notice to all then current Clients by published announcement, letter, or e-mail. 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.

4. Committed Term License Upgrade

Client may acquire an upgrade from qualifying IBM Program license entitlements (Qualifying Program Entitlements) with active IBM Software Subscription and Support to a Committed Term License Program (Committed Term License Upgrade), as detailed in a Transaction Document. When a Committed Term License Upgrade is acquired, Client may use the Qualifying Program Entitlements and the Committed Term License Upgrade Program in any deployment combination up to the total number of entitlements purchased for the Committed Term License Upgrade.

If Client selects to not renew the Committed Term, Client may continue to use the Qualifying Program Entitlements at the Program version level at the end of the Committed Term. If Client elects to resume IBM Software Subscription and Support for the Qualifying Program Entitlements, Client must acquire it, at then current prices.

This Addendum, the Agreement, the Quotation, and all applicable additional Transaction Documents, are the complete agreement between the parties regarding transactions by which Client obtains Committed Term License Programs and Committed Term License Upgrades specified in the Quotation, and replaces all prior oral or written communications, representations, undertakings, warranties, promises, covenants, and commitments between Client and IBM regarding Committed Term Licenses and Committed Term License Upgrades. In the event of any conflict between the terms and conditions of this Addendum, the Agreement, the Quotation and all applicable Transaction Documents, the terms and conditions of the Transaction Document prevail, unless otherwise agreed to by the parties.

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

Agreed to by:

Agreed to by:

Client Entity Name

IBM Entity Name

Client Authorized signature

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:

