

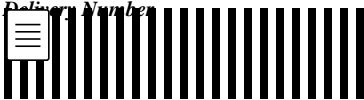


IBM Ireland Product Distribution Limited

IBM Ireland Product Distribution Limited, Oldbrook House, 24-32 Pembroke Road, Ballsbridge, Dublin 4, Ireland
VAT Reg. No. IE 4693255O

Proof of Entitlement

Customer Contact :
NOVOGOR Prikamie
Bulvar Gagarina 65a

RUS-614077 PERM


This Passport Advantage Express 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 Passport Advantage Express Agreement.

Passport Advantage Express Site Number: **3287686**
IBM Customer Number: **853659**

IBM Order Reference Number: **53290954**
Passport Advantage Express Customer:
NOVOGOR Prikamie
Bulvar Gagarina 65a

RUS-614077 PERM

IBM Order Reference Date: **23-Dec-2010**

Transaction Business Partner: **JSC "IVS-Seti"**

Quantity	Part Number	Description	Software Subscription and Support
			Coverage Dates
560	D55JDLL	IBM Lotus Domino Enterprise Server Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	22-Dec-2010 - 31-Dec-2011

Useful/Important Web resources:
Passport Advantage information, customer secure site access, training, etc.: ibm.com/software/passportadvantage
IBM's International Program License Agreement and product License Information documents: ibm.com/software/sla
IBM Software Support Web site: ibm.com/software/support IBM Customer Number: **853659**

Quantity	Part Number	Description	Software Subscription and Support Coverage Dates
45	D0B7HLL	IBM Lotus Domino Enterprise Client Access License Authorized User License + SW Subscription & Support 12 Months	22-Dec-2010 - 31-Dec-2011



International Passport Advantage Express Agreement

Part 1 - General Terms

The terms of the IBM International Passport Advantage Express Agreement ("Agreement") govern this transaction in which you obtain certain "Eligible Products" from IBM or a reseller. "Eligible Products" include commercially available IBM Programs, certain Programs that are subject to a third-party end user license agreement ("Non-IBM Programs"), Support for specified Non-IBM Programs and IBM Programs licensed under the terms of the IBM License for Non-Warranted Programs ("Selected Support"), authorizations to increase your use of a Program, IBM Trade-ups, Competitive Trade-ups, IBM Annual Software Subscription and Support Renewals, IBM Software Subscription and Support Reinstatement, Third Party Annual Software Subscription and Support Renewals, Third Party Software Subscription and Support Reinstatement, and Selected Support renewals.

You accept these terms by obtaining the Eligible Product from IBM or from a reseller. The "Effective Date" of this Agreement is the date IBM accepts the Eligible Product order, either directly from you or from your reseller. This Agreement, any associated documents, i.e., Attachments, Proofs of Entitlement and invoices (called "Associated Documents"), are the complete agreement regarding this transaction, and replace any prior oral or written communications between us concerning Passport Advantage Express. If there is a conflict among terms in the various documents, those of an Associated Document prevail over those of this Agreement. The terms of the sections of the IBM International Program License Agreement ("IPLA") entitled "Limitation of Liability," "General," and "Governing Law, Jurisdiction, and Arbitration," including their applicable Country-unique Terms, are also part of this Agreement and are incorporated by reference into this Agreement with the following changes:

- a. The term "Program" is replaced by the term "Eligible Product".
- b. If not otherwise stated in the Limitation of Liability section of the IPLA, the amount of any other actual direct damages up to the charges for the Program that is the subject of the claim for a fixed term license is 12 month's charges.
- c. The statement, "All of our rights, duties, and obligations are subject to the courts of the country in which You acquired the Program license" is replaced by the statement, "The rights, duties, and obligations of each of us are valid only in the country in which the transaction is performed or, if IBM agrees, the country where the Eligible Product is placed in productive use, "except that all licenses are valid as specifically granted.
- d. If an IBM Program's license agreement permits you to transfer the Program, you may do so only if that party agrees (in a manner consistent with applicable law) to the terms of license agreement. When you transfer the Program, you must also transfer a printed copy of this Agreement, including the Program's PoE and LI. After the transfer, you may not use the Program.
- e. The phrase "the laws of the country in which You acquired the Program license" in the Governing Law subsection is replaced by "the laws of the country in which the transaction is performed".

A copy of the IPLA in its entirety is available on the Internet at ibm.com/software/sla.

If IBM withdraws a Program or a version of a Program from marketing, you may not increase its level of use, beyond the authorizations already acquired, on or after the effective date of withdrawal without IBM's prior written consent, which IBM will not unreasonably withhold.

A "Program" is 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.

1. Eligible Products

Eligible Products are for use within your "Enterprise" only. An Enterprise means any legal entity that, by more than 50%, owns, is owned by, or is under common ownership with your "Site" of record. A Site is a defined entity, such as a physical location or organizational unit, e.g., a department, division, subsidiary or cost center that you provide to IBM or the reseller. Such Eligible Products may not be used to provide commercial hosting or other commercial information technology services to third parties. If, as a result of your moving an Eligible Product across a border, any authority imposes a duty, tax, levy or fee (including withholding taxes, fees, customs or other duties for the import and export of any such Eligible Product), then you agree that you are responsible for, and will pay, any such duty, taxes, levy or other fees. This excludes those taxes based on IBM's net income.

Unless IBM specifies otherwise, it provides Non-IBM Programs and Third Party Software Subscription and Support (as defined in 1.3.1 Software Subscription and Support below) **WITHOUT WARRANTIES OF ANY KIND**. However, non-IBM manufacturers, developers, suppliers, or publishers may provide their own warranties to you.

1.1 IBM Programs

1.1.1 Proof of Entitlement

IBM specifies a Program's authorized use in a Proof of Entitlement (called "PoE"). Examples of the measure of the level of authorized use include, but are not limited to, the number of copies, processors, or users. This PoE, supported by your matching paid invoice or receipt, is evidence of your level of authorized use. During the period this Agreement remains in effect, and for two years thereafter, IBM has the right to verify your compliance with this Agreement on your premises during your normal business hours and in a manner that minimizes disruption to your business. IBM may use an independent auditor for this with your prior approval, which you will not unreasonably withhold.

1.1.2 Versions and Platforms

You may use Programs and their associated user documentation in any commercially available national language version up to the level of use authorized in the PoE. You are authorized to use the Program(s) that you obtain under this Agreement on any platform or operating system for which IBM currently makes Program code available under Passport Advantage Express unless the Program is designated as platform or operating system specific at the time you obtain it.

1.1.3 IBM Trade-ups

Licenses for certain Programs that replace qualifying IBM Programs may be obtained for a reduced charge. You agree to terminate your use of the replaced IBM Programs when you install the replacement Programs.

1.1.4 Competitive Trade-ups

Licenses for certain Programs that replace qualifying Non-IBM Programs (see **1.2 Non-IBM Programs** below) may be obtained for a reduced charge. You agree to terminate your use of the replaced Non-IBM Programs when you install the replacement Programs.

1.1.5 License

IBM Programs obtained under this Agreement are governed by the terms of the IPLA. If there is a conflict between the terms of this Agreement and those of the IPLA, including its License Information document ("LI"), the terms of this Agreement prevail. The IPLA and its LIs are available on the Internet at ibm.com/software/sla.

1.2 Non-IBM Programs

License

The licensing of a Non-IBM Program obtained under this Agreement is governed by the terms of the third party end user license agreement that accompanies it. If there is a conflict between the terms of this Agreement and those of the third party end user license agreement, the terms of this Agreement prevail. IBM is not a party to the third party end user license agreement and assumes no obligations under it.

1.3 Software Subscription and Support and Selected Support

1.3.1 Software Subscription and Support

IBM provides software subscription and support ("IBM Software Subscription and Support") with each IBM Program licensed under the IPLA. IBM does not provide IBM Software Subscription and Support for Non-IBM Programs or for Programs that are licensed under the IBM License Agreement for Non-Warranted Programs (together "Selected Programs"). Third parties may provide software subscription and support ("Third Party Software Subscription and Support") with Non-IBM Program licenses under the third parties' terms. For purposes of this Agreement, "software subscription and support" means both IBM Software Subscription and Support and Third Party Software Subscription and Support.

IBM Software Subscription and Support begins on the date of 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 prior month in the following year.

While IBM Software Subscription and Support is in effect for an IBM Program license:

- a. IBM will make available to you and authorize you to use the most current commercially available version, release, or update, should any be made available.
- b. IBM provides you assistance for your 1) routine, short duration installation and usage (how-to) questions; and 2) code-related questions ("Support"). Such Support for a particular version or release of a Program is available only until IBM or the third party, as applicable, withdraws Support for that Program's version or release. When Support is withdrawn, you must upgrade to a supported version or release of the Program in order to continue to receive Support. The IBM "Software Support Lifecycle" policy is available at <http://www-306.ibm.com/software/info/supportlifecycle/>.
- c. IBM provides assistance via telephone and, if available, electronic access, only to your information systems (IS) technical support personnel during the normal business hours (published prime shift hours) of your IBM support center. (This assistance is not available to your end users). IBM provides Severity 1 assistance 24 hours a day, every day of the year. Consult the IBM Software Support Handbook for details at ibm.com/software/support.
- d. IBM may request that you allow it to remotely access your system to assist you in isolating the software problem cause. You remain responsible for adequately protecting your system and all data contained in it whenever IBM remotely accesses it with your permission.

IBM Software Subscription and Support does not include assistance for 1) the design and development of applications, 2) your use of IBM Programs in other than their specified operating environment or 3) failures caused by products for which IBM is not responsible under this Agreement.

1.3.2 Selected Support

Selected Programs eligible for Selected Support are listed at www.ibm.com/lotus/PASupportedSupportPrograms.

Selected Support begins on the date that IBM accepts your order for such support and ends on the last day of the corresponding month in the following year, unless IBM accepts your order on the first day of a calendar month, in which case coverage ends on the last day of the immediately preceding calendar month in the following year.

While Selected Support is in effect for a Selected Program:

- a. IBM will make available to you Selected Program defect corrections, if any, that it develops.
- b. IBM provides you assistance for your 1) routine, short duration installation and usage (how-to) questions; and 2) code related questions. Selected Support for a particular version or release of a Program is available only until IBM withdraws Selected Support for that Program's version, release, or modification. When such Selected Support is withdrawn, you must upgrade to a supported version or release of the Program in order to continue to receive such support. The IBM "Software Support Lifecycle" policy does not apply to Selected Support.
- c. IBM may provide you with assistance in designing and developing applications based on your subscription level.
- d. IBM may provide assistance via telephone, and electronic access, depending on your location and the subscription level you acquire. Such assistance is provided only to your information systems (IS) technical support personnel during the normal business hours (published prime shift hours) of your IBM support center. Consult the IBM Software Support Handbook for details applicable to Selected Support at ibm.com/software/support.
- e. IBM may request that you allow it to remotely access your system to assist you in isolating the software problem cause. You remain responsible for adequately protecting your system and all data contained in it whenever IBM remotely accesses it with your permission.

IBM WARRANTS THAT IT PROVIDES IBM SOFTWARE SUBSCRIPTION AND SUPPORT AND SELECTED SUPPORT USING REASONABLE CARE AND SKILL. THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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

1.3.3 Automatic Annual Renewal of Software Subscription and Support and Selected Support

The "Anniversary" is the first day of the month that follows the anniversary of the Effective Date, unless the Effective Date is

the first day of a month, in which event the anniversary of the Effective Date is the Anniversary.

You may renew your expiring software Subscription and Support or Selected Support by written authorization to renew (e.g., order form, order letter, purchase order), prior to the expiration date, in accordance with the terms of this Agreement.

IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE ,EXPIRING SOFTWARE SUBSCRIPTION AND SUPPORT AND SELECTED SUPPORT ARE AUTOMATICALLY RENEWED TO THE NEXT ANNIVERSARY UNDER THE AGREEMENT TERMS AND AT THE THEN CURRENT RENEWAL CHARGES UNLESS, PRIOR TO THE EXPIRATION DATE, IBM RECEIVES, EITHER DIRECTLY FROM YOU OR THROUGH YOUR RESELLER, AS APPLICABLE, YOUR WRITTEN NOTIFICATION THAT YOU DO NOT WANT TO RENEW. YOU AGREE TO PAY SUCH RENEWAL CHARGES.

If you choose not to renew software subscription and support coverage for certain or all of your Program licenses and, at a later date, wish to again obtain coverage for any of those Program licenses, you must obtain IBM Software Subscription and Support Reinstatement, or Third Party Software Subscription and Support Reinstatement, as applicable.

1.3.4 Withdrawal of software subscription and support or Selected Support for a particular Program

If IBM or the third party, as applicable, withdraws software subscription and support or Selected Support for a particular Program, you understand that

- a. IBM will not make software subscription and support renewal or Selected Support renewal available for that Program; and
- b. if you renewed IBM Software Subscription and Support for that IBM Program license or Selected Support for a Selected Program license prior to the notice of withdrawal, IBM, at its sole discretion, will either continue to provide IBM Software Subscription and Support or Selected Support to you for that Program license until the end of the then current coverage period or you may obtain a prorated refund. If you renewed Third Party Software Subscription and Support for that Non-IBM Program prior to the notice, the third party will continue to provide Third Party Software Subscription and Support to you for that Non-IBM Program license until the end of the then current coverage period. Otherwise, you may obtain a prorated refund.

1.4 Fixed Term Licensing

As an option, IBM licenses certain Programs for a "Fixed Term". "Fixed Term" means that the duration of the license is the limited term so designated by IBM in the Program's PoE, beginning on the date that your order is accepted by IBM or the calendar day following the expiration of a prior Fixed Term.

Software Subscription and Support is included with each Fixed Term license and is in effect until the Fixed Term expires.

1.4.1 Automatic Renewal of Fixed Term Licenses

You may renew your expiring Fixed Term License by written authorization to renew (e.g., order form, order letter, purchase order), prior to the expiration date, in accordance with the terms of this Agreement.

IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE ,EXPIRING FIXED TERM LICENSES ARE AUTOMATICALLY RENEWED FOR THE SAME DURATION AS THE EXPIRING TERM UNDER THE AGREEMENT TERMS AND AT THE THEN CURRENT RENEWAL CHARGES FOR SUCH PROGRAM LICENSES UNLESS, PRIOR TO THE EXPIRATION DATE, IBM RECEIVES, EITHER DIRECTLY FROM YOU OR THROUGH YOUR RESELLER, AS APPLICABLE, YOUR WRITTEN NOTIFICATION THAT YOU DO NOT WANT TO RENEW. YOU AGREE TO PAY SUCH RENEWAL CHARGES.

If you choose not to renew the Fixed Term License, you agree to discontinue use of the Program on the expiration date.

If, after the expiration date, you choose to resume use of the Program, you must pay charges associated with an initial Fixed Term License rather than a Fixed Term License renewal.

1.4.2 Withdrawal of Fixed Term License for a particular Program

If IBM or the third party, as applicable, withdraws Fixed Term licensing for a particular Program, you understand that:

- a. you may not renew the Fixed Term License for that Program; and
- b. if you renewed the Fixed Term License for a Program prior to the notice of withdrawal, you will, at IBM's or the third party's sole discretion, either (a) continue to use the Program under the Fixed Term licensing terms until the end of the then current Fixed Term or (b) obtain a prorated refund.

2. CEO Product Categories

"CEO Product Categories" (groupings of Eligible Products) are obtained on a per-user basis. You must obtain your first CEO Product Category ("Primary Product Category"), for all Users within your Enterprise and for not less than the number of Users specified in the CEO Product Categories Table at ibm.com/software/passportadvantage. A "User" is an individual to whom a machine capable of copying, using, or extending the use of Programs has been assigned.

You may obtain additional CEO Product Categories if you meet the minimum number of Users requirement specified in the CEO Product Category in the CEO Product Categories Table at ibm.com/software/passportadvantage. However, you need not obtain additional CEO Product Categories for all Users within your Enterprise.

A User may use any or all of the Programs included in a chosen CEO Product Category. However, all IBM Programs that are used for client access must be obtained from the same CEO Product Category as the server Program they access.

2.1 CEO Product Categories: Additions and Deletions

IBM may add Eligible Products to or delete Eligible Products from any CEO Product Category. If IBM deletes an Eligible Product from a CEO Product Category, you may continue to use the deleted Eligible Product but you may not exceed the number of Users enrolled prior to the deletion.

2.2 Increasing the number of Users

In the event you increase the number of Users, you must obtain an authorization to use the CEO Product Category for each new User.

3. Resellers

When you order Eligible Products from your IBM reseller, IBM is not responsible for 1) their actions, 2) any additional obligations they have to you, or 3) any products or services that they supply to you under their agreements. When you obtain Eligible Products from a reseller, the reseller sets the charges and payment terms.

4. Payment

- a. When you obtain Eligible Products from your IBM reseller, you pay your reseller directly.
- b. When you obtain Eligible Products from IBM,
 - (1) you agree to pay as IBM specifies in its invoice or equivalent document, including any late payment fee; and
 - (2) if any authority imposes a duty, tax, levy or fee (excluding those based on IBM's net income) upon Eligible Products, then you agree to pay that amount as IBM specifies or supply exemption documentation.
- c. The amount payable for a Program license may either be a one-time charge or a charge for a fixed term, depending on the type of license.

5. Assignment

You may not assign this Agreement in whole or in part, without IBM's prior written consent. Any attempt to do so is void. IBM will not unreasonably withhold this consent.

The assignment of this Agreement, in whole or in part, within the Enterprise of which either of us is a part or to a successor organization by merger or acquisition does not require the consent of the other. IBM is also permitted to assign its rights to payments under this Agreement without obtaining your consent. It is not considered an assignment for IBM to divest a portion of its business in a manner that similarly affects all of its customers.

6. General Principles of Our Relationship

- a. Neither of us grants the other the right to use its (or any of its Enterprise's) trademarks, trade names, or other designations in any promotion or publication without prior written consent.
- b. IBM grants you only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted.
- c. All information exchanged is non-confidential. If either of us requires the exchange of confidential information, it will be made under a signed confidentiality agreement.
- d. Each of us may communicate with the other by electronic means and such communication is acceptable as a signed writing the extent permissible under applicable law. Both of us agree that for all electronic communications, an identification code (called a "user ID") contained in an electronic document is sufficient to verify the sender's identity and the document's authenticity.
- e. Each of us will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations.
- f. Any terms of this Agreement extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.

7. Geographic Scope

The terms of this Agreement apply in countries where 1) IBM markets its Eligible Products directly or 2) its Eligible Products have been announced as otherwise available.

Once this Agreement is accepted, 1) unless prohibited by applicable law or specified otherwise, any reproduction of it or an Associated Document made by reliable means (for example, photocopy or facsimile) is considered an original and 2) all Eligible Products ordered under this Agreement are subject to it.

Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.



International Passport Advantage Express Agreement

Part 2 - Country-unique Terms

The terms of this Agreement apply for all countries except that the following terms are country amendments that replace or modify terms in Part 1 for the identified country.

AMERICAS

ANGUILLA, ANTIGUA/BARBUDA, ARUBA, BARBADOS, BERMUDA, BRITISH VIRGIN ISLANDS, CAYMAN ISLANDS, DOMINICA, GRENADA, GUYANA, ST. KITTS, ST. LUCIA, ST. MAARTEN, ST. VINCENT, TORTOLA, BELIZE, BOLIVIA, COSTA RICA, DOMINICAN REPUBLIC, EL SALVADOR, HAITI, HONDURAS, GUATEMALA, NICARAGUA, PANAMA, PARAGUAY, BRAZIL, MEXICO, URUGUAY, CHILE, ARGENTINA, ECUADOR, COLOMBIA, PERU, VENEZUELA, BAHAMAS, JAMAICA, NETHERLANDS ANTILLES, SURINAME, TRINIDAD & TOBAGO, TURKS & CAICOS ISLANDS, AND MONTSERRAT.

1. Eligible Products

The following replaces the paragraph that begins "IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE" in 1.3.3 Automatic Annual Renewal of Software Subscription and Support and Selected Support:

IBM will renew, for an additional payment, expiring software subscription and support for all of your Program licenses and Selected Support for all of your Selected Program licenses to the next Anniversary if IBM or your reseller receives (1) your order to renew (e.g., order form, order letter, purchase order) prior to the expiration of the current coverage period or (2) your payment within 30 days of your receipt of the software subscription and support or Selected Support, as applicable, invoice for the next coverage period.

The following replaces the paragraph that begins "IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE" in 1.4.1 Automatic Renewal of Fixed Term Licenses:

IBM will renew, for an additional payment, expiring Fixed Term Licenses for all of your Program licenses for the same duration as the expiring term if IBM or your reseller receives (1) your order to renew (e.g., order form, order letter, purchase order) prior to the expiration of the current term or (2) your payment within 30 days of your receipt of the Fixed Term License invoice for the next term.

ARGENTINA, CHILE, COLOMBIA, ECUADOR, MEXICO, PERU, VENEZUELA, URUGUAY

4. Payment

The following replaces 4b(1):

Amounts are due upon receipt of invoice and payable as IBM specifies in an Associated Document. The currency for payment of amounts due is US dollars or the equivalent in local currency as follows:

- a. As long as the country operates in a free currency exchange market, you and IBM agree that IBM will accept payment in the applicable country national currency calculated at the country official exchange rate published by the bank specified in an Associated Document on the date payment is made.
- b. If the government of a country establishes any restriction or limitation on its free currency exchange markets, you agree to make payments to IBM in US dollars to a bank account in New York, NY, USA, designated by IBM in the Transaction Document, provided that such payment is not illegal under country law. If such method of payment is forbidden by country law, you agree to pay the amount indicated in the Transaction Document in country national currency, calculated at the official exchange rate which is in use for the remittance of dividends and net earnings to foreign investors outside the country.

You agree to pay accordingly, including any late payment fee. The late payment fee is calculated and payable in US dollars at two percent (or the maximum rate allowed by local law if such is less than two percent) of the delinquent amount due per each thirty day period during which any delinquent balance remains unpaid.

BRAZIL

4. Payment

The following replaces 4b(1):

Amounts due are expressed in local currency.

Amounts are due upon receipt of invoice and payable in local currency as IBM specifies in an Associated Document. You agree to pay accordingly, including any late payment fee. Delinquent amounts are subject to monetary correction based on the inflation index called the "General Price Index" calculated by Getulio Vargas Foundation (IGP-M/FGV), plus interest at the rate of one percent per month, both calculated "pro rata die". The late payment fee is calculated against the resultant delinquent amount at the following rates:

- a. two percent of the delinquent amount due per the first thirty day period during which any delinquent balance remains unpaid, plus
- b. ten percent for each successive thirty day period during which any delinquent balance remains unpaid.

6. General Principles of Our Relationship

The following replaces 6.d:

- d. each of us may communicate with the other by electronic means and such communication is acceptable

as a signed writing. An identification code (called a "user ID") contained in an electronic document is sufficient to verify the sender's identity and the document's authenticity;

UNITED STATES OF AMERICA

1. Eligible Products

The following sentence is added at the end of the paragraph that begins "IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE" in 1.3.3 Automatic Annual Renewal of Software Subscription and Support and Selected Support:

YOU MAY TERMINATE SOFTWARE SUBSCRIPTION AND SUPPORT FOR A PROGRAM OR SELECTED SUPPORT FOR A SELECTED PROGRAM LICENSE AT ANY TIME AFTER THE FIRST ANNIVERSARY ON ONE MONTH'S WRITTEN NOTICE, EITHER DIRECTLY TO IBM OR THROUGH YOUR IBM RESELLER, AS APPLICABLE, IF IBM HAS NOT RECEIVED YOUR WRITTEN AUTHORIZATION (e.g., order form, order letter, purchase order) TO RENEW YOUR EXPIRING SOFTWARE SUBSCRIPTION AND SUPPORT OR SELECTED SUPPORT. IN SUCH EVENT, YOU MAY OBTAIN A PRORATED REFUND.

The following sentence is added at the end of the paragraph that begins "IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE" in 1.4.1 Automatic Renewal of Fixed Term Licenses:

YOU MAY TERMINATE A PROGRAM'S FIXED TERM LICENSE AT ANY TIME AFTER ITS INITIAL TERM ON ONE MONTH'S WRITTEN NOTICE, EITHER DIRECTLY TO IBM OR THROUGH YOUR IBM RESELLER, AS APPLICABLE, IF IBM HAS NOT RECEIVED YOUR WRITTEN AUTHORIZATION (e.g., order form, order letter, purchase order) TO RENEW YOUR EXPIRING FIXED TERM LICENSE. IN SUCH EVENT, YOU MAY OBTAIN A PRORATED REFUND.

ASIA PACIFIC

AUSTRALIA

4. Payment

The following paragraph is added after 4b:

All charges or other amounts payable under this Agreement are specified to include applicable goods and services tax ("GST").

The following paragraph replaces 4b(2) in its entirety:

If any government or authority imposes a duty, tax (other than income tax), levy, or fee, on the Agreement or on the Eligible Product itself, that is not otherwise provided for in the amount payable, you agree to pay it when IBM invoices you. 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.

CAMBODIA, LAOS, PEOPLE'S REPUBLIC OF CHINA, VIETNAM, BANGLADESH, BHUTAN, NEPAL, BRUNEI, FIJI, HONG KONG, INDIA, INDONESIA, JAPAN, REPUBLIC OF KOREA, MACAO, MALAYSIA, MALDIVES, MONGOLIA, BURMA (aka MYANMAR), PAPUA NEW GUINEA, PHILIPPINES, SAMOA, SOLOMON ISLANDS, SRILANKA, TAIWAN, THAILAND, CRISTMAS ISLANDS, COCOS (KEELING) ISLANDS, COOK ISLANDS, EAST TIMOR, HEARD & MCDONALD ISLANDS, KIRIBATI, NAURU, NIUE, NORFOLK ISLAND, TOKELAU, TONGA, AND TUVALU

1. Eligible Products

The following replaces the paragraph that begins "IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE" in 1.3.3 Automatic Annual Renewal of Software Subscription and Support and Selected Support:

IBM will renew, for an additional payment, expiring software subscription and support for all of your Program licenses or Selected Support for all of your Selected Program licenses to the next Anniversary if IBM or your reseller receives (1) your order to renew (e.g., order form, order letter, purchase order) prior to the expiration of the current coverage period or (2) your payment within 30 days of your receipt of the software subscription and support or Selected Support, as applicable, invoice for the next coverage period.

The following replaces the paragraph that begins "IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE" in 1.4.1 Automatic Renewal of Fixed Term Licenses:

IBM will renew, for an additional payment, expiring Fixed Term Licenses for all of your Program licenses for the same duration as the expiring term if IBM or your reseller receives (1) your order to renew (e.g., order form, order letter, purchase order) prior to the expiration of the current term or (2) your payment within 30 days of your receipt of the Fixed Term License invoice for the next term.

JAPAN:

4. Payment

Add the following sentence:

You agree to pay within 30 days from our invoice date.

EUROPE, MIDDLE EAST, AFRICA (EMEA)

EMEA-WIDE

4. Payment

The following replaces 4b(1) for the following countries except as noted:

Amounts are due and payable upon receipt of invoice. You agree to pay accordingly, including any late payment charges.

If payment is not made within 30 days from the date of invoice, (or in the case of quarterly advance billing of recurring charges, within 60 days from the date of invoice), you may be subject to late payment charges.

The late payment charges are calculated as follows:

Belgium and Luxembourg:

Replace the first sentence in the second paragraph of the above EMEA-wide text with the following:

Any amounts not paid within the terms stated on the IBM invoice will be subject to a late payment fee that will be equal to 1% per period of 30 days, based on the outstanding balance VAT included, until paid in full. Late payment fees due will have to be paid at the end of each period of 30 days.

Denmark and Sweden:

Interest according to the Late Payment Interest Act apportioned to the number of days of delay.

Estonia, Latvia and Lithuania:

2% per month apportioned to the number of days of delay.

Finland:

Interest according to the Act on interest rate apportioned to the number of days of delay.

France:

In compliance with the law of May 15th, 2001 any late payment fee is payable the day following the payment date specified on the invoice without any need for a reminder and its rate is equal to the European Central Bank rate for its most recent refinancing operation plus 7 points.

Germany:

Late payment fees will be calculated according to the German statutory rate.

In the second paragraph of the above EMEA-wide text replace both usages of "date of invoice" with the following:
due date

Greece:

The following replaces the above EMEA-wide text with the following:

Amounts are due and payable upon receipt of invoice. If payment is not made within 30 days from the date of invoice, you may be subject to late payment fees.

The late payment fees will be calculated, per day of actual delay, from the due date of the invoice, based on the maximum rate of late payment fee allowed by law.

Italy:

Replace the final paragraph of the above EMEA-wide text with the following:

The late payment charges will be calculated, per day of actual delay, based on the prime rate published by the Italian Banking Association ABI in effect on the last day of the month the payment has been received by IBM, increased by three points.

In case of no payment or partial payment and following a formal credit claim procedure or trial IBM might initiate, the late payment fee will be calculated from the due date of the invoice based on the prime rate published by the Italian Banking Association ABI in effect on the last day of the month the payment was due, increased by three points. IBM can transfer the credit to a factoring company; if we do so we will advise you in writing.

Netherlands:

The following replaces the second and third sentences of the EMEA-wide text:

If payment is not made within 30 days from the date of invoice, you will be in default without the necessity of a default notice. In such case you will be subject to late payment fees of 1% per month.

Norway:

Interest according to the Late Payment Interest Act apportioned to the number of days of delay.

South Africa, Namibia, Lesotho, Swaziland:

Such charges shall accrue daily from the date payment must have been received by IBM, and will be equal to 2% (two percent) above the ruling prime rate (of a bank designated by IBM) on any outstanding payment.

Spain:

Such fees will be calculated applying 1% of the charges per month to the number of days of delay.

UK and Ireland:

Such charges will be calculated at a monthly rate of 2% of the invoice amount, or as permitted by applicable law. :

UK, Ireland, South Africa, Namibia, Lesotho, Swaziland:

Add the following:

IBM's rights relating to late payment charges shall be in addition to any other right that IBM may have in the event that you fail to make any payment due to IBM under this Agreement.

IBM reserves the right to require payment in advance of delivery or other security for payment.

Albania, Armenia, Azerbaiyán, Bielorrusia, Bosnia y Hercegovina, Bulgaria, Croatia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Macedonia, Moldova, Montenegro, Poland, Romania, Russia, Serbia, Slovakia, Slovenia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan, Jordan, Kenya, Lebanon, Liberia, Pakistan, Sierra Leone, Somalia, West Bank/Gaza, Yemen, Bahrain, Kuwait, Oman, Qatar, SAUDI Arabia, United Arab Emirates

1. Eligible Products

The following replaces the paragraph that begins "IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE" in 1.3.3 Automatic Annual Renewal of Software Subscription and Support and Selected Support:

IBM will renew, for an additional payment, expiring software subscription and support for all of your Program licenses or Selected Support for all of your Selected Program licenses to the next Anniversary if IBM or your reseller receives (1) your order to renew (e.g., order form, order letter, purchase order) prior to the expiration of the current coverage period or (2) your payment within 30 days of your receipt of the software subscription and support or Selected Support, as applicable, invoice for the next coverage period.

The following replaces the paragraph that begins "IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE" IN 1.4.1 Automatic Renewal of Fixed Term Licenses:

IBM will renew, for an additional payment, expiring Fixed Term Licenses for all of your Program licenses for the same duration as the expiring term if IBM or your reseller receives (1) your order to renew (e.g., order form, order letter, purchase order) prior to the expiration of the current term or (2) your payment within 30 days of your receipt of the Fixed Term License invoice for the next term.

AUSTRIA and GERMANY

1. Eligible Products

The second paragraph is deleted.

The following is added at the end of, and as part of, sub section 1.2 Non-IBM Programs:

Warranty:

- (1) Warranty is provided for a period of twelve months, beginning at the date of delivery. Consumers are at least entitled to claim warranty defects within the limitation period provided by law.
- (2) IBM warrants that each non-IBM Program, when used in the specified operating environment, relates to its functions and conforms to its specifications. In case a non-IBM Program is delivered without specifications, IBM only warrants that the non-IBM Program information correctly describes the non-IBM Program, and that the non-IBM Program can be used according to the non-IBM Program information.
- (3) IBM does not warrant uninterrupted or error-free operation of the non-IBM Program or that IBM will correct all program defects. The Customer is responsible for the results of the use of a non-IBM Program.
- (4) At IBM's discretion, warranty may also be provided by the Licensor himself.
- (5) In the event that IBM is unable to remedy a warranty defect within a reasonable period of time - even after an appropriate grace period - the Customer may in respect of this defect (at his discretion) demand a reduction of price, or rescission of contract. In case of minor defects or deviations, the Customer shall not be entitled to demand a rescission of the contract.
- (6) In addition, the limitation of liability provision will apply.
- (7) However, non-IBM manufacturers, developers, suppliers, or publishers may provide their own warranty to you.

AUSTRIA:

4. Payment

Replace the above EMEA-wide text in 4b(1) with the following:

Payment in full is due and payable without deduction upon receipt of invoice. You agree to pay accordingly, including any late payment fees. If the invoice amount is not received on IBM's account within 30 days, upon due date, IBM may charge late payment fees at the rate indicated in the Associated Document.

AUSTRIA, DENMARK, ESTONIA, FINLAND, LATVIA, LITHUANIA, NORWAY, SWEDEN:

4. Payment

The following is omitted in 4b(2):

(excluding those based on IBM's net income)

BELGIUM, FRANCE, UK, IRELAND, SOUTH AFRICA, NAMIBIA, LESOTHO, SWAZILAND:

4. Payment

Delete 4b(2).

EGYPT

6. General Principles of Our Relationship

6d is deleted.

NETHERLANDS

4. Payment

Add the following paragraphs to 4b(1):

We may apply your payment to your other outstanding invoices.

Our rights relating to late payment charges shall be in addition to any other right that we may have in the event that you fail to make any payment due to us under this Agreement.

We reserve the right to also base our decision on the conclusion of an agreement with you on your solvency and to require payment in advance of delivery or other security for payment.

Your obligation to pay is unconditional and shall not be subject to any abatement, reduction, set-off, defense, counter-claim interruption, deferment or recoupment.

Replace 4b(2) with:

You agree to pay all taxes and duties, regardless of their qualification, unless specified otherwise on the invoice.

SOUTH AFRICA, NAMIBIA, LESOTHO, SWAZILAND:

4. Payment

Add the following additional sentence:

When you make payment by cheque, payment is deemed to have been made only when your cheque has been received by IBM and our relevant account has been credited by IBM's authorised bankers.

SWITZERLAND

1. Eligible Products

The following is added to sub section 1.2 Non-IBM Programs:

No liability of whatever sort is accepted or warranty granted by IBM.

6. General Principles of Our Relationship

6d is deleted.

TURKEY

4. Payment

The following replaces 4b(1)

Amounts are due and payable upon receipt of invoice. You agree to pay accordingly, including any late payment charges.

If payment is not made within 30 days from the date of invoice, you may be subject to late payment charges.

Add the following to the end of this section:

You are responsible for all banking charges (including, but not limited to, LC charges, commissions, stamps, and extensions) incurred within and outside of Turkey.



International Passport Advantage Agreement

International Passport Advantage Agreement

Attachment for Sub-Capacity Licensing Terms

The terms of this Attachment for Sub-Capacity Terms ("Attachment") are in addition to those of the IBM International Passport Advantage Agreement or IBM International Passport Advantage Express Agreement, as applicable, ("Agreement") and govern the transaction when you obtain "Eligible Sub-Capacity Products" from IBM or a reseller for use on an "Eligible Virtualization Environment". For IBM Passport Advantage transactions, the Customer Originating Company accepts the terms of this Attachment without modification by submitting an IBM International Passport Advantage Enrollment Form to IBM or the reseller(s) from whom they have chosen to obtain Eligible Sub-Capacity Products ("your reseller(s)"), as applicable. For Passport Advantage Express transactions, you accept these terms by obtaining the Eligible Sub-Capacity Product(s) from IBM or a reseller.

1. Definitions

Audit Report Period - The period that begins on the first day in a calendar quarter and ends on the last day in the calendar quarter. Alternatively, if your fiscal year is different from the calendar year, you may choose to begin the period on the first day in your fiscal quarter and end on the last day in your fiscal quarter. This period may also be monthly or weekly depending on your requirements.

Audit Reports - A set of reports available in the IBM License Metric Tool ("ILMT"), or by another method acceptable to IBM as specified at <http://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html>. These reports provide the Processor Value Unit ("PVU") license requirements based on the Virtualization Capacity available to the Eligible Sub-Capacity Product.

Eligible Sub-Capacity Product - A Product for which Sub-Capacity Licensing is available. See listing at <http://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html>.

Eligible Virtualization Environment - A server or a group of servers cooperating as a single computing entity that contain an Eligible Processor Technology, an Eligible Operating System Technology, and an Eligible Virtualization Technology;

- **Eligible Operating System Technology** - An operating system for which Sub-Capacity Licensing is available. See listing at: <http://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html>
- **Eligible Processor Technology** - A processor technology for which Sub-Capacity Licensing is available. See listing at: <http://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html>
- **Eligible Virtualization Technology** - A virtualization technology for which Sub-Capacity Licensing is available. An Eligible Virtualization Technology is capable of restricting processor capacity to a subset of the total physical capacity, sometimes referred to as partition, LPAR, or virtual machine. See listing at: <http://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html>

Full Capacity - The total number of physical processor cores activated and available for use by the Eligible Sub-Capacity Product(s) on a server.

Processor Chip - Electronic circuitry containing one or more Processor Cores that plugs into a Processor Socket.

Processor Core(s) - A physical functional unit within a computing device that interprets and executes program instructions and consists of at least one instruction control unit and one or more arithmetic and logic units. A multi-core technology allows two or more Processor Cores to be active on a single Processor Chip. A System z Integrated Facility for Linux (IFL) engine is considered a single Processor Core.

Processor Socket - Electronic circuitry that accepts a Processor Chip.

Processor Value Units - A metric used by IBM to assign a value to a Processor Core. The Processor Value Unit licensing model is described at: http://www.ibm.com/software/lotus/passportadvantage/pvu_licensing_for_customers.html.

Service Provider - an entity that provides IT Services for end user customers, either directly or through a reseller.

Sub-Capacity Licensing - Licensing of Eligible Sub-Capacity Products based on Virtualization Capacity.

Virtualization Capacity - the highest peak processor capacity available to an Eligible Sub-Capacity Product when deployed on an Eligible Virtualization Environment. Rules for calculating the Virtualization Capacity for each Eligible Virtualization Environment can be found at <http://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html>.

2. Authorizations

- a. A Proof of Entitlement (PoE) must be acquired for the total number of PVUs associated with the Virtualization Capacity available to an Eligible Sub-Capacity Product.
- b. Prior to an increase in an Eligible Sub-Capacity Products Virtualization Capacity, you must first acquire additional authorizations, including Software Subscription and Support, if applicable.
- c. IBM does not give credits or refunds for charges already due or paid if an Eligible Products use falls below the authorized level of use.

3. IBMs Responsibilities

IBM will make available and authorize you to use:

- a. the ILMT at no charge, when ordered by you or your IBM Reseller. IBM provides the ILMT to you for your compliance with these Sub-Capacity Licensing terms; and
- b. the Information Center included with the ILMT to aid your compliance with these Sub-Capacity Licensing terms.

You may make copies of the ILMT and Information Center for your compliance with these Sub-Capacity Licensing terms.

4. Your Responsibilities under Sub-Capacity Licensing Terms

You agree to:

- a. install and configure the most current version of ILMT in accordance with the ILMT Information Center, within 90 days of your first Eligible Sub-Capacity Product deployment on an Eligible Virtualization Environment, to enable you to collect Virtualization Capacity data by Eligible Sub-Capacity Product and generate Audit Reports in accordance with these Sub-Capacity Licensing terms. Exceptions to this requirement are:
 - (1) when ILMT does not yet provide support for the Eligible Virtualization Environment
 - (2) if your Enterprise has fewer than 1,000 employees and contractors, you are not a Service Provider, and you have not contracted with a Service Provider to manage your Eligible Virtualization Environment
 - (3) if the total physical capacity of your Enterprise servers with an Eligible Virtualization Environment, measured on a Full Capacity basis, but licensed using sub-capacity terms is less than 1,000 PVUs.
 - (4) when your servers with Eligible Sub-Capacity Products are licensed to the Full Capacity of the servers

For these exceptions, use of ILMT, while recommended, is not required for Sub-Capacity Licensing. In lieu of ILMT, you are required to manually manage and track your Eligible Virtualization Environment, and manually prepare Audit Reports documenting the Virtualization Capacity by Eligible Sub-Capacity Product for your Eligible Virtualization Environment during each calendar or fiscal quarter. These Audit Reports must contain the information listed in the example Audit Report available at <http://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html>. These Audit Reports must be prepared as frequently as is required to maintain a history of increases to Virtualization Capacity, but not less often than once per quarter, and must be maintained for at least two years to demonstrate ongoing compliance with these Sub-Capacity Licensing terms;

- b. promptly install new versions, releases, modifications, or code corrections ("fixes") of the ILMT that IBM makes available. You will need to subscribe to Tivoli Support notifications via <http://www.ibm.com/support/mynotifications> in order to be notified when these become available;
- c. generate, using ILMT or manually, Audit Reports at least each calendar or fiscal quarter and retain for a period of not less than two years the Audit Reports and make these reports available to IBM upon notice as specified in Section 5. Failure to generate Audit Reports or make Audit Reports available to IBM will result in charging for Eligible Sub-Capacity Products under Full Capacity terms;
- d. assign a person in your organization with authority to manage and promptly resolve any questions on Audit Reports or inconsistencies between Audit Report contents, license entitlement, or ILMT configuration;
- e. promptly place an order with IBM or your IBM reseller if Audit Reports reflect Eligible Sub-Capacity Product use in excess of your authorized level. Software Subscription and Support coverage will be determined to begin at the time you exceeded your authorized level.

5. Compliance Verification

Upon reasonable notice, IBM may verify your compliance with this Attachment at all Passport Advantage site(s) and for all Eligible Virtualization Environments in which you use or install Eligible Sub-Capacity Products subject to the terms of this Attachment for any purpose. Such verification will be conducted in a manner that minimizes disruption to your business and may be conducted on your premises, during normal business hours. IBM may use an independent auditor to assist with such verification, provided IBM has a written confidentiality agreement in place with such auditor.

You agree to create, retain, and provide to IBM and its auditors written records, system tool outputs, PoEs, and other system information sufficient to provide auditable verification to IBM that your installation and use of Eligible Sub-Capacity Products is in compliance with the terms of this Attachment, including, without limitation, all of IBMs applicable licensing and pricing qualification terms.

IBM will notify you in writing if any such verification indicates that you have used Eligible Sub-Capacity Products in excess of their authorized level of use or you are not otherwise not in compliance with this Attachment. You agree to promptly pay directly to IBM i) the charges as IBM specifies in an invoice for any additional licenses equal to the quantity used in excess of authorized level of use and applicable Subscription and Support offerings, as applicable, for such licenses for the lesser of the time that such licenses have been used or two years, and ii) any additional charges and other liabilities determined as a result of such verification

The rights and obligations set forth in this section remain in effect during the period the Eligible Sub-Capacity Product is licensed to you and for two years thereafter.

6. Additional Terms

Product deployments that are not able to meet these Sub-Capacity Licensing requirements must be licensed using Full Capacity terms.