

Addendum 5

to the Statement of Work between
IBM and County of Sonoma for
extension of services

This Addendum 5, dated **May 14, 2021** and executed as an amendment to the Statement of Work ("SOW") dated March 23, 2018 between International Business Machines Corporation ("Contractor") and County of Sonoma ("CoS" or "County" or "Client"). In the event of a conflict between the terms of the SOW and the terms of this Addendum, the terms of this Addendum shall govern.

1. Project Background

The County of Sonoma together with Contractor IBM has completed Phase 1, 2, 3, 4 and 5 of a multiphase initiative to support ACCESS Sonoma County ("ACCESS" or "ACCESS Sonoma") to address the needs of the most vulnerable residents who are often high or multi-need utilizers of County Safety Net services. The ACCESS Sonoma system is comprised of multiple components. The WCM application (Watson Care Manager) is in the cloud and is provisioned as a SaaS solution, while Connect360, the underlying data hub, is on premise and consumes County infrastructure and resources. Also included as components are the IBM InfoSphere MDM (Master Data Management) solution, DB2 and Cognos Analytics tools. All these tools bring together a solution that provides the County of Sonoma to ability to provide wholistic care to its residents. This addendum will extend the following and current software applications subscriptions from June 30, 2021 through June 30, 2024:

- Connect360
- IBM InfoSphere Master Data Management (MDM),
- Cognos Analytics tools
- DB2
- Watson Care Manager

2. Pricing

The software application subscription services will be extended for ACCESS Sonoma from July 1st, 2021 through June 30, 2024 for a total price of \$1,155,110.68. As outlined in the following quotations below.

Description	Price (\$)
IBM Watson Care Manager	\$420,275.70
IBM Health and Human Services (HHS) Connect360	\$88,320.00
IBM InfoSphere Master Data Management (MDM)	\$266,536.37
IBM DB2	\$290,775.24
IBM Cognos Analytics (Administrator, Explorer, & User Cartridge)	\$89,203.37
Total Software Price	\$1,155,110.68

Table 1, Software Pricing SummarySubscription Services Payment Schedule

IBM will invoice Sonoma County annually beginning July 1, 2021 and end June 30, 2024

for IBM InfoSphere MDM, Cognos and DB2 Licensing Quote, Watson Care Manager, and the Connect360 Asset. As outlined in the following table below

Description	Y1: July 1 st 2021 to June 30 th 2022	Y2: July 1 st 2022 to June 30 th 2023	Y3: July 1 st 2023 to June 30 th 2024	Total
IBM WCM	\$140,091.90	\$140,091.90	\$140,091.90	\$420,275.70
IBM HHS Connect360	\$29,440.00	\$29,440.00	\$29,440.00	\$88,320.00
IBM InfoSphere MDM	\$86,232.61	\$88,819.59	\$91,484.17	\$266,536.37
IBM DB2	\$94,074.62	\$96,896.86	\$99,803.76	\$290,775.24
IBM Cognos Analytics (Administrator, Explorer, & User Cartridge)	\$28,860.00	\$29,725.80	\$30,617.57	\$89,203.37
Total Software Price	\$378,699.13	\$384,974.15	\$391,437.40	\$1,155,110.68

Table 2 Annual Payment Schedule

2.1. IBM Health and Human Services Connect360 Licensing Quote

International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600

**Quotation**

Quotation Number **SOC-OU3UAZE**

Component ID 694967L **IBM Health and Human Services Connect360**
Monthly License

Feature Code

1650 **MDM Search and Lookup API**

1651 **Access to ODS**

1652 **Authorization and Consent Microservice**

1654 **Rule Based Alerts**

1655 **Cognos Pre-built Objects Library**

1656 **HHS Data Schemas**

1753 **Care Management APIs**

Development and Test Environments

Year 1

Quantity	150	
Unit Price (monthly)	\$2,453	
Term	12	Months
Total Commit Value	\$29,440	

Year 2

Quantity	150	
Unit Price (monthly)	\$2,453	
Term	12	Months
Total Subscription and Support	\$29,440	

Year 3

Quantity	150	
Unit Price (monthly)	\$2,453	
Term	12	Months
Total Subscription and Support	\$29,440	

Renewal for this subscription: Terminate at end of current term

Applicable tax will be calculated at the time of order processing

This quotation is valid from 14-Apr-2021 and will expire on 30-May-2021

2.1.1.1. GBS Software and Subscription Support

IBM will provide subscription and support which entitles Client to receive updates of IBM HHSC360 made generally available to customers of IBMHHSC360 (GBS S&S) for each GBS S&S period (a "Term") specified in this quote.

IBM will provide Client with IBM HHSC360 fixes, restrictions, and bypasses, if any, that it develops. IBM will provide to Client, and authorize Client to use, the most current commercially available version, release, or update of IBM HHSC360, should any be made available.

The GBS S&S process is as follows:

1. Client may contact the IBM support line to report suspected problems, to ask short duration installation or usage (how to) questions, or to request information about IBM HHSC360. Answers to questions from Client will be provided on a commercially reasonable efforts basis.
2. Calls to the IBM support line will be accepted from up to two (2) designated Client personnel whom Client will identify upon signature of this SOW. Changes to these names can be made by mutual agreement between Client and IBM. The IBM telephone number will be provided to Client upon signature of this SOW.
3. IBM will acknowledge Client support calls with a response time objective of 24 hours or less, between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday in Client's time zone, except on IBM and national holidays.
4. IBM will attempt to provide fixes to problems in IBM HHSC360 identified by Client as soon as practical. At IBM's discretion, fixes may be packaged and delivered as a system on a scheduled basis. IBM's response to reported problems, if IBM is able to reproduce the reported problem, may include 1) giving correction information, 2) providing a workaround, or 3) electronically delivering, via a file transfer protocol (ftp), corrected code.
5. If the reported problem cannot be reproduced, or there is no known workaround or corrected code available for the problem, IBM may close the problem. In such an event, IBM will notify Client that the problem has been closed. Problems still open at the end of the support period will be fixed, a work around provided, or will be closed, at IBM's sole discretion.
6. Support for a particular version or release of IBM HHSC360 is available only until IBM withdraws GBS S&S for that version or release. When such GBS S&S is withdrawn, Client must upgrade to a supported version or release in order to continue to receive such support. If IBM withdraws GBS S&S, Client understands that IBM will not make GBS S&S available for IBM HHSC360.

Any update of IBM HHSC360 released during a Term will be governed by the licensing terms as set forth in the GBS Software License Grant section.

GBS S&S does not include assistance for 1) the design and development of applications, or 2) failures caused by products for which IBM is not responsible under this SOW.

2.1.2. GBS S&S – Supplemental Terms and Conditions

7. Initial GBS S&S is provided for the Term specified in this quote.
8. Thereafter, GBS S&S will be renewed for successive one-year terms or as otherwise specified, provided IBM offers said GBS S&S.
9. The charge for the first renewal year of GBS S&S will be provided in a quote from IBM. IBM will invoice Client for first renewal charge 30 days prior to the Term Start Date.
10. IBM may increase the charge for GBS S&S upon written notice provided to Client prior to the

start of the next Term.

11. IBM will notify Client of the upcoming renewal approximately 60 days prior to expiration of the then-current Term.
12. Should Client wish to renew GBS S&S, IBM will invoice Client for GBS S&S renewals 30 days prior to the start of each subsequent Term.
13. The amount invoiced for any renewal of GBS S&S is not refundable.
14. If Client elects not to renew GBS S&S and, at a later date, wishes again to obtain coverage, providing GBS S&S is available, a reinstatement charge will be added to the then current GBS S&S charge.

2.1.3. GBS Software

GBS Software consists of preexisting IBM or third-party literary works or other works of authorship such as programs, program listings, programming tools, documentation, reports, drawings and similar works that IBM may license to Client or that IBM may use when providing a service. GBS Software is deemed Existing Licensed Works as such term is defined in the Contract.

2.1.3.1. GBS Software License Grant

Subject to the section entitled "GBS Software Special Terms," IBM grants Client a nonexclusive, paid-up license to use, execute, copy, modify (including the right to prepare derivative works of), display, and distribute, all within the Client Enterprise only, the IBM Health and Human Services Connect360 GBS Software.

2.1.3.2. GBS Software Special Terms

- a. IBM warrants that the GBS Software was developed using commercially reasonable care and skill, and further, if modified by IBM, will be conveyed as services deliverables with that same degree of care.
- b. IBM and its third-party suppliers have all right, title, and interest (including ownership of copyright) in GBS Software and GBS Software is licensed, not sold.
- c. Notwithstanding anything in the Contract, GBS Software is provided "AS IS" AND, UNLESS PROHIBITED UNDER APPLICABLE LAWS OR EXPLICITLY STATED IN THIS SECTION, IBM AND ITS THIRD PARTY SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO GBS SOFTWARE, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND DO NOT INDEMNIFY AGAINST OR PROVIDE ANY REMEDY REGARDING THIRD PARTY INTELLECTUAL PROPERTY CLAIMS. Under no circumstances will IBM or its third-party suppliers be liable for any damages arising out of Client's use of the GBS Software.
- d. The GBS Software license granted is for internal use only and includes the right to make and install copies of the GBS Software to support such use, and the right to make one copy of the GBS Software for backup and recovery purposes.
- e. The terms of this GBS Software license apply to each copy Client makes of the GBS Software. Client agrees to reproduce all copyright notices and all other legends of ownership on each copy.
- f. All modifications and the modified GBS Software made by IBM under this or any SOW and all rights therein (including copyrights), will belong exclusively to IBM, but will be subject to this GBS Software license.
- g. All modifications made solely by Client as part of development efforts separate and unrelated to this SOW, will belong exclusively to Client for Client's internal use only; provided, however, the right to make such modifications does not grant Client any rights of ownership in the unmodified GBS Software which will remain subject to the license granted herein.
- h. Client agrees not to: i) sublicense, assign, or transfer the license for the GBS Software, ii) sell, lease,

license or otherwise distribute the GBS Software to any third party, iii) reverse assemble, reverse compile, or otherwise obtain or attempt to obtain the source code of the GBS Software not provided in modifiable form except as specifically permitted by law without the possibility of contractual waiver, or iv) sublicense, assign, or transfer the license for the GBS Software to a successor, acquired, or acquiring organization by merger or acquisition. Any attempt to do items (i), (ii) or (iv) is void.

- i. IBM may terminate this license if Client does not comply with any of the terms of this SOW.
- j. Upon termination, Client agrees to destroy, and make no further use of, the GBS Software and certify such destruction to IBM.

2.1.3.3. Open Source Software

The following term applies to the Open Source Software (OSS) included with the GBS Software OSS that IBM may install, update, access or otherwise use for Client under this SOW is distributed and licensed to Client by the non-IBM OSS distributors and/or respective copyright or other right holders under their terms and conditions. IBM is not a licensee or licensor of such OSS, and performs the work described in this SOW on Client's behalf. IBM is not liable for any damages arising out of the use of OSS.

If Client requires Feature 1652 – Authorization and Consent Microservice, IBM will provide the following Open Source Software required by IBM HHSC360:

OSS Name	Version	Location
jQuery UI	1.12.1	https://jqueryui.com/
Bootstrap	3.3.7 (interim) 4.4.1 (final)	https://getbootstrap.com/
Font Awesome*	4.7.0 (interim) 5.13 (final)	http://fontawesome.io/license
Angular 9	9.1.0	https://angular.io/
Wildfly	18.0.0 (final)	https://wildfly.org/
Drools	7.27.0 (final)	https://www.drools.org/
Alfresco		https://www.alfresco.com/

Table 3 Open Source Software

***Note:** Creative Commons and SIL-OFL for Font-Awesome documentation requires Separately Licensed Code (SLC) when distributed.

2.2. IBM InfoSphere MDM, Cognos and DB2 Licensing Quote

International Business Machines Corporation
International Business Machines Corporation, PO Box 643600, Pittsburgh, PA
15264-3600



IBM Quotation

Attn: Emilia Gabriele
COUNTY OF SONOMA
1450 NEOTOMAS AVE STE 200
SANTA ROSA CA 95405-7574
UNITED STATES

IBM Site Number: 3902869
IBM Customer Number: 2239353

Dear Emilia Gabriele

Thank you for being an IBM Client. We are delighted to provide this quote for IBM offerings.

Worldwide, companies like yours are increasingly demanding more from their information technology infrastructure, increased flexibility, scalability and agility to meet changing business needs. At the same time, they want reduced cost, rapid deployment and investment recovery.

Over the years, our products, services and solutions capabilities have given our Clients the reliability, availability, security, and manageability to improve operations and achieve efficiency while accommodating growth at reduced cost. These characteristics have been and will remain fundamental to the IBM portfolio.

This quotation is valid from 31-Mar-2021 and will expire on 30-Jun-2021.
We look forward to your order.

Data Processing Protection - IBM's Data Processing Addendum (DPA) at <http://ibm.com/dpa> and the DPA Exhibit at <https://www.ibm.com/mysupport/s/article/support-privacy> apply to Client personal data, if and to the extent: i) the European General Data Protection Regulation (EU/2016/679); and ii) other data protection laws identified at www.ibm.com/dpa/dpl apply.

If you need assistance with placing your order or wish to discuss your quotation, please contact the IBM Representative noted below.

Yours sincerely,

Paul E Giarrusso
Phone Number: 1-949-742-4888
Fax Number:
E-mail Address: pgiarrus@us.ibm.com

International Business Machines Corporation
 International Business Machines Corporation, PO Box 643600, Pittsburgh, PA
 15264-3600



IBM Quotation

Quotation Information

Number: 18966871
 Effective Date: 31-Mar-2021
 Expiration Date: 30-Jun-2021

Customer Information

Attn: Emilia Gabriele
 COUNTY OF SONOMA
 1450 NEOTOMAS AVE STE 200
 SANTA ROSA CA 95405-7574
 UNITED STATES

Sales Representative

IBM Contact: Paul E Giarrusso
 Phone Number: 1-949-742-4888
 E-mail Address: pgiarrus@us.ibm.com

IBM Site Number: 3902869
 IBM Customer Number: 2239353

Summary

Software, Appliance, and Subscription and Support Total	0.00
Software as a Service Total	646,514.98
Estimated Tax	0.00
Total	646,514.98 USD

Subscription License

Subscription Entitlements

IBM Master Data Management Cartridge for IBM Cloud Pak for Data Virtual Processor Core Subscription License

Subscription Part#: D039MZX
 Billing: Annual
 Unit Price: 10,779.08

Committed Term: 36 Months
 Committed Term Price Change: Increase 3.000 % every 12 Months
 Renewal Type: Terminate at end of current term

Item	Quantity	Month	Subscription Rate	Item Price
1	8	1-12	88,232.61	88,232.61
2	8	13-24	88,819.59	88,819.59
3	8	25-36	91,484.18	91,484.17
Subtotal				266,536.37 USD

IBM Db2 Advanced Edition Cartridge for IBM Cloud Pak for Data Virtual Processor Core Subscription License

Subscription Part#: D03FWZX
 Billing: Annual
 Unit Price: 23,518.66

Committed Term: 36 Months
 Committed Term Price Change: Increase 3.000 % every 12 Months
 Renewal Type: Terminate at end of current term

Item	Quantity	Month	Subscription Rate	Item Price
4	4	1-12	94,074.62	94,074.62
5	4	13-24	96,896.86	96,896.86

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6	4	25-36	99,803.76	99,803.76
Subtotal				290,775.24 USD

IBM Cognos Analytics Administrator Cartridge for IBM Cloud Pak for Data Authorized User Subscription License

Subscription Part#: D03GUZX
 Billing: Annual
 Unit Price: 5,400.00

Committed Term: 36 Months
 Committed Term Price Change: Increase 3.000 % every 12 Months
 Renewal Type: Terminate at end of current term

Item	Quantity	Month	Subscription Rate	Item Price
7	2	1-12	10,800.00	10,800.00
8	2	13-24	11,124.00	11,124.00
9	2	25-36	11,457.72	11,457.72
Subtotal				33,381.72 USD

IBM Cognos Analytics Explorer Cartridge for IBM Cloud Pak for Data Authorized User Subscription License

Subscription Part#: D03HAZX
 Billing: Annual
 Unit Price: 972.00

Committed Term: 36 Months
 Committed Term Price Change: Increase 3.000 % every 12 Months
 Renewal Type: Terminate at end of current term

Item	Quantity	Month	Subscription Rate	Item Price
10	5	1-12	4,860.00	4,860.00
11	5	13-24	5,005.80	5,005.80
12	5	25-36	5,155.97	5,155.97
Subtotal				15,021.77 USD

IBM Cognos Analytics User Cartridge for IBM Cloud Pak for Data Authorized User Subscription License

Subscription Part#: D03I7ZX
 Billing: Annual
 Unit Price: 528.00

Committed Term: 36 Months
 Committed Term Price Change: Increase 3.000 % every 12 Months
 Renewal Type: Terminate at end of current term

Item	Quantity	Month	Subscription Rate	Item Price
13	25	1-12	13,200.00	13,200.00
14	25	13-24	13,596.00	13,596.00
15	25	25-36	14,003.88	14,003.88
Subtotal				40,799.88 USD

Subscription License Total **646,514.98 USD**

Applicable tax will be recalculated at the time of order processing.

 International Business Machines Corporation
International Business Machines Corporation, PO Box 643600, Pittsburgh, PA
15264-3600



IBM acceptance of the order is subject to credit approval.

Upon placing your order, please supply a Purchase Order or, if not PO driven, a signed Firm Order Letter. The Purchase Order value must cover the applicable charges for a minimum of one year. If the Total Term is less than one year, the Purchase Order value must cover the Total Commit Value.

Data Processing Protection - IBM's Data Processing Addendum (DPA) at <http://ibm.com/dpa> and the DPA Exhibit at <https://www.ibm.com/mysupport/s/article/support-privacy> apply to Client personal data, if and to the extent: i) the European General Data Protection Regulation (EU/2016/679); and ii) other data protection laws identified at www.ibm.com/dpa/dpl apply.

International Business Machines Corporation*International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600***IBM Terms and Conditions****IBM International Passport Advantage Express Agreement**

The quote or order to which this document relates is governed by the terms of the Passport Advantage Express Agreement and its associated attachment(s).

Please read all terms for each of the above referenced Transaction Document(s) to ensure you are agreeing to the most recent version of the document. If you have any trouble with the link provided, please copy and paste the appropriate URL in your browser's navigation bar.

IBM Attachment for Subscription Licensing

If the Passport Advantage Express Agreement that applies to this transaction does not include terms for Subscription Licenses, the terms of the IBM Attachment for Subscription Licensing, in addition to the terms of the Passport Advantage Express Agreement, govern some or all of the quote or order to which this document relates. That Attachment can be found at the link below:

IBM International Passport Advantage/Passport Advantage Express Attachment for Subscription Licensing

<https://www.ibm.com/software/passportadvantage/termslicenses.html>

If you have any trouble with the link(s) provided, please copy and paste the appropriate URL in your browser's navigation bar.

Useful/Important Web resources:

Passport Advantage information, customer secure site access, training, etc.: www.ibm.com/software/passportadvantage
IBM's International Program License Agreement and product License Information documents: www.ibm.com/software/ola
IBM Software Support Web site: <https://www.ibm.com/software/support/handbook.html>
IBM Customer Number: 2239353

2.3. IBM Watson Care Manager Licensing Quote

International Business Machines Corporation
International Business Machines Corporation, PO Box 643600, Pittsburgh, PA
15264-3600



IBM Quotation

Attn: Emilia Gabriele
COUNTY OF SONOMA
1450 NEOTOMAS AVE STE 200
SANTA ROSA CA 95405-7574
UNITED STATES

31-Mar-2021

IBM Site number: 3902869 IBM Customer number: 2239353

Dear Emilia Gabriele

Thank you for being an IBM Client. We are delighted to provide this quote for IBM offerings.

Worldwide, companies like yours are increasingly demanding more from their information technology infrastructure, increased flexibility, scalability and agility to meet changing business needs. At the same time, they want reduced cost, rapid deployment and investment recovery.

Over the years, our products, services and solutions capabilities have given our Clients the reliability, availability, security, and manageability to improve operations and achieve efficiency while accommodating growth at reduced cost. These characteristics have been and will remain fundamental to the IBM portfolio.

This quotation is valid from 31-Mar-2021 and will expire on 01-Jul-2021.
We look forward to your order.

If you need assistance with placing your order or wish to discuss your quotation, please contact the IBM Representative noted below.

Yours sincerely,

Carol M Hamilton
Phone Number: 1-303-486-6468
E-mail Address: carol.hamilton@us.ibm.com

International Business Machines Corporation
 International Business Machines Corporation, PO Box 643600, Pittsburgh, PA
 15264-3600



IBM Quotation

Quotation information

Number: **18967815**
 Effective Date: **31-Mar-2021**
 Expiration Date: **01-Jul-2021**

Customer Information

Attn: Emilia Gabriele
 COUNTY OF SONOMA
 1450 NEOTOMAS AVE STE 200
 SANTA ROSA CA 95405-7574
 UNITED STATES

Sales Representative

IBM Contact: **Carol M Hamilton**
 Phone Number: **1-303-486-6468**
 E-mail Address: carol.hamilton@us.ibm.com

IBM Site Number: **3902869**
 IBM Customer Number: **2239353**

Summary

Software as a Service Total	420,275.70
Total	420,275.70 USD

Software as a Service

Subscription Entitlements

IBM Watson Care Manager

Projected Service Start Date: **01-Jul-2021**

IBM Watson Care Manager Government 100 Persons per Month

Subscription Part#: **D1NKHLL**

Committed Term: **36 Months**

Overage Part#: **D1NKHLL**

Renewal Type: **Terminate at end of current term**

Billing Frequency: **Annual**

Unit Price: **Tiered**

Item	Quantity	Month	Subscription Rate	Item Price	Overage Rate
1	8	1-36	65,994.00	197,982.00	196.3500

IBM Customer number: 2239353
 Page 2 of 3

International Business Machines Corporation
 International Business Machines Corporation, PO Box 643600, Pittsburgh, PA
 15264-3600



IBM Watson Care Manager Connect Providers - Government 100 Persons per Month

Subscription Part#: **D1XDZLL** Committed Term: **36 Months**
 Overage Part#: **D1XE0LL** Renewal Type: **Terminate at end of current term**
 Billing Frequency: **Annual**
 Unit Price: **Tiered**

Item	Quantity	Month	Subscription Rate	Item Price	Overage Rate
2	8	1-36	13,198.80	39,596.40	39.2700

IBM Watson Care Manager Community Service Referral - Government 100 Persons per Month

Subscription Part#: **D1XE1LL** Committed Term: **36 Months**
 Overage Part#: **D1XE2LL** Renewal Type: **Terminate at end of current term**
 Billing Frequency: **Annual**
 Unit Price: **Tiered**

Item	Quantity	Month	Subscription Rate	Item Price	Overage Rate
3	8	1-36	3,299.70	9,899.10	9.8175

IBM Watson Care Manager Connect Individuals - Government 100 Persons per Month

Subscription Part#: **D1XE3LL** Committed Term: **36 Months**
 Overage Part#: **D1XE4LL** Renewal Type: **Terminate at end of current term**
 Billing Frequency: **Annual**
 Unit Price: **Tiered**

Item	Quantity	Month	Subscription Rate	Item Price	Overage Rate
4	8	1-36	6,599.40	19,798.20	19.6350

IBM Watson Care Manager Non Production Environment - Government Instance per Month

Subscription Part#: **D1XEDLL** Committed Term: **36 Months**
 Billing Frequency: **Annual** Renewal Type: **Terminate at end of current term**
 Unit Price: **51,000.00**

Item	Quantity	Month	Subscription Rate	Item Price
5	1	1-36	51,000.00	153,000.00

Subscription Subtotal 420,275.70 USD

Applicable tax will be recalculated at the time of order processing.

IBM acceptance of the order is subject to credit approval.

Upon placing your order, please supply a Purchase Order or, if not PO driven, a signed Firm Order Letter. The Purchase Order value must cover the applicable charges for a minimum of one year. If the Total Term is less than one year, the Purchase Order value must cover the Total Commit Value.

IBM Customer number: 2239353
 Page 3 of 3

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International Business Machines Corporation, PO Box 643600, Pittsburgh, PA
15264-3600



PAYMENT SCHEDULE PAGE

This is an estimate of payments, final determination of billing dependent on order date.

Month	Setup Product and Services	Subscription	Total
1	0.00	140,091.90	140,091.90
12	0.00	140,091.90	140,091.90
24	0.00	140,091.90	140,091.90
Total in USD	0.00	420,275.70	420,275.70

International Business Machines Corporation
International Business Machines Corporation, PO Box 643600, Pittsburgh, PA
15264-3600



IBM Terms for IBM Cloud Offering Transactions

The referenced Cloud Services are governed by the terms of your Cloud Service Agreement www.ibm.com/terms/csa, its associated attachment(s), and the referenced Transaction Documents. Your order and use of the Cloud Services are your acceptance of the prices and terms referenced in this document, except to the extent superseded by a written amendment or agreement signed by both of us.

Final coverage dates for offerings listed are provided in your Proof of Entitlement.

Transaction Documents

Service Description(s) for ordered Cloud Services:

IBM WATSON CARE MANAGER

<https://www.ibm.com/software/sla/slabd.nsf/sla/sd-7428-05>

Please read all terms for each of the above referenced Transaction Document(s) to ensure you are agreeing to the most recent version of the document. If you have any trouble with the link provided, please copy and paste the appropriate URL in your browser's navigation bar.

Protected Health Information and Business Associate Agreement

Protected health information (as defined in the Health Insurance Portability and Accountability Act of 1996, as amended) ("PHI") may be used with the applicable Software as a Service or Cloud Service provided that (a) a Business Associate Agreement ("BAA") that will govern such PHI has been validly executed between the parties and is linked to this transaction via the transaction number (such BAA is hereby incorporated herein by reference) and (b) the applicable Software as a Service or Cloud Service is designed to handle PHI, as indicated in the offering's TOU or Service Description.

IBM's standard BAA is available at: <https://www.ibm.com/software/sla/slabd.nsf/sla/baa/>

Billing and Provisioning

At time of acceptance of this quote either by Purchase Order or Firm Order Letter, IBM will begin billing for the SaaS Subscription(s) as indicated above. When IBM is ready to provision the SaaS Subscription(s) in the quote IBM will use information provided by the Client, as well as default technical data to configure the clients SaaS Subscription for access. IBM will notify the Client with details on the provisioning on the date in which the Client can access the SaaS and the term for the SaaS will begin on the date indicated. If provisioning information needs to be updated please refer to the IBM Software as a Service (SaaS) Support Handbook.

Please work with your IBM Sales Representative or your IBM Business Partner to complete the provisioning data at or prior to time of order.

If you have any trouble with the link(s) provided, please copy and paste the appropriate URL in your browser's navigation bar.

IBM Customer Number: **2239353**

3. Additional Terms

3.1. IBM Software Substitution

IBM has the sole right to direct the use, and if necessary, substitute a functional equivalent, of each individual IBM software component (IBM owns or has rights to) in order to deliver the services, provided that doing so: 1) does not materially interrupt Client's operations; and 2) the services are not dependent on any single asset.

3.2. Client-Directed Suppliers

If Client explicitly requests that IBM use a specific subcontractor or supplier of products or services for any portion of the services described in this SOW, IBM will use such subcontractor or supplier contingent upon successful negotiations and execution of an acceptable procurement agreement, including pricing, with such subcontractor or supplier. Additionally, the use of such subcontractor or supplier will be subject to the Project Change Control Procedure, if such use could impact the project scope, schedule, cost, resources, or other terms of this SOW. IBM will have no obligation to perform an independent assessment, nor makes any representation as to the qualifications or charging practices of such subcontractor or supplier.

3.3. IBM Intellectual Capital/Tools

IBM will be using preexisting IBM proprietary tools (the "IBM Tool(s)") during the services to perform certain IBM responsibilities. The IBM Tools and associated documentation: 1) are not provided to Client under the terms of this SOW, 2) are not needed for Client to receive the benefit of the services described in this SOW, and 3) remain the property of IBM. If any IBM Tools are installed at Client's location, IBM will remove the IBM Tools upon completion of the project.

3.4. Information Security and Data Protection

Client and IBM each agree to perform their information security responsibilities as listed in Section 2.3, Security Capabilities.

Client agrees that no Client personal data that is subject to i) the European General Data Protection Regulation (E/2016/679) (GDPR); or ii) other data protection laws identified at <http://ibm.com/dpa> will be provided to IBM for processing on behalf of the Client under this transaction.

3.5. Information Security and Data Protection

In the event of a change, Client will notify IBM in writing and IBM's Data Processing Addendum (DPA) at <http://ibm.com/dpa> and an agreed upon DPA Exhibit will apply and prevail over conflicting terms in the Agreement. The DPA Exhibit will be added as an Appendix to this transaction.

3.6. COVID-19 Changes

The parties acknowledge and agree that COVID-19 is an event beyond the parties' reasonable control and it is not possible to foresee (or advisable to try and foresee) its duration, impact or extent (including measures and recommendations that may be put in place by regulators). As such, where a party's non-monetary obligations are not performed, affected, and/or delayed and that is attributable to COVID-19 or its related impacts, notwithstanding any other provision in the agreement, the affected party will not be responsible for such non-performance, affected performance or delay. The parties will act reasonably to discuss the affected obligations, potential workarounds and related issues in good faith and will document any agreed changes to the agreement.

4. Signature

IN WITNESS WHEREOF, the Parties hereto have caused this SOW to be duly executed by their respective authorized representatives, as of the Effective Date.

By: _____ By: _____

Name: Charles Schneider Name: _____

Title: Associate Partner / Project Manager Title: _____

Date: _____ Date: _____