

State of Illinois Secretary of State (“Client”, also called “Customer”, “you” and “your”) and **International Business Machines Corporation** (“IBM”) agree that the terms and conditions of this Amendment (“Amendment 1” or “Amendment No. 1”) are in addition to and/or modify those terms and conditions in the Enterprise Software and Services Option (ESSO) Offering dated June 26, 2025 (the “**Agreement**”). Unless otherwise specified, the terms of this Amendment do not alter the terms of the Agreement or any preceding amendments, and those terms and conditions remain in full force and effect unless expressly modified in this Amendment 1.

The purpose of this Amendment 1 is to add Schedule A1 – Products List to support the renewal of existing Program Subscription and Support (S&S) and add new IPLA software programs.

1. Confidentiality

The Parties agree that the Confidentiality terms per the Agreement dated June 26, 2025 shall apply to this Amendment 1.

2. Definitions

The definitions in the Associated Documents shall apply to any capitalized term in this Agreement, unless such term is modified by this Agreement.

3. Contract Term

This Amendment 1 starts on **June 30, 2026** (“**Start Date**”) and remains in effect up to and including **June 30, 2027** (“**End Date**”), unless terminated earlier as provided herein. Client may only purchase ESSO Offerings (as defined below) during the contract term.

4. ESSO Offerings

The offerings that qualify for the terms of this Amendment 1 (“**ESSO Offerings**”) may only be acquired directly from IBM and are as follows:

- a. Products included in Schedule A1 – Products List including any applicable Attachments, which is attached to and made part of this Agreement (the “**Listed Software Products**”), are comprised of the following:
 - i. Products and Programs;
 - ii. IBM Subscription and Support (“**S&S**”) renewals for previously acquired Programs; and
 - iii. IBM Expert Labs Services.

Included in the Option Charges are charges for any applicable S&S, and such S&S has a coverage period up to and including **June 30, 2027** unless otherwise specified in the Schedule A1 – Products List.

5. Verification

The Parties agree that the Verification terms per the Agreement dated June 26, 2025 shall apply to this Amendment 1.

6. Charges

The Option Charges outlined below pertain to this Amendment 1 only.

State of Illinois Fiscal Year	Due Date	Amount Due
2026	6/30/2026	\$444,735.46

The Option Charges do not include any additional amounts incurred pursuant to the section of this Agreement entitled "Verification". The Option Charges are exclusive of any applicable duties, fees and taxes. Client is responsible for any such duties, fees and taxes including, but not limited to, withholding taxes and, if as a result of Client's moving, accessing or using any of the ESSO Offerings across a border, any customs duty, tax, levy or fee (including withholding taxes for the import or export of any such ESSO Offering).

By accepting this Agreement, Client agrees this order is firm and funding is approved and committed. Payment of charges as specified in the Agreement is not contingent upon issuance of a Purchase Order and will be made in accordance with the terms of the Agreement.

The Option Charges are not cancelable except as may be otherwise provided in the section of this Agreement entitled "Termination".

Payments including late payment charges, will be paid in accordance with the State Prompt Payment Act (30 ILCS 540) and rules (74 Ill. Adm. Code 900) when applicable. This shall be IBM's sole remedy for late payments from the State, notwithstanding any payment terms found in any other document produced or provided by IBM. Payment terms contained on IBM's invoice shall have no force and effect.

7. Termination

The Parties agree that the terms per Section 13 (Termination) of the Agreement dated June 26, 2025 shall apply to this Amendment 1.

8. General

The Parties agree that the terms per Section 14 (General) of the Agreement dated June 26, 2025 shall apply to this Amendment 1.

The prices and terms of this Agreement will not become effective unless Client returns a signed copy of this Agreement with Client's order to IBM on or before **June 30, 2026**.



The parties agree that this Agreement, including all Associated Documents and Illinois Secretary of State Contract #26IT103023, is the complete agreement between the parties and replaces any prior oral and/or written communications between them concerning its subject matter. By signing below, the parties agree to the terms of this Agreement and the Associated Documents. If there is a conflict among terms of this Agreement and those of the Associated Documents, for the purposes of this Agreement, those of this Agreement prevail.

Agreed to:
State of Illinois Secretary of State

Agreed to:
International Business Machines Corporation

By _____
Authorized signature

By _____
Authorized signature

Name:

Name:

Position:

Position:

Date:

Date:

Client's IBM Customer Number: 4559016

Client's Address:

2701 S. Dirksen Parkway

Springfield, IL 62723-1000

SCHEDULE A1 – PRODUCTS LIST**Table 1 – Renewal for Previously Acquired IPAA Program S&S and Services**

Item	PA Site	Part Number	Description	Quantity	Coverage
1	7011995	E0DWPLL	IBM Developer for z/OS Authorized User Subscription & Support	10	7/1/2026-6/30/2027
2	7011995	D0PQ0ZX	Expertise Connect Services for DataPower	1	6/30/2026-6/29/2027
3	7011995	D0PQAZX	Expertise Connect Services for DataCap	1	6/30/2026-6/29/2027

Table 2 – New IPLA zOTC Programs

Item	PA Site	Part Number	Description	Quantity	Coverage
1	7011995	5655CE3 License 5655CE4 S&S	IBM z/OS Connect EE V3	2	6/30/2026-6/30/2027
2	7011995	5741A09 License 5741SNS S&S	DirMaint Facility Feature	88	6/30/2026-6/30/2027
3	7011995	5741A09 License 5741SNS S&S	RACF Security Server for zVM	88	6/30/2026-6/30/2027

End of Schedule A1