ORDER FORM # 001

TO SOFTWARE LICENCE AND SUPPORT SERVICES AGREEMENT

Following are the commercial terms and conditions incorporated into the Software Licence and Support Services Agreement having the effective date of the ⌊13⌋ day of ⌊July⌋ 2012 by and between IBM Software Inc. an IBM Company("IBM") and the State of Minnesota, acting through its Commissioner of Commerce ("Licensee") (the "Agreement"). The terms and conditions contained herein are subject in all respects to the terms and conditions of the Agreement, except that in the event of a conflict between the terms of this Order Form and the Agreement, the terms of this Order Form shall govern. This Order Form shall not be effective until executed by Licensee and accepted by an authorized representative of IBM.

1. **Purpose:** Use of the Software licensed pursuant to this Order Form is limited to use as a Health Benefits Exchange for the State of Minnesota, acting through its Commissioner of Commerce and for the Medicaid Eligibility replacement of MAXIS for the Department of Human Services.

2. **Licensed Software and associated Scope of Use, Services and Fees:**

SOFTWARE[1]	Permitted Internal Named Users	Professional Workspace Users	Public Access Users	Total Fees
IBM Cúram Enterprise Framework ™	4000	1600	Yes	Included
IBM Cúram Evidence Broker™	4000	1600	Yes	Included
IBM Cúram Financial Management™	4000	1600	Yes	Included
IBM Cúram Global Medical Assistance	4000	1600	Yes	Included
IBM Cúram Funded Program Management	4000	1600	Yes	Included
IBM Cúram Intelligent Evidence Gathering™	4000	1600	Yes	Included
IBM Cúram Verification™	4000	1600	Yes	Included
IBM Cúram Business Intelligence and Analytics™	4000	1600	Yes	Included
IBM Cúram Citizen Portal™	4000	1600	Yes	Included
IBM Cúram Health Care Bundle™	4000	1600	Yes	Included
Developer Licenses for all products purchased	10	N/A	N/A	Included
Total Software License Fees				$3,300,000.00
IBM SOFTWARE SUPPORT SERVICES				
IBM Standard Support Services (for one (1) year following Order Form Effective Date)				$660,000.00
TOTAL FEES				$3,960,000.00

Licensee agrees and understands that for administrative purposes, Licensor will supply updated IBM product numbers, names and nomenclature for the Software licensed pursuant to this Order Form.

On or before October 31, 2012, and for the Software configuration set forth in paragraph 2 of this Order Form # 001 Licensee may license an additional 1000 Permitted Internal Users and 400 Professional Workspace Users for an incremental Total Fee of $642,000 comprising an additional one time Software License Fee of $535,000 and an annual Software Support Services fee of $107,000 respectively.

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[1] Unless otherwise provided herein, all Software shall be limited to the English language version generally available on the Order Form Effective Date and is licensed for use with English language data.

Licensee acknowledges and agrees that IBM will not be responsible for the implementation of the Licensed Software under this Order Form or the Agreement.

3.   **Specified Operating Environment.** The right to use the Software licensed under this Order Form shall be limited to the following technical environment: |

Linux	

4.   *Designated System. Address:*_____. |

[Identify the location of the system on which the Software may be installed]

5.   **Territory: The State of Minnesota**

6.   **Payment and Terms.**

Subject to sec. 3 A of the Agreement, Licensee shall pay IBM all fees set forth in this Order Form *in USD currency and net thirty (30) days from this Order Form's Effective Date.* Unless otherwise expressly stated in this Order Form or the Agreement, all fees specified herein are non-cancelable and non-refundable. If Licensee at any time during the term of this Agreement exceeds the Scope of Use set forth in this Order Form, the applicable license fee shall be increased in accordance with IBM's then-current price list to reflect Licensee's expanded actual use of the Software.

Notwithstanding the terms of this Agreement or our prior practice, payment is not contingent upon issuance of a Purchase Order by the Licensee. All Licensee approvals required to issue payment have been obtained. The bill to, ship to addresses along with specific ordering information and amounts due under this Agreement are included herein or in other documents related hereto. This order is firm and irrevocable.

7.   **Licensee Contact Information.**

Billing Information	Delivery Information	Legal Notices
Contact: Barb Juelich	Contact: Peter Frank	Contact: Michael Turpin
Address: 85 7th Place East Suite 500 St. Paul, MN 55101-2198	Address: 85 7th Place East Suite 500 St. Paul, MN 55101-2198	Address: 85 7th Place East Suite 500 St. Paul, MN 55101-2198
Telephone:	Telephone:	Telephone:
Email:barb.juelich@state.mn.us	Email: peter.frank@state.mn.us	Email:michael.a.turpin@state.mn.us

8.   **Software Delivery Method.** *All Software shall be made available to Licensee via [email or other electronic means][delivery of magnetic media/CD]*

9.   **IBM Contact Information.**

Support Services Contact	Legal Notices
Contact: Marie Coleman Director Customer Support	Contact: Marko Madzar Legal Department, IBM
Address: 15 Joyce Way, Parkwest Business Park, Dublin 12 Ireland .	Address: 15 Joyce Way, Parkwest Business Park, Dublin 12 Ireland
Telephone: +353 1 432 3000	Telephone: +353 1 432 3000
Email: mcoleman@ie.ibm.com	Email: mmadzar@uk.ibm.com

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date of last signature below.

Accepted and agreed to by LICENSEE:

By: *Department of Commerce*

Signature *Steven E. Carlson*

Printed Name: *Steven E. Carlson*

Title & Organisation: *Deputy Commissioner*

Address: *Department of Commerce*
85 7th Place East
St. Paul, MN 55101

Department of Administration

(Pursuant to Minn. Stat. § 16C.05, subd. 2)

By: _____

Date: *7/14/12*

Effective Date:
ACI: 83002396-v1

Accepted and agreed to by IBM, an IBM Company:

By: Pam Woehrle *for Pam Woehrle*

Signature _____

Printed Name: Pam Woehrle

Title & Organisation:
Vice President, SWG Industry Solutions

Address: IBM
6303 BARFIELD RD NE
ATLANTA, GA, 30528-4233

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