

# Attachment - B

## International Business Machines Corporation

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



Quotation Number: 15737452  
 IBM Contact: Angelo C. Bustamante  
 Phone Number: 1-770-863-1542

08-Mar-2012

SAP Customer Number: 3036614  
 IBM Customer Number: 7074531

Quote Effective Date: 08-Mar-2012  
 Quote Expiration Date: 31-May-2012

Customer:  
 Attn: Tami Ho-Gland  
 PacifiCorp  
 825 NE Multnomah  
 PORTLAND OR 97232  
 UNITED STATES

Payer: 3036614  
 PacifiCorp  
 825 NE Multnomah  
 PORTLAND OR 97232  
 UNITED STATES

Item	Part Number	Quantity	Unit Price	Extended Amount
<b>COGNOS BI POWERPLAY WEB LEGACY PROC ANNUAL SW S&amp;S RNWL</b>				
001	E06BDLL	2	3,904.70	7,809.40
01-Jun-2012 - 31-May-2013				
<b>COGNOS BI POWERPLAY WEB LEGACY USER ANNUAL SW S&amp;S RNWL</b>				
002	E06BELL	1,200	39.05	46,857.80
01-Jun-2012 - 31-May-2013				
<b>COGNOS IMPROMPTU WEB REPORTS LEGACY USER ANNUAL SW S&amp;S RNWL</b>				
003	E06B9LL	400	29.46	11,784.00
01-Jun-2012 - 31-May-2013				
<b>COGNOS IMPROMPTU WEB REPORTS LEGACY PROC ANNUAL SW S&amp;S RNWL</b>				
004	E06BALL	2	3,904.70	7,809.40
01-Jun-2012 - 31-May-2013				
<b>COGNOS QUERY LEGACY PROC ANNUAL SW S&amp;S RNWL</b>				
005	E06B3LL	2	3,904.70	7,809.40
01-Jun-2012 - 31-May-2013				
<b>COGNOS QUERY LEGACY USER ANNUAL SW S&amp;S RNWL</b>				
006	E06B2LL	800	29.46	23,568.00
01-Jun-2012 - 31-May-2013				

Final coverage dates for new license, Software Subscription and Support reinstatement, and Software Subscription and Support renewal part numbers will be based upon IBM's acceptance of the order, and as specified in the applicable agreements, irrespective of the dates which may appear in this quote.

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Item	Part Number	Quantity		Unit Price	Extended Amount
Applicable tax will be recalculated at the time of order processing.					<b>Subtotal in USD: 105,638.00</b> <b>Total in USD: 105,638.00</b>

Original



## Quotation Terms and Conditions

1. The prices listed above are based on the Program(s) being licensed under the terms of the IBM International Program License Agreement ("IPLA") and the License Information ("LI") that can be viewed at <http://www-306.ibm.com/software/sla/sladb.nsf/> and are included with the shipment of the Program, or for electronic delivery included with the product download instructions. Software Subscription and Support (Software Maintenance) is governed by the IBM International Agreement for the Acquisition of Software Subscription and Support ("IAASSS"), which is available upon request. This quotation is expressly conditional on acceptance of such terms. No additional terms will apply without IBM's prior, express written consent.
2. More detailed information about Support can be found in the IBM Software Support Guide, located at <http://techsupport.services.ibm.com/guides/handbook.html>.
3. Price quoted does not include any VAT/GST/sales tax. Applicable sales tax/VAT/GST will be added upon invoicing. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then the End User agrees to pay the amount specified or supply exemption documentation. The End User is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date.\*
4. Changes to the terms of this Quote or the documents referred to herein shall not be valid unless agreed in writing by the End User and IBM. Additional or different terms in any order or written communication from the End User will be void. Please submit your Purchase Order or sign this quotation form to confirm your acceptance of these terms.\*\*
5. Prices set forth in this Quote are valid only through the "Quote Expires" date above. Any discounts offered herein are subject to change if item(s) or quantity ordered do not match those listed in this Quote.
6. Net Payment of the Total Fees is due upon receipt of invoice from IBM. \*\*\*
7. Shipping is FOB Origin.
8. You acknowledge and agree that this transaction is to be conducted in the language of this quote, and agree that the terms of the agreement (including this form and the IPLA, LI and IAASSS) as written are valid and enforceable. \*\*\*
9. IBM shall have the right to verify your compliance with the license terms 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. If you are a Business Partner you will procure that IBM has the right to verify the End User's compliance with the license terms in accordance with this paragraph.
10. Unless otherwise agreed, IBM may make partial shipment of Programs making up one order.
11. This quotation is conditional on satisfactory credit checks being performed and a sufficient credit limit being in place at the time of placing the purchase order ("PO"). In the absence of this, IBM reserves the right to reject the PO, to require up-front payment or require that a satisfactory payment guarantee be put in place prior to processing the PO.
12. This Quote, and the documents referenced herein, including but not limited to the IPLA, LI and IAASSS in Item 1 above, constitute the entire agreement between the parties (and where relevant the End User) in connection with the subject matter includes, and supersedes, merges and voids all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect thereto.

\* For Customers in Brunei, Indonesia, Philippines, Vietnam, Malaysia, Thailand, Hong Kong, Taiwan, or Macau Item 3 is replaced as follows:

3. Price quoted does not include any VAT/GST/sales tax or other local tax. Applicable sales or local tax/VAT/GST will be added upon invoicing. Should you be required under any law or regulation of any government entity or authority, domestic or foreign, to withhold or deduct any portion of the payments due to IBM, then the sum payable to IBM shall be increased by the amount necessary to yield to IBM an amount equal to the sum it would have received had no withholdings or deductions been made. The End User is responsible for any personal property taxes for the Programs, and/or Software Maintenance from the



delivery date.

\* For Customers in Europe, Middle East or Africa Item 3 is replaced as follows:

3. Price quoted does not include any VAT/GST/sales tax. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then you agree to pay the amount specified on the invoice or supply exemption documentation. The end user of the Programs ("End User") is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date.

\* For Customers in Australia Item 3 is replaced as follows:

3. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then the End User agrees to pay the amount specified or supply exemption documentation. The End User is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date. If the rate of GST or other indirect taxes changes, IBM may adjust the charge or other payable to take into account that change from the date the change becomes effective.

\* For Customers in Japan Item 3 is replaced as follows:

3. Price quoted does not include any consumption tax. Applicable consumption tax will be added upon invoicing. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then the End User agrees to pay the amount specified or supply exemption documentation. The End User is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date.

\*\* For Customers in Europe, Middle East or Africa Item 4 is replaced as follows:

4. Changes to the terms of this Quote or the documents referred to herein shall not be valid unless agreed in writing by the End User and IBM. Additional or different terms in any order or written communication from the End User will be void. Please submit your Purchase Order to confirm your acceptance of these terms.

\*\*\* For Business Partner Item 6 is replaced as follows:

6. Net payment due upon receipt or per your Partner Agreement

\*\*\* For Business Partner Item 8 add the following:

Added to 8. Prior to providing any Program(s) to the End user, you will ensure that the terms of each end-user license agreement satisfies the requirements of your Partner Agreement.

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**For customers in the following countries, please sign below for your acceptance of this quote and return with your order.**

Afghanistan, Albania, Algeria, Andorra, Angola, Bahrain, Belgium, Benin, Botswana, Bulgaria, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African republic, Chad, The Democratic Republic of Congo, Cote D'Ivoire, Czech Republic, Djibouti, Egypt, Equatorial Guinea, Eritrea, Ethiopia, France, French Guiana, French Polynesia, Gabon, Gambia, Ghana, Guinea, Guinea-Bissau, Iran, Iraq, Italy, Japan, Jordan, Kenya, Kuwait, Lesotho, Liberia, Libya, Macedonia, Malawi, Mali, Malta, Mauritania, Morocco, Mozambique, Namibia, Netherlands, Niger, Nigeria, Oman, Pakistan, Palestinian Territory, Poland, Qatar, Rwanda, San Marino, Sudan, Swaziland, Syria, United Republic of Tanzania, Togo, Tunisia, Turkey, Uganda, United Arab Emirates, Western Sahara, Yemen, Zambia, and Zimbabwe.

**For customers in the following countries, please sign below for your acceptance of this quote and return with your order. An IBM delegate will need to countersign.**



Argentina, Belize, Bolivia, Bosnia and Herzegovina, Brazil, Chile, China, Colombia, Costa Rica, Croatia, Cuba, Dominican Republic, Ecuador, El Salvador, Guam, Guatemala, Haiti, Honduras, Hungary, Luxembourg, Marshall Islands, Mexico, Federated States of Micronesia, Nicaragua, Northern Mariana Islands, Palau, Panama, Paraguay, Peru, Puerto Rico, Romania, Serbia and Montenegro, Turkmenistan, Uruguay, and Venezuela.

**Agreed to:**  
**'Customer'**

**Agreed to:**  
**Local International Business Machines Delegate**

By \_\_\_\_\_  
Authorized Signature

By \_\_\_\_\_  
Authorized Signature

Name (type or print):

Name (type or print):

Date:

Date: