

**IBM BUSINESS RESILIENCY SERVICES**

**MULTIVENDOR INFORMATION TECHNOLOGY RECOVERY SERVICES  
CONTRACT DOCUMENTS**

**FOR**

**EMPLOYEES RETIREMENT SYSTEM OF  
TEXAS  
200 E 18TH ST  
AUSTIN, TX 78701-1400**

**SUBMITTED BY:**

**Attn: Contract Operations  
IBM Business Resiliency Services  
PO Box 700  
Suffern, NY 10901-0700**

Supplement Number: CFTDB3S  
Package ID: 20200213104339  
Date Generated: 02/13/2020  
This offer is good until: 03/19/2020

**Supplement for Multivendor Information Technology Recovery Services**

The terms of the DIR Contract DIR-TSO-3996, as amended by the parties, ("DIR Contract DIR-TSO-3996"), DIR-TSO-3996 Appendix D – Customer Relationship Agreement, DIR-TSO-3996 Appendix G – IBM Customer Agreement Attachment for Multivendor Information Technology Recovery Services (or an equivalent agreement signed by both parties) and this Supplement for Multivendor Information Technology Recovery Services (this "Supplement") are the complete agreement regarding transactions under DIR Contract DIR-TSO-3996 (together, the "Agreement") apply to this transaction.

**Customer Name and Address**

EMPLOYEES RETIREMENT SYSTEM OF TEXAS  
200 E 18TH ST  
AUSTIN, TX 78701-1400

**REFERENCE NUMBERS**

Attachment: B002126  
Agreement: AJHK184  
Customer: 3068584  
Enterprise: 8799000

**CONTRACT PERIOD**

Start Date: 03/19/2020  
End Date: 03/18/2025

**IBM Address for Notices:**

Attn: Contract Operations  
IBM Business Resiliency Services  
PO Box 700  
Suffern, NY 10901-0700

**SUPPLEMENT**

Number: CFTDB3S  
Effective Date: 03/19/2020  
Revision (yes/no): No  
Renewal (yes/no): No

**Covered Address:**

200 E 18TH ST  
AUSTIN, TX 78701-1400

**Primary Recovery Site**

Boulder, CO

**Monthly Charges**

Total Monthly Charge: \$8,843  
Minimum Total Monthly Charge: \$8,843

**Recovery Charges**

Initial Recovery Charge: \$8,976  
Day(s) Included in Initial Recovery Charge: 2  
Daily Recovery Charge per day thereafter: \$4,530

**Recovery Exercise**

Initial Contract Period Year 1 – Total Hours: 72  
Number of Exercises: 1  
Each subsequent twelve-month period – Total Hours: 72  
Number of Exercises: 1  
Additional Recovery Exercise Time, per 4-hour block: \$2,375  
Additional Recovery Exercise, per Exercise: \$4,751

**Telecommunications**

One-Time Charge: \$0  
Usage charges are billed separately.

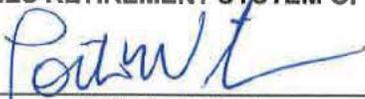
**General**

Work area space allocated at time of Event.

In entering into this agreement, you are not relying upon any representation made by or on behalf of IBM that is not specified in the Agreement or the Attachment, including, without limitation, the actual or estimated completion date, number of hours to provide any of the Services, charges to be paid, or the results of any of the Services to be provided under this Attachment.

IBM agrees to provide the Services described in this Supplement provided you accept this Supplement, without modification, by signing in the space below on or before 03/19/2020.

Agreed to:  
**EMPLOYEES RETIREMENT SYSTEM OF TEXAS**

By   
Authorized signature

Title: *Executive Director*  
Name (type or print): *Porter Wilson*  
Date: *02/26/2020*  
Customer identification number: 3068584

Agreed to:  
**International Business Machines Corporation**

By **e-Signed by Dan Staley**  
Authorized signature

Title: Sales Manager  
Name (type or print): Dan Staley  
Date: 2020-02-25  
Attachment number: B002126

**Supplement for Multivendor Information Technology Recovery Services (Continued)**

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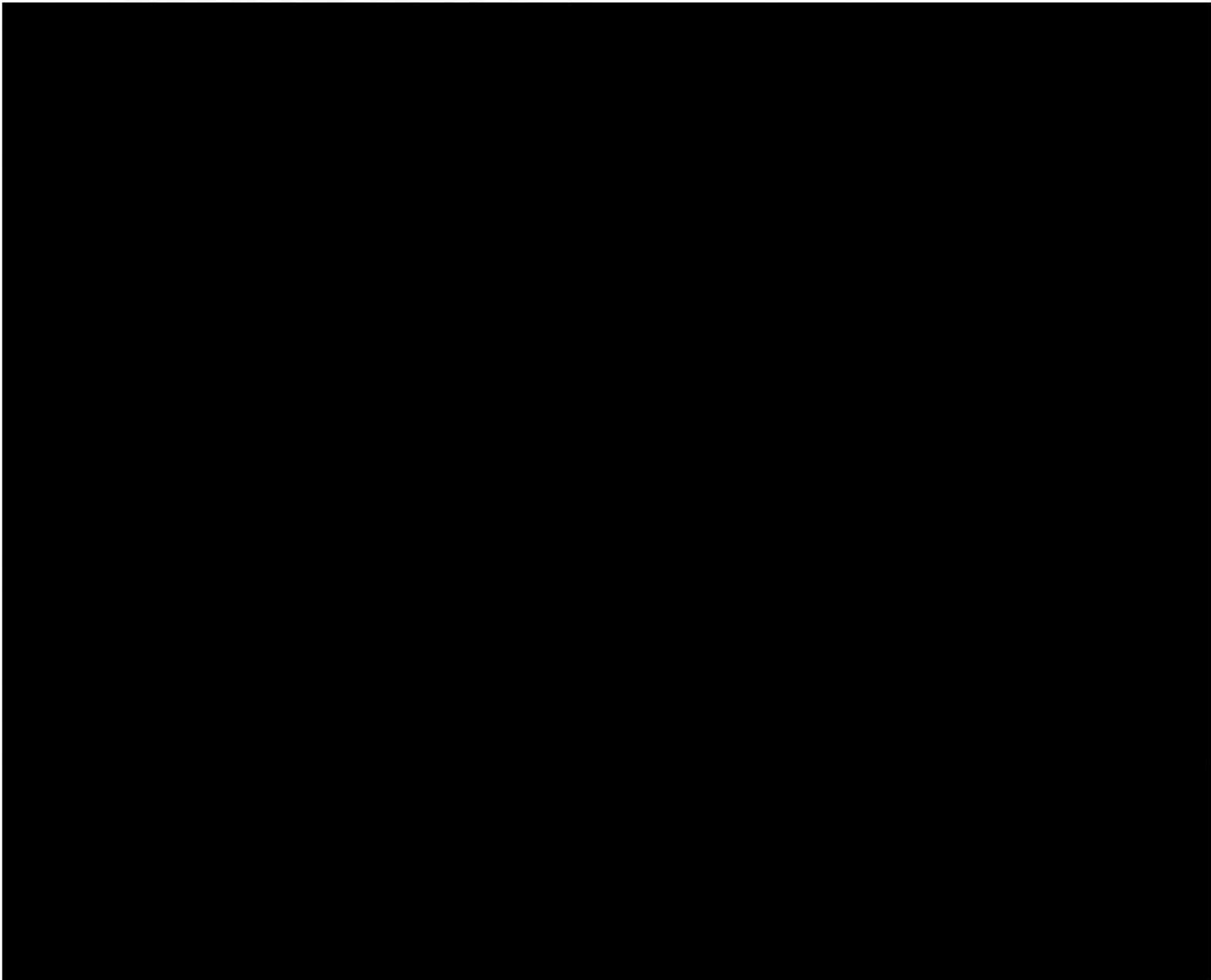
Customer Name: EMPLOYEES RETIREMENT SYSTEM OF TEXAS  
Customer Number: 3068584  
Address: 200 E 18TH ST  
AUSTIN, TX 78701-1400  
Primary Recovery Site: Boulder, CO  
Contract Number: CFTDB3S.0.1.4

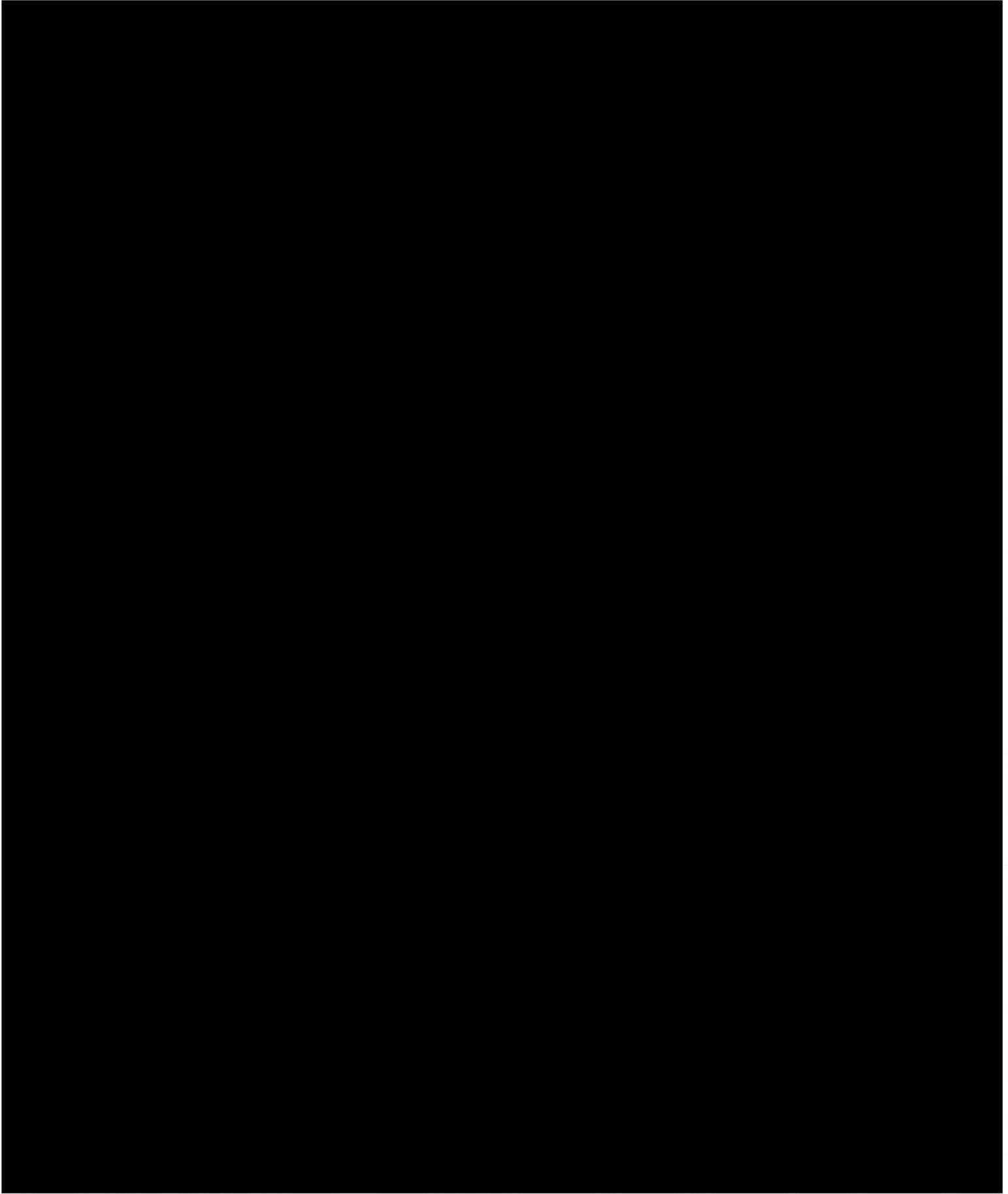
Processor type/model: \_MULTICPU RISC  
System Memory (GB) N/A  
DASD (GB) N/A  
OS Name: AIX

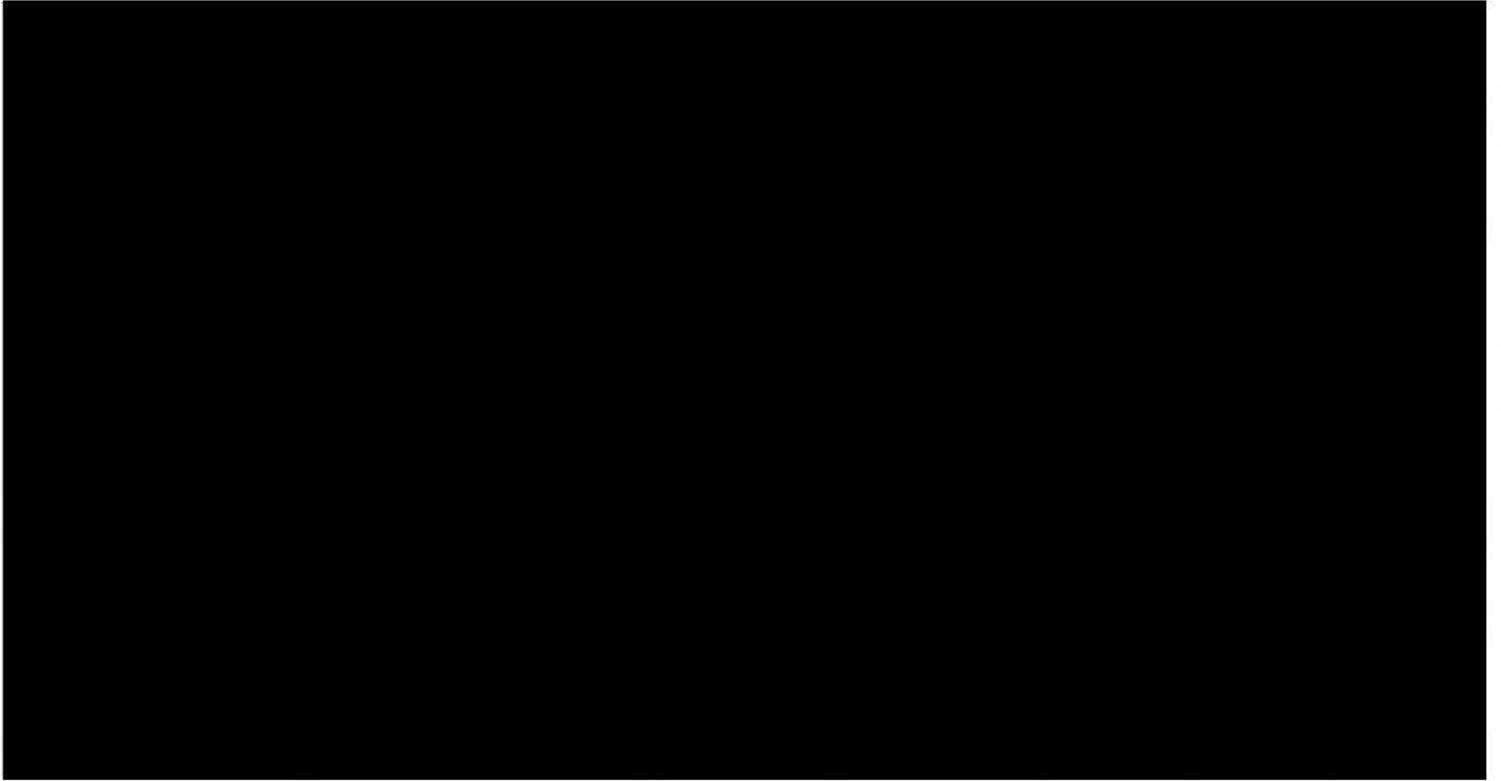
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**Equipment Configuration**

Quantity Or Units	Type	Model	Product Description
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### Addendum for Operating System Restore

**Customer Name and Address**

EMPLOYEES RETIREMENT SYSTEM OF  
TEXAS  
200 E 18TH ST  
AUSTIN, TX 78701-1400

Referenced Attachment No.: B002126  
Supplement No.: CFTDB3S  
Customer No.: 3068584  
Enterprise No.: 8799000

**IBM Address for Notices:**

Attn: Resiliency Services - Contract Operations  
IBM Corporation  
PO Box 700  
Suffern, NY 10901-0700

Addendum Effective Date: 03/19/2020

Revised Addendum: No  
Renewal Addendum: No

**Covered Address:**

200 E 18TH ST  
AUSTIN, TX 78701-1400

**CONTRACT PERIOD--**

Start Date: 03/19/2020  
End Date: 03/18/2025

**pSeries – MKSYSB Restore**

Number of Exercises (Initial Contract Period Year 1): 1  
Number of Exercises (Each Subsequent 12-Month Period): 1  
Number of System Images to be Restored per Exercise: 1  
Additional OSR Charge (per image): \$431

OSR Monthly Charge: See Note 1

Note 1: Included in the Total Monthly Charge for Supplement Number CFTDB3S.

Agreed to: **EMPLOYEES RETIREMENT SYSTEM OF  
TEXAS**

Agreed to: **International Business  
Machines Corporation**

By:   
Authorized Signature

By: e-Signed by Dan Staley  
Authorized Signature

Porter Wilson 2020-02-26  
Name (Type or Print) Date

Dan Staley 2020-02-25  
Name (Type or Print) Date

## DIR-TSO-3996 Appendix D

### Customer Relationship Agreement



DIR Contract DIR-TSO-3996, as amended by the parties, ("DIR Contract DIR-TSO-3996"), this Customer Relationship Agreement (CRA) and Transaction Documents (TDs) are the complete agreement regarding transactions under DIR Contract DIR-TSO-3996 and this CRA (together, the "Agreement") under which Customer may order Programs, Services, Machines and Appliances (collectively IBM Products). TDs, such as service descriptions, order documents, statements of work or supplements, contain specific details related to an order for a Product and there may be more than one TD providing the details of an order. In the event of conflict, DIR Contract DIR-TSO-3996 prevails over this CRA and TD, and a TD prevails over this CRA.

#### 1. Programs

- a. A Program is an IBM-branded computer program and related material available for license subject to the payment of charges. Program details are described in an Attachment called License Information (LI). Programs do not include Machine Code or Project Materials. Programs are copyrighted and licensed (not sold). When IBM accepts an order for a Program, Customer is granted a nonexclusive license to: a) use the Program only up to its authorizations and subject to its LI; b) make and install copies to support such authorized use; and c) make a backup copy. Programs may be used by Customer its authorized employees and contractors only within Customer's Enterprise, and not to provide hosting or timesharing services to any third party. Customer may not sublicense, assign, or transfer the license for any Program. Additional rights may be available for additional fees or under different terms. Customer is not granted unrestricted rights to use the Program nor has Customer paid for all of the economic value of the Program. Certain Programs may contain third party code licensed under separate agreements identified in the LI.
- b. The license granted for a Program is subject to Customer:
  - (1) reproducing copyright notices and other markings;
  - (2) ensuring anyone who uses the Program does so only for Customer's authorized use and complies with the license;
  - (3) not reverse assembling, reverse compiling, translating, or reverse engineering the Program; and
  - (4) not using any of the elements of the Program or related licensed material separately from the Program.
- c. The metric applicable to a Program license is specified in an Attachment or TD. All licenses on a server or capacity based metric must be licensed to the full capacity of the server on which the Program is installed, unless sub-capacity usage is available from IBM and Customer complies with the applicable sub-capacity requirements and terms as set forth in DIR Contract DIR-TSO-3996 and a TD.

#### 2. Services

- a. IBM provides technical, installation, customization and configuration, maintenance, and other services as detailed in Appendix C, Pricing Index of DIR Contract DIR-TSO-3996. The Customer will own the copyright in works of authorship that IBM develops for the Customer under a Statement of Work (SOW) (Project Materials). Project Materials exclude works of authorship delivered to Customer, but not created, under the SOW, and any modifications or enhancements of such works made under the SOW (Existing Works). Some Existing Works are subject to a separate license agreement (Existing Licensed Works). A Program is an example of an Existing Licensed Work and is subject to the Program terms. In any Statement of Work: 1) IBM must specifically identify to Customer any Existing Licensed Works that are or will be incorporated into IBM's deliverables; and 3) IBM must use reasonable efforts to specifically identify to Customer any Existing Licensed Works that will be necessary for Customer's use of the Project Materials to be provided to Customer under the Statement of Work. IBM grants the Customer an irrevocable (subject to Customer's payment obligations), nonexclusive, worldwide license to use, execute, reproduce, display, perform and prepare derivatives of Existing Works that are not Existing Licensed Works. IBM retains an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works of Project Materials, subject to IBM's duties of confidentiality, if any, inherent in the content of the Project Materials.

#### 3. Machines and Appliances

- a. A Machine is an IBM-branded device including its features, upgrades, and accessories. An Appliance is a Program and Machine combination designed for a particular function. Unless otherwise provided, terms that apply to a Program apply to the Program component of an Appliance and terms that apply to a Machine apply to the Machine component of an Appliance. Customer may not use or transfer an Appliance's Program component independently of the Appliance.
- b. Machines and parts removed or exchanged for upgrade, warranty service, or maintenance are IBM property and must be returned to IBM promptly. A replacement assumes the warranty or maintenance status of the replaced part. A Machine may include parts that are not new and in some instances Machines may have been previously installed. Regardless, IBM's warranty terms apply. Customer will promptly install or allow IBM to install mandatory engineering changes. Customer may only acquire Machines for use within Customer's Enterprise in the country where acquired and not for resale, lease, or transfer. Lease-back financing is permitted.

##### 3.2 Machine Code and Built in Capacity

- a. Machines may include Machine Code (MC) and Built in Capacity (BIC). MC is computer instructions, fixes, replacements and related materials, such as data and passwords relied on, provided, used with or generated by MC, that permit the operation of the machine's processors, storage or other functionality. MC is copyrighted and licensed (not sold). IBM only

provides copies, fixes or replacements for MC for Machines under warranty or IBM maintenance, or under a separate written agreement which may be subject to additional charges. Customer agrees that all copies, fixes or replacements for MC will be obtained solely as authorized by IBM. Customer is granted a nonexclusive license to use MC only (i) on the Machine for which IBM provided it, and (ii) to access and use BIC only to the extent paid for by Customer, activated by IBM and subject to the Attachment called IBM Authorized Use Table for Machines (AUT) available from IBM and at [http://www.ibm.com/systems/support/machine\\_warranties/machine\\_code/aut.html](http://www.ibm.com/systems/support/machine_warranties/machine_code/aut.html). BIC is computing resource (e.g., processors, storage and other functionality) that IBM provides for a Machine. Use of BIC may be restricted by contract, technological or other measures. Customer agrees to IBM's implementation of technological and other measures that restrict, monitor and report on use of BIC or MC, and to install any changes IBM provides; provided, however, that IBM shall thoroughly disclose or reference in a Transaction Document any and all such measures to Customer if any such measure will be used to determine charges to Customer. If IBM fails to provide such disclosure to Customer before installation of the product to be measured, then IBM shall not employ such measures to determine charges to Customer until IBM provides such disclosure. Customer may not alter, reverse assemble, reverse compile, translate or reverse engineer the MC, or circumvent or interfere, by any means, with IBM's contractual, technological or other measures that restrict, monitor or report on use of BIC or MC. While Customer's license to MC is in effect, Customer may transfer possession of the entire MC along with all of Customer's rights and obligations only with corresponding transfer of the Machine and a hardcopy of this MC license, and only if the transferee agrees to the terms of this MC license. Customer's MC license terminates immediately upon transfer. This Agreement governs MC and BIC on Machines acquired from another party. Use of BIC in excess of authorizations from IBM is subject to additional charges.

#### 4. Warranties and Post Warranty Support

- a. IBM warrants that Programs used in their specified operating environment conform to their official published specifications. The warranty period for a Program (not the Program component of an Appliance) is one year, or the initial license term if less than one year, unless another warranty period is specified in an Attachment or TD. During the Program warranty period, IBM provides Software Subscription and Support (S&S), entitling Customer to defect correction information, restrictions, bypasses, and new releases and versions IBM makes generally available. Unless Customer elects to discontinue S&S, annual S&S renews at then-current charges as detailed in Appendix C until S&S for a version or release is withdrawn. If Customer elects to continue S&S for a Program at a designated Customer site, Customer must maintain S&S for all uses and installations of the Program at that site.
- b. IBM warrants that it provides Services using commercially reasonable care and skill in accordance with the Statement of Work or TD, including any completion criteria, and that Project Materials will comply with the Statement of Work or TD at the time of delivery. The warranty for a Service ends when the Service ends.
- c. IBM warrants that Machines used in their specified operating environment conform to their official published specifications. For a Machine or Appliance, the warranty period is specified in the Attachment or TD. During its warranty period, IBM will repair or exchange the Machine without charge, as specified in the Attachment. Warranty does not apply to Machines that Customer did not allow IBM to install as required by the TD. Customer may purchase warranty service upgrades and post warranty support where available. For Appliances, post warranty support includes maintenance and S&S.
- d. If a Machine or Program does not function as warranted during its warranty period and IBM is unable to repair or replace it with a functional equivalent, Customer may return it to IBM for a refund of the amount Customer paid (for recurring charges, up to twelve months' charges) and Customer's license or right to use it terminates.
- e. **IBM does not warrant uninterrupted or error-free operation of an IBM Product or that IBM will correct all defects or prevent third party disruptions or unauthorized third party access to an IBM Product. These warranties are the exclusive warranties from IBM and replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose. IBM warranties will not apply if there has been misuse, modification, damage not caused by IBM, failure to comply with instructions provided by IBM, or if otherwise stated in a statement of work or TD. Non-IBM Products are not warranted by IBM but IBM will pass through to Customer any Manufacturer's warranty.**

#### 5. Charges, Payment and Verification

- a. Customer agrees to pay all applicable charges specified for an IBM Product and charges for use in excess of authorizations at Customer's entitled price. Prepaid Services must be used within the applicable period. IBM does not give credits or refunds for any prepaid, one-time charges, or other charges already due or paid.
- b. Upon mutual agreement by both parties, and as reflected in a revised version of Appendix C, Pricing Index of DIR Contract DIR-TSO-3996, IBM may change recurring charges, labor rates and minimum commitments on three months' notice. A change applies on the invoice date or the first day of the charging period on or after the effective date IBM specifies in the notice. IBM may change one-time charges without notice. However, a change to a one-time charge does not apply to an order if i) IBM receives the order before the announcement date of the increase and ii) within three months after IBM's receipt of the order, the product is shipped or made available to Customer.
- c. Customer will i) maintain, and provide upon request, records, system tools output, and access to Customer's premises, as reasonably necessary for IBM and its independent auditor to verify Customer's compliance with the Agreement, including MC and Program licenses and metrics, such as sub-capacity usage, and ii) promptly order and pay for required entitlements (including associated S&S or maintenance) at government pricing as of Contract signature date, and for other contractually binding or legally obligated charges and liabilities determined as a result of such verification (such as taxes), as IBM specifies in an invoice. The auditor will afford Customer an opportunity to review the findings, correct any factual errors and annotate

the findings with Customer's position before they are shared with IBM. These compliance verification obligations remain in effect during the term of any TD and for two years thereafter.

#### **6. Liability and Indemnity**

Liability and Indemnity shall be in accordance with the terms of Section 10. A. and 10. K. of Appendix A of DIR Contract DIR-TSO-3996.

#### **7. Termination**

Termination shall be handled in accordance with Appendix A, Section 11. B. of DIR Contract DIR-TSO-3996.

#### **8. Governing Laws and Geographic Scope**

- a. Each party is responsible for complying with: i) laws and regulations applicable to its business and Content, and ii) import, export and economic sanction laws and regulations, including defense trade control regime of any jurisdiction including the International Traffic in Arms Regulations and those of the United States that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users. Customer is responsible for its use of IBM Products.
- b. Both parties agree to the application of the laws of the State of Texas, United States, without regard to conflict of law principles. The rights and obligations of each party are valid only in the United States and the country where the transaction is performed or, if IBM agrees, the country where the product is placed in productive use, except all licenses are valid in the United States and as specifically granted. IBM will not serve as the exporter or importer of any Content. If any provision of the Agreement is invalid or unenforceable, the remaining provisions remain in full force and effect. Nothing in the Agreement affects statutory rights of consumers that cannot be waived or limited by contract. The United Nations Convention on Contracts for the International Sale of Goods does not apply to transactions under the Agreement.

#### **9. General**

- a. Parties will not disclose confidential information without a separate, signed confidentiality agreement. If confidential information is exchanged in connection with the Agreement, the applicable confidentiality agreement is incorporated into, and subject to, this CRA.
- b. Customer accepts a TD by ordering, enrolling, using, or making a payment for, the product, offering or service. For transactions with a defined renewable contract period, Customer may request that IBM defer the change effective date until the end of the current contract period.
- c. IBM is an independent contractor, not Customer's agent, joint venture, partner, or fiduciary, and does not undertake to perform any of Customer's regulatory obligations, or assume any responsibility for Customer's business or operations. Each party is responsible for determining the assignment of its personnel and all contractors and subprocessors, and for their direction, control, and compensation.
- d. IBM maintains a robust set of business conduct and related guidelines covering conflicts of interest, market abuse; anti-bribery & corruption; and fraud. IBM and its personnel comply with such policies and require contractors and subprocessors to have similar policies.
- e. As used in this paragraph, "Content" includes any information or data Customer may provide, make available or grant access to in connection with IBM providing Services, maintenance, or Program support. Customer is responsible for obtaining all necessary rights and permissions to enable, and grants such rights and permissions to, IBM, and its contractors and subprocessors to use, provide, store and process Content in the Services, maintenance, or Program support. This includes Customer providing required information, making necessary disclosures and obtaining consent, if required, before providing individuals' information, including personal or other regulated information in such Content. Customer is responsible for adequate backup of Content unless the parties have otherwise specifically agreed in Appendix L, Statement of Work Template. If any Content could be subject to governmental regulation or may require security measures beyond those specified by IBM for an offering, Customer will not input, provide, or allow access to such Content unless specifically permitted in the terms of the relevant TD or unless IBM has otherwise first agreed in writing to implement additional security and other measures. Customer warrants that the European General Data Protection Regulation (EU/2016/679 (GDPR) does not apply to the Content it provides IBM.
- f. IBM and its affiliates, and their contractors and subprocessors, may, wherever they do business, store and otherwise process business contact information (BCI) of Customer, its personnel and authorized users, for example, name, title, business phone number, business email address, and postal address for business dealings with them. This provision does not apply to Content, but is included instead to comply with various laws and regulations which necessitate notification and consent for the use of such information in IBM's performance of its obligations under this contract and its applicable Transaction Documents
- g. Account Data (the logon information required to verify an authentication service; it can be the user name, password, and the authentication service which the logon information is stored) is information Customer provides to IBM, other than Content, about Customer or its users that IBM needs to enable Customer's acquisition or use of an IBM Product or information collected concerning such acquisition or use. IBM, its contractors and subprocessors may process, store and use Account Data wherever they do business to enable product features, administer use, personalize experience, and otherwise support or improve use of an IBM Product as described in IBM's Online Privacy Statement.
- h. Assignment of IBM rights to receive payments is subject to Customer's express written consent. This CRA applies to IBM and Customer.

- i. No right or cause of action for any third party is created by the Agreement or any transaction under it. Neither party will bring a legal action arising out of or related to the Agreement more than four years after the cause of action arose. Where approval, acceptance, consent, access, cooperation or similar action by either party is required, such action will not be unreasonably delayed or withheld.

## DIR-TSO-3996 Appendix G

### IBM Customer Agreement

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#### Attachment for Multivendor Information Technology Recovery Services

You accept the terms of this IBM Customer Agreement Attachment for Multivendor Information Technology Recovery Services ("Attachment"), which are in addition to those of the IBM Customer Agreement or any equivalent agreement in effect between you and IBM ("Agreement"), by signing this Attachment.

IBM provides Multivendor Information Technology Recovery Services ("Services") to assist you in preparing for and responding to an Outage Emergency at a Covered Address. As part of these Services, IBM provides equipment and software, support services, telecommunications services, and a facility, in combinations you select and as documented in a Supplement, to assist you in your performance of your critical business and information processing activities in the event of an Outage Emergency.

#### 1. Definitions

**Configuration** – the equipment, software, workspace, and telecommunications services, so designated in a Supplement. What IBM provides may not be identical to the Configuration, however, it will be compatible with, and will offer capacity and functionality equivalent to or greater than that of the Configuration.

**Covered Address** – a location where information processing is performed by or for you, and is identified in a Supplement. This address may represent your facility in a single building, or a physical campus.

**Outage Emergency (also called "Disaster")** – any unplanned interruption of your critical business and information processing at a Covered Address, resulting from causes beyond your control, that significantly impairs your ability to operate your business.

**Recovery Site** – IBM provided facilities used for Recovery Exercises and your recovery. When applicable, IBM will designate in the Supplement a Primary Recovery Site which, if available, is the site we intend you to use.

#### 2. IBM Responsibilities

##### Acceptance of Subscription and Supplement

IBM accepts your order for Services ("Subscription") by issuing a Supplement for the Configuration. Both parties must sign the initial Supplement for a Configuration for the Supplement to be effective.

If the Supplement for a Configuration includes equipment not currently available at the Primary Recovery Site, and IBM cannot provide compatible equipment of equivalent or greater capacity and functionality, IBM will initiate its acquisition process for such equipment immediately following signing of the Supplement. If such equipment is not yet installed when you declare an Outage Emergency, IBM will use commercially reasonable efforts to provide alternate equipment, or the Configuration at another facility.

A request to change any detail of a Supplement requires one (1) month's written notice. If IBM agrees, IBM will confirm the change by sending you, for your signature, a revised Supplement specifying the effective date of the change and the adjusted charge. IBM will not unreasonably withhold its agreement. The adjusted charge will not be less than the Minimum Total Monthly Charge specified in a Supplement. Although IBM requests your signature on a revised Supplement, either your signature or your payment of the adjusted charge or your use of the Services, whichever occurs first after IBM sends you a revised Supplement, constitutes your acceptance of that Supplement.

##### Recovery Exercise Time

You may request that IBM provide time for you to test your recovery plan, procedures and operation (referred to as "Recovery Exercise" or "Exercise"). For each Recovery Exercise, IBM will make the Configuration available to you in contiguous four-hour blocks, scheduled as we mutually agree. You may schedule the number of hours and Exercises as specified in the Supplement (collectively called "Recovery Exercise Allowance"). You agree that IBM may reschedule your Exercise to serve another customer who has declared an Outage Emergency. If you request additional hours or additional Exercises, beyond your annual Recovery Exercise Allowance, IBM will provide it on an "as available" basis for a charge that is specified in the Supplement.

### Recovery

When you notify IBM that you are experiencing an Outage Emergency by calling the toll-free number IBM provides ("Declare"), IBM will begin to prepare, without delay, Recovery Site facilities for your use. You may have immediate access to the Recovery Site IBM makes available to you. IBM will use commercially reasonable efforts to provide the Configuration as soon as you are ready to use it and will provide it no later than twenty-four (24) hours after you Declare.

IBM will provide the Configuration for your use at the Recovery Site for a maximum of six (6) consecutive weeks after you Declare. You will have priority access to the Configuration over any customer, except one who has Declared before you.

### Technical and Operational Support for Recovery and Recovery Exercise

IBM provides a single point of contact who will coordinate support activities prior to, during, and following an "Event" (an Exercise or your recovery). Prior to an Event, IBM will assist in planning and preparation as described in documentation IBM will provide. IBM will create connectivity descriptions and, where applicable, a document that defines how the equipment in your Configuration is mapped to the equipment IBM provides. Prior to the Event, IBM will set up and check out physical connectivity of the equipment to verify that what IBM provides is connected as set forth in the documentation. During an Event, personnel on-site and on-call will assist with problem determination related to the hardware and software IBM provides with the Configuration, and IBM will track issues and problems related to IBM's provision of services during the Event. Following an Event, IBM will participate in a review, at your request. For an Exercise as well as your recovery, a contact person IBM provides will be on-site or on-call twenty-four (24) hours per day from the time you Declare or begin your Exercise until the Event ends.

IBM will provide a work area, as specified in a Supplement, for your use.

### Product Removal

IBM will give you six (6) months' written notice of its intent to no longer provide an item in your Configuration and also not provide a compatible substitute item that offers equal or greater capacity and functionality. In such circumstance, you may terminate the applicable Supplement, upon three (3) months' written notice, within one (1) year of such notification.

## **3. Your Responsibilities**

You agree to:

- a. notify IBM that you are declaring an Outage Emergency by calling the toll-free number IBM provides;
- b. be responsible for determining, on a continuing basis, whether the Configurations specified in the Supplements in effect between you and IBM are sufficient for you to meet your requirements for continuing your business and information processing activities in response to an Outage Emergency at each Covered Address;
- c. be responsible for providing during an Event any equipment, software, workspace, and/or telecommunications services you need that is not included in the Configurations specified in the Supplements in effect between you and IBM;
- d. supply all personnel and appropriately licensed software necessary for an Event, unless otherwise specified in a Supplement;
- e. maintain your system software and operating system(s) that you intend to use for an Event, at a release level for which the manufacturer then currently provides support. Your ability to make use of the Configuration IBM provides may be dependent on your fulfillment of this responsibility;
- f. furnish supplies, materials, and storage media necessary for your Event;
- g. follow procedures and instructions, including those for safety and security, IBM provides you for: (a) scheduling and preparation for Recovery Exercises, (b) an Event, and (c) use of the Recovery Site; and,
- h. remove your data and software from the Configuration following an Event.

## **4. Agreement Period**

The Start Date and End Date of the Agreement Period for a Subscription and the Supplement Effective Date are set forth in the Supplement.

**Renewal**

IBM will issue you a renewal Supplement or give you written notice of IBM's intention not to renew a Subscription at least three (3) months before its End Date. If you intend to renew a Subscription, you must notify IBM in writing at least one (1) month prior to the End Date.

**Termination**

You have the right to terminate a Subscription before its End Date only if IBM has failed to cure, after you have given written notice and reasonable time for IBM to do so, a material breach of IBM's obligations with respect to such Subscription.

**5. Charges**

**Total Monthly Charge**

You agree to pay the Total Monthly Charge, specified in a Supplement, in accordance with Appendix C, Pricing Index of DIR Contract DIR-TSO-3996, for each month of an Agreement Period.

**Recovery Charges**

In addition to the Total Monthly Charge, you agree to pay an Initial Recovery Charge and a Daily Recovery Charge specified in a Supplement. The Initial Recovery Charge is incurred when IBM confirms to you that IBM has scheduled a Recovery Site for your use in response to your declaration of an Outage Emergency. For this charge, IBM makes the Configuration available to you for up to the number of days specified in a Supplement. Thereafter, for each day, or part thereof, that IBM provides you the Configuration, the Daily Recovery Charge applies.

**Additional Charges**

You agree to pay:

- a. any associated charges for telecommunications services you select as specified in a Supplement;
- b. charges for additional hours and Exercises you schedule beyond the annual Recovery Exercise Allowance specified in the Supplement;
- c. charges for operational and technical assistance beyond that described in this Attachment and the applicable Supplement, that IBM agrees to provide during an Event, in response to your written request and authorization;
- d. charges for miscellaneous expenses you incur while at a Recovery Site, for use of items such as supplies, materials, storage media or for use of office equipment. Both Parties agree that only those charges for which you have provided prior approval in writing specifying quantity and cost of miscellaneous expenses will be billed to you; and
- e. charges for your use of telephone and facsimile machines.

**Price Changes**

IBM will not increase the charges for the Configuration and terms specified in a Supplement in accordance with Appendix C, Pricing Index of DIR Contract DIR-TSO-3996, during the first year of an Agreement Period. Thereafter, on subsequent anniversaries of the Start Date of the Agreement Period, IBM may increase such charges by up to five percent (5%).

**6. Limitation of Liability**

If IBM is unable to provide you recovery services as described in the subsection "Recovery" above, and you elect not to accept such services when IBM can provide them, IBM will pay you an amount equal to the Total Monthly Charges you paid under the applicable Supplement for the preceding twelve (12) months. This is your exclusive remedy for failure to provide you such recovery services.

In any other circumstance in which, because of a default on IBM's part or other liability, you are entitled to claim damages from IBM, the terms of the Agreement apply.

**7. Other Terms**

IBM will follow reasonable security practices and procedures to protect your physical assets while they are in Recovery Sites. Such protection includes providing security at the Recovery Site that allows access only to those persons authorized either by IBM or by you and IBM. This security will be in place twenty-four (24) hours a day, seven (7) days a week.

You authorize IBM and its subsidiaries (and their successors and assigns, contractors and IBM Business Partners) to store and use your business contact information wherever they do business, in connection with IBM Products and Services or in furtherance of IBM's business relationship with you.

You agree to be responsible for the content of any database, the selection and implementation of controls on its access and use, backup and recovery and the security of the stored data. This security will also include any procedures necessary to safeguard the integrity and security of software and data used in the Services from access by unauthorized personnel; and be responsible for the identification of interpretation of, and compliance with, any applicable laws, regulations, and statutes that affect your existing systems, applications, programs, or data to which IBM will have access to during the Services including applicable data privacy, export, and import laws and regulations. It is your responsibility to ensure the systems, applications, programs, and data meet the requirements of those laws, regulations and statutes.

Prior to you making facilities, software, hardware, networks or other similar resources available to IBM, you agree to obtain any licenses or approvals for IBM or its subcontractors to use, access, and modify such resources to the extent necessary for IBM to perform the Services, including the development of any Materials. IBM will be relieved of its obligations to the extent your failure to promptly obtain such licenses or approvals adversely affects IBM's ability to perform its obligations. If a third party asserts a claim against IBM as a result of your failure to obtain these licenses or approvals, you agree to reimburse IBM for any costs and damages IBM may reasonably incur in connection with such claim.

**Notices**

All written notices required by this Attachment to be sent to you will be addressed to the customer signatory below, unless and until you inform IBM in writing of a different person and address to which such notices must be sent. All written notices to IBM must be sent to the IBM addressee identified in the applicable Supplement. Any such notices may be sent by electronic means and, as such, will be considered a signed writing. Both you and IBM agree to inform each other of any changes to addressee information within one (1) month of such change.

In entering into this agreement, you are not relying upon any representation made by or on behalf of IBM that is not specified in the Agreement or this Attachment, including, without limitation, the actual or estimated completion date, number of hours to provide any of the Services, charges to be paid, or the results of any of the Services to be provided under this Attachment.

Each of us agrees that the complete agreement between us about Multivendor Information Technology Recovery Services consists of 1) DIR Contract DIR-TSO-3996, 2) this Attachment and its associated Supplement(s) and other Transaction Documents, if any, and 3) the Agreement identified below.

**Agreed to:**  
Customer

By:   
Authorized Signature

Name: <First> <Last> <SF> Porter Wilson  
(Type or Print)

Title: Executive Director  
(Type or Print)

Date: 2020-02-26

Customer Number: <Install C N> 3068584  
Enterprise Number: <Enterprise I> 8799000

**Address:**

<Street I> 200 E 18TH ST  
<City I>, <State I> <ZIP I> AUSTIN, TX 78701-1400

Telephone: <Phone>

e-mail: <Email>

**Agreed to:**

International Business Machines Corporation

By: e-Signed by Dan Staley  
Authorized Signature

Name: Dan Staley  
(Type or Print)

Title: Sales Manager  
(Type or Print)

Date: 2020-02-25

Agreement Number: <Agreement>  
Attachment Number: <Attachment>

**Address:**

Attn: BCRS Contract Operations  
IBM Corporation  
PO Box 700  
Suffern, NY 10901-0700

e-mail: ibmbcrs@us.ibm.com

## **Amendment to the DIR-TSO-3996 Appendix G – IBM Customer Agreement Attachment for Multivendor Information Technology Recovery Services**

Applicable Supplement Number(s): All in U.S.

EMPLOYEES RETIREMENT SYSTEM OF TEXAS ("you") and International Business Machines Corporation ("IBM") agree that the following terms and conditions amend the DIR-TSO-3996 Appendix G - IBM Customer Agreement Attachment for Multivendor Information Technology Recovery Services, specifically for the above Supplement Number(s) (together, this "Amendment") as follows:

1. In Section 2, "IBM Responsibilities", subsection "Product Removal", at the end of the subsection, insert the following new subsection:

### **Communications devices "End of Service" Notice**

You have requested that IBM include one or more communications devices or features, as identified in the table below ("Withdrawn Equipment") as part of the Configuration IBM provides you. The manufacturer has announced that these devices or features were or will no longer be supported as of the date indicated in the table.



For each of these devices that remain in your Configuration then, as of the end of service date above, the following terms apply:

- a. IBM will undertake commercially reasonable efforts to obtain service for the Withdrawn Equipment when required; however, you understand and agree that, in the event there is a device failure (hardware, firmware, microcode, drivers, software, etc.) IBM may not be able to correct the failure;
- b. IBM will not be responsible for any failure of the Configuration to function, or for any degradation of Configuration performance, to the degree such failure is attributable to the Withdrawn Equipment;
- c. no SLA penalties will apply if failure to meet the SLA is attributable to the Withdrawn Equipment; and
- d. you understand and agree that use of equipment that is no longer supported by the manufacturer may introduce security risks and you agree that IBM is not responsible for any security breach that may be attributable to the fact the Withdrawn Equipment is no longer supported by the manufacturer (for example, not receiving microcode or software updates to correct security exposures).

2. At the end of Section 6 "Other Terms", insert the following new subsection:

### **Internet Access**

To allow you to establish a connection to the Internet during an Event, IBM provides access (called "Internet Access Services") from a Recovery Site to an Internet connection location of an Internet Service Provider (called "ISP"). The Internet Protocol (called "IP") address(es) required for Internet Access Services may be supplied by you or by IBM.

#### **IBM Responsibilities for Internet Access**

In providing Internet Access Services, IBM will furnish and/or provide:

- a. local access and network interface equipment for connection from the Recovery Site to the ISP's connection location; and
- b. an edge IP router at the Recovery Site with one wide area network interface and one ethernet interface.

Additionally, when the IP address(es) are supplied by you, IBM will furnish and/or provide:

- a. announcement of your IP addresses greater than or equal to a /24 subnet to the ISP(s) and Internet following your declaration of an Outage Emergency, and upon your request, during a Recovery Exercise; and
- b. upon completion of an Event, termination of such announcement of your IP address(es) to the ISP's Internet network from the Recovery Site.

Your Responsibilities for Internet Access

For IP address(es) you supply, you agree:

- a. that the provisions of this subsection act as written authorization to the ISP(s) that allows IBM to act, upon your request, as your agent with such ISP during the Contract Period for announcement of your IP address(es) to the Internet;
- b. to make arrangements with the ISP(s) to allow your IP address(es) to be announced to the Internet network from both your Covered Address and the Recovery Site during the Contract Period;
- c. to terminate the announcement of your selected IP address(es) from the Covered Address to each ISP Internet network following your declaration of an Outage Emergency or, at your discretion, during a Recovery Exercise;
- d. that performance of Internet traffic redirection is subject to the ISP's scheduled periods of maintenance; and
- e. that these Internet Access Services may not be available to you until you have provided a list of your IP addresses to IBM.

Further, whether IP address(es) are supplied by you or by IBM, you understand and agree:

- a. to provide IBM, in a timely manner, with the configuration information IBM requires to provide Internet Access Services to you;
- b. to provide to IBM technical assistance regarding IBM's provision of Internet Access Services to you, upon IBM's reasonable request;
- c. to provide a focal point who is knowledgeable about your network recovery requirements, and who will be IBM's primary point of contact when IBM provides Internet Access Services to you;
- d. to be responsible for communicating to IBM, in a timely manner, any changes in your Internet environment that may require a modification to the Configuration;
- e. to be solely responsible for use of the Internet Access Service by any party who accesses the Internet Access Service with your account credentials or as made available by you.
- f. that you (including your users and third party suppliers) retain all right, title, and interest in content. You are responsible for obtaining all necessary permissions to use, provide, store, and process content. You are responsible for any violation of law or any third party rights caused by such content or your use of the Service;
- g. that you are not authorized to use the Internet Access Services for any unlawful or inappropriate purposes, such as gambling, obscenity, pornography, violence, misappropriation, unauthorized access or interference, viruses or harmful code, harassment, unsolicited or deceptive messages, or evading filters;

IBM reserves the right to investigate your use of the Internet Access Services for any potential violation of these terms. IBM may suspend or limit your use of the Internet Access Services if 1) in IBM's sole discretion there is an emergency situation, including but not limited to breach of security; or 2) you materially violate the terms for the Internet Access Services.

Prior to taking any such actions, IBM will provide notice to you, specify the actions required and provide an opportunity to cure the cause of such suspension or limitation. However for emergency situations that require immediate actions to prevent harm and protect you, other customers using shared computing components, or IBM's cloud or network environment providing the Internet Access Services, IBM will take immediate and appropriate actions to respond and remedy such situation and provide notice and available information to you as soon as commercially practical.

IBM will reinstate the Internet Access Services once such actions have been taken or the emergency situation has been remedied. If you fail to take such actions required of you within a reasonable time, IBM may terminate the Internet Access Service.

3. At the end of Section 7 "Other Terms", insert the following new subsection:

**Intel Server OS Preload Services**

Under Intel Server OS Preload Services, in conjunction with an Event, IBM will load an operating system onto Intel servers at a Recovery Site.

**IBM Responsibilities - Intel Server OS Preload Services**

Intel Server OS Preload Services will be limited to the activities described in this Subsection, and will be provided on the quantity of Intel Server(s) identified in a Supplement as being subscribed to Intel Server OS Preloads.

As necessary throughout the Contract Period IBM will:

- a. provide you with worksheets on which you will provide technical information IBM requires to provide the Services;
- b. review the completed worksheet's configuration parameters; and
- c. notify you of any Intel Server upgrade or refresh performed at the Primary Recovery Site, so you can make any required modifications to your configuration parameters of the operating system to allow you to make better use of a Recovery Site during an Event.

During an Event, IBM will:

- a. preload the base operating system onto Intel Server(s) at the Recovery Site;
- b. install hardware drivers onto the Intel Server(s);
- c. install applicable operating systems service pack(s); and
- d. turn control of such Intel Server(s) over to you.

**Your Responsibilities - Intel Server OS Preload Services**

You agree to:

- a. within 20 business days of subscribing to Intel Server OS Preload Services, provide IBM with:
  - (1) the completed IBM-provided worksheets via the IBM Resiliency Services website (Customer Connect); and
  - (2) information, on which IBM may rely, relating to IBM's performance of Intel Server OS Preload Services;
- b. as necessary throughout the Contract Period:
  - (1) maintain the IBM-provided worksheets to incorporate any modifications or updates necessary to reflect your current system configuration parameters;
  - (2) provide IBM with requested changes to the IBM-provided worksheets two (2) weeks prior to a scheduled Event or as soon as feasible following your declaration of an Outage Emergency;
  - (3) upon receipt from IBM of notification of upgrades and/or refreshes to the Intel Server(s) at a Recovery Site, provide operating system configuration parameters to IBM that reflect such upgrades and/or refreshes;
- c. during an Event, assume control of the Intel Server(s) at the Recovery Site after IBM completes loading the specified operating system(s) onto them.

**Charges for Intel Server OS Preload Services:**

You agree to pay the Monthly Charge for Intel Server OS Preload Services. Such charge is included in the Total Monthly Charge specified in the Supplement for Multivendor Information Technology Recovery Services.

4. At the end of Section 7 "Other Terms", insert the following one new subsection:

**Operating System Restore**

Under Operating System Restore ("OSR"), IBM will load part of or all of the operating system image(s) you provide onto the Configuration that IBM is providing to you for use during an Event. OSR relates to activities which are your responsibility to perform as part of your Subscription to Multivendor Information Technology Recovery Services, but which IBM agrees to perform for you under this subsection.

IBM will issue an Addendum for Operating System Restore to specify the details for each Subscription for which IBM is to perform OSR.

IBM Responsibilities for Operating System Restore

For the Subscription identified in an Addendum for Operating System Restore, following your declaration of an Outage Emergency and for the number of Exercises specified in such Addendum under "Number of Exercises - Initial Contract Period Year 1" and "Number of Exercises Each Subsequent 12-Month Period", IBM will:

- a. load the operating system you provide onto the Configuration as follows:
  - (1) for a Configuration that includes an RS/6000 machine, and for the number of images specified in the Addendum by "RS/6000 -MKSYSB Restore":
  - (2) using the standard RS/6000 save/restore "MKSYSB" procedures and the backup media you provide to IBM, load your RS/6000 operating system;
  - (3) for a Configuration that includes a Sun machine, and for the number of images specified in the Addendum by "SUN – OS Install":  
"cold" install your operating system from CD-ROM provided by you, and apply patches to your operating system from the CD-ROM provided by you;
  - (4) for a Configuration that includes a HP machine, and for the number of images specified in the Addendum by "HP – IGNITE Restore":  
restore vg00 using the Ignite-UX tape image provided by you, or perform a cold install of vg00 with predefined file system sizes and patch requirements provided by you;
- b. for a Configuration that includes a Compaq/DEC Alpha machine, and for the number of images specified in the Addendum by "Compaq-DEC - OS Restore":  
restore your operating system using the VMS Backup restore software from media provided by you. If restoring Tru 64UNIX, the root disk will be restored via procedures provided by you;
- c. for the duration of such restore, perform the loading of all backup media required to complete this restore;
- d. cable your system(s) to the Local Area Network;
- e. for Compaq/DEC Alpha configurations, boot VMS or Tru 64 UNIX in a minimum mode; and
- f. turn over control of the system(s) to you at the completion of the restore.

Additionally, upon your written request, and for an additional charge (specified in the Addendum as "Additional OSR Charge"), IBM will perform OSR during Exercises and/or on system images in excess of the quantities specified in the Addendum.

Your Responsibilities for Operating System Restore

Under OSR, you:

- a. agree, for each Event, to:
  - (1) provide IBM with the required system software at the current level prior to each scheduled restore. For a Configuration that includes a HP machine, provide IBM with a copy of your operating system in the form of an Ignite-UX tape image, or, if applicable, provide IBM with a copy of your operating system and operating system patches in CD-ROM format, and, create additional volume groups, logical volumes and mount points. For a Sun machine, provide IBM with a copy of your operating system and operating system patches in CD-ROM format;
  - (2) complete and return worksheets that describe your system environment, disk file system structure, and patch requirements; and
  - (3) assume control of the operating system and recover any of your applications and/or data;
- b. agree, at least 24 hours prior to the start of a scheduled Exercise or at the earliest feasible time following your Declaration of an Outage Emergency, to:
  - (1) provide IBM with a written set of detailed restore instructions on which IBM may rely in IBM's performance of OSR;
  - (2) deliver, or provide for the delivery of, all required computer media to the Recovery Site. Such media shall be clearly labeled and/or marked with unique volume identifiers; and

- (3) provide IBM with the name of your representative, who will be available to IBM by telephone to provide IBM information and/or assistance when needed during IBM's performance of OSR;
- c. understand and acknowledge that, for IBM's convenience, IBM may choose to perform OSR prior to the scheduled start time of an Event even though IBM's obligation to perform the OSR begins at the start of the Recovery Exercise Time scheduled for an Exercise, or as soon as feasible following your Declaration of an Outage Emergency;
- d. understand that whether IBM is able to perform OSR, and whether you are able to perform successful exercise or recovery activities during an Event during which OSR are provided depends on many factors that may include, but are not limited to, the following: a) your having conducted one or more prior successful Exercise(s), b) the accuracy, readability and transferability of the data recorded on the backup media you provide IBM, c) the release and PTF/patch level of your operating system, d) the inclusion of additional copies of your recorded backup media for IBM to use in the event any of the primary media you provide IBM are not usable, or are faulty, and e) the effectiveness and clarity of the unique instructions and/or procedures you furnish IBM for IBM's use in the performance of OSR;
- e. understand and acknowledge that rebuilding volume groups and file systems, restoring applications, data, and data bases, and/or system information verification by IBM is not part of OSR; and
- f. warrant that you have the appropriate licenses and authorization to use the software you are requesting IBM to load on your behalf. You also warrant that you have received authorization for IBM to copy such software to the Configuration to which you will have access during an Event. Under no circumstances is IBM liable for any infringements on the license agreements between you and your software providers.

Charges for Operating System Restore

You agree to pay:

- a. the OSR Monthly Charge specified in the Addendum for Operating System Restore. Such charge is included in the Total Monthly Charge specified in the Supplement for Multivendor Information Technology Recovery Services identified in the Addendum for Operating System Restore;
- b. the Additional OSR Charge specified in the Addendum for Operating System Restore (such charge is a per image charge) each time IBM, upon your written request, provides OSR for Exercise Events and/or system images in excess of the quantities specified in such Addendum. IBM will invoice the Additional OSR Charge after the period in which you incur such charge.

5. At the end of Section 7 "Other Terms", insert the following one new subsection:

**Open Systems Imaging Support - System p NIM/NIM2 Restore**

Under this subsection, IBM will use the standard System p save/restore facility and Network Installation Manager ("NIM") procedures to load your System p operating system and to recover "ROOTVG" onto a Configuration that is provided for your use during an Event and that includes a System p machine as part of the Configuration. The provisions of this subsection are applicable whenever: i) "IMAGE NIM" or "IMAGE NIM2" is included in the Configuration, and ii) a corresponding Operating System Restore amendment or Recovery Program Execution Statement of Work is included in a Subscription.

IBM Responsibilities for System p NIM/NIM2 Restore

For each Event, IBM will:

- a. using the standard System p save/restore NIM procedures and the backup images you provide to IBM, load your System p system(s) at the beginning of the Event, using such images; and
- b. turn control of the system over to you at the completion of the restoration.

Your Responsibilities for System p NIM/NIM2 Restore

For each Event, you will:

- a. provide IBM with the required system software at the current level prior to a scheduled Exercise, or as soon as feasible following your declaration of an Outage Emergency;
- b. complete and return worksheets that describe your system environment;
- c. assume control of the operating system and recovery of your other data and/or applications; and

- d. warrant that you have the appropriate licenses and written authorization to use any software you request IBM to load on your behalf. You also warrant that you have received authorization for IBM to copy such software to the Configuration to which you will have access during an Event. You agree that under no circumstances will IBM be liable for any damages relating to the license agreements between you and your software providers.

1. At the end of Section 7 "Other Terms", insert the following one new subsection:

**Open Systems Imaging Support - System p AIX PowerVM Virtual Server Restore**

IBM will use the standard System p AIX PowerVM Virtual Server Restore facility, and the standard System p AIX LVM – Logical Volume Manager Restore facility, to acquire and restore your AIX virtual configuration, file system, and volume group configuration onto a Configuration that is provided for your use during an Event and that includes a System p machine as part of the Configuration. The provisions of this subsection are applicable whenever: i) "AIXPOWRVM VSR" is included in a Configuration, and ii) either "IMAGE NIM" or "IMAGE NIM2" is included in a Configuration, and iii) a corresponding Operating System Restore amendment or Recovery Program Execution Statement of Work is included in a Subscription.

**IBM Responsibilities for System p AIX PowerVM Virtual Server Restore**

For each Event, IBM will:

- a. acquire the virtual configuration from the profile(s) you provide to IBM, using the designated profile capture utility;
- b. recreate the virtual environment using the output of the profile for each event.
- c. if needed acquire the file system and volume group configuration from the profile(s) you provide to IBM, using the designated profile capture utility;
- d. if needed rebuild the file system and volume group configuration at the beginning of such Event; and
- e. turn control of the system over to you at the completion of the restoration.

**Your Responsibilities for System p AIX PowerVM Virtual Server Restore**

For each Event, you:

- f. will install the IBM provided profile capture utility on all servers needed for recovery and per the installation instructions;
- g. will provide IBM with the required system software at the current level prior to a scheduled Exercise, or as soon as feasible following your declaration of an Outage Emergency;
- h. will complete and transmit the profiles(s) that describe Client's AIX virtual configuration using the designated profile capture utility per installation instructions;
- i. acknowledge and agree that your ability to Exercise or recover using the Configuration in the Supplement is dependent upon your prior transmission of current versions of the profiles above; and
- j. will assume control of the operating system and recovery of your other data and/or applications.

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If there is a conflict between the terms and conditions of this Amendment and those of 1) the DIR-TSO-3996 Appendix D—Customer Relationship Agreement, 2) the DIR-TSO-3996 Appendix G – IBM Customer Agreement Attachment for Multivendor Information Technology Recovery Services, or its 3) Supplement(s) and any Addendum(a) and Statement(s) of Work, those of this Amendment prevail. Except as modified by this Amendment the terms and conditions of such Amendment, Attachment, and Supplement(s) and Addendum(a) and Statement(s) of Work for Multivendor Information Technology Recovery Services remain in full force and effect.

Each party acknowledges that it has read this Amendment and any attached Addenda, Supplements, and Statements of Work, understands them, and agrees to be bound by their terms and conditions. Further, both parties agree that the complete agreement between the parties about Multivendor Information Technology Recovery Services will consist of 1) this Amendment including any Addendum(a), Supplement(s), and Statement(s) of Work, 2) the DIR-TSO-3996 Appendix D—Customer Relationship Agreement 3) the DIR-TSO-3996 Appendix G – IBM Customer Agreement Attachment for Multivendor Information Technology Recovery Services and 4) its Supplement for Multivendor Information Technology Recovery Services, and other Supplement(s), Addendum(a) and Statement(s) of Work, if any. This statement of the agreement supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to the subject.

Agreed to:  
EMPLOYEES RETIREMENT SYSTEM OF  
TEXAS

By   
Authorized signature

Title: Executive Director  
Name (type or print): Porter Wilson

Date: 2020-02-26

Customer identification number: 3068584

Customer address:  
200 E 18TH ST  
AUSTIN, TX 78701-1400

Agreed to:  
International Business Machines Corporation

By e-Signed by Dan Staley  
Authorized signature

Title: Sales Manager  
Name (type or print): Dan Staley

Date: 2020-02-25

Attachment number: B002126

IBM address:  
Attn: IBM Resiliency Services - Contract Operations  
IBM Corporation  
P.O. Box 700  
Suffern, NY 10901-0700

Texas Department of Information Resources

DIR SOW ID# ERS-000014

DocuSigned by:  
Hershel Becker  
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Hershel Becker

Chief Procurement Officer

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