

Contract No: [REDACTED]

Bank of England ("Client", also called "Customer", "you" and "your") and IBM United Kingdom Limited ("IBM") agree that the terms and conditions of this [REDACTED]

[REDACTED] The terms of this [REDACTED] allow Client to acquire SSSO [REDACTED] Offerings, as defined below, for one bottom-line price, payable in installments. These installments, make up the Option Charges set forth in the "Charges" Section of this [REDACTED]. Unless otherwise specified, the terms of this [REDACTED] do not alter the terms of the Agreement or any preceding [REDACTED] and those terms and conditions remain in full force and effect unless expressly modified in this [REDACTED].

The terms of this [REDACTED] are in addition to and may modify (for the purposes of this Agreement only) those of the "Associated Documents" which govern the acquisition of the SSSO Offerings. The terms of the Associated Documents are incorporated into this Agreement by reference.

1. Confidentiality

Client understands that the terms of this [REDACTED] (including the price offered to Client as part of this offering) are confidential, and Client agrees not to disclose the terms of this [REDACTED] to any third party (including any agent, advisor, or consultant) without IBM's prior written approval pursuant to an IBM three-way non-disclosure Agreement, unless required by law.

2. Definitions

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

"Active Participant" means a Client that has elected to participate in the IBM Authorized SAM provider program and has met the qualification criteria.

The previous definition of Option Charges is hereby deleted and replaced with the following:

"Option Charges" means the sum of the charges for this [REDACTED].

3. Contract Term

This [REDACTED] starts on the date of signature by the last party ("Start Date") and remains in effect up to and including 31st December 2030 ("End Date"), unless terminated earlier as provided herein. Client may only purchase SSSO [REDACTED] Offerings (as defined below) during the contract term.

4. SSSO [REDACTED] Offerings

The offerings that qualify for the terms of this Agreement ("SSSO Offerings") may only be acquired directly from IBM and are as follows:

Products included in Schedule A4 – 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. Remotely Delivered Services;
- iv. IBM Subscription License programs [REDACTED]

Included in the Option Charges are charges for any applicable S&S with coverage up to and including 31st December 2030 unless otherwise specified in the Schedule A4 – Products List.

5. Associated Documents and Use of SSSO Offerings

The following IBM Agreements comprise the Associated Documents and govern the use of SSSO Offerings:

1. IBM Customer Agreement ("ICA") which governs services;
2. IBM International Passport Advantage Agreement ("IPAA") [REDACTED] which governs IPAA Programs, IPAA Appliances, and associated Subscription and Support;
3. IBM International Program License Agreement ("IPLA"), which governs IPAA Programs.

6. Advanced Support

Client is acquiring Advanced Support ("AS") for certain IPAA Sites (also "Special Support"). Special Support is provided pursuant to the Associated Documents and under the terms and conditions published on the ibm.com/support page at:

<https://www.ibm.com/support/pages/new-ibm-support-offerings>

and <https://www.ibm.com/support/pages/ibm-advanced-support-offering> or

<https://www.ibm.com/support/customer/csol/terms/?id=i126-9789&lc=en>, as applicable.

When acquiring such Special Support Client must acquire support for the Enterprise with coverage up to the AS End Dates listed on Table X.

Table X- Advanced Support

Part Number	Support Part Description	Qty	Scope	Start Date	End Date
ZOPPBLL	IBM Cloud Pak for Integration per Virtual Processor Core Advanced Support 12	[REDACTED]	Enterprise	01/01/2026	31/12/2030

7. Verification

The IBM Authorized SAM Provider Program as applicable governs verification of SSSO Offerings for so long as Client is an Active Participant in one of these programs. If Client is no longer an Active Participant, then the Verification terms herein will apply.

Client may deploy the SSSO Offerings, as permitted by Client's Associated Documents up to the maximum level of use authorizations (quantities) specified in this Agreement. If Client's actual deployment of any of the Listed Software Products has exceeded the specified maximum level of use authorizations (quantities), Client agrees to promptly notify IBM of such excess and to pay separately for such excess as IBM specifies in its invoice, at Client's then-current (1) RSVP level price for Programs made available under the IPAA and (2) suggested retail price for Programs not made available under the IPAA.

Client is responsible for (a) creating and maintaining accurate records of all deployments of SSSO Offerings and of use authorizations (quantities), (b) ensuring that Client does not exceed Client's use authorizations, and (c) remaining in compliance with the terms of this Agreement and the Associated Documents, including, without limitation, all of IBM's applicable licensing and pricing qualification terms (independently or collectively the "License Terms").

Upon reasonable notice, IBM may verify Client's compliance with the License Terms at all sites and for all environments in which Client uses (for any purpose) SSSO Offerings, subject to the License Terms. Such verification will be conducted in a manner that minimizes disruption to Client's business and may be conducted on Client's premises, during normal business hours. IBM may use an independent auditor ("Auditor") to assist with such verification, provided IBM has a written confidentiality agreement in place with such Auditor. Client agrees to provide to IBM and the Auditors accurate written records, system tool outputs (including without limitation the retained SMF 30 subtype 4 records), and other system information sufficient to provide auditable verification that Client's use of all SSSO Offerings is in compliance with the License Terms.

If applicable, for Eligible Cloud Services in which provisioning and access for Client's end users is not handled directly by IBM, Client will i) maintain, and provide upon request, records, system tools output and access to Client's premise, as reasonably necessary, for IBM and its independent auditor to verify Client's compliance with this Agreement, and ii) promptly order any required entitlements and pay additional charges at IBM's then current rates (including uses in excess of Client's authorization or entitlements and other liabilities determined as a result of such verification).

The rights and obligations set forth in this section (Verification) remain in effect during the term of this Agreement and for two years thereafter.

IBM will notify Client in writing if any such verification indicates that Client have used any of the SSSO Offerings in excess of its use authorizations or are otherwise not in compliance with the License Terms. In addition to Client's obligations to pay for any excess use, Client agrees to promptly pay directly to IBM the charges that IBM specifies in an invoice for: (1) S&S for the SSSO Offerings in such excess use for the lesser of the duration of such excess use or two years; and (2) any additional charges and other liabilities determined as a result of such verification.

Unless specifically agreed herein or in another signed agreement in writing between Client and IBM, the licenses for the Programs and S&S acquired under this Agreement may not be used to settle or resolve any software license non-compliance by Client that occurred prior to the Start Date of this Agreement. Further, unless otherwise agreed to by the parties in writing, the licenses for the Programs and S&S acquired under this Agreement may not be used as authorization to deploy Programs prior to the Start Date.

8. Charges

The Option Charges outlined below pertain to this [REDACTED] only. All other Option Charges under the Agreement, including any [REDACTED], remain due pursuant to their terms.

The Option Charges are due on or before the following dates:

[REDACTED]	[REDACTED]

Included in the Option Charges are charges for any applicable S&S with coverage up to and including 31st December 2030 unless otherwise specified in the Schedule A4 – Products List.

The Option Charges do not include any additional amounts incurred pursuant to the section of this Agreement entitled "Verification". The Option Charges and any additional charges beyond the Option Charges incurred pursuant to the section entitled "Verification" 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 moving, accessing or using any of the SSSO Offerings across a border, any customs duty, tax, levy or fee (including withholding taxes for the import or export of any such SSSO Offering).

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

9. Termination

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

10. General

- a. Acquisitions made under this Agreement may not be resold, rented, leased or transferred to third parties.
- b. Each party will identify one point of contact to facilitate communication between the parties and the management of this Agreement.
- c. Client may not transfer or assign this Agreement without the written consent of IBM.

[REDACTED]

- e. Client may not use acquired bundled programs, such as Cloud Paks, or IBM Subscription Licenses to replace IBM S&S.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- g. Processing of Personal Data:

IBM's Data Processing Addendum (DPA) at <http://ibm.com/dpa> and the DPA Exhibit at www.ibm.com/terms/?id=DPA-Exhibit_TSS applies to IBM's processing of personal data on behalf of Client.

The prices and terms of this Amendment will not become effective unless Client returns a signed copy of this Amendment with Client's order to IBM on or before 31st December 2025.

The parties agree that this [REDACTED] including all Associated Documents, is the complete agreement between us and replaces any prior oral and/or written communications between us concerning this subject matter. By signing below, the parties agree to the terms of this [REDACTED] and the Associated Documents. If there is a conflict among

the Software and Services Special Option



terms of this [REDACTED] and those of the Associated Documents, for the purposes of this [REDACTED], those of this [REDACTED] prevail.

Agreed to:
Bank of England

By _____
Authorized signature

Name (type or print):

Position (type or print):

Date:

Agreed to:
IBM United Kingdom Ltd

By _____
Authorized signature

Name (type or print):

Position (type or print):

Date:

SCHEDULE A4 – PRODUCTS LIST

TABLE 1A - S&S ON PREVIOUSLY ACQUIRED IPAA PROGRAMS

S&S PART NUMBER	DESCRIPTION	QUANTITY	S&S START DATE	S&S END DATE
E0PPBLL	IBM Cloud Pak for Integration Virtual Processor Core Annual SW Subscription & Support Renewal 12 Months	█	01/01/2026	31/12/2030
E0256LL	IBM MQ Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	█	01/01/2026	31/12/2030
E0LNALL	IBM MQ Advanced Processor Value Unit (PVU) Annual SW Subscription & Support Renewal 12 Months	█	01/01/2026	31/12/2030
E0LNLLL	IBM MQ Managed File Transfer Agent Install Annual SW Subscription & Support Renewal 12 Months	█	01/01/2026	31/12/2030
E0MCWLL	IBM Transformation Extender Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	█	01/01/2026	31/12/2027
E0MDGLL	IBM Transformation Extender Pack for Financial Payments Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	█	01/01/2026	31/12/2026
E0PPBLL	IBM Cloud Pak for Integration Virtual Processor Core Annual SW Subscription & Support Renewal 12 Months	█	01/01/2026	31/12/2030
E0MCYLL	IBM Transformation Extender for Non Production Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	█	01/01/2026	31/12/2027
E0MDJLL	IBM Transformation Extender Pack for Financial Payments for Non Production Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	█	01/01/2026	31/12/2026
E0PPBLL	IBM Cloud Pak for Integration Virtual Processor Core Annual SW Subscription & Support Renewal 12 Months	█	01/01/2026	31/12/2030

End of Schedule A4

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For more information, contact the Office of the Vice President for Research and Economic Development at 515-294-6450 or research@iastate.edu.

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For more information, contact the Office of the Vice President for Research and the Office of the Vice President for Student Affairs.

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Term	Percentage
Climate change	95
Global warming	92
Green energy	88
Carbon footprint	85
Sustainable development	82
Renewable energy	78
Emissions reduction	75
Green economy	72
Carbon tax	65

100

ANSWER

For more information, contact the Office of the Vice President for Research and Economic Development at 319-273-2500 or research@uiowa.edu.

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