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**AMENDMENT No. 1
TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT BETWEEN
STATE OF MINNESOTA ("STATE"). AND
IBM CORPORATION**

Minnesota HIX Project

MAILROOM

This Amendment No. 1 ("Amendment 1") by and between State and IBM Corporation, amends the Software License and Services Agreement ("The SLSA") bearing the effective date of July 14, 2012, between State of Minnesota, ("Licensee"), and IBM Corporation, ("Licensor"), collectively referred to as the "Parties". This Amendment No. 1 is effective August 20, 2012.

RECITALS

WHEREAS, the Licensee entered into The SLSA and The SSA in order to acquire the Licensor's human services case management software and the Licensor's technical support services, including new software releases and upgrades for use on the State's Health Insurance Exchange Project for the State, acting through its Commissioner of Commerce and for the Medicaid Eligibility replacement of MAXIS for the Department of Human Services ("Project");

WHEREAS, Order Form#001 of The SLSA contains a list of the Software licensed to the Licensee;

WHEREAS, the Licensee's use of the Software is governed by the terms and conditions of the SLSA;

WHEREAS, the Licensor is in the process of developing updates for the IBM Cúram Global Medical Assistance, IBM Cúram Life Event Management, IBM Cúram Intelligent Evidence Gathering, IBM Cúram Verification, IBM Cúram Evidence Broker, and IBM Cúram Citizen Portal Modules ("Pre-Release Artifacts") for Version 6.0.4 and/or 6.0.5 ("V 6.0.4 and/or 6.0.5") of the of the Software; Licensor may also supply updated IBM product and part numbers, names and nomenclature for the Software licensed pursuant to the Order Form with the effective date of July 14, 2012.

WHEREAS, the SLSA entitles the Licensee to receive V_6.0.4 and/or 6.0.5 of the Software and associated updates at no additional cost, in consideration of payment of Support Services fees, when V6.0.4 and/or 6.0.5 is generally released to all Licensor's customers;

WHEREAS, the Licensor has offered, and the Licensee has agreed, to receive the Pre-Release Artifacts before their general release;

WHEREAS, the Pre-Release Artifacts are a test version of V 6.0.4 and/or 6.0.5 of the Software and the Licensor is desirous of having a copy of the Pre-Release Artifacts provided to Licensee at no charge to be evaluated and tested by Licensee prior to their general availability;

NOW, THEREFORE, in consideration of their mutual promises and other valuable consideration, receipt of which is hereby acknowledged, the Parties agree to amend the SLSA as follows:

COVENANTS

1. Pre-Release Artifacts License Grant:

- (a) The Licensor grants the Licensee, and the Licensee accepts, a license to use the Pre-Release Artifacts, subject to:
 - (i) The terms and conditions set out in this Amendment 1; and
 - (ii) The terms and conditions of the SLSA.
- (b) In the event of a conflict between the terms and conditions of Amendment 1 and the SLSA, the terms and conditions of Amendment 1 shall control.



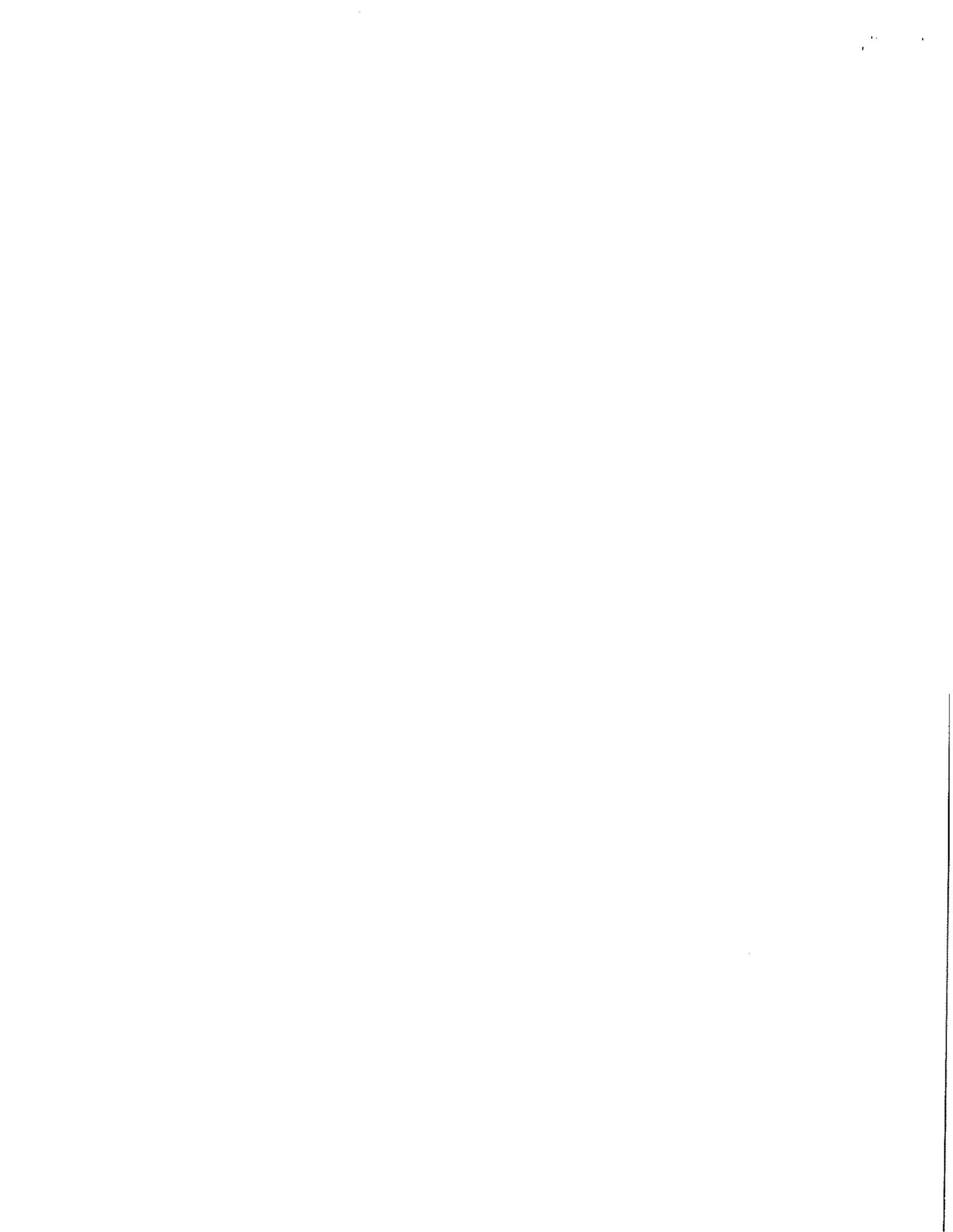
- (c) During the term of this Amendment, the Licensee shall be entitled to use the Pre-Release Artifacts only for test and evaluation purposes (the "Pre-Release Artifacts Test"). The Licensee shall not use the Pre-Release Artifacts in a "live" production environment without the prior written consent of the Licensor. The Licensee agrees that the Pre-Release Artifacts Test usage is for the purpose of developing the Licensee's implementation strategy and approach for the Project and is not a sale, public use, or publication of the Pre-Release Artifacts

2. Rights and Obligations of the Parties:

- (a) The Licensee acknowledges and understands that:
 - (i) Only one (1) copy of each of the Pre-Release Artifacts shall be provided to the Licensee, as and when available, as decided by the Licensor;
 - (ii) The Licensor has no obligation to specify when the Pre-Release Artifacts will be made available to the Licensee; and
 - (iii) The Licensor shall decide in its sole discretion how many Pre-Release Artifacts it shall provide to the Licensee.
- (b) The Licensee understands that the Pre-Release Artifacts may contain defects and may cause unintended or unexpected results, and, therefore, the Licensee is responsible for establishing backup, log, batch, review, and such other procedures and controls as may be necessary to insure the reliability of the Licensee's operations.
- (c) The Licensor is under no obligation to make any changes or modifications to the Pre-Release Artifacts in response to the Licensee's comments and suggestions.
- (d) The Licensor reserves the right, with or without prior notice, to discontinue work on the Pre-Release Artifacts.
- (e) The Licensor reserves the right to revise the Pre-Release Artifacts so they provide different features, features in different combinations, and/or different environment configurations.
- (f) The Licensor does not guarantee compatibility between the Pre-Release Artifacts, the generally released V_6.0.4 and/or 6.0.5___ and the Software currently installed on the Licensee's servers.

3. Limitations on Warranties

THE PRE-RELEASE ARTIFACTS ARE NOT A FULLY TESTED PRODUCT OFFERING, AND HAVE NOT BEEN COMPLETED ACCORDING TO THE LICENSOR'S NORMAL DEVELOPMENT PROCEDURES. THE LICENSEE'S USE OF THE PRE-RELEASE ARTIFACTS IS AT THE LICENSEE'S SOLE RISK; THE PRE-RELEASE ARTIFACTS AND ASSOCIATED DOCUMENTATION, IF ANY, MAY CONTAIN DEFECTS, FAIL TO COMPLY WITH APPLICABLE SPECIFICATIONS, AND PRODUCE UNINTENDED OR ERRONEOUS RESULTS WHEN OPERATED IN COMBINATION WITH OTHER LICENSOR PROGRAMS. CUSTOMER ACCEPTS THE PRE-RELEASE ARTIFACTS "AS IS." THE LICENSOR DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING OUT OF USAGE OF TRADE OR COURSE OF DEALING. LICENSOR SHALL HAVE NO RESPONSIBILITY FOR PROBLEMS IN THE PRE-RELEASE ARTIFACTS CAUSED BY ALTERATIONS OR MODIFICATIONS THERETO, ARISING OUT OF THE MALFUNCTION OF THE LICENSEE'S EQUIPMENT OR OTHER SOFTWARE PRODUCTS NOT SUPPLIED BY THE LICENSOR, OR FOR DELAYS OR INTERRUPTIONS IN THE DELIVERY, INSTALLATION OR OPERATION OF THE PRE-RELEASE ARTIFACTS. THE LICENSEE SHALL BE RESPONSIBLE FOR ANY USE OF THE PRE-RELEASE ARTIFACTS IN THE LICENSEE'S OPERATIONS. THE LICENSEE SHALL BE RESPONSIBLE FOR VERIFYING ANY OUTPUT RESULTING FROM USE OF THE PRE-RELEASE ARTIFACTS IF THE LICENSEE INTENDS TO USE OR RELY ON SUCH OUTPUT FOR BUSINESS PURPOSES. THE LICENSEE SHALL FOLLOW PROPER BACKUP



PROCEDURES FOR ANY OTHER PROGRAMMING AND ALL DATA TO PROTECT AGAINST LOSS OR ERROR RESULTING FROM USE OF ANY OR ALL OF THE PRE-RELEASE ARTIFACTS.

5. Termination of Pre-Release Artifacts License.

- (a) The Licensee's right to use the Pre-Release Artifacts shall terminate on the earlier of:
 - (i) Written notice by either party at any time in accordance with the provisions for notice contained in the SLSA;
 - (ii) The date of general customer availability of V6.0.4 and/or 6.0.5 of the Licensed Programs; or
 - (iii) Upon breach of this Amendment by a party, at which time the other party may give written notice of its desire to terminate this Amendment and the specific grounds for termination and, if the party in default fails to cure the default within thirty (30) days of the notice, the other party may terminate this Amendment.
- (b) Upon termination of the Amendment, the Pre-Release Artifacts and all supporting materials will be returned to Licensor or destroyed and an affidavit shall be supplied to Licensor certifying destruction.
- (c) Confidentiality obligations survive termination of this Amendment.

6. All contract terms not expressly changed by this Amendment remain in full force and effect.

[Signatures Follow on Next Page]



IN WITNESS WHEREOF, the Licensee and the Licensor have executed this Amendment in duplicate originals, with one original being retained by each Party.

IBM Corporation

Signature

Printed Name and Title

[Handwritten Signature]
Date *9/7/12*
Stephen Frank, VP Sales

Licensee

Signature

Printed Name and Title

[Handwritten Signature]
Date *9-12-12*
Steven E. Carlson, Deputy Commissioner

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

Signature

Printed Name and Title

[Handwritten Signature]
Date *9/24/12*
Justin Kaufman, Negotiations Manager

