

## **Enrollment Agreement for South Carolina Public Entities**

This Enrollment Agreement ("Enrollment") is made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Enrollment Date") between International Business Machine Corporation, a corporation organized and existing under the laws of New York, and having its principal office at 1 New Orchard Road, Armonk, New York, 10504-1722 (referred to as "Licensor") and \_\_\_\_\_ (referred to as "Participant"). In this Enrollment, Participant and Licensor may also be referred to collectively as the "Parties."

The Parties agree as follows:

1. Licensees, acting through ITMO, entered into a software licensing agreement with Licensor dated February 7, 2019. This agreement is memorialized in the South Carolina Standard Amendment To End User License Agreements For Commercial Off-The-Shelf Software (hereinafter "SC Amendment"), the Authorized End User License Agreements attached to it, and any other attached exhibits, all of which are collectively referred to in this Enrollment as the South Carolina Software Licensing Agreement ("SCSLA").
2. The definitions provided in the SC Amendment identified above apply to this Enrollment.
3. Participant is either a South Carolina Public Procurement Unit or an Exempted Entity.
4. By executing this Enrollment, Participant becomes a Licensee on the Enrollment Date of this Enrollment.
5. The Parties are bound by the SCSLA.
6. As provided in the SC Amendment, the Parties acknowledge that the SCSLA applies to all licenses of Software licensed from Licensor by a Licensee during the term of this Enrollment, unless the license was acquired pursuant to a Prior Agreement.
7. This Enrollment shall be in effect for one year from the Enrollment Date. On each anniversary of the Enrollment Date, this Enrollment shall automatically renew for a term of one year unless Participant or Licensor sends the other written notice, at least thirty days before the anniversary date, that this Enrollment shall not automatically renew. Notwithstanding the foregoing, this Enrollment expires upon termination or expiration of the SC Amendment. With regard to any particular license of Software, the terms of this Enrollment and the SCSLA shall continue for the duration of the applicable authorized EULA.

8. All notices or other communications regarding this enrollment or the Participant shall be mailed to the following address:

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9. The Parties acknowledge that the SCSLA and this Enrollment do not satisfy any competitive procurement requirements applicable to Participant and do not authorize Participant to pay any funds directly to Licensor. The SCSLA serves only to establish the terms and conditions of any software license properly acquired by Participant from Licensor.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, by their duly authorized agents, each of whom personally warrants that he or she has full and legal authority to enter into this Agreement and to consummate the transactions contemplated hereby.

LICENSOR.

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By:

Its:

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*Name of Participant*

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By:

Its: