

## Sales Quotation



**Quoted by:** <LookupUserName(updateBy)>  
**Date:** <today>  
**Quote Expiration:** <expirationDate>  
**Quote Name:** <name>  
**Quote Number:** <primaryId>

### IBM Security Products:

<fullAddress> Phone: <phoneNumberCustomerPhone>  
Email: <emailAddressCustomer>

<fullAddress> Phone: <phoneNumberResellerPhone>  
Email: <emailAddressReseller>

<fullAddress> Phone: <phoneNumberBillToPhone>  
Email: <emailAddressBillTo>

<fullAddress> Phone: <phoneNumberShipTo>  
Email: <emailAddressShipTo>

Quantity	Product/ Service Code	Description	Unit Price	Extended Price
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<quoteLines>

<quantityQ uoteLine>	<productNumbe rQuoteLine>	<descriptionQuoteLine>	<discountedAgentP rice>	<discountedExte ndedPriceQuoteL ine>
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</quoteLines>

Licenses Total	<productTotal>
Support and Maintenance Total	<grandMaintTotal>
Shipping Total	<grandShippingTotal>
Grand Total	<grandTotal>

<comment>

**Terms:**

- a. By signing the Sales Order Acknowledgement Form attached to this Sales Quotation, Customer confirms that it has read and accepts without modification the terms of the IBM Customer Agreement (the "Agreement") and the Attachment for Support and Maintenance of IBM Security Products (the "Attachment") for this transaction. Customer agrees that when the Sales Order Acknowledgement Form is signed, all IBM Security Products ("IBM Security Products") are subject to the terms of the then current version of the Agreement and Attachment unless a separately accepted version of the Agreement and Attachment is in effect between Customer and IBM. A current version of the Agreement and Attachment is available for review by contacting Customer's IBM representative.
- b. By signing the Sales Order Acknowledgement Form, Customer agrees that disclosures of confidential information, if any, are governed by the then current version of the IBM Agreement for the Exchange of Confidential Information (the "AECI") when the Sales Order Acknowledgement Form is signed, unless a separately accepted version of the AECI is in effect between Customer and IBM. A current version of the AECI is available for review by contacting Customer's IBM representative.
- c. IBM Security Products are invoiced in full upon signing of the Sales Order Acknowledgement Form.
- d. Payment is in accordance with the terms of the Agreement. All fees stated in this Sales Quotation are exclusive of taxes.
- e. Support and Maintenance for IBM Security Products, if any, is provided in accordance with the Attachment and only for the period for which applicable support and maintenance fees have been paid.
- f. IBM warrants a Machine for one year beginning on the date that the Machine is invoiced to the Customer, unless IBM agrees otherwise. Should IBM determine that Customer's Machine needs replacement, IBM will provide a replacement Machine under IBM's Machine Exchange Service terms.
- g. Unless otherwise specified in any applicable Sales Quotation, Programs are generally delivered by supplying Customer with license key data. If Customer has not already downloaded the Program and documentation, it is available for download at <http://www.iss.net/download/>.
- h. Customer is responsible for shipping charges for all IBM Security Products. Applicable shipping charges and insurance fees are included on Customer's invoice. Customer may not return IBM Security Products except for defect or failure to meet the IBM or the manufacturer's warranty as applicable.
- i. Provided that it meets or exceeds the hardware specifications of the ordered model, IBM may deliver a newer Appliance model or one with equal or greater functionality and performance.
- j. Programs are owned by IBM or its licensors, are protected by copyright laws and international treaty provisions, and licensed (not sold). Programs are licensed under the IBM International Program License Agreement (IPLA) available at <http://www-03.ibm.com/software/sla/sladb.nsf>. The license fee for Programs includes a non-exclusive and non-transferable license to use such Programs in accordance with the terms of the IPLA. The fee for each Appliance includes a non-exclusive and non-transferable license to use the preinstalled Programs with the Machine with which it is supplied. Programs may not be removed from the Machine.
- k. Pre-printed or "boilerplate" provisions contained on any written communication from Customer (such as a purchase order) will be deemed deleted and have no effect on either party's rights or obligations.
- l. IBM Security Products are not warranted to operate uninterrupted or error free. New security threats are constantly evolving and no IBM Security Product designed to provide protection from security threats will be able to make network resources invulnerable. IBM accordingly does not warrant Customer's network against security threats, vulnerabilities, unsolicited e-mails and undesirable Internet content and makes only those warranties expressly stated in the Agreement, Attachment, and this Sales Quotation. IBM Security Products are not fault tolerant and are not designed or intended for use in hazardous environments requiring fail-safe operation, including without limitation aircraft navigation, air traffic control systems, weapon systems, life-support systems, nuclear facilities, or any other applications in which IBM Security Products failure could lead to death, personal injury, or property damage. Customer acknowledges IBM Security Products for testing, assessing, scanning or monitoring the security of network resources, including implementation and deployment, may disclose or create problems in the operation of such resources; therefore, The person entering into this Sales Order represent and warrant that (i) they are fully authorized by Customer and the owners of the network resources to do so and (ii) such person and the owners of such network resources understand and accept the risks involved, which in some circumstances could include without limitation, down time, loss of connectivity or data, system crashes or performance degradation.

All correspondence in connection with this Sales Quotation should be faxed and mailed to the sales contact information listed below:

**Sales Contact:**

*IBM China/Hong Kong Limited*

<currentUserAddress>

Tel: <currentUserPhone>

Fax: <currentUserFax>

Attn: <currentUserName>

**This Sales Quotation and all pricing information are confidential. The recipient may use it only for the purpose of determining whether to proceed with the proposed transaction. The recipient may disclose it only to those individuals within the recipient's organization who have a need to know it for the stated purpose.**



## Sales Order Acknowledgement Form

Customer hereby places a Sales Order (as defined below) with IBM for the IBM Security Products specified in Sales Quotation Number **<primaryId>** dated **<today>** which is incorporated herein by reference. IBM will provide such IBM Security Products to Customer in accordance with the terms that are stated in the Sales Quotation. This Sales Order is effective on the date executed by Customer.

If a purchase order is required for payment to be made in connection with this Sales Quotation, Customer will provide such purchase order to IBM concurrent with the execution of this Sales Order Acknowledgement Form (the "Form").

This Form, the Sales Quotation, the Agreement, the Attachment, and, with respect to any disclosure of confidential information, the AECI are collectively referred to as the "Sales Order." The Sales Order is the complete agreement regarding this transaction and replaces any prior oral or written communications between Customer and IBM. In entering into this transaction, neither party is relying on any representation that is not specified in the Sales Order, including without limitation any representations concerning: i) performance or function of any IBM Security Product or system, other than as expressly warranted in the Agreement and Attachment; ii) the experiences or recommendations of other parties; or iii) results or savings Customer may achieve. Once this Form is signed, any reproduction of it or the other Sales Order documents made by reliable means (for example, electronic image, photocopy or facsimile) is considered an original. IBM accepts Customer's Sales Order by providing the IBM Security Products described in the Sales Quotation.

Pre-printed or "boilerplate" provisions contained on any written communication from Customer (such as a purchase order) will be deemed deleted and have no effect on either party's rights or obligations.

Please indicate Customer's agreement with the above by signing this Form in the space provided below. Upon receipt of this Form, IBM will process Customer's Sales Order.

### Agreed to:

*<Customer Legal Name>*

### Agreed to:

*IBM China/Hong Kong Limited*

By \_\_\_\_\_

Authorized signature

By \_\_\_\_\_

Authorized signature

Name (type or print):

Date:

Customer address:

Name (type or print):

Date:

IBM address: