

FORM 51-102F3

Material Change Report

Item 1 Name and Address of Company

DataMirror Corporation
3100 Steeles Avenue East
Suite 1100
Markham, Ontario
L3R 8T3

Item 2 Date of Material Change

July 13, 2007

Item 3 News Release

A press release was issued through Marketwire on the morning of July 16, 2007 and a copy is attached to this report as Schedule A.

Item 4 Summary of Material Change

On July 13, 2007, DataMirror Corporation (“DataMirror” or the “Company”), International Business Machines Corporation (“IBM”) and 2141734 Ontario Inc. (“Sub”), an indirect subsidiary of IBM, entered into an arrangement agreement (the “Arrangement Agreement”) pursuant to which Sub will acquire DataMirror. DataMirror shareholders will receive \$27.00 in cash for each DataMirror common share.

The transaction will be implemented by means of a court-approved plan of arrangement (the “Arrangement”) under the *Business Corporations Act* (Ontario). The Arrangement is subject to the approval of DataMirror shareholders by special resolution. In addition, approval will be required from the Ontario Superior Court of Justice and applicable regulatory authorities.

Item 5 Full Description of Material Change

Overview

On July 13, 2007, DataMirror, IBM and Sub entered into the Arrangement Agreement pursuant to which, subject to the terms and conditions thereof, Sub will acquire all of the outstanding common shares of DataMirror for a price of \$27.00 in cash for each DataMirror common share.

In addition, under the Arrangement each vested option to acquire DataMirror common shares, and each unvested option that is held by a

holder whose employment or position as a director of the Company will terminate upon completion of the Arrangement, or whose terms of employment provide for acceleration of such option upon a change of control of the Company, will be acquired by the Company in return for a cash payment of an amount equal to \$27.00 less the applicable exercise price of such options, and remaining unvested options will be exchanged for replacement options to purchase IBM common shares based on an exchange ratio provided in the plan of arrangement.

The Arrangement will be implemented by means of a court-approved plan of arrangement under the *Business Corporations Act* (Ontario). The Arrangement is subject to the approval of DataMirror shareholders by special resolution approved by not less than two-thirds of the votes cast by DataMirror shareholders at a Special Meeting of shareholders expected to be held on or about August 24, 2007. In addition, approval will be required from the Ontario Superior Court of Justice and applicable regulatory authorities. Closing is subject to certain other conditions.

The Arrangement Agreement has been reviewed by a Special Committee of the Board of Directors of DataMirror and has been unanimously approved by the Board of Directors of DataMirror following the unanimous recommendation of the Special Committee. The Board of Directors of DataMirror has unanimously recommended that shareholders of DataMirror vote in favour of the Arrangement. The Special Committee and the Board of Directors have received an opinion from Orion Securities Inc. that the consideration offered under the Arrangement is fair, from a financial point of view, to DataMirror shareholders and optionholders. The fairness opinion of Orion Securities Inc. will be included in the meeting materials to be sent to DataMirror shareholders. Holders of 2,543,669 DataMirror common shares, representing approximately 40.3% of DataMirror's outstanding common shares, have agreed to vote in favour of the transaction.

Summary of the Arrangement Agreement

The Arrangement Agreement is being filed on the SEDAR website of the Canadian securities administrators (www.sedar.com) concurrently with the filing of this material change report. The following is a summary of certain provisions of the Arrangement Agreement, but is not intended to be complete. Please refer to the Arrangement Agreement for a full description of the terms and conditions thereof. Capitalized terms used herein but not defined have the meanings given in the Arrangement Agreement.

Representations and Warranties

DataMirror has provided certain customary representations and warranties to IBM and Sub in the Arrangement Agreement, and Sub has also provided

certain customary representations and warranties to DataMirror in the Arrangement Agreement.

Conduct of the Company's Business Pending the Effective Date

During the period from the date of the Arrangement Agreement to the Effective Time the Company has agreed to carry on business in the ordinary course consistent with past practice and use commercially reasonable efforts to comply with all applicable Laws and, to the extent consistent therewith, use commercially reasonable efforts to keep available the services of their present officers, software developers and other key employees and to preserve their assets and technology and preserve their relationships with customers, suppliers, licensors, licensees, distributors and others having material business dealings with them and maintain their material franchises, rights and Permits, and not to take certain other actions except with the prior written consent of IBM (not to be unreasonably delayed).

Non-Solicitation Covenants

Termination of Existing Discussions

The Arrangement Agreement requires the Company to cease and cause to be terminated any discussions, negotiations, solicitation, encouragement or activity with any parties (other than IBM and Sub) with respect to any potential Takeover Proposal and request the return or destruction by third parties of any confidential information previously provided in connection therewith. The Company shall not release or permit the release of any third party from any confidentiality, non-solicitation or standstill agreement with the Company to which such third party is a party, or modify or waive the terms thereof.

Non-Solicitation Covenant

The Arrangement Agreement further provides that the Company shall not, nor shall it permit any of its Subsidiaries, or any representatives, to, directly or indirectly, make, solicit, initiate or encourage or take any other action to facilitate any Takeover Proposal or any inquiries or the making of any proposal that is reasonably likely to lead to a Takeover Proposal, or enter into, continue to or otherwise participate in any discussions or negotiations regarding, or furnish to any person any information with respect to, or otherwise cooperate in any way with any person with respect to any Takeover Proposal, except in response to a *bona fide* written unsolicited Takeover Proposal.

Notice to IBM of Takeover Proposals

The Company has agreed, as promptly as possible and in any event within 24 hours after the Company first obtains knowledge of the receipt thereof, to provide oral and written notice to IBM of (i) any Takeover Proposal or any request for information or inquiry that the Company reasonably believes could lead to or contemplates a Takeover Proposal and (ii) the terms and conditions of such Takeover Proposal, request or inquiry (including a copy of any written Takeover Proposal and any subsequent amendment or other modification thereto or to such terms and conditions), and the identity of the person making any such Takeover Proposal, request or inquiry.

Ability to Respond to a Superior Proposal

In response to a *bona fide* written unsolicited Takeover Proposal received by the Company prior to obtaining Shareholder Approval that did not result from the breach of the Company's non-solicitation obligations under the Arrangement Agreement and that the Board of Directors determines in good faith constitutes or is reasonably likely to result in a Superior Proposal, the Company may and may permit and authorize its Subsidiaries to (i) provide access to information with respect to the Company and its Subsidiaries to the person making such Takeover Proposal for a period ending at 5:00 p.m. (Toronto time) on the fifth day after which access is afforded to such person (the "Diligence Period") (provided, however, that the foregoing shall not restrict the ability of such person to continue to review information in its possession to which it was provided access by the Company during the Diligence Period) pursuant to a confidentiality agreement which contains terms that are no less restrictive than those contained in the Confidentiality Agreement dated January 1, 2007 between IBM and the Company (as it may be amended from time to time), provided that all such information had been provided, or is concurrently provided, to IBM, and (ii) participate in discussions or negotiations with the person making such Takeover Proposal regarding such Takeover Proposal, but only if the Company has first sent an executed copy of such confidentiality agreement to IBM, and the Company has provided IBM with a list of, and in the case of information that was not previously made available to IBM, copies of any information to which access was provided to such person. Unless at the end of the fifth day following the end of the Diligence Period such Takeover Proposal constitutes a Superior Proposal, the Company shall immediately cease and cause to be terminated any discussions, negotiations, solicitation, encouragement or activity with the person and request the return or destruction of all confidential information provided to that person.

IBM's Right to Match

Neither the Board of Directors nor any committee thereof shall (a)

withdraw, modify or qualify in a manner adverse to IBM or Sub, or propose publicly to withdraw, modify or qualify in a manner adverse to IBM or Sub, the approval, recommendation or declaration of advisability by the Board of Directors or any such committee of the Arrangement Agreement or the Arrangement, or recommend, or propose publicly to recommend, the approval or adoption of any Takeover Proposal, or resolve or agree to take any such action, or remain neutral with respect to any Takeover Proposal (an “Adverse Recommendation Change”), (b) adopt or approve any Takeover Proposal, or propose the approval or adoption of any Takeover Proposal, or resolve or agree to take any such action, or (c) cause or permit the Company to enter into an Acquisition Agreement +(other than a confidentiality agreement referred to in “Ability to Respond to a Superior Proposal”), or resolve or agree to take any such action, unless at any time prior to the Shareholder Approval, in response to a Superior Proposal, the Board of Directors (i) determines in good faith, after consultation with its outside legal counsel and external financial advisors, that the failure to do so would be inconsistent with its fiduciary duties, and (ii) first provides prior written notice to IBM (an “Adverse Recommendation Change Notice”) that it is prepared to effect an Adverse Recommendation Change in response to a Superior Proposal and (iii) IBM does not make, within five Business Days after the receipt of the Adverse Recommendation Change Notice (the “Matching Period”), a proposal that would, in the reasonable good faith judgment of the Board of Directors (after consultation with its outside legal counsel and external financial advisors) cause the offer previously constituting a Superior Proposal to no longer constitute a Superior Proposal. During the Matching Period, the Company has agreed to (a) negotiate in good faith with IBM regarding any revisions to the terms of the transaction contemplated by the Arrangement Agreement proposed by IBM and (b) cease and cause to be terminated any discussion, negotiations, solicitation, encouragement or activity by the Company or its representatives or agents with the person making the Superior Proposal.

Certain Definitions

For purposes of the Arrangement Agreement, the term “**Takeover Proposal**” means any inquiry, proposal, offer or public announcement from any person (other than IBM or Sub or any affiliate of IBM or Sub) relating to, or that is reasonably likely to lead to, any direct or indirect acquisition, in one transaction or a series of transactions, including by way of any agreement, merger, amalgamation, consolidation, take-over bid, exchange offer, stock acquisition, asset acquisition, binding share exchange, share issuance, business combination, recapitalization, liquidation, dissolution, joint venture, license agreement or similar transaction, of (i) assets or businesses that constitute or generate 10% or more of the total revenue, net income, EBITDA or assets of the Company and its Subsidiaries, taken as a whole, or (ii) 10% or more of the outstanding Shares or any class of shares

in the capital of, or other equity or voting interests in, one or more of the Subsidiaries of the Company which, in the aggregate, directly or indirectly hold the assets or businesses referred to in clause (i).

For purposes of the Arrangement Agreement, the term “**Superior Proposal**” means any binding *bona fide* unsolicited written Takeover Proposal, which did not result from a breach of the non-solicitation covenant of the Arrangement Agreement made by any person (other than IBM or Sub or any affiliate of IBM or Sub) that, if consummated, would result in such person (or in the case of a direct merger between such person and the Company, the shareholders of such person) acquiring, directly or indirectly, 100% of the voting power of the Shares or all or substantially all the assets of the Company and its Subsidiaries, taken as a whole, and (A) which such Takeover Proposal (i) is reasonably capable of being completed without undue delay, taking into account all financial, legal, regulatory and other aspects of such proposal, (ii) is not subject to any financing condition and in respect of which any required financing to complete such Takeover Proposal has been demonstrated to the satisfaction of the Board of Directors, acting in good faith (after receipt of advice from its financial advisors and outside legal counsel), will be obtained, (iii) is not subject to a due diligence and/or access condition and (iv) is, subject to applicable Law, made available to all Shareholders in Canada and the United States on substantially the same terms and conditions and at a price per share in excess of \$28.50 and (B) in respect of which the Board determines in good faith (after receipt of advice from its financial advisors with respect to (y) below and outside legal counsel with respect to (x) below) that (x) failure to recommend such Takeover Proposal to the Shareholders would be inconsistent with the Board’s fiduciary duties and (y) would, taking into account all of the terms and conditions of such Takeover Proposal, if consummated in accordance with its terms (but not assuming away any risk of non-completion), result in a more favourable transaction from a financial point of view to the Shareholders than the Arrangement (taking into account all of the terms and conditions of such proposal and the Arrangement Agreement (including the ability of the parties thereto to consummate the transactions contemplated thereby and any changes to the terms of the Arrangement Agreement proposed by IBM in response to such Superior Proposal or otherwise)).

Termination

Termination by Mutual Consent

The Arrangement Agreement may be terminated at any time prior to the Effective Time by the mutual written consent of the Company, IBM and Sub.

Termination by IBM or the Company

Either IBM or the Company may terminate its obligations under the Arrangement Agreement by written notice to the other party if:

- (a) the Arrangement shall not have been consummated by the Termination Date for any reason, provided that this termination right is not available to any party whose action or failure to act has been a principal cause of or resulted in the failure of the Arrangement to occur on or before such date and such action or failure to act constitutes a breach of the Arrangement Agreement;
- (b) any Legal Restraint having the effect of preventing the consummation of the Arrangement shall be in effect and shall have become final or nonappealable; or
- (c) the Special Meeting shall have been held and the Shareholder Approval shall not have been obtained thereat or at any adjournment or postponement thereof.

Termination by the Company

The Company may terminate its obligations under the Arrangement Agreement by written notice to IBM if:

- (a) prior to obtaining the approval of the Arrangement Resolution by the Shareholders, the Board has effected an Adverse Recommendation Change in compliance with the procedures set forth in the Arrangement Agreement and (ii) concurrently with such termination the Company enters into an Acquisition Agreement with respect to a Superior Proposal and pays the Termination Fee; or
- (b) the Company is not in material breach of its obligations under the Arrangement Agreement and IBM shall have breached any of its representations or warranties or failed to perform any of its covenants or other agreements contained in the Arrangement Agreement, which breach or failure to perform (i) would give rise to the failure of certain conditions set forth in the Arrangement Agreement and (ii) is incapable of being cured by IBM by the Termination Date or, if capable of being cured by IBM by the Termination Date, IBM does not commence to cure such breach or failure within 10 Business Days after its receipt of written notice thereof from the Company and diligently pursue such cure thereafter.

Termination by IBM

IBM may terminate its obligations under the Arrangement Agreement by written notice to the Company if:

- (a) the Company has delivered an Adverse Recommendation Change Notice or an Adverse Recommendation Change has occurred;
- (b) IBM is not in material breach of its obligations under the Arrangement Agreement and the Company shall have breached any of its representations or warranties or failed to perform any of its covenants or other agreements contained in the Arrangement Agreement, which breach or failure to perform (A) would give rise to the failure of certain conditions set forth in the Arrangement Agreement and (B) is incapable of being cured by the Company by the Termination Date or, if capable of being cured by the Company by the Termination Date, the Company does not commence to cure such breach or failure within 10 Business Days after its receipt of written notice thereof from IBM and diligently pursue such cure thereafter; or
- (c) IBM is not in material breach of its obligations under the Arrangement Agreement and any Legal Restraint that is reasonably likely to effect, directly or indirectly, among other things, the consummation of the Arrangement or the ability of IBM to effectively control any of the business or operations of the Company or its Subsidiaries shall be in effect and shall have become final and nonappealable.

Termination Fee

The Company will be required to pay to IBM the sum of \$5,000,000 (the "Termination Fee") if, prior to the Effective Date any of the following occur (a "Termination Fee Event"):

- (a) A Takeover Proposal has been publicly made known to the Company, is made directly to the Shareholders or any person publicly announces an intention to make a Takeover Proposal or a Takeover Proposal otherwise becomes widely known to the Shareholders and (i) thereafter the Arrangement Agreement is terminated by either IBM or the Company because the Arrangement has not been consummated by the Termination Date or because Shareholder Approval was not obtained at the Special Meeting and (ii) prior to the date that is 12 months after such termination, the Company or any of its Subsidiaries enters into any Acquisition Agreement with respect to any Takeover Proposal or any Takeover Proposal is consummated (solely for purposes of this paragraph, the term

“Takeover Proposal” shall have the meaning set forth in the definition of Takeover Proposal except that all references to 10% shall be deemed references to 30%).

- (b) The Arrangement Agreement is terminated by IBM in the event the Company has delivered an Adverse Recommendation Change Notice or an Adverse Recommendation Change has occurred.
- (c) The Arrangement Agreement is terminated by the Company, prior to obtaining the approval of the Arrangement Resolution by the Shareholders if the Board has effected an Adverse Recommendation Change in accordance with the procedures set out in the Arrangement Agreement and concurrently with such termination the Company enters into an Acquisition Agreement with respect to a Superior Proposal.

Please refer to the Arrangement Agreement for a full description of the terms and conditions thereof.

Arrangements with Directors, Officers and Others

Upon completion of the Arrangement, non-management directors will resign and cease to be directors of the Company, and certain officers and related parties have agreed to cease employment under separation agreements with IBM Canada Limited in return for certain termination payments. Such persons will receive cash payment, as described above, for all vested and unvested options held by them.

In addition, certain other officers of the Company have entered into transition or retention arrangements with IBM Canada Limited which contemplate certain milestone payments being made over a specified period following completion of the Arrangement. Such persons will receive cash payment, as described above, for all vested (and, in one case, unvested) options held by them, and remaining options will be exchanged for replacement options to purchase common shares of IBM, as described above.

These arrangements will be described in the management information circular to be prepared and mailed by DataMirror to shareholders in advance of the Special Meeting of shareholders.

Support Agreements

All of the directors and certain officers of the Company (collectively, the “Supporting Shareholders”), who hold in aggregate 2,543,669 Shares representing approximately 40.3% of the outstanding Shares of the

Company, have entered into support agreements (“Support Agreements”) with IBM and Sub concurrently with the Company entering into the Arrangement Agreement.

Each of the Supporting Shareholders has irrevocably agreed to, among other things, vote the Shares owned by the Supporting Shareholder in favour of the Arrangement Agreement and, if requested by IBM, appoint a person designated by IBM to attend and act on behalf of the Supporting Shareholder at the Special Meeting.

The Support Agreements automatically terminate on the earlier of the Effective Time and the termination of the Arrangement Agreement in accordance with its terms. Additionally, each Support Agreement may be terminated by the Supporting Shareholder party thereto if: (i) either of IBM or Sub is in default in any material respect of any covenant contained in the Support Agreement, or in the event that any of the representations and warranties made by either of IBM or Sub in the Support Agreement is not true and correct in all material respects as of the date when made, and in each case has not been cured following notice thereof in accordance with the provisions of the Arrangement Agreement; (ii) the Effective Time does not occur by the date that is 30 days after the Termination Date; or (iii) the Arrangement Agreement is amended in any manner that is materially prejudicial to the interests of the Supporting Shareholder without the prior written consent of the Supporting Shareholder.

Item 6 Reliance on subsection 7.1(2) or (3) of National Instrument 51-102

Not applicable.

Item 7 Omitted Information

Not applicable.

Item 8 Executive Officer

For further information, please contact Peter Cauley, Chief Financial Officer, at 905.415.0310

Item 9 Date of Report

July 23, 2007

Schedule A
Press Release

IBM to Acquire DataMirror to Deliver Real-Time Information On Demand

ARMONK, NY and MARKHAM, ONTARIO-July 16, 2007 -- IBM (NYSE: IBM) and DataMirror Corporation (TSX: DMC) today announced an agreement for IBM to acquire DataMirror, based in Markham, Canada. Under the Arrangement Agreement, IBM will acquire all of the outstanding DataMirror common shares at a price of C\$27.00 per common share payable in cash, amounting to total consideration of approximately C\$170 million (approximately \$161 million USD).

DataMirror is a provider of technology that identifies and captures data that has been added, updated or deleted and allows the changed data to be delivered in real time to processes, applications and databases, ensuring that continuous, accurate and trusted information is available for decision-making.

"Organizations need the ability to capture and use information in real-time to help them make better business decisions, better serve their customers and increase operational efficiencies," said Ambuj Goyal, general manager, IBM Information Management. "The combination of DataMirror technology and IBM information management software will help customers bring real-time data analysis closer to actual business processes, allowing them to be more competitive and to generate more value from their information."

"IBM's global reach and industry leading integration solutions will rapidly expand the impact of DataMirror software," said Nigel Stokes, chief executive officer and founder, DataMirror. "This transaction represents a validation of the hard work of the DataMirror team over the last ten years, and an opportunity for our customers to continue to leverage our unique solutions."

The acquisition of DataMirror will further IBM's cross-company Information on Demand business initiative, aimed at capturing the growing market opportunity for enabling customers to use information as a competitive and strategic business asset. IBM's strategy is to provide customers with the data they need--when they need it--to help them quickly respond to changing market demands, rapidly identify new business opportunities, and improve business results.

For example, with DataMirror technology, a retailer can incorporate information from point of sale systems into a data warehouse in real-time and automatically trigger important business decisions and events, such as replenishing low stock based on current sales and inventory figures. Likewise, a telecommunications company's billing system information can be integrated into customer resource management systems for a near real-time view of customers.

Following completion of the acquisition, IBM intends to:

- Integrate DataMirror's product offerings into IBM's Information Management Software unit led by General Manager Ambuj Goyal.
- Employ DataMirror software to support IBM Information Server, IBM's first-of-a-kind information integration platform, making it easier for clients to apply real-time data integration techniques from a single platform across their businesses.

- Utilize DataMirror technology to bring heterogeneous real time change data capture to clients.

DataMirror has approximately 220 employees and more than 2,200 customers including Debenhams, FedEx Ground, First American Bank, Priority Health, Tiffany & Co., and Union Pacific Railroad.

The acquisition is subject to shareholder and regulatory approvals and customary closing conditions. It is anticipated to close in the third calendar quarter of 2007.

The desire by businesses to access, manage and deliver information more efficiently is driving rapid change in the information technology marketplace. Companies grappling with business demands are striving to capture and integrate information in a more seamless, real-time fashion across their enterprises. The combination of IBM and DataMirror allows both sets of customers to utilize DataMirror's industry leading data-change event capture technology together with the industry's most powerful information integration platform, IBM Information Server, delivering more value to customers by allowing information integration to be driven at the speed of business.

About IBM

For more information about IBM, go to <http://www-306.ibm.com/software/data/>

About DataMirror

DataMirror, a leading provider of real-time data integration and data protection solutions, improves the integrity and reliability of information across all of the systems that create and store data. DataMirror's flexible and innovative integration solutions allow customers to easily and continuously detect, translate, and communicate all information changes throughout the enterprise. DataMirror helps customers make better decisions by providing access to the continuous, accurate information they need to take timely action and move forward faster. More than 2,200 companies have gained tangible competitive advantage from DataMirror software. DataMirror is headquartered in Markham, Canada, and has offices around the globe. For more information, visit www.datamirror.com.

Information About the Transaction

This transaction reflects significant value for DataMirror shareholders, representing a premium of 19.42 percent over the twenty-day volume weighted average trading price of C\$22.61 for DataMirror common shares on the Toronto Stock Exchange.

The Arrangement Agreement has been reviewed by a Special Committee of the Board of Directors of DataMirror and has been unanimously approved by the Board of Directors of DataMirror following the unanimous recommendation of the Special Committee. The Board of Directors of DataMirror unanimously recommends that the shareholders vote in favour of the transaction. PageMill Partners, LLC acted as financial advisor to DataMirror, and the Special

Committee and the Board of Directors have received an opinion from Orion Securities Inc. that the consideration offered under the transaction is fair, from a financial point of view, to DataMirror shareholders. The fairness opinion of Orion Securities Inc. will be included in the meeting materials to be sent to DataMirror shareholders. Holders of 2,543,669 DataMirror common shares, representing approximately 40.3% of DataMirror's outstanding common shares, have agreed to vote in favour of the transaction.

The transaction will be carried out by way of a statutory plan of arrangement. Subject to court approval, the transaction must be approved by not less than two-thirds of the votes cast by DataMirror shareholders at a special meeting of shareholders expected to be held on or about August 24, 2007. Closing is subject to certain other conditions, including receipt of applicable regulatory approvals.

Shareholders may obtain a copy of the Arrangement Agreement, management information circular, and other meeting materials when they become available at www.sedar.com.

Forward Looking Statements

This news release contains certain statements that constitute forward-looking information within the meaning of applicable Canadian securities laws, Section 27A of the United States Securities Act of 1933, as amended, and Section 21E of the United States Securities Exchange Act of 1934 ("forward-looking statements"). Forward-looking statements also include, without limitation, statements regarding expectations, beliefs, intentions, circumstances or strategies regarding the future and all statements regarding possible events, conditions or results of operations that are based on assumptions about future economic conditions and courses of action. Such forward-looking statements involve known and unknown risks, uncertainties and other factors including but not limited to: (1) DataMirror's and IBM's ability to close the transaction in the time period anticipated, if at all, which is dependent upon the parties' ability to receive the requisite regulatory approvals and to comply with the closing conditions to the transactions, some of which are beyond the control of DataMirror and/or IBM; and (2) the functionality, characteristics, quality and performance capabilities of DataMirror's products and technology; results achievable and benefits attainable through deployment of DataMirror's products and provision of services; and the ability of DataMirror's products to help companies identify, capture and use information. These forward-looking statements speak only as of the date on which they are made, are not guarantees of future performance, and involve certain risks, uncertainties and assumptions that are difficult to predict. Therefore, actual outcomes and results could materially differ from what is expressed, implied, or forecasted in such forward-looking statements. Forward-looking statements are based on management's current plans, estimates, projections, beliefs and opinions.

Neither DataMirror nor IBM, nor any of their associates or respective directors, officers or advisers, provides any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this news release will actually occur. You are cautioned not to place undue reliance on these forward-looking statements.

Other than in accordance with its legal or regulatory obligations, neither DataMirror or IBM is under an obligation and expressly disclaim any intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

For more information on the risks and uncertainties relating to forward-looking statements please refer to DataMirror's filings with Canadian provincial securities regulators including the Annual Information Form and Management's Discussion & Analysis for fiscal year ended 2007. The forward-looking statements are to be subject to the safe-harbor provided by the Private Securities Litigation Reform Act of 1995.