

**CITY CLERK  
ORIGINAL**

C-7813  
10/27/11

**MICROSOFT ENTERPRISE AGREEMENT**

This Microsoft Enterprise Agreement ("Agreement") is entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and SHI International Corp., a New Jersey Corporation, ("SHI") as of October 27, 2011.

**RECITAL**

- A. City intends to acquire rights to use certain Microsoft licenses (the "Software").
- B. The State of Arizona procured the Software from SHI, a value-added reseller of certain Microsoft software.
- C. The State of Arizona made the Software procured from SHI available to the City and other public agencies in Arizona.
- D. City desires to acquire, and SHI is willing to sell, licenses to the Software.
- E. City and SHI desire to memorialize their agreement with this document.

**AGREEMENT**

1. SHI acknowledges that the City is purchasing the Software pursuant to Arizona State Contract No. ADSPO11-007500 ("State Contract"). City will enjoy all the rights and remedies available to the State of Arizona under the State Contract.
2. City and SHI understand that certain forms and agreements from Microsoft ("Microsoft Forms") must be signed and agreed to by the City before the City can receive the Software from SHI and Microsoft. This Agreement authorizes the City's Chief Information Officer to consent or sign the Microsoft Forms and submit to SHI for further processing, if necessary. Upon receiving the signed Microsoft Forms from the City's Chief Information Officer, SHI will promptly forward the signed Microsoft Forms to Microsoft.

[SIGNATURES ON NEXT PAGE]

"City":

City of Glendale,  
an Arizona municipal corporation

*Ed Beasley*  
Ed Beasley, City Manager

ATTEST:

*Camille Herrera*  
City Clerk (SEAL)

APPROVED AS TO FORM:

*[Signature]*  
City Attorney

"SHI"

SHI International Corp., a New Jersey  
corporation

*Natalie Castagno*  
Name: Natalie Castagno  
Title: contract specialist

**EXHIBIT A**

**Microsoft Enterprise Agreement – Government Pricing**

MICROSOFT ENTERPRISE AGREEMENT

Licensed software and products

Quantity	Part Number	Description
		Core Device CAL SA
1370	W06-01069	Core Device CAL Bridge to Office 365 SA
200	U3J-00027	SQL Device CAL SA
1570	359-00792	Office 365 Plan E1 User Subscription
200	TPA-00001	Exchange Online Kiosk User Subscription
		Annual Add-on Products for above referenced licenses and subscriptions
1	810-04760	SQL Server Enterprise – SA
843	6VC-01253	Windows Remote Desktop Services Device CAL – SA
7	6VC-01251	Windows Remote Desktop Service Device CAL – L&SA

**EXHIBIT B**

**SHI Electronic Document Submission Authorization**

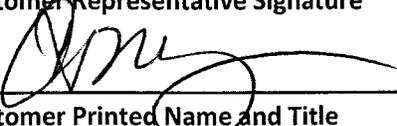


## Electronic Document Submission Authorization

By signing below, you agree that the accompanying contract documentation is authorized to be submitted to Microsoft Licensing, G.P. via electronic means.

Additionally, you acknowledge and consent that:

- The electronically submitted version of the contract document(s) is a legally binding arrangement, and that no other copies of the agreement will be processed.
- Upon execution by Microsoft, the contract documentation will be returned to you with an original Microsoft signature on your non-original signature document.

Customer Name
City of Glendale
Customer Representative Signature 
Customer Printed Name and Title CHARLES MURPHY, CITO
Date 10-27-2011

**EXHIBIT C**

**SHI Document Revision Authorization**



## Document Revision Authorization

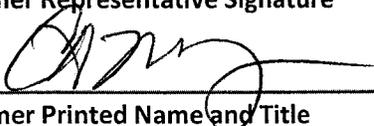
By signing below, you agree to allow the SHI Microsoft Contracts Audit Team to make necessary cosmetic changes and minor revisions to your Microsoft Documentation Package including, but not limited to, the following:

- Correcting typographical errors
- Adding/correcting previous enrollment / agreement numbers and or expiration dates
- Adding/correcting amendment ID numbers

(Your Microsoft Document Package may include some of the following documents: Enrollment Paperwork, Previous Enrollment Forms, Amendments, etc.)

Additionally, you acknowledge that:

- You will be notified of any and all change(s) the SHI Microsoft Contracts team makes while submitting your Enrollment to Microsoft.
- Changes made by the SHI Microsoft Contracts team will **NOT** alter any terms and/or conditions of your agreement **nor** will these changes alter the pricing for your Enrollment.

Customer Name
City of Glendale
Customer Representative Signature 
Customer Printed Name and Title CHARLES MURPHY
Date 10-27-2011

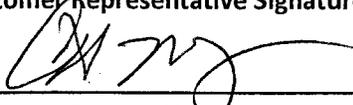


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- Upon execution by Microsoft, the contract documentation will be returned to you with an original Microsoft signature on your non-original signature document.

<b>Customer Name</b> City of Glendale
<b>Customer Representative Signature</b> 
<b>Customer Printed Name and Title</b> CHARLES MURPHY C.I.T.O
<b>Date</b> 10-27-2011



## Document Revision Authorization

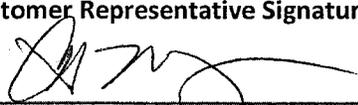
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- You will be notified of any and all change(s) the SHI Microsoft Contracts team makes while submitting your Enrollment to Microsoft.
- Changes made by the SHI Microsoft Contracts team will **NOT** alter any terms and/or conditions of your agreement **nor** will these changes alter the pricing for your Enrollment.

<b>Customer Name</b> City of Glendale
<b>Customer Representative Signature</b> 
<b>Customer Printed Name and Title</b> CHARLES MURPHY
<b>Date</b> 10.27.2011

## Program Signature Form

MBA/MBSA number

Agreement number **01E60922**

SGN- **000-nancyca1-S1243**

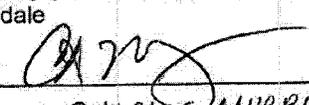
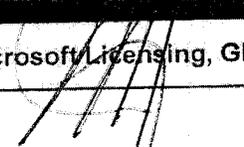
**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	X20-01112
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
Adding Enterprise Online Svcs Amendment	W21 (new)
Other Enterprise Products Amendment	M37 (new)
Grace Period Amendment	M55 (new)
Document Description	Document Number or Code
Document Description	Document Number or Code

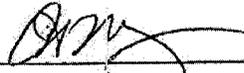
By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	Microsoft Affiliate
Name of Entity (must be legal entity name) * City of Glendale	Microsoft Licensing, GP
Signature * 	Signature 
Printed Name * CHARLES MURPHY	Printed Name Mesfin Felleke
Printed Title * CITO	Printed Title Program Manager, Compliance
Signature Date * 10.27.2011	Signature Date <b>OCT 28 2011</b> <small>(date Microsoft Affiliate countersigns)</small>

<b>Tax ID</b>	<b>Effective Date</b> 8-1-2011 <small>(may be different than Microsoft's signature date)</small>
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\* indicates required field

Optional 2<sup>nd</sup> Customer signature or Outsourcer Signature (if applicable)

Customer	Outsourcer
<b>Name of Entity (must be legal entity name) *</b> CITY OF GLENDALE	<b>Name of Entity (must be legal entity name) *</b>
<b>Signature *</b> 	<b>Signature *</b>
<b>Printed Name *</b> CHARLES MURPHY	<b>Printed Name *</b>
<b>Printed Title *</b> CITO	<b>Printed Title *</b>
<b>Signature Date *</b> 10.27.2011	<b>Signature Date *</b>

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form. If no media form is included, no physical media will be sent.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Licensing, GP**  
Dept. 551, Volume Licensing  
6100 Neil Road, Suite 210  
Reno, Nevada 89511-1137  
USA

<b>Prepared By: Name of Preparer</b>	
<b>Email of Preparer</b>	



Volume Licensing Customer,

Welcome to the Microsoft Volume Licensing Program. Enclosed is your copy of your new Volume Licensing Agreement with Microsoft, which is now in effect with your company.

By now you should have received an email notification from Microsoft regarding acceptance of the terms and conditions of your Volume Licensing Agreement. The email notification contains current contract information such as licensing pools, participant contact information, and more.

In addition to the electronic email acceptance letter, you should have received a second email from Microsoft, with information regarding an online resource called Volume Licensing Service Center (VLSC), which contains detailed and confidential information regarding your Microsoft Volume Licensing account, including transaction history, product downloads, and Volume Licensing Product Keys.

If you have not received your electronic acceptance notification or VLSC instructions please contact your Large Account Reseller or Enterprise Software Advisor for assistance.

Keep this contract in a secure location. It is important that you understand all of the terms and conditions contained within, and can access the information if questions arise.

Thank you,

Microsoft Licensing, GP

Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>	[Redacted]	Proposal ID	[Redacted]
Previous Enrollment number <i>(Reseller to complete)</i>	[Redacted]	Earliest expiring previous Enrollment end date	7/31/11

<sup>1</sup> If consolidating from multiple previous Enrollments with Software Assurance, complete the multiple previous Enrollment form and attach it to this Enrollment. Enterprise Products can only be renewed from a Qualifying Enrollment. Additional Products can be renewed from any previous Enrollment with Software Assurance.

**This Enrollment must be attached to a signature form to be valid.**

This Microsoft Enterprise Enrollment is entered into between the entities as of the effective date identified in the signature form. Customer represents and warrants that it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified above.

This Enrollment consists of (1) this document, (2) the terms of the Enterprise Agreement identified on the signature form, and (3) any supplemental contact information form or multiple previous enrollment form that may be required. If Customer's Enterprise Agreement is a version 6.4 or earlier, the Desktop Terms and Conditions are incorporated by reference.

All terms used but not defined are located at <http://microsoft.com/licensing/contracts>. In the event of any conflict the terms of this agreement control.

**Effective date.** If Customer is renewing Software Assurance from one or more previous Qualifying Enrollments, then the effective date will be the day after the first Enrollment expires. Otherwise the effective date will be the date this Enrollment is accepted by Microsoft.

If renewing Software Assurance, the Reseller will need to insert the previous Enrollment number and end date in the respective boxes above.

**Term.** This Enrollment will expire 36 full calendar months from the effective date. It could be terminated earlier or renewed as provided in the Microsoft Enterprise Agreement. Microsoft will advise Customer of the renewal options before it expires.

**Product order.** The Reseller will provide Customer with Customer's Product pricing and order. Prices and billing terms for all Products ordered will be determined by agreement between Customer and the Reseller. The Reseller will provide Microsoft with the order separately from this Enrollment.

**Qualifying systems Licenses.** All desktop operating system Licenses provided under this program are upgrade Licenses. *No full operating system Licenses are available under this program.* If Customer selects the Desktop Platform or the Windows Desktop Operating System Upgrade & Software Assurance, all Qualified Desktops on which the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at <http://microsoft.com/licensing/contracts>. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of the order. That list is more extensive at the time of the initial order than it is for some subsequent true-ups and system refreshes during the term of this Enrollment.

*For example, Windows XP Home Edition or successor Products are not qualifying operating systems.*

## 1. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (\*) indicate required fields. By providing contact information, Customer consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <http://licensing.microsoft.com>.

- a. **Primary contact information:** The Customer of this Enrollment must identify an individual from inside its organization to serve as the primary contact. This contact is the default administrator for this Enrollment and receives all notices unless Microsoft is provided written notice of a change. The administrator may appoint other administrators and grant others access to online information.

**Name of entity (must be legal entity name)\*** City of Glendale  
**Contact name\* First** David **Last** Atchison  
**Contact email address\*** Datchison@glendaleaz.com  
**Street address\*** 6830 N 57<sup>th</sup> Drive  
**City\*** Glendale **State \*** AZ **Postal code\*** 85301  
**Country\*** USA  
**Phone\*** 623-930-2909 **Fax**  
**Tax ID** (if applicable)

- b. **Notices and online administrator:** This individual receives online administrator permissions and thus may grant online access to others. This contact also receives all notices.

Same as primary contact

**Name of entity (must be legal entity name)\*** City of Glendale  
**Contact name\* First** John **Last** Hurley  
**Contact email address\*** JHurley@GlendaleAZ.com  
**Street address\*** 6830 N 57<sup>th</sup> Drive  
**City\*** Glendale **State \*** AZ **Postal code\*** 85301  
**Country\*** USA  
**Phone\*** 623-930-2890 **Fax**

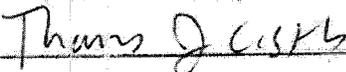
This contact is a third party (not the Customer). Warning: This contact receives personally identifiable information of the Customer.

- c. **Language preference:** Select the language for notices. English
- d. **Microsoft account manager:** Provide the Microsoft account manager contact for this Customer.  
**Microsoft account manager name:** Mike Klee  
**Microsoft account manager email address:** Michael.Klee@microsoft.com
- e. If Customer requires a separate contact for any of the following, attach the Supplemental Contact Information form. Otherwise, the notices contact remains the default.
- Additional notices contact
  - Software Assurance manager
  - Subscription manager
  - Online Services manager
  - Customer Support Manager (CSM) contact
- f. Is a purchase under this Enrollment being financed through MS Financing?  Yes,  No.

**g. Reseller information**

Reseller company name\* SHI International Corp  
Street address (PO boxes will not be accepted)\* 33 Knightsbridge Rd  
City\* Piscataway State \* NJ Postal code\* 08854  
Country\* USA  
Contact name\* Thomas Castles  
Phone\* 888-764-8888  
Fax  
Contact email address\* msteam@shi.com

The undersigned confirms that the information is correct.

Name of Reseller* SHI International Corp
Signature* 
Printed name* Thomas Castles
Printed title* Licensing Specialist
Date* 10/28/2011

**Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with one another, Customer must choose a replacement. If Customer intends to change the Reseller, it must notify Microsoft and the former Reseller, in writing on a form provided at least 90 days prior to the date on which the change is to take effect. The change will take effect 90 days from the date of Customer's signature.

**2. Defining your Enterprise.**

Use this section to identify which Affiliates are included in the Enterprise. Customer's Enterprise must consist of entire government agencies, departments or legal jurisdictions, not partial government agencies, departments, or legal jurisdictions. (Check only one box in this section.)

- Only you (and no other affiliates) will be participating
- Customer and all Affiliates are included (excluding new Affiliates with which you consolidate in the future)
- The following Affiliates are excluded

**3. Establishing Customer price level.**

The price level indicated in this section will be the price level for the initial Enrollment term for all Enterprise Products ordered and for any Additional Products in the same pool(s). The price level for any other Additional Products will be level "D".

Qualified Desktops: Customer represents that the total number of Qualified Desktops in its Enterprise is, or will be increased to, this number during the initial term of this Enrollment. (This number must be equal to at least 250 desktops).	1570
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**Qualified Users:** Customer represents that the total number of Qualified Users in its Enterprise is, or will be increased to, this number during the initial term of this Enrollment (This number must be equal to at least 250 users).

1570

Number of desktops/ users	Price level
250 to 2,999	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Price level (for pools in which Customer orders an Enterprise Product):	Qualified Desktop	Qualified User
		D

Price level (for pools in which Customer does not order an Enterprise Product): **Price level "D"**

**4. Enterprise Product orders.**

Customer must select a desktop platform or any individual Enterprise Product before it can order Additional Products. The CAL selection must be the same across the Enterprise. The components of the current versions of any Enterprise Product are identified in the Product List.

**Enterprise Product Selection**

Please choose the Enrolled Affiliate's desktop option (Select 1):

Enterprise Desktop with MDOP     Enterprise Desktop  
 Professional Desktop with MDOP     Professional Desktop  
 Custom Desktop or Individual Enterprise Product Component(s):

Select at least 1 component. (For full platform, Windows Desktop, Office, and Client Access License components must all be selected.)

Windows Desktop (Includes Windows Desktop Operating System Upgrade and Windows VDA): <Select One>  
 Office: Office Professional Plus  
 Client Access License: Core CAL

For any Client Access Licenses, please indicate whether licensing by Desktop or User: Desktop

Unless stated/indicated otherwise, Microsoft will invoice Customer's Reseller in 3 equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and thereafter on the anniversary of the Enrollment. All subsequent new Additional Products and true-ups are billed in full.

## Enterprise Enrollment

### Amendment ID M55

000-nancyca-S1243

For the purposes of this Amendment, "Entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Notwithstanding anything to the contrary or in addition to any terms in the Enrollment, the Enrollment is amended as follows:

Entity may submit a renewal order no later than 90 days after the expiration date of Enrollment/Authorization number 9523088, so long as the effective date of Entity's renewal order starts one day following the expiration of the previous term.

In the absence of this Amendment or an on-time renewal order, Entity loses the opportunity to renew Software Assurance, and Subscription Licenses may be impacted.

**This Amendment must be attached to a signature form to be valid.**

**Enterprise Enrollment Product Selection Form – Add  
Other Enterprise Products Amendment  
Amendment ID M37**

000-nancycal-S1243

The following selection is added to the Product Selection Form under "Other Enterprise Products".  
These Products do not contribute to Price Level determination.

<input checked="" type="checkbox"/> Other Enterprise Products			Quantity
<input type="checkbox"/>	One Note		
<input type="checkbox"/>	Project		
<input type="checkbox"/>	Project CAL	<Choose>	
<input type="checkbox"/>	Windows RMS CAL	<Choose>	
<input checked="" type="checkbox"/>	SQL CAL	Device	1570
<input type="checkbox"/>	RDS CAL	<Choose>	
<input type="checkbox"/>	Visio		

**This Amendment must be attached to a signature form to be valid.**

## Enterprise Enrollment Amendment – Adding Enterprise Online Services (New and Renewal) – State and Local Amendment ID W21

000-nancyca-S1243

This amendment ("Amendment") is entered into between the parties as of the effective date identified on the signature form. It amends the Enterprise Enrollment. Except for changes made by this Amendment, the Enrollment remains unchanged and in full force and effect. This Amendment shall automatically terminate upon any termination or expiration of the Enrollment. This Amendment must be accompanied by a Product Selection form.

### **Terms and Conditions**

#### **1. Definitions.**

Capitalized terms used but not defined in this Amendment will have the meanings provided in the Agreement and Enterprise Enrollment. The following definitions are used in this Amendment:

"Customer Data" means all data, including all text, sound, or image files that are provided to Microsoft by, or on behalf of, Enrolled Affiliate through Enrolled Affiliate's use of the Online Services.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products may only be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"License" means Enrolled Affiliate's right to use the quantity of a Product ordered. For certain Products, a License may be available on a subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses under this agreement.

"Online Services" means the Microsoft-hosted services identified in the Online Services section of the Product List.

"Product" means all software, Online Services and other web-based services, including pre-release or beta versions, identified on the Product List.

"Qualified Device" means any personal desktop computer, portable computer, workstation, or similar device that is used by or for the benefit of Enrolled Affiliate's Enterprise. It does not include: (1) any computer that is designated as a server and not used as a personal computer, (2) any Industry Device, (3) any device running an embedded operating system (e.g., Windows Phone 7) that does not access a virtual desktop infrastructure, or (4) any device that is not managed and/or controlled either directly or indirectly by Enrolled Affiliate's Enterprise. Enrolled Affiliate may include as a Qualified Device any device which would be excluded above (e.g., Industry Device).

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access

License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product List.

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product List, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"Transition" means the conversion of one or more License to or from another License(s). Products eligible for Transition and permitted Transitions are identified in the Product List.

"Transition Period" means the time between the Transition and the next Enrollment anniversary date for which the Transition is reported.

## **2. Purpose.**

This Amendment enables Enrolled Affiliate's Enterprise to obtain, or subscribe to, Licenses for Enterprise Products, Enterprise Online Services, and Additional Products. Enrolled Affiliate may choose between on-premise software and Online Services as well as the ability to transition Licenses to Online Services while maintaining Enterprise-wide coverage. Additionally, Enterprise Online Services may be purchased without Enterprise-wide coverage.

## **3. Transitions.**

**a. Transitions.** The following requirements apply to Transitions:

- (i) Licenses with active Software Assurance or Subscription Licenses may be Transitioned at any time if permitted in the Product List. While Enrolled Affiliate may Transition any time, it will not be able to reduce Licenses or associated Software Assurance prior to the end of the Transition Period.
- (ii) If a Transition is made back to a License that had active Software Assurance as of the date of Transition, then Software Assurance will need to be re-ordered for all such Licenses on a prospective basis following the Transition Period. Software Assurance coverage may not exceed the quantity of perpetual Licenses for which Software Assurance was current at the time of any prior Transition. Software Assurance may not be applied to Licenses transferred by Enrolled Affiliate.
- (iii) If a device-based License is Transitioned to a user-based License, all users of the device must be licensed as part of the Transition.
- (iv) If a user-based License is Transitioned to a device-based License, all devices accessed by the user must be licensed as part of the Transition.

**b. Effect of Transition on Licenses.** Transition will not affect Enrolled Affiliate's rights in perpetual Licenses paid in full.

- (i) New version rights will be granted for perpetual Licenses covered by Software Assurance up to the end of the Transition Period.
- (ii) For L&SA not paid in full at the end of the Transition Period, Enrolled Affiliate will have perpetual Licenses for a proportional amount equal to the total of installments paid versus total amounts due (paid and payable) for the Transitioned Product.
- (iii) For L&SA not paid in full or granted a perpetual License in accordance with the above or Subscription Licenses, all rights to Transitioned Licenses cease at the end of the Transition Period.

#### 4. Pricing.

- a. **How to Establish a Price Level.** Price levels for Enterprise Product and Enterprise Online Services will be as follows:
- (i) If all Products selected in the pool are licensed by Device, price level is based on the initial Qualified Desktop count;
  - (ii) If all Products selected in the pool are licensed by User, price level is based on the initial Qualified User count; and
  - (iii) If Products selected in the pool are licensed by both User and Device, price level is based on the greater of the Qualified User or Qualified Desktop count in the initial order.
- Price levels for Additional Products will be based upon the corresponding price level of the Enterprise Product and Enterprise Online Services Product pools. If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service from one of the Product pools, the price level for Additional Products in that pool will be price level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Enrolled Affiliate's pricing for each Product will be established by its Reseller. Microsoft's prices for Resellers for Products identified in the initial order process are fixed throughout the Enrollment term. Pricing for Additional Products added after the initial order will be as described in the Enterprise Agreement.

#### 5. Order requirements.

- a. **Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices.
- (i) **Initial Order.** Initial order must include at least 250 Licenses from one of the four groups outlined in the Product Selection Form.
  - (ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.
  - (iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
  - (iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- b. **Adding Products.**
- (i) **Adding new Products not previously ordered.** Enrolled Affiliate may add new Enterprise Products by entering into a new Enrollment or as part of a renewal. New Enterprise Online Services may be added by contacting a Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
  - (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products must be included in the next true-up order. Enrolled Affiliate must Licenses for Online Services prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product List; or (2) included as part of other Licenses (e.g., Enterprise CAL).
- c. **True-up orders.** Enrolled Affiliate must submit an annual true-up order that accounts for changes since the initial order or last true-up order, including: (1) any increase in Licenses, including any increase in Qualified Devices or Qualified Users and Reserved Licenses; (2) Transitions (if permitted); or (3) Subscription License quantity reductions (if permitted).

Microsoft, at its discretion and as permitted by applicable law, may validate the customer true-up data submitted through a formal product deployment assessment, using an approved Software Asset Management ('SAM') Partner.

The true-up order must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The third-year anniversary true-up order is due within 30 days prior to the Expiration Date. Enrolled Affiliate may true-up more often than at each Enrollment anniversary date except for Subscription License reductions.

- (i) **Enterprise Products.** Enrolled Affiliate must determine the current number of Qualified Devices and Qualified Users (if ordering user-based Licenses) and order the License difference (if any), including any Enterprise Online Services.
- (ii) **Additional Products.** For Products which have been previously ordered, Enrolled Affiliate must determine the Additional Products used and order the License difference (if any).
- (iii) **Online Services.** For Online Services identified as eligible for true-up orders in the Product List, Enrolled Affiliate must first reserve the additional Licenses prior to use. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively for the prior year based upon the month in which they were reserved.
- (iv) **Late true-up order.** If the true-up order is not received when due:
  - 1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered.
  - 2) Transitions and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- (v) **Transitions.** Enrolled Affiliate must report all Transitions. Transitions may result in an increase in Licenses to be included on the true-up order and a reduction of Licenses for prior orders. Reductions in Licenses will be effective at end of the Transition Period. Associated invoices will also reflect this change.
- (vi) **Subscription License Reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses on a prospective basis if permitted in the Product List as follows:
  - 1) For Subscription Licenses part of an Enterprise-wide commitment, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices identified on the Product Selection Form. True-up Licenses do not count towards this total count.
  - 2) For Enterprise Online Services not a part of an Enterprise-wide commitment, Licenses can be reduced as long as the initial order minimum requirements are maintained.
  - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

- (vii) **Update statement.** An update statement must be submitted instead of a true-up order if, as of the initial order or last true-up order, Enrolled Affiliate's Enterprise has not: (1) changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative. The update statement must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The last update statement is due at least 30 days prior to the Expiration Date.

- d. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
- (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
  - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
  - (iii) If Enrolled Affiliate has previously ordered an Online Service as an Additional Product and wants to step-up to an Enterprise Online Service eligible for a Transition, the step-up may be reported as a Transition.
  - (iv) If Enrolled Affiliate Transitions a License, it may be able to further step-up the Transitioned License. If Enrolled Affiliate chooses to step-up and the step-up License is separately eligible to be Transitioned, such step-up Licenses may result in a License reduction at the Enrollment anniversary date following the step-up.

**6. End of Enrollment term options for Online Services where Enrolled Affiliate elects not to Renew.**

- a. **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product List, the following options are available at the end of the Enrollment initial or renewal term.
- (i) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, they must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.
  - (ii) **Cancellation during Extended Term.** If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, they must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.
- b. **Online Services not eligible for an Extended Term.** If Online Services are not identified as eligible for an Extended Term in the Product List, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- c. **Customer Data.** Upon expiration or termination of a License for Online Services, Enrolled Affiliate must tell Microsoft whether to:
- (i) disable its account and then delete its Customer Data ("Data Deletion"); or
  - (ii) retain its Customer Data in a limited function account for at least 90 days after expiration or termination of the License for such Online Service (the "Retention Period") so that Enrolled Affiliate may extract its Customer Data.
  - (iii) If Enrolled Affiliate indicates Data Deletion, Enrolled Affiliate will not be able to extract its Customer Data. If Enrolled Affiliate indicates it wants a Retention Period, Enrolled Affiliate will be able to extract its Customer Data through Microsoft's standard processes and tools, and Enrolled Affiliate will reimburse Microsoft if there are any applicable costs

to the extent allowed by applicable law. If Enrolled Affiliate does not indicate either Data Deletion or a Retention Period, Microsoft will retain Enrolled Affiliate's Customer Data in accordance with the Retention Period.

- (iv) Following the expiration of the Retention Period, Microsoft will disable Enrolled Affiliate's account and then delete his Customer Data.
  - (v) Enrolled Affiliate agrees that, other than as described above, Microsoft has no obligation to continue to hold, export or return Enrolled Affiliate's Customer Data. Enrolled Affiliate agrees Microsoft has no liability whatsoever for deletion of Enrolled Affiliate's Customer Data pursuant to these terms.
- d. **Termination for cause.** For Subscription Licenses, in the event of a breach by Microsoft, Microsoft will issue Reseller a credit for any amount paid in advance that would apply after the date of termination

## 7. **Online Services Supplemental Terms and Conditions**

### a. **Limited Warranty for Online Services.**

Microsoft warrants that the Online Services will perform in accordance with the applicable Service Level Agreement. This limited warranty is for the duration of Enrolled Affiliate's use of the Online Service, subject to the notice requirements in the applicable Service Level Agreement.

If Microsoft fails to meet this limited warranty and Enrolled Affiliate notifies Microsoft within the warranty period, then Microsoft provide the remedies identified in the Service Level Agreement for the affected Online Service. These are Enrolled Affiliate's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.

This limited warranty is subject to the following limitations:

- (i) any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;
- (ii) the limited warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with this agreement or the Product Use Rights, or resulting from events beyond Microsoft's reasonable control;
- (iii) the limited warranty does not apply to components of Products that Enrolled Affiliate is permitted to redistribute;
- (iv) the limited warranty does not apply to free, trial, pre-release, or beta products; and
- (v) the limited warranty does not apply to problems caused by the failure to meet minimum system requirements.

**OTHER THAN THIS LIMITED WARRANTY, MICROSOFT PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. MICROSOFT DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.**

### b. **Enrolled Affiliate's agreement to protect.**

Enrolled Affiliate will defend Microsoft against any claims made by an unaffiliated third party that:

- (i) any Customer Data or non-Microsoft software Microsoft hosts on Enrolled Affiliate's behalf infringes the third party's patent, copyright, or trademark or makes intentional unlawful use of its Trade Secret; or

(ii) arise from Enrolled Affiliate's or its end user's violation of the terms of this agreement.

Enrolled Affiliate must pay the amount of any resulting adverse final judgment (or settlement to which Enrolled Affiliate consents). This section provides Microsoft's exclusive remedy for these claims.

Microsoft must notify Enrolled Affiliate promptly in writing of a claim subject to this section. Microsoft must (1) give Enrolled Affiliate sole control over the defense or settlement of such claim; and (2) provide reasonable assistance in defending the claim. Enrolled Affiliate will reimburse Microsoft for reasonable out of pocket expenses that it incurs in providing assistance.

**c. Limitation on liability.**

To the extent permitted by applicable law, the liability of each party, its Affiliates, and its Contractors arising under this agreement is limited to direct damages up to the amount Enrolled Affiliate was required to pay for the Online Service giving rise to that liability during the prior 12 months. In the case of Online Services provided free of charge, or code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to U.S. \$5,000. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, these monetary limitations will not apply to:

- (i) Microsoft's obligations under the section of the Master Terms titled "Defense of infringement, misappropriation, and third party claims" or Enrolled Affiliate's obligations under the section of these Supplemental Terms titled "Enrolled Affiliate's agreement to protect";
- (ii) liability for damages caused by either party's gross negligence or willful misconduct, or that of its employees or its agents, and awarded by a court of final adjudication (provided that, in jurisdictions that do not recognize a legal distinction between "gross negligence" and "negligence," "gross negligence" as used in this subsection shall mean "recklessness");
- (iii) liabilities arising out of any breach by either party of its obligations under the section of the Master Terms entitled "Confidentiality", except that Microsoft's liability arising out of or in relation to Customer Data shall in all cases be limited to the amount Enrolled Affiliate paid for the Online Service giving rise to that liability during the prior 12 months;
- (iv) liability for personal injury or death caused by either party's negligence, or that of its employees or agents, or or fraudulent misrepresentation; and
- (v) violation by either party of the other party's intellectual property rights.

**TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES OR CONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATIONS (EXCEPT TO THE EXTENT THAT SUCH VIOLATION RELATES TO CUSTOMER DATA), THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR MICROSOFT'S OBLIGATIONS IN THE SECTION OF THE MASTER TERMS TITLED "DEFENSE OF INFRINGEMENT, MISAPPROPRIATION, AND THIRD PARTY CLAIMS" OR ENROLLED AFFILIATE'S OBLIGATIONS IN THE SECTION OF THESE SUPPLEMENTAL TERMS TITLED "ENROLLED AFFILIATE'S AGREEMENT TO PROTECT."**

**d. Open Source License restrictions.**

Certain third party license terms require that computer code be generally (1) disclosed in source code form to third parties; (2) licensed to third parties for the purpose of making derivative works; or (3) redistributable to third parties at no charge (collectively, "Open Source License Terms"). Neither party may use, incorporate, modify, distribute, provide access to, or combine the computer code of the other with any other computer code or intellectual property (collectively, "Provide") in a manner that would subject the other's computer code to Open Source License Terms. Microsoft is not responsible for Enrolled Affiliate's upload, use or distribution of Enrolled Affiliate's code from the Online Services. Enrolled Affiliate may upload code to an Online Service and allow third parties access to use or download Enrolled Affiliate's code on the Online Service, provided that (1) such use is not restricted by a license agreement or the Product Use Rights and (2) any Open Source License Terms apply solely to Enrolled Affiliate and their uploaded code, and not to any code or Products provided by Microsoft. Each party warrants that it will not provide the other party with, or give third parties access through the Online Services to, computer code that is governed by Open Source License Terms, except as described above.

**e. Applicability of Supplemental Terms.**

These Supplemental Terms apply only to Enrolled Affiliate's purchase and use of Online Services. Services (e.g., consulting or professional services) and Products other than Online Services remain subject to the terms of the Enterprise Agreement, the Enrollment, and any terms referenced therein. In the case of any conflict between these Supplemental Terms and the terms and conditions of the Enterprise Agreement that are not expressly resolved by their terms, these Supplemental Terms control.

**8. Order of Precedence.**

In the event of a conflict between the terms of this Amendment and any other document that is part of the agreement, the terms of this Amendment control.

**This Amendment must be attached to a signature form to be valid.**

# Enterprise and Enterprise Subscription Enrollment Product Selection Form

Step 1. Please indicate Enrolled Affiliate's primary product option(s) for this enrollment:

- Enterprise Product Platform or individual Enterprise Products: Components only (not full platform.)
- Enterprise Online Services

Step 2. (Only if selecting Enterprise Product Platform or individual Enterprise Product above) Enrolled Affiliate must enter all fields below:

1570 Qualified Devices      1,570 Qualified Users      Device/User Ratio: 1.00

Step 3. Select the Products and Quantities Enrolled Affiliate is ordering on its initial Enrollment Order. Quantity may not include any quantities of Licenses to which Enrolled Affiliate is transitioning within Enrollment term. For Licenses to which Enrolled Affiliate is transitioning, select the Product and choose '0' for quantity.

Products <sup>1</sup>	Quantity
<input checked="" type="checkbox"/> Office Professional Plus	
<input type="checkbox"/> Office Pro Plus	
<input checked="" type="checkbox"/> Office Pro-Plus for Office 365	0
<input checked="" type="checkbox"/> Office 365 Plans <sup>1</sup>	
<input checked="" type="checkbox"/> Office 365 (Plan E1)	200
<input checked="" type="checkbox"/> Office 365 (Plan E2)	0
<input checked="" type="checkbox"/> Office 365 (Plan E3)	0
<input checked="" type="checkbox"/> Office 365 (Plan E4)	0
<input checked="" type="checkbox"/> Client Access License (CAL). Choose 1 Option.	
<input checked="" type="checkbox"/> Core CAL, including Bridge CAL's (if applicable)	
Core CAL	1370
Core CAL Bridge for Office 365	200
Core CAL Bridge for Windows Intune	0
Core CAL Bridge for Office 365 and Windows Intune	0
<input checked="" type="checkbox"/> Enterprise CAL (ECAL)	
ECAL	0
ECAL Bridge for Office 365	0
ECAL Bridge for Windows Intune	0
ECAL Bridge for Office 365 and Windows Intune	0
The Client Access License selection must be the same across the Enterprise. Specify whether licensing CAL per Device or User: <Choose One>	
<input type="checkbox"/> Windows Desktop	
<input type="checkbox"/> Windows OS Upgrade	
<input type="checkbox"/> Windows VDA	

*AK 10/31/11*

Products <sup>1</sup>		Quantity
<input checked="" type="checkbox"/> Windows Intune <sup>1</sup>		
<input checked="" type="checkbox"/> Windows Intune		0
<input checked="" type="checkbox"/> Windows Intune Add-on <sup>2</sup>		0
<input type="checkbox"/> Other Enterprise Products		
<input type="checkbox"/> Microsoft Desktop Optimization Pack (MDOP) <sup>3</sup>		

If selecting Windows Desktop or Windows Intune option, Enrolled Affiliate acknowledges the following:

- The Windows Desktop Operating System Upgrade licenses offered through this Enrollment are not full licenses. The Enrolled Affiliate and any included Affiliates have qualifying operating system licenses for all devices on which the Windows Desktop Operating System Upgrade or Windows Intune licenses are run.
- In order to use a third party to reimagine the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. See the Product List for details.

**Step 4. Establish the Enrolled Affiliate's Price Level.** Enrolled Affiliate must first count the quantity of Software Assurance and Licenses in each of the groups as described below by using the quantities entered in the above table. If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "D" throughout the term of the Enrollment. Do not include Bridge CALs, as License quantities are determined by the corresponding Enterprise Online Service(s).

Products	Qty from above		Qty	Price Level
Office Professional Plus + Office Professional Plus for Office 365 + Office 365 (Plans E2-E4)	1	0	250 and Above	D
Client Access License + Office 365 (Plans E1-E4)	2	1,570		
Client Access License + Windows Intune Add-on + Windows Intune	3	1,370		
Windows Desktop Upgrade + Windows VDA + Windows Intune	4	0		
Product Offering/Pool	Price Level			
<b>Enterprise Products and Enterprise Online Services:</b> Set price level using the highest quantity from Groups 1 through 4	D			
<b>Additional Product Application Pool:</b> Set price level using quantity from Group 1	D			
<b>Additional Product Server Pool:</b> Set price level using the highest quantity from Group 2 or 3	D			
<b>Additional Product Systems Pool:</b> Set price level using quantity from Group 4	D			

<sup>1</sup> Additional Products may be included on the order, but are not selected on this form.

<sup>2</sup> Windows Intune Add-on requires purchase of Windows OS Upgrade or Windows VDA.

<sup>3</sup> MDOP requires purchase of Windows OS Upgrade, Windows VDA, or Windows Intune.

This form must be attached to a signature form to be valid.

