



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Purchase Order

PURCHASE ORDER NO.
 MA04SW05

PAGE
 1

BLANKET RELEASE

CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER
 2

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

*107102848 775-823-5779
 MICROSOFT LICENSING GP
 6100 NEIL ROAD SUITE 210
 RENO NV 89436

AGENCY COPY
 ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
10/05/2010		NET 30		880443249			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UCP	VENDOR ITEM NO		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
			MASTER SOFTWARE AGREEMENT				
			CHANGE ORDER #02				
	TO RENEW THE MASTER TERMS AND CONDITIONS AGREEMENT VERISON 6.1 BETWEEN THE STATE OF WEST VIRGINIA AND MICROSOFT LICENSING, GP.						
	EFFECTIVE 10/01/2010 THROUGH 09/30/2013						
	NO ORDERS MAY BE PLACED AGAINST THIS AGREEMENT. ALL SELECT ORDERS SHALL BE PLACED VIA THE CURRENT RESELLER CONTRACT. PLEASE CONTACT THE STATEWIDE CONTRACT BUYER FOR FURTHER INFORMATION AND/OR COPY OF THE RESELLER CONTRACT. THE PURPOSE OF THIS PURCHASE ORDER IS TO PROVIDE A MEANS TO ENTER THE AGREEMENT INTO THE STATE'S AUTOMATED SYSTEM FOR TRACKING AND REPORTING PURPOSES ONLY.						
	PLEASE SEE ATTACHED.						
			PREVIOUS PO TOTAL==>			.00	
			PO NET CHANGE (+)==>			.00	
						TOTAL	
						.00	

PURCHASING DIVISION
 CERTIFIED ENCUMBERED
 OCT 7 2010
Beverly Toler

APPROVED FOR ONE FISCAL YEAR
 IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *10/5/10*

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *Krista Ferrell* 304-558-2596
Robert Wagner

PURCHASING DIVISION AUTHORIZED SIGNATURE

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
(a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.

Microsoft[®] *Licensing, GP*

MICROSOFT LICENSING, GP
Dept. 551-Volume Licensing
6100 Neil Road, Suite 210
Reno, NV 89511-1137
United States of America

Phone: (775) 823-5600
Fax: (775) 826-9383

September 29, 2010

Program:	Select SLG 6.1
Enrollment Numbers:	3553846, 3935770, 4175476, 4418646, 4496766, 4765576, 5799445, 6296536, 6735621, 7126279, 7814844, 8504057, 8805903, 9675596
Master Number:	01S69791
Master Effective:	10/1/2004
Master End Date:	9/30/2013

State of West Virginia
2019 WASHINGTON ST E
CHARLESTON, WV 25305-0130

Dear David Shingleton:

Thank you for choosing Microsoft Enterprise. Your Agreement has been **revised** due to a change of renewal duration. Your 36 Month Renewal amendment has been processed. This amendment was effective on 10/1/2010.

We would like to remind you that your Enrollment Agreement is subject to the terms and conditions of the Master Agreement.

If you have any questions, please contact your local Large Account Reseller.

Sincerely,

MICROSOFT LICENSING, GP Worldwide Volume Licensing Operations

Microsoft Select Agreement – State and Local Amendment

Agreement number
Microsoft to complete

01S69791

Amendment ID

CTM- 000-jendunn-S-423

ID Number
Microsoft to complete

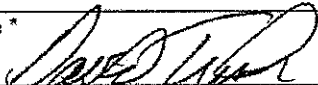
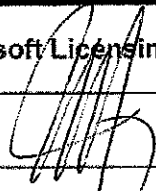
This amendment is entered into between the customer and Microsoft affiliate signing, as of the effective date identified below. All terms used but not defined will have the same meanings as in the Microsoft Select Agreement identified above "the agreement." The following terms and conditions amend the terms and conditions of the agreement identified above with respect to the customer identified below and its enrolled affiliates.

A new Subsection 10(e), entitled "renewal of agreement," is hereby added to the agreement, as follows:

This agreement is hereby renewed for an term of 36 additional full calendar months (the "renewal term"), such that it will remain in effect for 108 full calendar months following the effective date of the agreement and therefore expire on September 30 2013, unless it is renewed again pursuant to this section or terminated earlier as described in Sections 10(b) and 10(c). You can place orders at any time during your renewal term. However, if you wish to renew Software Assurance coverage ordered under the original term, which expired on September 30, 2010 (the original expiration date"), then you must place your order within 30 days following such original expiration date.

Following the renewal term, the agreement may be renewed for another term, subject to the terms and conditions of Subsection 10(d), if both parties agree to such subsequent renewal.

Except for changes made by this amendment, all terms of this agreement remain unchanged. By signing below, the parties agree to be bound by the terms of this amendment.

Customer	Contracting Microsoft Affiliate
Name of Entity * State of West Virginia	Microsoft Licensing, GP
Signature * 	Signature 
Printed Name * David Tincher	Printed Name Mesfin Felleke
Printed Title * Director of Purchasing	Printed Title Program Manager, Compliance
Signature Date * 9/13/10	Signature Date (date Microsoft affiliate countersigns) SEP 29 2010
	Effective Date of amendment (may be different than our signature date) 10-1-2010

* indicates required field

Please sign two copies of this amendment and send them to your reseller or software advisor. Your reseller or advisor must submit them to the following address. When the amendment is fully signed, you will receive a confirming copy.

Microsoft Licensing, GP

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

Prepared By: Jennifer Kelleher, LE



State of West Virginia
 Department of Administration
 Purchasing Division
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INVOICE TO
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 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
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SEE REVERSE SIDE FOR
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VENDOR
 *107102848 775-823-5779
 MICROSOFT LICENSING GP
 6100 NEIL ROAD SUITE 210
 RENO NV 89436

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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT NO.	ITEM NUMBER				
RECEIPT TICKET FOR PURCHASE ORDER:						MA04SW05	
LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001		099-00-01-001	MICROSOFT V6.1 MASTER AGREEMENT		FOR	_____	
SIGNATURE _____					DATE _____		
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						TOTAL	

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE