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

State of West Virginia
Master Agreement

Order Date: 01-06-2021

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Number:	CMA 0212 0212 LAR20 1	**Procurement Folder:**	824933
Document Name:	LAR20: Statewide Contract for Microsoft Licensing & Services	**Reason for Modification:**	
Document Description:	NASPO Master Agreement No. ADSPO16-130651		
Procurement Type:	Statewide MA (Open End)		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	**Effective Start Date:**	2021-01-01
Free on Board:	FOB Dest, Freight Prepaid	**Effective End Date:**	2021-04-07

VENDOR

Vendor Customer Code: 000000117794
SHI INTERNATIONAL CORP
290 DAVIDSON AVE

SOMERSET NJ 08873
US
Vendor Contact Phone: 304-541-4288 **Extension:**

Discount Details:

	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

DEPARTMENT CONTACT

Requestor Name: Andrew C Lore
Requestor Phone: (304) 957-8267
Requestor Email: andrew.c.lore@wv.gov

INVOICE TO

ALL STATE AGENCIES

VARIOUS LOCATIONS AS INDICATED BY ORDER

No City WV 99999

US

SHIP TO

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS INDICATED BY ORDER

No City WV 99999

US

Total Order Amount: Open End

AGENCY COPY

MA 01/08/2021

PURCHASING DIVISION AUTHORIZATION
Tara Lyle
DATE: JAN 11 2021
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
John S. Grau
DATE: 1/15/2021
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
Beverly Toler
DATE: JAN 20 2021
ELECTRONIC SIGNATURE ON FILE

Extended Description:
CMA COOPERATIVE AWARD (NASPO)

LAR20 - STATEWIDE CONTRACT COOPERATIVE AWARD FOR MICROSOFT LICENSING AND SERVICES

This Statewide Open-end Contract with SHI International Corp, is to provide Microsoft Licensing and Services to all agencies in the State of West Virginia via the attached Participating Addendum, the NASPO Master Agreement No. ADSPO16-130651, Amendment_1 dated 02/28/2018, Amendment_2 dated 03/30/2018, Amendment_3 dated 01/31/2019, Amendment_4 dated 02/20/2020, all incorporated by reference and made apart hereof.

Effective Dates: January 1, 2021 - April 7, 2021

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	43230000			EA	0.000000
	Service From	**Service To**			

Commodity Line Description: Microsoft Licensing and Services

Extended Description:
See attached documentation

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
SHI International Corporation
Master Agreement No: ADSPO16-130651
(hereinafter "Contractor")

And

State of West Virginia
(hereinafter "Participating State/Entity")
Master Agreement No: CMA 0212 LAR20

1. Scope: This addendum covers both on-premise and cloud-based Microsoft Licensing as more fully described in Exhibit B, from the *Software Value Added Reseller* contract led by the State of Arizona for use by state agencies and other entities located in the Participating State of West Virginia authorized by that state's statutes to utilize State contracts with the prior approval of the state's chief procurement official.

2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of West Virginia. Issues of interpretation and eligibility for participation are solely within the authority of the West Virginia Purchasing Division provided that entities not subject to West Virginia Purchasing Division oversight must first ensure their own legal authority to participate.

3. Microsoft Licensing Procured from This Agreement Does Not Require State CTO Approval: Unless otherwise stipulated in this Participating Addendum, products and services accessed through this Addendum by state executive branch agencies are subject to the authority of the West Virginia Chief Technology Officer. For the purposes of this agreement, the Chief Technology Officer has granted CTO Approval for any license purchased from this agreement. This approval is only applicable for the expressed purposes of this agreement. The Chief Technology Officer means the individual designated by the Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of the state.

4. Participating State Modifications or Additions to Master Agreement: *(These modifications or additions apply only to actions and relationships within the Participating Entity.)*

Participating State/Entity must check one of the boxes below.

[ ] No changes to the terms and conditions of the Master Agreement are required.

[X] The following changes are modifying or supplementing the Master Agreement terms and conditions.

a. Order of Priority: The Contract is comprised of the documents listed in this section. The terms and conditions contained in the various documents shall be interpreted according to the priority given to the Contract document in this section. In that way, any terms and conditions contained in the first priority document shall prevail over conflicting terms in the second priority document, and so on.

Contract Documents:

1. *Participating Addendum (this document) – First Priority*
2. *WV-96 Agreement Addendum (Attached as Exhibit A) – Second Priority*
3. *Scope of Work/Proposal Submitted to West Virginia (Attached as Exhibit B) – Third Priority*
4. *Confidentiality Policies and Information Security Accountability Requirements – (Attached as Exhibit C) – Fourth Priority*
5. *NASPO Master Agreement (Attached as Exhibit E) – Fifth Priority*
6. *Microsoft Master Agreement (Attached as Exhibit D) – The parties agree the Microsoft Master Agreement is included for reference and that it shall control all aspects of licensing terms between Participating Entity and Microsoft. Any attempt to impose different or alternate Microsoft terms upon the Participating Entity by Contractor through the NASPO Master Agreement are void. The Parties also agree that Contractor is not a party to such terms. Microsoft remains liable directly to the Purchasing Entity for the software and services provided under the Microsoft Master Agreement. For the avoidance of doubt, the Microsoft Master Agreement is not a part of the order of precedence under this Participating Addendum.*

b. *Modifications: Purchasing Entity and Contractor agree that the following documents are modified as follows:*

1. *WV-96: The parties agree that term 19 of the WV-96 is removed in its entirety.*

c. *Termination: The Parties agree that termination of this Participating Addendum shall not terminate the Microsoft Master Agreement.*

d. *Additional Terms: The Parties Agree that the following terms and conditions are added to this Contract.*

1. PRIVACY, SECURITY, AND CONFIDENTIALITY: Contractor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from Participating Entity, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to Participating Entity's policies, procedures, and rules. Contractor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in Exhibit C.

PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
SHI International Corporation
Master Agreement No: ADSPO16-130681
(hereinafter "Contractor")

And

State of West Virginia Master Agreement No: CMA 0212 LAR20
(hereinafter "Participating State/Entity")

2. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the Participating Entity, Contractor agrees to convey, sell, assign, or transfer to Participating Entity 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 Purchasing Entity. Such assignment shall be made and become effective at the time the Purchasing Entity tenders the initial payment to Contractor.

3. BACKGROUND CHECK: The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

5. Primary Contacts: **The primary contact individuals for this Participating Addendum are as follows (or their named successors):**

Contractor

Name	Summer Bailey
Address	290 Davidson Avenue, Somerset, NJ 08873
Telephone	304-541-4588
Fax	
E-mail	Summer_Bailey@SHI.com

Participating Entity

Name	State of West Virginia
Address	1900 Kanawha Blvd. E, Charleston, WV 25305
Telephone	304-957-8184
Fax	
E-mail	justin.t.mcallister@wv.gov

7. Orders: **Any order placed by a Participating Entity or Purchasing Entity for a product and/or**

PARTICIPATING ADDENDUM
NASPO VALUEPOINT
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(hereinafter "Contractor")

And

State of West Virginia
(hereinafter "Participating State/Entity")
Master Agreement No: CMA 0212 LAR20

service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: West Virginia	Contractor: SHI International Corp
Signature:	Signature:
Name: Justin T. McAllister	Name: Kristina Mann
Title: CFO	Title: Senior Lead Contract Specialist
Date: 12/28/2020	Date: 12/21/2020

[Additional signatures as required by Participating State]

For questions regarding execution of NASPO ValuePoint participating addenda, please contact the NASPO ValuePoint Contract Coordination Team at ccc@naspovaluepoint.org.

Please note that fully executed participating addenda must be submitted via e-mail in PDF format to pa@naspovaluepoint.org.

Exhibit A – WV-96

WV-96
1/1/2019

STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS

State Agency, Board, or Commission (the "State"):

Vendor: SHI INTERNATIONAL CORP

Contract/Lease Number ("Contract"): CMA 0212 LAR20

Commodity/Service: Microsoft Licensing & Services

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.

2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

   Any language imposing any interest or charges due to late payment is deleted.

3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

   Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.

5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

   Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

   Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.

7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.

8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.

9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.

10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.

11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.

13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.

14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.

15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.

16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.

17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.

18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.

    Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that is has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.

20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

    Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strikethrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: WVOT	Vendor: SHI International Corp.
By: [signature]	By: Kristina Mann
Printed Name: Justin T. McAllister	Printed Name: Kristina Mann
Title: CFO	Title: Senior Lead Contract Specialist
Date: 12/28/2020	Date: 12/28/2020

Exhibit B – Scope of Work

PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
SHI International Corporation
Master Agreement No: ADSPO16-130651
(hereinafter "Contractor")

And

State of West Virginia
(hereinafter "Participating State/Entity")
Master Agreement No: CMA 0212 LAR20

Exhibit B
Scope of Work/Proposal Submitted to West Virginia

1. **Scope.** By signing this Participating Addendum, Contractor and Participating State agree that the Participating State and any Participating Entity shall only purchase on-premises and cloud-based Microsoft Volume Licensing and Services. The Parties agree that no other software shall be purchased under this Participating Addendum beyond what is outlined in this Exhibit B.

2. **Expiration.** The Parties agree that this Participating Addendum, including the discount structure outlined in the NASPO Software Value Added Reseller Master Agreement No. ADSPO16-130651 ("Master Agreement"), shall expire upon the expiration of the Master Agreement on April 7, 2021. No further purchases may be made by the Participating State/Entity under this Participating Addendum after April 7, 2021. The Parties will negotiate a new Participating Addendum, including a new discount structure, in the event that Contractor enters into a new NASPO Software Value Added Reseller Master Agreement prior to or after April 7, 2021 and Participating State chooses to participate under the new contract.

3. **Annual Microsoft Enrollments.** The parties agree that existing annual Microsoft enrollments will be subject to the contract discount structure in place at the time of the anniversary payment.

Exhibit C – Confidentiality Policies

Notice of State of West Virginia
Confidentiality Policies and Information Security Accountability Requirements

1.0 INTRODUCTION

The Executive Branch has adopted privacy and information security policies to protect confidential and personally identifiable information (hereinafter all referred to as Confidential Information). This Notice sets forth the vendor's responsibilities for safeguarding this information.

2.0 DEFINITIONS

2.1 **Breach** shall mean the acquisition, access, use or disclosure of Confidential Information which compromises the security or privacy of such information.

2.2 **Confidential Information**, shall include, but is not limited to, trade secrets, personally identifiable information, protected health information, financial information, financial account number, credit card numbers, debit card numbers, driver's license numbers, State ID numbers, social security numbers, employee home addresses, employee marital status, employee maiden name, etc.

2.3 **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information.

3.0 BACKGROUND

Agencies maintain Confidential Information, including, but not limited to, trade secrets, personally identifiable information, protected health information, financial information, financial account numbers, credit card numbers, debit card numbers, driver's license numbers, State ID numbers, social security numbers, employee home addresses, etc. Federal laws, including, but not limited to, the Health Insurance Portability and Accountability Act, the Privacy Act of 1974, Fair Credit Reporting Act and State laws require that certain information be safeguarded. In some situations, Agencies delegate, through contract provisions, functions to vendors that involve the vendor's collection, use and/or disclosure of Confidential Information. WV State government must take appropriate steps to ensure its compliance with those laws and desires to protect its citizens' and employees' privacy, and therefore, must require that its vendors also obey those laws.

Utilization of safeguards can greatly minimize potential exposure to sensitive information, and vendors are expected to adhere to industry standard best practices in the management of data collected by, or on behalf of, the State, and in the vendor's possession for a business purpose. Even when sound practices and safeguards are in use, exposures can occur as the result of a

disclose Confidential Information to an appropriate authority in accordance with those statutes, the disclosure will not be treated as a Breach of the Agency's security, privacy or confidentiality policies, as long as the confidential nature of the information is explicitly conveyed to the authorized recipient.

4.3.4 The State may periodically monitor and/or audit use of the information systems and other record-keeping systems at a vendor location or a State location in an effort to ensure compliance with this policy. In addition, the State may audit, and require strengthening of, vendor policies and/or practices as they impact security of State data within the vendor's possession.

4.3.5 Any collection, use or disclosure of information that is determined by the Agency to be contrary to the confidentiality statement, law or Agency policy may result in termination of the underlying contract.

4.3.6 The confidentiality and incident response accountability statement contained within the RFP or RFQ, as applicable, and the Purchase Order shall survive termination of the underlying contract.

4.4 If there is an incident that involves theft, loss, or compromise of State Confidential Information, the following reporting and/or actions must be taken by the vendor, on its own behalf, or on behalf of its subcontractor:

4.4.1 If the event involves a theft, or is incidental to another crime, appropriate law enforcement officials shall be notified and a police report generated to document the circumstances of the crime, with a goal to establish whether the crime involved a motive to obtain the sensitive data. A copy of the police report will be forwarded in accordance with 4.4.2.3.

4.4.2 Notification of Breach.

4.4.2.1 Upon the **discovery** of Breach of security of Confidential Information, if the Confidential Information was, or is reasonably believed to have been, acquired by an unauthorized person, the vendor shall notify the individuals identified in 4.4.2.3 immediately by telephone call plus e-mail, web form or fax; or,

4.4.2.2 Within 24 hours by e-mail or fax of any **suspected** Security Incident, intrusion or unauthorized use or disclosure of Confidential Information, in violation of the underlying contract and this Notice, of potential loss of confidential data affecting the underlying contract.

4.4.2.3 Notification required by the above two sections shall be provided to:

(1) the Agency contract manager whose contact information may be found at www.state.wv.us/admin/purchase/vrc/agencyli.htm and, (2) unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov.

4.4.2.4 The vendor shall immediately investigate such actual or suspected Security Incident, Breach, or unauthorized use or disclosure of Confidential Information. Within 72 hours of the discovery, if an actual Breach has occurred, the vendor shall notify the individuals identified in 4.4.2.3 of the following: (a) What data elements were involved and the extent of the data involved in the Breach (e.g. number of records or affected individual's data); (b) The identity of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or Confidential Information; (c) A description of where the Confidential Information is believed to have been improperly transmitted, sent, or utilized; (d) A description of the probable causes of the improper use or disclosure; and (e) Whether any Federal or State laws requiring individual notifications of Breaches are triggered.

4.4.2.5 Agency will coordinate with the vendor to determine additional specific actions that will be required of the vendor for mitigation of the Breach, which may include notification to the individual or other authorities.

4.4.2.6 All associated costs shall be borne by the vendor. This may include, but not be limited to costs associated with notifying affected individuals.

4.5 The State may require that a vendor provide evidence of adequate background checks, including a nationwide record search, for individuals who are entrusted by the vendor to work with State information.

4.6 The State requires that any vendor taking possession of State data have comprehensive policies and practices to adequately safeguard that information, and further that the sensitivity of the information is clearly identified and documented in writing, with signed acknowledgement by the vendor that the sensitivity is understood, before it is conveyed to the vendor. Vendor policy should articulate all safeguards in place for the State information, including provisions for destruction of all data, including backup copies of the data, at the end of the vendor's legitimate need to possess the data. All State-owned media containing State information will be returned to the State when no longer legitimately needed by the vendor.

4.7 All vendor owned devices that contain or transport any State Confidential Information must be encrypted using the AES algorithm, and an industry

standard methodology. This includes desktop and laptop computers (whole drive encryption – not file encryption), personal digital assistants (PDA), smart phones, thumb or flash-type drives, CDs, diskettes, backup tapes, etc.

Exhibit D – Microsoft Master Agreement

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

State of West Virginia
Master Agreement

Order Date: 12-22-2020

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Number:	CMA 0212 0212 MSMENTPRZ 2	**Procurement Folder:**	687835
Document Name:	Microsoft Master Services Agreement "Enterprise"	**Reason for Modification:**	
Document Description:	Microsoft Master Services Agreement "Enterprise"	Change Order No.2 - to extend the terms agreement under the same terms and conditions per the attached documentation.	
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	**Effective Start Date:**	2014-03-14
Free on Board:	FOB Dest, Freight Prepaid	**Effective End Date:**	2025-05-31

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000230239 MICROSOFT CORPORATION 1 MICROSOFT WAY REDMOND WA 98052-6399 US **Vendor Contact Phone:** 202-895-2033 **Extension:**	**Requestor Name:** Mark A Atkins **Requestor Phone:** (304) 558-2307 **Requestor Email:** mark.a.atkins@wv.gov

Discount Details:

	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Total Order Amount:	Open End

AGENCY COPY

12/22/2020

PURCHASING DIVISION AUTHORIZATION	ATTORNEY GENERAL APPROVAL AS TO FORM	ENCUMBRANCE CERTIFICATION
DATE: ELECTRONIC SIGNATURE ON FILE	DATE: ELECTRONIC SIGNATURE ON FILE	DATE: Beverly Toler ELECTRONIC SIGNATURE ON FILE

1/4/2021

JAN – 6 2021

Extended Description:
Change Order No. 2 - to extend the terms agreement until 05/31/2025 per the attached documentation.

Software, Master Agreement "Enterprise"

This blanket Master Services Agreement is comprised of the attached agreement.

This agreement does not contain product or pricing of product. Agency shall use resale agreement in place at time of purchase for products.

Original purchase order attached for reference.

No other changes.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	43230000			EA	0.000000
	Service From	**Service To**			

Commodity Line Description: Software, Master Agreement "Enterprise"

Extended Description:
This blanket Master Services Agreement is comprised of the attached agreement. This agreement does not contain product or pricing of product. Agency shall use resale agreement in place at time of purchase for products.

Microsoft Volume Licensing

Amendment to Contract Documents

Agreement Number 01E73657

000-jegraham-S-187

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Agreement Custom Terms CTM

The term of the Agreement 01E73657 is extended to expire May 31, 2025.
Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

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

Microsoft Internal Use Only:

WV EA Agreement Extension through May 31 2025 (CTM).docx	CTM	CTM-CTC-CTL	BD

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number

Agreement number 01E73657

000-jegraham-S-187

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
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment	CTM-CTC-CTL (01E73657)
Document Description	Document Number or Code
Document Description	Document Number or Code
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	
Name of Entity (must be legal entity name)*	State of West Virginia
Signature*	
Printed First and Last Name*	FRANK W. HAKER
Printed Title	ASSISTANT DIRECTOR
Signature Date*	12/22/20
Tax ID	

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature _____ **Printed First and Last Name** **Printed Title** **Signature Date** (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* **Signature*** _____ **Printed First and Last Name*** **Printed Title** **Signature Date***

** Indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* **Signature*** _____ **Printed First and Last Name*** **Printed Title** **Signature Date***

** Indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

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 Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Microsoft Volume Licensing

Alternative Acceptance Form (Microsoft Only)

Due to the extraordinary impact of the coronavirus (COVID-19), Microsoft has implemented steps to protect personnel and the communities in which they live and work, including conducting business from remote locations and/or using different processes. As a result, Microsoft is utilizing this Alternative Acceptance Form in place of signing a Program Signature Form.

Microsoft's authorized representative is accepting the contract documents shown on the Program Signature Form bearing the Proposal ID shown below ("Contract Documents") by typing their name and entering the date of acceptance on this Alternative Acceptance Form. The Agreement Effective Date shown below is the Agreement Effective Date shown on the Program Signature Form.

For the purposes of this Alternative Acceptance Form, "Customer" means the Customer entity identified on the Program Signature Form bearing the same Proposal ID that appears on this form, and "Microsoft" means the Microsoft entity or entities identified below on this form.

MBA/MBSA number:	
Agreement number:	01E73657
Enrollment number:	
Proposal ID:	000-jegraham-S-187
Opportunity ID (if applicable):	
Agreement Effective Date:	
Customer Name:	State of West Virginia

To indicate Microsoft's agreement, Microsoft's duly authorized representative will complete this form by entering their name and the date of Microsoft's acceptance below. Upon completion of this form, Microsoft agrees that it (1) has received, read and understands this Alternative Acceptance Form, the Program Signature Form, and all Contract Documents, including any websites or documents incorporated by reference and any amendments, and (2) agrees to be bound by the terms of all such documents, as of the Agreement Effective Date. This Alternative Acceptance Form, when completed, will be incorporated into the Agreement noted above.

Acceptance by Microsoft	
Enter applicable Microsoft Affiliate: Microsoft Corporation	
Name of Microsoft authorized representative:	David Kanasoot
Acceptance date:	12/21/2020
The above person is duly authorized on behalf of Microsoft to accept these Contract Documents. Microsoft will not challenge the enforceability or validity of the agreement formed by this alternative process or any of the Contract Documents based on its acceptance using this Alternative Acceptance Form.	

Optional Confirmation of Acceptance on Customer Request

Once Microsoft returns to its normal business processes, if Customer requests a Microsoft signature, an authorized representative of Microsoft will sign and deliver a copy of this Alternative Acceptance Form below to confirm the effectiveness of the agreement as of the Agreement Effective Date shown above.

Optional Microsoft Confirmation of Acceptance	
Enter applicable Microsoft Affiliate: <choose one>	
By signature of its duly authorized representative below, Microsoft hereby acknowledges, ratifies and confirms that the agreement referenced on this Alternative Acceptance Form was duly accepted, and is effective as of the Agreement Effective Date shown above.	
Signature:	sign your complete name
Printed First and Last Name:	print your complete name
Printed Title:	print your title
Signature Date:	enter the date you signed this form



Purchase Order

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

PURCHASE ORDER NO.: MSMENTPRZ

PAGE: 1

BLANKET RELEASE: 00

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

CHANGE ORDER

14

FILE LOCATION 27728

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

*709065415 01 800-426-9400
MICROSOFT CORPORATION
ONE MICROSOFT WAY

REDMOND WA 98052

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

DATE PRINTED	TERMS OF SALE	SCHEDULE	FUND
03/12/2014	NET 30	911144442	
SHIP VIA	F.O.B.	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MUL-MUL

LINE	QUANTITY / DELIVERY DATE	UOP / CAT.NO.	VENDOR ITEM NO. / ITEM NUMBER	UNIT PRICE	AMOUNT

Purchasing Division's File Copy

MICROSOFT MASTER SERVICES AGREEMENT " ENTERPRISE"

03/13/2014 099-00-01-100
SOFTWARE, MASTER AGREEMENT "ENTERPRISE"

THIS BLANKET MASTER SERVICES AGREEMENT IS COMPRISED OF THE ATTACHED AGREEMENT.

THIS AGREEMENT DOES NOT CONTAIN PRODUCT OR PRICING OF PRODUCT. AGENCY SHALL USE RESALE AGREEMENT IN PLACE AT TIME OF PURCHASE FOR PRODUCTS.

RETURNED TO BUYER
DATE: MAR 14 2014

ENTERED

PURCHASING DIVISION
CERTIFIED ENCUMBERED
MAR 14 2014
Beverly Toler

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE ☐

3-12-14

3/12/2014

OPEN END

TOTAL

APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

BY GUY NISSET 304-558-2596

PURCHASING DIVISION AUTHORIZED SIGNATURE

MEMORANDUM

TO: Agencies Purchasing Microsoft 365

FROM: Purchasing Division

DATE: February 14, 2014

RE: Special Instructions for State Agencies Purchasing Microsoft 365 Products

Special Instructions for State Agencies Purchasing Microsoft 365 Products

1. **Enterprise Agreement Only:** Microsoft 365 products can only be purchased under the Microsoft Enterprise Agreement software licensing ("Enterprise Agreement"). The terms and conditions that govern the Microsoft 365 software have not been included in the Microsoft Select Agreement and purchases of Microsoft 365 under that agreement are not permitted.

2. **GCC Form:** Any agency (or government entity) purchasing Microsoft 365 must ensure that the Government Community Cloud Amendment and Product Selection form ("GCC Form") contained in Appendix A is signed by Microsoft and the agency at the time of agency's enrollment in Microsoft 365. The agency must also ensure that the GCC Form provided by Microsoft or the license reseller matches the form attached as Appendix A.

3. **BAA Form:** Any agency (or government entity) subject to the requirements of the Health Insurance Portability and Accountability Act ("HIPAA") purchasing Microsoft 365 must ensure that the Business Associate Enterprise Enrollment Amendment ("BAA Form") contained in Appendix A is signed by Microsoft and the agency at the time of agency's enrollment in Microsoft 365. The agency must also ensure that the BAA Form provided by Microsoft or the license reseller matches the form attached as Appendix A.

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number

Agreement number

000-rudyg-036

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.

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
Enterprise Agreement	X20-08196
<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 Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment	CTM-a (New)
Amendment	CTM-b (New)
Amendment	CTM-c (New)
Amendment	CTM-d (New)
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	
Name of Entity (must be legal entity name)*	State of West Virginia
Signature*	
Printed First and Last Name*	Robert Paulson
Printed Title	GENERAL COUNSEL, WV DOA
Signature Date*	MARCH 11, 20[illegible]
Tax ID	

Robert P. Paulson
General Counsel
WV Department of Administration

* Indicates required field

Microsoft Affiliate	
	Microsoft Licensing, GP
Signature	
Printed First and Last Name	Microsoft Licensing, GP
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	MAR 0 6 2014
Agreement Effective Date (may be different than Microsoft's signature date)	Jessica Voice Duly Authorized on behalf of Microsoft Licensing, GP

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer	
Name of Entity (must be legal entity name)*	
Signature*	
Printed First and Last Name*	
Printed Title	
Signature Date*	

* Indicates required field

Outsourcer	
Name of Entity (must be legal entity name)*	
Signature*	
Printed First and Last Name*	
Printed Title	
Signature Date*	

* Indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

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

Microsoft

Volume Licensing

Enterprise Agreement

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

State and Local

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This Microsoft Enterprise Agreement is entered into between the entities identified on the program signature form.

Effective date. The effective date of this agreement is the effective date of the first Enrollment or the date Microsoft accepts this agreement, whichever is earlier. Any reference to this agreement includes each Enrollment to "day" will be a calendar day.

This agreement consists of (1) these agreement terms and conditions and the signature form and all attachments identified therein, (2) the Product List, (3) the Product Use Rights applicable to Products licensed under this agreement, (4) any Affiliate Enrollment entered under this agreement, and (5) any order submitted under this agreement.

Please note: Several documents referenced in this agreement but not attached to the signature form may be found at: http://www.microsoft.com/licensing/contracts and are incorporated by reference, including the Product List and Product Use Rights. These documents may contain additional terms and conditions for Products licensed under this agreement and may be changed from time to time. Customer and/or its Affiliates should review such documents carefully, both at the time of signing and periodically, to ensure a full understanding of all terms and conditions applicable to Products licensed.

Terms and Conditions

1. *Definitions.*

"Affiliate" means

a. with regard to Customer,

(i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

(ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of

Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft;

"available" means Microsoft has made Licenses for that Product available on the Product List for ordering under a particular licensing program;

"Customer" means the entity that has entered into this agreement and its Affiliates;

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

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates, that has entered into an Enrollment under this agreement;

"Enrollment" means the document that an Enrolled Affiliate submits under this agreement to place its initial order;

"Enterprise" means the Enrolled Affiliate and the Affiliates it chooses on its Enrollment to include in its enterprise;

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as [illegible] packs).

"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;

"L&SA" means a License and Software Assurance for any Product [illegible]

"Microsoft" means the Microsoft Affiliate that has entered into this agreement or an Enrollment and its Affiliates, as appropriate;

"Online Service" 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.

"Product List" means the statement published by Microsoft from time to time on the World Wide Web at http://www.microsoft.com/licensing/contracts or at a successor site that Microsoft identifies, which identifies the Products that are or may be made available under a program (which availability may vary by region) and any Product-specific conditions or limitations on the acquisition of licenses for, or use of, those Products.

"Product Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at http://www.microsoft.com/licensing/contracts or at a successor site.

"Reseller" means a large account Reseller authorized by Microsoft to resell Licenses under this program;

"Service Level Agreement" means the document specifying the standards Microsoft agrees to adhere to and by which it measures the level of service for an Online Service.

"Software Assurance" means an offering that provides new version rights and other benefits for Products as further described in the Product List.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy;

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

2. How the Enterprise and Enterprise Subscription program works.

The Enterprise and Enterprise Subscription Program. The Enterprise and Enterprise Subscription programs establish a Customer's overall licensing framework and the applicable terms and conditions. Under the Enterprise program, Customer may license Products by entering into Enrollments.The Enterprise Subscription program offers Customer the same options as the Enterprise Program, but on a subscription basis, with an optional buy-out to obtain perpetual Licenses.

a. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments.

b. **Licenses.** The types of Licenses available are L&SA, Licenses obtained under Software Assurance and Subscription Licenses. These License types as well as additional License Types are defined in the Product List.

c. **How Enrolled Affiliates acquire Licenses.** An Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders will be made out to [illegible] to the Enrolled Affiliate's Reseller. Microsoft will invoice that Reseller according to the terms in the applicable Enrollment.

d. **Choosing and [illegible] a Reseller.** Each Enrolled Affiliate must choose and maintain a Reseller [illegible] in the Enrolled Affiliate's location.

e. **Pricing.**

(i) **Establishing Price Levels.** Each Product generally is assigned to a Product pool (e.g., applications, systems, or servers). Each Product pool will be assigned one of four price levels (A, B, C, and D). Enrolled Affiliate's price level will be Level D for all Enterprise Products, Enterprise Online Services, Online Services, and Additional Products ordered under any Enrollment.

(ii) **Placing Orders through Reseller.** Orders under an Enrollment will be made to the Reseller. Microsoft will invoice the Reseller according to the terms in the applicable Enrollment. Throughout this agreement the term "price" refers to reference price. The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.

f. **Order Requirements.** Order Requirements are outlined in each Enrollment.

g. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: https://www.microsoft.com/licensing/servicecenter. Upon the effective date of this agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.

3. Licenses for Products.

a. **General.** Enrolled Affiliate will have the number of Licenses ordered for the latest version of a Product, and may use prior versions as permitted in the Product Use Rights, so long as Microsoft receives timely orders from Reseller for all required Licenses for such Products and complies with applicable license terms. The Licenses obtained under an Enrollment are not

related to any order or fulfillment of software media. The ability to use a Product ordered may be affected by minimum hardware or software requirements.

b. **Use by Affiliates.** The Enrolled Affiliate may sublicense the right to use the Products to any Affiliates covered under its Enrollment, but Affiliate recipient of these Licenses may not sublicense these rights and their use must be consistent with the License terms contained in this agreement.

c. **When Licenses become perpetual.** The right to run any Product licensed under an Enrollment is temporary unless and until it becomes perpetual as follows:

(i) A License is temporary until Enrolled Affiliate's Reseller has paid for a License in full and the applicable initial Enrollment or renewal term during which the License was ordered must have expired or been terminated as permitted in this agreement.

(ii) Subscription Licenses are never perpetual. If a buy-out option is available, Enrolled Affiliate may obtain a perpetual License by exercising the buy-out option and paying for the License in full.

(iii) Enrolled Affiliate will have perpetual Licenses to use the Products ordered in the latest version available (or any prior version) as of the date of expiration, termination, or renewal.

(iv) All perpetual Licenses acquired under this agreement remain subject to the terms of this agreement and such terms survive expiration or termination of this agreement or an Enrollment.

d. **Perpetual Licenses through Software Assurance.** Perpetual licenses received through Software Assurance supersede and replace the underlying perpetual licenses for which Software Assurance coverage was ordered. In the case of [illegible] terms in Section [illegible] apply.

e. **License confirmation.** This agreement, the applicable Enrollment, the Enrolled Affiliate's order confirmation, and any documentation evidencing transfer of Licenses, together with proof of payment, will be the Enrolled Affiliate's exclusive proof of all Licenses obtained under its Enrollment.

f. **Reorganizations, consolidations, and privatizations.** If the number of Qualified Devices or Qualified Users covered by an Enrollment changes by more than ten percent as a result of a reorganization, consolidation, or privatization of an Enrolled Affiliate, Microsoft will work with the Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this agreement. If an Enrolled Affiliate consolidates with a third party with an existing agreement or enrollment, Microsoft will work with the Enrolled Affiliate in good faith to accommodate its changed circumstances in the context of this agreement.

4. *How to know what Product Use Rights apply.*

a. **Product Use Rights.** The Product Use Rights in effect on the effective date of an Enrollment will apply to Enrolled Affiliate's use of then-current versions of each Product (excluding Online Services). For future versions, the Product Use Rights in effect when those future versions are first released will apply. In both cases, subsequent changes made by Microsoft to the Product Use Rights for a particular version will not apply to Enrolled Affiliate's use of that version, unless Enrolled Affiliate chooses to have such changes apply. The use rights for Online Services and the process for updating them as the Online Services evolve are detailed in the Product Use Rights.

b. **Product Use Rights for earlier versions (downgrade).** If Enrolled Affiliate runs an earlier version of a Product than the version that was current on the Enrollment effective date, the Product Use Rights for the version licensed, not the version being run, will apply. However, if

the earlier version includes components that are not part of the licensed version, any Product Use Rights specific to those components will apply to Enrolled Affiliate's use of those components.

c. **Reservation of rights.** All rights not expressly granted are reserved.

5. *Making copies of Products and re-imaging rights.*

a. **General.** Enrolled Affiliate may make as many copies of Products, if applicable, as it needs to distribute them within its organization. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to use reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this agreement.

b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Products in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60 day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Product Use Rights.

c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditioned upon the following:

(i) Separate Licenses must be owned from the separate source for the Product that is re-imaged.

(ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

(iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., upgrade or full License) must be identical to the Product type from the separate source.

(iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product List.

(v) Re-images made under this subsection remain subject to the terms and use rights provided with the License from the separate source.

(vi) This subsection does not create or extend any warranty or support obligation.

6. *Transferring and reassigning Licenses.*

a. **License transfers.** You may transfer fully-paid perpetual Licenses:

(i) if you are an agency of the U.S. Government, to another agency of the U.S. Government or to an unaffiliated third party in connection with (i) a privatization of the government agency or of an operating division of an Enrolled Affiliate or one of its government agency affiliates, (ii) a reorganization, or (iii) a consolidation; or

(II) If you are an agency of a state or local government to: (a) any other government agency, department, instrumentality, division, unit or other office of your state or local government that is supervised by or is part of you, or which supervises you or of which you are a part, or which is under common supervision with you; (II) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of your state and located within your state's jurisdiction and geographic boundaries; and (III) any other entity expressly authorized by the laws of your state to purchase under state contracts, or (b) an unaffiliated third party in connection with a privatization of an affiliate of agency as set forth in (a) above or of an operating division of the Enrolled Affiliate or one if its affiliates as set forth in (a) above, a reorganization, or a consolidation.

b. Customer must notify Microsoft of a transfer of license by completing a transfer notice form, which can be obtained from http://www.microsoft.com/licensing/contracts and send the completed form to Microsoft before the license transfer. No License transfer will be valid unless Customer provides to the transferee, and the transferee accepts in writing, the applicable Product Use Rights, use restrictions, limitations of liability (including exclusions and warranty provisions), and the transfer restrictions described in this section. Any license transfer not made in compliance with this section will be void.

c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses may be reassigned within the Enterprise as described in the Product Use Rights.

7. Term and termination.

a. **Term.** The term of this agreement will be 36 months from the effective date, unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

b. **Termination without cause.** Either party may terminate this agreement, without cause, upon 60 days written notice. Such termination will not terminate either party's and its Affiliates' ability to enter into new Enrollments under this agreement. Such termination will not affect any Enrollment or order not otherwise terminated, and any terms of this agreement applicable to any Enrollment or order not otherwise terminated will continue in effect with respect to that Enrollment or order. An Enrolled Affiliate may terminate an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Enrollment are not appropriated or allocated for such purpose.

c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. **Termination for cause.** Either party to an Enrollment may terminate it if the other party materially breaches its obligations under this agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice and opportunity to cure.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft will give Customer a copy of that notice as well and Customer agrees to assist in attempting to resolve the breach. If the breach also affects other Enrollments and cannot be resolved between Microsoft and Customer within a reasonable period of time, Microsoft may also terminate this agreement and all other Enrollments under it, unless the basis for termination of the Enrollment is non-appropriation of funds to the Enrolled Affiliate, in which event Microsoft may only terminate the affected Enrollment(s). If an Enrolled Affiliate ceases to be Customer's Affiliate, Customer must promptly notify Microsoft, and Microsoft may terminate its Enrollment.

e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminate an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

(I) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

(II) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and

2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(III) In the case of Early Termination under Subscription Enrollments, Enrolled Affiliate will have the following options:

1) For eligible products Enrolled Affiliate may [illegible] as described in the section titled "Buy-out option," provided that [illegible] buy-out order for those licenses within 60 days after [illegible] notice of termination.

2) [illegible] not exercising buy-out option, in the event of [illegible] Microsoft will issue Reseller a credit for any amount paid in [illegible] after the date of termination.

Nothing in this section shall affect perpetual Licenses rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. **Effect of termination or expiration.** When an Enrollment expires or is terminated,

(I) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments or any order of any kind, including subscription services, remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.

(II) Enrolled Affiliate's right to Software Assurance benefits under this agreement ends if it does not renew Software Assurance.

g. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may be in conflict with any such requirement or obligation. For example, Microsoft may modify or terminate an Online Service in connection with a government requirement that would cause Microsoft to be regulated as a telecommunications provider.

h. **Program updates.** Microsoft may make a change to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments.

8. Restrictions on use.

Enrolled Affiliate must not:

a. separate and use the components of a Product on two or more computers, upgrade or downgrade components at different times, or transfer components separately, except as provided in the Product Use Rights;

b. reverse engineer, decompile or disassemble any Product or Fix, except where applicable law permits it despite this limitation; or

c. distribute, sublicense, rent, lease, lend, or host any Product or Fix except as permitted in the Product Use Rights or in a separate written agreement.

9. Non-Microsoft software or technology.

a. Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes. Microsoft is not a party to and is not bound by any terms governing Enrolled Affiliate's use of non-Microsoft software or technology. Without limiting the foregoing, non-Microsoft software or scripts linked to or referenced from any Product website, are licensed to Enrolled Affiliate under the open source licenses used by the third parties that own such code, not by Microsoft.

b. If Enrolled Affiliate installs or uses any non-Microsoft software or technology with the Products or Fixes, it directs and controls the installation [illegible] of such software or technology in the Products or Fixes, through its actions [illegible] Enrolled Affiliate's use of application programming interfaces and other technical [illegible] the Online Services), [illegible] not run or make any copies of such [illegible] software or technology [illegible] of its relationship with Enrolled Affiliate.

c. If Enrolled Affiliate installs or uses any non-Microsoft software or technology with the Products or Fix, it may not do so in any [illegible] Microsoft intellectual property or technology to obligations [illegible] agreement.

10. Confidentiality.

To the extent permitted by applicable law, the terms and conditions of this agreement are confidential. Neither party will disclose such terms and conditions, or the substance of any discussions that led to them, to any third party other than Affiliates or agents, or to designated or prospective resellers who: (1) have a need to know such information in order to assist in carrying out this agreement; and (2) have been instructed that all such information is to be handled in strict confidence.

For the avoidance doubt, the parties acknowledge that this Confidentiality provision recognizes that when there is a business need to do so, Microsoft and Customer may need to share/exchange their respective Confidential Information with each other to develop a more meaningful business relationship. This section provides Microsoft and Customer with a well-balanced, commercially reasonable and comprehensive set of confidentiality terms that enable both parties to share/exchange a wide range of Confidential Information with each other knowing with confidence that significant confidentiality protections are in place. The confidentiality terms denoted below do not govern Microsoft's handling of Customer Data. In all instances under this Agreement, Microsoft's handling of Customer Data shall be governed as described under various other provisions of this Agreement and by Microsoft's data security policy.

a. What is included. "Confidential Information" is non-public information, know-how and Trade Secrets in any form that are designated as "confidential" or a reasonable person knows or reasonably should understand to be confidential. It includes non-public information regarding either party's products or customers, marketing and promotions, or the negotiated terms of Microsoft agreements.

b. **What is not included.** The following types of information, however marked, are not Confidential Information. Information that:

(i) is, or becomes, publicly available without a breach of this agreement;

(ii) was lawfully known to the receiver of the information without an obligation to keep it confidential;

(iii) is received from another source who can disclose it lawfully and without an obligation to keep it confidential;

(iv) is independently developed; or

(v) is a comment or suggestion one party volunteers about the other's business, products or services.

c. **Treatment of Confidential Information.**

(i) **In general.** Subject to the other terms of this agreement, each party agrees:

1) it will not disclose the other's Confidential Information to third parties; and

2) it will use and disclose the other's Confidential Information only for purposes of the parties' business relationship with each other.

(ii) **Security precautions.** Subject to the other terms of this agreement, each party agrees:

1) to take reasonable steps to protect the other's Confidential Information – these steps must be at least as protective as those the party takes to protect its own Confidential Information;

2) to notify the other promptly upon discovery of any unauthorized use or disclosure of Confidential Information; and

3) to cooperate with the other to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it.

(iii) **Sharing Confidential Information with Affiliates and Representatives.**

1) A "Representative" is an employee, contractor, advisor, or consultant of one of the parties or of one of the parties' Affiliates.

2) Each party may disclose the other's confidential information to its Representatives (who may then disclose that Confidential Information to other of that party's Representatives) only if those Representatives have a need to know about it for purposes of the parties' business relationship with each other. Before doing so, each party must:

A. ensure that Affiliates and Representatives are required to protect the Confidential Information on terms consistent with this agreement; and

B. accept responsibility for each Representative's use of Confidential Information.

3) Neither party is required to restrict work assignments of Representatives who have had access to Confidential Information. Neither party can control the incoming information the other will disclose to it in the course of working together, or what that party's Representatives will remember, even without notes or other aids. Each party agrees that use of information in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

(iv) **Disclosing Confidential Information if required to by law.** Each party may disclose the other's Confidential Information if required to comply with a court order or other government demand that has the force of law. Before doing so, each party must seek

the highest level of protection available and, when possible, give the other enough prior notice to provide a reasonable chance to seek a protective order.

d. **Length of Confidential Information obligations.** Except as permitted above, neither party will use or disclose the other's Confidential Information for five years after it is received. The five-year time period does not apply if applicable law requires a longer period or the Product Use Rights provide a more specific requirement.

11. *Warranties.*

a. **Limited warranty.** Microsoft warrants that:

(i) Online Services will perform in accordance with the applicable Service Level Agreement;

(ii) Products other than Online Services will perform substantially as described in the applicable Microsoft user documentation; and

b. **Limited warranty term.** The limited warranty for:

(i) Online Services is for the duration of Enrolled Affiliate's use of the Online Service, subject to the notice requirements in the applicable Service Level Agreement;

(ii) Products other than Online Services is one year from the date Enrolled Affiliate first uses the Product; and

c. **Limited warranty exclusions.** This limited warranty is subject to the following limitations:

(i) any implied warranties, guarantees or conditions [illegible] as a matter of law last for [illegible] from the start of the limited warranty;

(ii) the limited warranty does not cover problems caused by [illegible] 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 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.

d. **Remedies for breach of limited warranty.** If Microsoft fails to meet any of the above limited warranties and Enrolled Affiliate notifies Microsoft within the warranty term, then Microsoft will:

(i) for Online Services, provide the remedies identified in the Service Level Agreement for the affected Online Service;

(ii) for Products other than Online Services, at its option either (1) return the price paid or (2) repair or replace the Product; and

These are Enrolled Affiliate's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.

e. **DISCLAIMER OF OTHER WARRANTIES. 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.**

12. Defense of infringement, misappropriation, and third party claims.

a. **Microsoft's agreement to protect.** Microsoft will defend Enrolled Affiliate against any claims made by an unaffiliated third party that any Product or Fix that is made available by Microsoft for a fee infringes that party's patent, copyright, or trademark or makes unlawful use of its Trade Secret. Microsoft will also pay the amount of any resulting adverse final judgment (or settlement to which Microsoft consents). This section provides Enrolled Affiliate's exclusive remedy for these claims.

b. **Limitations on defense obligation.** Microsoft's obligations will not apply to the extent that the claim or award is based on:

(i) Customer Data, non-Microsoft software, modifications Enrolled Affiliate makes to, or any specifications or materials Enrolled Affiliate provides or makes available for, a Product or Fix;

(ii) Enrolled Affiliate's combination of the Product or Fix with a non-Microsoft product, data or business process; or damages based on the use of a non-Microsoft product, data or business process;

(iii) Enrolled Affiliate's use of either Microsoft Trademarks or the use or redistribution of a Product or Fix in violation of this agreement or any agreement incorporating its terms or;

(iv) Enrolled Affiliate's use of a Product or Fix after Microsoft notifies Enrolled Affiliate to discontinue that use due to a third party claim.

To the extent permitted by applicable law, Enrolled Affiliate will indemnify Microsoft for any costs or damages that result from any of the above.

c. **Enrolled Affiliate's agreement to protect.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft and its Affiliates against any claims made by an unaffiliated third party that:

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

(ii) Arises from violation of the Acceptable Use Policy, which is described in the Product Use Rights.

Customer will be responsible for the amount of any resulting adverse final judgment (or settlement to which it consents). This Section provides Microsoft's exclusive remedy for these claims.

d. **Rights and remedies in case of possible infringement or misappropriation.**

(i) **Microsoft's offerings.** If Microsoft reasonably believes that a Product or Fix may infringe or misappropriate a third-party's intellectual property rights, Microsoft will seek to: (1) procure for Enrolled Affiliate the right to continue to use the Product or Fix; or (2) modify or replace it with a functional equivalent to make it non-infringing and notify Enrolled Affiliate to discontinue use of the prior version, which Enrolled Affiliate must do immediately. If the foregoing options are not commercially reasonable for Microsoft, or if required by a valid judicial or government order, Microsoft may terminate Enrolled Affiliate's license or access rights in the Product or Fix. In such a case, Microsoft will provide Enrolled Affiliate with notice and refund any amounts Enrolled Affiliate has paid for those rights to the Product or Fix (or for Online Services, any amount Enrolled Affiliate has paid in advance for unused Online Services).

(ii) **Customer Data or use of non-Microsoft software with Online Services.** If an unaffiliated third party asserts that Customer Data or non-Microsoft software or technology used by Enrolled Affiliate the Online Services violates their intellectual property rights, Microsoft may ask Customer to remove the allegedly infringing item. If

Enrolled Affiliate fails to do so within a reasonable period of time, Microsoft may suspend or terminate the Online Service to which the Customer Data or non-Microsoft software relates.

e. **Obligations of protected party.** Enrolled Affiliate must notify Microsoft promptly in writing of a claim subject to the Subsection titled "Microsoft's agreement to protect" and Microsoft must notify Enrolled Affiliate promptly in writing of a claim subject to the Subsection titled "Customer's agreement to protect." The party invoking its right to protection must (1) give the other party sole control over the defense or settlement; and (2) provide reasonable assistance in defending the claim. The party providing the protection will reimburse the other party for reasonable out of pocket expenses that it incurs in providing assistance.

13. *Limitation of liability.*

a. **Limitation on liability.** To the extent permitted by applicable law, the liability of Microsoft and Enrolled Affiliate, their respective Affiliates and contractors arising under this agreement is limited to direct damages up to (1) for Products other than Online Services, the amount Enrolled Affiliate was required to pay for the Product giving rise to that liability and (2) for Online Services, the amount Enrolled Affiliate paid for the Online Service giving rise to that liability during the prior 12 months. In the case of Products 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 liability limitations will not apply to:

(i) Microsoft's or Enrolled Affiliate's obligations under the section titled "Defense of Infringement, misappropriation, and third party claims";

(ii) liability for damages caused by either party's gross negligence or willful misconduct, or that of its employees or its agents, and awarded to a third party (adjudication (provided that, in jurisdictions that do not recognize a legal distinction between "gross negligence" and "negligence," "gross negligence" for purposes of this subsection shall mean "recklessness");

(iii) liabilities arising out of any breach by either party of its obligations under the section 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 for fraudulent misrepresentation; and

(v) violation by either party of the other party's intellectual property rights.

b. **EXCLUSION OF CERTAIN DAMAGES. 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 THE PARTIES' RESPECTIVE OBLIGATIONS IN THE SECTION TITLED "DEFENSE OF INFRINGEMENT, MISAPPROPRIATION, AND THIRD PARTY CLAIMS."**

c. **Affiliates and Contractors.** Neither Microsoft nor Enrolled Affiliate shall bring any action against the other's Affiliates or contractors in respect of any matter disclaimed on their behalf in this agreement.

14. Verifying compliance.

a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to the Products it and its Affiliates use or distribute. Microsoft has the right, to the extent permitted by applicable law, to verify compliance with the license terms for Products, at Microsoft's expense.

b. **Verification process and limitations.** Microsoft will provide customer at least 30 days' notice of its intent to verify compliance. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Customer's operations. Customer must promptly provide the independent auditor with any information it reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products Customer hosts, sublicenses, or distributes to third parties. As an alternative, Microsoft may require Customer to complete Microsoft's self-audit process relating to the Products Customer and any of its Affiliates use or distribute. Such information will be used solely for purposes of determining compliance.

c. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use, Customer must within 30 days order sufficient licenses to cover its use. If there is no unlicensed use, Microsoft will not undertake another verification of Enrolled Affiliate for at least one year. By exercising the rights and procedures [illegible] Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other means permitted by law.

15. Miscellaneous.

a. **Notices to Microsoft.** Notices, authorizations, and requests in connection with this agreement must be sent by regular or overnight mail, express courier, or fax to the addresses and numbers listed on the signature form and in this agreement. Notices will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery.

Copies should be sent to:

Microsoft Corporation
Legal and Corporate Affairs
Volume Licensing Group
One Microsoft Way
Redmond, WA 98052
USA

Via Facsimile: (425) 936-7329

Microsoft may provide information about upcoming Enrollment deadlines and Online Services in electronic form. Such information may be provided by email to contacts provided by Enrolled Affiliate under an Enrollment, or through a web site Microsoft identifies. Notice by email is given as of the transmission date.

b. **Assignment.** Either party may assign this agreement to an Affiliate only. Assignment will not relieve the assigning party of its obligations under the assigned agreement. If either party assigns this agreement, it must notify the other party of the assignment in writing.

c. **Severability.** If a court holds any provision of this agreement to be illegal, invalid or unenforceable, the rest of the document will remain in effect and this agreement will be amended to give effect to the eliminated provision to the maximum extent possible. Subcontractors. Microsoft may use contractors to perform Services and support Online Services. Microsoft will be responsible for their performance subject to the terms of this agreement.

d. **Waiver.** A waiver of any breach of this agreement is not a waiver of any other breach. Any waiver must be in writing and signed by an authorized representative of the waiving party.

e. **Applicable law; Dispute resolution.** The terms of this agreement will be governed by the laws of Enrolled Affiliate's state, without giving effect to its conflict of laws. Disputes relating to this agreement will be subject to applicable dispute resolution laws of Enrolled Affiliate's state.

f. **This agreement is not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft software.

g. **Entire agreement.** This agreement, the Product List, all Enrollments under this agreement, and the Product Use Rights constitute the entire agreement concerning the subject matter and supersede any prior or contemporaneous communications. In the case of a conflict between any documents referenced in this agreement that is not expressly resolved in the documents, their terms will control in the following order: (1) these terms and conditions and the accompanying signature form; (2) an Enrollment; (3) the Product List; (4) the Product Use Rights; (5) any other documents; and (6) all orders submitted under this agreement.

h. **Survival.** Provisions regarding ownership and license rights, Product Use Rights, restrictions on use, evidence of perpetual licenses, transfer of licenses, warranties, defense of infringement and misappropriation claims, Microsoft's and Customer's obligations to protect each other, limitations of liability, confidentiality, compliance verification, obligations on termination or expiration and the other provisions in this section entitled "Miscellaneous" will survive termination or expiration of this agreement and of any agreement in which they are incorporated.

i. **No transfer of ownership.** Microsoft [illegible] ownership rights in any licensed Product.

j. **Free Products.** It is Microsoft's intent that the terms of this agreement and the Product Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.

k. **Amending the agreement.** This agreement (except the Product List and the Product Use Rights) can be changed only by an amendment signed by both parties.

l. **Resellers and other third parties cannot bind Microsoft.** Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

m. **Privacy and security.** Microsoft and Enrolled Affiliate will each comply with all applicable privacy and data protection laws and regulations (including applicable security breach notification law). However, Microsoft is not responsible for compliance with any laws applicable to Enrolled Affiliate or Enrolled Affiliate's industry that are not also generally applicable to information technology services providers. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Enrolled Affiliate may choose to provide personal information to Microsoft on behalf of third parties (including Enrolled Affiliate's contacts, resellers, distributors, administrators, and employees) as part of this agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft. The personal information Enrolled Affiliate provides in connection with this agreement will be processed according to the privacy statement available at https://www.microsoft.com/licensing/servicecenter (see footer), except

that Product-specific privacy statements are in the Product use rights. Personal data collected through Products or Services may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities. By using the Products or Services, Customer consents to the foregoing. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland. For Online Services, additional privacy and security details are in the Product use rights.

n. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the online services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at http://www.microsoft.com/enable.

o. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on http://www.microsoft.com at such time.

p. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this agreement and the Product Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products. Additional payment of License fees specified in this agreement for unlicensed use.

q. **U.S. export jurisdiction.** Products and Fixes are subject to U.S. export jurisdiction. Customer will comply with all U.S. Export Administration Regulations and International Traffic in Arms Regulation requirements as well as all end-user, end-use and country restrictions issued by the U.S. and other governments applicable to the Products. For additional information, see http://www.microsoft.com/exporting.

Microsoft | Volume Licensing

Supplemental Contact Information Form State and Local



This form applies to: ☒ Agreement

☐ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

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. If the Entity purchases for designate other contact types, the same required fields must be completed for each. By providing contact information, entity consents to its use for purposes of administering this Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to Microsoft's privacy statement available at https://licensing.microsoft.com.

1. *Additional notices contact.*

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of Entity*
Contact name*: First Last
Contact email*
Street address*
City* **State*** **Postal code***
Country*
Phone* **Fax**

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

2. *Software Assurance manager.*

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of Entity*
Contact name*: First Last
Contact email*
Street address*
City* **State*** **Postal code***
Country*
Phone* **Fax**

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

3. *Subscriptions manager.*

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of Entity*
Contact name*: First Last
Contact email*
Street address*
City* **State*** **Postal code***
Country*
Phone* **Fax**
☐ This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

4. *Online Services manager.*

This contact will be provided online permissions to manage the Online Services ordered under the Enrollment or Registration.

Name of Entity*
Contact name*: First Last
Contact email*
Street address*
City* **State*** **Postal code***
Country*
Phone* **Fax**
☐ This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

5. *Customer Support Manager (CSM):*

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of Entity*
Contact name*: First Last
Contact email*
Street address*
City* **State*** **Postal code***
Country*
Phone* **Fax**
☐ This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

6. *Primary contact information:*

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of Entity* State of West Virginia
Contact name*: First Emily Last Dowdy

Contact email* Emily.C.Dowdy@wv.gov
Street address* 1900 Kanawha Blvd., E
City* Charleston State* WV Postal code* 25305
Country*: USA
Phone* 304 558 6806 Fax 304 558 0006

7. *Notices contact and online administrator information:*

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☒ Same as primary contact
Name of Entity*
Contact name*: First Last
Contact email*
Street address*
City* State* Postal code*
Country*:
Phone* Fax
☐ This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

Microsoft | Volume Licensing

Enterprise Agreement (Indirect)
Amendment ID CTM



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 Agreement, the Agreement is amended as follows:

1. The Enterprise Agreement section 4, How to know what Product Use Rights apply the following subsection is added:

   d. In lieu of your obligation to indemnify us under various provisions of the product use rights, you will be responsible for any cost or damages *assessed by a court of competent jurisdiction* arising from any claim to which your indemnity obligation would otherwise apply.

2. The Enterprise Agreement, section 7. Term and termination. only subsection *b. Termination without cause* is hereby deleted in its entirety and replaced with the following:

   b. Termination without cause. Either party may terminate this agreement, without cause, *upon 30 days written notice*. Such termination will merely terminate either party's and its Affiliates' ability to enter into new Enrollments under this agreement. Such termination will not affect any Enrollment or order not otherwise terminated, and any terms of this agreement applicable to any Enrollment or order not otherwise terminated will continue in effect with respect to that Enrollment or order. An Enrolled Affiliate may terminate an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Enrollment are not appropriated or allocated for such purpose.

3. The Enterprise Agreement section 19. Confidentiality, the first paragraph is modified as follows:

   This agreement and all associated documents, that are not otherwise exempt under law, are considered public records and will be disclosed to the public in accordance with applicable laws, rules, and policies governing the West Virginia Purchasing Division. Disclosure includes, but is not limited to, publication of this agreement on the Purchasing Division's website immediately upon its execution. Applicable laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code section 29B 1 1 et.seq. Notwithstanding the foregoing, neither party will disclose the substance of any discussions that led to the terms of this Agreement, to any third party other than Affiliates or agents, or to designated or prospective resellers who: (1) have a need to know such information in order to assist in carrying out this Agreement; and (2) have been instructed that all such information is to be handled in strict confidence.

4. The Enterprise Agreement, section 12. Defense of infringement, misappropriation, and third party claims. *Subsection c. Enrolled Affiliate's agreement to protect.* is hereby deleted in its entirety and replaced with the following:

   c. Enrolled Affiliate's agreement to protect. *To the extent permitted by West Virginia law,* Enrolled Affiliate will defend Microsoft and its Affiliates against any claims made by an unaffiliated third party that:

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

      (ii) Arises from violation of just the Acceptable use Policy, which is described in the Product Use Rights.

Customer will be responsible for the amount of any resulting adverse final judgment (or settlement to which it consents). This Section provides Microsoft's exclusive remedy for these claims assessed by a court of competent jurisdiction.

5. New Subsections 15. (r) Availability of funds. is hereby added to the agreement, as follows:

r. Availability of funds. *Each payment obligation of Customer or Customer's Affiliates is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. Nothing in the section shall be construed to limit Microsoft's right to terminate one or more enrollments upon non-payment due to non-appropriation of funds, pursuant to section 7. Term and Termination, or to issue partial license confirmations in a quantity proportionate to the amount paid relative to the total prior to such termination, pursuant to subsection 7(d).*

6. The Enterprise Agreement Section 13. Limitation on liability is hereby restated and revised in its entirety

Limitation of liability.

a. **Limitation on liability.** To the extent permitted by applicable law, the liability of Microsoft and Enrolled Customer, their respective Affiliates and contractors arising under this agreement is limited to direct damages up to (1) for Products other than Online Services, two times (2x) the amount Enrolled Customer was required to pay for the Product giving rise to that liability and (2) for Online Services other than Office 365 Services, the amount Enrolled Affiliate paid for the Online Service giving rise to that liability during the prior 12 months. In the case of Products provided free of charge, or code that Enrolled Customer 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 and Enrolled Affiliate's obligations under the section titled "Defense of infringement, misappropriation, and third party claims";

(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 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 for fraudulent misrepresentation; and

(v) violation by either party of the other party's intellectual property rights.

b. **EXCLUSION OF CERTAIN DAMAGES. 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 THE PARTIES' RESPECTIVE**

OBLIGATIONS IN THE SECTION TITLED "DEFENSE OF INFRINGEMENT, MISAPPROPRIATION, AND THIRD PARTY CLAIMS."

c. **Affiliates and Contractors.** Neither Microsoft nor Enrolled Customer shall bring any action against the other's Affiliates or contractors in respect of any matter disclaimed on their behalf in this agreement.

d. ***Limitation of Liability for Office 365 Services.***

The following additional definitions shall apply to this Section 13(d):

(i) "Covered Data Loss," means loss of Customer Data that is not (a) attributable to the instructions, acts or omissions of Enrolled Affiliate or its users or (b) within the published recovery point objective for the Office 365 Services;

(ii) "Covered Disclosure," means disclosure of Customer Data as a result of a Successful Security Incident; and

(iii) "Security Incident" means any unlawful access to any Customer Data stored or transmitted on Microsoft's equipment or in Microsoft's facilities or unauthorized access to such equipment or facilities or transmissions resulting in loss, disclosure, or alteration of Customer Data.

(iv) "PII" means information or data, alone or in combination, that (a) identifies or authenticates a particular individual. PII may include, without limitation, name, date of birth, full address (e.g. house number, city, state, and/or zip code), passwords, PINs, biometric data, unique identification numbers (e.g., social security numbers, driver license numbers, credit or debit account numbers, medical record numbers), federal or state tax information, answers to security questions or other personal identifiers or (b) meets the definition ascribed to the term "Personal Information" under §6809(4) of the Gramm-Leach-Bliley Act.

(v) "Qualifying State Agencies" mean the West Virginia State Agencies listed in the following table:

Qualifying State Agencies
WV Department of Administration
WV Office of Technology
Workforce West Virginia
WV Department of Tax and Revenue
WV Division of Rehab Services
WV Department of Military Affairs & Public Safety
WV Department of Environmental Protection
WV Department of Health & Human Resources
WV Department of Commerce
WV Department of Transportation
WV Department of Education and the Arts
WV Development Office

Solely for purposes of clarity related to the Office 365 Services, Section 13a of this Agreement, above, titled "Limitation of Liability," is hereby amended as follows.

(a) the amendment to the monetary limitation of liability for the Office 365 Services will apply to Microsoft's liability arising out of or in relation to its breach of its obligations under this Agreement related to Customer Data;

(b) for Qualifying State Agencies enrolled as Enrolled Affiliates under this Agreement, the liability of each party, its Affiliates and its Contractors arising under an Enrollment shall be limited to direct damages up to the amount the Enrolled Affiliate paid during the prior 12 months for the Office 365 Services that gave rise to the liability. For

purposes of clarity, notwithstanding the extent to which any component of Office 365 Services (e.g. Exchange Online) gives rise to liability, Microsoft's limitation of liability will be calculated using the whole monthly prices of each Office 365 Services SKU (including the monthly prices of Suites, rather than the components of such Suites) across all Enrollments under which Qualifying State Agencies have placed subscription orders. This change in the monetary limitation of liability for Office 365 Services will also apply to Microsoft's liability arising out of or in relation to Customer Data;

(c) for all other Enrolled Affiliates, the liability of each party, its Affiliates and its Contractors arising under an Enrollment shall be limited to direct damages up to the amount the Enrolled Affiliate paid during the prior 12 months for the Office 365 Services that gave rise to the liability. For purposes of clarity, notwithstanding the extent to which any component of Office 365 Services (e.g. Exchange Online) gives rise to liability, Microsoft's limitation of liability will be calculated using the whole monthly prices of each Office 365 Services SKU (including the monthly prices of Suites, rather than the components of such Suites) on the impacted Enrollment for which the Enrolled Affiliate has placed subscription orders. This change in the monetary limitation of liability for Office 365 Services will also apply to Microsoft's liability arising out of or in relation to Customer Data.

For purposes of this Section 13d, the following shall be deemed to be "direct damages" not subject to the exclusion of indirect or consequential damages as set forth above in Section 13b:

(1) The following costs related to affected individuals whose Personally Identifiable Information (PII) is disclosed pursuant to a Covered Disclosure:

a. Enrolled Affiliate's reasonable costs in notifying affected individuals of Covered Disclosure in which the data subjects' personally-identifiable information has been disclosed;

b. Credit monitoring for up to twelve (12) months for affected individuals;

c. Damages and fines assessed against Enrolled Affiliates by a court of competent jurisdiction and awarded to individuals whose Personally Identifiable Information is subject to a Covered Disclosure.

d. Any additional reasonable and documented costs of any mitigation, remedies or plans to the extent that such mitigation, remedies or plans are customary, reasonable, and expected to be paid by government entities, given the nature and scope of the Security Incident involving a Customer Data breach of PII, as validated by an independent internationally recognized third party industry expert chosen by both parties.

7. The Enterprise Agreement Section 15.m. Privacy and Security.

m. Privacy and security. Microsoft and Enrolled Affiliate will each comply with all applicable privacy and data protection laws and regulations (including applicable security breach notification law). However, Microsoft is not responsible for compliance with any laws applicable to Enrolled Affiliate or Enrolled Affiliate's industry that are not also generally applicable to information technology services providers. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Enrolled Affiliate may choose to provide personal information to Microsoft on behalf of third parties (including Enrolled Affiliate's contacts, resellers, distributors, administrators, and employees) as part of this agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft. The personal information Enrolled Affiliate provides in connection with this agreement will be processed according to the privacy statement available at https://www.microsoft.com/licensing/servicecenter (see footer), except that Product-specific privacy statements are in the Product use rights. Personal data collected through Products or Services may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities. By using the Products or Services, Customer consents to the foregoing. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S.

Department of Commerce regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland. For Online Services, additional privacy and security details are in the Product use rights.

6. New Subsections 15. (s) Litigation assistance. is hereby added to the agreement, as follows:

s. Litigation assistance. *Microsoft shall provide commercially reasonable assistant to agency in the event of formal litigation or administrative proceedings against the Agency, its officers or employees based upon claimed violations of any applicable regulation or law attributable in whole or in part to Microsoft's performance of its obligations under this Enrollment, except to the extent Microsoft is named as an adverse party.*

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

Microsoft Volume Licensing

Enterprise Agreement
Microsoft Online Services Security Amendment
Amendment ID CTM

Enterprise Agreement number
Microsoft to complete

This Microsoft Online Services Security Amendment (*"Amendment"*) is entered into between the parties identified on the signature form for the agreement identified above (*"Agreement"*). The parties agree that the Amendment supplements the Agreement and applies to only the Microsoft Online Services, defined below, Customer buys under an Enterprise Enrollment under the Agreement.

Defined Terms

Capitalized terms used but not defined in this Amendment will have the meanings provided in the Enterprise Enrollment, Agreement, and applicable Microsoft Business Agreement/Microsoft Business and Services Agreement. 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, Customer through Customer's use of the Microsoft Online Services.

"Dynamics CRM Online Services" means Dynamics CRM Online [redacted] SKUs such as DynCRMOnln ALNG SubsVL [redacted] PerUsr (DSD-00001).

"End User" means an individual that accesses the Microsoft Online Services [redacted]

"Microsoft Online Services" for this Amendment only, means Office 365 Services and Dynamics CRM Online Services.

"Office 365 Services" means (a) Exchange Online, Exchange Online Archiving, SharePoint Online, Lync Online, and Office Web Apps included in Office 365 Enterprise Plans E1, E2, E3, E4, K1 and K2; and (b) Exchange Online Plans 1, 2, Basic and Kiosk, SharePoint Online Plans 1, 2 and 3; Office Web Apps Plans 1 and 2; and Lync Online Plans 1, 2 and 3. Office 365 Services do not include Office 365 ProPlus or any separately branded service made available with an Office 365-branded plan or suite.

Privacy

a. **Privacy practices.** Microsoft will comply with all laws and regulations applicable to its provision of the Microsoft Online Services (including applicable security breach notification law). However, Microsoft is not responsible for compliance with any laws applicable to Customer or Customer's industry that are not generally applicable to information technology services providers.

b. **Customer Data.** Microsoft will process Customer Data in accordance with the provisions of this Amendment and, except as stated in the Enrollment and this Amendment, Microsoft (a) will acquire no rights in Customer Data and (b) will not use or disclose Customer Data for any purpose other than stated below. Microsoft's use of Customer Data is as follows:

(i) Customer Data will be used only to provide Customer the Microsoft Online Services. This may include troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the Microsoft Online Services and the improvement of features that involve the detection of, and protection against, emerging and evolving threats to the user (such as malware or spam).

(II) Microsoft will not disclose Customer Data to law enforcement unless required by law. Should law enforcement contact Microsoft with a demand for Customer Data, Microsoft will attempt to redirect the law enforcement agency to request that data directly from Customer. As part of this effort, Microsoft may provide Customer's basic contact information to the agency. If compelled to disclose Customer Data to law enforcement, Microsoft will use commercially reasonable efforts to notify Customer in advance of a disclosure unless legally prohibited.

c. **Customer Data deletion or return.** Upon expiration or termination of Customer's use of the Microsoft Online Services, Customer may extract Customer Data and Microsoft will delete Customer Data, each in accordance with the Product Use Rights.

d. **End User requests.** Microsoft will not independently respond to requests from Customer's End Users without Customer's prior written consent, except where required by applicable law.

e. **Microsoft personnel.** Microsoft personnel will not process Customer Data without authorization from Customer. Microsoft personnel are obligated to maintain the confidentiality of any Customer Data and this obligation continues even after their engagement ends.

f. **Subcontractor transfer.** Microsoft may hire other companies to provide limited services on its behalf, such as providing customer support. Any such subcontractors will be permitted to obtain Customer Data only to deliver the services Microsoft has retained them to provide, and they are prohibited from using Customer Data for any other purpose. Microsoft remains responsible for its subcontractors' compliance with the obligations of this Amendment. Any subcontractors to whom Microsoft transfers Customer Data, even those used for storage purposes, will have entered into written agreements with Microsoft requiring that the subcontractor abide by terms no less protective than this Amendment. Customer consents to Microsoft's transfer of Customer Data to subcontractors as described in this Amendment. Except as set forth above, or as Customer may otherwise authorize, Microsoft will not transfer to any third party (not even for storage purposes) personal data Customer provides to Microsoft through the use of the Microsoft Online Services.

2. *Customer responsibilities.*

Customer must comply with applicable legal requirements for privacy, data protection, and confidentiality of communications related to its use of Microsoft Online Services.

3. *Security*

a. **General practices.** Microsoft has implemented and will maintain appropriate technical and organizational measures, internal controls, and information security routines intended to protect Customer Data against accidental loss, destruction, or alteration; unauthorized disclosure or access; or unlawful destruction as follows:

(I) **Domain: organization of information security**

1) **Security ownership.** Microsoft has appointed one or more security officers responsible for coordinating and monitoring the security rules and procedures.

2) **Security roles and responsibilities.** Microsoft personnel with access to Customer Data are subject to confidentiality obligations.

3) **Risk management program.** Microsoft performed a risk assessment before processing the Customer Data or launching the Microsoft Online Services Service.

4) Microsoft retains its security documents pursuant to its retention requirements after they are no longer in effect.

(II) **Domain: asset management**

1) **Asset inventory.** Microsoft maintains an inventory of all media on which Customer Data is stored. Access to the inventories of such media is restricted to Microsoft personnel authorized in writing to have such access.

2) **Asset handling.**

A. Microsoft classifies Customer Data to help identify it and to allow for access to it to be appropriately restricted (e.g., through encryption).

B. Microsoft imposes restrictions on printing Customer Data and has procedures for disposing of printed materials that contain Customer Data.

C. Microsoft personnel must obtain Microsoft authorization prior to storing Customer Data on portable devices, remotely accessing Customer Data, or processing Customer Data outside Microsoft's facilities. This includes removing media (e.g., USB sticks and CD-ROMs) and documents containing Customer Data from Microsoft's facilities.

(iii) **Domain: human resources security**

1) **Security training.**

A. Microsoft informs its personnel about relevant security procedures and their respective roles. Microsoft also informs its personnel of possible consequences of breaching the security rules and procedures.

B. Microsoft will only use anonymous data in training.

(iv) **Domain: physical and environmental security**

1) **Physical access to facilities.** Microsoft limits access to facilities where information systems that process Customer Data are located to identified authorized individuals.

2) **Physical access to components.** Microsoft maintains records of incoming and outgoing media containing Customer Data, including the kind of media, the authorized sender/recipients, date and time, the number of media and the types of Customer Data they contain.

3) **Protection from disruptions.** Microsoft uses a variety of industry standard systems to protect against loss of data due to power supply failure or line interference.

4) **Component disposal.** Microsoft uses industry standard processes to delete Customer Data when it is no longer needed.

(v) **Domain: communications and operations management**

1) **Operational policy.** Microsoft maintains security documents describing its security measures and the relevant procedures and responsibilities of its personnel who have access to Customer Data.

2) **Data recovery procedures.**

A. On an ongoing basis, but in no case less frequently than once a week (unless no Customer Data has been updated during that period), Microsoft maintains multiple copies of Customer Data from which Customer Data can be recovered.

B. Microsoft stores copies of Customer Data and data recovery procedures in a different place from where the primary computer equipment processing the Customer Data is located.

C. Microsoft has specific procedures in place governing access to copies of Customer Data.

D. Microsoft reviews data recovery procedures at least every six months.

E. Microsoft logs data restoration efforts, including the person responsible, the description of the restored data and which data (if any) had to be input manually in the data recovery process.

3) **Malicious software.** Microsoft has anti-malware controls to help avoid malicious software gaining unauthorized access to Customer Data, including malicious software originating from public networks.

4) **Data beyond boundaries.**

A. Microsoft encrypts Customer Data that is transmitted over public networks.

B. Microsoft restricts access to Customer Data in media leaving its facilities (e.g., through encryption).

5) **Event Logging.**

A. Microsoft logs the use of our data-processing systems.

B. Microsoft logs access and use of information systems containing Customer Data, registering the access ID, time, authorization granted or denied, and relevant activity.

(vi) **Domain: access control**

1) **Access policy.** Microsoft maintains a record of security privileges of individuals having access to Customer Data.

2) **Access authorization.**

A. Microsoft maintains and updates a record of personnel authorized to access Microsoft systems that contain Customer Data.

B. [illegible] deactivates authentication credentials that have not been used for a period of time not to exceed six months.

C. Microsoft identifies those personnel who may grant, alter or cancel authorized access to data and resources.

D. Microsoft ensures that where more than one individual has access to systems containing Customer Data, the individuals have separate identifiers/log-ins.

3) **Least privilege.**

A. Technical support personnel are only permitted to have access to Customer Data when needed.

B. Microsoft restricts access to Customer Data to only those individuals who require such access to perform their job function.

4) **Integrity and confidentiality.**

A. Microsoft instructs Microsoft personnel to disable administrative sessions when leaving premises Microsoft controls or when computers are otherwise left unattended.

B. Microsoft stores passwords in a way that makes them unintelligible while they are in force.

5) **Authentication.**

A. Microsoft uses industry standard practices to identify and authenticate users who attempt to access information systems.

B. Where authentication mechanisms are based on passwords, Microsoft requires that the passwords are renewed regularly.

C. Where authentication mechanisms are based on passwords, Microsoft requires the password to be at least eight characters long.

D. Microsoft ensures that de-activated or expired identifiers are not granted to other individuals.

E. Microsoft monitors repeated attempts to gain access to the information system using an invalid password.

F. Microsoft maintains industry standard procedures to deactivate passwords that have been corrupted or inadvertently disclosed.

G. Microsoft uses industry standard password protection practices, including practices designed to maintain the confidentiality and integrity of passwords when they are assigned and distributed, and during storage.

8) **Network design.** Microsoft has controls to avoid individuals assuming access rights they have not been assigned to gain access to Customer Data they are not authorized to access.

(vii) **Domain: Information security incident management**

1) **Incident response process.**

A. Microsoft maintains a record of security breaches with a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported, and the procedure for recovering data.

B. Microsoft tracks disclosures of Customer Data, including what data has been disclosed, to whom, and at what time.

2) **Service Monitoring.** Microsoft security personnel verify logs at least every six months to propose remediation efforts if necessary.

(viii) **Domain: Business Continuity Management**

1) Microsoft maintains emergency and contingency plans for the facilities in which Microsoft information systems that process Customer Data are located.

2) Microsoft's redundant storage and its procedures for recovering data are designed to attempt to reconstruct Customer Data in its original state from before the time it was lost or destroyed.

(ix) The security measures described in this Section 4 are Microsoft's only responsibility with respect to the security of Customer Data. For Customer Data, these measures replace any confidentiality obligations contained in the Enrollment or any other non-disclosure agreement between Microsoft and Customer.

b. **Certifications and audits**

(i) Microsoft has established and agrees to maintain a data security policy that complies with the ISO 27001 standards for the establishment, implementation, control, and improvement of the Information Security Management System and the ISO/IEC 27002 code of best practices for information security management ("*Microsoft Online Information Security Policy*"). On a confidential need-to-know basis, and subject to Customer's agreement to non-disclosure obligations Microsoft specifies, Microsoft will make the Microsoft Online Information Security Policy available to Customer, along with other information reasonably requested by Customer regarding Microsoft security practices and policies. Customer is solely responsible for reviewing the Microsoft Online Information Security Policy, making an independent determination as to whether the Microsoft Online Information Security Policy meets Customer's requirements, and for ensuring that Customer's personnel and consultants follow the guidelines they are provided regarding data security.

(ii) Microsoft will audit the security of the computers and computing environment that it uses in processing Customer Data (including personal data) on the Microsoft Online Services and the physical data centers from which Microsoft provides the Microsoft Online Services. This audit: (a) will be performed at least annually; (b) will be performed according to ISO 27001 standards; (c) will be performed by third party security professionals at Microsoft's selection and expense; (d) will result in the

generation of an audit report ("*Microsoft Audit Report*"), which will be Microsoft's confidential information; and (e) may be performed for other purposes in addition to satisfying this Section (e.g., as part of Microsoft's regular internal security procedures or to satisfy other contractual obligations).

(iii) If Customer requests in writing, Microsoft will provide Customer with a confidential summary of the Microsoft Audit Report ("*Summary Report*") so that Customer can reasonably verify Microsoft's compliance with the security obligations under this Amendment. The Summary Report is Microsoft confidential information.

(iv) Microsoft will make good faith, commercially reasonable efforts to remediate (a) any errors identified in a Microsoft Audit Report that could reasonably be expected to have an adverse impact on Customer use of the Microsoft Online Services and (b) material control deficiencies identified in the Microsoft Audit Report.

4. Security Incident Notification

a. If Microsoft becomes aware of any unlawful access to any Customer Data stored on Microsoft's equipment or in Microsoft's facilities, or unauthorized access to such equipment or facilities resulting in loss, disclosure, or alteration of Customer Data (each a "Security Incident"), Microsoft will promptly: (a) notify Customer of the Security Incident; (b) investigate the Security Incident and provide Customer with detailed information about the Security Incident; and (c) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident.

b. Customer agrees that:

(i) An unsuccessful Security Incident will not be subject to this Section. An unsuccessful Security Incident is one that results in no unauthorized access to Customer Data or to any of Microsoft's equipment or facilities storing Customer Data, and may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond IP addresses or headers) or similar incidents; and

(ii) Microsoft's obligation to report or respond to a Security Incident under this Section is not and will not be construed as an acknowledgement by Microsoft of any fault or liability with respect to the Security Incident.

c. Notification(s) of Security Incidents, if any, will be delivered to one or more of Customer's administrators by any means Microsoft selects, including via email. It is Customer's sole responsibility to ensure Customer's administrators maintain accurate contact information on the Online Services portal at all times.

5. Additional Terms

a. **Data Location.** Microsoft will provide Office 365 for Government Services from data centers in the United States. In connection with the Office 365 for Government Services, storage of the following customer data at rest will be located in data centers only in the United States: (i) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), and (ii) SharePoint Online site content and the files stored within that site.

b. **Office 365 Services and Customer Data.** Office 365 Services shall not capture, maintain, scan, index, share or use Customer Data, or otherwise use any data-mining technology, for any activity not authorized under the Agreement. Office 365 Services shall not use Customer Data for any advertising or other commercial purpose of Microsoft or any third party. Office 365 Services will be logically separate from Microsoft's consumer online services. Unless expressly approved by Customer in advance, Customer Data will not be commingled with data in Microsoft's consumer online services or with data created by or resulting from Microsoft's scanning, indexing, or data-mining activities.

6. Miscellaneous

a. **Confidentiality.** Customer will treat the terms and conditions of this Amendment, the contents of the Microsoft Online Information Security Policy, the Microsoft Audit Report and the Summary Report as confidential and shall not disclose them to any third party except for Customer's auditors or consultants that need access to such information for the purpose of this business relationship, as articulated in this Amendment and the Agreement.

b. **Term and Termination.** This Amendment shall automatically terminate upon any termination or expiration of the Agreement.

c. **Order of precedence.** If there is a conflict between any provision in this Amendment and any provision in the Enterprise Enrollment, Agreement, applicable Microsoft Business Agreement/Microsoft Business and Services Agreement, the Product Use Rights (including the linked Privacy and Security Terms) for the Online Services, this Amendment shall control.

d. **Entire agreement.** Except for changes made by this Amendment, the Agreement remains unchanged and in full force and effect.

This Amendment [illegible]

Microsoft

Volume Licensing

Enterprise Agreement
Amendment ID CTM

Agreement Number [redacted]

[redacted]

This Office 365 Security Incident amendment ("Office 365 SI Addendum") is entered into between the parties identified on the signature form for the agreement identified above ("Agreement"). The parties agree that the Office 365 SI Addendum supplements the Agreement and applies to only the Office 365 Services, defined below, Customer buys under an Enterprise Enrollment under the Agreement.

1. Definitions

Capitalized terms used but not defined in this Office 365 SI Addendum will have the meanings provided in the Enterprise Enrollment, Agreement, and applicable Microsoft Business Agreement/Microsoft Business and Services Agreement. The following definitions are used in this Office 365 SI Addendum:

"Customer Data" means all data, including all text, sound, or image files that are provided to Microsoft by, or on behalf of, Customer through Customer's use of the Office 365 Services.

"Office 365 Services" means Office 365 Plans E1, E2, E3, E4, K1 and K2; Exchange Online Plan 1, Plan 2 and Kiosk; SharePoint Online Plans 1 and 2; Office Web Apps Plans 1 and 2; and Lync Online branded services.

2. Security Incident Notification

a. If Microsoft becomes aware of any unlawful access to any Customer Data stored on Microsoft's equipment or in Microsoft's facilities, or unauthorized access to such equipment or facilities resulting in loss, disclosure, or alteration of Customer Data (each a "Security Incident"), Microsoft will: (i) promptly notify Customer of the Security Incident; (ii) investigate the Security Incident and provide Customer with detailed information about the Security Incident; and (iii) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident.

b. Customer agrees that:

(i) An unsuccessful Security Incident will not be subject to this Section. An unsuccessful Security Incident is one that results in no unauthorized access to Customer Data or to any of Microsoft's equipment or facilities storing Customer Data, and may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond IP addresses or headers) or similar incidents; and

(ii) Microsoft's obligation to report or respond to a Security Incident under this Section is not and will not be construed as an acknowledgement by Microsoft of any fault or liability with respect to the Security Incident.

c. Notification(s) of Security Incidents, if any, will be delivered to one or more of Customer's administrators by any means Microsoft selects, including via email. It is Customer's sole responsibility to ensure Customer's administrators maintain accurate contact information on the Online Services portal at all times.

3. Limited Reimbursement for Customer Mitigation Costs

To the extent that a Security Incident results from Microsoft's failure to comply with its obligations under this Agreement, and subject to the limitations of liability set forth in this agreement, Microsoft will reimburse Customer for reasonable out-of-pocket remediation costs incurred by Customer in connection with that Security Incident. "Reasonable out-of-pocket remediation costs" are costs that (a) are customary, reasonable and expected to be paid by companies in Customer's industry, given the nature and scope of the Security Incident, (b) do not arise from Customer's violation of (i) laws applicable to Customer or (ii) Customer's obligations to third parties, and (c) in no event include costs arising (i) related to any Payment Card Industry-regulated data (including data covered by the Payment Card Industry Data Security Standard) or (ii) related to compliance with laws applicable to Customer or Customer's industry that are not generally applicable to information technology services providers. Customer must document all such expenditures and, upon Microsoft's request, those expenditures must be validated by an independent, internationally-recognized third party industry expert chosen by both parties. For avoidance of doubt, the costs reimbursed by Microsoft under this paragraph will be characterized as direct damages subject to the limitation on liability in the Master Agreement, and not as special damages excluded under the "EXCLUSION OF CERTAIN DAMAGES" in the Master Agreement.

4. Miscellaneous

a. **Confidentiality.** Customer will treat the terms and conditions of this Office 365 SI Addendum, as confidential and shall not disclose them to any third party except for Customer's auditors or consultants that need access to this information for the purpose of this business relationship as articulated in this Office 365 SI Addendum and the Agreement.

b. **Term and termination.** This Office 365 SI Addendum shall automatically terminate upon any termination or expiration of the Agreement.

c. **Order of Precedence.** If there is a conflict between any provision in this Office 365 SI Addendum and any provision in the Enterprise Enrollment, Agreement, or applicable Microsoft Business Agreement/Microsoft Business and Services Agreement, this Office 365 SI Addendum shall control.

d. **Entire Agreement.** Except for changes made by this Office 365 SI Addendum, the Agreement remains unchanged and in full force and effect.

This Amendment shall automatically terminate upon any termination or expiration of the Agreement. In addition, Microsoft shall have the right to immediately terminate an underlying Enterprise Enrollment in the event that an Enrolled Affiliate breaches any obligation in this Amendment. Except for changes made by this Amendment, the Agreement remains unchanged and in full force and effect.

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

Microsoft | Volume Licensing

Enterprise Agreement (Indirect)
Amendment ID CTM

[redacted]

For the purposes of this Amendment, "Entity" means 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 Agreement, the Agreement is amended as follows:

Microsoft and Entity agree Appendix A is hereby added to the Enterprise Agreement. Appendix A includes sample Amendments and forms including: Government Community Cloud Amendment and Product Selection Form ("GCC Amendment") and the Business Associate Enterprise Enrollment Amendment, M178 ("BAA"). The following terms and conditions apply to these sample Amendments included in Appendix A:

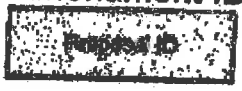
- The GCC Amendment must be included with the Enterprise Enrollment for Affiliates when ordering Office 365 for Government Online Services. Affiliates must work with Microsoft to validate eligibility to purchase Office 365 for Government Online Services.
- The BAA should be included as part of the Enrollment for Affiliates that purchase Office 365 Online Services if the Affiliate is governed by HIPAA.
- All of the Amendments below are included for reference only. The terms and conditions of the above referenced Amendments have been negotiated previously and cannot be changed without approval from Partner and Microsoft.

Appendix A

The following Enrollment amendments and forms are included for reference. The terms and conditions of the documents included below are not binding unless they are signed as part of an Enterprise Enrollment.

1. Government Community Cloud Amendment and Product Selection Form

Enterprise Enrollment (Indirect)
Amendment ID (CTM)



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:

Office 365 for Government

The following set of Terms applies to Entity when ordering Office 365 for Government Online Services.

1. ***Definitions:*** The following definitions are used in this Amendment and apply to documents incorporated by reference:

"Office 365 for Government" means Microsoft's family of Office 365 Products that are provisioned in Microsoft's multi-tenant data centers for exclusive use by eligible US Federal, State, Local, and Tribal Government Customers only and offered in accordance with the "community cloud" definition as defined in the National Institute of Standards and Technology (NIST) Special Publication 800-145.

2. *Office 365 for Governments Terms*

For purposes of this Amendment Office 365 for Government, tables a and b, below, contains mappings for Office 365 for Government Online Services and their equivalent/corresponding Office 365 for Enterprise Online Services ("Equivalent Online Services." Each Office 365 for Government Online Service shown below is subject to the same terms and conditions as its corresponding Equivalent Online Service, except as otherwise provided in the applicable Product List and this Amendment. Notwithstanding references to Transitions and Reserved Licenses Entity's Enterprise Enrollment, Transitions and Reserved Licenses are not available at this time for Office 365 for Government through the Volume Licensing Service Center but may be available through a manual request process using a License Reservation Form to be provided by Microsoft upon request.

a. Office 365 for Government component Online Services– Equivalent Online Services Mapping

Remainder of page intentionally left blank

Office 365 for Government Online Services	Office 365 Equivalent Online Services
Exchange Online Plan 1 G	Exchange Online Plan 1
Exchange Online Plan 2 G	Exchange Online Plan 2
Exchange Online Kiosk G	Exchange Online Kiosk
Exchange Online Archiving Add-On for on-premises servers G	Exchange Online Archiving Add-On for on-premises servers
Lync Online Plan 1 G	Lync Online Plan 1
Lync Online Plan 2 G	Lync Online Plan 2
Lync Online Plan 3 G	Lync Online Plan 3
SharePoint Online Plan 1 G	SharePoint Online Plan 1
SharePoint Online Plan 2 G	SharePoint Online Plan 2
Office Web Apps w/ SharePoint Plan 1 G	Office Web Apps w/ SharePoint Plan 1
Office Web Apps w/ SharePoint Plan 2 G	Office Web Apps w/ SharePoint Plan 2
Office Professional Plus for Office 365 G	Office Professional Plus for Office 365

b. Office 365 for Government Suites – Equivalent Enterprise Online Services Mapping

Office 365 for Government - Equivalent "Enterprise Online Services" Suites *	Office 365 Enterprise Online Services
Office 365 Plan G1	Office 365 Plan E1
Office 365 Plan G2	Office 365 Plan E2
Office 365 Plan G3	Office 365 Plan E3
Office 365 Plan G4	Office 365 Plan E4
Office 365 Plan K1 G	Office 365 Plan K1
Office 365 Plan K2 G	Office 365 Plan K2

*Office 365 for Government "Equivalent Online Services" Suite Orders (G1-G4) will be captured on a separate Product Selection Form.

3. *Office 365 Office 365 for Government Customer Requirements.*

Entity is a United States Federal, State, Local or Tribal government entity.

Enterprise and Enterprise Subscription Enrollment Product Selection Form – CTM Office 365 for Government

Step 1. Please indicate whether Enrolled Affiliate is ordering Enterprise Products or Office 365 for Government Online Services on the initial enrollment order. Choose both if applicable.

☐ **Enterprise Products.** Choose platform option: <Choose One>

Qualified Devices: Qualified Users:

☐ **Office 365 for Government Online Services**

Step 2. Select the Products and Quantities Enrolled Affiliate is ordering on its initial Enrollment Order. Quantity may not include any Licenses which Enrolled Affiliate has selected for optional future use, or to which it is transitioning or stepping up within enrollment

term. Products for which the Enrolled Affiliate has an option to transition or step-up should be listed in Step 3.

Products	Quantity
Office Pro Plus [illegible]	
Office Pro Plus	
Office Pro Plus for Office 365 G	
Office 365 Plans	
Office 365 (Plan G1)	
Office 365 (Plan G2)	
Office 365 (Plan G3)	
Office 365 (Plan G4)	
Client Access License (CAL). Choose 1 Option.	
☒ Core CAL, Including Bridge CAL's (if applicable)	
Core CAL	
Core CAL Bridge for Office 365	
Core CAL Bridge for Windows Intune	
Core CAL Bridge for Office 365 and Windows Intune	
☐ Enterprise CAL (ECAL)	
ECAL	
ECAL Bridge for Office 365	
ECAL Bridge for Windows Intune	
ECAL Bridge for Office 365 and Windows Intune	
The Client Access License selection must be the same across the Enterprise. Specify whether licensing CAL per Device or User: User	
Windows Desktop	
Windows OS Upgrade	
Windows VDA	
Windows Intune	
Windows Intune	
Windows Intune Add-on*	
Other Enterprise Products	
Microsoft Desktop Optimization Pack (MDOP)*	

If selecting Windows Desktop, Enrolled Affiliate acknowledges the following:

a. 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.
b. In order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that Enrolled Affiliate has acquired qualifying operating system licenses. See the Product List for details.

Step 3. Indicate new Enterprise Products and Online Services Enrolled Affiliate has selected for optional future use where not selected on the initial enrollment order (above):

Products*
☐ Office Pro Plus for Office 365 G
☐ Office 365 (Plan G1)
☐ Office 365 (Plan G2)
☐ Office 365 (Plan G3)
☐ Office 365 (Plan G4)
☐ Enterprise CAL (ECAL) Step-up, including Bridge CALs
☐ Windows Intune
☐ Windows Intune Add-on *

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 Office 365 for Government Online Services 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	Price Group	Qty from above
Office Professional Plus + Office Professional Plus for Office 365 + Office 365 G (Plans G2–G4)	1	
Client Access License + Office 365 (Plans G1-G4)	2	
Client Access License + Windows Intune Add-on G + Windows Intune	3	
Windows Desktop Upgrade + Windows VDA + Windows Intune	4	

Qty	Price Level
250 and Above	D

Product Offering/Pool	Price Level
Enterprise Products and Enterprise Online Services: Set price level using the highest quantity from Groups 1 through 4	D
Additional Product Application Pool: Set price level using quantity from Group 1	D
Additional Product Server Pool: Set price level using the highest quantity from Group 2 or 3	D
Additional Product Systems Pool: Set price level using quantity from Group 4	D

[1] Additional Products may be included on the order, but are not selected on this form.
[2] Windows Intune Add-on requires purchase of Windows OS Upgrade or Windows VDA.
[3] MDOP requires purchase of Windows OS Upgrade, Windows VDA, or Windows Intune.

2. Business Associate Enterprise Enrollment Amendment, M176

Custom Business Associate Enterprise Enrollment Amendment
Amendment ID CTM

Proposal ID

This Amendment (this "Amendment") is entered into between the Parties identified on the signature form (individually, a "Party" and, collectively, the "Parties") for the Enrollment identified above (the "Enrollment").

The Microsoft Online Services provided to Customer require Microsoft to host Customer Data that may contain Protected Health Information. Customer is a Covered Entity or a Business Associate. To the extent Microsoft creates, receives, maintains, or transmits Protected Health Information, Microsoft is a Business Associate of Customer. As such, HIPAA requires Microsoft and Customer to comply with additional obligations under the Privacy Rule, Breach Notification Rule, and Security Rule that relate to the Use, access, and Disclosure of Protected Health Information.

The terms and conditions in this Amendment supersede any conflicting terms and conditions in Customer's Enrollment and supersede and replace any previous Enrollment amendments related to the subject matter of this Amendment. The Parties amend and supplement the Enrollment with the following:

1. *Definitions.*

Except as otherwise defined in this Amendment, any and all capitalized terms shall have the definitions set forth in HIPAA, and Customer's Enrollment.

"Breach Notification Rule" means the Breach Notification for Unsecured Protected Health Information Final Rule.

"Business Associate" shall have the same meaning as the term "business associate" in 45 CFR § 160.103 of HIPAA.

"Covered Entity" shall have the same meaning as the term "covered entity" in 45 CFR § 160.103 of HIPAA.

"Customer" means the customer identified on the signature form.

"HIPAA" collectively means the administrative simplification provision of the Health Insurance Portability and Accountability Act enacted by the United States Congress, and its implementing regulations, including the Privacy Rule, the Breach Notification Rule, and the Security Rule, as amended from time to time, including by the Health Information Technology for Economic and Clinical Health ("HITECH") Act and by the Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules; Final Rule.

"Microsoft Online Services" for this Amendment only, means Office 365 Services.

"Office 365 Services" means (a) Exchange Online, Exchange Online Archiving, SharePoint Online, Lync Online, and Office Web Apps included in Office 365 Enterprise Plans E1, E2, E3, E4, K1, and K2; Office 365 Midsize Business; Office 365 Small Business; and Office 365 Small Business Premium, and (b) Exchange Online Plans 1, 2, Basic, and Kiosk; SharePoint Online Plans 1 and 2; Office Web Apps Plans 1 and 2; and Lync Online Plans 1, 2, and 3. Office 365 Services do not include Office 365 ProPlus or any separately branded service made available with an Office 365-branded plan or suite.

"Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information.

"Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103 of HIPAA, provided that it is limited to such protected health information that is received by Microsoft from, or created, received, maintained, or transmitted by Microsoft on behalf of, Customer.

"Security Rule" means the Security Standards for the Protection of Electronic Protected Health Information.

2. Permitted Uses and Disclosures of Protected Health Information.

a. **Performance of the Enrollment for Microsoft Online Services.** Except as otherwise limited in this Amendment, Microsoft may Use and Disclose Protected Health Information for, or on behalf of, Customer as specified in the Enrollment.

b. **Management, Administration, and Legal Responsibilities.** Except as otherwise limited in this Amendment, Microsoft may Use and Disclose Protected Health Information for the proper management and administration of Microsoft and/or to carry out the legal responsibilities of Microsoft, provided that any Disclosure may occur only if: (1) Required by Law; or (2) Microsoft obtains written reasonable assurances from the person to whom the Protected Health Information is Disclosed that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and the person notifies Microsoft of any instances of which it becomes aware in which the confidentiality of the Protected Health Information has been breached.

3. Responsibilities of the Parties with Respect to Protected Health Information.

a. **Microsoft's Responsibilities.** To the extent Microsoft is acting as a Business Associate, Microsoft agrees to the following:

(i) **Limitations on Use and Disclosure.** Microsoft shall not Use and/or Disclose the Protected Health Information other than as permitted or required by the Enrollment and/or this Amendment or as otherwise Required by Law; provided that any such Use or Disclosure would not violate HIPAA if done by Customer, unless expressly permitted for Business Associates under HIPAA. Microsoft shall make reasonable efforts to Use, Disclose, and/or request the minimum necessary Protected Health Information to accomplish the intended purpose of such Use, Disclosure, or request.

(ii) **Safeguards.** Microsoft shall: (1) use reasonable and appropriate safeguards to prevent inappropriate Use and Disclosure of Protected Health Information other than as provided for in this Amendment; and (2) comply with the applicable requirements of 45 CFR Part 164 Subpart C of the Security Rule.

(iii) **Reporting.** Microsoft shall *promptly* report to Customer: (1) any Use and/or Disclosure of Protected Health Information that is not permitted or required by this Amendment of which Microsoft becomes aware; (2) any Security Incident of which it becomes aware, provided that notice is hereby deemed given for Unsuccessful Security Incidents and no further notice of such Unsuccessful Security Incidents shall be given; and/or (3) any Breach of Customer's Unsecured Protected Health Information that Microsoft may discover (in accordance with 45 CFR § 164.410 of the Breach Notification Rule). Notification of a Breach will be made without unreasonable delay, but in no event *more than five (5) business days after Microsoft determines that a Breach of Customer's Unsecured Protected Health Information has occurred.* Taking into account the level of risk reasonably likely to be presented by the Use, Disclosure, Security Incident, or Breach, the timing of other reporting will be made consistent with Microsoft's and Customer's legal obligations.

For purposes of this Section, "Unsuccessful Security Incidents" mean, without limitation, pings and other broadcast attacks on Microsoft's firewall, port scans,

unsuccessful log-on attempts, denial of service attacks, and any combination of the above, as long as no such incident results in unauthorized access, acquisition, Use, or Disclosure of Protected Health Information. Notification(s) under this Section, if any, will be delivered to contacts identified by Customer pursuant to Section 3b(ii) (Contact Information for Notices) of this Amendment by any means Microsoft selects, including through e-mail. Microsoft's obligation to report under this Section is not and will not be construed as an acknowledgement by Microsoft of any fault or liability with respect to any Use, Disclosure, Security Incident, or Breach.

As a condition of Microsoft's commitment to provide notification of a Breach no more than five (5) business days after Microsoft determines that a Breach of Customer's Unsecured Protected Health Information has occurred, Customer must provide Microsoft with the following information:

- ***Customer's Microsoft Online Direct Routing Domain (MODRD) (i.e. *.onmicrosoft.com);***
- ***Current contact information, including email and phone number, of the responsible Customer employee(s) that is to be notified in the case of Breach. This must be an individual or individuals and not a title.***

The contact information must be provided to Microsoft directly through Customer's responsible account manager and not within the Contact Information section of the Enrollment itself, and must remain up-to-date for Microsoft to provide notification as detailed in this section. Customer's account manager will provide the updated contact information to the responsible Microsoft business group through Customer's licensing executive.

(iv) **Subcontractors.** In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2) of HIPAA, Microsoft shall require its Subcontractors who create, receive, maintain, or transmit Protected Health Information on behalf of Microsoft to agree in writing to: (1) the same or more stringent restrictions and conditions that apply to Microsoft with respect to such Protected Health Information; (2) appropriately safeguard the Protected Health Information; and (3) comply with the applicable requirements of 45 CFR Part 164 Subpart C of the Security Rule.

(v) **Disclosure to the Secretary.** Microsoft shall make available its internal practices, records, and books relating to the Use and/or Disclosure of Protected Health Information received from Customer to the Secretary of the Department of Health and Human Services for purposes of determining Customer's compliance with HIPAA, subject to attorney-client and other applicable legal privileges.

(vi) **Access.** If Microsoft maintains Protected Health Information in a Designated Record Set for Customer, then Microsoft, at the request of Customer, shall make access to such Protected Health Information available to Customer in accordance with 45 CFR § 164.524 of the Privacy Rule.

(vii) **Amendment.** If Microsoft maintains Protected Health Information in a Designated Record Set for Customer, then Microsoft, at the request of Customer, shall make available such Protected Health Information to Customer for amendment and incorporate any reasonably requested amendment in the Protected Health Information in accordance with 45 CFR § 164.526 of the Privacy Rule.

(viii) **Accounting of Disclosure.** Microsoft, at the request of Customer, shall make available to Customer such information relating to Disclosures made by Microsoft as required for Customer to make any requested accounting of Disclosures in accordance with 45 CFR § 164.528 of the Privacy Rule.

(ix) **Performance of a Covered Entity's Obligations.** To the extent Microsoft is to carry out a Covered Entity obligation under the Privacy Rule, Microsoft shall comply with the requirements of the Privacy Rule that apply to Customer in the performance of such obligation.

b. **Customer Responsibilities.**

(i) **No Impermissible Requests.** Customer shall not request Microsoft to Use or Disclose Protected Health Information in any manner that would not be permissible under HIPAA if done by a Covered Entity (unless permitted by HIPAA for a Business Associate).

(ii) **Contact Information for Notices.** Customer hereby agrees that any reports, notification, or other notice by Microsoft pursuant to this Amendment may be made electronically. ***In addition to providing contact information for notices to Customer's Account Manager per Section 3(e)(ii) above,*** Customer shall provide ***the same*** contact information ***herein below and shall ensure that Customer's contact information remains up to date during the term of this Amendment by providing updated contact information*** to MSO-HIPAA@microsoft.com or such other location or method of updating contact information as Microsoft may specify from time to time and shall ensure that Customer's contact information remains up to date during the term of this Amendment. Contact information must include ***Customer's Microsoft Online Direct Routing Domain (MODRD)***, name of individual(s) to be contacted, title of individuals(s) to be contacted, e-mail address of individual(s) to be contacted, name of Customer organization, and, if available, either contract number or subscriber identification number.

1) ***Customer's Microsoft Online Direct Routing Domain (MODRD):*** Click here to enter text.
2) ***Name of individual(s) to be contacted:*** Click here to enter text.
3) ***Title of individual(s) to be contacted:*** Click here to enter text.
4) ***E-mail address of individual(s) to be contacted:*** Click here to enter text.
5) ***Name of Customer organization:*** Click here to enter text.
6) ***Contract number:*** Click here to enter text.;
or subscriber identification number: Click here to enter text.

(iii) **Safeguards and Appropriate Use of Protected Health Information.** Customer is responsible for implementing appropriate privacy and security safeguards to protect its Protected Health Information in compliance with HIPAA. Without limitation, it is Customer's obligation to:

1) Not include Protected Health Information in: (1) information Customer submits to technical support personnel or to community support forums; and (2) Customer's address book or directory information. In addition, Microsoft does not act as, or have the obligations of, a Business Associate under HIPAA with respect to Customer Data once it is sent to or from Customer outside Microsoft Online Services over the public Internet.
2) Implement privacy and security safeguards in the systems, applications, and software Customer controls, configures, and uploads into the Microsoft Online Services.

4. *Applicability of Amendment.*

As of the effective date of this Amendment, this Amendment is applicable to Microsoft Online Services. At such time as Microsoft is willing to enter into the terms of this Amendment with respect to other current or future Microsoft online services, Microsoft will notify Customer of the effective date that this Amendment will be applicable to such other Microsoft online services. Subsequent to the effective date identified in Microsoft's notice, and provided Customer has by that date entered into an agreement for such other Microsoft online services, this Amendment will apply to Customer's other Microsoft online services without additional action by Customer. Customer acknowledges that this Amendment is not effective as to an applicable Microsoft online service until Microsoft notifies Customer this Amendment is effective as specified in this Section 4. It is Customer's obligation to not store or process Protected Health Information in a Microsoft online service until on or after the date this Amendment is effective as to the applicable service.

5. *Term and Termination.*

a. **Term.** This Amendment shall continue in effect until the earlier of (1) termination by a Party for breach as set forth in Section 5b, below, or (2) expiration of Customer's Enrollment

b. **Termination for Breach.** Either Party immediately may terminate the Enrollment if the other Party is in material breach or default of any obligation in this Amendment that is not cured within *sixty (60)* calendar days written notice of such breach or default.

c. **Return, Destruction, or Retention of Protected Health Information Upon Termination.** Upon expiration or termination of this Amendment, Microsoft shall return or destroy all Protected Health Information in its possession, if it is feasible to do so, and as set forth in the applicable termination provisions of the Product Use Rights and/or Enrollment. If Microsoft determines that it is not feasible to return or destroy any portions of the Protected Health Information upon termination of this Amendment, then Microsoft shall extend the protections of this Amendment, without limitation, to such Protected Health Information and limit any further Use or Disclosure of the Protected Health Information to those purposes that make the return or destruction infeasible for the duration of the retention of the Protected Health Information.

6. *Miscellaneous.*

a. **Interpretation.** The Parties intend that this Amendment be interpreted consistently with their intent to comply with HIPAA and other applicable federal and state law. Except where this Amendment conflicts with the Enrollment, all other terms and conditions of the Enrollment remain unchanged. The Parties agree that, in the event an inconsistency exists between the Enrollment and this Amendment, the provisions of this Amendment will control to the extent of such inconsistency. Any captions or headings in this Amendment are for the convenience of the Parties and shall not affect the interpretation of this Amendment.

b. **Amendments; Waiver.** This Amendment may not be modified or amended except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, as a bar to, or as a waiver of any right or remedy as to subsequent events.

c. **No Third Party Beneficiaries.** Nothing express or implied in this Amendment is intended to confer, nor shall anything in this Amendment confer, upon any person other than the Parties, and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

d. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original.

e. **Severability.** In the event that any provision of this Amendment is found to be invalid or unenforceable, the remainder of this Amendment shall not be affected thereby, but rather the remainder of this Amendment shall be enforced to the greatest extent permitted by law.

This Amendment must be executed to a signature form to be valid.

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

State of West Virginia
Master Agreement

Order Date: 2020-02-07

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Number: CMA 0212 0212 MSMENTPRZ	**Procurement Folder:** 687835
Document Name: Microsoft Master Services Agreement "Enterprise"	**Reason for Modification:**
Document Description: Microsoft Master Services Agreement "Enterprise"	Change Order No. 1 - to extend the terms agreement under the same terms and conditions per the attached documentation.
Procurement Type: Central Master Agreement	
Buyer Name: Mark A Atkins	
Telephone: (304) 558-2307	
Email: mark.a.atkins@wv.gov	
Shipping Method: Best Way	**Effective Start Date:** 2014-03-14
Free on Board: FOB Dest, Freight Prepaid	**Effective End Date:** 2021-03-31

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000230239 MICROSOFT CORPORATION 1 MICROSOFT WAY REDMOND WA 98052-6399 US **Vendor Contact Phone:** (202) 695-2033 **Extension:** **Discount Percentage:** 0.0000 **Discount Days:** 0	**Requestor Name:** Mark A Atkins **Requestor Phone:** (304) 558-2307 **Requestor Email:** mark.a.atkins@wv.gov

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

AGENCY COPY

Total Order Amount	Open End

2/7/2020

PURCHASING DIVISION AUTHORIZATION	ATTORNEY GENERAL APPROVAL AS TO FORM	ENCUMBRANCE CERTIFICATION
SIGNED BY: DATE: 2/7/20 ELECTRONIC SIGNATURE ON FILE	SIGNED BY: DATE: ELECTRONIC SIGNATURE ON FILE	SIGNED BY: Robert M Ross II DATE: FEB 24 2020 ELECTRONIC SIGNATURE ON FILE

Extended Description:

Change Order No. 1 - to extend the terms agreement until 03/31/2021 per the attached documentation.

Software; Master Agreement "Enterprise"

This blanket Master Services Agreement is comprised of the attached agreement.

This agreement does not contain product or pricing of product. Agency shall use resale agreement in place at time of purchase for products.

Original purchase order attached for reference.

No other changes.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	43230000			EA	$0.000000
	Service From	**Service To**			

Commodity Line Description: Software, Master Agreement "Enterprise"

Extended Description:

This blanket Master Services Agreement is comprised of the attached agreement. This agreement does not contain product or pricing of product. Agency shall use resale agreement in place at time of purchase for products.

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Microsoft Volume Licensing

Amendment to Contract Documents

Agreement Number 01E73657

000:jegraham-S-133

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Agreement
Amendment ID CTM

The term of the Agreement 01E73657 is extended by 12 months to expire March 31, 2021.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

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

Microsoft Internal Use Only:

WV term extension.docx	CTM	CTM-CTC-CTL-AGR	BD

Microsoft

Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	01E73657

000-jegraham-S-133

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
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment	CTM;CTC;CTL;AGR (01E73657)
Document Description	Document Number or Code
Document Description	Document Number or Code
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	
Name of Entity (must be legal entity name)*	State of West Virginia
Signature*	
Printed First and Last Name*	Justin T. McAllister
Printed Title	CFO
Signature Date*	11/4/2019
Tax ID	

* indicates required field

Microsoft Affiliate	
	Microsoft Corporation
Signature	Microsoft Corporation
Printed First and Last Name	
Printed Title	NOV 14 2019
Signature Date (date Microsoft Affiliate countersigns)	Tracy Gorman Duly Authorized on behalf of Microsoft Corporation
Agreement Effective Date (may be different than Microsoft's signature date)	11-14-19

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer	
Name of Entity (must be legal entity name)*	
Signature*	
Printed First and Last Name*	
Printed Title	
Signature Date*	

** indicates required field*

Outsourcer	
Name of Entity (must be legal entity name)*	
Signature*	
Printed First and Last Name*	
Printed Title	
Signature Date*	

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

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

Purchase Order

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

PURCHASE ORDER NO.	PAGE
MSMENTPRZ	1

CHANGE ORDER NO.
00

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

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

CHANGE ORDER
14

FILE LOCATION 27728

VENDOR
*709065415 01 800-426-9400 MICROSOFT CORPORATION ONE MICROSOFT WAY REDMOND WA 98052

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

DATE PRINTED	TERMS OF SALE	TENSION	FUND
03/12/2014	NET 30	911144442	
SHIP VIA	**F.O.B.**	**FREIGHT TERMS**	**ACCOUNT NUMBER**
BEST WAY	DESTINATION	PREPAID	NUL-NUL

LINE	QUANTITY / DELIVERY DATE	UOP / CAT NO.	VENDOR PART NO. / ITEM NUMBER	UNIT PRICE	AMOUNT

Purchasing Division's File Copy

MICROSOFT MASTER SERVICES AGREEMENT " ENTERPRISE"

03/13/2014 099-00-01-100
SOFTWARE, MASTER AGREEMENT "ENTERPRISE"

THIS BLANKET MASTER SERVICES AGREEMENT IS COMPRISED OF THE ATTACHED AGREEMENT.

THIS AGREEMENT DOES NOT CONTAIN PRODUCT OR PRICING OF PRODUCT. AGENCY SHALL USE RESALE AGREEMENT IN PLACE AT TIME OF PURCHASE FOR PRODUCTS.

RECEIVED TO BUYER
MAR 14 2014

ENTERED

PURCHASING DIVISION
CERTIFIED ENCUMBERED
MAR 14 2014
Beverly Toler

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE ☐

OPEN END

TOTAL

3-12-14

APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

3/12/2014

BY

304-558-2596

PURCHASING DIVISION AUTHORIZED SIGNATURE

MEMORANDUM

TO: Agencies Purchasing Microsoft 365

FROM: Purchasing Division

DATE: February 14, 2014

RE: Special Instructions for State Agencies Purchasing Microsoft 365 Products

Special Instructions for State Agencies Purchasing Microsoft 365 Products

1. Enterprise Agreement Only: Microsoft 365 products can only be purchased under the Microsoft Enterprise Agreement software licensing ("Enterprise Agreement"). The terms and conditions that govern the Microsoft 365 software have not been included in the Microsoft Select Agreement and purchases of Microsoft 365 under that agreement are not permitted.

2. GCC Form: Any agency (or government entity) purchasing Microsoft 365 must ensure that the Government Community Cloud Amendment and Product Selection form ("GCC Form") contained in Appendix A is signed by Microsoft and the agency at the time of agency's enrollment in Microsoft 365. The agency must also ensure that the GCC Form provided by Microsoft or the license reseller matches the form attached as Appendix A.

3. BAA Form: Any agency (or government entity) subject to the requirements of the Health Insurance Portability and Accountability Act ("HIPAA") purchasing Microsoft 365 must ensure that the Business Associate Enterprise Enrollment Amendment ("BAA Form") contained in Appendix A is signed by Microsoft and the agency at the time of agency's enrollment in Microsoft 365. The agency must also ensure that the BAA Form provided by Microsoft or the license reseller matches the form attached as Appendix A.

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number

Agreement number

000-rudyg-036

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.

[redacted]

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
Enterprise Agreement	X20-[illegible]
<Choose Agreement>	[illegible]
<Choose Agreement>	[illegible]
<Choose Agreement>	[illegible]
<Choose Agreement>	[illegible]
<Choose Enrollment/Registration>	[illegible]
<Choose Enrollment/Registration>	[illegible]
<Choose Enrollment/Registration>	[illegible]
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
[illegible]	Document Number or Code
Amendment	CTM-a (New)
Amendment	CTM-b (New)
Amendment	CTM-c (New)
Amendment	CTM-d (New)
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	
Name of Entity (must be legal entity name)*	State of West Virginia
Signature*	
Printed First and Last Name*	Robert Paulson
Printed Title	GENERAL COUNSEL, WV DOA
Signature Date*	MARCH 11, 2014
Tax ID	

Robert P. Paulson
General Counsel
WV Department of Administration

* Indicates required field

Microsoft Affiliate	
	Microsoft Licensing, GP
Signature	
Printed First and Last Name	Microsoft Licensing, GP
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	MAR 0 6 2014
Agreement Effective Date (may be different than Microsoft Affiliate signature date)	Jessica Volpp Duly Authorized for Microsoft Licensing, GP

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer	
Name of Entity (must be legal entity name)*	
Signature*	
Printed First and Last Name*	
Printed Title	
Signature Date*	

* Indicates required field

Outsourcer	
Name of Entity (must be legal entity name)*	
Signature*	
Printed First and Last Name*	
Printed Title	
Signature Date*	

* Indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

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

Microsoft

Volume Licensing

Enterprise Agreement

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

State and Local

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This Microsoft Enterprise Agreement is entered into between the entity identified on the program signature form.

Effective date. The effective date of this agreement is the effective date of the first Enrollment or the date Microsoft accepts this agreement, whichever is earlier. Any reference in this agreement to Enrollment to "day" will be a calendar day.

This agreement consists of (1) these agreement terms and conditions and the signature form and all attachments identified therein, (2) the Product List, (3) the Product Use Rights applicable to Products licensed under this agreement, (4) any Affiliate Enrollment entered into under this agreement, and (5) any order submitted under this agreement.

Please note: Several documents referenced in this agreement but not attached to the signature form may be found at: http://www.microsoft.com/licensing/contracts and are incorporated by reference, including the Product List and Product Use Rights. These documents may contain additional terms and conditions for Products licensed under this agreement and may be changed from time to time. Customer and/or its Affiliates should review such documents carefully, both at the time of signing and periodically, to ensure a full understanding of all terms and conditions applicable to Products licensed.

Terms and Conditions

1. *Definitions.*

"Affiliate" means

a. with regard to Customer,

(i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

(ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of

Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft;

"available" means Microsoft has made Licenses for that Product available on the Product List for ordering under a particular licensing program;

"Customer" means the entity that has entered into this agreement and its Affiliates;

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

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates, that has entered into an Enrollment under this agreement;

"Enrollment" means the document that an Enrolled Affiliate submits under this agreement to place its initial order;

"Enterprise" means the Enrolled Affiliate and the Affiliates it chooses on its Enrollment to include in its enterprise;

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as service packs).

"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 Licenses"). Licenses for Online Services will be considered Subscription Licenses under this agreement.

"L&SA" means a License and Software Assurance for any Product ordered.

"Microsoft" means the Microsoft Affiliate that has entered into this agreement or an Enrollment and its Affiliates, as appropriate;

"Online Service" 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.

"Product List" means the statement published by Microsoft from time to time on the World Wide Web at http://www.microsoft.com/licensing/contracts or at a successor site that Microsoft identifies, which identifies the Products that are or may be made available under a program (which availability may vary by region) and any Product-specific conditions or limitations on the acquisition of licenses for, or use of, those Products.

"Product Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at http://www.microsoft.com/licensing/contracts or at a successor site.

"Reseller" means a large account Reseller authorized by Microsoft to resell Licenses under this program;

"Service Level Agreement" means the document specifying the standards Microsoft agrees to adhere to and by which it measures the level of service for an Online Service.

"Software Assurance" means an offering that provides new version rights and other benefits for Products as further described in the Product List.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy;

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

2. How the Enterprise and Enterprise Subscription program works.

The Enterprise and Enterprise Subscription Program. The Enterprise and Enterprise Subscription programs establish a Customer's overall licensing framework and the applicable terms and conditions. Under the Enterprise program, Customer may license Products by entering into Enrollments. The Enterprise Subscription program offers Customer the same options as the Enterprise Program, but on a subscription basis, with an optional buy-out to obtain perpetual Licenses.

a. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments.

b. **Licenses.** The types of Licenses available are L&SA, Licenses obtained under Software Assurance and Subscription Licenses. These License types as well as additional License Types are defined in the Product List.

c. **How Enrolled Affiliates acquire Licenses.** An Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders will be made out to and submitted to the Enrolled Affiliate's Reseller. Microsoft will invoice that Reseller according to the terms in the applicable Enrollment.

d. **Choosing and maintaining a Reseller.** Each Enrolled Affiliate must choose and maintain a Reseller authorized in the Enrolled Affiliate's location.

e. **Pricing.**

(i) **Establishing Price Levels.** Each Product generally is assigned to a Product pool (e.g., applications, systems, or servers). Each Product pool is assigned one of four price levels (A, B, C, and D). Enrolled Affiliate's price level will be Level D for all Enterprise Products, Enterprise Online Services, Online Services, and Additional Products ordered under any Enrollment.

(ii) **Placing Orders through Reseller.** Orders under an Enrollment will be made to the Reseller. Microsoft will invoice the Reseller according to the terms in the applicable Enrollment. Throughout this agreement the term "price" refers to reference price. The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.

f. **Order Requirements.** Order Requirements are outlined in each Enrollment.

g. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: https://www.microsoft.com/licensing/servicecenter. Upon the effective date of this agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.

3. Licenses for Products.

a. **General.** Enrolled Affiliate will have the number of Licenses ordered for the latest version of a Product, and may use prior versions as permitted in the Product Use Rights, so long as Microsoft receives timely orders from Reseller for all required Licenses for such Products and complies with applicable license terms. The Licenses obtained under an Enrollment are not

related to any order or fulfillment of software media. The ability to use a Product ordered may be affected by minimum hardware or software requirements.

b. **Use by Affiliates.** The Enrolled Affiliate may sublicense the right to use the Products to any Affiliates covered under its Enrollment, but Affiliate recipient of these Licenses may not sublicense these rights and their use must be consistent with the License terms contained in this agreement.

c. **When Licenses become perpetual.** The right to run any Product licensed under an Enrollment is temporary unless and until it becomes perpetual as follows:

(i) A License is temporary until Enrolled Affiliate's Reseller has paid for a License in full and the applicable initial Enrollment or renewal term during which the License was ordered must have expired or been terminated as permitted in this agreement.

(ii) Subscription Licenses are never perpetual. If a buy-out option is available, Enrolled Affiliate may obtain a perpetual License by exercising the buy-out option and paying for the License in full.

(iii) Enrolled Affiliate will have perpetual Licenses to use the Products ordered in the latest version available (or any prior version) as of the date of expiration, termination, or renewal.

(iv) All perpetual Licenses acquired under this agreement remain subject to the terms of this agreement and such terms survive expiration or termination of this agreement or an Enrollment.

d. **Perpetual Licenses through Software Assurance.** Perpetual Licenses resolved through Software Assurance supersede and replace the underlying perpetual Licenses for which Software Assurance coverage was ordered. In the case of Enterprise Agreements, terms in Section [illegible] term and termination will apply.

e. **License confirmation.** This agreement, the applicable Enrollment, the Enrolled Affiliate's order confirmation, and any documentation evidencing transfer of Licenses together with proof of payment, will be the Enrolled Affiliate's [illegible] Licenses obtained under its Enrollment.

f. **Reorganizations, consolidations, and privatizations.** If the number of Qualified Devices or Qualified Users covered by an Enrollment changes by more than ten percent as a result of a reorganization, consolidation, or privatization of an Enrolled Affiliate, Microsoft will work with the Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this agreement. If an Enrolled Affiliate consolidates with a third party with an existing agreement or enrollment, Microsoft will work with the Enrolled Affiliate in good faith to accommodate its changed circumstances in the context of this agreement.

4. *How to know what Product Use Rights apply.*

a. **Product Use Rights.** The Product Use Rights in effect on the effective date of an Enrollment will apply to Enrolled Affiliate's use of then-current versions of each Product (excluding Online Services). For future versions, the Product Use Rights in effect when those future versions are first released will apply. In both cases, subsequent changes made by Microsoft to the Product Use Rights for a particular version will not apply to Enrolled Affiliate's use of that version, unless Enrolled Affiliate chooses to have such changes apply. The use rights for Online Services and the process for updating them as the Online Services evolve are detailed in the Product Use Rights.

b. **Product Use Rights for earlier versions (downgrade).** If Enrolled Affiliate runs an earlier version of a Product than the version that was current on the Enrollment effective date, the Product Use Rights for the version licensed, not the version being run, will apply. However, if

the earlier version includes components that are not part of the licensed version, any Product Use Rights specific to those components will apply to Enrolled Affiliate's use of those components.

c. **Reservation of rights.** All rights not expressly granted are reserved.

5. *Making copies of Products and re-imaging rights.*

a. **General.** Enrolled Affiliate may make as many copies of Products, if applicable, as it needs to distribute them within its organization. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to use reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this agreement.

b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Products in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60 day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Product Use Rights.

c. **Right to re-image.** In certain cases, re-imaging is permitted using Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditioned upon the following:

(i) Separate Licenses must be owned from the source for each Product that is re-imaged.

(ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

(iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., upgrade or full License) must be identical to the Product type from the separate source.

(iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product List.

(v) Re-images made under this subsection remain subject to the terms and use rights provided with the License from the separate source.

(vi) This subsection does not create or extend any warranty or support obligation.

6. *Transferring and reassigning Licenses.*

a. **License transfers.** You may transfer fully-paid perpetual Licenses:

(i) if you are an agency of the U.S. Government, to another agency of the U.S. Government or to an unaffiliated third party in connection with (I) a privatization of the government agency or of an operating division of an Enrolled Affiliate or one of its government agency affiliates, (II) a reorganization, or (III) a consolidation; or

(ii) If you are an agency of a state or local government to: (a) any other government agency, department, instrumentality, division, unit or other office of your state or local government that is supervised by or is part of you, or which supervises you or of which you are a part, or which is under common supervision with you; (b) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of your state and located within your state's jurisdiction and geographic boundaries; and (iii) any other entity expressly authorized by the laws of your state to purchase under state contracts, or (b) an unaffiliated third party in connection with a privatization of an affiliate of agency as set forth in (a) above or of an operating division of the Enrolled Affiliate or one if its affiliates as set forth in (a) above, a reorganization, or a consolidation.

b. Customer must notify Microsoft of a transfer of license by completing a transfer notice form, which can be obtained from http://www.microsoft.com/licensing/contracts and send the completed form to Microsoft before the license transfer. No License transfer will be valid unless Customer provides to the transferee, and the transferee accepts in writing, the applicable Product Use Rights, use restrictions, limitations of liability (including exclusions and warranty provisions), and the transfer restrictions described in this section. Any license transfer not made in compliance with this section will be void.

c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses may be reassigned within the Enterprise as described in the Product Use Rights.

7. Term and termination.

a. **Term.** The [illegible] of this agreement will be 36 months from the effective date, unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

b. **Termination without cause.** Either party may terminate this agreement, without cause, upon 60 days written notice. Such termination will [illegible] terminate either party's and its Affiliates' ability to enter into new Enrollments under this agreement. Such termination will not affect any Enrollment or order not otherwise terminated, and any terms of this agreement applicable to any Enrollment or order not otherwise terminated will continue in effect with respect to that Enrollment or order. An Enrolled Affiliate may terminate an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Enrollment are not appropriated or allocated for such purpose.

c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. **Termination for cause.** Either party to an Enrollment may terminate it if the other party materially breaches its obligations under this agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice and opportunity to cure.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft will give Customer a copy of that notice as well and Customer agrees to assist in attempting to resolve the breach. If the breach also affects other Enrollments and cannot be resolved between Microsoft and Customer within a reasonable period of time, Microsoft may also terminate this agreement and all other Enrollments under it, unless the basis for termination of the Enrollment is non-appropriation of funds to the Enrolled Affiliate, in which event Microsoft may only terminate the affected Enrollment(s). If an Enrolled Affiliate ceases to be Customer's Affiliate, Customer must promptly notify Microsoft, and Microsoft may terminate its Enrollment.

e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminate an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

(I) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

(II) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and

2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(III) In the case of Early Termination under Subscription Enrollments, Enrolled Affiliate will have the following options:

1) For eligible products Enrolled Affiliate may obtain perpetual licenses as described in the section titled "Buy-out option," provided that Microsoft receives the buy-out order for those licenses within 60 days after [illegible] notice of [illegible]

2) [illegible] not exercising buy-out option, in that event [illegible] Microsoft will issue Reseller a credit for any amount paid in advance that would apply after the date of termination.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. **Effect of termination or expiration.** When an Enrollment expires or is terminated,

(I) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments or any order of any kind, including subscription services, remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.

(II) Enrolled Affiliate's right to Software Assurance benefits under this agreement ends if it does not renew Software Assurance.

g. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may be in conflict with any such requirement or obligation. For example, Microsoft may modify or terminate an Online Service in connection with a government requirement that would cause Microsoft to be regulated as a telecommunications provider.

h. **Program updates.** Microsoft may make a change to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments.

8. *Restrictions on use.*

Enrolled Affiliate must not:

a. separate and use the components of a Product on two or more computers, upgrade or downgrade components at different times, or transfer components separately, except as provided in the Product Use Rights;

b. reverse engineer, decompile or disassemble any Product or Fix, except where applicable law permits it despite this limitation; or

c. distribute, sublicense, rent, lease, lend, or host any Product or Fix except as permitted in the Product Use Rights or in a separate written agreement.

9. *Non-Microsoft software or technology.*

a. Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes. Microsoft is not a party to and is not bound by any terms governing Enrolled Affiliate's use of non-Microsoft software or technology. Without limiting the foregoing, non-Microsoft software or scripts linked to or referenced from any Product website, are licensed to Enrolled Affiliate under the open source licenses used by the third parties that own such code, not by Microsoft.

b. If Enrolled Affiliate installs or uses any non-Microsoft software or technology with the Products or Fixes, it directs and controls the installation in [illegible] of such software or technology in the Products or Fixes, through its actions (e.g., [illegible] Enrolled Affiliate's use of application programming interfaces and other technical means that [illegible] the Online Services). [illegible] will not run or make any copies of such non-Microsoft software or technology [illegible] of its relationship with Enrolled Affiliate.

c. If Enrolled Affiliate installs or uses any non-Microsoft software or technology with the Products or Fix, it may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in the agreement.

10. *Confidentiality.*

To the extent permitted by applicable law, the terms and conditions of this agreement are confidential. Neither party will disclose such terms and conditions, or the substance of any discussions that led to them, to any third party other than Affiliates or agents, or to designated or prospective resellers who: (1) have a need to know such information in order to assist in carrying out this agreement; and (2) have been instructed that all such information is to be handled in strict confidence.

For the avoidance doubt, the parties acknowledge that this Confidentiality provision recognizes that when there is a business need to do so, Microsoft and Customer may need to share/exchange their respective Confidential Information with each other to develop a more meaningful business relationship. This section provides Microsoft and Customer with a well-balanced, commercially reasonable and comprehensive set of confidentiality terms that enable both parties to share/exchange a wide range of Confidential Information with each other knowing with confidence that significant confidentiality protections are in place. The confidentiality terms denoted below do not govern Microsoft's handling of Customer Data. In all instances under this Agreement, Microsoft's handling of Customer Data shall be governed as described under various other provisions of this Agreement and by Microsoft's data security policy.

a. **What is Included.** "Confidential Information" is non-public information, know-how and Trade Secrets in any form that are designated as "confidential" or a reasonable person knows or reasonably should understand to be confidential. It includes non-public information regarding either party's products or customers, marketing and promotions, or the negotiated terms of Microsoft agreements.

b. **What is not included.** The following types of information, however marked, are not Confidential Information. Information that:

(i) is, or becomes, publicly available without a breach of this agreement;

(ii) was lawfully known to the receiver of the information without an obligation to keep it confidential;

(iii) is received from another source who can disclose it lawfully and without an obligation to keep it confidential;

(iv) is independently developed; or

(v) is a comment or suggestion one party volunteers about the other's business, products or services.

c. **Treatment of Confidential Information.**

(i) **In general.** Subject to the other terms of this agreement, each party agrees:

1) it will not disclose the other's Confidential Information to third parties; and

2) it will use and disclose the other's Confidential Information only for purposes of the parties' business relationship with each other.

(ii) **Security precautions.** Subject to the other terms of this agreement, each party agrees:

1) to take reasonable steps to protect the other's Confidential Information – these steps must be at least as protective as those the party takes to protect its own Confidential Information;

2) to notify the other promptly upon discovery of any unauthorized use or disclosure of Confidential Information; and

3) to cooperate with the other to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it.

(iii) **Sharing Confidential Information with Affiliates and Representatives.**

1) A "Representative" is an employee, contractor, advisor, or consultant of one of the parties or of one of the parties' Affiliates.

2) Each party may disclose the other's confidential information to its Representatives (who may then disclose that Confidential Information to other of that party's Representatives) only if those Representatives have a need to know about it for purposes of the parties' business relationship with each other. Before doing so, each party must:

A. ensure that Affiliates and Representatives are required to protect the Confidential Information on terms consistent with this agreement; and

B. accept responsibility for each Representative's use of Confidential Information.

3) Neither party is required to restrict work assignments of Representatives who have had access to Confidential Information. Neither party can control the incoming information the other will disclose to it in the course of working together, or what that party's Representatives will remember, even without notes or other aids. Each party agrees that use of information in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

(iv) **Disclosing Confidential Information if required to by law.** Each party may disclose the other's Confidential Information if required to comply with a court order or other government demand that has the force of law. Before doing so, each party must seek

the highest level of protection available and, when possible, give the other enough prior notice to provide a reasonable chance to seek a protective order.

d. **Length of Confidential Information obligations.** Except as permitted above, neither party will use or disclose the other's Confidential Information for five years after it is received. The five-year time period does not apply if applicable law requires a longer period or the Product Use Rights provide a more specific requirement.

11. *Warranties.*

a. **Limited warranty.** Microsoft warrants that:

(i) Online Services will perform in accordance with the applicable Service Level Agreement;

(ii) Products other than Online Services will perform substantially as described in the applicable Microsoft user documentation; and

b. **Limited warranty term.** The limited warranty for:

(i) Online Services is for the duration of Enrolled Affiliate's use of the Online Service, subject to the notice requirements in the applicable Service Level Agreement;

(ii) Products other than Online Services is one year from the date Enrolled Affiliate first uses the Product; and

c. **Limited warranty exclusions.** This limited warranty is subject to the following limitations:

(i) any implied warranties, guarantees or conditions [illegible] as a matter of law last [illegible] from the start of the limited warranty [illegible];

(ii) the limited warranty does not cover problems caused by [illegible] 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 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.

d. **Remedies for breach of limited warranty.** If Microsoft fails to meet any of the above limited warranties and Enrolled Affiliate notifies Microsoft within the warranty term, then Microsoft will:

(i) for Online Services, provide the remedies identified in the Service Level Agreement for the affected Online Service;

(ii) for Products other than Online Services, at its option either (1) return the price paid or (2) repair or replace the Product; and

These are Enrolled Affiliate's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.

e. **DISCLAIMER OF OTHER WARRANTIES. 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.**

12. *Defense of infringement, misappropriation, and third party claims.*

a. **Microsoft's agreement to protect.** Microsoft will defend Enrolled Affiliate against any claims made by an unaffiliated third party that any Product or Fix that is made available by Microsoft for a fee infringes that party's patent, copyright, or trademark or makes unlawful use of its Trade Secret. Microsoft will also pay the amount of any resulting adverse final judgment (or settlement to which Microsoft consents). This section provides Enrolled Affiliate's exclusive remedy for these claims.

b. **Limitations on defense obligation.** Microsoft's obligations will not apply to the extent that the claim or award is based on:

(i) Customer Data, non-Microsoft software, modifications Enrolled Affiliate makes to, or any specifications or materials Enrolled Affiliate provides or makes available for, a Product or Fix;

(ii) Enrolled Affiliate's combination of the Product or Fix with a non-Microsoft product, data or business process; or damages based on the use of a non-Microsoft product, data or business process;

(iii) Enrolled Affiliate's use of either Microsoft Trademarks or the use or redistribution of a Product or Fix in violation of this agreement or any agreement incorporating its terms or;

(iv) Enrolled Affiliate's use of a Product or Fix after Microsoft identifies Enrolled Affiliate to discontinue that use due to a third party claim.

To the extent permitted by applicable law, Enrolled Affiliate [illegible] Microsoft for any costs or damages that result from any of the above [illegible]

c. **Enrolled Affiliate's agreement to protect.** To the extent [illegible] applicable law, Enrolled Affiliate will defend Microsoft and its Affiliates [illegible] claims [illegible] by an unaffiliated third party that:

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

(ii) Arises from violation of the Acceptable Use Policy, which is described in the Product Use Rights.

Customer will be responsible for the amount of any resulting adverse final judgment (or settlement to which it consents). This Section provides Microsoft's exclusive remedy for these claims.

d. **Rights and remedies in case of possible infringement or misappropriation.**

(i) **Microsoft's offerings.** If Microsoft reasonably believes that a Product or Fix may infringe or misappropriate a third-party's intellectual property rights, Microsoft will seek to: (1) procure for Enrolled Affiliate the right to continue to use the Product or Fix; or (2) modify or replace it with a functional equivalent to make it non-infringing and notify Enrolled Affiliate to discontinue use of the prior version, which Enrolled Affiliate must do immediately. If the foregoing options are not commercially reasonable for Microsoft, or if required by a valid judicial or government order, Microsoft may terminate Enrolled Affiliate's license or access rights in the Product or Fix. In such a case, Microsoft will provide Enrolled Affiliate with notice and refund any amounts Enrolled Affiliate has paid for those rights to the Product or Fix (or for Online Services, any amount Enrolled Affiliate has paid in advance for unused Online Services).

(ii) **Customer Data or use of non-Microsoft software with Online Services.** If an unaffiliated third party asserts that Customer Data or non-Microsoft software or technology used by Enrolled Affiliate the Online Services violates their intellectual property rights, Microsoft may ask Customer to remove the allegedly infringing item. If

Enrolled Affiliate fails to do so within a reasonable period of time, Microsoft may suspend or terminate the Online Service to which the Customer Data or non-Microsoft software relates.

e. **Obligations of protected party.** Enrolled Affiliate must notify Microsoft promptly in writing of a claim subject to the Subsection titled "Microsoft's agreement to protect" and Microsoft must notify Enrolled Affiliate promptly in writing of a claim subject to the Subsection titled "Customer's agreement to protect." The party invoking its right to protection must (1) give the other party sole control over the defense or settlement; and (2) provide reasonable assistance in defending the claim. The party providing the protection will reimburse the other party for reasonable out of pocket expenses that it incurs in providing assistance.

13. *Limitation of liability.*

a. **Limitation on liability.** To the extent permitted by applicable law, the liability of Microsoft and Enrolled Affiliate, their respective Affiliates and contractors arising under this agreement is limited to direct damages up to (1) for Products other than Online Services, the amount Enrolled Affiliate was required to pay for the Product giving rise to that liability and (2) for Online Services, the amount Enrolled Affiliate paid for the Online Service giving rise to that liability during the prior 12 months. In the case of Products 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 or Enrolled Affiliate's obligations under the section titled Defense of Infringement, misappropriation, and third party claims;

(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 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 for fraudulent misrepresentation; and

(v) violation by either party of the other party's intellectual property rights.

b. **EXCLUSION OF CERTAIN DAMAGES. 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 THE PARTIES' RESPECTIVE OBLIGATIONS IN THE SECTION TITLED "DEFENSE OF INFRINGEMENT, MISAPPROPRIATION, AND THIRD PARTY CLAIMS."**

c. **Affiliates and Contractors.** Neither Microsoft nor Enrolled **Affiliate shall** bring any action against the other's Affiliates or contractors in respect of any matter disclaimed on their behalf in this agreement.

14. Verifying compliance.

a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to the Products it and its Affiliates use or distribute. Microsoft has the right, to the extent permitted by applicable law, to verify compliance with the license terms for Products, at Microsoft's expense.

b. **Verification process and limitations.** Microsoft will provide customer at least 30 days' notice of its intent to verify compliance. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Customer's operations. Customer must promptly provide the independent auditor with any information it reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products Customer hosts, sublicenses, or distributes to third parties. As an alternative, Microsoft may require Customer to complete Microsoft's self-audit process relating to the Products Customer and any of its Affiliates use or distribute. Such information will be used solely for purposes of determining compliance.

c. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use, Customer must within 30 days order sufficient licenses to cover its use. If there is no unlicensed use, Microsoft will not undertake another verification of the same Customer for at least one year. By exercising the rights and procedures [illegible] Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other means permitted by law.

15. Miscellaneous.

a. **Notices to Microsoft.** Notices, authorizations, and requests in connection with this agreement must be sent by regular or overnight mail, express courier, or fax to the addresses and numbers listed on the signature form filed in this agreement. Notices will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery.

Copies should be sent to:

Microsoft Corporation
Legal and Corporate Affairs
Volume Licensing Group
One Microsoft Way
Redmond, WA 98052
USA

Via Facsimile: (425) 936-7329

Microsoft may provide information about upcoming Enrollment deadlines and Online Services in electronic form. Such information may be provided by email to contacts provided by Enrolled Affiliate under an Enrollment, or through a web site Microsoft identifies. Notice by email is given as of the transmission date.

b. **Assignment.** Either party may assign this agreement to an Affiliate only. Assignment will not relieve the assigning party of its obligations under the assigned agreement. If either party assigns this agreement, it must notify the other party of the assignment in writing.

c. **Severability.** If a court holds any provision of this agreement to be illegal, invalid or unenforceable, the rest of the document will remain in effect and this agreement will be amended to give effect to the eliminated provision to the maximum extent possible. Subcontractors. Microsoft may use contractors to perform Services and support Online Services. Microsoft will be responsible for their performance subject to the terms of this agreement.

d. **Waiver.** A waiver of any breach of this agreement is not a waiver of any other breach. Any waiver must be in writing and signed by an authorized representative of the waiving party.

e. **Applicable law; Dispute resolution.** The terms of this agreement will be governed by the laws of Enrolled Affiliate's state, without giving effect to its conflict of laws. Disputes relating to this agreement will be subject to applicable dispute resolution laws of Enrolled Affiliate's state.

f. **This agreement is not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft software.

g. **Entire agreement.** This agreement, the Product List, all Enrollments under this agreement, and the Product Use Rights constitute the entire agreement concerning the subject matter and supersede any prior or contemporaneous communications. In the case of a conflict between any documents referenced in this agreement that is not expressly resolved in the documents, their terms will control in the following order: (1) these terms and conditions and the accompanying signature form; (2) an Enrollment; (3) the Product List; (4) the Product Use Rights; (5) any other documents; and (6) all orders submitted under this agreement.

h. **Survival.** Provisions regarding ownership and license rights, Product Use Rights, restrictions on use, evidence of perpetual licenses, transfer of licenses, warranties, defense of infringement and misappropriation claims, Microsoft's and Customer's obligations to protect each other, limitations of liability, confidentiality, compliance verification, obligations on termination or expiration and the other provisions in this section entitled "Miscellaneous" will survive termination or expiration of this agreement and of any agreement in which they are incorporated.

i. **No transfer of ownership.** Microsoft does not transfer any ownership rights in any licensed Product.

j. **Free Products.** It is Microsoft's intent that the terms of this agreement and the Product Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.

k. **Amending the agreement.** This agreement (except the Product List and the Product Use Rights) can be changed only by an amendment signed by both parties.

l. **Resellers and other third parties cannot bind Microsoft.** Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

m. **Privacy and security.** Microsoft and Enrolled Affiliate will each comply with all applicable privacy and data protection laws and regulations (including applicable security breach notification law). However, Microsoft is not responsible for compliance with any laws applicable to Enrolled Affiliate or Enrolled Affiliate's industry that are not also generally applicable to information technology services providers. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Enrolled Affiliate may choose to provide personal information to Microsoft on behalf of third parties (including Enrolled Affiliate's contacts, resellers, distributors, administrators, and employees) as part of this agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft. The personal information Enrolled Affiliate provides in connection with this agreement will be processed according to the privacy statement available at https://www.microsoft.com/licensing/servicecenter (see footer), except

that Product-specific privacy statements are in the Product use rights. Personal data collected through Products or Services may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities. By using the Products or Services, Customer consents to the foregoing. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland. For Online Services, additional privacy and security details are in the Product use rights.

n. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the online services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at http://www.microsoft.com/enable.

o. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on http://www.microsoft.com at such time.

p. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this agreement and the Product Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products. Payment of License fees specified in this agreement for unlicensed use.

q. **U.S. export jurisdiction.** Products and Fixes are subject to U.S. export jurisdiction. Customer will comply with all U.S. Export Administration Regulations and International Traffic in Arms Regulation requirements as well as all end-user, end-use and destination restrictions issued by the U.S. and other governments applicable to the Products. For additional information, see http://www.microsoft.com/exporting.

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Supplemental Contact Information Form State and Local

[redacted]

This form applies to: ☒ Agreement

☐ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

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. If this Enrollment or, to designate other contact types, the same required fields must be completed for each. By providing contact information, entity consents to its use for purposes of administering this Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information collected in connection with this agreement will be used and protected according to the online privacy statement available at https://licensing.microsoft.com.

1. *Additional notices contact.*

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of Entity*
Contact name*: First Last
Contact email*
Street address*
City* State* Postal code*
Country*
Phone* Fax
☐ This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

2. *Software Assurance manager.*

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of Entity*
Contact name*: First Last
Contact email*
Street address*
City* State* Postal code*
Country*
Phone* Fax

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

3. Subscriptions manager.

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of Entity*
Contact name*: First Last
Contact email*
Street address*
City* **State*** **Postal code***
Country*
Phone* **Fax**
☐ This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

4. Online Services manager.

This contact will be provided online permissions to manage the Online Services ordered under the Enrollment or Registration.

Name of Entity*
Contact name*: First Last
Contact email*
Street address*
City* **State*** **Postal code***
Country*
Phone* **Fax**
☐ This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

5. Customer Support Manager (CSM):

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of Entity*
Contact name*: First Last
Contact email*
Street address*
City* **State*** **Postal code***
Country*
Phone* **Fax**
☐ This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

6. Primary contact information:

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.
Name of Entity* State of West Virginia
Contact name*: First Emily Last Dowdy

Contact email* Emily.C.Dowdy@wv.gov
Street address* 1900 Kanawha Blvd., E
City* Charleston State* WV Postal code* 25305
Country*: USA
Phone* 304 558 8806 Fax 304 558 0006

7. *Notices contact and online administrator information:*

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☒ Same as primary contact
Name of Entity*
Contact name*: First Last
Contact email*
Street address*
City* State* Postal code*
Country*:
Phone* Fax
☐ This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

Microsoft | Volume Licensing

Enterprise Agreement (Indirect)
Amendment ID CTM



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 Agreement, the Agreement is amended as follows:

1. The Enterprise Agreement section 4. How to know what Product Use Rights apply the following subsection is added:

   d. In lieu of your obligation to indemnify us under various provisions of the product use rights, you will be responsible for any cost or damages *assessed by a court of competent jurisdiction* arising from any claim to which your indemnity obligation would otherwise apply.

2. The Enterprise Agreement, section 7. Term and termination. only subsection *b. Termination without cause* is hereby deleted in its entirety and replaced with the following:

   b. Termination without cause. Either party may terminate this agreement, without cause, *upon 30 days written notice*. Such termination will merely terminate either party's and its Affiliates' ability to enter into new Enrollments under this agreement. Such termination will not affect any Enrollment or order not otherwise terminated, and any terms of this agreement applicable to any Enrollment or order not otherwise terminated will continue in effect with respect to that Enrollment or order. An Enrolled Affiliate may terminate an Enrollment without cause, pursuant to another obligation to make payments if funds to make payments under the Enrollment are not appropriated or allocated for such purpose.

3. The Enterprise Agreement section 10. Confidentiality, the first paragraph is modified as follows:

   This agreement and all associated documents, that are not otherwise exempt under law, are considered public records and will be disclosed to the public in accordance with applicable laws, rules, and policies governing the West Virginia Purchasing Division: Disclosure includes, but is not limited to, publication of this agreement on the Purchasing Division's website immediately upon its execution Applicable laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code section 29B 1 1 et.seq. Notwithstanding the foregoing, neither party will disclose the substance of any discussions that led to the terms of this Agreement, to any third party other than Affiliates or agents, or to designated or prospective resellers who: (1) have a need to know such information in order to assist in carrying out this Agreement; and (2) have been instructed that all such information is to be handled in strict confidence.

4. The Enterprise Agreement, section 12. Defense of infringement, misappropriation, and third party claims. *Subsection c. Enrolled Affiliate's agreement to protect.* is hereby deleted in its entirety and replaced with the following:

   c. **Enrolled Affiliate's agreement to protect.** *To the extent permitted by West Virginia law,* Enrolled Affiliate will defend Microsoft and its Affiliates against any claims made by an unaffiliated third party that:

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

      (II) Arises from violation of just the Acceptable use Policy, which is described in the Product Use Rights.

Customer will be responsible for the amount of any resulting adverse final judgment (or settlement to which it consents). This Section provides Microsoft's exclusive remedy for these claims *assessed by a court of competent jurisdiction.*

5. New Subsections 15. (r) Availability of funds. is hereby added to the agreement, as follows:

r. Availability of funds. *Each payment obligation of Customer or Customer's Affiliates is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. Nothing in the section shall be construed to limit Microsoft's right to terminate one or more enrollments upon non-payment due to non-appropriation of funds, pursuant to section 7. Term and Termination, or to issue partial license confirmations in a quantity proportionate to the amount paid relative to the total prior to such termination, pursuant to subsection 7(d).*

6. The Enterprise Agreement Section 13. Limitation on liability is hereby restated and revised in its entirety.

Limitation of liability.

a. **Limitation on liability.** To the extent permitted by applicable law, the liability of Microsoft and Enrolled Customer, their respective Affiliates and contractors arising under this agreement is limited to direct damages up to (1) for Products other than Online Services, two times (2x) the amount Enrolled Customer was required to pay for the Product giving rise to that liability and (2) for Online Services other than Office 365 Services, the amount Enrolled Affiliate paid for the Online Service giving rise to that liability during the prior 12 months. In the case of Products provided free of charge, or code that Enrolled Customer 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 and Enrolled Affiliate's obligations under the section titled "Defense of infringement, misappropriation, and third party claims";

(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 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 for fraudulent misrepresentation; and

(v) violation by either party of the other party's intellectual property rights.

b. **EXCLUSION OF CERTAIN DAMAGES. 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 THE PARTIES' RESPECTIVE**

OBLIGATIONS IN THE SECTION TITLED "DEFENSE OF INFRINGEMENT, MISAPPROPRIATION, AND THIRD PARTY CLAIMS."

c. Affiliates and Contractors. Neither Microsoft nor Enrolled Customer shall bring any action against the other's Affiliates or contractors in respect of any matter disclaimed on their behalf in this agreement.

d. Limitation of Liability for Office 365 Services.

The following additional definitions shall apply to this Section 13(d):

(i) "Covered Data Loss," means loss of Customer Data that is not (a) attributable to the instructions, acts or omissions of Enrolled Affiliate or its users or (b) within the published recovery point objective for the Office 365 Services;

(ii) "Covered Disclosure," means disclosure of Customer Data as a result of a Successful Security Incident; and

(iii) "Security Incident" means any unlawful access to any Customer Data stored or transmitted on Microsoft's equipment or in Microsoft's facilities or unauthorized access to such equipment or facilities or transmissions resulting in loss, disclosure, or alteration of Customer Data.

(iv) "PII" means information or data, alone or in combination, that (a) identifies or authenticates a particular individual. PII may include, without limitation, name, date of birth, full address (e.g. house number, city, state, and/or zip code), passwords, PINs, biometric data, unique identification numbers (e.g., social security numbers, driver license numbers, credit or debit account numbers, medical record numbers), federal or state tax information, answers to security questions or other personal identifiers or (b) meets the definition ascribed to the term "Personal Information" under §6809(4) of the Gramm-Leach-Bliley Act.

(v) "Qualifying State Agencies" mean the West Virginia State Agencies listed in the following table:

Qualifying State Agencies
WV Department of Administration
WV Office of Technology
Workforce West Virginia
WV Department of Tax and Revenue
WV Division of Rehab Services
WV Department of Military Affairs & Public Safety
WV Department of Environmental Protection
WV Department of Health & Human Resources
WV Department of Commerce
WV Department of Transportation
WV Department of Education and the Arts
WV Development Office

Solely for purposes of clarity related to the Office 365 Services, Section 13a of this Agreement, above, titled "Limitation of Liability," is hereby amended as follows.

(a) the amendment to the monetary limitation of liability for the Office 365 Services will apply to Microsoft's liability arising out of or in relation to its breach of its obligations under this Agreement related to Customer Data;

(b) for Qualifying State Agencies enrolled as Enrolled Affiliates under this Agreement, the liability of each party, its Affiliates and its Contractors arising under an Enrollment shall be limited to direct damages up to the amount the Enrolled Affiliate paid during the prior 12 months for the Office 365 Services that gave rise to the liability. For

purposes of clarity, notwithstanding the extent to which any component of Office 365 Services (e.g. Exchange Online) gives rise to liability, Microsoft's limitation of liability will be calculated using the whole monthly prices of each Office 365 Services SKU (including the monthly prices of Suites, rather than the components of such Suites) across all Enrollments under which Qualifying State Agencies have placed subscription orders. This change in the monetary limitation of liability for Office 365 Services will also apply to Microsoft's liability arising out of or in relation to Customer Data;

(c) for all other Enrolled Affiliates, the liability of each party, its Affiliates and its Contractors arising under an Enrollment shall be limited to direct damages up to the amount the Enrolled Affiliate paid during the prior 12 months for the Office 365 Services that gave rise to the liability. For purposes of clarity, notwithstanding the extent to which any component of Office 365 Services (e.g. Exchange Online) gives rise to liability, Microsoft's limitation of liability will be calculated using the whole monthly prices of each Office 365 Services SKU (including the monthly prices of Suites, rather than the components of such Suites) on the impacted Enrollment for which the Enrolled Affiliate has placed subscription orders. This change in the monetary limitation of liability for Office 365 Services will also apply to Microsoft's liability arising out of or in relation to Customer Data.

For purposes of this Section 13d, the following shall be deemed to be "direct damages" not subject to the exclusion of indirect or consequential damages as set forth above in Section 13b:

(1) The following costs related to affected individuals whose Personally Identifiable Information (PII) is disclosed pursuant to a Covered Disclosure:

a. Enrolled Affiliate's reasonable costs in notifying affected individuals of Covered Disclosure in which the data subjects' personally-identifiable information has been disclosed;

b. Credit monitoring for up to twelve (12) months for affected individuals;

c. Damages and fines assessed against Enrolled Affiliates by a court of competent jurisdiction and awarded to individuals whose Personally Identifiable Information is subject to a Covered Disclosure.

d. Any additional reasonable and documented costs of any mitigation, remedies or plans to the extent that such mitigation, remedies or plans are customary, reasonable, and expected to be paid by government entities, given the nature and scope of the Security Incident involving a Customer Data breach of PII, as validated by an independent internationally recognized third party industry expert chosen by both parties.

7. The Enterprise Agreement Section 15.m. Privacy and Security.

m. Privacy and security. Microsoft and Enrolled Affiliate will each comply with all applicable privacy and data protection laws and regulations (including applicable security breach notification law). However, Microsoft is not responsible for compliance with any laws applicable to Enrolled Affiliate or Enrolled Affiliate's industry that are not also generally applicable to information technology services providers. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Enrolled Affiliate may choose to provide personal information to Microsoft on behalf of third parties (including Enrolled Affiliate's contacts, resellers, distributors, administrators, and employees) as part of this agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft. The personal information Enrolled Affiliate provides in connection with this agreement will be processed according to the privacy statement available at https://www.microsoft.com/licensing/servicecenter (see footer), except that Product-specific privacy statements are in the Product use rights. Personal data collected through Products or Services may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities. By using the Products or Services, Customer consents to the foregoing. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S.

Department of Commerce regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland. For Online Services, additional privacy and security details are in the Product use rights.

8. New Subsections 15. (c) Litigation assistance. is hereby added to the agreement, as follows:

c. Litigation assistance. *Microsoft shall provide commercially reasonable assistant to agency in the event of formal litigation or administrative proceedings against the Agency, its officers or employees based upon claimed violations of any applicable regulation or law attributable in whole or in part to Microsoft's performance of its obligations under this Enrollment, except to the extent Microsoft is named as an adverse party.*

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

Microsoft Volume Licensing

Enterprise Agreement
Microsoft Online Services Security Amendment
Amendment ID CTM

Enterprise Agreement Number
Microsoft to complete

This Microsoft Online Services Security Amendment ("*Amendment*") is entered into between the parties identified on the signature form for the agreement identified above ("*Agreement*"). The parties agree that the Amendment supplements the Agreement and applies to only the Microsoft Online Services, defined below, Customer buys under an Enterprise Enrollment under the Agreement.

Defined Terms

Capitalized terms used but not defined in this Amendment will have the meanings provided in the Enterprise Enrollment, Agreement, and applicable Microsoft Business Agreement/Microsoft Business and Services Agreement. 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, Customer through Customer's use of the Microsoft Online Services.

"Dynamics CRM Online Services" means Dynamics CRM Online [illegible] SKUs such as DynCRMOnln ALNG SubsVL PerUsr (DSD-00301).

"End User" means an individual that accesses the Microsoft Online Services [illegible].

"Microsoft Online Services" for this Amendment only, means Office [illegible] and Dynamics CRM Online Services.

"Office 365 Services" means (a) Exchange Online, Exchange Online Archiving, SharePoint Online, Lync Online, and Office Web Apps included in Office 365 Enterprise Plans E1, E2, E3, E4, K1 and K2; and (b) Exchange Online Plans 1, 2, Basic and Kiosk, SharePoint Online Plans 1, 2 and 3; Office Web Apps Plans 1 and 2; and Lync Online Plans 1, 2 and 3. Office 365 Services do not include Office 365 ProPlus or any separately branded service made available with an Office 365-branded plan or suite.

Privacy

a. **Privacy practices.** Microsoft will comply with all laws and regulations applicable to its provision of the Microsoft Online Services (including applicable security breach notification law). However, Microsoft is not responsible for compliance with any laws applicable to Customer or Customer's industry that are not generally applicable to information technology services providers.

b. **Customer Data.** Microsoft will process Customer Data in accordance with the provisions of this Amendment and, except as stated in the Enrollment and this Amendment, Microsoft (a) will acquire no rights in Customer Data and (b) will not use or disclose Customer Data for any purpose other than stated below. Microsoft's use of Customer Data is as follows:

(i) Customer Data will be used only to provide Customer the Microsoft Online Services. This may include troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the Microsoft Online Services and the improvement of features that involve the detection of, and protection against, emerging and evolving threats to the user (such as malware or spam).

(II) Microsoft will not disclose Customer Data to law enforcement unless required by law. Should law enforcement contact Microsoft with a demand for Customer Data, Microsoft will attempt to redirect the law enforcement agency to request that data directly from Customer. As part of this effort, Microsoft may provide Customer's basic contact information to the agency. If compelled to disclose Customer Data to law enforcement, Microsoft will use commercially reasonable efforts to notify Customer in advance of a disclosure unless legally prohibited.

c. Customer Data deletion or return. Upon expiration or termination of Customer's use of the Microsoft Online Services, Customer may extract Customer Data and Microsoft will delete Customer Data, each in accordance with the Product Use Rights.

d. End User requests. Microsoft will not independently respond to requests from Customer's End Users without Customer's prior written consent, except where required by applicable law.

e. Microsoft personnel. Microsoft personnel will not process Customer Data without authorization from Customer. Microsoft personnel are obligated to maintain the confidentiality of any Customer Data and this obligation continues even after their engagement ends.

f. Subcontractor; transfer. Microsoft may hire other companies to provide limited services on its behalf, such as providing customer support. Any such subcontractors will be permitted to obtain Customer Data only to deliver the services Microsoft has retained them to provide, and they are prohibited from using Customer Data for any other purpose. Microsoft remains responsible for its subcontractors' compliance with the obligations of this Amendment. Any subcontractors to whom Microsoft transfers Customer Data, even those used for storage purposes, will have entered into written agreements with Microsoft requiring that the subcontractor abide by terms no less protective than this Amendment. Customer consents to Microsoft's transfer of Customer Data to subcontractors as described in this Amendment. Except as set forth above, or as Customer may otherwise authorize, Microsoft will not transfer to any third party (not even for storage purposes) personal data Customer provides to Microsoft through the use of the Microsoft Online Services.

2. Customer responsibilities.

Customer must comply with applicable legal requirements for privacy, data protection, and confidentiality of communications related to its use of Microsoft Online Services.

3. Security

a. General practices. Microsoft has implemented and will maintain appropriate technical and organizational measures, internal controls, and information security routines intended to protect Customer Data against accidental loss, destruction, or alteration; unauthorized disclosure or access; or unlawful destruction as follows:

(I) **Domain: organization of information security**

1) Security ownership. Microsoft has appointed one or more security officers responsible for coordinating and monitoring the security rules and procedures.

2) Security roles and responsibilities. Microsoft personnel with access to Customer Data are subject to confidentiality obligations.

3) Risk management program. Microsoft performed a risk assessment before processing the Customer Data or launching the Microsoft Online Services Service.

4) Microsoft retains its security documents pursuant to its retention requirements after they are no longer in effect.

(II) Domain: asset management

1) **Asset inventory.** Microsoft maintains an inventory of all media on which Customer Data is stored. Access to the inventories of such media is restricted to Microsoft personnel authorized in writing to have such access.

2) **Asset handling.**

A. Microsoft classifies Customer Data to help identify it and to allow for access to it to be appropriately restricted (e.g., through encryption).

B. Microsoft imposes restrictions on printing Customer Data and has procedures for disposing of printed materials that contain Customer Data.

C. Microsoft personnel must obtain Microsoft authorization prior to storing Customer Data on portable devices, remotely accessing Customer Data, or processing Customer Data outside Microsoft's facilities. This includes removing media (e.g., USB sticks and CD-ROMs) and documents containing Customer Data from Microsoft's facilities.

(iii) **Domain: human resources security**

1) **Security training.**

A. Microsoft informs its personnel about relevant security procedures and their respective roles. Microsoft also informs its personnel of possible consequences of breaching the security rules and procedures.

B. Microsoft will only use anonymous data in training.

(iv) **Domain: physical and environmental security**

1) **Physical access to facilities.** Microsoft limits access to facilities where information systems that process Customer Data are located to identified authorized individuals.

2) **Physical access to components.** Microsoft maintains records of incoming and outgoing media containing Customer Data, including the kind of media, the authorized sender/recipients, date and time, the number of media and the types of Customer Data they contain.

3) **Protection from disruptions.** Microsoft uses a variety of industry standard systems to protect against loss of data due to power supply failure or line interference.

4) **Component disposal.** Microsoft uses industry standard processes to delete Customer Data when it is no longer needed.

(v) **Domain: communications and operations management**

1) **Operational policy.** Microsoft maintains security documents describing its security measures and the relevant procedures and responsibilities of its personnel who have access to Customer Data.

2) **Data recovery procedures.**

A. On an ongoing basis, but in no case less frequently than once a week (unless no Customer Data has been updated during that period), Microsoft maintains multiple copies of Customer Data from which Customer Data can be recovered.

B. Microsoft stores copies of Customer Data and data recovery procedures in a different place from where the primary computer equipment processing the Customer Data is located.

C. Microsoft has specific procedures in place governing access to copies of Customer Data.

D. Microsoft reviews data recovery procedures at least every six months.

E. Microsoft logs data restoration efforts, including the person responsible, the description of the restored data and which data (if any) had to be input manually in the data recovery process.

3) **Malicious software.** Microsoft has anti-malware controls to help avoid malicious software gaining unauthorized access to Customer Data, including malicious software originating from public networks.

4) **Data beyond boundaries.**

A. Microsoft encrypts Customer Data that is transmitted over public networks.

B. Microsoft restricts access to Customer Data in media leaving its facilities (e.g., through encryption).

5) **Event Logging.**

A. Microsoft logs the use of our data-processing systems.

B. Microsoft logs access and use of information systems containing Customer Data, registering the access ID, time, authorization granted or denied, and relevant activity.

(vi) **Domain: access control**

1) **Access policy.** Microsoft maintains a record of security privileges of individuals having access to Customer Data.

2) **Access authorization.**

A. Microsoft maintains and updates a record of personnel authorized to access Microsoft systems that contain Customer Data.

B. [illegible] deactivates authentication credentials that have not been used for a period of time not to exceed six months.

C. Microsoft identifies those personnel who may grant, alter or cancel authorized access to data and resources.

D. Microsoft ensures that where more than one individual has access to systems containing Customer Data, the individuals have separate identifiers/log-ins.

3) **Least privilege.**

A. Technical support personnel are only permitted to have access to Customer Data when needed.

B. Microsoft restricts access to Customer Data to only those individuals who require such access to perform their job function.

4) **Integrity and confidentiality.**

A. Microsoft instructs Microsoft personnel to disable administrative sessions when leaving premises Microsoft controls or when computers are otherwise left unattended.

B. Microsoft stores passwords in a way that makes them unintelligible while they are in force.

5) **Authentication.**

A. Microsoft uses industry standard practices to identify and authenticate users who attempt to access information systems.

B. Where authentication mechanisms are based on passwords, Microsoft requires that the passwords are renewed regularly.

C. Where authentication mechanisms are based on passwords, Microsoft requires the password to be at least eight characters long.

D. Microsoft ensures that de-activated or expired identifiers are not granted to other individuals.

E. Microsoft monitors repeated attempts to gain access to the information system using an invalid password.

F. Microsoft maintains industry standard procedures to deactivate passwords that have been corrupted or inadvertently disclosed.

G. Microsoft uses industry standard password protection practices, including practices designed to maintain the confidentiality and integrity of passwords when they are assigned and distributed, and during storage.

6) **Network design.** Microsoft has controls to avoid individuals assuming access rights they have not been assigned to gain access to Customer Data they are not authorized to access.

(vii) **Domain: Information security incident management**

1) **Incident response process.**

A. Microsoft maintains a record of security breaches with a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported, and the procedure for recovering data.

B. Microsoft tracks disclosures of Customer Data, including what data has been disclosed, to whom, and at what time.

2) **Service Monitoring.** Microsoft security personnel verify logs at least every six months to propose remediation efforts if necessary.

(viii) **Domain: Business Continuity Management**

1) Microsoft maintains emergency and contingency plans for the facilities in which Microsoft information systems that process Customer Data are located.

2) Microsoft's redundant storage and its procedures for recovering data are designed to attempt to reconstruct Customer Data in its original state from before the time it was lost or destroyed.

(ix) The security measures described in this Section 4 are Microsoft's only responsibility with respect to the security of Customer Data. For Customer Data, these measures replace any confidentiality obligations contained in the Enrollment or any other non-disclosure agreement between Microsoft and Customer.

b. **Certifications and audits**

(i) Microsoft has established and agrees to maintain a data security policy that complies with the ISO 27001 standards for the establishment, implementation, control, and improvement of the Information Security Management System and the ISO/IEC 27002 code of best practices for information security management ("*Microsoft Online Information Security Policy*"). On a confidential need-to-know basis, and subject to Customer's agreement to non-disclosure obligations Microsoft specifies, Microsoft will make the Microsoft Online Information Security Policy available to Customer, along with other information reasonably requested by Customer regarding Microsoft security practices and policies. Customer is solely responsible for reviewing the Microsoft Online Information Security Policy, making an independent determination as to whether the Microsoft Online Information Security Policy meets Customer's requirements, and for ensuring that Customer's personnel and consultants follow the guidelines they are provided regarding data security.

(ii) Microsoft will audit the security of the computers and computing environment that it uses in processing Customer Data (including personal data) on the Microsoft Online Services and the physical data centers from which Microsoft provides the Microsoft Online Services. This audit: (a) will be performed at least annually; (b) will be performed according to ISO 27001 standards; (c) will be performed by third party security professionals at Microsoft's selection and expense; (d) will result in the

generation of an audit report ("*Microsoft Audit Report*"), which will be Microsoft's confidential information; and (e) may be performed for other purposes in addition to satisfying this Section (e.g., as part of Microsoft's regular internal security procedures or to satisfy other contractual obligations).

(iii) If Customer requests in writing, Microsoft will provide Customer with a confidential summary of the Microsoft Audit Report ("*Summary Report*") so that Customer can reasonably verify Microsoft's compliance with the security obligations under this Amendment. The Summary Report is Microsoft confidential information.

(iv) Microsoft will make good faith, commercially reasonable efforts to remediate (a) any errors identified in a Microsoft Audit Report that could reasonably be expected to have an adverse impact on Customer use of the Microsoft Online Services and (b) material control deficiencies identified in the Microsoft Audit Report.

4. *Security Incident Notification*

a. If Microsoft becomes aware of any unlawful access to any Customer Data stored on Microsoft's equipment or in Microsoft's facilities, or unauthorized access to such equipment or facilities resulting in loss, disclosure, or alteration of Customer Data (each a "Security Incident"), Microsoft will promptly: (a) notify Customer of the Security Incident; (b) investigate the Security Incident and provide Customer with detailed information about the Security Incident; and (c) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident.

b. Customer agrees that:

(i) An unsuccessful Security Incident will not be subject to this Section. An unsuccessful Security Incident is one that results in no unauthorized access to Customer Data or to any of Microsoft's equipment or facilities storing Customer Data, and may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond IP addresses or headers) or similar incidents; and

(ii) Microsoft's obligation to report or respond to a Security Incident under this Section is not and will not be construed as an acknowledgement by Microsoft of any fault or liability with respect to the Security Incident.

c. Notification(s) of Security Incidents, if any, will be delivered to one or more of Customer's administrators by any means Microsoft selects, including via email. It is Customer's sole responsibility to ensure Customer's administrators maintain accurate contact information on the Online Services portal at all times.

5. Additional Terms

a. **Data Location.** Microsoft will provide Office 365 for Government Services from data centers in the United States. In connection with the Office 365 for Government Services, storage of the following customer data at rest will be located in data centers only in the United States: (i) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), and (ii) SharePoint Online site content and the files stored within that site.

b. **Office 365 Services and Customer Data.** Office 365 Services shall not capture, maintain, scan, index, share or use Customer Data, or otherwise use any data-mining technology, for any activity not authorized under the Agreement. Office 365 Services shall not use Customer Data for any advertising or other commercial purpose of Microsoft or any third party. Office 365 Services will be logically separate from Microsoft's consumer online services. Unless expressly approved by Customer in advance, Customer Data will not be commingled with data in Microsoft's consumer online services or with data created by or resulting from Microsoft's scanning, indexing, or data-mining activities.

6. Miscellaneous

a. **Confidentiality.** Customer will treat the terms and conditions of this Amendment, the contents of the Microsoft Online Information Security Policy, the Microsoft Audit Report and the Summary Report as confidential and shall not disclose them to any third party except for Customer's auditors or consultants that need to know this information for the purpose of this business relationship, as articulated in this Amendment and the Agreement.

b. **Term and termination.** This Amendment shall automatically terminate upon any termination or expiration of the Agreement.

c. **Order of precedence.** If there is a conflict between any provision in this Amendment and any provision in the Enterprise Enrollment, Agreement, applicable Microsoft Business Agreement/Microsoft Business and Services Agreement, or the Product Use Rights (including the linked Privacy and Security Terms) for the Online Services, this Amendment shall control.

d. **Entire agreement.** Except for changes made by this Amendment, the Agreement remains unchanged and in full force and effect.

This [illegible]

Microsoft

Volume Licensing

Enterprise Agreement
Amendment ID CTM

Agreement Number [redacted]

[redacted]

This Office 365 Security Incident amendment ("Office 365 SI Addendum") is entered into between the parties identified on the signature form for the agreement identified above ("Agreement"). The parties agree that the Office 365 SI Addendum supplements the Agreement and applies to only the Office 365 Services, defined below, Customer buys under an Enterprise Enrollment under the Agreement.

1. Definitions

Capitalized terms used but not defined in this Office 365 SI Addendum will have the meanings provided in the Enterprise Enrollment, Agreement, and applicable Microsoft Business Agreement/Microsoft Business and Services Agreement. The following definitions are used in this Office 365 SI Addendum:

"Customer Data" means all data, including all text, sound, or image files that are provided to Microsoft by, or on behalf of, Customer through Customer's use of the Office 365 Services.

"Office 365 Services" means Office 365 Plans E1, E2, E3, E4, K1 and K2; Exchange Online Plan 1, Plan 2 and Kiosk; SharePoint Online Plans 1 and 2; Office Web Apps Plans 1 and 2; and Lync Online branded services.

2. Security Incident Notification

a. If Microsoft becomes aware of any unlawful access to any Customer Data stored on Microsoft's equipment or in Microsoft's facilities, or unauthorized access to such equipment or facilities resulting in loss, disclosure, or alteration of Customer Data (each a "Security Incident"), Microsoft will: (i) promptly notify Customer of the Security Incident; (ii) investigate the Security Incident and provide Customer with detailed information about the Security Incident; and (iii) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident.

b. Customer agrees that:

(i) An unsuccessful Security Incident will not be subject to this Section. An unsuccessful Security Incident is one that results in no unauthorized access to Customer Data or to any of Microsoft's equipment or facilities storing Customer Data, and may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond IP addresses or headers) or similar incidents; and

(ii) Microsoft's obligation to report or respond to a Security Incident under this Section is not and will not be construed as an acknowledgement by Microsoft of any fault or liability with respect to the Security Incident.

c. Notification(s) of Security Incidents, if any, will be delivered to one or more of Customer's administrators by any means Microsoft selects, including via email. It is Customer's sole responsibility to ensure Customer's administrators maintain accurate contact information on the Online Services portal at all times.

3. Limited Reimbursement for Customer Mitigation Costs

To the extent that a Security Incident results from Microsoft's failure to comply with its obligations under this Agreement, and subject to the limitations of liability set forth in this agreement, Microsoft will reimburse Customer for reasonable out-of-pocket remediation costs incurred by Customer in connection with that Security Incident. "Reasonable out-of-pocket remediation costs" are costs that (a) are customary, reasonable and expected to be paid by companies in Customer's industry, given the nature and scope of the Security Incident, (b) do not arise from Customer's violation of (i) laws applicable to Customer or (ii) Customer's obligations to third parties, and (c) in no event include costs arising (i) related to any Payment Card Industry-regulated data (including data covered by the Payment Card Industry Data Security Standard) or (ii) related to compliance with laws applicable to Customer or Customer's industry that are not generally applicable to information technology services providers. Customer must document all such expenditures and, upon Microsoft's request, those expenditures must be validated by an independent, internationally-recognized third party industry expert chosen by both parties. For avoidance of doubt, the costs reimbursed by Microsoft under this paragraph will be characterized as direct damages subject to the limitation on liability in the Master Agreement, and not as special damages excluded under the "EXCLUSION OF CERTAIN DAMAGES" in the Master Agreement.

4. Miscellaneous

a. **Confidentiality.** Customer will treat the terms and conditions of this Office 365 SI Addendum, as confidential and shall not disclose them to any third party except for Customer's auditors or consultants that need access to this information for the purpose of this business relationship as articulated in this Office 365 SI Addendum and the Agreement.

b. **Term and termination.** This Office 365 SI Addendum shall automatically terminate upon any termination or expiration of the Agreement.

c. **Order of Precedence.** If there is a conflict between any provision in this Office 365 SI Addendum and any provision in the Enterprise Enrollment, Agreement, or applicable Microsoft Business Agreement/Microsoft Business and Services Agreement, this Office 365 SI Addendum shall control.

d. **Entire Agreement.** Except for changes made by this Office 365 SI Addendum, the Agreement remains unchanged and in full force and effect.

This Amendment shall automatically terminate upon any termination or expiration of the Agreement. In addition, Microsoft shall have the right to immediately terminate an underlying Enterprise Enrollment in the event that an Enrolled Affiliate breaches any obligation in this Amendment. Except for changes made by this Amendment, the Agreement remains unchanged and in full force and effect.

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

Microsoft | Volume Licensing

Enterprise Agreement (Indirect)
Amendment ID CTM

[redacted]

For the purposes of this Amendment, "Entity" means 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 Agreement, the Agreement is amended as follows:

Microsoft and Entity agree Appendix A is hereby added to the Enterprise Agreement. Appendix A includes sample Amendments and forms including: Government Community Cloud Amendment and Product Selection Form ("GCC Amendment") and the Business Associate Enterprise Enrollment Amendment, M178 ("BAA"). The following terms and conditions apply to these sample Amendments included in Appendix A:

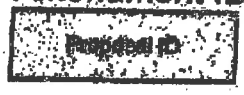
- The GCC Amendment must be included with the Enterprise Enrollment for Affiliates when ordering Office 365 for Government Online Services. Affiliates must work with Microsoft to validate eligibility to purchase Office 365 for Government Online Services.
- The BAA should be included as part of the Enrollment for Affiliates that purchase Office 365 Online Services if the Affiliate is governed by HIPAA.
- All of the Amendments below are included for reference only. The terms and conditions of the above referenced Amendments have been negotiated previously and cannot be changed without approval by Customer and Microsoft.

Appendix A

The following Enrollment amendments and forms are included for reference. The terms and conditions of the documents included below are not binding unless they are signed as part of an Enterprise Enrollment.

1. Government Community Cloud Amendment and Product Selection Form

Enterprise Enrollment (Indirect)
Amendment ID (CTM)



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:

Office 365 for Government

The following set of Terms applies to Entity when ordering Office 365 for Government Online Services.

1. ***Definitions:*** The following definitions are used in this Amendment and apply to documents incorporated by reference:

   "Office 365 for Government" means Microsoft's family of Office 365 Products that are provisioned in Microsoft's multi-tenant data centers for exclusive use by eligible US Federal, State, Local, and Tribal Government Customers only and offered in accordance with the "community cloud" definition as defined in the National Institute of Standards and Technology (NIST) Special Publication 800-145.

2. *Office 365 for Governments Terms*

For purposes of this Amendment Office 365 for Government, tables a and b, below, contains mappings for Office 365 for Government Online Services and their equivalent/corresponding Office 365 for Enterprise Online Services ("Equivalent Online Services." Each Office 365 for Government Online Service shown below is subject to the same terms and conditions as its corresponding Equivalent Online Service, except as otherwise provided in the applicable Product List and this Amendment. Notwithstanding references to Transitions and Reserved Licenses Entity's Enterprise Enrollment, Transitions and Reserved Licenses are not available at this time for Office 365 for Government through the Volume Licensing Service Center but may be available through a manual request process using a License Reservation Form to be provided by Microsoft upon request.

a. Office 365 for Government component Online Services– Equivalent Online Services Mapping

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Office 365 for Government Online Services	Office 365 Equivalent Online Services
Exchange Online Plan 1 G	Exchange Online Plan 1
Exchange Online Plan 2 G	Exchange Online Plan 2
Exchange Online Kiosk G	Exchange Online Kiosk
Exchange Online Archiving Add-On for on-premises servers G	Exchange Online Archiving Add-On for on-premises servers
Lync Online Plan 1 G	Lync Online Plan 1
Lync Online Plan 2 G	Lync Online Plan 2
Lync Online Plan 3 G	Lync Online Plan 3
SharePoint Online Plan 1 G	SharePoint Online Plan 1
SharePoint Online Plan 2 G	SharePoint Online Plan 2
Office Web Apps w/ SharePoint Plan 1 G	Office Web Apps w/ SharePoint Plan 1
Office Web Apps w/ SharePoint Plan 2 G	Office Web Apps w/ SharePoint Plan 2
Office Professional Plus for Office 365 G	Office Professional Plus for Office 365

b. Office 365 for Government Suites – Equivalent Enterprise Online Services Mapping

Office 365 for Government - Equivalent "Enterprise Online Services" Suites	Office 365 Enterprise Online Services
Office 365 Plan G1	Office 365 Plan E1
Office 365 Plan G2	Office 365 Plan E2
Office 365 Plan G3	Office 365 Plan E3
Office 365 Plan G4	Office 365 Plan E4
Office 365 Plan K1 G	Office 365 Plan K1
Office 365 Plan K2 G	Office 365 Plan K2

Office 365 for Government "Equivalent Online Services" Suite Orders (G1-G4) will be captured on a separate Product Selection Form.

3. *Office 365 Office 365 for Government Customer Requirements.*

Entity is a United States Federal, State, Local or Tribal government entity.

Enterprise and Enterprise Subscription Enrollment Product Selection Form – CTM Office 365 for Government

Step 1. Please indicate whether Enrolled Affiliate is ordering Enterprise Products or Office 365 for Government Online Services on the initial enrollment order. Choose both if applicable.

☐ **Enterprise Products.** Choose platform option: <Choose One>

Qualified Devices: **Qualified Users:**

☐ **Office 365 for Government Online Services**

Step 2. Select the Products and Quantities Enrolled Affiliate is ordering on its initial Enrollment Order. Quantity may not include any Licenses which Enrolled Affiliate has selected for optional future use, or to which it is transitioning or stepping up within enrollment

term. Products for which the Enrolled Affiliate has an option to transition or step-up should be listed in Step 3.

Products[1]	Quantity
Office Professional Plus	
Office Pro Plus	
Office Pro Plus for Office 365 G	
Office 365 Plans[1]	
Office 365 (Plan G1)	
Office 365 (Plan G2)	
Office 365 (Plan G3)	
Office 365 (Plan G4)	
Client Access License (CAL). Choose 1 Option.	
☒ Core CAL, including Bridge CAL's (if applicable)	
Core CAL	
Core CAL Bridge for Office 365	
Core CAL Bridge for Windows Intune	
Core CAL Bridge for Office 365 and Windows Intune	
☐ Enterprise CAL (ECAL)	
ECAL	
ECAL Bridge for Office 365	
ECAL Bridge for Windows Intune	
ECAL Bridge for Office 365 and Windows Intune	
The Client Access License selection must be the same across the Enterprise. Specify whether licensing CAL per Device or User: User	
Windows Desktop	
Windows OS Upgrade	
Windows VDA	
Windows Intune	
Windows Intune	
Windows Intune Add-on[2]	
Other Enterprise Products	
Microsoft Desktop Optimization Pack (MDOP)[2]	

If selecting Windows Desktop, Enrolled Affiliate acknowledges the following:

a. 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.
b. In order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that Enrolled Affiliate has acquired qualifying operating system licenses. See the Product List for details.

Step 3. Indicate new Enterprise Products and Online Services Enrolled Affiliate has selected for optional future use where not selected on the initial enrollment order (above):

Products[3]
☐ Office Pro Plus for Office 365 G
☐ Office 365 (Plan G1)
☐ Office 365 (Plan G2)
☐ Office 365 (Plan G3)
☐ Office 365 (Plan G4)
☐ Enterprise CAL (ECAL) Step-up, including Bridge CALs
☐ Windows Intune
☐ Windows Intune Add-on[2]

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 Office 365 for Government Online Services 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	Price Group	Qty from above
Office Professional Plus + Office Professional Plus for Office 365 + Office 365 G (Plans G2–G4)	1	
Client Access License + Office 365 (Plans G1-G4)	2	
Client Access License + Windows Intune Add-on G + Windows Intune	3	
Windows Desktop Upgrade + Windows VDA + Windows Intune	4	

Qty	Price Level
250 and Above	D

Product Offering/Pool	Price Level
Enterprise Products and Enterprise Online Services: Set price level using the highest quantity from Groups 1 through 4	D
Additional Product Application Pool: Set price level using quantity from Group 1	D
Additional Product Server Pool: Set price level using the highest quantity from Group 2 or 3	D
Additional Product Systems Pool: Set price level using quantity from Group 4	D

Additional Products may be included on the order, but are not selected on this form.
[2] Windows Intune Add-on requires purchase of Windows OS Upgrade or Windows VDA.
[3] MDOP requires purchase of Windows OS Upgrade, Windows VDA, or Windows Intune.

2. Business Associate Enterprise Enrollment Amendment_M176

Custom Business Associate Enterprise Enrollment Amendment
Amendment ID CTM

Proposal ID

This Amendment (this "Amendment") is entered into between the Parties identified on the signature form (individually, a "Party" and, collectively, the "Parties") for the Enrollment identified above (the "Enrollment").

The Microsoft Online Services provided to Customer require Microsoft to host Customer Data that may contain Protected Health Information. Customer is a Covered Entity or a Business Associate. To the extent Microsoft creates, receives, maintains, or transmits Protected Health Information, Microsoft is a Business Associate of Customer. As such, HIPAA requires Microsoft and Customer to comply with additional obligations under the Privacy Rule, Breach Notification Rule, and Security Rule that relate to the Use, access, and Disclosure of Protected Health Information.

The terms and conditions in this Amendment supersede any conflicting terms and conditions in Customer's Enrollment and supersede and replace any previous Enrollment amendments related to the subject matter of this Amendment. The Parties amend and supplement the Enrollment with the following:

1. *Definitions.*

Except as otherwise defined in this Amendment, any and all capitalized terms shall have the definitions set forth in HIPAA, and Customer's Enrollment.

"Breach Notification Rule" means the Breach Notification for Unsecured Protected Health Information Final Rule.

"Business Associate" shall have the same meaning as the term "business associate" in 45 CFR § 160.103 of HIPAA.

"Covered Entity" shall have the same meaning as the term "covered entity" in 45 CFR § 160.103 of HIPAA.

"Customer" means the customer identified on the signature form.

"HIPAA" collectively means the administrative simplification provision of the Health Insurance Portability and Accountability Act enacted by the United States Congress, and its implementing regulations, including the Privacy Rule, the Breach Notification Rule, and the Security Rule, as amended from time to time, including by the Health Information Technology for Economic and Clinical Health ("HITECH") Act and by the Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules; Final Rule.

"Microsoft Online Services" for this Amendment only, means Office 365 Services.

"Office 365 Services" means (a) Exchange Online, Exchange Online Archiving, SharePoint Online, Lync Online, and Office Web Apps included in Office 365 Enterprise Plans E1, E2, E3, E4, K1, and K2; Office 365 Midsize Business; Office 365 Small Business; and Office 365 Small Business Premium, and (b) Exchange Online Plans 1, 2, Basic, and Kiosk; SharePoint Online Plans 1 and 2; Office Web Apps Plans 1 and 2; and Lync Online Plans 1, 2, and 3. Office 365 Services do not include Office 365 ProPlus or any separately branded service made available with an Office 365-branded plan or suite.

"Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information.

"Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103 of HIPAA, provided that it is limited to such protected health information that is received by Microsoft from, or created, received, maintained, or transmitted by Microsoft on behalf of, Customer.

"Security Rule" means the Security Standards for the Protection of Electronic Protected Health Information.

2. *Permitted Uses and Disclosures of Protected Health Information.*

a. **Performance of the Enrollment for Microsoft Online Services.** Except as otherwise limited in this Amendment, Microsoft may Use and Disclose Protected Health Information for, or on behalf of, Customer as specified in the Enrollment.

b. **Management, Administration, and Legal Responsibilities.** Except as otherwise limited in this Amendment, Microsoft may Use and Disclose Protected Health Information for the proper management and administration of Microsoft and/or to carry out the legal responsibilities of Microsoft, provided that any Disclosure may occur only if: (1) Required by Law; or (2) Microsoft obtains written reasonable assurances from the person to whom the Protected Health Information is Disclosed that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and the person notifies Microsoft of any instances of which it becomes aware in which the confidentiality of the Protected Health Information has been breached.

3. *Responsibilities of the Parties with Respect to Protected Health Information.*

a. **Microsoft's Responsibilities.** To the extent Microsoft is acting as a Business Associate, Microsoft agrees to the following:

(i) **Limitations on Use and Disclosure.** Microsoft shall not Use and/or Disclose the Protected Health Information other than as permitted or required by the Enrollment and/or this Amendment or as otherwise Required by Law; provided that any such Use or Disclosure would not violate HIPAA if done by Customer, unless expressly permitted for Business Associates under HIPAA. Microsoft shall make reasonable efforts to Use, Disclose, and/or request the minimum necessary Protected Health Information to accomplish the intended purpose of such Use, Disclosure, or request.

(ii) **Safeguards.** Microsoft shall: (1) use reasonable and appropriate safeguards to prevent inappropriate Use and Disclosure of Protected Health Information other than as provided for in this Amendment; and (2) comply with the applicable requirements of 45 CFR Part 164 Subpart C of the Security Rule.

(iii) **Reporting.** Microsoft shall *promptly* report to Customer: (1) any Use and/or Disclosure of Protected Health Information that is not permitted or required by this Amendment of which Microsoft becomes aware; (2) any Security Incident of which it becomes aware, provided that notice is hereby deemed given for Unsuccessful Security Incidents and no further notice of such Unsuccessful Security Incidents shall be given; and/or (3) any Breach of Customer's Unsecured Protected Health Information that Microsoft may discover (in accordance with 45 CFR § 164.410 of the Breach Notification Rule). Notification of a Breach will be made without unreasonable delay, but in no event ***more than five (5) business days after Microsoft determines that a Breach of Customer's Unsecured Protected Health Information has occurred.*** Taking into account the level of risk reasonably likely to be presented by the Use, Disclosure, Security Incident, or Breach, the timing of other reporting will be made consistent with Microsoft's and Customer's legal obligations.

For purposes of this Section, "Unsuccessful Security Incidents" mean, without limitation, pings and other broadcast attacks on Microsoft's firewall, port scans,

unsuccessful log-on attempts, denial of service attacks, and any combination of the above, as long as no such incident results in unauthorized access, acquisition, Use, or Disclosure of Protected Health Information. Notification(s) under this Section, if any, will be delivered to contacts identified by Customer pursuant to Section 3b(ii) (Contact Information for Notices) of this Amendment by any means Microsoft selects, including through e-mail. Microsoft's obligation to report under this Section is not and will not be construed as an acknowledgement by Microsoft of any fault or liability with respect to any Use, Disclosure, Security Incident, or Breach.

As a condition of Microsoft's commitment to provide notification of a Breach no more than five (5) business days after Microsoft determines that a Breach of Customer's Unsecured Protected Health Information has occurred, Customer must provide Microsoft with the following information:

- ***Customer's Microsoft Online Direct Routing Domain (MODRD) (i.e. *.onmicrosoft.com);***
- ***Current contact information, including email and phone number, of the responsible Customer employee(s) that is to be notified in the case of Breach. This must be an individual or individuals and not a title.***

The contact information must be provided to Microsoft directly through Customer's responsible account manager and not within the Contact Information section of the Enrollment itself, and must remain up-to-date for Microsoft to provide notification as detailed in this section. Customer's account manager will provide the updated contact information to the responsible Microsoft business group through Customer's licensing executive.

(iv) **Subcontractors.** In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2) of HIPAA, Microsoft shall require its Subcontractors who create, receive, maintain, or transmit Protected Health Information on behalf of Microsoft to agree in writing to: (1) the same or more stringent restrictions and conditions that apply to Microsoft with respect to such Protected Health Information; (2) appropriately safeguard the Protected Health Information; and (3) comply with the applicable requirements of 45 CFR Part 164 Subpart C of the Security Rule.

(v) **Disclosure to the Secretary.** Microsoft shall make available its internal practices, records, and books relating to the Use and/or Disclosure of Protected Health Information received from Customer to the Secretary of the Department of Health and Human Services for purposes of determining Customer's compliance with HIPAA, subject to attorney-client and other applicable legal privileges.

(vi) **Access.** If Microsoft maintains Protected Health Information in a Designated Record Set for Customer, then Microsoft, at the request of Customer, shall make access to such Protected Health Information available to Customer in accordance with 45 CFR § 164.524 of the Privacy Rule.

(vii) **Amendment.** If Microsoft maintains Protected Health Information in a Designated Record Set for Customer, then Microsoft, at the request of Customer, shall make available such Protected Health Information to Customer for amendment and incorporate any reasonably requested amendment in the Protected Health Information in accordance with 45 CFR § 164.526 of the Privacy Rule.

(viii) **Accounting of Disclosure.** Microsoft, at the request of Customer, shall make available to Customer such information relating to Disclosures made by Microsoft as required for Customer to make any requested accounting of Disclosures in accordance with 45 CFR § 164.528 of the Privacy Rule.

(ix) **Performance of a Covered Entity's Obligations.** To the extent Microsoft is to carry out a Covered Entity obligation under the Privacy Rule, Microsoft shall comply with the requirements of the Privacy Rule that apply to Customer in the performance of such obligation.

b. **Customer Responsibilities.**

(ii) **No Impermissible Requests.** Customer shall not request Microsoft to Use or Disclose Protected Health Information in any manner that would not be permissible under HIPAA if done by a Covered Entity (unless permitted by HIPAA for a Business Associate).

(iii) **Contact Information for Notices.** Customer hereby agrees that any reports, notification, or other notice by Microsoft pursuant to this Amendment may be made electronically. ***In addition to providing contact information for notices to Customer's Account Manager per Section 3(e)(iii) above,*** Customer shall provide ***the same*** contact information ***herein below and shall ensure that Customer's contact information remains up to date during the term of this Amendment by providing updated contract information*** to MSO-HIPAA@microsoft.com or such other location or method of updating contact information as Microsoft may specify from time to time and shall ensure that Customer's contact information remains up to date during the term of this Amendment. Contact information must include ***Customer's Microsoft Online Direct Routing Domain (MODRD)***, name of individual(s) to be contacted, title of individuals(s) to be contacted, e-mail address of individual(s) to be contacted, name of Customer organization, and, if available, either contract number or subscriber identification number.

1) ***Customer's Microsoft Online Direct Routing Domain (MODRD):*** Click here to enter text.

2) ***Name of individual(s) to be contacted:*** Click here to enter text.

3) ***Title of individual(s) to be contacted:*** Click here to enter text.

4) ***E-mail address of individual(s) to be contacted:*** Click here to enter text.

5) ***Name of Customer organization:*** Click here to enter text.

6) ***Contract number:*** Click here to enter text.;
or subscriber identification number: Click here to enter text.

(iii) **Safeguards and Appropriate Use of Protected Health Information.** Customer is responsible for implementing appropriate privacy and security safeguards to protect its Protected Health Information in compliance with HIPAA. Without limitation, it is Customer's obligation to:

1) Not include Protected Health Information in: (1) information Customer submits to technical support personnel or to community support forums; and (2) Customer's address book or directory information. In addition, Microsoft does not act as, or have the obligations of, a Business Associate under HIPAA with respect to Customer Data once it is sent to or from Customer outside Microsoft Online Services over the public Internet.

2) Implement privacy and security safeguards in the systems, applications, and software Customer controls, configures, and uploads into the Microsoft Online Services.

4. *Applicability of Amendment.*

As of the effective date of this Amendment, this Amendment is applicable to Microsoft Online Services. At such time as Microsoft is willing to enter into the terms of this Amendment with respect to other current or future Microsoft online services, Microsoft will notify Customer of the effective date that this Amendment will be applicable to such other Microsoft online services. Subsequent to the effective date identified in Microsoft's notice, and provided Customer has by that date entered into an agreement for such other Microsoft online services, this Amendment will apply to Customer's other Microsoft online services without additional action by Customer. Customer acknowledges that this Amendment is not effective as to an applicable Microsoft online service until Microsoft notifies Customer this Amendment is effective as specified in this Section 4. It is Customer's obligation to not store or process Protected Health Information in a Microsoft online service until on or after the date this Amendment is effective as to the applicable service.

5. Term and Termination.

a. **Term.** This Amendment shall continue in effect until the earlier of (1) termination by a Party for breach as set forth in Section 5b, below, or (2) expiration of Customer's Enrollment

b. **Termination for Breach.** Either Party immediately may terminate the Enrollment if the other Party is in material breach or default of any obligation in this Amendment that is not cured within *sixty (60)* calendar days written notice of such breach or default.

c. **Return, Destruction, or Retention of Protected Health Information Upon Termination.** Upon expiration or termination of this Amendment, Microsoft shall return or destroy all Protected Health Information in its possession, if it is feasible to do so, and as set forth in the applicable termination provisions of the Product Use Rights and/or Enrollment. If Microsoft determines that it is not feasible to return or destroy any portions of the Protected Health Information upon termination of this Amendment, then Microsoft shall extend the protections of this Amendment, without limitation, to such Protected Health Information and limit any further Use or Disclosure of the Protected Health Information to those purposes that make the return or destruction infeasible for the duration of the retention of the Protected Health Information.

6. Miscellaneous.

a. **Interpretation.** The Parties intend that this Amendment be interpreted consistently with their intent to comply with HIPAA and other applicable federal and state law. Except where this Amendment conflicts with the Enrollment, all other terms and conditions of the Enrollment remain unchanged. The Parties agree that, in the event an inconsistency exists between the Enrollment and this Amendment, the provisions of this Amendment will control to the extent of such inconsistency. Any captions or headings in this Amendment are for the convenience of the Parties and shall not affect the interpretation of this Amendment.

b. **Amendments; Waiver.** This Amendment may not be modified or amended except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, as a bar to, or as a waiver of any right or remedy as to subsequent events.

c. **No Third Party Beneficiaries.** Nothing express or implied in this Amendment is intended to confer, nor shall anything in this Amendment confer, upon any person other than the Parties, and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

d. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original.

e. **Severability.** In the event that any provision of this Amendment is found to be invalid or unenforceable, the remainder of this Amendment shall not be affected thereby, but rather the remainder of this Amendment **shall be** enforced to the greatest extent permitted by law.

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

MEMORANDUM

TO: Agencies Utilizing the Microsoft Enterprise Master Agreement

FROM: The Purchasing Division

DATE: June 2, 2017

RE: Ordering Instructions for the Microsoft Enterprise Master Agreement

Instructions for State Agencies Utilizing the Microsoft Enterprise Master Agreement

1. **Agreement Documents:** The State of West Virginia has negotiated a set of master terms and conditions with Microsoft that are identified as the Microsoft Enterprise Agreement. The documents associated with that negotiation are attached to these instructions. An agency desiring to purchase Microsoft products under this agreement will purchase those products from a reseller under the terms of this Agreement.

2. **Enrollment:** The base agreement identified as document number X20-03196 and the amendment to that document identified as 001-kayleed-S-50-a will not be presented to the agency at the time of purchase/enrollment. The reseller will, however, present the agency with the Enrollment Form identified as document number X20-10634. The reseller should also include applicable amendments to the enrollment form, but Agency must determine what amendments are required and ensure that all applicable amendments are signed and received. The amendments that have been agreed upon by the State and Microsoft include the M176 and M183 documents discussed below.

3. **Review of Documents:** All agencies must review the documents provided by the Microsoft reseller to ensure that the documents received match the Microsoft Enterprise Agreement documents attached to these instructions, and to ensure that all applicable documents have been signed and received.

4. **New/Modified Documents:** Agencies are not permitted to sign or agree to utilize documents that are not included in the Microsoft Enterprise Agreement. Agencies are also not permitted to sign or agree to utilize documents that have been modified and do not match the Microsoft Enterprise Agreement.

5. **Notify Purchasing:** Agencies should immediately notify the Purchasing Division if the agency is asked to sign any document that is different from or in addition to the Microsoft Enterprise Agreement. Any new document, or document that has been modified must be reviewed and approved by the Purchasing Division and the Attorney General's office.

6. **Cloud Based Services on Enterprise Agreement Only** – Products like Microsoft 365, cloud based services, or Online Services can only be purchased under the Microsoft Enterprise Agreement. The terms and conditions that govern such products and services have not been incorporated into the Microsoft Select Agreement.

7. **Security Incident Notification Amendment – M183** – Any agency (or government entity) utilizing Microsoft 365, cloud based services, or Online Services must ensure that the M183 form is signed by Microsoft and the agency at the time of agency's enrollment in Microsoft 365, cloud based services, or Online Services. The agency must also ensure that the M183 form provided by Microsoft or the license reseller matches the form included below.

8. **BAA - Form M176 – Appendix A to Enterprise Agreement Amendment** – Any agency (or government entity) subject to the requirements of the Health Insurance Portability and Accountability Act ("HIPAA") utilizing Microsoft 365, other cloud based services, or Online Services must ensure that the Business Associate Enterprise Enrollment Amendment ("BAA Form") contained in Appendix A to the Enterprise Agreement Amendment is signed by Microsoft and the agency at the time of agency's enrollment in Microsoft 365, cloud based services, or Online Services. The agency must also ensure that the BAA Form provided by Microsoft or the license reseller matches the form attached as Appendix A.

Microsoft Enterprise Agreement Signature Page

This document is intended to serve as confirmation that the attached terms and conditions associated with the Microsoft Enterprise Agreement have been negotiated, reviewed, and approved by the West Virginia Office of Technology, the West Virginia Purchasing Division, and the West Virginia Attorney General's office. The Enterprise Agreement does not represent a binding contractual relationship against which money will be paid. This Agreement is a terms agreement establishing the terms and conditions under which Microsoft products will be sold by various independent resellers. Microsoft's approval of these terms and conditions is contained in the document identified as the Program Signature Form and the attached email.

Approved by

The West Virginia Office of Technology

By: _____

Printed Name: Justin T. McAllister

It's: Chief Financial Officer

Date: 6/8/2017

The West Virginia Purchasing Division

By: _____

Printed Name: Mr. Michael Sheets

It's: Acting Director

Date: 06/08/17

Approved as to Form by:

The West Virginia Attorney General

By: _____

Printed Name: Brooks H. Crislip

It's: Dep AG

Date: 6/8/17

JIM JUSTICE
GOVERNOR

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STREET, EAST
CHARLESTON, WEST VIRGINIA 25305-0130

JOHN A. MYERS
CABINET SECRETARY

W. MICHAEL SHEETS
ACTING DIRECTOR

June 7, 2017

Microsoft Corporation
Legal and Corporate Affairs
Volume Licensing Group
One Microsoft Way
Redmond, WA 98052
Via Facsimile: (425) 936-7329

Re: Opt-Out of Standard Contractual Clauses

Dear Sir or Madam,

The State of West Virginia and all its Affiliates hereby opt out of the Standard Contractual Clauses included in the Data Processing Terms of the Online Services Terms. West Virginia's election to opt out of the Standard Contractual Clauses applies to Enterprise Agreement number 01E73657 and any Enrollments signed under the Agreement.

Sincerely,

James Meadows

James Meadows, General Counsel
West Virginia Purchasing Division

TX Result Report

P 1
06/07/2017 16:10
Serial No. A9HH011001763
TC: 1935

Addressee	Start Time	Time	Prints	Result	Note
94259367329	06-07 16:10	00:00:33	001/001	OK	

Note TMR:Timer TX, POL:Polling, ORS:Original Size Setting, FME:Frame Erase TX, DPS:Page Separation TX, MIX:Mixed Original TX, CALL:Manual TX, CSRC:CSRC, FWD:Forward, PC:PC-FAX, BND:Double-Sided Binding Direction, SP:Special Original, ECODE:E-Code, RTX:Re-TX, RLY:Relay, MBX:Confidential, BUL:Bulletin, SIP:SIP Fax, IPADR:IP Address Fax, I-FAX:Internet Fax

Result OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF, TEL: RX from TEL, NG: Other Error, Cont: Continue, No Ans: No Answer, Refuse: Receipt Refused, Busy: Busy, M-Full:Memory Full, LOVR:Receiving length Over, POVR:Receiving page Over, FIL:File Error, DC:Decode Error, MDN:MDN Response Error, DSN:DSN Response Error, PRINT:Compulsory Memory Document Print, DEL:Compulsory Memory Document Delete, SEND:Compulsory Memory Document Send.

JIM JUSTICE
GOVERNOR

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STREET, EAST
CHARLESTON, WEST VIRGINIA 25305-0130

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June 7, 2017

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Sincerely,

James Meadows

James Meadows, General Counsel
West Virginia Purchasing Division

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	01E73657

001-kayleed-S-60-a

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
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment	CTM (01E73657)
Document Description	Document Number or Code
Document Description	Document Number or Code
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	
Name of Entity (must be legal entity name)*	State of West Virginia
Signature*	L. Mitchel Sheets
Printed First and Last Name*	L. Mitchel Sheets
Printed Title	Acting Director
Signature Date*	06/19/17
Tax ID	

** indicates required field*

Microsoft Affiliate	
Microsoft Corporation	
Signature	
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	

Microsoft Corporation
MAY 16 2017
Shirley Snyder
Duly Authorized on behalf of
Microsoft Corporation

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

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

Microsoft Volume Licensing

Enterprise Agreement State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

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This Microsoft Enterprise Agreement is entered into between the entities identified on the program signature form.

Effective date. The effective date of this agreement is the effective date of the first Enrollment or the date Microsoft accepts this agreement, whichever is earlier. Any reference in this agreement or an Enrollment to "day" will be a calendar day.

This agreement consists of (1) these agreement terms and conditions and the signature form and all attachments identified therein, (2) the Product List, (3) the Product Use Rights applicable to Products licensed under this agreement, (4) any Affiliate Enrollment entered into under this agreement, and (5) any order submitted under this agreement.

Please note: Several documents referenced in this agreement but not attached to the signature form may be found at: http://www.microsoft.com/licensing/contracts and are incorporated by reference, including the Product List and Product Use Rights. These documents may contain additional terms and conditions for Products licensed under this agreement and may be changed from time to time. Customer and/or its Affiliates should review such documents carefully, both at the time of signing and periodically, to ensure a full understanding of all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

a. with regard to Customer,

(i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

(ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of

Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft;

"available" means Microsoft has made Licenses for that Product available on the Product List for ordering under a particular licensing program;

"Customer" means the entity that has entered into this agreement and its Affiliates;

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

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates, that has entered into an Enrollment under this agreement;

"Enrollment" means the document that an Enrolled Affiliate submits under this agreement to place its initial order;

"Enterprise" means the Enrolled Affiliate and the Affiliates it chooses on its Enrollment to include in its enterprise;

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as service packs).

"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;

"L&SA" means a License and Software Assurance for any Product ordered;

"Microsoft" means the Microsoft Affiliate that has entered into this agreement or an Enrollment and its Affiliates, as appropriate;

"Online Service" 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.

"Product List" means the statement published by Microsoft from time to time on the World Wide Web at http://www.microsoft.com/licensing/contracts or at a successor site that Microsoft identifies, which identifies the Products that are or may be made available under a program (which availability may vary by region) and any Product-specific conditions or limitations on the acquisition of licenses for, or use of, those Products.

"Product Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at http://www.microsoft.com/licensing/contracts or at a successor site.

"Reseller" means a large account Reseller authorized by Microsoft to resell Licenses under this program;

"Service Level Agreement" means the document specifying the standards Microsoft agrees to adhere to and by which it measures the level of service for an Online Service.

"Software Assurance" means an offering that provides new version rights and other benefits for Products as further described in the Product List.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy;

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

2. How the Enterprise and Enterprise Subscription program works.

The Enterprise and Enterprise Subscription Program. The Enterprise and Enterprise Subscription programs establish a Customer's overall licensing framework and the applicable terms and conditions. Under the Enterprise program, Customer may license Products by entering into Enrollments.The Enterprise Subscription program offers Customer the same options as the Enterprise Program, but on a subscription basis, with an optional buy-out to obtain perpetual Licenses.

a. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments.

b. **Licenses.** The types of Licenses available are L&SA, Licenses obtained under Software Assurance and Subscription Licenses. These License types as well as additional License Types are defined in the Product List.

c. **How Enrolled Affiliates acquire Licenses.** An Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders will be made out to and submitted to the Enrolled Affiliate's Reseller. Microsoft will invoice that Reseller according to the terms in the applicable Enrollment.

d. **Choosing and maintaining a Reseller.** Each Enrolled Affiliate must choose and maintain a Reseller authorized in the Enrolled Affiliate's location.

e. **Pricing.**

(i) **Establishing Price Levels.** Each Product generally is assigned to a Product pool (e.g., applications, systems, or servers). Each Product pool will be assigned one of four price levels (A, B, C, and D). Enrolled Affiliate's Price Level will be Level D for all Enterprise Products, Enterprise Online Services, Online Services and Additional Products ordered under any Enrollment.

(ii) **Placing Orders through Reseller.** Orders under an Enrollment will be made to the Reseller. Microsoft will invoice the Reseller according to the terms in the applicable Enrollment. Throughout this agreement the term "price" refers to reference price. The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.

f. **Order Requirements.** Order Requirements are outlined in each Enrollment.

g. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at https://www.microsoft.com/licensing/servicecenter. Upon the effective date of this agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.

3. Licenses for Products.

a. **General.** Enrolled Affiliate will have the number of Licenses ordered for the latest version of a Product, and may use prior versions as permitted in the Product Use Rights, so long as Microsoft receives timely orders from Reseller for all required Licenses for such Products and complies with applicable license terms. The Licenses obtained under an Enrollment are not related to any order or fulfillment of software media. The ability to use a Product ordered may be affected by minimum hardware or software requirements.

b. **Use by Affiliates.** The Enrolled Affiliate may sublicense the right to use the Products to any Affiliates covered under its Enrollment, but Affiliate recipient of these Licenses may not sublicense these rights and their use must be consistent with the License terms contained in this agreement.

c. **When Licenses become perpetual.** The right to run any Product licensed under an Enrollment is temporary unless and until it becomes perpetual as follows:

(i) A License is temporary until Enrolled Affiliate's Reseller has paid for a License in full and the applicable initial Enrollment or renewal term during which the License was ordered must have expired or been terminated as permitted in this agreement.

(ii) Subscription Licenses are never perpetual. If a buy-out option is available, Enrolled Affiliate may obtain a perpetual License by exercising the buy-out option and paying for the License in full.

(iii) Enrolled Affiliate will have perpetual Licenses to use the Products ordered in the latest version available (or any prior version) as of the date of expiration, termination, or renewal.

(iv) All perpetual Licenses acquired under this agreement remain subject to the terms of this agreement and such terms survive expiration or termination of this agreement or an Enrollment.

d. **Perpetual Licenses through Software Assurance.** Perpetual Licenses received through Software Assurance supersede and replace the underlying perpetual Licenses for which Software Assurance coverage was ordered. In the case of Early Termination, the terms in Section 7 titled "Term and Termination will apply."

e. **License confirmation.** This agreement, the applicable Enrollment, the Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of Licenses, together with proof of payment, will be the Enrolled Affiliate's evidence of all Licenses obtained under its Enrollment.

f. **Reorganizations, consolidations, and privatizations.** If the number of Qualified Devices or Qualified Users covered by an Enrollment changes by more than ten percent as a result of a reorganization, consolidation, or privatization of an Enrolled Affiliate, Microsoft will work with the Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this agreement. If an Enrolled Affiliate consolidates with a third party with an existing agreement or enrollment, Microsoft will work with the Enrolled Affiliate in good faith to accommodate its changed circumstances in the context of this agreement.

4. *How to know what Product Use Rights apply.*

a. **Product Use Rights.** The Product Use Rights in effect on the effective date of an Enrollment will apply to Enrolled Affiliate's use of then-current versions of each Product (excluding Online Services). For future versions, the Product Use Rights in effect when those future versions are first released will apply. In both cases, subsequent changes made by Microsoft to the Product Use Rights for a particular version will not apply to Enrolled Affiliate's use of that version, unless Enrolled Affiliate chooses to have such changes apply. The use rights for Online Services and the process for updating them as the Online Services evolve are detailed in the Product Use Rights.

b. **Product Use Rights for earlier versions (downgrade).** If Enrolled Affiliate runs an earlier version of a Product than the version that was current on the Enrollment effective date, the Product Use Rights for the version licensed, not the version being run, will apply. However, if the earlier version includes components that are not part of the licensed version, any Product Use Rights specific to those components will apply to Enrolled Affiliate's use of those components.

c. **Reservation of rights.** All rights not expressly granted are reserved.

5. *Making copies of Products and re-imaging rights.*

a. **General.** Enrolled Affiliate may make as many copies of Products, if applicable, as it needs to distribute them within its organization. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to use reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this agreement.

b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Products in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60 day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Product Use Rights.

c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

(i) Separate Licenses must be owned from the source for each Product that is re-imaged.

(ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

(iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., upgrade or full License) must be identical to the Product type from the separate source.

(iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product List.

(v) Re-images made under this subsection remain subject to the terms and use rights provided with the License from the separate source.

(vi) This subsection does not create or extend any warranty or support obligation.

6. *Transferring and reassigning Licenses.*

a. **License transfers.** You may transfer fully-paid perpetual Licenses:

(i) if you are an agency of the U.S. Government, to another agency of the U.S. Government or to an unaffiliated third party in connection with (i) a privatization of the government agency or of an operating division of an Enrolled Affiliate or one of its government agency affiliates, (ii) a reorganization, or (iii) a consolidation; or

(ii) if you are an agency of a state or local government to: (a) any other government agency, department, instrumentality, division, unit or other office of your state or local government that is supervised by or is part of you, or which supervises you or of which you are a part, or which is under common supervision with you; (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of your state and located within your state's jurisdiction and geographic boundaries; and (iii) any other entity expressly authorized by the laws of your state to purchase under state contracts, or (b) an unaffiliated

third party in connection with a privatization of an affiliate of agency as set forth in (a) above or of an operating division of the Enrolled Affiliate or one if its affiliates as set forth in (a) above, a reorganization, or a consolidation.

b. Customer must notify Microsoft of a transfer of license by completing a transfer notice form, which can be obtained from http://www.microsoft.com/licensing/contracts and send the completed form to Microsoft before the license transfer. No License transfer will be valid unless Customer provides to the transferee, and the transferee accepts in writing, the applicable Product Use Rights, use restrictions, limitations of liability (including exclusions and warranty provisions), and the transfer restrictions described in this section. Any license transfer not made in compliance with this section will be void.

c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses may be reassigned within the Enterprise as described in the Product Use Rights.

7. *Term and termination.*

a. **Term.** The term of this agreement will be 36 months from the Effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

b. **Termination without cause.** Either party may terminate this agreement, without cause, upon 60 days written notice. Such termination will merely terminate either party's and its Affiliates' ability to enter into new Enrollments under this agreement. Such termination will not affect any Enrollment or order not otherwise terminated, and any terms of this agreement applicable to any Enrollment or order not otherwise terminated will continue in effect with respect to that Enrollment or order. An Enrolled Affiliate may terminate an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Enrollment are not appropriated or allocated for such purpose.

c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. **Termination for cause.** Either party to an Enrollment may terminate it if the other party materially breaches its obligations under this agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice and opportunity to cure.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft will give Customer a copy of that notice as well and Customer agrees to assist in attempting to resolve the breach. If the breach also affects other Enrollments and cannot be resolved between Microsoft and Customer within a reasonable period of time, Microsoft may also terminate this agreement and all other Enrollments under it, unless the basis for termination of the Enrollment is non-appropriation of funds to the Enrolled Affiliate, in which event Microsoft may only terminate the affected Enrollment(s). If an Enrolled Affiliate ceases to be Customer's Affiliate, Customer must promptly notify Microsoft, and Microsoft may terminate its Enrollment.

e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminate an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

(i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and

2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(iii) In the case of Early Termination under Subscription Enrollments, Enrolled Affiliate will have the following options:

1) For eligible products Enrolled Affiliate may obtain perpetual Licenses as described in the section titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.

2) Where not exercising buy-out option, in the event of breach by Microsoft, Microsoft will issue Reseller a credit for any amount paid in advance that would apply after the date of termination.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. **Effect of termination or expiration.** When an Enrollment expires or is terminated,

(i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments or any order of any kind, including subscription services, remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.

(ii) Enrolled Affiliate's right to Software Assurance benefits under this agreement ends if it does not renew Software Assurance.

g. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may be in conflict with any such requirement or obligation. For example, Microsoft may modify or terminate an Online Service in connection with a government requirement that would cause Microsoft to be regulated as a telecommunications provider.

h. **Program updates.** Microsoft may make a change to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments.

8. *Restrictions on use.*

Enrolled Affiliate must not:

a. separate and use the components of a Product on two or more computers, upgrade or downgrade components at different times, or transfer components separately, except as provided in the Product Use Rights;

b. reverse engineer, decompile or disassemble any Product or Fix, except where applicable law permits it despite this limitation; or

c. distribute, sublicense, rent, lease, lend, or host any Product or Fix except as permitted in the Product Use Rights or in a separate written agreement.

9. Non-Microsoft software or technology.

a. Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes. Microsoft is not a party to and is not bound by any terms governing Enrolled Affiliate's use of non-Microsoft software or technology. Without limiting the foregoing, non-Microsoft software or scripts linked to or referenced from any Product website, are licensed to Enrolled Affiliate under the open source licenses used by the third parties that own such code, not by Microsoft.

b. If Enrolled Affiliate installs or uses any non-Microsoft software or technology with the Products or Fixes, it directs and controls the installation in and use of such software or technology in the Products or Fixes, through its actions (e.g., through Enrolled Affiliate's use of application programming interfaces and other technical means that are part of the Online Services). Microsoft will not run or make any copies of such non-Microsoft software or technology outside of its relationship with Enrolled Affiliate.

c. If Enrolled Affiliate installs or uses any non-Microsoft software or technology with the Products or Fix, it may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in the agreement.

10. Confidentiality.

To the extent permitted by applicable law, the terms and conditions of this agreement are confidential.Neither party will disclose such terms and conditions, or the substance of any discussions that led to them, to any third party other than Affiliates or agents, or to designated or prospective resellers who: (1) have a need to know such information in order to assist in carrying out this agreement; and (2) have been instructed that all such information is to be handled in strict confidence.

For the avoidance doubt, the parties acknowledge that this Confidentiality provision recognizes that when there is a business need to do so, Microsoft and Customer may need to share/exchange their respective Confidential Information with each other to develop a more meaningful business relationship. This section provides Microsoft and Customer with a well-balanced, commercially reasonable and comprehensive set of confidentiality terms that enable both parties to share/exchange a wide range of Confidential Information with each other knowing with confidence that significant confidentiality protections are in place. The confidentiality terms denoted below do not govern Microsoft's handling of Customer Data. In all instances under this Agreement, Microsoft's handling of Customer Data shall be governed as described under various other provisions of this Agreement and by Microsoft's data security policy.

a. **What is included.** "Confidential Information" is non-public information, know-how and Trade Secrets in any form that are designated as "confidential" or a reasonable person knows or reasonably should understand to be confidential. It includes non-public information regarding either party's products or customers, marketing and promotions, or the negotiated terms of Microsoft agreements.

b. **What is not included.** The following types of information, however marked, are not Confidential Information. Information that:

(i) is, or becomes, publicly available without a breach of this agreement;

(ii) was lawfully known to the receiver of the information without an obligation to keep it confidential;

(iii) is received from another source who can disclose it lawfully and without an obligation to keep it confidential;

(iv) is independently developed; or

(v) is a comment or suggestion one party volunteers about the other's business, products or services.

c. **Treatment of Confidential Information.**

(i) **In general.** Subject to the other terms of this agreement, each party agrees:

1) it will not disclose the other's Confidential Information to third parties; and

2) it will use and disclose the other's Confidential Information only for purposes of the parties' business relationship with each other.

(ii) **Security precautions.** Subject to the other terms of this agreement, each party agrees:

1) to take reasonable steps to protect the other's Confidential Information – these steps must be at least as protective as those the party takes to protect its own Confidential Information;

2) to notify the other promptly upon discovery of any unauthorized use or disclosure of Confidential Information; and

3) to cooperate with the other to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it.

(iii) **Sharing Confidential Information with Affiliates and representatives.**

1) A "Representative" is an employee, contractor, advisor, or consultant of one of the parties or of one of the parties' Affiliates.

2) Each party may disclose the other's confidential information to its Representatives (who may then disclose that Confidential Information to other of that party's Representatives) only if those Representatives have a need to know about it for purposes of the parties' business relationship with each other. Before doing so, each party must:

A. ensure that Affiliates and Representatives are required to protect the Confidential Information on terms consistent with this agreement; and

B. accept responsibility for each Representative's use of Confidential Information.

3) Neither party is required to restrict work assignments of Representatives who have had access to Confidential Information. Neither party can control the incoming information the other will disclose to it in the course of working together, or what that party's Representatives will remember, even without notes or other aids. Each party agrees that use of information in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

(iv) **Disclosing Confidential Information if required to by law.** Each party may disclose the other's Confidential Information if required to comply with a court order or other government demand that has the force of law. Before doing so, each party must seek the highest level of protection available and, when possible, give the other enough prior notice to provide a reasonable chance to seek a protective order.

d. **Length of Confidential Information obligations.** Except as permitted above, neither party will use or disclose the other's Confidential Information for five years after it is received. The five-year time period does not apply if applicable law requires a longer period or the Product Use Rights provide a more specific requirement.

11. Warranties.

a. **Limited warranty.** Microsoft warrants that:

(i) Online Services will perform in accordance with the applicable Service Level Agreement;

(ii) Products other than Online Services will perform substantially as described in the applicable Microsoft user documentation; and

b. **Limited warranty term.** The limited warranty for:

(i) Online Services is for the duration of Enrolled Affiliate's use of the Online Service, subject to the notice requirements in the applicable Service Level Agreement;

(ii) Products other than Online Services is one year from the date Enrolled Affiliate first uses the Product; and

c. **Limited warranty exclusions.** 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.

d. **Remedies for breach of limited warranty.** If Microsoft fails to meet any of the above limited warranties and Enrolled Affiliate notifies Microsoft within the warranty term, then Microsoft will:

(i) for Online Services, provide the remedies identified in the Service Level Agreement for the affected Online Service;

(ii) for Products other than Online Services, at its option either (1) return the price paid or (2) repair or replace the Product; and

These are Enrolled Affiliate's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.

e. **DISCLAIMER OF OTHER WARRANTIES. 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.**

12. *Defense of infringement, misappropriation, and third party claims.*

a. **Microsoft's agreement to protect.** Microsoft will defend Enrolled Affiliate against any claims made by an unaffiliated third party that any Product or Fix that is made available by Microsoft for a fee infringes that party's patent, copyright, or trademark or makes unlawful use of its Trade Secret. Microsoft will also pay the amount of any resulting adverse final judgment (or settlement to which Microsoft consents). This section provides Enrolled Affiliate's exclusive remedy for these claims.

b. **Limitations on defense obligation.** Microsoft's obligations will not apply to the extent that the claim or award is based on:

(i) Customer Data, non-Microsoft software, modifications Enrolled Affiliate makes to, or any specifications or materials Enrolled Affiliate provides or makes available for, a Product or Fix;

(ii) Enrolled Affiliate's combination of the Product or Fix with a non-Microsoft product, data or business process; or damages based on the use of a non-Microsoft product, data or business process;

(iii) Enrolled Affiliate's use of either Microsoft Trademarks or the use or redistribution of a Product or Fix in violation of this agreement or any agreement incorporating its terms or;

(iv) Enrolled Affiliate's use of a Product or Fix after Microsoft identifies Enrolled Affiliate to discontinue that use due to a third party claim.

To the extent permitted by applicable law, Enrolled Affiliate will be responsible Microsoft for any costs or damages that result from any of the above actions.

c. **Enrolled Affiliate's agreement to protect.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft and its Affiliates against any claims made by an unaffiliated third party that:

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

(ii) Arises from violation of the Acceptable use Policy, which is described in the Product Use Rights.

Customer will be responsible for the amount of any resulting adverse final judgment (or settlement to which it consents). This Section provides Microsoft's exclusive remedy for these claims.

d. **Rights and remedies in case of possible infringement or misappropriation.**

(i) **Microsoft's offerings.** If Microsoft reasonably believes that a Product or Fix may infringe or misappropriate a third-party's intellectual property rights, Microsoft will seek to: (1) procure for Enrolled Affiliate the right to continue to use the Product or Fix; or (2) modify or replace it with a functional equivalent to make it non-infringing and notify Enrolled Affiliate to discontinue use of the prior version, which Enrolled Affiliate must do immediately. If the foregoing options are not commercially reasonable for Microsoft, or if required by a valid judicial or government order, Microsoft may terminate Enrolled Affiliate's license or access rights in the Product or Fix. In such a case, Microsoft will provide Enrolled Affiliate with notice and refund any amounts Enrolled Affiliate has paid for those rights to the Product or Fix (or for Online Services, any amount Enrolled Affiliate has paid in advance for unused Online Services).

(ii) **Customer Data or use of non-Microsoft software with Online Services.** If an unaffiliated third party asserts that Customer Data or non-Microsoft software or technology used by Enrolled Affiliate the Online Services violates their intellectual property rights, Microsoft may ask Customer to remove the allegedly infringing item. If Enrolled Affiliate fails to do so within a reasonable period of time, Microsoft may suspend or terminate the Online Service to which the Customer Data or non-Microsoft software relates.

e. **Obligations of protected party.** Enrolled Affiliate must notify Microsoft promptly in writing of a claim subject to the Subsection titled "Microsoft's agreement to protect" and Microsoft must notify Enrolled Affiliate promptly in writing of a claim subject to the Subsection titled "Customer's agreement to protect." The party invoking its right to protection must (1) give the other party sole control over the defense or settlement; and (2) provide reasonable assistance in defending the claim. The party providing the protection will reimburse the other party for reasonable out of pocket expenses that it incurs in providing assistance.

13. Limitation of liability.

a. **Limitation on liability.** To the extent permitted by applicable law, the liability of Microsoft and Enrolled Affiliate, their respective Affiliates and contractors arising under this agreement is limited to direct damages up to (1) for Products other than Online Services, the amount Enrolled Affiliate was required to pay for the Product giving rise to that liability and (2) for Online Services, the amount Enrolled Affiliate paid for the Online Service giving rise to that liability

during the prior 12 months. In the case of Products 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 and Enrolled Affiliate's obligations under the section titled "Defense of infringement, misappropriation, and third party claims";

(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 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 for fraudulent misrepresentation; and

(v) violation by either party of the other party's intellectual property rights.

b. **EXCLUSION OF CERTAIN DAMAGES. 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 THE PARTIES' RESPECTIVE OBLIGATIONS IN THE SECTION TITLED "DEFENSE OF INFRINGEMENT, MISAPPROPRIATION, AND THIRD PARTY CLAIMS."**

c. **Affiliates and Contractors.** Neither Microsoft nor Enrolled Affiliate shall bring any action against the other's Affiliates or contractors in respect of any matter disclaimed on their behalf in this agreement.

14. Verifying compliance.

a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to the Products it and its Affiliates use or distribute. Microsoft has the right, to the extent permitted by applicable law, to verify compliance with the license terms for Products, at Microsoft's expense.

b. **Verification process and limitations.** Microsoft will provide customer at least 30 days' notice of its intent to verify compliance. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Customer's operations. Customer must promptly provide the independent auditor with any information it reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products Customer hosts, sublicenses, or distributes to third parties. As an alternative, Microsoft may require Customer to complete Microsoft's self-audit process relating to the Products Customer and any of its Affiliates use or distribute. Such information will be used solely for purposes of determining compliance.

c. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use, Customer must within 30 days order sufficient licenses to cover its use. If there is no unlicensed use, Microsoft will not undertake another verification of the same Customer for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other means permitted by law.

15. *Miscellaneous.*

a. **Notices to Microsoft.** Notices, authorizations, and requests in connection with this agreement must be sent by regular or overnight mail, express courier, or fax to the addresses and numbers listed on the signature form and in this agreement. Notices will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery.

Copies should be sent to:
Microsoft Corporation Legal and Corporate Affairs Volume Licensing Group One Microsoft Way Redmond, WA 98052 USA Via Facsimile: (425) 936-7329

Microsoft may provide information about upcoming Enrollment deadlines and Online Services in electronic form. Such information may be provided by email to contacts provided by Enrolled Affiliate under an Enrollment, or through a web site Microsoft identifies. Notice by email is given as of the transmission date.

b. **Assignment.** Either party may assign this agreement to an Affiliate only. Assignment will not relieve the assigning party of its obligations under the assigned agreement. If either party assigns this agreement, it must notify the other party of the assignment in writing.

c. **Severability.** If a court holds any provision of this agreement to be illegal, invalid or unenforceable, the rest of the document will remain in effect and this agreement will be amended to give effect to the eliminated provision to the maximum extent possible. Subcontractors. Microsoft may use contractors to perform Services and support Online Services. Microsoft will be responsible for their performance subject to the terms of this agreement.

d. **Waiver.** A waiver of any breach of this agreement is not a waiver of any other breach. Any waiver must be in writing and signed by an authorized representative of the waiving party.

e. **Applicable law; Dispute resolution.** The terms of this agreement will be governed by the laws of Enrolled Affiliate's state, without giving effect to its conflict of laws. Disputes relating to this agreement will be subject to applicable dispute resolution laws of Enrolled Affiliate's state.

f. **This agreement is not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft software.

g. **Entire agreement.** This agreement, the Product List, all Enrollments under this agreement, and the Product Use Rights constitute the entire agreement concerning the subject matter and supersede any prior or contemporaneous communications. In the case of a conflict between any documents referenced in this agreement that is not expressly resolved in the documents, their terms will control in the following order: (1) these terms and conditions and the accompanying signature form; (2) an Enrollment; (3) the Product List; (4) the Product Use Rights; (5) any other documents; and (6) all orders submitted under this agreement.

h. **Survival.** Provisions regarding ownership and license rights, fees, Product Use Rights, restrictions on use, evidence of perpetual licenses, transfer of licenses, warranties, defense of infringement and misappropriation claims, Microsoft's and Customer's obligations to protect each other, limitations of liability, confidentiality, compliance verification, obligations on termination or expiration and the other provisions in this section entitled "Miscellaneous" will survive termination or expiration of this agreement and of any agreement in which they are incorporated.

i. **No transfer of ownership.** Microsoft does not transfer any ownership rights in any licensed Product.

j. **Free Products.** It is Microsoft's intent that the terms of this agreement and the Product Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.

k. **Amending the agreement.** This agreement (except the Product List and the Product Use Rights) can be changed only by an amendment signed by both parties.

l. **Resellers and other third parties cannot bind Microsoft.** Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

m. **Privacy and security.** Microsoft and Enrolled Affiliate will each comply with all applicable privacy and data protection laws and regulations (including applicable security breach notification law). However, Microsoft is not responsible for compliance with any laws applicable to Enrolled Affiliate or Enrolled Affiliate's industry that are not also generally applicable to information technology services providers. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Enrolled Affiliate may choose to provide personal information to Microsoft on behalf of third parties (including Enrolled Affiliate's contacts, resellers, distributors, administrators, and employees) as part of this agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft. The personal information Enrolled Affiliate provides in connection with this agreement will be processed according to the privacy statement available at https://www.microsoft.com/licensing/servicecenter (see footer), except that Product-specific privacy statements are in the Product use rights. Personal data collected through Products or Services may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities. By using the Products or Services, Customer consents to the foregoing. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland. For Online Services, additional privacy and security details are in the Product use rights.

n. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the online services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at http://www.microsoft.com/enable.

o. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on http://www.microsoft.com at such time.

p. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this agreement and the Product Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this agreement for unlicensed use.

q. **U.S. export jurisdiction.** Products and Fixes are subject to U.S. export jurisdiction. Customer will comply with all U.S. Export Administration Regulations and International Traffic in Arms Regulation requirements as well as all end-user, end-use, and destination restrictions issued by the U.S. and other governments applicable to this agreement. For additional information, see http://www.microsoft.com/exporting.

Microsoft Volume Licensing

Enterprise Agreement Amendment ID CTM

State and Local

001-kayleed-S-50-a

This Amendment ("Amendment") is entered into between the parties identified on the attached program signature form. *It amends the agreement identified above ("Agreement") and replaces the former amendment with Proposal ID 000-rudyg-S-036-e in its entirety.* All terms used but not defined in this Amendment will have the same meanings provided in the Agreement.

1. Section 4 titled **"How to know what Product Use Rights apply"** is amended by the addition of the following subsection:

   d. In lieu of your obligation to indemnify us under various provisions of the product use rights, you will be responsible for any cost or damages *assessed by a court of competent jurisdiction* arising from any claim to which your indemnity obligation would otherwise apply.

2. Section 7 titled **"Term and termination"**, subsections *a* and *b*, are hereby deleted in their entirety and replaced with the following:

   a. **Term.** The term of this agreement will be extended to *72 months* from the Effective date and will expire on *March 31, 2020* unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

   b. **Termination without cause.** Either party may terminate this agreement, without cause, *upon 30 days written notice*. Such termination will merely terminate either party's and its Affiliates' ability to enter into new Enrollments under this agreement. Such termination will not affect any Enrollment or order not otherwise terminated, and any terms of this agreement applicable to any Enrollment or order not otherwise terminated will continue in effect with respect to that Enrollment or order. An Enrolled Affiliate may terminate an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Enrollment are not appropriated or allocated for such purpose.

3. The first paragraph of Section 10 titled **"Confidentiality"**, is hereby deleted in its entirety and replaced with the following:

   This agreement and all associated documents, that are not otherwise exempt under law, are considered public records and will be disclosed to the public in accordance with applicable laws, rules, and policies governing the West Virginia Purchasing Division. Disclosure includes, but is not limited to, publication of this agreement on the Purchasing Division's website immediately upon its execution. Applicable laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code section 29B 1 1 et.seq. Notwithstanding the foregoing, neither party will disclose the substance of any discussions that led to the terms of this Agreement, to any third party other than Affiliates or agents, or to designated or prospective resellers who: (1) have a need to know such information in order to assist in carrying out this Agreement; and (2) have been instructed that all such information is to be handled in strict confidence.

4. Section 12 titled **"Defense of infringement, misappropriation, and third party claims"**, *subsection* c., is hereby deleted in its entirety and replaced with the following:

   c. **Enrolled Affiliate's agreement to protect.** *To the extent permitted by West Virginia law,* Enrolled Affiliate will defend Microsoft and its Affiliates against any claims made by an unaffiliated third party that:

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

(ii) Arises from violation of just the Acceptable use Policy, which is described in the Product Use Rights.

Customer will be responsible for the amount of any resulting adverse final judgment (or settlement to which it consents). This Section provides Microsoft's exclusive remedy for these claims *assessed by a court of competent jurisdiction.*

5. Section 13 titled **"Limitation on liability"** is hereby deleted in its entirety and replaced with the following.

Limitation of liability.

a. The following additional definitions shall apply to this section 13:

"Covered *Disclosure" means any Breach of Customer's Unsecured Protected Health Information, as defined in the Business Associate Enterprise Enrollment Amendment, M176, that Microsoft may discover and any disclosure of Customer Data as a result of a Security Incident that arises, in whole or in part, out of Microsoft's breach of its obligations under the Agreement related to Customer Data; and*

"Security *Incident" means any unlawful access to any Customer Data stored or transmitted on Microsoft's equipment or in Microsoft's facilities or unauthorized access to such equipment or facilities or transmissions resulting in loss, disclosure, or alteration of Customer Data; and*

"PII" means information or data, alone or in combination, that (a) identifies or authenticates a particular individual. PII may include, without limitation, name, date of birth, full address (e.g. house number, city, state, and/or zip code), passwords, PINs, biometric data, unique identification numbers (e.g., social security numbers, driver license numbers, credit or debit account numbers, medical record numbers), federal or state tax information, answers to security questions or other personal identifiers or (b) meets the definition ascribed to the term "Personal Information" under §6809(4) of the Gramm-Leach-Bliley Act.

b. **Limitation on liability.** To the extent permitted by applicable law, the liability of Microsoft and Enrolled Customer, their respective Affiliates and contractors arising under this agreement is limited to direct damages up to the following:

(i) *for Products other than Online Services, two times (2x) the amount Enrolled Customer was required to pay for the Product giving rise to that liability and*

(ii) *for Online Services for entities other than Qualifying Agencies who are otherwise subject to subsection e below, the amount Enrolled Affiliate paid for the Online Service giving rise to that liability during the prior 12 months.*

(iii) *For purposes of clarity, notwithstanding the extent to which any component of an Online Service (e.g. Exchange Online within Office 365 Services) gives rise to liability, Microsoft's limitation of liability will be calculated using the whole monthly prices of each Online Services SKU (including the monthly prices of Suites, rather than the components of such Suites) on the impacted Enrollment for which the Enrolled Affiliate has placed subscription orders.*

(iv) *This monetary limitation of liability for Online Services will also apply to Microsoft's liability arising out of or in relation to Customer Data.*

(v) *The following costs related to a Covered Disclosure shall be deemed to be "direct damages" not subject to the exclusion of indirect or consequential damages set forth herein:*

1. *An Enrolled Affiliate's reasonable costs in notifying affected individuals of Covered Disclosure in which the data subjects' PII has been disclosed;*

2. *Credit monitoring for up to twelve (12) months for affected individuals;*
3. *Damages and fines assessed against Enrolled Affiliates by a court of competent jurisdiction and awarded to individuals whose PII is subject to a Covered Disclosure, and*
4. *Any additional reasonable and documented costs of any mitigation, remedies or plans to the extent that such mitigation, remedies or plans are customary, reasonable, and expected to be paid by government entities, given the nature and scope of the Security Incident involving a Customer Data breach of PII, as validated by an independent internationally recognized third party industry expert chosen by both parties.*

In the case of Products provided free of charge, or code that Enrolled Customer 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 and Enrolled Affiliate's obligations under the section titled "Defense of Infringement, Misappropriation, and Third Party Claims";

(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 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 for fraudulent misrepresentation; and

(v) violation by either party of the other party's intellectual property rights.

c. **EXCLUSION OF CERTAIN DAMAGES. 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 THE PARTIES' RESPECTIVE OBLIGATIONS IN THE SECTION TITLED "DEFENSE OF INFRINGEMENT, MISAPPROPRIATION, AND THIRD PARTY CLAIMS."**

d. **Affiliates and Contractors.** Neither Microsoft nor Enrolled Customer shall bring any action against the other's Affiliates or contractors in respect of any matter disclaimed on their behalf in this agreement.

e. ***Limitation of Liability for Online Services for Qualifying Agencies.***

(i) **Definitions.** The following additional definitions shall apply to this Section 13(e):

"Covered Online Services" means any Online Service included in the section of the Online Services Terms titled "Data Processing Terms"; and

"Qualifying Agencies" mean the West Virginia State Agencies listed in the following table:

Qualifying Agencies
WV Department of Administration
WV Office of Technology
Workforce West Virginia
WV Department of Tax and Revenue
WV Division of Rehab Services
WV Department of Military Affairs & Public Safety
WV Department of Environmental Protection
WV Department of Health & Human Resources
WV Department of Commerce
WV Department of Transportation
WV Department of Education and the Arts
WV Development Office
WV Department of Agriculture
WV Lottery
WV Conservation Agency
WV State Auditors Office
WV Secretary of State
WV State Treasurer's Office
Office of the West Virginia Attorney General
WV Enterprise Resource Planning Board

Qualifying Agency Enrollment" means an unexpired Enrollment between Microsoft and a Qualifying Agency under this Agreement.

(ii) **Limitation on liability for Online Services.** To the extent permitted by applicable law and solely with respect to Online Services ordered under Qualifying Agency Enrollments, the liability for direct damages in section 13(b)(ii) is modified as follows:

a. For Covered Online Services ordered by Qualified Agencies which experience a Covered Disclosure, Microsoft's maximum liability to WV Board of Risk and Insurance Management ("BRIM") on behalf of all such Qualified Agencies, in aggregate, will not exceed the lesser of (A) $20,000,000 or (B) the amount Qualifying Agencies collectively paid across all Qualifying State Agency Enrollments during the prior 12 months for the Covered Online Service that gave rise to the liability; and

b. For Online Services other than Covered Online Services, and for damages related to Covered Online Services for which no Covered Disclosure occurred, Microsoft's maximum liability to Qualifying Agency for any incident giving rise to a claim will not exceed the amount Qualifying Agency paid for the Online Service giving rise to that liability during the prior 12 months.

(iii) ***BRIM and Qualifying Agency Duties.*** BRIM assumes full and sole responsibility for both:

a. receiving from Microsoft those payments for damages related to Covered Online Services which experience a Covered Disclosure, as set forth in section 13(e)(ii)(1), with respect to each Qualified Agency; and

b. disbursing such payments to the applicable Qualified Agencies.

Qualified Agencies must seek disbursement for damages collected from Microsoft related to Covered Online Services which experience a Covered Disclosure through BRIM, and not directly from Microsoft.

1. BRIM and Qualifying Agency Agreement

BRIM agrees to the following terms and conditions on behalf of all Qualifying Agencies, pursuant to its authority to bind such Qualifying Agencies pursuant to West Virginia Code § 29-12-5:

By entering into an Enrollment under the Enterprise Agreement, a Qualifying Agency (a) agrees to the terms and conditions of this Section 13(e) applicable to Qualifying Agencies, and (b) acknowledges BRIM has the authority to receive and disburse liability payments made by Microsoft on behalf of the Qualifying Agency regarding a Covered Online Service.

If there are any disputes between a Qualifying Agency and Microsoft regarding a Covered Online Service which experiences a Covered Disclosure, the Qualifying Agency will provide written notice of the nature of such dispute. The Qualifying Agency will provide reasonable assistance and cooperation in resolving the dispute. BRIM will receive and disburse to Qualifying Agency any liability payments made by Microsoft for a Covered Online Service which experiences a Covered Disclosure in the manner set forth in the Enterprise Agreement.

Before Microsoft is obligated to disburse any liability payments, BRIM will facilitate the collection of documentation from each affected Qualifying Agency acknowledging that the amount to be disbursed represents the Qualifying Agency's damages and that the Qualifying Agency discharges and releases Microsoft from all past, present and future claims relating to the Covered Online Service experiencing a Covered Disclosure that gave rise to the liability payments.

For purposes of clarity:

- Microsoft will not pay any amount directly to any Qualifying Agency (other than BRIM or its successor on behalf of the other Qualifying Agencies) for Covered Online Services under this Section.
- Except as provided separately for Qualifying Agencies, the amount of the limitation of liability as set forth in this Section 13 will be calculated and applied separately for each Qualifying Agency.
- Microsoft then-current limitation of liability, for any event which gives rise to Microsoft's liability based upon one or more such Qualifying Agencies' Covered Online Services, will not be increased or decreased with respect to such event by the addition or reduction of other Qualifying Agencies on or after the date such event commenced.

6. Section 15.g. titled "Entire agreement" is hereby deleted in its entirety and replaced with the following:

g. **Entire agreement.** This agreement, the Product List, all Enrollments under this agreement, and the Product Use Rights constitute the entire agreement concerning the subject matter and supersede any prior or contemporaneous communications. In the case of a conflict between any documents referenced in this agreement that is not expressly resolved in the documents, their terms will control in the following order: (1) *this Enterprise Agreement (and*

any amendments hereto) and the accompanying signature form; (2) any Enrollment *(or any amendments thereto)*; (3) the *Product Terms*; (4) the *Online Services Terms*; (5) any other documents in this Agreement; and (6) all orders submitted under this agreement.

7. Section 15.m. titled **"Privacy and Security"** is hereby deleted in its entirety and replaced with the following:

   m. **Privacy and security.** Microsoft and Enrolled Affiliate will each comply with all applicable privacy and data protection laws and regulations (including applicable security breach notification law). However, Microsoft is not responsible for compliance with any laws applicable to Enrolled Affiliate or Enrolled Affiliate's industry that are not also generally applicable to information technology services providers. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Enrolled Affiliate may choose to provide personal information to Microsoft on behalf of third parties (including Enrolled Affiliate's contacts, resellers, distributors, administrators, and employees) as part of this agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft. The personal information Enrolled Affiliate provides in connection with this agreement will be processed according to the privacy statement available at https://www.microsoft.com/licensing/servicecenter (see footer), except that Product-specific privacy statements are in the Product use rights. Personal data collected through Products or Services may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities. By using the Products or Services, Customer consents to the foregoing. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland. For Online Services, additional privacy and security details are in the Product use rights.

8. New subsections **15 r-w** are hereby added to the agreement as follows:

   r. **Availability of funds.** *Each payment obligation of Customer or Customer's Affiliates is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. Nothing in the section shall be construed to limit Microsoft's right to terminate one or more enrollments upon non-payment due to non-appropriation of funds, pursuant to section 7. Term and Termination, or to issue partial license confirmations in a quantity proportionate to the amount paid relative to the total prior to such termination, pursuant to subsection 7(d).*

   s. **Litigation assistance.** *Microsoft shall provide commercially reasonable assistant to agency in the event of formal litigation or administrative proceedings against the Agency, its officers or employees based upon claimed violations of any applicable regulation or law attributable in whole or in part to Microsoft's performance of its obligations under this Enrollment, except to the extent Microsoft is named as an adverse party.*

   t. **HIPAA BAA, Appendix A.** Microsoft and Customer agree Appendix A is hereby added to the agreement. Appendix A includes a sample Amendment for the Business Associate Enterprise Enrollment Amendment, M176 ("BAA"). The following terms and conditions apply to these sample Amendments included in Appendix A:

      - The BAA should be included as part of the Enrollment for Affiliates that purchase Office 365 Online Services if the Affiliate is governed by HIPAA.
      - The Amendment is included for reference only. The terms and conditions of the Amendment have been negotiated previously and cannot be changed without approval by Customer and Microsoft.

   u. **Security Incident.** Notwithstanding anything to the contrary in the Data Protection Terms section of the Online Services Terms (the "DPT"), and solely applicable to services covered by the DPT, the following terms and conditions shall apply:

For each security breach that is a Security Incident, notification by Microsoft (as described in the "Security Incident Notification" section in the General Privacy and Security Terms section of the Online Services Terms) will be made without unreasonable delay and, in any event, within 5 business days after Microsoft becomes aware of the Security Incident.

v. **Forms.** It is the intent of the parties that the following forms and applicable versions will be used for any new or renewal Enrollments entered into during the term of this agreement.

Form	Document ID	Date	Required or Optional
Enterprise Enrollment	X20-10634	November 2016	Required
Office 365 Security Incident Notification	M183	January 2016	Optional
HIPAA BAA	M176	Custom per Appendix A	Optional

However, Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into newer versions of these forms upon approval by Customer and Microsoft.

w. **Background check.** The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check *conducted by the State and mutually agreed upon in writing by the parties.*

Except for changes made by this Amendment, the Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Agreement identified above, this Amendment shall control.

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

Appendix A

The following Enrollment amendment is included for reference. The terms and conditions of the amendment are not binding unless they are signed as part of an Enterprise Enrollment.

Business Associate Enterprise Enrollment Amendment, CTM-M176

Amendment to Contract Documents

Enrollment Number *Microsoft to complete for initial term* *Partner to complete for renewal*		Proposal ID

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment
Microsoft Online Services HIPAA Business Associate Amendment ID CTM-M176

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment identified above ("Enrollment"). All terms used but not defined in this Amendment will have the same meanings provided in the Enrollment.
The Microsoft Online Services provided to Customer require Microsoft to host Customer Data that may contain Protected Health Information. Customer is a Covered Entity or a Business Associate. To the extent Microsoft creates, receives, maintains, or transmits Protected Health Information, Microsoft is a Business Associate of Customer. As such, HIPAA requires Microsoft and Customer to comply with additional obligations under the Privacy Rule, Breach Notification Rule, and Security Rule that relate to the Use, access, and Disclosure of Protected Health Information.
The terms and conditions in this Amendment supersede any conflicting terms and conditions in Customer's Enrollment and supersede and replace any previous Enrollment amendments related to the subject matter of this Amendment. The Parties amend and supplement the Enrollment with the following:

1. *Definitions.*

Except as otherwise defined in this Amendment, any and all capitalized terms shall have the definitions set forth in HIPAA, and Customer's Enrollment.
"Breach Notification Rule" means the Breach Notification for Unsecured Protected Health Information Final Rule.

"Business Associate" shall have the same meaning as the term "business associate" in 45 CFR § 160.103 of HIPAA.

"Covered Entity" shall have the same meaning as the term "covered entity" in 45 CFR § 160.103 of HIPAA.

"Customer" means the customer identified on the signature form.
"HIPAA" collectively means the administrative simplification provision of the Health Insurance Portability and Accountability Act enacted by the United States Congress, and its implementing regulations, including the Privacy Rule, the Breach Notification Rule, and the Security Rule, as amended from time to time, including by the Health Information Technology for Economic and Clinical Health ("HITECH") Act and by the Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health

Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules; Final Rule.
"Microsoft Online Services" for this Amendment only, means Office 365 Services.
"Office 365 Services" means (a) Exchange Online, Exchange Online Archiving, SharePoint Online, Lync Online, and Office Web Apps included in Office 365 Enterprise Plans E1, E2, E3, E4, K1, and K2; Office 365 Midsize Business; Office 365 Small Business; and Office 365 Small Business Premium, and (b) Exchange Online Plans 1, 2, Basic, and Kiosk; SharePoint Online Plans 1 and 2; Office Web Apps Plans 1 and 2; and Lync Online Plans 1, 2, and 3. Office 365 Services do not include Office 365 ProPlus or any separately branded service made available with an Office 365-branded plan or suite.
"Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information.
"Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103 of HIPAA, provided that it is limited to such protected health information that is received by Microsoft from, or created, received, maintained, or transmitted by Microsoft on behalf of, Customer.
"Security Rule" means the Security Standards for the Protection of Electronic Protected Health Information.

2. *Permitted Uses and Disclosures of Protected Health Information.*

a. **Performance of the Enrollment for Microsoft Online Services.** Except as otherwise limited in this Amendment, Microsoft may Use and Disclose Protected Health Information for, or on behalf of, Customer as specified in the Enrollment.

b. **Management, Administration, and Legal Responsibilities.** Except as otherwise limited in this Amendment, Microsoft may Use and Disclose Protected Health Information for the proper management and administration of Microsoft and/or to carry out the legal responsibilities of Microsoft, provided that any Disclosure may occur only if: (1) Required by Law; or (2) Microsoft obtains written reasonable assurances from the person to whom the Protected Health Information is Disclosed that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and the person notifies Microsoft of any instances of which it becomes aware in which the confidentiality of the Protected Health Information has been breached.

3. *Responsibilities of the Parties with Respect to Protected Health Information.*

a. **Microsoft's Responsibilities.** To the extent Microsoft is acting as a Business Associate, Microsoft agrees to the following:

(i) **Limitations on Use and Disclosure.** Microsoft shall not Use and/or Disclose the Protected Health Information other than as permitted or required by the Enrollment and/or this Amendment or as otherwise Required by Law; provided that any such Use or Disclosure would not violate HIPAA if done by Customer, unless expressly permitted for Business Associates under HIPAA. Microsoft shall make reasonable efforts to Use, Disclose, and/or request the minimum necessary Protected Health Information to accomplish the intended purpose of such Use, Disclosure, or request.

(ii) **Safeguards.** Microsoft shall: (1) use reasonable and appropriate safeguards to prevent inappropriate Use and Disclosure of Protected Health Information other than as provided for in this Amendment; and (2) comply with the applicable requirements of 45 CFR Part 164 Subpart C of the Security Rule.

(iii) **Reporting.** Microsoft shall *promptly* report to Customer: (1) any Use and/or Disclosure of Protected Health Information that is not permitted or required by this Amendment of which Microsoft becomes aware; (2) any Security Incident of which it becomes aware, provided that notice is hereby deemed given for Unsuccessful Security Incidents and no further notice of such Unsuccessful Security Incidents shall be given; and/or (3) any Breach of Customer's Unsecured Protected Health Information that Microsoft may discover (in accordance with 45 CFR § 164.410 of the

Breach Notification Rule). Notification of a Breach will be made without unreasonable delay, but in no event ***more than five (5) business days after Microsoft determines that a Breach of Customer's Unsecured Protected Health Information has occurred.*** Taking into account the level of risk reasonably likely to be presented by the Use, Disclosure, Security Incident, or Breach, the timing of other reporting will be made consistent with Microsoft's and Customer's legal obligations. For purposes of this Section, "Unsuccessful Security Incidents" mean, without limitation, pings and other broadcast attacks on Microsoft's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, as long as no such incident results in unauthorized access, acquisition, Use, or Disclosure of Protected Health Information. Notification(s) under this Section, if any, will be delivered to contacts identified by Customer pursuant to Section 3b(ii) (Contact Information for Notices) of this Amendment by any means Microsoft selects, including through e-mail. Microsoft's obligation to report under this Section is not and will not be construed as an acknowledgement by Microsoft of any fault or liability with respect to any Use, Disclosure, Security Incident, or Breach.

As a condition of Microsoft's commitment to provide notification of a Breach no more than five (5) business days after Microsoft determines that a Breach of Customer's Unsecured Protected Health Information has occurred, Customer must provide Microsoft with the following information:

- ***Customer's Microsoft Online Direct Routing Domain (MODRD) (i.e. *.onmicrosoft.com);***
- ***Current contact information, including email and phone number, of the responsible Customer employee(s) that is to be notified in the case of Breach. This must be an individual or individuals and not a title.***

The contact information must be provided to Microsoft directly through Customer's responsible account manager and not within the Contact Information section of the Enrollment itself, and must remain up-to-date for Microsoft to provide notification as detailed in this section. Customer's account manager will provide the updated contact information to the responsible Microsoft business group through Customer's licensing executive.

(iv) **Subcontractors.** In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2) of HIPAA, Microsoft shall require its Subcontractors who create, receive, maintain, or transmit Protected Health Information on behalf of Microsoft to agree in writing to: (1) the same or more stringent restrictions and conditions that apply to Microsoft with respect to such Protected Health Information; (2) appropriately safeguard the Protected Health Information; and (3) comply with the applicable requirements of 45 CFR Part 164 Subpart C of the Security Rule.

(v) **Disclosure to the Secretary.** Microsoft shall make available its internal practices, records, and books relating to the Use and/or Disclosure of Protected Health Information received from Customer to the Secretary of the Department of Health and Human Services for purposes of determining Customer's compliance with HIPAA, subject to attorney-client and other applicable legal privileges.

(vi) **Access.** If Microsoft maintains Protected Health Information in a Designated Record Set for Customer, then Microsoft, at the request of Customer, shall make access to such Protected Health Information available to Customer in accordance with 45 CFR § 164.524 of the Privacy Rule.

(vii) **Amendment.** If Microsoft maintains Protected Health Information in a Designated Record Set for Customer, then Microsoft, at the request of Customer, shall make available such Protected Health Information to Customer for amendment and incorporate any reasonably requested amendment in the Protected Health Information in accordance with 45 CFR § 164.526 of the Privacy Rule.

(viii) **Accounting of Disclosure.** Microsoft, at the request of Customer, shall make available to Customer such information relating to Disclosures made by Microsoft as required for Customer to make any requested accounting of Disclosures in accordance with 45 CFR § 164.528 of the Privacy Rule.

(ix) **Performance of a Covered Entity's Obligations.** To the extent Microsoft is to carry out a Covered Entity obligation under the Privacy Rule, Microsoft shall comply with the requirements of the Privacy Rule that apply to Customer in the performance of such obligation.

b. **Customer Responsibilities.**

(i) **No Impermissible Requests.** Customer shall not request Microsoft to Use or Disclose Protected Health Information in any manner that would not be permissible under HIPAA if done by a Covered Entity (unless permitted by HIPAA for a Business Associate).

(ii) **Contact Information for Notices.** Customer hereby agrees that any reports, notification, or other notice by Microsoft pursuant to this Amendment may be made electronically. ***In addition to providing contact information for notices to Customer's Account Manager per Section 3(a)(iii) above***, Customer shall provide ***the same*** contact information ***herein below and shall ensure that Customer's contact information remains up to date during the term of this Amendment by providing updated contract information*** to MSO-HIPAA@microsoft.com or such other location or method of updating contact information as Microsoft may specify from time to time and shall ensure that Customer's contact information remains up to date during the term of this Amendment. Contact information must include ***Customer's Microsoft Online Direct Routing Domain (MODRD)***, name of individual(s) to be contacted, title of individuals(s) to be contacted, e-mail address of individual(s) to be contacted, name of Customer organization, and, if available, either contract number or subscriber identification number.

1) ***Customer's Microsoft Online Direct Routing Domain (MODRD):*** Click here to enter text

2) ***Name of individual(s) to be contacted:*** Click here to enter text

3) ***Title of individual(s) to be contacted:*** Click here to enter text.

4) ***E-mail address of individual(s) to be contacted:*** Click here to enter text.

5) ***Name of Customer organization:*** Click here to enter text.

6) ***Contract number:*** Click here to enter text.;
or subscriber identification number: Click here to enter text.

(iii) **Safeguards and Appropriate Use of Protected Health Information.** Customer is responsible for implementing appropriate privacy and security safeguards to protect its Protected Health Information in compliance with HIPAA. Without limitation, it is Customer's obligation to:

1) Not include Protected Health Information in: (1) information Customer submits to technical support personnel or to community support forums; and (2) Customer's address book or directory information. In addition, Microsoft does not act as, or have the obligations of, a Business Associate under HIPAA with respect to Customer Data once it is sent to or from Customer outside Microsoft Online Services over the public Internet.

2) Implement privacy and security safeguards in the systems, applications, and software Customer controls, configures, and uploads into the Microsoft Online Services.

4. Applicability of Amendment.

As of the effective date of this Amendment, this Amendment is applicable to Microsoft Online Services. At such time as Microsoft is willing to enter into the terms of this Amendment with respect to other current or future Microsoft online services, Microsoft will notify Customer of the effective date that this Amendment will be applicable to such other Microsoft online services. Subsequent to the effective date identified in Microsoft's notice, and provided Customer has by that date entered into an agreement for such other Microsoft online services, this Amendment will apply to Customer's other Microsoft online services without additional action by Customer. Customer acknowledges that this

Amendment is not effective as to an applicable Microsoft online service until Microsoft notifies Customer this Amendment is effective as specified in this Section 4. It is Customer's obligation to not store or process Protected Health Information in a Microsoft online service until on or after the date this Amendment is effective as to the applicable service.

5. *Term and Termination.*

a. **Term.** This Amendment shall continue in effect until the earlier of (1) termination by a Party for breach as set forth in Section 5b, below, or (2) expiration of Customer's Enrollment

b. **Termination for Breach.** Either Party immediately may terminate the Enrollment if the other Party is in material breach or default of any obligation in this Amendment that is not cured within *sixty (60)* calendar days written notice of such breach or default.

c. **Return, Destruction, or Retention of Protected Health Information Upon Termination.** Upon expiration or termination of this Amendment, Microsoft shall return or destroy all Protected Health Information in its possession, if it is feasible to do so, and as set forth in the applicable termination provisions of the Product Use Rights and/or Enrollment. If Microsoft determines that it is not feasible to return or destroy any portions of the Protected Health Information upon termination of this Amendment, then Microsoft shall extend the protections of this Amendment, without limitation, to such Protected Health Information and limit any further Use or Disclosure of the Protected Health Information to those purposes that make the return or destruction infeasible for the duration of the retention of the Protected Health Information.

6. *Miscellaneous.*

a. **Interpretation.** The Parties intend that this Amendment be interpreted consistently with their intent to comply with HIPAA and other applicable federal and state law. Except where this Amendment conflicts with the Enrollment, all other terms and conditions of the Enrollment remain unchanged. The Parties agree that in the event an inconsistency exists between the Enrollment and this Amendment, the provisions of this Amendment will control to the extent of such inconsistency. Any captions or headings in this Amendment are for the convenience of the Parties and shall not affect the interpretation of this Amendment.

b. **Amendments; Waiver.** This Amendment may not be modified or amended except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, as a bar to, or as a waiver of any right or remedy as to subsequent events.

c. **No Third Party Beneficiaries.** Nothing express or implied in this Amendment is intended to confer, nor shall anything in this Amendment confer, upon any person other than the Parties, and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

d. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original.

e. **Severability.** In the event that any provision of this Amendment is found to be invalid or unenforceable, the remainder of this Amendment shall not be affected thereby, but rather the remainder of this Amendment shall be enforced to the greatest extent permitted by law.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

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

Microsoft Internal Use Only:

WV M176 CTM Amend .docx	CTM	CTM-CTC-OTC	BD

Microsoft Volume Licensing

Enterprise Enrollment

State and Local

Enterprise Enrollment number *(Microsoft to complete)*	
Previous Enrollment number *(Reseller to complete)*	

Framework ID *(if applicable)*

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

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

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

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

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms 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 Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"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 Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

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

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. *Order requirements.*

a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

(i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

(ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. **Adding Products.**

(i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or 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 other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, 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 and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, 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.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. **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.

i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. *Pricing.*

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. *Payment terms.*

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. *End of Enrollment term and termination.*

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. **If Enrolled Affiliate elects not to renew.**

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **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") for up to one year, unless designated in the Product Terms to continue until cancelled, is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with 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 or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, 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.

d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. *Government Community Cloud.*

a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly

prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

   (i) Government Community Cloud Services will be offered only within the United States.

   (ii) Additional European Terms, as set forth in the Use Rights, will not apply.

   (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☐ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded

b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: <Choose One>

2. 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, Enrolled Affiliate 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 https://www.microsoft.com/licensing/servicecenter.

a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)*
Contact name* First Last
Contact email address*
Street address*
City*

State/Province*
Postal code* -
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country*
Phone*
Tax ID
** indicates required fields*

b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First **Last**
Contact email address*
Street address*
City*
State/Province*
Postal code* -
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country*
Phone*
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First **Last**
Contact email address*
Phone*
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name*
Street address (PO boxes will not be accepted)*
City*
State/Province*
Postal code*
Country*
Contact name*
Phone*
Contact email address*
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____

Printed name*
Printed title*
Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Microsoft Volume Licensing

Enterprise Enrollment
Office 365 Security Incident Notification
Amendment ID CTM-M183

Enrollment Number *Microsoft to complete for initial term* *Partner to complete for renewal*		Proposal ID

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

The parties agree to amend the Enrollment as follows:

1. *Defined Terms*

Capitalized terms used but not defined in this Amendment will have the meanings provided in the Enrollment (including, as applicable, the Online Services Terms (OST)). The following definitions are used in this Amendment:

"Online Services" means, for purposes of this Amendment, the Online Services as defined in the "Data Processing Terms" section of the OST.

2. *Limited Reimbursement for Customer Remediation Costs*

To the extent that a Security Incident (as defined in the OST) results from Microsoft's failure to comply with its obligations under the Enrollment, and subject to the limitations of liability applicable to the applicable Online Services, Microsoft will reimburse Customer for reasonable out-of-pocket remediation costs incurred by Customer in connection with that Security Incident. "Reasonable out-of-pocket remediation costs" are costs that (a) are customary, reasonable and expected to be paid by companies in Customer's industry, based on the nature and scope of the Security Incident, and (b) do not arise from or relate to Customer's violation of (i) laws applicable to Customer or (ii) Customer's obligations to third parties, and (c) in no event include costs arising related to compliance with laws applicable to Customer or Customer's industry that are not generally applicable to information technology services providers. Customer must document all such expenditures and, upon Microsoft's request, those expenditures must be validated by an independent, internationally-recognized third party industry expert chosen by both parties. For avoidance of doubt, the costs reimbursed by Microsoft under this paragraph will be characterized as direct damages subject to the limitation on liability in the Master Agreement, and not as special damages excluded under the "EXCLUSION OF CERTAIN DAMAGES" in the Master Agreement.

3. *Miscellaneous*

a. **Confidentiality.** *To the extent allowable under applicable law,* Customer will treat the terms and conditions of this Amendment as confidential and shall not disclose them to any third party except for Customer's auditors or consultants that need access to this information for the purpose of this business relationship as articulated in this Amendment and the Enrollment.

b. **Term and Termination.** This Amendment shall automatically terminate upon any termination or expiration of the Enrollment. In addition, Microsoft shall have the right to immediately terminate this Enrollment in the event <Choose one> breaches any obligation in this Amendment.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

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

Microsoft Volume Licensing

Enterprise
Sub 250 Program
Amendment ID W29

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

The parties agree that the Enrollment is amended as follows:

1. *On the first page of the Enrollment, the following is added after the second paragraph:*

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 250 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

SAMPLE

2. *Section 2a of the Enrollment titled "Order Requirements", is hereby amended and restated in its entirety with the following:*

a. **Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.

(i) **Initial Order.** Initial order must include at least 25 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.

3. *Software Assurance renewal.*

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	☐

By checking the above box, a new section is added to the Enrollment entitled "Software Assurance addition."

Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program's identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

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

SAMPLE

Volume
Licensing

Product Terms
January 1, 2017

Microsoft

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Introduction

About this Document

Beginning July 1, 2015, the Product Terms replaces both the Product List and the Product Use Rights (PUR) documents. All references to the Product List and PUR in Customer's volume licensing agreements refer to the applicable sections of the Product Terms. The Product Terms describe the availability of Products and Professional Services through the Microsoft Volume Licensing Programs (previously conveyed through the Product List), as well as the use rights for Software Products (previously conveyed through the PUR). Terms of service for the Online Services referenced in this document are published in the Online Services Terms (OST) at http://go.microsoft.com/?linkid=9840733.

Products listed in the Product Terms are available as of the date on the Product Terms Cover Page. Earlier versions of the Product Terms are available on http://go.microsoft.com/?linkid=9839207, including earlier versions of the Product List and PUR documents. Information on discontinued Microsoft products and services is available on http://www.microsoftvolumelicensing.com. Customers should contact their reseller or Microsoft account manager for information pertaining to regional availability of Microsoft products and Professional Services.

What this Document contains

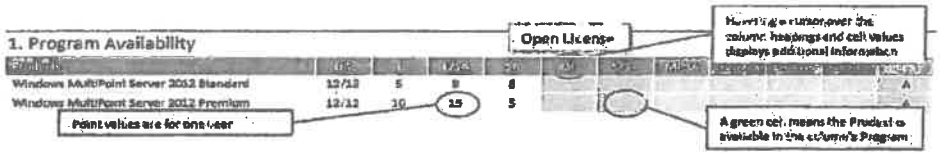
The Product Terms includes the following sections:

- Introduction, which includes a list of recent changes.
- License Terms, which list the Universal License Terms and License Model Terms that apply to Software Products.
- Software Products, which list all Software Product Entries.
- Online Services Products, which list all Online Services Product Entries.
- Glossary, which defines Attributes, Cell Values, Column Headings and other capitalized terms used in the Product Terms.
- The following appendices:
  - Appendix A – CAL/ML Equivalent Licenses Table, which identifies CAL suites and Online Services subscription Licenses available that provide access to Server Products.
  - Appendix B – Software Assurance, which describes rules on purchasing SA and additional benefits available to SA customers.
  - Appendix C – Professional Services, which lists the Professional Services offered through Microsoft Volume Licensing.
  - Appendix D – Program Agreement Supplemental Terms, which provides additional terms for Microsoft Volume Licensing Program Agreements.
  - Appendix E – Product Promotions, which lists Product promotions that are not otherwise on the Price List.
  - Appendix F - Storage Array Terms, which provided additional terms for Storage Array devices.
- Index, which lists all the Products referenced in the Product Terms and identifies where they are located.

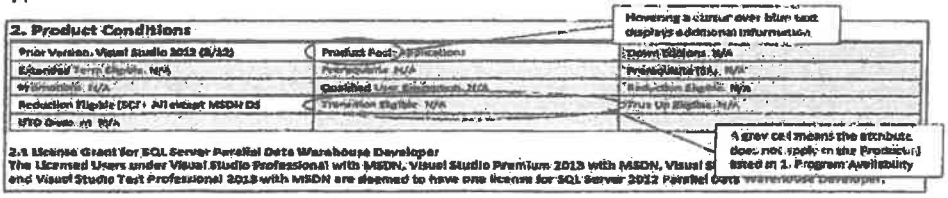
How to Navigate a Product Entry

Each Software Product Entry includes four sections: Program Availability, Product Conditions, Use Rights, and Software Assurance.
Each Online Services Product Entry includes two sections: Program Availability and Product Conditions.

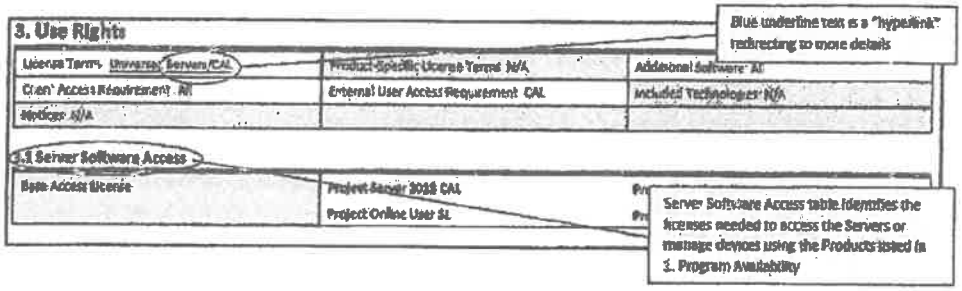
1. Program Availability identifies, for each Product, the offering type, point count (where applicable), and availability across volume licensing programs.



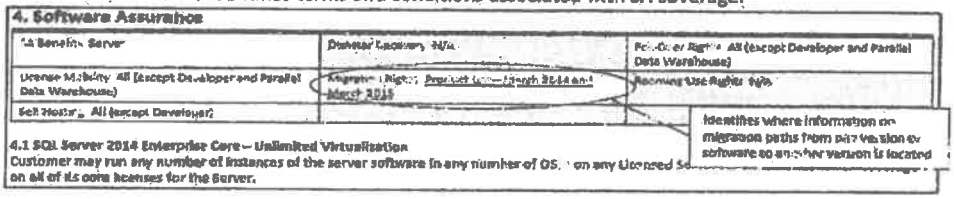
2. Product Conditions provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.



3. Use Rights identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Product Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry. Terms for Online Services are in the OST.



4. Software Assurance identifies terms and conditions associated with SA coverage.



Clarifications and Summary of Changes to this Document

Below are recent additions, deletions and other changes to the Product Terms. Also listed below, are clarifications of Microsoft policy in response to common customer questions.

Additions	Deletions
System Center 2016 Data Protection Manager per OSE	System Center 2016 Client Management Suite per OSE
System Center 2016 Data Protection Manager per User	System Center 2016 Client Management Suite per User
System Center 2016 Operations Manager per OSE	Microsoft Azure StorSimple Monetary Commitment-1 (8100 device)
System Center 2016 Operations Manager per User	Microsoft Azure StorSimple Monetary Commitment-1 (8600 device)
System Center 2016 Orchestrator per OSE	Operations Management Suite E1 Add-on
System Center 2016 Orchestrator per User	Operations Management Suite E2 Add-on
System Center 2016 Service Manager per OSE	Operations Management Suite E1
System Center 2016 Service Manager per User	Operations Management Suite E1 From SA
Microsoft Azure StorSimple Plan with Device (8100 device)	Operations Management Suite E2
Microsoft Azure StorSimple Plan with Device (8600 device)	Operations Management Suite E2 From SA
Microsoft Azure StorSimple Plan 8100 Renewal (no device)	Operations Management Suite: Insights and Analytics
Microsoft Azure StorSimple Plan 8600 Renewal (no device)	Operations Management Suite: Automation and Control
Operations Management and Security E1 Add-on	Operations Management Suite: Security and Compliance
Operations Management and Security E2 Add-on	Operations Management Suite: Backup and Disaster Recovery
Operations Management and Security E1	Office 365 Advanced eDiscovery
Operations Management and Security E1 From SA	Microsoft Learning MTA 250 Exam Site License
Operations Management and Security E2	Yammer Enterprise
Operations Management and Security E2 From SA	
Operations Management and Security: Insights and Analytics	
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Microsoft Learning MTA/MCE Certification 500 Exam Site License	

Software

Microsoft Dynamics 365 On-premises: The Migration License for Microsoft Dynamics CRM Software Assurance clause from Section 4 has been removed and a reference to the December 2016 Product Terms has been added to the Migrations Rights cell of Section 4's Attribute table to denote where this information resides.

System Center: System Center 2016 Client Management Suite was the last version of Client Management Suite. Each of the four component products of Client Management Suite are now licensed as separate products.
Visual Studio Team Foundation Server: The Software Assurance Migration for Customers with Visual Studio Team Foundation Server 2015 with SQL 2014 Technology and Software Assurance Migration for Customers with Visual Studio Team Foundation Server 2015 CAL clauses from Section 4 have been removed and a reference to the December 2016 Product Terms has been added to the Migrations Rights cell of Section 4's Attribute table to denote where this information resides.

Online Service Specific Terms
Microsoft Azure Plans: Operations Management Suite has been renamed Operations Management and Security.
Office 365 Services: Office 365 Advanced eDiscovery has been renamed Office 365 Advanced Compliance.

Appendix E
Azure Compute Capacity Promotion: The Azure Compute Capacity Promotion has been extended to March 31, 2017.
System Center Client Management Suite Promotion: The System Center Client Management Suite Promotion expired December 31, 2016.

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License Terms

All instances of the "Product Use Rights" in Customer's volume licensing agreement refer to the terms identified in the "Use Rights" section of each Product Entry. For each Product, this includes the Universal License Terms, applicable License Model Terms and any Product-Specific License Terms in the Product Entry.

For Online Services, references to "Product Use Rights" in Customer's volume licensing agreement refer to the OST. If a software Product includes both software and online services, the online services will be governed by the terms in the OST and all the software will be governed by these License Terms.

Universal License Terms

Universal License Terms apply to all software Products licensed through Microsoft Volume Licensing (except where specifically noted in the License Model Terms and/or the Product-Specific License Terms).

1. Definitions
Terms used in the Product Terms but not defined in the Glossary will have the definition provided in Customer's volume licensing agreement.

2. Customer's Use Rights
If Customer complies with its volume licensing agreement, it may use the software as expressly permitted in the Product Terms. Customer needs a License for each Product and separately licensed functionality used on a device or by a user.

3. Rights to Use Other Versions and Lower Editions
For any permitted copy or instance, Customer may create, store, install, run or access in place of the version licensed, a copy or instance of a prior version, different permitted language version, different available platform version (for example, 32 bit or 64 bit) or a permitted lower edition. The use rights for the licensed version still apply. Licenses for prior versions and lower editions do not satisfy the licensing requirements for a Product.

4. Third Party Software
The software may contain third party proprietary programs or components that are licensed under separate terms that are presented to Customer during installation or in the "ThirdPartyNotices" file accompanying the software. The software may also contain third party open source programs that Microsoft, not the third party, licenses to Customer under Microsoft's license terms.

5. Pre-Release Code, Updates or Supplements, Additional Functionality
Microsoft may offer updates or supplements to the Products. Customer may use the updates or supplements to the Products, pre-release code, additional functionality and optional add-on services to the Products, subject to specific terms (if any) that accompany them. Some Products require automatic updates, as described in the Product-Specific License Terms.

6. Restrictions
Customer may not (and is not licensed to) use the Products to offer commercial hosting services to third parties, work around any technical limitations in the Products or restrictions in Product documentation, or separate the software for use in more than one OSE under a single License (even if the OSEs are on the same physical hardware system), unless expressly permitted by Microsoft. Rights to access the software on any device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

7. Software Assurance
SA coverage may grant additional use rights to Customer. These additional rights end at the expiration of the SA coverage for the License, unless otherwise noted in the benefit description.

8. Outsourcing Software Management
Customer may install and use licensed copies of the software on Servers and other devices that are under the day-to-day management and control of third parties, provided all such Servers and other devices are and remain fully dedicated to Customer's use. Customer is responsible for all of the obligations under its volume licensing agreement regardless of the physical location of the hardware upon which the software is used.

9. License Assignment and Reassignment
Before Customer uses software under a License, it must assign that License to a device or user, as appropriate. Customer may reassign a License to another device or user, but not less than 90 days since the last reassignment of that same License, unless the reassignment is due to (i) permanent hardware failure or loss, (ii) termination of the user's employment or contract or (iii) temporary reallocation of CALs, Client Management Licenses and user or device SLs to cover a user's absence or the unavailability of a device that is out of service. Customer must remove the software or block access from the former device or to the former user. SA coverage and any Licenses that are granted or acquired in connection with SA coverage may be reassigned only with the underlying qualifying License. Different terms apply to the reassignment of Windows desktop operating system per device licenses and SA coverage, as detailed in the Windows Product Entry.

10. Technical Measures
Microsoft may use technical measures to enforce terms that restrict Customer's use of certain versions of Product and may verify compliance with those terms as provided in Customer's volume license agreement. Some Products are protected by technological measures and require activation or validation, as well as a product key, to install or access them.

10.1 Activation and validation
Successful activation or validation verifies that a software Product has been correctly installed, the product key is not stolen, and that no changes have been made to validation, licensing, or activation functions of the software. Customer's right to use the software after the time specified in the software Product may be limited unless it is activated. Customer is not licensed to continue using the software if it has unsuccessfully attempted to activate. Each device that has not activated by a Key Management Service (KMS) must use a Multiple Activation Key (MAK). Customer may not circumvent activation or validation.

10.2 Product Keys
An assigned product key is required for licensed use of the software. All product keys are Confidential Information of Microsoft. Notwithstanding anything to the contrary in Customer's volume licensing agreement, Customer may not disclose product keys to third parties. Customer may not provide unsecured access to its key management service (KMS) machines over an uncontrolled network. In the event of unauthorized use or disclosure of product keys or KMS keys, Microsoft may prevent further activations, deactivate or block product keys from activation or validation, and take other appropriate action.

11. Notices
Where indicated in the Use Rights section of each Product Entry, the following notices apply:

11. 1 Internet-based Features
Software Products may contain features that connect and send information over the Internet, without additional notice to Customer, to Microsoft's systems and those of its Affiliates and service providers. Use of that information is described in the privacy statement available in each software Product.

11.2 Bing Maps
The Product may include use of Bing Maps. Any content provided through Bing Maps, including geocodes, can only be used within the product through which the content is provided. Customer's use of Bing Maps is governed by the Bing Maps End User Terms of Use available at http://go.microsoft.com/?linkid=9710837 and the Bing Maps Privacy Statement available at http://go.microsoft.com/fwlink/?LinkID=248686.

11.3 H.264/AVC Visual Standard, the VC-1 Video Standard, and the MPEG-4 Part 2 Visual Standard
This software may include H.264/AVC, VC-1, and MPEG-4 Part 2 visual compression technology. MPEG LA, L.L.C. requires this notice: THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, THE MPEG-4 PART 2 VISUAL PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE ("VIDEO STANDARDS") AND/OR (ii) DECODE AVC, VC-1, MPEG-4 PART 2 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE www.mpegla.com. For clarification purposes, this notice does not limit or inhibit the use of the software for normal business uses that are personal to that business which do not include (i) redistribution of the software to third parties, or (ii) creation of content with the VIDEO STANDARDS compliant technologies for distribution to third parties.

12. Font Components, Images, and Sounds
While Customer runs the software, it may access and use icons, images, sounds and media included with the software only from a Licensed Device and may use the fonts included with or installed by that software to display and print content. Customer may only embed fonts in content as permitted by the embedding restrictions in the fonts; and temporarily download them to a printer or other output device to print content.

13. Included Technologies
Products may include other Microsoft technology components subject to their own license terms, as indicated in the Use Rights section of each Product Entry. If separate terms for these components are not addressed in the Product-Specific License Terms, they may be found in a separate folder in the Product's installation directory or through the Product's unified installer.

14. Benchmark Testing
Customer must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of any Server Product or Microsoft Desktop Optimization Pack. This does not apply to Windows Server.

15. Multiplexing
Multiplexing or pooling to reduce direct connections with the software does not reduce the number of required Licenses.

16. Administrative and Support Rights
Customer may allow access to server software running in any permitted OSE by two users without CALs solely for administrative purposes. Customer may also allow remote access to other Products solely for purposes of providing technical product support to Licensed Users or on Licensed Devices.

17. Distributable Code
The software may include code that Customer is permitted to distribute in programs it develops if it complies with the terms below.

17.1 Right to Use and Distribute
The code and text files listed below are "Distributable Code."

- REDIST.TXT Files: Customer may copy and distribute the object code form of code listed in REDIST.TXT files and in OTHER-DIST.TXT files, as well as any code marked as "Silverlight Libraries", Silverlight "Client Libraries" and Silverlight "Server Libraries".
- Sample Code, Templates, and Styles: Customer may modify, copy, and distribute the source and object code form of code marked as "sample, "template", "simple styles" and "sketch styles."
- Third Party Distribution: Customer may permit distributors of its programs to copy and distribute the Distributable Code as part of those programs.
- Image Library: Customer may copy and distribute images, graphics and animations in the Image Library as described in the software documentation.

17.2 Distribution Requirements
If Customer distributes any Distributable Code. Customer must:

- Only distribute it with Customer's programs, where Customer's programs provide significant primary functionality to the Distributable Code;
- require distributors and external end users to agree to terms that protect the Distributable Code at least as much as Customer's volume licensing agreement, including the Product Terms;
- Indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of Customer's programs, except to the extent that any claim is based solely on the Distributable Code included in Customer's programs.

17.3 Distribution Limitations
Customer may not:

- alter any copyright, trademark or patent notice in the Distributable Code;
- use Microsoft's trademarks in Customer's programs' names or in a way that suggests its programs come from or are endorsed by Microsoft;
- distribute Distributable Code in or with any malicious or, deceptive programs or in an unlawful manner; or
- modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that the code be disclosed or distributed in source code form, or that others have the right to modify it.

18. Software Plus Services
Microsoft may provide services with Products through software features that connect with Microsoft or service provider computer systems over the Internet. It may change or cancel the services at any time. Customer may not use the services in any way that could harm them or impair anyone else's use of them. Customer may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

Table of Contents / Glossary Product

License Model Terms

The License Model for each Product is identified in the Use Rights section of the Product Entry. License Model terms apply to all software Products licensed under that License Model, as specified in the Product Entry and subject to any exceptions and other terms noted in the Product-Specific License Terms.

Desktop Applications

Device License

1. Customer may install any number of copies of the software on a Licensed Device and on any Server dedicated to Customer's use for each License it acquires.
2. Unless Customer licenses the software as an Enterprise Product or on a company-wide basis, it may also install the software on a single portable device for use by the Primary User of the Licensed Device.
3. Any number of users may use the software running on a Licensed Device, but only one user may access and use the software at a time.
4. Remote use of the software running on a Licensed Device is permitted for the Primary User from any device or for any other user from another Licensed Device.

5. Remote use of the software running on a Server dedicated to Customer's use is permitted for any user from a Licensed Device.

Media Elements and Templates
Microsoft grants Customer a license to copy, distribute, perform and display media elements (images, clip art, animations, sounds, music, video clips, templates and other forms of content) included with the software and the Office web apps in projects and documents, except that Customer may not sell, license or distribute copies of any media elements by themselves or as a product if the primary value of the product is the media elements.

Desktop Operating Systems

Device License

1. Customer may install one copy of the software on a Licensed Device or within a local virtual hardware system on a Licensed Device for each License it acquires.
2. Customer may use the software on up to two processors.
3. Local use is permitted for any user.
4. Remote use is permitted for the Primary User of the Licensed Device and for any other user from another Licensed Device or a Windows VDA Licensed Device.
5. Only one user may access and use the software at a time.
6. Customer may connect up to 20 devices to the Licensed Device for file sharing, printing, Internet Information Services, Internet Connection Sharing or telephony services.
7. An unlimited number of connections are allowed for KMS activation or similar technology.

Adobe Flash Player
The software may include a version of Adobe Flash Player. Customer agrees that its use of the Adobe Flash Player is governed by the license terms for Adobe Systems Incorporated at http://go.microsoft.com/fwlink/?linkid=248532. Adobe and Flash are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.

Per Core/CAL

Server Licenses (per core)

1. Customer may use the server software on a Licensed Server, provided it acquires sufficient Server licenses as described below.
2. The number of Licenses required equals the number of Physical Cores on the Licensed Server, subject to a minimum of 8 Licenses per Physical Processor and a minimum of 16 Licenses per Server.
3. Datacenter edition permits use of the server software in any number of OSEs on the Licensed Server.
4. Standard edition:
   - Standard edition permits use of the server software in two OSEs on the Licensed Server.
   - Standard edition permits use of one Running Instance of the server software in the Physical OSE on the Licensed Server (in addition to two Virtual OSEs), if the Physical OSE is used solely to host and manage the Virtual OSEs.
   - Customer may assign additional Standard edition Licenses to the Licensed Server equal to the number specified in 2 above and use the server software in two additional OSEs on the Licensed Server.
5. As long as the total numbers of Licenses and Physical Cores remains the same, License reassignment is permitted any time Customer repartitions a single piece of hardware.
6. As a one-time alternative to assigning base CALs per user or per device, a number of base CALs may be dedicated to an Instance of the server software on a single Server (per server mode) to permit up to the same number of users or devices to concurrently access that Instance.

Access Licenses

1. Except as described here and noted in the Product-Specific License Terms, all server software access requires CALs or CAL Equivalent Licenses.
2. CALs are not required for access by another Licensed Server.
3. CALs are not required to access server software running a Web Workload or HPC Workload.
4. CALs are not required for access in a Physical OSE used solely for hosting and managing Virtual OSEs.

Server/CAL

Server Licenses (per Instance)
Customer may use one Running Instance of server software in either a Physical OSE or Virtual OSE on a Licensed Server for each License it acquires.

Access Licenses

1. Except as described here and noted in the Product-Specific License Terms, all server software access requires CALs or CAL Equivalent Licenses.
2. CALs are not required for access by another Licensed Server.

Per Core

For Products under the Per Core License Model, Customer must choose either Licensing by Physical Core on a Server or Licensing by Individual Virtual OSE. The terms for each are set forth below.

Server Licenses (per core) – Licensing by Physical Core on a Server

1. Customer may use the server software on a Licensed Server, provided it acquires sufficient Server Licenses as described below.
2. The number of Licenses required equals the number of Physical Cores on the Licensed Server subject to a minimum of four Licenses per Physical Processor.
3. For Enterprise edition, Customer may use any number of Running Instances of the server software on the Licensed Server in a number of Physical OSEs and/or Virtual OSEs equal to the number of licenses assigned to it.
4. For each additional Enterprise edition License that Customer assigns beyond the number of Licenses required under paragraph 2 above, it may use of the server software in one additional OSE on the Licensed Server.
5. For other editions, Customer may use any number of Running Instances of the server software only in the Physical OSE on the Licensed Server.

Server Licenses (per core) – Licensing by Individual Virtual OSE

1. Customer may use any number of Running Instances of the server software in any Virtual OSE on the Licensed Server, provided it acquires sufficient Licenses as described below.
2. The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of four Licenses per Virtual OSE.
3. If any Virtual Core is at any time mapped to more than one Hardware Thread, Customer needs a License for each Hardware Thread to which it is mapped.

Management Servers

Management Licenses

The Management License version, not the version of software used, determines the version of applicable License Terms (including use under downgrade rights notwithstanding terms to the contrary).

Server Management Licenses (per core)

1. Customer may use the software on any Server dedicated to its use to Manage OSEs on a Licensed Server, provided it acquires sufficient Server Licenses as described below.
2. The number of Licenses required equals the number of Physical Cores on the Licensed Server, subject to a minimum of 8 Licenses per Physical Processor and a minimum of 16 Licenses per Server.
3. Datacenter edition permits use of the server software to Manage any number of OSEs on the Licensed Server.
4. Standard edition:
   - Standard edition permits use of the software to Manage up to two OSEs on the Licensed Server.
   - Standard edition permits Management of the Physical OSE on the Licensed Server (in addition to two Virtual OSEs), if the Physical OSE is used solely to host and Manage Virtual OSEs.
   - Customer may assign additional Standard edition Licenses to the Licensed Server equal to the number specified in 2 above and Manage two additional OSEs.
5. OSEs running Server operating systems require Server Management Licenses.

Client Management Licenses (per OSE or user)

1. Customer may use the software to Manage an OSE on a Licensed Device or OSEs on devices used by a Licensed User for each Client Management License it acquires.
2. OSEs running operating systems other than Server operating systems require Client Management Licenses or Management License Equivalent Licenses.
3. The number of Client Management Licenses required depends on License type (per OSE or user) assigned.
4. Management of an OSE accessed by more than one user requires an OSE Client Management License or a User Client Management License for each user.

Management Licenses are not required for:

1. OSEs in which there are no Running Instances of software;
2. Any of Customer's network infrastructure devices functioning solely for the purpose of transmitting network data and not running Windows Server software;
3. Conversion of OSEs from Physical to Virtual; or
4. Any device solely monitored or managed for the status of its hardware components with respect to system temperature, fan speed, power on/off, system reset or CPU availability.

Data Sets

Customer may not copy or distribute any data set (or any portion of a data set) included in the software.

Specialty Servers

Server Licenses (per instance)
Customer may use one Running Instance of server software in either a Physical OSE or Virtual OSE on a Licensed Server for each Server License it acquires

Developer Tools

User Licenses

1. One Licensed User may use any number of copies of the software and any prior version on any device dedicated to Customer's use for each User License it acquires.
2. Licensed Users may use the software for evaluation and to develop, test, and demonstrate Customer's programs. These rights include the use of the software to simulate an end user environment to diagnose issues related to its programs.
3. The software is not licensed for use in a Production Environment.

Additional License Terms for MSDN Subscriptions
In addition to the rights in the License Model Terms, Customer may allocate an MSDN subscription for each License it acquires. For MSDN subscriptions, the "Software" means software made available to Customer's subscription level via MSDN Subscriber Downloads. Any online service made available with Customer's MSDN subscription may not be used in a Production Environment.

Running the Software on Microsoft Azure Platform Services

1. The Licensed User may run the Software on Microsoft Azure Platform Services during the term of its MSDN subscription.
2. The use of the Software remains subject to the terms and conditions of Customer's volume licensing agreement and any terms that come with the Software.
3. The Developer Tools License Model Terms apply to the use of the Software and Azure MSDN Dev/Test offers, except that the Licensed User may not run Office Professional Plus or System Center Virtual Machine Manager for production use on Microsoft Azure Platform Services.

Additional Requirements
To run Software on Microsoft Azure Platform Services Customer must activate its MSDN subscription by linking its Microsoft account to the MSDN subscription.

Acceptance Testing and Feedback
Customer's end users may access the Software, and online services made available with Customer's MSDN subscription, to perform acceptance tests or to provide feedback on its programs.

Windows Server 2016 Remote Desktop Services
Up to 200 anonymous users at a time may use the Remote Desktop Services feature of the Windows Server software to access online demonstrations of Customer's programs.

Windows Embedded Product
Each Windows Embedded Product is licensed under the terms that come with it, including any Microsoft obligations related to defense of infringement and misappropriation claims. These terms replace the corresponding terms in Customer's volume licensing agreement. Each Licensed User may install and use an unlimited number of copies of the licensed Windows Embedded Product.

Software

Advanced Threat Analytics

1. Program Availability

Products	QA	L	L/SA	SA	CL	S/SA	MPSA	OV/OVS	Provider	Customer	FPS
Advanced Threat Analytics 2016 Client Management License per OSE	8/15		2	1				P	A	A	A
Advanced Threat Analytics 2016 Client Management License per User	8/15		2	1				P	A	A	

2. Product Conditions

Prior Version: N/A	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

2.1 Country Restrictions

Customer may not download Advanced Threat Analytics 2016 for use or distribution in the People's Republic of China.

3. Use Rights

License Term: Universal; Management Servers	Product-Specific License Terms: Yes	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: Windows Software Components
Notices: Internet-based Features		

3.1 Management License

Client Management License	Advanced Threat Analytics 2016 (User or OSE ML)	Management License Equivalent License (refer to Appendix A)

3.2 Usage Requiring a Management License

Licenses are only required for client OSEs (or server OSEs used as client OSEs) that are on or accessed by end user devices authenticated by an Active Directory managed by Advanced Threat Analytics.

3.3 GNU Lesser General Public Licensed libraries

Licensed User may reverse engineer, decompile or disassemble the Advanced Threat Analytics software, or otherwise attempt to derive the source code for the Advanced Threat Analytics Server software solely to the extent required to debug changes to any libraries licensed under the GNU Lesser General Public License that may be included with and linked to by the software.

4. Software Assurance

SA Benefits: Server	Disaster Recovery: Yes	Fail Over Rights: N/A
License Mobility: N/A	Migration Rights: N/A	Roaming Rights: N/A
Self Hosting: Yes	SA Equivalent Rights: N/A	

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BizTalk

1. Program Availability

Products	QA	L	L/SA	SA	CL	S/SA	MPSA	OV/OVS	Provider	Customer	FPS
BizTalk Server 2016 Branch Edition	12/16	25	38	13	OM			OM, P	A, SP	A	A
BizTalk Server 2016 Branch IDC	12/16										
BizTalk Server 2016 Enterprise Edition	12/16	200	300	100	OM			OM, P	A, SP	A	A
BizTalk Server 2016 Standard Edition	12/16	50	75	25	OM			OM, P	A, SP	A	A

BizTalk Server 2016 Standard Edition IDC 12/16

2. Product Conditions

Prior Version: BizTalk Server 2013 R2 (6/14)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: All	Reduction Eligible: N/A
Reduction Eligible (SCE): All (except Branch IDC)	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal; Per Core	Product-Specific License Terms: Branch and Standard	Additional Software: All editions
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: Windows Software Components and Office web apps
Notices: Internet-based Features		

3.1 BizTalk Server Branch and Standard Edition
Customer may not use the server software on a Server that is part of a networked cluster or in an OSE that is part of a networked cluster of OSEs on the same Server.

3.2 BizTalk Server Branch Edition
Customer may Run instances of the software on Licensed Servers only at the endpoint of its internal network (or edge of its organization) to connect business events or transactions with activities processed at that endpoint; provided, the Licensed Server may not:

- act as the central node in a "hub and spoke" networking model,
- centralize enterprise-wide communications with other Servers or devices; or
- automate business processes across divisions, business units, or branch offices.

3.3 Additional Software

Administration and Monitoring Tools	ADOMD.NET	BizTalk Server Related Schemas and Templates
Business Activity Monitoring ("BAM") Client	BAM Alert Provider for SQL Notification Services	BAM Event APIs and Interceptors and Administration Tools
Business Activity Services	Business Rules Component	Development Tools
HTTP Receive Adapter	Master Secret Server/Enterprise Single Sign-On	MQHelper.dll
MQSeries Agent	MSXML	SOAP Receive Adapter
Software Development Kit(s)	SQLXML	UDDI
Windows Communication Foundation Adapters	Windows SharePoint Services Adapter Web Services	

4. Software Assurance

SA Benefits: Server	Disaster Recovery: All editions	Fail-Over Rights: N/A
License Mobility: All editions	Migration Rights: Product List - December 2014	Roaming Rights: N/A
Self Hosting: All editions (except Branch)	SA Equivalent Rights: N/A	

4.1 Biz Talk Server 2013 R2 Enterprise – Unlimited Virtualization
Customer may run any number of Instances of the server software in any number of OSEs on any Licensed Server for which it has full SA coverage on all of its Server (per core) Licenses.

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CAL Suites

1. Program Availability

Products	DC	D	DSD	SD	OP	WA	WSSA	CWSVS	EWSVS	OWSVS	PWS
Core CAL Suite (Device and User)		(1)	2	1				E, P	E	ED	ED,SD,ST
Core CAL Suite Bridge for Office 365 (User SL)								P	E		
Core CAL Suite Bridge for Office 365 and Microsoft Intune (User SL)									E		
Core CAL Suite Bridge for Microsoft Intune (User SL)									E		

Core CAL Suite Bridge for Enterprise Mobility+ Security (User SL)			
Enterprise CAL Suite (Device and User)	(2)	8	2
Enterprise CAL Suite Bridge for Office 365 (User SL)			
Enterprise CAL Suite Bridge for Office 365 From SA (User SL)			
Enterprise CAL Suite Bridge for Office 365 and Microsoft Intune (User SL)			
Enterprise CAL Suite Bridge for Microsoft Intune (User SL)			
Enterprise CAL Bridge for Enterprise Mobility + Security (User SL)			
Enterprise CAL Bridge for Enterprise Mobility + Security From SA (User SL)			

2. Product Conditions

Prior Version: N/A	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True Up Eligible: N/A
UTD Discount: Core CAL or Enterprise CAL Suite		

2.1 Process to Determine Applicable Use Rights for CAL Suites
A CAL Suite License is version-less and the access rights are determined by the status of the SA coverage on it. If SA coverage lapses, access rights under perpetual Licenses are determined based on the use rights in effect for the versions that were current prior to the lapse.

2.2 Components of CAL Suite
Refer to Appendix A, CAL/Management License Equivalent Licenses chart for the current components of the Core CAL Suite and the Enterprise CAL Suite.

2.3 Online Services Included with Enterprise CAL Suite
Enterprise CAL Suite with active SA coverage also includes the rights to Exchange Online Archiving for Exchange Server, Data Loss Prevention, and Exchange Online Protection. For customers under Microsoft Business Agreements dated prior to October 2010 and Enrollments dated prior to July 2011, purchase and use of the Online Services included with Enterprise CAL Suite is governed by the Supplemental Terms for Online Services used with Software – Legacy Agreements in Appendix A – Program Agreement Supplemental Terms in the June 2015 Product List at http://go.microsoft.com/?linkid=9839207.

2.4 CAL Suite Bridge for O365, for O365 & Intune, and for Intune

2.4.1 CAL Suite Bridges Requirements
A CAL Suite Bridge may be required when replacing a CAL Suite with a comparable software and Online Service combination. When a CAL Suite Bridge is required the number of CAL Suite Bridge User SLs should be the same number of User SLs for the qualifying Online Service.

A CAL Suite Bridge is an Enterprise Product, and may only be licensed in conjunction with its qualifying Online Service to satisfy the Organization Wide requirement of either that CAL Suite Bridge or its parent CAL Suite.

CAL Suite Bridge	Parent CAL Suite	Qualifying Online Service
Core CAL Suite Bridge for Office 365*	Core CAL Suite	Office 365 Enterprise E1, or Office 365 Enterprise E3, or Office 365 Enterprise E5
Core CAL Suite Bridge for Office 365 and Microsoft Intune	Core CAL Suite	Office 365 Enterprise E1 and Microsoft Intune, or Office 365 Enterprise E3 and Microsoft Intune, or Office 365 Enterprise E5 and Microsoft Intune
Core CAL Suite Bridge for Microsoft Intune	Core CAL Suite	Microsoft Intune
Core CAL Suite Bridge for Enterprise Mobility + Security*	Core CAL Suite	Enterprise Mobility + Security E3, or Enterprise Mobility + Security E5
Enterprise CAL Suite Bridge for Office 365*	Enterprise CAL Suite	Office 365 Enterprise E3, or Office 365 Enterprise E5
Enterprise CAL Suite Bridge for Office 365 and Microsoft Intune	Enterprise CAL Suite	Office 365 Enterprise E3 and Microsoft Intune, or Office 365 Enterprise E5 and Microsoft Intune
Enterprise CAL Suite Bridge for Microsoft Intune	Enterprise CAL Suite	Microsoft Intune
Enterprise CAL Suite Bridge for Enterprise Mobility + Security*	Enterprise CAL Suite	Enterprise Mobility + Security E3, or Enterprise Mobility + Security E5

**CAL Suite Bridge From SA User SLs require fully paid, perpetual Licenses with active SA for the equivalent Parent CAL Suite. CAL Suite Bridge From SA User SL may also be purchased instead of Subscription Licenses for the Products if the Subscription License was purchased at least three years prior to the purchase of the From SA User SL.*

2.4.2 Student Only CALs (Academic Open License and Academic Select)
Student Only CALs are restricted to license student owned PCs or institution owned PCs dedicated to an individual student and are not for use in labs or classrooms.

3. Use Rights

License Terms: Universal; Server/CAL, Per Core/CAL, Management Server	Product-Specific License Terms: N/A	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: N/A
Notices: N/A		

4. Software Assurance

SA Benefits: Server	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - March 2014 (Forefront Unified Access Gateway 2010)	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

4.1 Extended Use Rights for Secure Productive Enterprise Customers
For qualifying customers, the Secure Productive Enterprise or a combination of Office 365 and Enterprise Mobility + Security provides access rights to the component service of Exchange Online Archiving for Exchange Server. "Qualifying Customers" are Enterprise Enrollment or Enterprise Subscription Enrollment customers who have active Software Assurance coverage for the Enterprise CAL Suite as of November 30, 2014.

Qualifying Customers licensed for Secure Productive Enterprise or the combination of Office 365 and Enterprise Mobility + Security have the same access to Exchange Online Archiving for Exchange Server as Enterprise CAL Suite provided.

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Core Infrastructure Server (CIS) Suite

1. Program Availability

Products	SA	L	WSA	SA	OL	OS	MPSA	OV/OVS	CA/CS	OVS-ES	EES
Core Infrastructure Server Suite Standard		1	3	2	OM			OM, P	A, SP	A	A
Core Infrastructure Server Suite Datacenter		15	23	8	OM			OM, P	A, SP	A	A

2. Product Conditions

Prior Version: N/A	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): All	Student Use Benefit: N/A	True-Up Eligible: N/A
EPD Discount: N/A		

2.1 Software Included with CIS Suite Standard
CIS Suite Standard includes the latest versions of Windows Server Standard and System Center Standard made available during Customer's SA coverage.

2.2 Software Included with CIS Suite Datacenter
CIS Suite Datacenter includes the latest versions of Windows Server Datacenter and System Center Datacenter made available during Customer's SA coverage.

3. Use Rights

License Terms: Universal	Product-Specific License Terms: All editions	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: N/A
Notices: N/A		

3.1 Applicable Use Rights
Customer's use of CIS Suite software is governed by the applicable License Terms for the individual Products comprising the CIS Suite software as modified by these License Terms. For each Server on which Customer runs CIS Suite software, the number of Licenses required equals the number

of Physical Cores on the Licensed Server, subject to a minimum of 8 Licenses per Physical Processor and a minimum of 16 Licenses per Server. Customer may assign additional CIS Suite Standard edition Licenses to the Licensed Server equal to the number specified in the prior sentence and run the server software in two additional OSEs and Manage two additional OSEs on the Licensed Server.

3.2 Server License and Management License Assignment
For purposes of applying License Terms for Windows Server and System Center to Customer's use of CIS Suite, Customer is deemed to have assigned to the Licensed Server Windows Server and System Center Licenses equal to the number of CIS Suite Licenses assigned to the Server.

3.3 Additional Terms
Customer may run a prior version or a down edition of any of the individual Products included in the CIS Suite as permitted in the license terms for that Product in the Product Terms.

All other requirements to acquire and assign External Connector Licenses, CALs and Management Licenses to users or devices for access and management, as set forth in the Product Terms, remain in full force and effect.

4. Software Assurance

SA Benefits: Server	Disaster Recovery: All editions	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - March 2014, Product Terms - October 2016	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: Yes	

4.1 Microsoft Azure Hybrid Use Benefit
Refer to Section 7. Microsoft Azure Hybrid Use Benefit of the Microsoft Azure Product Entry for deploying Windows Server images on Microsoft Azure.

4.2 Nano Server
Customers with active SA on CIS Suite Standard or Datacenter Licenses may install, use, and Manage the Nano Server deployment option.

4.3 System Center Configuration Manager Current Branch Rights
Customers with active SA on CIS Suite Standard or Datacenter Licenses may install and use the Current Branch option of System Center Configuration Manager.

4.4 Software Assurance Rights and Benefits for Subscription Licenses
Any Subscription License Customer acquires under SCE is granted the same SA rights and benefits during the term of the subscription as Licenses with SA coverage.

4.5 Server and Cloud Enrollment (SCE) - Right to manage OSEs on Microsoft Azure under CIS Suite Licenses
SCE Customers who have met the enrollment coverage requirements and are licensed for and using CIS Suite to manage OSEs in their own data centers, may also use System Center software licensed under CIS Suite to manage their qualifying Virtual OSEs running within Microsoft Azure. For every 16 CIS Suite core Licenses or each CIS Suite processor License covered by a customer's SCE, the customer may manage up to 10 qualifying Virtual OSEs running within Microsoft Azure. Qualifying Virtual OSEs include:

- Windows Server Virtual Machine Instances (including Instances deployed under Azure HUB)
- Cloud Services Instances (Web role and Worker role)
- Storage Accounts
- SQL Databases
- Websites Instances

4.6 Software Assurance Renewal Offer for Windows Server and System Center
Customers who have Licenses with active SA for both of the Products in Column A of the table below may, upon expiration of that coverage, acquire SA for the corresponding CIS Suite in Column B without acquiring the underlying CIS Suite License.

Column A	Column B
Windows Server Standard (2-pack Core License) System Center Standard (2-pack Core License)	Core Infrastructure Server Suite Standard (2-pack Core License)
Windows Server Datacenter (2-pack Core License) System Center Datacenter (2-pack Core License)	Core Infrastructure Server Suite Datacenter (2-pack Core License)

Customers who license and use CIS Suite (Standard or Datacenter) under this offer may no longer use software under their qualifying Licenses shown in Column A. Licenses and SA acquired under a subscription agreement do not qualify for this offer.

1. Program Availability

Products	Qty	L	Fee	SA	OE	SPLA	Dev/Test	Govt	Over 25	EES
Forefront Identity Manager 2010 R2 - Windows Live Edition	5/12	25	38	13					A	A

2. Product Conditions

Prior Version: Forefront Identity Manager 2010 - Windows Live Edition (4/10)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SLE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

2.1 Forefront Identity Manager 2010 – Windows Live Edition
Forefront Identity Manager 2010 – Windows Live Edition is the next version for Identity Lifecycle Manager 2007 – Windows Live Edition.

3. Use Rights

License Terms: Universal; Specialty Server	Product-Specific License Terms: All editions	Additional Software: Yes
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: N/A
Notices: N/A		

3.1 Importing identity data: Forefront Identity Manager 2010 R2 Windows Live Edition
Customer may use the software to import identity data, and changes to those data, from one or more connected data sources and to facilitate the synchronization and transfer of those data, between Customer's connected data sources and the Microsoft Passport Network / Windows Live ID service. Customer may not use the software for any other purpose.

3.2 Additional Software

Client Software		

4. Software Assurance

SA Benefits: Server	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: N/A	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

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Microsoft Dynamics

Microsoft Dynamics 365 On-premises

1. Program Availability

Products	Qty	L	Fee	SA	OE	SPLA	Dev/Test	Govt	Over 25	EES
Microsoft Dynamics 365 for Team Members On-premises CAL (Device and User)	12/16	(1)	2	1	OM			OM, P	A	A	AST
Microsoft Dynamics 365 for Customer Service On-premises CAL (Device and User)	12/16	(1)	2	1	OM			OM, P	A	A	AST
Microsoft Dynamics 365 for Sales On-premises CAL (Device and User)	12/16	(1)	2	1	OM			OM, P	A	A	AST

2. Product Conditions

Prior Version: Microsoft Dynamics CRM 2016 (12/15), Microsoft Dynamics CRM 2015 (12/14)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: All	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal; Server/CAL	Product-Specific License Terms: All editions	Additional Software: All editions
Client Access Requirements: All editions	External User Access Requirements: Licensed with CALs, except for (i) Customer's or its Affiliates' contractors or agents; or (ii) access through Microsoft Dynamics 365 Clients	Included Technologies: N/A
Notices: Internet-based Features, Bing Maps		

3.1 Microsoft Dynamics 365 for Team Members On-premises CAL Server Software Access

Access to server software for Team Members use.

Access License	Microsoft Dynamics 365 for Team Members On-premises CAL (Device and User)	Microsoft Dynamics 365 for Team Members, Enterprise edition (User SL)

3.2 Microsoft Dynamics 365 for Sales On-premises CAL Server Software Access

Access to server software for Sales use.

Access License	Microsoft Dynamics 365 for Sales On-premises CAL (Device and User) CAL Equivalent License (see Appendix A)	Microsoft Dynamics 365 for Sales, Enterprise edition (User SL)

3.3 Microsoft Dynamics 365 for Customer Service On-premises CAL Server Software Access

Access to server software for Customer Service use.

Access License	Microsoft Dynamics 365 for Customer Service On-premises CAL (Device and User) CAL Equivalent License (see Appendix A)	Microsoft Dynamics 365 for Customer Service, Enterprise edition (User SL)

3.4 Server Use Rights for Dynamics 365 CALs

Customers with Microsoft Dynamics 365 CALs may install and use any number of copies of the Microsoft Dynamics 365 Server software on a server.

3.5 Eligibility for Qualified Offers

Customers renewing an agreement with Microsoft Dynamics CRM CAL Licenses as of November 1, 2016 may acquire Microsoft Dynamics 365 On-premises CAL Qualified Offer Licenses in agreement renewals before October 31, 2019.

3.4 Additional Software

MarketingPilot Connector for Microsoft Dynamics CRM (Workgroup Server 2016 only)	Microsoft Dynamics CRM 2016 Best Practices Analyzer	Microsoft Dynamics CRM 2016 Microsoft Office Outlook
Microsoft Dynamics CRM 2016 Multilingual User Interface (MUI)	Microsoft Dynamics CRM 2016 Report Authoring Extensions	Microsoft Dynamics CRM Reporting Extensions for Microsoft Dynamics CRM 2016
Microsoft Dynamics CRM for supported devices	Microsoft E-Mail Router and Rule Deployment Wizard for Microsoft Dynamics CRM 2016	Microsoft Dynamics Marketing Connector for Microsoft Dynamics CRM (not Workgroup Server)
Microsoft SharePoint Grid for Microsoft Dynamics CRM 2016		

4. Software Assurance

SA Benefits: Server	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - November 2014 and June 2015; Product Terms December 2016	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

4.1 Server Downgrade Rights

Customer may use Microsoft Dynamics CRM Server 2016 or any previous versions of the server software in place of Microsoft Dynamics 365 Server.

4.2 Unified Service Desk (USD)

For each Microsoft Dynamics 365 for Sales On-premises CAL or Dynamics 365 for Customer Service On-premises CAL for which Customer has SA, Customer may install and use USD on a Licensed Device. The right to use USD is limited to the user or device to whom the qualifying CAL is assigned.

4.3 Microsoft Dynamics CustomerSource

Microsoft Dynamics 365 On-premises CAL customers with active SA will have access to CustomerSource.

Microsoft Dynamics AX

1. Program Availability

Products											
Microsoft Dynamics AX 2012 R3 Server	5/14	(50)							A		A
Microsoft Dynamics AX 2012 R3 Store Server	5/14	(10)							A		A
Microsoft Dynamics AX 2012 R3 Standard Commerce Server Core (2-pack Core License)	5/14	(125)							A		A
Microsoft Dynamics AX 2012 R3 Self Serve CAL (Device and User)	5/14	(1)							A		A
Microsoft Dynamics AX 2012 R3 Task CAL (Device and User)	5/14	(1)							A		A
Microsoft Dynamics AX 2012 R3 Task Additive CAL (Device and User)	5/14	(1)							A		A
Microsoft Dynamics AX 2012 R3 Functional CAL (Device and User)	5/14	(15)							A		A
Microsoft Dynamics AX 2012 R3 Functional Additive CAL (Device and User)	5/14	(10)							A		A
Microsoft Dynamics AX 2012 R3 Enterprise CAL (Device and User)	5/14	(50)							A		A
Microsoft Dynamics AX 2012 R3 Enterprise Additive CAL (Device and User)	5/14	(25)							A		A

2. Product Conditions

Prior Version: Microsoft Dynamics AX 2012 R2 (12/12)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal; Server/CAL - Server and Store Server, Per Core - Standard Commerce Server Core	Product-Specific License Term: All editions	Additional Software: All editions
Client Access Requirements: All editions (except Standard Commerce Server Core)	External User Access Requirements: Licensed with Server	Included Technologies: N/A
Notices: N/A		

3.1 Server Software Access

Record time resulting solely for payroll processing; record expenses solely for reimbursement; manage personal information; create requisitions and manage budgets related to these activities

Access License	Microsoft Dynamics AX 2012 R3 Self-Serve CAL	Microsoft Dynamics 365 for Team Members, Enterprise edition (User SL)

3.1.1 Additional Functionality Associated with Microsoft Dynamics AX 2012 R3 Task CAL

Record and approve any type of time and expenses; approve invoices; approve all self-serve related transactions; operate a point of sale device or a warehouse device; and operate a store manager device

Additive Access License	Microsoft Dynamics AX 2012 R3 Task CAL Microsoft Dynamics 365 for Operations, Enterprise edition (User SL) CAL Equivalent License (See Appendix A)	Microsoft Dynamics AX 2012 R3 Task Additive CAL Microsoft Dynamics 365 for Team Members, Enterprise edition (User SL)

3.1.2 Additional Functionality Associated with Microsoft Dynamics AX 2012 R3 Functional CAL

Use established operational cycles and business processes provided by the software; create and update (i) position requisitions or (ii) master data records pertaining to applicants, employees, customers, vendors, or parts catalogs; and approve all task and self-serve related transactions.

Additive Access License	Microsoft Dynamics AX 2012 R3 Functional CAL Microsoft Dynamics 365 for Operations, Enterprise edition (User SL)	Microsoft Dynamics AX 2012 R3 Functional Additive CAL CAL Equivalent License (See Appendix A)

3.1.3 Additional Functionality Associated with Microsoft Dynamics AX 2012 R3 Enterprise CAL
Unrestricted access to all the functionality in the server software across the ERP solution

Additive Access License	Microsoft Dynamics AX 2012 R3 Enterprise CAL	Microsoft Dynamics AX 2012 R3 Enterprise Additive CAL
	Microsoft Dynamics 365 for Operations, Enterprise edition (User SL)	CAL Equivalent License (See Appendix A)

3.2 Modification Right
The software may include plug-ins, runtime, and other components identified in printed or online documentation that allow Customer to extend its functionality. Customer may modify or create derivative works of these components and use those derivative works, but only with the software and only for Customer's internal purposes.

3.3 Dynamics AX Standard Commerce Server Core -- Core Factor
The License minimum per Physical Processor does not apply to Dynamics AX Standard Commerce Server Core. The number of Licenses required equals the number of Physical Cores on the Licensed Server multiplied by the applicable Core Factor located at http://go.microsoft.com/fwlink/?LinkID=229882.

3.4 Additional Software

Management Reporter Designer Client Software for Microsoft Dynamics AX 2012 R3 Server	Microsoft Dynamics AX 2012 R3 Windows Rich Client Software	

4. Software Assurance

SA Benefits: Server	Disaster Recovery: All editions	Fail-Over Rights: All editions (server and core licenses only)
License Mobility: All editions (server and core licenses only)	Migration Rights: Product List - June 2015	Roaming Rights N/A
Self Hosting: All editions	SA Equivalent Rights N/A	

4.1 Localization and Updates
Customer is eligible to receive and use updates related to government tax and regulatory requirements on Licensed Servers provided it has active SA for the Licensed Servers and CALs.

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Microsoft Identity Manager

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/ST	MPSA	OV/CVS	CA/TES	CVS-ES	CES
Microsoft Identity Manager 2016 CAL (User)	8/15	1	2	1				P	A	A	AO,ST
Microsoft Identity Manager 2016 External Connector	8/15	125	188	63	OM			P	A	A	A

2. Product Conditions

Prior Version: Forefront Identity Manager 2010 R2 (5/12)	Product Pool: Server	Down Editions N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions N/A	Qualified User Exemption N/A	Reduction Eligible: N/A
Reduction Eligible (SCE) N/A	Student Use Benefit N/A	True-Up Eligible N/A
UTD Discount N/A		

3. Use Rights

License Terms: Universal	Product-Specific License Terms: All editions	Additional Software: Yes
Client Access Requirements N/A	External User Access Requirements: N/A	Included Technologies: N/A
Notices N/A		

3.1 Additional Software

Client Software		

4. Software Assurance

SA Benefits: Server	Disaster Recovery: Yes	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: N/A	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

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Office Applications

Office Desktop Applications

1. Program Availability

Products	OL	L	USA	SA	OL	S/SA	MPSA	OV/OVS	EA/EAS	OVS-ES	ESS
Access 2016	10/15	1	2	1				P			
Excel 2016	10/15	1	2	1				P			
Office Standard 2016	10/15	2	3	1				P			
Office Professional Plus 2016	10/15	2(1)	4	2				E, P	E	ED	EDISD,ST
Office Home & Student 2013 RT Commercial Use	10/12	1	2	1							
Office Multi Language Pack 2013	10/12	1	2	1				P	A		
Outlook 2016	10/15	1	2	1				P			
PowerPoint 2016	10/15	1	2	1				P			
Project Standard 2016	10/15	2	4	2				P	A		
Project Professional 2016	10/15	4(1)	6	2				P	A	A	A,AO,ST
Publisher 2016	10/15	1	2	1				P			
Skype for Business 2016	10/15	1	2	1				P	A	A	A,AO,ST
Visio 2016 Standard	10/15	1	2	1				P	A		
Visio 2016 Professional	10/15	2(1)	3	1				P	A		
Word 2016	10/15	1	2	1				P			
Work at Home for Office Standard 2016	10/15	2							A		
Work at Home for Office Professional Plus 2016	10/15	2							A		

2. Product Conditions

Prior Version: Office 2013 and Office 2013 Applications (10/12), Lync 2013 (10/12)	Product Pool: Application	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: Work at Home	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: Office Professional Plus		

2.1 Project Professional 2016
Customers who license Project Professional 2016 are deemed to have one Project Server 2016 Device CAL for each Project Professional 2016 License. The right to access Project Server 2016 under that CAL will expire when the corresponding Project Professional 2016 License expires.

2.2 Work at Home
A Work at Home License is an optional License that can be acquired only in conjunction with a full License for Office Standard or Office Professional Plus. It permits the Primary User of the software to also install and use the software on one device outside of Customer's or its Affiliates' premises (e.g., at the user's home).

2.3 Platform Independent
Customer may run either the version licensed or a different platform version, provided that the different platform version was available when the original licensed version became available. If the components of a Product suite vary by platform version, Customer may use the components of the suite that it chooses to deploy and only those components; Customer may not mix components across platform versions. SA for a platform independent License permits Customer to use, in place of the licensed Product the most current version of either platform version of the Product that becomes available during the term of coverage.

2.4 Successor Versions
Skype for Business 2016 is the successor version to Lync 2013.

2.5 Office Online Server
Customers purchasing Office Standard 2016 or Office Professional Plus 2016 licenses before August 1, 2016 may use the editing functionality described in the Office Online section Appendix B with those licenses. This right expires on August 1, 2019.

3. Use Rights

License Terms: Universal; Desktop Applications	Product-Specific License Terms: Office suites and Office Home & Student RT Commercial Use Rights	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: Office Web Apps Server 2013 (Office suites only)
Notices: Bing Maps (Excel and Office Professional Plus); H.264/MPEG-4 and/or VC-1 (Skype for Business); Internet-based Features		

3.1 Office Home & Student 2013 RT Commercial Use Rights
Upon assigning the License to a device that is separately licensed for Office Home & Student 2013 RT, Customer may use the Office Home & Student software for commercial use, despite anything to the contrary in the Office Home & Student 2013 RT license terms.

3.2 Office Professional Plus 2016 and Office Standard 2016 – Office Home & Student 2013 RT Commercial Use
Each Primary User of a Licensed Device running Office Professional Plus 2016 or Office Standard 2013 may use the software licensed separately under an Office Home & Student 2013 RT license for commercial use, despite anything to the contrary in the Office Home & Student 2013 RT license terms.

4. Software Assurance

SA Benefits: Application	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - June 2015 (Office Multi-Language Pack and Visio Premium 2010)	Roaming Rights: Office, Project and Visio
Self Hosting: N/A	SA Equivalent Rights: N/A	

4.1 Project Professional 2016
Customers with active SA for their Project Professional License will be deemed to have SA for their corresponding complimentary Project Server CAL. That deemed SA coverage will expire when the Project Professional coverage expires.

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Office for Mac

1. Program Availability

Product	DA	L	VDA	SA	SL	SA	MPSA	Sw/OVS	Sw/OVS	EWS	EES
Excel 2016 for Mac	8/15	1	2	1				P			
Lync for Mac 2011	9/10	1	2	1				P			
Office 2016 for Mac Standard	8/15	2(1)	3	1				P			
Outlook 2016 for Mac	8/15	1	2	1				P			
PowerPoint 2016 for Mac	8/15	1	2	1				P			
Word 2016 for Mac	8/15	1	2	1				P			
Work at Home for Mac 2016	8/15	2									

2. Product Conditions

Prior Version: Office for Mac 2011 and Office for Mac 2011 Applications (9/10)	Product Pool: Application	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: Work at Home	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefits: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

2.1 Successor Versions
Outlook for Mac 2011 is the successor version to Entourage for Mac 2008. Lync for Mac 2011 is the successor version to Communicator for Mac 2011.

2.2 Work at Home
A Work at Home License is an optional License that can be acquired only in conjunction with a full License for Office for Mac. It permits the Primary User of the software to also install and use the software on a device outside of Customer's or its Affiliate's premises (e.g., at the user's home).

2.3 Platform Independent
Customer may run either the version licensed or a different platform version, provided that the different platform version was available when the original licensed version became available. If the components of a Product suite vary by platform version, then Customer may use the components of the suite that it chooses to deploy and only those components; Customer may not mix components across platform versions. SA for a platform independent License permits Customer to use, in place of the licensed Product the most current version of either platform version of the Product that becomes available during the term of coverage.

3. Use Rights

License Terms: Universal; Desktop Applications	Product-Specific License Terms: Office for Mac	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: Office Web Apps Server 2013 (Office suite only)
Notices: Internet-based Features		

3.1 Office Home & Student 2013 RT Commercial Use
The Primary User of an Office 2016 for Mac Standard Licensed Device may use the software licensed separately under an Office Home & Student 2013 RT license for commercial use, despite anything to the contrary in the Office Home & Student 2013 RT license terms.

4. Software Assurance

SA Benefits: Application	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - June 2015 (Communicator for Mac 2010, Entourage for Mac 2008)	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

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Office Servers

Exchange Server

1. Program Availability

Products	L/M	L	VDA	SA	PL	SWC	MPSA	Platform	TW ESS	OVS ESS	ESS
Exchange Server Enterprise 2016	10/15	50	75	25				P	A	A	A
Exchange Server Enterprise 2016 CAL (Device and User)	10/15	1	2	1				P	A	A	AO,ST
Exchange Server Standard 2016	10/15	10	15	5				P	A	A	A
Exchange Server Standard 2016 CAL (Device and User)	10/1	1	2	1				P		A	AO,ST

2. Product Conditions

Prior Version: Exchange Server 2013 (10/12)	Product Pool: Server	Down Editions: Enterprise to Standard
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal; Server/CAL	Product-Specific License Terms: N/A	Additional Software: All editions
Client Access Requirements: All editions	External User Access Requirements: Licensed with Server (access to Additional Functionality requires	Included Technologies: N/A

	both Base and Additive CALs)	
Notices: N/A		

3.1 Server Software Access

Base Access License	Exchange Server 2016 Standard CAL Exchange Online Plan 1 G User SL Exchange Online Plan 2A User SL CAL Equivalent License (refer to Appendix A)	Exchange Online Plan 1 User SL Exchange Online Plan 2 User SL Exchange Online Plan 2G User SL

3.1.1 Additional Functionality Associated with Exchange Enterprise CAL

In-Place Archive, In-Place Holds (Indefinite, Query-based, and Time-based), Advanced Mobile Policies, Information Protection and Compliance, Custom Retention Policies, Per User/Distribution List Journaling, Site Mailboxes – Compliance, Data Loss Prevention

Additive Access License	Exchange Server 2016 Enterprise CAL Exchange Online Plan 2A User SL CAL Equivalent License (refer to Appendix A)	Exchange Online Plan 2 User SL Exchange Online Plan 2G User SL

3.2 Additional Software

Exchange Management Tools		

4. Software Assurance

SA Benefits: Server	Disaster Recovery: All Server editions	Fail-Over Rights: N/A
License Mobility: All editions (server licenses only)	Migration Rights: Product List - June 2015(External Connector)	Roaming Rights: N/A
Self Hosting: All editions	SA Equivalent Rights: N/A	

4.1 Exchange Enterprise CAL with Services 2016 Supplemental Terms and Conditions

Exchange Server Enterprise CAL with active SA coverage includes the rights to Data Loss Prevention and Exchange Online Protection. For customers under Microsoft Business Agreements dated prior to October 2010 and Enrollments dated after July 2011, the Supplemental Terms for Online Services used with Software – Legacy Agreements section of Appendix A – Program Agreement Supplement Terms in the June 2015 Product List at http://go.microsoft.com/?linkid=9839207 apply to purchase and use of the Online Services included with Exchange Enterprise CAL with Services 2016.

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Project Server

1. Program Availability

Products	NA	L	L/SA	SA	OL	S/S+	MPSA	DL/OVS	FA/FAS	OVS/FS	CFS
Project Server 2016	5/16	50	75	25				P	A	A	A
Project Server 2016 CAL (Device and User)	5/16	1	2	1				P	A	A	A

2. Product Conditions

Prior Version: Project 2013 (10/12)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal; Server/CAL	Product-Specific License Terms: N/A	Additional Software: Yes
Client Access Requirements: Yes	External User Access Requirements: CAL	Included Technologies: N/A
Notices: N/A		

3.1 Server Software Access

Base Access License	Project Server 2016 CAL Project Online Professional User SL	Project Online Essentials User SL Project Online Premium User SL

3.2 Additional Software

Software Development Kit		

4. Software Assurance

SA Benefits: Server	Disaster Recovery: Project Server	Fail-Over Rights: N/A
License Mobility: Server licenses only	Migration Rights: N/A	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

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SharePoint Server

1. Program Availability

Products	DA	TV	PSA	SA	OL	S/SL	MPSA	OV/OVS	FA/FAS	OVS/ES	TES
Microsoft Office Audit and Control Management Server 2013	4/13	50	75	25				P	A	A	A
SharePoint Server 2016	5/16	50	75	25				P	A,SP	A	A
SharePoint Server 2016 Standard CAL (Device and User)	5/16	1	2	1				P		A	AO,ST
SharePoint Server 2016 Enterprise CAL (Device and User)	5/16	1	2	1				P	A	A	AO,ST

2. Product Conditions

Prior Version: SharePoint Server 2013 (10/12), no prior version for Microsoft Office Audit and Control Management Server	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): SharePoint Server	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal; Server/CAL	Product-Specific License Terms: Yes	Additional Software: Yes
Client Access Requirements: Yes	External User Access Requirements: Licensed with Server	Included Technologies: N/A
Notices: N/A		

3.1 Microsoft Audit and Control Management Server 2013 Server Software Access

Base Access License	SharePoint Server 2013 Standard CAL and SharePoint Server 2013 Enterprise CAL CAL Equivalent License (refer to Appendix A)	SharePoint Online Plan 2 User SL

3.2 SharePoint Server 2016 Server Software Access

Base Access License	SharePoint Server 2016 Standard CAL CAL Equivalent License (refer to Appendix A)	SharePoint Online Plan 1 or 2 User SL SharePoint Online Plan 2 User SL

3.2.1 Additional SharePoint Server Functionality Associated with SharePoint Enterprise CAL

Business Connectivity Services Line of Business Webparts; Office 2016 Business Connectivity Services Client Integration; Access Services; Enterprise Search; E-discovery and Compliance; InfoPath Forms Services; Excel Services, PowerPivot, and PowerView; Visio Services; PerformancePoint Services; Custom Analytics Reports; and Advanced Charting.

Additive Access License	SharePoint Server 2016 Enterprise CAL CAL Equivalent License (refer to Appendix A)	SharePoint Online Plan 2 User SL

3.3 CAL Waiver for Users Accessing Publicly Available Content

CALs are not required to access content, information, and applications that Customer makes publicly available to users over the Internet (i.e., where access is not restricted to Intranet or Extranet scenarios).

3.4 Additional Software

Software Development Kit		

4. Software Assurance

SA Benefits: Server	Disaster Recovery: SharePoint Server and Office Audit and Control Management Server	Fail-Over Rights: N/A
License Mobility: SharePoint Server and Office Audit and Control Management Server (server licenses only)	Migration Rights: Product List - June 2015 (SharePoint Server and SharePoint Server for Internet Sites)	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

Skype for Business Server

1. Program Availability

	OA	L	OEA	SA	OL	SNS	MPSA	CW/CWS	EQ/EQS	OVS/OVS-S	EES
Skype for Business Server 2015	5/15	50	75	25				P	A	A	A
Skype for Business Server 2015 Standard CAL (Device and User)	5/15	1	2	1				P		A	AO,ST
Skype for Business Server 2015 Enterprise CAL (Device and User)	5/15	1	2	1				P	A	A	AO,ST
Skype for Business Server 2015 Plus CAL (Device and User)	5/15	1	2	1				P	A,E	A	A,ST
Skype for Business Plus CAL (User SL)							UC	P	A,UC		

2. Product Conditions

Prior Version: Lync Server 2013 (10/12), Lync Server 2010 Standard and Enterprise (12/10)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (S...): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal; Server/CAL	Product-Specific License Terms: N/A	Additional Software: Yes
Client Access Requirements: All editions	External User Access Requirements: Licensed with Server	Included Technologies: Windows Software Components
Notices: H.264/MPEG-4 and/or VC-1		

3.1 Server Software Access

Base Access License	Skype for Business Server 2015 Standard CAL Skype for Business Online Plan 1 G User SL Skype for Business Online Plan 2A User SL CAL Equivalent License (refer to Appendix A)	Skype for Business Online Plan 1 User SL Skype for Business Online Plan 2 User SL Skype for Business Online Plan 2G User SL

3.1.1 Additional Functionality Associated with Skype for Business Server Enterprise CAL
Audio, Video and Web Conferencing, Desktop Sharing, Room Systems and Multiple HD Video Streams

Additive Access License	Skype for Business Server 2015 Enterprise CAL Skype for Business Online Plan 2A User SL Live Meeting Standard User SL CAL Equivalent License (refer to Appendix A)	Skype for Business Online Plan 2 User SL Skype for Business Online Plan 2G User SL Live Meeting Professional User SL

3.1.2 Additional Functionality Associated with Skype for Business Server Plus CAL
Voice Telephony and Call Management

Additive Access License	Skype for Business Server 2015 Plus CAL Skype for Business Online Cloud PBX User SL	CAL Equivalent License (refer to Appendix A) Skype for Business Plus CAL User SL

3.2 Additional Software

Administrative Tools	Archiving and Monitoring Server Role	Audio/Video Conferencing Server Role
Autodiscovery Service Role	Central Management Server Role	Director Role
Edge Server Role	Skype for Business Web App Server Role	Mediation Server Role
Microsoft Lync Phone Edition	Microsoft Skype for Business Server 2015 Control Panel	Microsoft Lync Server 2013 Group Chat Administration Tool
Microsoft Lync Web App	Mobility Service Role	PowerShell Snap-in
Reach Application Sharing Server Role	Persistent Chat Server Role	Survivable Branch Appliance Role
Topology Builder	Unified Communications Application Server Role	Video Interop Server Role
Web Conferencing Server Role		

4. Software Assurance

SA Benefits: Server	Disaster Recovery: Skype for Business Server	Fail-Over Rights: N/A
License Mobility: Server licenses only	Migration Rights: Product List - April 2015	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

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R Server

1. Program Availability

Program	EA	L	USA	SA	GL	SPLA	Open/OLS	Fox/OAS	Open LS	TLS
R Server 2016 for Hadoop	1/16						P	A	A	A
R Server 2016 for Linux	1/16						P	A	A	A
R Server 2016 for Teradata DB	1/16						P	A	A	A

2. Product Conditions

Prior Version: N/A	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: Per Core Products only	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal; Per Core – Linux editions, Specialty Servers – Hadoop and Teradata DB editions	Product-Specific License Terms: Specialty Server editions	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: N/A
Notices: N/A		

3.1 R Server 2016 for Hadoop and R Server for Teradata DB

Each Server License for R Server 2016 for Hadoop and R Server 2016 for Teradata DB covers up to 24 cores on a Licensed Server.

3.2 GNU Lesser General Public Licensed libraries

Licensed User may reverse engineer, decompile or disassemble the R Server software, or otherwise attempt to derive the source code for the R Server software (all editions) but only to the extent required to debug changes to any libraries licensed under the GNU Lesser General Public License that may be included with and linked to by the software.

4. Software Assurance

SA Benefits: Server	Disaster Recovery: All editions	Fail-Over Rights: N/A
License Mobility: Yes	Migration Rights: N/A	Roaming Rights: N/A
Self Hosting: Yes	SA Equivalent Rights: Yes	

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SQL Server

1. Program Availability

Product	DE	L	USP	SA	QL	S/S	MSD	DE/OVS	LA/A	OLS/S	FIS
SQL Server 2016 Standard	6/16	15	23	8				P	ASP	A	A
SQL Server 2016 Standard Core (2-pack Core License)	6/16	50	75	25				P	ASP	A	A
SQL Server 2016 Enterprise	6/16			38				P	ASP	A	A
SQL Server 2016 Enterprise Core (2-pack Core License)	6/16	125	188	63				P	ASP	A	A
SQL Server 2016 CAL	6/16	1	2	1				P	ASP	A	ACSI

2. Product Conditions

Prior Version: SQL Server 2014 (4/14)	Product Pool: Server – All editions	Down Editions: Enterprise Core to Standard, Business Intelligence, Workgroup or Small Business or 2008 R2 Datacenter; Standard to Workgroup or Small Business
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: Per Core Products only	Reduction Eligible: N/A
Reduction Eligible (SCE): All editions	Student Use Benefit: N/A	True Up Eligible: N/A
UTD Discount: N/A		

2.1 SQL Server 2016 Enterprise

New Server Licenses for SQL Server 2016 Enterprise (Server/CAL) are not available. Existing SA customers upgrading to the 2016 version should refer to the June 2016 Product Terms for their License Terms.

2.2 SQL Server Parallel Data Warehouse

SQL Server Parallel Data Warehouse is a deployment option for SQL Server 2016 Enterprise customers. Customers are eligible to use only the software builds made available during the term of their SA coverage.

2.3 SQL Server Parallel Data Warehouse Optional Build without Oracle Java

Customers may acquire a build of the product with Oracle Java or, upon request, without Oracle Java. For more information refer to http://www.microsoft.com/en-us/sqlserver/solutions-technologies/data-warehousing/pdw.aspx.

3. Use Rights

License Terms: Universal; Server/CAL – Standard, Per Core – Standard Core and Enterprise Core	Product Specific License Terms: All editions	Additional Software: All editions
Client Access Requirements: Server/CAL editions only	External User Access Requirement: CALs (Server/CAL editions only)	Included Technologies: Windows Software Components
Notices: N/A		

3.1 Server Software Access

Base Access License	SQL Server 2016 CAL

3.2 Automatic Updates to Previous Versions of SQL Server

If the software is installed on Servers or devices running any supported editions of SQL Server prior to SQL Server 2012 (or components of any of them) this software will automatically update and replace certain files or features within those editions with files from this software. This feature cannot be switched off. Removal of these files may cause errors in the software and the original files may not be recoverable. By installing this software on a Server or device that is running such editions you consent to these updates in all such editions and copies of SQL Server (including components of any of them) running on that Server or device.

3.3 Running Instances for Standard Edition

For each Server License, software may be run in only one Physical OSE or Virtual OSE at a time, but Customer may use any number of Running Instances of the server software in that OSE.

3.4 Fail-Over Servers for Parallel Data Warehouse (PDW)

The PDW Appliance is a single unit made up of two or more compute nodes (Licensed Servers) all controlled by a single PDW control virtual machine (Virtual OSE). Technology is built in to the appliance which allows the software to fail-over to another compute node on the appliance. Customer does not need additional Licenses for the software running in fail-over OSEs as executed by the PDW Appliance technology.

3.5 Additional Software

3.5.1 Additional Software - All (except Parallel Data Warehouse)

Client Quality Connectivity	Client Tools Backwards Compatibility	Client Tools Connectivity
Client Tools SDK	Data Quality Client	Distributed Replay Client

Documentation Components	Management Tools - Basic	Management Tools - Complete
Reporting Services Add-In for SharePoint Products	SQL Client Connectivity SDK	

3.5.2 Additional Software - Parallel Data Warehouse

Parallel Data Warehouse Control Virtual Machine		

4. Software Assurance

SA Benefits: Server	Disaster Recovery: All editions	Fail-Over Rights: All editions (Not applicable to Parallel Data Warehouse)
License Mobility: All editions (Not applicable to Parallel Data Warehouse)	Migration Rights: SQL Server 2014 Business Intelligence and Parallel Data Warehouse (Section 4) Product List - March 2014 and June 2015	Roaming Rights: N/A
Self Hosting: All editions	SA Equivalent Rights: Yes	

4.1 SQL Server 2016 Enterprise Core - Unlimited Virtualization
Customer may run any number of instances of the server software in any number of OSEs on any Licensed Server for which it has full SA coverage on all of its core licenses for the Server.

4.2 SQL Server 2016 Enterprise Core - Parallel Data Warehouse Feature Updates
Customers with SA coverage are eligible for Parallel Data Warehouse feature releases (e.g., appliance updates) available between major product releases.

4.3 SQL Server Buy-Out Option under the Enrollment for Application Platform EAP
Customer may renew SA for SQL Server Enterprise Server/CAL Licenses, but the only buy-out option at the end of Customer's enrollment term will be for core Licenses.

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System Center

System Center Server

1. Program Availability

Product	DA	L	RMA	SA	OL	NS	MPSA	GovDec	Y/A/E/S	OS-3	EES
System Center 2016 Datacenter Server Management License (2-pack Core License)	10/16		13	8	OM			OM, P	A	A	A
System Center 2016 Standard Server Management License (2-pack Core License)	10/16		3	2	OM			OM, P	A	A	A

2. Product Conditions

Prior Version: System Center 2012 R2 (10/13)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal; Management Servers	Product-Specific License Terms: All editions	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: SQL Server Technology, Windows Software Components
Notices: Internet-based Features, Bing Maps		

3.1 Management License - System Center 2016 Standard

Server Management License	System Center 2016 Standard Management License

3.2 Management License - System Center 2016 Datacenter

Server Management License	System Center 2016 Datacenter Management License

3.3 SQL Server Technology
Customer may run any number of instances of any SQL Server database software included in the Product in one OSE for the limited purpose of supporting that Product and any other Product that includes SQL Server database software.

3.4 Windows Server Containers
Customer may Manage any number of OSEs instantiated as Windows Server Containers on the Licensed Server.

4. Software Assurance

SA Benefits: Server	Disaster Recovery: All editions	Fail-Over Rights: N/A
License Mobility: All editions (License Mobility through SA only)	Migration Rights: Product List - October 2013, Product Terms - October 2016	Roaming Rights: N/A
Self Hosting: All editions	SA Equivalent Rights: N/A	

4.1 Nano Server
Customers with active SA on System Center Standard or Datacenter Licenses may Manage the Nano Server deployment option.

4.2 System Center Configuration Manager Current Branch Rights
Customers with active SA on System Center Standard or Datacenter Licenses may install and use the Current Branch option of System Center Configuration Manager.

4.3 System Center Global Service Monitor
Customers with active SA coverage for the Management Licenses may use System Center Global Service Monitor to monitor the web applications running on OSEs licensed with these Management Licenses. Use of this Online Service is subject to the OST.

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System Center Configuration Manager

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/SA	M/SA	OV/OVS	EA/EAS	OV/OVS	EES
System Center Configuration Manager 1606 Client Management License per OSE	10/16		2	1				P		A	AO,ST
System Center Configuration Manager 1606 Client Management License per User	10/16		2	1				P		A	
System Center Configuration Manager 1606 Client Management License (Client ML) (Student Only)	10/16		2	1							

2. Product Conditions

Prior Version: System Center 2012 R2 Configuration Manager (10/13),	Product Pool: Server	Extended Term Eligible: N/A
Down Editions: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal; Management Servers	Product-Specific License Terms: Yes	Additional Software: N/A
Client Access Requirement: N/A	External User Access Requirement: N/A	Included Technologies: SQL Server Technology, Windows Software Components
Notices: Internet-based Features, Bing Maps		

3.1 Management License

Client Management License	System Center Configuration Manager 1606 (User or OSE)	Management License Equivalent License (refer to Appendix A)

	Microsoft Intune User SL

3.2 SQL Server Technology
Customer may run any number of instances of any SQL Server database software included in the Product in one OSE only for the purpose of supporting that Product and any other Product that includes SQL Server database software.

4. Software Assurance

SA Benefits: Server	Disaster Recovery: Yes	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - October 2013	Roaming Rights: N/A
Self Hosting: Yes	SA Equivalent Rights: N/A	

4.1 System Center Configuration Manager – VDI Rights
Customers with active SA coverage for System Center Configuration Manager CMLs, Core CALs, or Enterprise CALs (each, a "VDI qualifying license") may use the software to manage, at any one time, up to four Virtual OSEs in which software used remotely from the device or by the user to which that VDI qualifying License has been assigned, is running. Each Virtual OSE may be run on a different virtual desktop infrastructure hosts.

4.2 System Center Configuration Manager Current Branch Rights
Customers with active SA on System Center Configuration Manager Licenses, or with equivalent subscription rights, may install and use the Current Branch option of System Center Configuration Manager.

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System Center Data Protection Manager

1. Program Availability

Product	PIA		USA	SA	OL	SAL	MSL	OVS-ES	OVS-WS	OVS-DS	LES
System Center 2016 Data Protection Manager per OSE (Client ML)	1/17	(1)	2	1				P	A	A	ADST
System Center 2016 Data Protection Manager per User (Client ML)	1/17		2	1				P	A	A	

2. Product Conditions

Prior Version: System Center Data Protection Manager component of System Center 2012 Client Management Suite (10/13)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal; Management Servers	Product-Specific License Terms: Yes	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: SQL Server Technology, Windows Software Components
Notices: Internet-based Features, Bing Maps		

3.1 Management License

Client Management License	System Center 2016 Data Protection Manager License (User or OSE)

3.2 SQL Server Technology
Customer may run any number of instances of any SQL Server database software included in the Product in one OSE for the limited purpose of supporting that Product and any other Product that includes SQL Server database software.

4. Software Assurance

SA Benefits: Server	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - October 2013	Roaming Rights: N/A

Self Hosting: All editions	SA Equivalent Rights: N/A	

4.1 Software Assurance Migration for Customers with System Center 2016 Client Management Suite
System Center 2016 Client Management Suite was the last version of Client Management Suite. Each component of Client Management Suite is now licensed as a separate product. For purposes of this section 4.1, "Eligible License" means a System Center 2016 Client Management Suite management License with SA obtained by Customer as of January 1, 2017 and any System Center 2016 Client Management Suite management License with SA subsequently obtained under the same agreement through a programmatic true-up. For each Eligible License, Customer is granted one System Center 2016 Data Protection Manager management License, which will supersede and replace that Eligible License.

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System Center Endpoint Protection

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	FA/FAS	OVS-CS	FTS
System Center Endpoint Protection 1606 (Device and User SL)	10/16	1						P		A	A ST

2. Product Conditions

Prior Version: System Center 2012 R2 Endpoint Protection (10/13)	Product Pool: Server	Extended Term Eligible: N/A
Down Editions: N/A	Prerequisite: N/A	Prerequisite (SA): N/A
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal; Management Servers	Product-Specific License Terms: Yes	Additional Software: N/A
Client Access Requirement: N/A	External User Access Requirement: N/A	Included Technologies: N/A
Notices: Internet-based Features		

3.1 Device and User SLs
Customer may purchase Device or User SLs to meet the Client Management License requirement under the Management Servers License Model.

3.2 Server Management SLs
In addition to User SL requirements, Server Management Licenses are required for each Server in the number specified in the System Center 2016 Datacenter and Standard license terms. For purposes of this statement, OSEs running server operating systems that access System Center Endpoint Protection or related software are managed OSEs. For this paragraph, a "Servers" is a device on which Customer runs server operating system software.

3.3 Substitution of Scan Engines
Microsoft may substitute comparable software and files for the Online Service's:

- anti-virus and anti-spam software; and
- signature files and content filtering data files.

4. Software Assurance

SA Benefits: N/A	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - March 2014	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

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System Center Operations Manager

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	FA/FAS	OVS-CS	FTS

System Center 2016 Operations Manager per OSE (Client ML)	1/17	(1)	2	1									AQ,ST
System Center 2016 Operations Manager per User (Client ML)	1/17		2	1									

2. Product Conditions

Prior Version: System Center Operations Manager component of System Center 2012 Client Management Suite (10/13)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal; Management Servers	Product-Specific License Terms: Yes	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: SQL Server Technology, Windows Software Components
Notices: Internet-based Features, Bing Maps		

3.1 Management License

Client Management License	System Center 2016 Operations Manager License (User or OSE)

3.2 SQL Server Technology

Customer may run any number of instances of any SQL Server database software included in the Product in one OSE for the limited purpose of supporting that Product and any other Product that includes SQL Server database software.

4. Software Assurance

SA Benefits: Server	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Right: Product List - October 2013	Roaming Rights: N/A
Self Hosting: All editions	SA Equivalent Rights: N/A	

4.1 Software Assurance Migration for Customers with System Center 2016 Client Management Suite

System Center 2016 Client Management Suite was the last version of Client Management Suite. Each component of Client Management Suite is now licensed as a separate product. For purposes of this section 4.1, "Eligible License" means a System Center 2016 Client Management Suite management License with SA obtained by Customer as of January 1, 2017 and any System Center 2016 Client Management Suite management License with SA subsequently obtained under the same agreement through a programmatic true-up. For each Eligible License, Customer is granted one System Center 2016 Operations Manager management License, which will supersede and replace that Eligible License.

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System Center Orchestrator

1. Program Availability

Product	OE	L	SA	SP	OE	GAT/A	GAT/A	GV/OVS	FA/OVS	FA/SPLA	EES
System Center 2016 Orchestrator per OSE (Client ML)	1/17	(1)	2	1				F	A	A	AQ,ST
System Center 2016 Orchestrator per User (Client ML)	1/17		2	1				F	A	A	

2. Product Conditions

Prior Version: System Center Orchestrator component of System Center 2012 Client Management Suite (10/13)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal; Management Servers	Product-Specific License Terms: Yes	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: SQL Server Technology, Windows Software Components
Notices: Internet-based Features, Bing Maps		

3.1 Management License

Client Management License	System Center 2016 Orchestrator License (User or OSE)

3.2 SQL Server Technology

Customer may run any number of instances of any SQL Server database software included in the Product in one OSE for the limited purpose of supporting that Product and any other Product that includes SQL Server database software.

4. Software Assurance

SA Benefits: Server	Disaster Recovery: N/A	Fail Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - October 2013	Roaming Rights: N/A
Self Hosting: All editions	SA Equivalent Rights: N/A	

4.1 Software Assurance Migration for Customers with System Center 2016 Client Management Suite

System Center 2016 Client Management Suite was the last version of Client Management Suite. Each component of Client Management Suite is now licensed as a separate product. For purposes of this section 4.1, "Eligible License" means a System Center 2016 Client Management Suite management License with SA obtained by Customer as of January 1, 2017 and any System Center 2016 Client Management Suite management License with SA subsequently obtained under the same agreement through a programmatic true-up. For each Eligible License, Customer is granted one System Center 2016 Orchestrator License, which will supersede and replace that Eligible License.

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System Center Service Manager

1. Program Availability

Products	DA	T	T/SA	SA	OL	S/ST	N/DSA	OV/OLS	FV/FAS	OV/OLS	EES
System Center 2016 Service Manager per OSE (Client ML)	1/17	(1)	2	1				P	A	A	AO,ST
System Center 2016 Service Manager per User (Client ML)	1/17		2	1				P	A	A	

2. Product Conditions

Prior Version: System Center Service Manager component of System Center 2012 Client Management Suite (10/13)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal; Management Servers	Product-Specific License Terms: Yes	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: SQL Server Technology, Windows Software Components
Notices: Internet-based Features, Bing Maps		

3.1 Management License

Client Management License	System Center 2016 Service Manager License (User or OSE)

3.2 SQL Server Technology
Customer may run any number of instances of any SQL Server database software included in the Product in one OSE for the limited purpose of supporting that Product and any other Product that includes SQL Server database software.

4. Software Assurance

SA Benefits: Server	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - October 2013	Roaming Rights: N/A
Self Hosting: All editions	SA Equivalent Rights: N/A	

4.1 Software Assurance Migration for Customers with System Center 2016 Client Management Suite
System Center 2016 Client Management Suite was the last version of Client Management Suite. Each component of Client Management Suite is now licensed as a separate product. For purposes of this section 4.1, "Eligible License" means a System Center 2016 Client Management Suite management License with SA obtained by Customer as of January 1, 2017 and any System Center 2016 Client Management Suite management License with SA subsequently obtained under the same agreement through a programmatic true-up. For each Eligible License, Customer is granted one System Center 2016 Service Manager management License, which will supersede and replace that Eligible License.

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Virtual Desktop Infrastructure (VDI) Suite

Customers looking for information about how to license and use the VDI Suite should refer to the April 2015 Product Use Rights http://go.microsoft.com/?linkid=9839206 and June 2015 Product List http://go.microsoft.com/?linkid=9839207.

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Visual Studio

Visual Studio

1. Program Availability

Product	DA			SA	OL	SB	SCA	EA/EAS	EA/EAS	OVS-ES	EES
Visual Studio Professional 2015	9/15	2									
Visual Studio Professional 2015 with MSDN	7/15	(1)	2	1	OM			OM, P	ASP	A	A
Visual Studio Enterprise 2015 with MSDN	7/15	(1)	51	17	OM			OM, P	ASP	A	A
Visual Studio Test Professional 2015 with MSDN	7/15	(1)	9	3	OM			OM, P	ASP	A	A
MSDN Platforms	6/13	(1)	9	3	OM			OM, P	ASP	A	A

2. Product Conditions

Prior Version: Visual Studio 2013 (10/13)	Product Pool: Applications	Down Editions: Enterprise to Professional
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): All	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

2.1 Visual Studio Premium 2013 with MSDN and Visual Studio Ultimate 2013 with MSDN
Visual Studio Enterprise 2015 with MSDN is the successor version to Visual Studio Premium 2013 with MSDN and Visual Studio Ultimate 2013 with MSDN.

2.2 License Grant for SQL Server Parallel Data Warehouse Developer
Each Licensed User of Visual Studio Professional with MSDN 2015, Visual Studio Enterprise 2015 with MSDN and Visual Studio Test Professional 2015 with MSDN is deemed to have one License for SQL Server 2012 Parallel Data Warehouse Developer.

2.3 License Grant for Visual Studio Team Foundation Server 2017
Each Licensed Users of Visual Studio Professional 2015 with MSDN, Visual Studio Enterprise 2017 with MSDN, Visual Studio Test Professional 2015 with MSDN and MSDN Platforms is deemed to have one Server License for Visual Studio Team Foundation Server 2017 and one Team Foundation Server User CAL. The CAL is for the sole use of the Licensed User.

2.4 Microsoft Azure Platform Services
Microsoft Azure benefits cannot be combined from multiple MSDN subscriptions onto a single Microsoft Azure account.

3. Use Rights

License Terms: Universal; Developer Tools	Product-Specific License Terms: All	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: SQL Server Technology, Windows Software Components, Microsoft SharePoint, Windows SDK, Microsoft Office Components, Microsoft Advertising SDK
Notices: Internet-based Features – All, Bing Maps – All (except MSDN Platforms), H.264/MPEG-4 AVC and/or VC-1 – All (except MSDN Platforms)		

3.1 BUILDSERVER.TXT File
Customer may install copies of the files in the BuildServer Lists found at http://go.microsoft.com/fwlink/?LinkId=286955 onto its build machines solely for the purpose of compiling, building, verifying and archiving its programs or to run quality or performance tests on its build machines as part of the build process.

3.2 Utilities
Customer may copy and install the Utilities listed at http://go.microsoft.com/fwlink/?LinkId=286955 that Customer receives with the software on to Customer's other third party machines solely to debug and deploy Customer's programs and databases that Customer develops with the software. Customer must delete all the Utilities installed onto a device when it finishes debugging its program or 30 days after it installs them on that device, whichever comes first. Microsoft is not responsible for any third party use of or access to Utilities Customers installs on any device.

3.3 System Center – Virtual Machine Manager (SCVMM) – Visual Studio Enterprise with MSDN, and Visual Studio Test Professional with MSDN
Each licensed user of Visual Studio Enterprise with MSDN or Visual Studio Test Professional with MSDN may install and run SCVMM with the Visual Studio software for the purpose of creating, deploying and managing lab environment(s). A lab environment is a virtual operating system environment used solely for the purpose of developing and testing Customer's programs. Customer does not need Management Licenses for that use.

3.4 Office Professional Plus 2016 – Visual Studio Enterprise with MSDN
Each Licensed User of Visual Studio Enterprise with MSDN may also install and use one copy of Office Professional Plus 2016 on one device for production use. Except as provided here, the Desktop Applications License Model in the License Terms section applies to the Licensed User's use of this software.

3.5 GNU Lesser General Public Licensed libraries
Licensed User may reverse engineer, decompile or disassemble the Visual Studio software, or otherwise attempt to derive the source code for the Visual Studio software solely to the extent required to debug changes to any libraries licensed under the GNU Lesser General Public License that may be included with and linked to by the software.

4. Software Assurance

SA Benefits: Applications	Disaster Recovery: N/A	Fail Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - March 2014 and Product Terms - September 2016	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: Yes	

4.1 Software Assurance Eligibility
Customers with expiring SA on any Visual Studio with MSDN License or an active retail subscription corresponding to the Visual Studio offerings in the Product Terms may renew coverage under any Visual Studio with MSDN license. When renewing to a different MSDN subscription level, the new use terms replace the prior use terms, and any software not included in the new MSDN subscription may no longer be used. Renewing into coverage that corresponds to a higher Visual Studio edition is facilitated through Step Up Licenses (refer Appendix B – Software Assurance).

4.2 MSDN Perpetual Rights
Customer's rights to use any software licensed through MSDN become perpetual when Customer's right to use Visual Studio becomes perpetual.

Visual Studio Team Foundation Server

1. Program Availability

Product	MA	L	SPLA	SA	OL	NFR	NGO	Online	OPLAS	OPLUS	EDU
Visual Studio Team Foundation Server 2017 with SQL Server 2016 Technology	12/16		8	3							
Visual Studio Team Foundation Server 2017 CAL (Device and User)	12/16		8	3							

2. Product Conditions

Prior Version: Visual Studio Team Foundation Server 2015 (9/15)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: All	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): All	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal; Server/CAL	Product-Specific License Terms: All	Additional Software: All
Client Access Requirements: Yes	External User Access Requirements: CALs	Included Technologies: SQL Server Technology, Windows Software Components, Microsoft SharePoint Foundation 2013
Notices: N/A		

3.1 Server Software Access

Base Access License	Visual Studio Team Foundation Server 2017 CAL	Visual Studio Team Services paid user

3.1.1 Additional Functionality
Test Management

Additive Access License	Visual Studio Test Professional 2015 with MSDN MSDN Platforms	Visual Studio Enterprise 2015 with MSDN Visual Studio Team Services Test Manager Extension

3.1.2 Additional Functionality
Package Management

Additive Access License	Visual Studio Enterprise 2015 with MSDN	Visual Studio Team Services Package Management Extension

3.2 Usage Not Requiring CALs

The following uses do not require CALs; view, edit, or enter work items; access Team Foundation Server Reporting; accessing Visual Studio Team Services via a Team Foundation Server 2017 Proxy; providing approvals to stages as part of the Release Management pipeline; and accessing Visual Studio Team Foundation Server through a pooled connection from another integrated application or service.

3.3 SQL Server Technology

Customer may run any number of instances of any SQL Server database software included in the Product in one OSE for the limited purpose of supporting that Product and any other Product that includes SQL Server database software.

3.4 GNU Lesser General Public Licensed libraries

Licensed User may reverse engineer, decompile or disassemble the Visual Studio Team Foundation Server software, or otherwise attempt to derive the source code for the Visual Studio Team Foundation Server software solely to the extent required to debug changes to any libraries licensed under the GNU Lesser General Public License that may be included with and linked to by the software.

3.5 Visual Studio Team Foundation Server Build Services

If Customer has one or more Licensed Users of Visual Studio Enterprise with MSDN, Visual Studio Professional with MSDN, Visual Studio Enterprise (monthly or annual subscription), or Visual Studio Professional (monthly or annual subscription) then Customer may also install the Visual Studio software and permit access and use of it as part of Team Foundation Server 2017 Build Services by Customer's Licensed Users and Licensed Devices of Team Foundation Server 2017.

3.6 Release Management

Visual Studio Team Foundation Server includes one concurrent deployment using the Release Management feature. Each of the following provides one additional concurrent deployment per license:

- Visual Studio Enterprise 2015 with MSDN
- Visual Studio Enterprise (monthly or annual subscription)
- Team Services Build and Deployment Private Pipeline (paid instance)

3.7 Additional Software

Visual Studio Team Foundation Build Services	Visual Studio Team Foundation Server SharePoint Extensions	

4. Software Assurance

SA Benefits: Server	Disaster Recovery: Yes	Fail-Over Rights: N/A
License Mobility: Yes (server licenses only)	Migration Rights: Product Terms December 2016	Roaming Rights: N/A
Self Hosting: Yes	SA Equivalent Rights N/A	

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Windows

Windows Desktop Operating System

1. Program Availability

Products	DA	L	USA	SA	OL	S/A	MPSA	OV/OVS	LA/LAS	OVS/ES	EES
Windows 10 Pro Upgrade (Per Device)	8/15	2									
Windows 10 Enterprise LTSB 2016 Upgrade (Per Device)	10/16	2									
Windows 10 Enterprise E3 and LTSB 2016 Upgrade (Per Device)	10/16	(1)	3	1				E, F	E		
Windows 10 Enterprise E3 Per User (SL)	8/15	2							E		
Windows 10 Enterprise E3 Per User From SA (SL)	8/15	2							E		
Windows 10 Enterprise E5 Per Device or User (SL)	8/16	2							E		
Windows 10 Enterprise E5 Per User From SA (SL)	8/16	2							E		
Windows 10 Education Upgrade (Per Device)	8/15	(1)	3	1						ED	ED,SD,ST
Windows 10 Education E5 (Per Device)	8/16	(1)	3	1							ED
Windows 10 Education E5 Per Device Add-on (to E3 per device) (SL)	8/16	2									A
Windows 10 Mobile Enterprise (Per Device)	12/15	1									
Windows 8.1 Enterprise Sideloading (Per Device)	11/13	1			OM						
Windows 10 Enterprise E3 Per User Add-on (to E3 per device) (SL)	12/14	2							E		A
Windows 10 Enterprise E5 Per Device or User Add-on (to E3 per device) (SL)	8/16	2							E		
Windows Virtual Desktop Access (Per Device SL)	7/07	2(1)						P	A E	A	A
Windows Virtual Desktop Access Per User (SL)	12/14	2							E		
Windows Embedded 8 Standard Enterprise Kit (100 Pack)	10/13	2			OM						

2. Product Conditions

Prior Version: Windows 10 Enterprise LTSB (8/15), Windows Embedded 8.1 Industry (4/14)	Product Pool: System	Down Editions: Enterprise to Pro
Extended Term Eligible N/A	Prerequisite: All licenses (except Virtual Desktop Access)	Prerequisite (SA): Appendix B, Section 4
Promotions N/A	Qualified User Exemption N/A	Reduction Eligible: Add-ons, Windows 10 Enterprise E5
Reduction Eligible (SCE): N/A	Student Use Benefit: Windows 10 Education E3	True-Up Eligible N/A
UTD Discount: Windows 8.1 Enterprise		

2.1 Qualifying Operating Systems (OS)

Customers may purchase desktop operating system upgrade Licenses for Windows 10 Pro and/or Windows 10 Enterprise LTSB ("Windows 10 Enterprise"). The desktop operating system Licenses granted are upgrade Licenses only. Therefore, each device for which Customer acquires and on which it will run the Windows 10 Pro Upgrade or Windows 10 Enterprise Upgrade must be licensed to run one of the qualifying OS identified below. This requirement applies whether the upgrade License is purchased alone or together with SA.

2.1.1 Qualifying Operating Systems (OS) Chart

The qualifying OS by program type are:

Qualifying Operating Systems[1]	New Enterprise Agreement (EA)/Open Value Company Wide (OV-CW)	Existing Enterprise Agreement (EA)/Open Value Company Wide (OV-CW)	Microsoft Products and Services Agreement (MPSA)/Select Plus/Open	Microsoft Cloud Agreement	Academic and Charity
Windows 10					
Enterprise (N, KN)[4] Pro (N, KN)	X	X	X	X	X
Education, Home					X
Windows 8 and Windows 8.1					
Enterprise (N, K, KN), Pro (N, K, KN, diskless)	X	X	X		X
Windows 8 and Windows 8.1 (including Single Language)					X
Windows 7					
Enterprise (N, K, KN), Professional (N, K, KN, diskless, Ultimate	X	X	X		X
Home Premium, Home Basic or Starter Edition					X
Windows Vista					
Enterprise (N, K, KN), Business (N, K, KN, Blade), Ultimate	X		X		X
Home Premium, Home Basic or Starter Edition					X
Windows XP					
Professional (N, K, KN, Blade), Tablet Edition (N, K, KN, Blade), XP Pro N, XP Pro Blade PC	X		X		X
Home and Starter Edition					X
Apple					
Apple Macintosh	X		X		X
Windows Embedded Operating Systems					
Windows 10 IoT Enterprise	X	X	X		X
Windows 2000 Professional for Embedded Systems	X		X		X
Windows XP Professional for Embedded Systems	X		X		X
Windows Vista Business for Embedded Systems, Ultimate for Embedded Systems	X		X		X
Windows 7 Professional for Embedded Systems, Ultimate for Embedded Systems	X	X	X		X
Windows Embedded 8/8.1 Pro, Industry Pro	X	X	X		X

[1] Also applicable to Qualified Devices acquired through merger or acquisition
[2] Column is also used to denote acceptable qualifying OS for a user's primary device when a user is licensed with Windows SA per User.
[3] Does not apply to Academic, Charity, and OV-CW.
[4] N, K, and KN are specialized editions available for certain markets.
[5] See 2.1.2.1 below for use restrictions

2.1.2 Use Restricted Qualifying Operating Systems (OS) Chart

If the upgrade software is installed on devices running any of the qualifying OS listed below (the "Conditional Qualifying OS's"), use restrictions apply and are detailed below the table in the Use Rights section. The use restrictions persist on devices licensed with Windows Software Assurance or Windows VDA notwithstanding any language in this document to the contrary.

Qualifying Operating Systems	New Enterprise Agreement (EA)/Open Value Company Wide (OV-CW)	Existing Enterprise Agreement (EA)/Open Value Company Wide (OV-CW)	Microsoft Products and Services Agreement (MPSA)/Select Plus/Open	Academic and Charity
Windows 10 IoT Enterprise for Retail or Thin Clients[3]	X		X	X
Windows Embedded 8 and 8.1 Industry Retail			X	X
Windows Embedded POSReady 7 Pro			X	X
Windows Embedded for Point of Service			X	X
Windows Embedded POSReady 2009			X	X

Windows Embedded POSReady 7			X	X
Windows XP Embedded			X	X
Windows Embedded Standard 7			X	X
Windows Embedded 2009			X	X
Windows Embedded 8 Standard			X	X

[1] *Also applicable to Qualified Devices acquired through merger or acquisition*
[2] *Does not apply to Academic, Charity, and OV-CW.*
[3] *Section 2.1.2.2 does not apply to Windows 10 IoT Enterprise for Retail or Thin Clients*

2.1.2.1 Use restrictions for Conditional Qualifying Operating Systems
If the upgrade software is installed on devices licensed for and previously running any supported edition of a Conditional Qualifying OS, then the following conditions apply:

- Specific Use. Customer Licensed Device is designed for a specific use. Customer may only use the software for that use.
- Other Software. Customer may use other programs with the software as long as the other programs directly support the manufacturer's specific use for the device, or provide system utilities, resource management, or anti-virus or similar protection. If Customer's industry system performs desktop functions, then Customer must ensure that the desktop functions: (i) are only used to support the industry functionality, and (ii) operate only when technically integrated with the industry Program or employ technically enforced policies or architecture to operate only when used with the industry Program functionality. "Desktop functions," as used here, include: email, word processing, spreadsheets, database, scheduling or personal finance software. "Industry Program," as used here, means a device that only employs an industry or task-specific software program. The device may use terminal services protocols to access such software running on a server. Customer's industry system cannot be usable in its deployed configuration as a general purpose PC or as a commercial viable substitute for such a system.
- When upgrading from any version of Windows Embedded software that is designated "Point of Sale", "POS" or "Retail" in the table above, Customer must use the upgrade software with a POS application and the POS application must be the primary use of the software by each end user. A POS application is a software application which provides any of the following functions: process sales and service transactions, scan and track inventory, record or transmit customer information, perform related management functions, and provide information directly and indirectly to customers about available products and services.

2.1.2.2 Software Assurance Purchase restriction for Conditional Qualifying Operating Systems
Notwithstanding any contrary term in Section 4.1, SA may not be purchased for devices licensed with the Conditional Qualifying Operating Systems. This restriction does not apply to devices licensed with Windows 10 IoT for Retail or Thin Clients.

2.1.3 Qualifying OS Rules for Windows VL Upgrade Licenses

- The qualifying OS must be installed on the device to which the VL Upgrade License is to be assigned.
- Apple Macintosh is only a qualifying OS if it is preinstalled by the authorized manufacturer prior to the initial sale of the device.
- Customers must remove the qualifying OS from the device in order to deploy the VL Upgrade license, unless they also have SA on the VL Upgrade license.
- Academic Select, Academic Open, CASA, and Open Value Subscription – Education Solutions customers acquiring the upgrade License using Windows XP Starter Edition, Windows Vista Starter Edition or Windows 7 Starter Edition as a qualifying OS waive any right to transfer that License outside of the country of purchase.

2.2 Windows Enterprise Upgrade (version-less) and Windows Professional Upgrade (version-less)
Version-less Licenses for Windows Enterprise Upgrade and Windows Professional Upgrade are only available in the People's Republic of China under the Select Plus, Select, and Open License programs (two points). The Licenses are edition specific, so Customer must use a version of the edition of software acquired. The Qualifying Operating Systems for the Enterprise and Pro editions of Windows 10 apply, respectively, to the version-less Licenses for Windows Enterprise Upgrade and Windows Professional Upgrade.

2.3 Re-Imaging with Windows 10
If a third party intends to re-image Windows on Customer's separately Licensed Devices, Customer must first provide that third party with written documentation proving it has licenses for the software the third party will install.

2.4 Regional Fulfillment Options

2.4.1 N (Not with Windows Media Player) Versions of Microsoft Windows XP Professional, Vista Business and 7 Professional
Customers located in one of the countries established in the European Union (EU) or the European Free Trade Association (EFTA) may be eligible to acquire media for or download the N versions of Windows XP Professional, Windows Vista Business and Windows 7 Professional. Refer the March 2014 Product List for eligibility criteria and fulfillment details http://go.microsoft.com/?linkid=9839207.

2.4.2 K and KN Versions of Windows XP Professional, Vista Business and 7 Professional
Customers and their affiliates have specific Korea-specific media and download options for use of Windows XP Professional, Vista Business and 7 Professional in Korea. Refer the March 2014 Product List for requirements http://go.microsoft.com/?linkid=9839207.

2.4.3 Windows 8/8.1 Pro KN and Windows 10 Pro KN
Customers located in Korea who have an active volume licensing agreement or enrollment with Microsoft Operations Pte Ltd are eligible to acquire the media for Windows 8/8.1 Pro KN and Windows 10 Pro KN for deployment and use in Korea. No other use is permitted.

2.4.4 Windows 8/8.1 Pro N and Windows 10 Pro N (Not with Windows Media Player)
Customers with active agreements with Microsoft Ireland Operations Ltd are eligible to acquire the media for Microsoft Windows 8/8.1 Pro N and Windows 10 Pro N only for deployment and use in countries in the European Union (EU) or the European Free Trade Association (EFTA). (For purposes of Open License, an "active agreement" is one associated with an active Open License Authorization Number.)

2.5 Windows Embedded 8 Standard Enterprise Kit
Use of the software features enabled by the Windows Embedded 8 Standard Enterprise Kit is subject to the license terms for the underlying Windows Embedded 8 Standard software. The right to use the software features expires when the right to use the underlying software expires. The Windows Embedded 8 Standard Enterprise Kit License must be permanently assigned to a single device and may not be transferred to any other device.

2.6 Installation and Use Rights
For Customers licensed under a Microsoft Cloud Agreement:

- each user assigned a User SL may activate the software on up to five concurrent devices to run an instance of the software in the Physical OSE; and
- Section 4 below does not apply.

3. Use Rights

License Terms: Universal; Desktop Operating Systems, OST (Windows Defender Advanced Threat Protection portion of Windows 10 Enterprise E5)	Product-Specific License Terms: All Windows licenses	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: N/A
Notices: H.264/MPEG-4 AVC and/or VC-1		

3.1 License Assignment
The assignment of licenses for the desktop operating system (excluding Windows VDA) is permanent, except as provided in the Software Assurance section below. Refer to Section 4, Software Assurance for License reassignment rights for Windows SA and Windows VDA.

3.2 Windows Apps
Unless other terms are displayed to Customer or presented in the app's settings, Customer agrees the services that it accesses from the Windows app is governed by the Microsoft Services Agreement at http://go.microsoft.com/fwlink/?linkid=246338 or for Windows apps that access Xbox services, the Xbox.com terms of use at http://xbox.com/legal/livetou.

4. Software Assurance

SA Benefits: System	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - June 2015 (Windows Companion Subscription)	Planning Rights: February 2016 – Product Terms
Self Hosting: N/A	SA Equivalent Rights: N/A	

4.1 Windows 10 Enterprise E3/E5 (Per User and Per Device) and Windows Virtual Desktop Access (VDA) (Per User and Per Device) additional use rights granted via SA
"Software," as used here, refers to Windows 10 Enterprise Current Branch or Windows Enterprise LTSB.
"Licensed Device," as used here, refers to the device to which Customer assigns active coverage.
"Licensed User," as used here, refers to the user to whom Customer assigns active coverage. If the underlying user License is transferred from one person to another, the original user of the License is no longer licensed.

- Any user of a Licensed Device, or any device used by a Licensed User, may remotely access up to four instances of the Software Running in Virtual OSEs or one instance of the Software Running in one Physical OSE on (a) device(s) dedicated to Customer's use.
- Refer to sections 2.1.2.1 and 2.1.2.2 for use restrictions on Conditional Qualifying Operating System.
- Customer may create and store an instance of the Software on one or two USB drives via Windows to Go and use them on Licensed Devices if licensed per device or on any device by users licensed per user.
- Customer may run Windows 10 Pro, or any earlier versions of the Software, in place of any instance permitted in this section.
- Customer does not need a License to access its permitted instances only to administer the Software.

The rights in the first column of the table apply to the licenses identified in the columns to the right, if there is a check in the cell associated with the licenses.

	Windows 10 Enterprise E3/E5	Windows VDA

	Device	User	Device	User
Customer may run up to four instances in Virtual OSEs and one instance in the Physical OSE locally on the Licensed Device. For Windows VDA (Per Device), this local use right applies only if the Licensed Device is also licensed for Windows 10/8.1 Pro or Enterprise, or Windows 7 Professional or Enterprise. If all of the instances permitted to run in Virtual OSEs locally are used, Customer may use the instance in the Physical OSE only to host and manage the Virtual OSEs.	X		X	
Customer may run up to four instances in Virtual OSEs and one instance in the Physical OSE locally on devices licensed for Windows 10/8.1 Pro or Enterprise, or Windows 7 Professional or Enterprise. If all of the instances permitted to run in Virtual OSEs locally are used, then Customer may use the instance in the Physical OSE only to host and manage the Virtual OSEs.		X		X
Customer may install the Software on Windows licensed devices with integrated screens 10.1" diagonally or less.		X		X

4.1.1 Windows 10 Enterprise Current Branch Rights

Windows 10 Enterprise Current Branch may only be used by Customers that have SA, Windows 10 Enterprise E3/E5, or VDA licenses. Customers who allow SA to lapse must uninstall Windows 10 Enterprise Current Branch. Customers that have perpetual rights to Windows Enterprise may install the version of Windows Enterprise LTSB that is current at the time of lapse.

4.2 Qualifying Operating Systems (OS)

Each device for which Customer acquires SA and on which it will run the Windows 10 Enterprise Upgrade must be licensed to run one of the qualifying OS identified by program type in the Qualifying OS table in the Product Conditions section above.

- Customers who previously bought SA for Windows Pro may renew SA on their covered devices without the need to buy a Windows Enterprise Upgrade license.
- Customers who previously purchased Windows Pro Upgrade + SA may continue to purchase Pro Upgrade + SA until the end of their enrollment or agreement.

4.3 Windows Software Assurance Per Device Reassignment

Notwithstanding the License Assignment rules stated above, Customer may reassign Windows SA per device coverage with the associated Windows Enterprise Upgrade license from the original device to a replacement device, but not on a short-term basis (i.e., not within 90 days of the last assignment), as long as (1) Customer has licensed and installed on the replacement device the latest version of a Qualifying Operating System and Customer reassigns the underlying Windows Enterprise license to the same replacement device, and (2) Customer removes any related operating system upgrades from the original device. Reassignment of Windows Enterprise Upgrade licenses may only be done in conjunction with reassignment of Active Windows Software Assurance per Device coverage. Customer may reassign Windows VDA per Device licenses to another device in accordance with the terms and conditions generally applicable to device SLs in the "License Assignment and Reassignment" in the Universal License Terms.

4.4 Windows 10 Enterprise Per User License Assignment Rules

4.4.1 Windows 10 Enterprise E3/E5 User SLs

The Licensed User must be the Primary User of at least one device licensed for Windows 10 Pro or Enterprise, Windows 8.1 Pro or Enterprise, or Windows 7 Professional or Enterprise. This one device must also be the Primary User's primary work device.

4.4.2 Windows 10 Enterprise E3/E5 User Add-ons

The Licensed User must be the Primary User of a device with either active Windows Desktop Operating System SA coverage or Windows VDA coverage.

4.5 Windows 10 Enterprise E3 and E5 Add-ons

Windows 10 Enterprise Add-ons are Subscription Licenses that

i. are purchased in addition to (and associated with a device licensed for) either the Windows Desktop Operating System with SA coverage ("Qualifying Coverage") or VDA ("Qualifying License"), and
ii. expire upon the expiration of either the Qualified Coverage or Qualifying License.

For Windows 10 Enterprise Per User Add-ons, in addition to the above,

a. Customer must assign the license to the Primary User of the Licensed Device (which must also be the Primary User's primary work device), and
b. use of the Windows Enterprise software is subject to the Windows Enterprise per User License Terms or the VDA per User License Terms, associated with Qualifying Coverage or Qualifying License respectively.

Despite general License reassignment rights, these Add-on licenses may be reassigned only to Primary Users of other devices with either Qualifying Coverage or Qualifying Licenses. The Windows Desktop Operating System SA Per User Add-on may be purchased in any quantity up to the total number of SA and/or VDA licensed devices.

4.6 Enterprise Enrollments with combination Windows Per User and Per Device Windows SA or VDA coverage

Customers who wish to mix Windows SA per Device and Windows SA Per User licensing may do so as long as:

- All users who use unlicensed Qualified Devices are licensed with Windows SA per User (User SL or Add-on User SL), and
- All Qualified Devices used by unlicensed users are licensed with Windows SA per Device

4.7 Purchase Eligibility for Windows 10 Enterprise Per User From SA SLs

4.7.1 Enterprise Agreements

From SA User SLs may be purchased instead of SA for fully paid, perpetual Licenses with active SA for the Qualifying Products in the table below.

Qualifying Products	Corresponding From SA User SL
SA for the Windows Desktop Operating System	Windows 10 Enterprise E3 Per User From SA (SL)[1]
	Windows 10 Enterprise E5 Per User From SA[1]

[1] *Available for purchase at enrollment anniversary or beginning of a new enrollment term only.*

4.7.2 Enterprise Subscription Agreements

Subscription Licenses for Software Assurance for the Windows Desktop Operating System may be purchased at Customer's enrollment anniversary or the beginning of a new enrollment term with an ECS From SA User SL. The Subscription License must have been purchased at least three years prior to the purchase of the From SA User SL.

4.8 Microsoft Desktop Optimization Pack (MDOP)

Customer may install and use management functionality in the MDOP on Customer's other devices dedicated to their use to manage software on the Licensed Device or Licensed User's Devices. Customer may also use the AGPM, DaRT and UE-V to manage software on servers within its domain, so long as the desktops within that domain are licensed for MDOP use.

4.8.1 MDOP Eligibility

Customers with the following have rights to use MDOP and do not need to purchase MDOP separately.

- Windows Enterprise 10 E3/E5 per User SL;
- Windows 10 Enterprise E5 per Device SL;
- Windows 10 Enterprise VDA per User SL; or
- Agreement with an August 1, 2015, or later effective date and VDA per Device or Windows 10 Enterprise E3 per Device.

4.9 Academic Programs

The following applies to customers in all Academic Volume Licensing Programs:

4.9.1 Rights to Windows Enterprise LTSB

Academic institutions with Windows 10 Enterprise E3/E5 or Windows 10 Education E3/E5 may install Windows 10 Enterprise LTSB in place of any permitted perpetual instance.

4.9.2 Rights to Windows 10 Enterprise, Windows 10 Education Edition, or Windows 10 Pro Education

Academic institutions with Software Assurance for Windows Enterprise or Windows Education have rights to install and use Windows 10 Enterprise, Windows 10 Education, or Windows 10 Pro Education.

4.9.3 Downgrade Rights

Academic institutions with Software Assurance for Windows Education have downgrade rights to Windows 8.1 Enterprise/Pro and previous versions of Windows 8.1 Enterprise/Pro, as well as, Windows Embedded 8.1 Industry and previous versions of Windows Embedded 8.1 Industry.

4.9.4 MDOP Eligibility

Academic institutions with Software Assurance for Windows Enterprise or Windows Education have rights to install and use MDOP.

4.9.5 Windows To Go Student Option

Academic institutions electing the Student Option are permitted a maximum of one Windows To Go instance per licensed student device while that student is enrolled at the institution.

4.10 Windows 10 Mobile Enterprise

Customers with active Windows SA per User SL or per User Add-on may install and use Windows 10 Mobile Enterprise on secondary devices of each licensed user.

4.11 Windows Desktop Operating System – Rights to run "Clustered HPC Applications"

Customer may permit simultaneous use of the software on a Licensed Device used as a Cycle Harvesting Node to run Clustered HPC Applications, as long as the Licensed Device is not used as a general purpose Server, database Server, web Server, e-mail Server, print Server or file Server, for other multi-user access purposes, or for any other similar resource sharing purpose.

4.12 Windows Desktop Operating System – Windows Thin PC

Customer may use the Windows Thin PC software in place of Windows Desktop Operating System software but only to run the types of applications listed below.

- security
- management
- terminal emulation

- Remote Desktop and similar technologies
- web browser
- media player
- instant messaging client
- document viewers
- .NET Framework and Java Virtual Machine

Customer may use the software on a device other than the one on which it was first installed if it moves the corresponding Software Assurance coverage to that other device.

4.13 Software Assurance for Windows Embedded Industry Enterprise

Customers with Software Assurance for Windows Embedded Industry Enterprise have the same rights and restrictions as Windows Software Assurance.

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Windows Server

Windows MultiPoint Server

1. Program Availability

Products	OLP	L	USR	SA	CI	SAM	MSFA	GV/GVC	EA/EAS	GCS-IE	IES
Windows MultiPoint Server 2016 Premium	10/16	10	15	5				A		A	A

2. Product Conditions

Prior Version: Windows MultiPoint Server 2012 (12/12)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): N/A
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

Licensing Terms: Universal; Server/CAL	Product-Specific License Terms: All editions	Additional Software: All editions
Client Access Requirements: All editions	External User Access Requirements: CAL	Included Technologies: N/A
Notices: Internet-Based Features, H.264/MPEG-4 AVC and/or VC-1		

3.1 Server Software Access

Base Access License	Windows Server 2016 Remote Desktop Services CAL and Windows Server 2016 CAL	Windows Server 2016 Remote Desktop Services CAL and CAL Equivalent License (refer to Appendix A)

3.1.1 Additional Functionality Associated with Windows Server 2016 Active Directory Rights Management Services CAL
Windows Server 2016 Rights Management Services

Additive Access License	Windows Server 2016 Active Directory Rights Management Services CAL	CAL Equivalent License (refer to Appendix A)

3.2 Running Instances of the Software

Customer may run on the Licensed Server at any one time one instance of the server software in each of the Physical OSE and one Virtual OSE. If Customer uses the server software in a Virtual OSE, then server software used in the Physical OSE may be used only to host and manage the Virtual OSE.

3.3 Access Licenses

CALs are not required for access in a Physical OSE that is used solely for hosting and managing Virtual OSEs.

3.4 Windows MultiPoint Server 2016 Connector
Customer may install and use the Windows Server 2016 MultiPoint Connector software on any device that is licensed to access Windows Server 2016. It may use this software only to access the MultiPoint Server software. If it accesses the server software from this device solely to use the MultiPoint Dashboard it does not need a Remote Desktop Services CAL.

3.5 Installation Type
Customer may only install Remote Desktop Services and deploy and use the MultiPoint Services role.

3.6 Additional Software
For a list of Additional Software refer http://go.microsoft.com/fwlink/?LinkId=245856.

4. Software Assurance

SA Benefits: Server	Disaster Recovery: All editions	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product Term - October 2016	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

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Windows Server

1. Program Availability

Product	OA	L	U/Se	SA	OI	S/So	SU/Pr	OV/OVS	EO/EVS	OS/Lic	Lic
Windows Server 2016 Active Directory Rights Management Services CAL	10/16	1	2	1				P	A	A	AO,ST
Windows Server 2016 CAL	10/16	1	2	1				P		A	AO,ST
Windows Server 2016 Remote Desktop Services CAL (Device and User)	10/16	1	2	1				P	A	A	A AO,ST
Windows Server 2016 Remote Desktop Services External Connector	10/16	75	113	38	OM			OM, P	A	A	A
Windows Server 2016 Datacenter (2-pack Core License)	10/16	10	25	15	OM			OM, P	A	A	A
Windows Server 2016 Essentials	10/16	5	10	5				P		A	A
Windows Server 2016 Standard (2-pack Core License)	10/16	1	3	2				P	A	A	A
Windows Server 2016 Active Directory Rights Management Services External Connector	10/16	125	188	63	OM			OM, P	A	A	A
Windows Server 2016 External Connector	10/16	25	38	13	OM			OM, P	A	A	A

2. Product Conditions

Prior Version: Windows Server 2012 R2 (10/13), Windows Server 2012 for CALs and External Connectors (8/12)	Product Pool: Server	Down Editions: Datacenter or Standard to Windows Server 2008 R2 Enterprise, Standard, Essentials, Web, and HPC editions, or Essentials 2012 or 2012 R2
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): N/A
Promotions: N/A	Qualified User Exemption: External Connectors	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal; Per Core/CAL – All editions (except Essentials), Specialty Servers – Essentials	Product-Specific License Terms: All editions	Additional Software: All editions
Client Access Requirements: All editions (except Essentials)	External User Access Requirements: CALs or External Connector	Included Technologies: N/A
Notices: Internet-based Features, H.264/MPEG-4 AVC and/or VC-1		

3.1 Server Software Access

Base Access License	Windows Server 2016 CAL	CAL Equivalent License (refer to Appendix A)

3.1.1 Additional Functionality Associated with Windows Server 2016 Remote Desktop Services CAL

Microsoft Application Virtualization for Remote Desktop Services and Windows Server 2016 Remote Desktop Services functionality

Additive Access License	Windows Server 2016 Remote Desktop Services CAL	Windows Server 2016 Remote Desktop Services User SL

*Also required for use of Windows Server to host a graphical user interface (using the Windows Server 2016 Remote Desktop Services functionality or other technology).

3.1.2 Additional Functionality Associated with Windows Server 2016 Rights Management Services CAL

Windows Server 2016 Rights Management Services

Additive Access License	Windows Server 2016 Active Directory Rights Management Services CAL	Azure Information Protection (P1 and P2) User SL CAL Equivalent License (refer to Appendix A)

3.1.3 Additional Functionality Associated with Microsoft Identity Manager User CAL

Microsoft Identity Manager 2016 functionality

Additive Access License	Microsoft Identity Manager 2016 User CAL CAL Equivalent License (refer to Appendix A)	Azure Active Directory Premium (P1 and P2) User SL

*Also required for any person for whom the software issues or manages identity information.

3.1.4 Synchronization Service

Microsoft Identity Manager 2016 CALs not required for users only using Microsoft Identity Manager synchronization service.

3.2 Server External User Access

Base Access License	Windows Server 2016 External Connector

3.2.1 Additional Functionality Associated with Windows Server 2016 Remote Desktop Services External Connector License

Microsoft Application Virtualization for Remote Desktop Services and Windows Server 2016 Remote Desktop Services functionality

Additive Access License	Windows Server 2016 Remote Desktop Services External Connector

**Also required for use of Windows Server to host a graphical user interface (using the Windows Server 2016 Remote Desktop Services functionality or other technology).*

3.2.2 Additional Functionality Associated with Windows Server 2016 Rights Management Services External Connector License

Windows Server 2016 Rights Management Services

Additive Access License	Windows Server 2016 Active Directory Rights Management Services External Connector

3.2.3 Additional Functionality Associated with Microsoft Identity Manager External Connector License

Microsoft Identity Manager 2016 functionality

Additive Access License	Microsoft Identity Manager 2016 External Connector

**Also required for any External User for whom the software issues or manages identity information (in absence of Microsoft Identity Manager 2016 CALs).*

3.3 Additional Terms for Windows Server 2016 Essentials

3.3.1 Limitations on Use

1. At any one time, Customer may use a Running Instance of the server software in each of the Physical OSE and in one Virtual OSE.
2. Customer must run the server software within a domain where the Server's Active Directory is configured as (i) the domain controller (a single server which contains all the flexible single master operations (FSMO) roles), (ii) the root of the domain forest, (iii) not to be a child domain, and (iv) to have no trust relationship with any other domains. If the server software is used in a Virtual OSE, the instance in the Physical OSE may be used only to run hardware virtualization software, provide hardware virtualization services, or run software to manage and service Operating System Environment on the Licensed Server. That instance does not need to meet the requirements in (i) through (iv) above.

3.3.2 Using the Server Software

A User Account is a unique user name with its associated password created through the Windows Server 2016 Essentials Console. Customer may use up to 25 user accounts. Each user account permits a named user to access and use the server software on that server. It may reassign a user account from one user to another provided that the reassignment does not occur within 90 days of the last assignment.

3.3.3 Windows Server 2016 Essentials Connector

Customer may install and use the Windows Server 2016 Essentials Connector software on no more than 50 devices at any one time. It may use this software only with the server software.

3.3.4 Windows Server 2016 Active Directory Rights Management Services Access
Customer must acquire a Windows Server 2016 Active Directory Rights Management Services CAL for each User Account through which a user directly or indirectly accesses the Windows Server 2016 Active Directory Rights Management Services functionality.

3.4 Windows Server Containers with Windows Server 2016 Standard and Datacenter
Customer may use any number of OSEs instantiated as Windows Server Containers on the Licensed Server.

3.5 Additional Software for Windows Server 2016

AD Migration Tool	GBUNIECN.EXE Utility	

4. Software Assurance

SA Benefits: Server	Disaster Recovery: All editions	Fail-Over Rights: N/A
License Mobility: External Connector only	Migration Rights: Refer Product List - October 2013 and March 2014 (prior versions as well as HPC Pack, Windows HPC Server, Windows Server Enterprise, Windows Server HPC Edition, Windows Server for Itanium Based Systems, Windows Small Business Server); Product List - June 2015 (Forefront Identity Manager 2010 R2); Product Terms - October 2016	Roaming Rights: N/A
Self Hosting: All editions (except Essentials)	SA Equivalent Rights: N/A	

4.1 Microsoft Azure Hybrid Use Benefit
Refer to Section 7. Microsoft Azure Hybrid Use Benefit of the Microsoft Azure Product Entry for deploying Windows Server images on Microsoft Azure.

4.2 Nano Server
Customers with active SA on either Windows Server Standard or Datacenter Licenses , Windows Server Base Access Licenses, and Windows Server Additive Access Licenses may install and use the Nano Server deployment option. Active SA is also required on the Base Access License and Additive Access License.

4.3 Remote Desktop Services ("RDS") User CAL and User SL – Extended Rights
Customer may use its RDS User CALs and User SLs with Windows Server software running in OSEs dedicated to its internal use on either Microsoft Azure Platform Services or the shared servers of a License Mobility through Software Assurance Partner for which it has completed and submitted the License Mobility Validation form. Other than administrative access by Customer's License Mobility through Software Assurance Partner, no other party may access the OSE(s). For any CAL or User SL Customer has used in this manner, it may later move to Microsoft Azure Platform Services or a new License Mobility through Software Assurance Partner, but not sooner than 90 days after it initiated use in the environment it is leaving.

Online Services

Customer's purchase and use of Microsoft Online Services are governed by the Product Terms and the Microsoft Online Services Terms (OST) located at http://go.microsoft.com/?linkid=9840733 and incorporated herein by reference.

Online Services Regional Availability

Visit http://www.microsoft.com/online/faq.aspx#international for a list of countries and regions in which the Online Services are available.

Online Services Purchasing Rules

The following purchasing rules apply to purchasing Online Services:

- Subscription terms vary by purchasing program. Under the Enterprise Agreement program, the subscription terms for Online Services other than Microsoft Azure must be coterminous, ending on the date of Customer's Enrollment end date.
- If Customer makes additional purchases of an Online Service, the end of the subscription term of the additional purchase must align with Customer's existing subscription term for the same Online Service.
- Customer may not reduce the number of users or devices covered by its Online Services subscription during the term of their Online Services subscription except as permitted in Customer's volume licensing agreement.
- Terms for Microsoft Azure are provided in the Microsoft Azure Product Entry.
- Add-on and Step-up User SLs must be purchased under the same volume licensing agreement and enrollment (if any) as their Qualifying License or base User SL. Add-ons expire upon the earlier of the expiration of the SA coverage for the Qualifying License or the Add-on User SL. Step-ups expire upon the earlier of the expiration of the Step-up User SL or base User SL.

Online Services Renewal

Online Services with Auto-Renewal will automatically renew the day after their subscription term expires, unless Customer chooses not to renew by opting out of auto-renewal at least of 30 days before the subscription expires by placing an order with their reseller or using a form that is available at http://microsoft.com/licensing/contracts. Online services subscriptions for government and academic customers will not be automatically renewed unless Customer chooses the auto-renewal option.

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Microsoft Azure Services

1. Definitions

Allocated Annual Commitment means the portion of the Monetary Commitment allocated annually through the Enrollment term.
Consumption Allowance is equal to fifty percent of the Allocated Annual Commitment. For example, for an Allocated Annual Commitment of $100,000, the Consumption Allowance for that year would be $50,000.
Consumption Rates means the prices for Microsoft Azure Services or, for certain Microsoft Azure Service Plans, any usage in excess of a specified quantity. Consumption Rates may also be referred to as "Overage Rates" or "Overage" in other Microsoft or Microsoft Azure documents.
Microsoft Azure Services Plan means a subscription to one of the individual Microsoft Azure Services identified below as a Microsoft Azure Services Plan. Services purchased as a Microsoft Azure Services Plan are not eligible for the Hosting Exception in the Online Services Terms.
Monetary Commitment means the total monetary amount a customer commits to pay over the term of the subscription for its use of eligible Microsoft Azure Services.

2. Subscription Term

Customers may only subscribe to Microsoft Azure Services (including Microsoft Azure Services Plans) for a subscription term that ends on the end date of Customer's Enrollment ("coterminous"). Customers must have at least two months remaining in their Enrollment term in order to subscribe to Microsoft Azure Services.

3. Purchasing Services

Microsoft Azure Services may be purchased in one or a combination of the following ways:

A. **Commitment:** Monetary Commitments are allocated proportionally through the Enrollment term. Customers may increase their Monetary Commitment at any time by placing additional orders. When an additional order is placed, Allocated Annual Commitment will be increased for that year by the amount of the order. For each subsequent year remaining in the Enrollment term, Allocated Annual Commitments will be increased by the amount of the additional order, multiplied by twelve, divided by the number of full months between when the additional order was placed and the anniversary date following the additional order.
   I. Customers may reduce their Monetary Commitment for any future Enrollment anniversary by notifying their reseller, who must process the reduction with Microsoft prior to the Enrollment anniversary date.
   II. Customers must consume their Allocated Annual Commitment by the last day of the month preceding the Enrollment anniversary each year, after which any unused portion of the Allocated Annual Commitment will be forfeited. Customers may utilize their annual

Consumption Allowance by the last day of the month preceding the Enrollment anniversary each year, after which any unused portion of that Consumption Allowance will be forfeited.

B. **Consumption:** Customers pay based on the amount of Microsoft Azure Services consumed during a billing period. Certain features of the Microsoft Azure Services may only be available for purchase on a consumption basis.
C. **Microsoft Azure Services Plan:** Customers may be able to subscribe to a Microsoft Azure Service as a Microsoft Azure Services Plan.
D. **Automatic Provisioning:** As part of the Server and Cloud Enrollment, Customers who have not ordered Microsoft Azure Services as part of their Enrollment may receive an activation email from Microsoft inviting them to provision Microsoft Azure Services under their Enrollment without a Monetary Commitment.

4. Pricing

If Customer does not have an Enterprise Enrollment, Enterprise Subscription Enrollment, Select Agreement, Select Plus Agreement or Server Cloud Enrollment, price level A will apply.

Microsoft may offer lower prices to Customer or Customer's reseller for individual Microsoft Azure Services during a Customer's Enrollment term on a permanent or temporary (promotional) basis.

5. Payment and Fees

Customers who have provisioned Microsoft Azure Services without a Monetary Commitment will be invoiced quarterly at Consumption Rates.

For Customers with a Monetary Commitment the first Allocated Annual Commitment will be invoiced immediately and future Allocated Annual Commitments will be invoiced on the anniversary of the Enrollment effective date. Alternatively, Customers may choose to pay their entire Monetary Commitment upon placing the initial order.

Each month, Microsoft will deduct from the Allocated Annual Commitment the monetary value of Customer's usage of eligible Microsoft Azure Services. Once Customer's Allocated Annual Commitment balance has been exhausted, any additional usage will be invoiced at Consumption Rates.

If a direct Enterprise Agreement Customer's usage is lower than the Allocated Annual Commitment plus the Consumption Allowance, any usage exceeding the Allocated Annual Commitment will be invoiced at the Consumption Rates to the Customer or its reseller on the anniversary of the Enrollment effective date for Years 1 and 2 and at the end of the subscription term for Year 3.

If a direct Enterprise Agreement Customer's usage is higher than the Allocated Annual Commitment plus the Consumption Allowance, all usage exceeding the Allocated Annual Commitment will be invoiced at Consumption Rates to the Customer or its reseller at the end of each Enrollment quarter.

For indirect Enterprise Agreement Customers, all usage exceeding the Allocated Annual Commitment will be invoiced at Consumption Rates to the Customer's reseller at the end of each Enrollment quarter.

All usage of the Microsoft Azure Services after the expiration or termination of Customer's subscription term will be invoiced to the customer or its reseller at then-current Consumption Rates on a quarterly basis.

The purchase of a Microsoft Azure Services Plan will be invoiced to Customer or its reseller according to the terms of Customer's volume licensing agreement governing payment terms for the order of Online Services generally. Monetary Commitment cannot be applied to the purchase of a Microsoft Azure Plan; provided, however, that if a Microsoft Azure Services Plan includes the purchase of an initial quantity of a service ("Initial Quantity"), Customer usage that exceeds the Initial Quantity will be billed at Consumption Rates, and Customer's Allocated Annual Commitment can be applied to such usage.

6. Open License, Open Value and Open Value Subscription Programs

6.1 Definitions

Consumption Rates mean for purposes of the Open License, Open Value and Open Value Subscription agreements, prices for all Microsoft Azure Services.

Portal means the online portal through which Customer administers its Subscription.

Subscription means a subscription with a value set at time of order that can be redeemed for a quantity of Microsoft Azure Services.

6.2 Subscription Term

The Subscription period starts at the time of product key redemption and not the time of order. Once the product key is redeemed, Microsoft will not accept return requests submitted by Microsoft's partners. Subscriptions are valid for the earlier of 12 months or until the value is consumed. Subscriptions may not be combined. Customer may have multiple active Subscriptions. New Subscriptions can be purchased at any time.

7. Microsoft Azure Hybrid Use Benefit

Under the Microsoft Azure Hybrid Use Benefit ("HUB"), a customer with Windows Server Licenses covered with SA may upload to and use its own Windows Server image on Microsoft Azure.

Azure HUB enables Customers' use of Windows Server on Microsoft Azure through Azure Virtual Machines ("Base Instances"). HUB does not include the cost of Base Instances, and Base Instances do not include Windows Server. Each Windows Server processor License with SA, and each set of 16 Windows Server core Licenses with SA, entitles Customer to use Windows Server on Microsoft Azure on up to 16 Virtual Cores allocated across two or fewer Azure Base Instances. Each additional set of 8 core Licenses with SA entitles use on up to 8 Virtual Cores and one Base Instance.

Customer must indicate that it is using Windows Server under the HUB when configuring the uploaded image(s) on Azure. Customer may use its uploaded image(s) subject to the Online Services Terms.

The HUB provides additive rights to deploy and use the software when exercised in connection with Datacenter Licenses and alternative rights when exercised in connection with Standard Licenses. Standard Licenses are deemed "assigned to Azure" when Customer uses Windows Server under the HUB, and are subject to the License reassignment limitations in the Universal License Terms.

Microsoft Azure Services

1. Program Availability

Online Services	Point	OL	S/S	MPSA	OV/OVS	EA/EAS	OVS-ES	ELS
Microsoft Azure Services	1	OM			A	A	A	A

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: Until canceled
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: Allocated Annual Commitment	Reduction Eligible (SCE): Allocated Annual Commitment
Student Use Benefit: N/A	True-up Eligible: N/A	

2.1 Microsoft Azure Services Plans

If subscribed to by Customer as a Microsoft Azure Services Plan, individual Microsoft Azure Services may have different program availability or be subject to different terms. See the Microsoft Azure Services Plan-Specific entries below for more details.

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Microsoft Azure Plans

1. Program Availability

Online Services	Point	OL	S/S	MPSA	OV/OVS	EA/EAS	OVS-ES	ELS
Azure Active Directory Basic (User SL)	1					A		A,ST
Azure Active Directory Premium Plan 1 (User SL)	1	OM				A		A,ST
Azure Active Directory Premium Plan 2 (User SL)	1	OM			P	A		A
Azure Active Standard Support						A		A
Azure Active Professional Direct Support						A		A
Azure App Service Plan						A		
Azure Information Protection Premium Plan 1 (User SL)	1	OM			P	A	A	A,ST
Azure Information Protection Premium Plan 1 Add-on (User SL)						A		
Azure Information Protection Premium Plan 2 (User SL)		OM			P	A	A	A,ST
Azure Information Protection Premium Plan 2 Add-on (User SL)						A		
IoT Suite Predictive Maintenance Plan 1	1					A		A
IoT Suite Predictive Maintenance Plan 2	1					A		A
IoT Suite Remote Monitoring Plan 1						A		A
IoT Suite Remote Monitoring Plan 2						A		A
Azure Site Recovery (to Customer Owned Site)						A		A
Microsoft Azure StorSimple Plan with Device (8100 device)						A		A
Microsoft Azure StorSimple Plan with Device (8600 device)						A		A
Microsoft Azure StorSimple Plan 8100 Renewal (no device)						A		A
Microsoft Azure StorSimple Plan 8600 Renewal (no device)						A		A
Microsoft Azure StorSimple Standard Support						A		A
Microsoft Azure StorSimple Standard Support to Premium Support						A		A
Microsoft Azure StorSimple Premium Support						A		A
Microsoft Cloud App Security (User SL)	1	OM			P	A	A	A,ST

2.1.4 From SA Purchasing Eligibility

From SA Subscription Licenses may be purchased instead of SA for fully paid, perpetual Licenses with active SA for the Qualifying Products in the table below. For each Qualifying Product, customer may purchase a combination of From SA SLs, provided the total quantity does not exceed the listed Eligible Quantity.

Qualifying Product	Corresponding From SA Subscription License	Eligible Quantity
Core Infrastructure Server Suite Standard (2-pack Core License) System Center Standard (2-pack Core License)	Operations Management and Security E1 From SA Operations Management and Security E2 From SA	1/4[1]
Core Infrastructure Server Suite Datacenter (2-pack Core License) System Center Datacenter (2-pack Core License)	Operations Management and Security E1 From SA Operations Management and Security E2 From SA	1
Core Infrastructure Server Suite Standard (2 processor) System Center Standard (2 processor)	Operations Management and Security E1 From SA Operations Management and Security E2 From SA	2
Core Infrastructure Server Suite Datacenter (2 processor) System Center Datacenter (2 processor)	Operations Management and Security E1 From SA Operations Management and Security E2 From SA	8

[1] *Requires a minimum of four Qualifying Licenses*

2.2 Microsoft Azure StorSimple Plan Offerings

For each StorSimple Plan with Device purchased, Customer will receive a Storage Array device. Geographic availability and the terms and conditions governing the Storage Array, including warranty, shipping and handling, and duties, are set forth in Appendix F - Storage Array Terms. Each StorSimple Plan purchased by Customer will be associated with a single Storage Array; any additional Storage Arrays used by Customer will be billed at consumption rates.

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Secure Productive Enterprise

1. Program Availability

Online Services	Point	OL	S/SA	MPSA	DV/DVS	EA/EAS	OVS-ES	EES
Secure Productive Enterprise E3 (User SL)						EO		
Secure Productive Enterprise E3 Add-on (User SL)						EO		
Secure Productive Enterprise E3 From SA (User SL)						EO		
Secure Productive Enterprise E5 (User SL)						EO		
Secure Productive Enterprise E5 Add-on (User SL)						EO		
Secure Productive Enterprise E5 From SA (User SL)						EO		
Skype for Business Plus CAL Add-on for Secure Productive Enterprise E3 (User SL)						A		

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-Up Eligible: All (except Secure Productive Enterprise From SA)	

2.1 Extended Use Rights for Secure Productive Enterprise Customers

2.1.1 Office Servers

Each Licensed User assigned a Secure Productive Enterprise User SL may:

- install any number of copies of the following server software on any Server dedicated to Customer's use: Exchange Server, SharePoint Server, and Skype for Business Server; and
- access to the above server software is exclusive to those users assigned a Secure Productive Enterprise User SL and External Users. This provision does not apply to customers who license Secure Productive Enterprise under the Microsoft Cloud Agreement.

2.1.2 Office Professional Plus

2.1.2.1 Secure Productive Enterprise From SA User SLs:

For each Licensed User to whom customer assigns a Secure Productive Enterprise From SA User SL, Customer may install:

- one local copy of Office Professional Plus for the sole use of the Licensed User for the duration of the subscription; and
- one local copy of Office Professional Plus for new User SLs added to the same volume license agreement for the sole use of the Licensed User for the duration of the subscription. The number of new User SLs granted those user rights may not exceed the number of From SA User SLs initially covered under the agreement.

This provision does not apply to customers who license this Product under the Microsoft Cloud Agreement.

2.1.2.1 Secure Productive Enterprise User SLs acquired in MPSA
For each Licensed User with a device covered with Software Assurance for Office Professional Plus to whom Customer assigns a Secure Productive Enterprise User SL, Customer may install one local copy of Office Professional Plus for the sole use of the Licensed User for the duration of the subscription.

2.2 Add-on User SLs and From SA User SLs
To acquire a Secure Productive Enterprise Add-On User SL or a Secure Productive Enterprise From SA User SL customer must satisfy the eligibility and License assignment requirements for each component of Secure Productive Enterprise. The components are: Windows 10 Enterprise E3/E5 Per User, Enterprise Mobility + Security E3/E5, and Office 365 Enterprise E3/E5. Refer to Secure Productive Enterprise Add-on User SLs and Secure Productive Enterprise From SA User SLs sub-sections in the Additional Information sections for the components of Secure Productive Enterprise for information.

2.3 From SA User SLs Purchases
Customer may not purchase more From SA User SLs than the number of Qualified Devices. As a one-time exception Customer may purchase a greater number of From SA User SLs, but only if (1) Customer purchases From SA User SL for each of the users of its Qualified Device, and (2) Customer must add devices as necessary to comply with the Primary use requirements in the Windows Desktop Operating System section 4.4.1.

2.4 SA Benefits for Secure Productive Enterprise From SA User SLs
Secure Productive Enterprise From SA User SLs provide the same SA Benefits as the From SA components of the Secure Productive Enterprise From SA User SL (Office 365 Enterprise E3/E5 From SA, Enterprise Mobility + Security From SA, and Windows 10 Enterprise E3/E5 Per User From SA).

2.5 United States Government Community Cloud Service
Refer to the Program Availability table for each component of Secure Productive Enterprise to find which components are UC services.

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Enterprise Mobility + Security (Plan)

1. Program Availability

Online Services	Point	OL	S/S	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Enterprise Mobility + Security E3 (User SL)	1	OM			P	EO	A	A,ST
Enterprise Mobility + Security E3 Add-on (User SL)	1	OM			P	EO	A	A,ST
Enterprise Mobility + Security E3 From SA (User SL)						EO		
Enterprise Mobility + Security E5 (User SL	1	OM			P	EO	A	A,ST
Enterprise Mobility + Security E5 Add-on (User SL)	1	OM			P	EO	A	A,ST
Enterprise Mobility + Security E5 From SA (User SL)						EO		

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All	Reduction Eligible (SCE): N/A
Student Use Benefit: Yes (Intune only)	True-Up Eligible: All	

2.1 Add-on User SL Purchase Eligibility
Customers must have an active Enterprise Enrollment with active SA for the corresponding Qualifying License(s). The Qualifying License(s) may be user-based or device-based. Customers with a pre-2010 version of the MBSA must sign the Online Services Supplemental Terms and Conditions.

2.2 Add-on User SL Qualifying Licenses

Qualifying License(s)	Add-on User SL
Core CAL Suite	Enterprise Mobility + Security
Enterprise CAL Suite	
Core CAL Suite Bridge for Office 365	
Core CAL Suite Bridge for Office 365 and Microsoft Intune	
Enterprise CAL Suite Bridge for Office 365	
Enterprise CAL Suite Bridge for Office 365 and Microsoft Intune	

2.3 Add-on User SL Purchase Restrictions
Only one Add-on User SL may be purchased for each Qualifying License (or set of Qualifying Licenses).

Customers may acquire Add-on User SLs for users or users of devices added to an Enterprise Enrollment user or device count between true-up dates (i.e., in advance of the acquisition of the qualifying licenses), subject to the same limitation of one Add-on User SL per Qualifying License (or set of Qualifying Licenses).

Campus and School Agreement customers may purchase the corresponding User Subscription License for Enterprise Mobility + Security User SLs for their Users up to the same quantity as their Eligible PC count so long as they have coverage for the Qualifying Licenses.

2.4 Purchase eligibility for Enterprise Mobility + Security From SA User SLs
From SA User SLs may be purchased in lieu of SA for fully paid, perpetual Licenses ("Qualifying Licenses") for the Products in the table below. From SA User SL may also be purchased instead of Subscription Licenses for the Products below if the Subscription License was purchased at least three years prior to the purchase of the From SA User SL. From SA User SLs requires CAL Suite Bridges as noted in the table.

Qualifying Licenses	Qualify for From SA User SL	Required CAL Suite Bridges
Core CAL Suite	Enterprise Mobility + Security from SA[1]	Core CAL Bridge for Enterprise Mobility + Security[2,3]
Enterprise CAL Suite	Enterprise Mobility + Security from SA[1]	Enterprise CAL Bridge for Enterprise Mobility + Security[2,4]

[1] Available for purchase at enrollment anniversary or beginning of a new enrollment term only.
[2] Required for Purchase at enrollment anniversary only.
[3] Purchase not required for users also licensed with Office 365 (Enterprise & Government E1, E3, E5)
[4] Purchase not required for users also licensed with Office 365 (Enterprise & Government E3, E5)

2.5 From SA User SLs purchases
No more than one From SA User SL may be purchased for each per device Qualifying License in section 2.4. As a one-time exception for devices assigned a Qualifying License that are used by more than one user, Customer may purchase a From SA User SL for each of those users, but only if it purchases a From SA User SL for all users of all Qualified Devices.

2.6 SA Benefits for Enterprise Mobility + Security From SA User SLs
Enterprise Mobility + Security From SA User SLs qualify Customer for SA Benefits based on the Qualifying Licenses in section 2.4.

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Microsoft Dynamics 365 Services

1. Program Availability

Online Service	Qual	GI	SE	Ent	D/W/BS	E4/E5	Dev E5	EES
Microsoft Dynamics 365 Plan 1, Enterprise edition (User SL)	1			A		A		A,ST
Microsoft Dynamics 365 Plan 2, Enterprise edition (User SL)	1			A		A		A,ST
Microsoft Dynamics 365 Plan 2 Enterprise edition Add-on (User SL)						A		A,ST
Microsoft Dynamics 365 Plan 2, Enterprise edition From SA (User SL)						A		A,ST
Microsoft Dynamics 365 for Customer Service, Enterprise edition (User SL)	1			A		A		A,ST
Microsoft Dynamics 365 for Customer Service, Enterprise Edition (Device SL)				A		A		A,ST
Microsoft Dynamics 365 for Field Service, Enterprise edition (User SL)	1			A		A		A,ST
Microsoft Dynamics 365 for Field Service, Enterprise edition (Device SL)				A		A		A,ST
Microsoft Dynamics 365 for Operations, Enterprise edition (User SL)	1			A		A		A,ST
Microsoft Dynamics 365 for Operations, Enterprise edition (Device SL)				A		A		A,ST
Microsoft Dynamics 365 for Operations, Enterprise edition Add-on (Device and User SL)						A		A,ST
Microsoft Dynamics 365 for Operations, Enterprise edition From SA (Device and User SL)						A		A,ST
Microsoft Dynamics 365 for Project Service Automation, Enterprise edition (User SL)	1			A		A		A,ST
Microsoft Dynamics 365 for Sales, Enterprise edition (User SL)	1			A		A		A,ST
Microsoft Dynamics 365 for Sales, Enterprise edition (Device SL)				A		A		A,ST
Microsoft Dynamics 365 for Team Members, Enterprise edition (User SL)	1			A		A		A,ST

Microsoft Dynamics 365 for Team Members, Enterprise edition Add-on (User SL)					A		A,ST
Microsoft Dynamics 365 for Team Members, Enterprise edition From SA (User SL)					A		A,ST
Microsoft Dynamics 365 Enterprise edition - Additional Customer Engagement Portal			A		A		A
Microsoft Dynamics 365 Enterprise edition - Additional Customer Engagement Portal Page Views			A		A		A
Microsoft Dynamics 365 Enterprise edition - Additional Customer Engagement Production Instance			A		A		A,ST
Microsoft Dynamics 365 Enterprise edition - Additional Customer Engagement Non-Production Instance			A		A		A,ST
Microsoft Dynamics 365 Enterprise edition - Additional Customer Engagement Database Storage			A		A		A
Microsoft Dynamics 365 Enterprise edition - Additional Customer Engagement Social Posts			A		A		A
Microsoft Dynamics 365 for Field Service, Enterprise edition - Resource Scheduling Optimization			A		A		A
Microsoft Dynamics 365 for Operations, Enterprise edition - Additional Database Storage			A		A		A
Microsoft Dynamics 365 for Operations, Enterprise edition - Additional File Storage			A		A		A
Microsoft Dynamics 365 for Operations, Enterprise edition - Sandbox Tier 1: Developer & Test Instance			A		A		A,ST
Microsoft Dynamics 365 for Operations, Enterprise edition - Sandbox Tier 2: Standard Acceptance testing			A		A		A,ST
Microsoft Dynamics 365 for Operations, Enterprise edition - Sandbox Tier 3: Premier Acceptance testing			A		A		A,ST
Microsoft Dynamics 365 for Operations, Enterprise edition - Sandbox Tier 4: Standard Performance testing			A		A		A,ST
Microsoft Dynamics 365 for Operations, Enterprise edition - Sandbox Tier 5: Premier Performance testing			A		A		A,ST
Microsoft Dynamics 365 Enhanced Support			A		A		A,ST
Microsoft Dynamics 365 Pro Direct Support			A		A		A,ST

2. Product Conditions

Terms of Service: QST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: From SA User SLs, Add-on User SLs	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-Up Eligible: All	

2.1 Purchase Eligibility for Dynamics 365 From SA User SLs

From SA User SLs may be purchased instead of SA for fully paid, perpetual Licenses with active SA for the Qualifying Products in the table below. From SA User SLs may also be purchased instead of Subscription Licenses for the Products below if the Subscription License was purchased at least three years prior to the purchase of the From SA User SL. The From SA User SLs are only available for purchase at Enrollment anniversary or beginning of a new Enrollment term.

Qualifying Product(s)	Corresponding From SA User SL
Microsoft Dynamics AX Task CAL, Microsoft Dynamics AX Self Serve CAL, Microsoft Dynamics CRM Essentials CAL, or Microsoft Dynamics 365 for Team Members On-premises CAL	Microsoft Dynamics 365 for Team Members, Enterprise edition From SA
Microsoft Dynamics AX Task CAL (Device)	Microsoft Dynamics 365 for Operations, Enterprise Edition From SA (Device)
Microsoft Dynamics AX Functional CAL, or Microsoft Dynamics AX Enterprise CAL	Microsoft Dynamic 365 for Operations, Enterprise edition From SA Microsoft Dynamics 365, Enterprise edition Plan 2 From SA
Microsoft Dynamics CRM Basic CAL, or Microsoft Dynamics for Sales On-premises CAL	Microsoft Dynamics 365 for Sales, Enterprise edition From SA Microsoft Dynamics 365, Enterprise edition Plan 1 From SA
Microsoft Dynamics CRM Basic CAL, or Microsoft Dynamics 365 for Customer Service On-premises CAL	Microsoft Dynamics 365 for Customer Service, Enterprise edition From SA Microsoft Dynamics 365, Enterprise edition Plan 1 From SA
Microsoft Dynamics for Sales On-premises CAL	Microsoft Dynamics 365 for Case Management, Enterprise edition From SA
Microsoft Dynamics CRM Professional CAL	Microsoft Dynamics 365, Enterprise edition Plan 1 From SA

2.1 Purchase Eligibility for Office 365 Applications From SA User SLs

From SA User SLs may be purchased instead of SA for fully paid, perpetual Licenses with active SA for the Qualifying Products in the table below. From SA User SL may also be purchased instead of Subscription Licenses for the Products below if the Subscription License was purchased at least three years prior to the purchase of the From SA User SL.

Qualifying Product(s)	Corresponding From SA User SL
Office Professional Plus	Office 365 ProPlus From SA
Visio Professional	Visio Pro for Office 365 From SA

2.2 Add-on User SLs Qualifying Licenses

Each Qualifying License must have active SA.

Qualifying Product(s)	Add-on User SL
Visio Professional	Visio Pro for Office 365 Add-on to Visio Professional
Visio Standard	Visio Pro for Office 365 Add-on to Visio Standard

2.3 Media Eligibility for Office 365 Pro Plus with Windows To Go Rights

If a user to whom Customer has assigned an Office 365 ProPlus License uses software under Windows to Go Rights, then in lieu of installing a copy of the software provided with Office 365 ProPlus on one of the five permitted devices pursuant to the terms of service for Office 365 ProPlus, that user may 1) install one copy of the Office Professional Plus 2013 software on the USB drive used for Windows to Go Rights, and 2) use the Office Professional Plus 2013 software on that USB drive on any device. Upon termination of Customer's Office 365 ProPlus subscription it must uninstall Office Professional Plus 2013 software from the USB drive.

2.4 Campus and School Agreement, Enrollment for Education Solutions and Open Value Subscriptions – Education Solutions

If Customer is an Institution as described in the Campus and School Agreement and subscribes to Office 365 ProPlus User SL, it must purchase a License for each Qualified User in the Institution's organization. If Institution signs up for Student Option for Office 365 ProPlus User SL, it must purchase a License for each Student in the Organization.

Institutions with Office 365 ProPlus User SLs assigned to all faculty and staff may install Office Professional Plus 2016 software on any open access lab or library within the Institution's Organization. Use of the software is otherwise subject to the License terms for Office Professional Plus 2016.

Institutions with Office Professional Plus Software Assurance assigned to all faculty and staff are eligible to acquire Licenses for Office 365 ProPlus for all faculty and staff part of Institution's organization at no additional cost to Institution. Licenses acquired at no cost through this offer may not be counted toward satisfaction of Institution's minimum order requirements.

2.5 Office Multi Language Pack

Customers with Office 365 Application subscriptions may use the latest version of the Office Multi Language Pack with copies of desktop applications software they are permitted to use under their qualifying Office 365 subscription. The right to use the Office Multi Language Pack expires upon the expiration of rights under the qualifying Office 365 Application.

2.6 E-Learning

Customer may access hosted E-Learning courses if it has one or more Licenses for Office 365 ProPlus (SCORM-compliant content is not eligible). Only Customer's users with active Office 365 ProPlus licenses may access hosted online E-Learning courses relevant to Office 365 ProPlus services by logging in to the Online Training site with their Office 365 ProPlus credentials. Customer's use of hosted E-Learning courses is subject to the E-Learning website terms of use.

2.7 Office Online

If Customer has a License for Office 365 ProPlus, then Customer may use Office Online services. Each of Customer's Licensed Users of Office 365 ProPlus may access Office Online services for viewing and editing documents, as long as they are also licensed for SharePoint Online or OneDrive for Business.

2.8 Open Value Subscription Migration Period

For each unit of Office 365 ProPlus, Midsize Business, Enterprise E3-E5, or Education E3-E5 User SLs Customer activates on or before the expiration of their Open Value Subscription agreement (the "Expiration Date"), Customer may continue to use the copy of Office Standard or Professional Plus licensed to them under an Open Value Subscription agreement. This right expires 180 days after the Expiration Date. Use of Office Standard or Office Professional Plus during this period is subject to the Use Rights effective on the Expiration Date.

2.9 Deployment Rights for Visio Professional 2016

Each Office 2016 users with a subscription for Visio Pro for Office 365 may install and use a single copy of Visio Professional 2016 software on the device on which Office 2016 is installed.

Office 365 Suites

1. Program Availability

Online Services	Qualif.	OL	SPLA	MPSA	OW/OVS	EA/EAS	OVS-ES	EES
Office 365 Business Essentials		OM			OM P		A	
Office 365 Business Premium		OM			OM P		A	
Office 365 Education (User SL)	1						A	EO ST
Office 365 Education E5 (User SL)	(1)						A	EO ST
Office 365 Education E5 Add-on (User SL)	(1)						A	EO ST
Office 365 Enterprise E1 (User SL)	1	OM		UC	EO OM P	EO UC		
Office 365 Enterprise E1 From SA (User SL)						EO UC		
Office 365 Enterprise E3 (User SL)	1	OM		UC	EO OM P	EO UC		
Office 365 Enterprise E3 From SA (User SL)						EO UC		
Office 365 Enterprise E4 (User SL)	1			UC				
Office 365 Enterprise E4 From SA (User SL)						UC		
Office 365 Enterprise E5 (User SL)	1	OM			EO OM P	EO		
Office 365 Enterprise E5 From SA (User SL)						EO		
Office 365 Enterprise E1, E3 Add-on (User SL)	1			UC	OW	EO UC		
Office 365 Enterprise E4 Add-on (User SL)	1			UC		UC		
Office 365 Enterprise E5 Add-on (User SL)					OW	EO		
Office 365 Enterprise E3 without ProPlus Add-on (User SL)						EO UC		
Office 365 Enterprise E4 without ProPlus Add-on (User SL)						UC		
Office 365 Enterprise K1 (User SL)	1			UC		A UC		
Office 365 Midsize Business (User SL)		OM			P			

2. Product Conditions

Terms of Service: OST	Product Pool: All Application and Server (E1 and K1 Server only), MPSA – All Application only	Extended Term Eligible: Enterprise, Government, K
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: K only	Reduction Eligible: Enterprise, Government, K	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-Up Eligible: Enterprise, Government, K	

2.1 United States Government Community Cloud Service
For Office 365 Suites identified above in Program Availability as UC, refer to the program availability table for each suite component to find which components are UC services.

2.2 Campus and School Acquisitions
Under Campus and School Agreement, subscription licenses for Office 365 Suites must be acquired per user on an institution-wide or non-institution-wide basis. If additional User SLs are required to access Office 365 Suites mid-term, institution must submit an order for such Licenses. When licensing Office 365 Add-on, the corresponding qualifying License must be licensed under the same Enrollment. When placing anniversary orders, institution may order fewer Licenses for Online Services than the quantity of institution's initial order as long as the anniversary order meets the minimum requirements for Platform Online Services as set forth in Customer's volume licensing agreement.

2.3 No cost Office 365 ProPlus Student Licensing Based on Faculty/Staff Coverage
Provided an institution has licensed Office Professional Plus or Office 365 ProPlus for all Faculty and Staff in its defined Organization under an Open Value Subscription Agreement for Education Solutions or a Campus and School Agreement Enrollment for Education Solutions, institution is eligible to acquire Licenses for Office 365 ProPlus for all students enrolled in any educational institution that is part of institution's defined Organization, whether on a full-time or part-time basis, at no additional cost to institution. Licenses acquired at no cost through this offer may not be counted toward satisfaction of institution's minimum order requirements.

2.4 Campus and School Lab or Library Use
Refer Office 365 ProPlus Product Entry for offer to use Office Professional Plus 2016 software on any open access lab or library within the institution's Organization for institutions with Office 365 ProPlus User SLs assigned to all faculty and staff.

2.5 Add-on User SLs Qualifying Licenses

Qualifying License(s)	Add-on User SL
Core CAL Suite[1]	- **Office 365 Enterprise E1 Add-on**[2] - Office 365 Enterprise E1 w/Exchange Online Archiving Add-on[2,3,4] - Office 365 Government E1 Add-on

	- Office 365 Enterprise & Government E3 without ProPlus Add-ons - Office 365 Government E4 without ProPlus Add-ons - Office 365 Education E5 Add-on - Exchange Online Plan 1 Add-on - Skype for Business Online Plan 1 Add-on - SharePoint Online Plan 1 Add-on
Core CAL Suite[1] + Office Professional Plus[3]	- Office 365 Enterprise E1 / Government E1 Add-ons - Office 365 Enterprise E3 Add-on[2] - Office 365 Government E3 Add-on[4] - Office 365 Enterprise & Government E4, E5 Add-ons - Office 365 Enterprise & Government E3 without ProPlus Add-ons - Office 365 Government E4 without ProPlus Add-ons - Office 365 Education E5 Add-on - Office 365 Midsize Business Add-on[2] - Exchange Online Plan 1 Add-on - Skype for Business Online Plan 1 Add-on - SharePoint Online Plan 1 Add-on
Enterprise CAL Suite[1]	- Office 365 Enterprise & Government E3 without ProPlus Add-ons - Office 365 Enterprise & Government E4[4] without ProPlus Add-ons - Office 365 Education E5 Add-on - Azure Information Protection Premium Add-on
Enterprise CAL Suite[1] + Office Professional Plus[3]	- Office 365 Enterprise & Government E3[3], E4[4], or E5 Add-ons - Office 365 Education E5 Add-on - Office 365 Enterprise & Government E3[2] or E4[4] without ProPlus Add-ons
Office Professional Plus[3]	- Office 365 Midsize Business Add-on[2,3] - Office 365 Enterprise E3 Add-on[2,3] - Office 365 Education E5 Add-on

[1]*1Each Qualifying License must have active SA*
[2]*These are the only offerings available to Open Value and Open Value Subscription customers.*
[3]*This Add-on User SL may only be purchased under an Open Value (Organization Wide) or Open Value Subscription agreement.*
[4]*Only Government customers as defined in Customer's volume licensing agreement may purchase this Add-on User SL.*

Add-on User SLs (other than the Office 365 Midsize Business Add-on) have access rights equivalent to the Qualifying License, and permit the licensed user to access the same functionality of Customer's corresponding on-premises server Products as the Qualifying License from any device.

2.6 Purchase Restrictions
Only one Add-on User SL may be purchased for each Qualifying License (or set of Qualifying Licenses).

Customers may acquire Add-on User SLs for users or devices added to an Enterprise Enrollment user or device count, or to an Open Value Subscription Agreement, between true-up dates (i.e., in advance of the acquisition of the Qualifying Licenses), subject to the same limitation of one Add-on User SL per qualifying License (or set of Qualifying Licenses).

2.7 Volume Licensing Program Terms
Programs terms applicable to the corresponding Online Service User SL also apply to the Add-on User SLs.

2.8 Purchase eligibility for Office 365 From SA User SLs
From SA User SLs may be purchased instead of SA for fully paid, perpetual Licenses with active SA for the Qualifying Products in the table below. From SA User SL may also be purchased instead of Subscription Licenses for the Qualifying Products below if the Subscription License was purchased at least three years prior to the purchase of the From SA User SL.

Qualifying Products	Corresponding From SA User SL	Required CAL Suite Bridge
Core CAL Suite	Office 365 (Enterprise E1 & Government E1) From SA[1]	Core CAL Bridge for Office 365[2,3]
Office Professional Plus and Core CAL Suite	Office 365 (Enterprise E3, E5 & Government E3, E4) From SA[1]	Core CAL Bridge for Office 365[2,3]
Office Professional Plus and Enterprise CAL Suite	Office 365 (Enterprise E3, E5 & Government E3, E4) From SA[1]	Enterprise CAL Bridge for Office 365[2,3]

[1]*Available for purchase at enrollment anniversary or beginning of a new enrollment term only.*
[2]*Required for Purchase at enrollment anniversary only.*
[3]*Purchase not required for users also licensed with Enterprise Mobility + Security.*

At their next Enrollment renewal, customers who have licensed Office 365 suite subscriptions prior to August 1, 2014 under a current Enrollment may purchase corresponding From SA User SLs to license all respective Office 365 users including those users added during the remainder of their current Enrollment term.

2.9 From SA User SLs purchases
No more than one From SA User SL may be purchased for each per device Qualifying License in section 2.8. As a one-time exception for devices assigned Qualifying Licenses that are used by more than one user, Customer may purchase a From SA User SL for each of those users, but only if it purchases a From SA User SL for all users of all licensed Qualified Device.

2.10 SA Benefits for Office 365 From SA User SLs
Office 365 (Enterprise E1, E3, E5 and Government E1, E3, E4) From SA User SLs provide the same SA Benefits as the Qualifying Products in section 2.8 above.

2.11 Office 365 Enterprise K1
Office 365 Enterprise K1 is formerly known as Business Productivity Online Deskless Suite (BPOS Deskless). Customers in Brazil and Chile purchasing Office 365 Enterprise K1 will be provisioned on BPOS Deskless. These customers may migrate to Office 365 Enterprise K1.

2.12 Office Multi Language Pack
Customers with Office 365 Suite that include Office 365 ProPlus may use the latest version of the Office Multi Language Pack with copies of desktop applications software they are permitted to use under their qualifying Office 365 Suite.

2.13 E-Learning
Customer may access hosted E-Learning courses if it has one or more Licenses for Office 365 ProPlus (SCORM-compliant content is not eligible). Only Customer's users with active Office 365 ProPlus licenses may access hosted online E-Learning courses relevant to Office 365 ProPlus services by logging in to the Online Training site with their Office 365 ProPlus credentials. Customer's use of hosted E-Learning courses is subject to the E-Learning website terms of use.

2.14 Office 365 Midsize Business Product Key Redemption
Office 365 Midsize Business is available until September 30, 2015, after which unredeemed subscriptions may be used for a successor product.

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Office 365 Advanced Security Management

1. Program Availability

Online Services	Point	OL	S/SL	MPSA	OV/OVS	EA/EAS	OVS-ES	CES
Office 365 Advanced Security Management (User SL)	1	OM			P	A	A	A,ST

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: All	Reduction Eligible: All	Reduction Eligible (SCE): All
Student Use Benefit: All	True-Up Eligible: All	

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Office 365 Customer Lockbox

1. Program Availability

Online Services	Point	OL	S/SL	MPSA	OV/OVS	EA/EAS	OVS-ES	CES
Office 365 Customer Lockbox (User SL)		OM		UC	P	A,UC	A	A,ST

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: N/A
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: All	Reduction Eligible: All	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-Up Eligible: All	

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Microsoft MyAnalytics

1. Program Availability

Online Services	Point	OL	S/SL	MPSA	OV/OPS	EA/EAS	OVS-ES	ETS
Microsoft MyAnalytics (User SL)		OM			P	A	A	A ST

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible N/A
Migration Rights: N/A	Prerequisite N/A	Promotions N/A
Qualified User Exemption: All	Reduction Eligible: All	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-Up Eligible: All	

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Office 365 Advanced Compliance

1. Program Availability

Online Services	Point	OL	S/SL	MPSA	OV/OPS	EA/EAS	OVS-ES	ETS
Office 365 Advanced Compliance (User SL)		OM			P	A	A	A ST

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible N/A
Migration Rights N/A	Prerequisite N/A	Promotions N/A
Qualified User Exemption: All	Reduction Eligible: All	Reduction Eligible (SCE): N/A
Student Use Benefit N/A	True-Up Eligible All	

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Exchange Online

1. Program Availability

Online Services	Point	OL	S/SL	MPSA	OV/OPS	EA/EAS	OVS-ES	ETS
Exchange Online Plan 1 (User SL)		OM		UC	OM, P	A,UC		A
Exchange Online Plan 1 Add-on (User SL)		OM		UC	P	A,UC	A	
Exchange Online Plan 1A for Alumni (User SL)								A
Exchange Online Plan 2 (User SL)	1	OM		UC	P	A,UC	A	A ST
Exchange Online Kiosk (User SL)				UC		A,UC		
Exchange Online Archiving for Exchange Online (User SL)	1	OM		UC	P	A,UC	A	A ST
Exchange Online Archiving for Exchange Server (User SL)	1	OM		UC	P	A,UC	A	A ST
Exchange Online Protection (User SL)		OM		UC	OM, P	A,UC	A	A
Office 365 Advanced Threat Protection (User SL)		OM		UC	P	A,UC	A	A ST
Import Service for Office 365						A		

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All (except Encryption)
Migration Rights: Product List - March 2014 (Exchange Hosted Archive)	Prerequisite N/A	Promotions N/A
Qualified User Exemption: K only	Reduction Eligible: All	Reduction Eligible (SCE) N/A
Student Use Benefit N/A	True-Up Eligible: All	

2.1 Exchange Online Archiving for Exchange Server

Exchange Online Archiving for Exchange Server is a successor Online Service to Exchange Hosted Archive.

2.2 Exchange Online Archiving for Exchange Server A
Academic Institutions under Enrollment for Education Solutions and Open Value Subscription Agreement for Education Solutions, licensed for Enterprise CAL Suite for their Organization-Wide count and Student count are authorized to a corresponding number of Exchange Online Archiving for Exchange Server A User SLs for all users covered within their Organization-Wide count and Student count.

2.3 Prerequisite: Add-on User SLs
Refer to Add-on User SLs in Office 365 Suites for information on Add-ons.

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OneDrive for Business

1. Program Availability

Online Services	Point	OL	S/ST	MPSA	OV/OVS	EA/EAS	OVS-ES	FES
OneDrive for Business Plan 1 (User SL)	1	OM		UC	P	A,UC	A	
OneDrive for Business Plan 2 (User SL)	1	OM		UC	P	A,UC	A	

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights N/A	Prerequisite N/A	Promotions: N/A
Qualified User Exemption. N/A	Reduction Eligible: All	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-Up Eligible: All	

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Project Online

1. Program Availability

Online Services	Point	OL	S/ST	MPSA	OV/OVS	EA/EAS	OVS-ES	FES
Project Online Essentials (User SL)	1	OM			P	A,UC		
Project Online Essentials Add-on (User SL)						A,UC		
Project Online Professional (User SL)	1	OM			OM P	A,UC	A	A,ST
Project Online Professional Add-on (User SL)						A,UC		
Project Online Professional From SA (User SL)						A,UC		
Project Online Premium (User SL)	1	OM			OM P	A,UC	A	A,ST
Project Online Premium Add-on (User SL)						A,UC		
Project Online Premium From SA (User SL)						UC		

2. Product Conditions

Terms of Service: OST	Product Pool: Server, MPSA - All Application only	Extended Term Eligible: All
Migration Rights N/A	Prerequisite N/A	Promotions N/A
Qualified User Exemption. N/A	Reduction Eligible: All	Reduction Eligible (SCE) N/A
Student Use Benefit N/A	True-Up Eligible: All	

2.1 Purchase Eligibility for Project Online From SA User SLs
From SA User SLs may be purchased instead of SA for fully paid, perpetual Licenses with active SA for the Qualifying Products in the table below. From SA User SL may also be purchased instead of Subscription Licenses for the Products below if the Subscription License was purchased at least three years prior to the purchase of the From SA User SL. The from SA User SLs are only available for purchase at enrollment anniversary or beginning of a new enrollment term.

Qualifying Products	Corresponding from SA User SL
Project Professional	Project Online Professional From SA Project Online Premium From SA
Project Server CAL	Project Online Professional From SA Project Online Premium From SA

2.2 Add-on User SLs Qualifying Licenses
Each Qualifying License must have active SA.

Qualifying Licenses	Add-on User SLs
Project Professional	Project Online Professional Add-on to Project Professional Project Online Premium Add-on to Project Professional
Project Standard	Project Online Professional Add-on to Project Standard Project Online Premium Add-on to Project Standard
Project Server CAL	Project Online Essentials Add-on to Project CAL Project Online Professional Add-on to Project CAL Project Online Premium Add-on to Project CAL

2.3 Office Multi Language Pack
Customers with Project Online Professional or Project Online Premium subscriptions may use the latest version of the Office Multi Language Pack with copies of desktop applications software they are permitted to use under their qualifying subscription. The right to use the Office Multi Language Pack expires upon the expiration of rights under the qualifying subscription.

2.4 Deployment Rights for Project Professional 2016
Each Office 2016 users with a subscription for Project Online Professional or Project Online Premium may install and use a single copy of Project Professional 2016 software on the device on which Office 2016 is installed.

2.5 Project Online and Project Pro for Office 365 Product Key Redemption
Project Online and Project Pro for Office 365 subscriptions licensed through Open, Open Value, or Open Value Subscription agreements may be redeemed until December 31st, 2016, after which unredeemed subscriptions may be used for a successor product.

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SharePoint Online

1. Program Availability

Online Services	Qualifying Licenses	O	S/C	M/SA	O/VOL	P/VAS	Dyn ES	ES
SharePoint Online Plan 1 (User SL)	1	OM		UC	P	A,UC		
SharePoint Online Plan 1 Add-on (User SL)						A		
SharePoint Online Plan 2 (User SL)	1	OM		UC	P	A,UC		
Office 365 Extra File Storage 1 GB (Add-on SL)	1	OM		UC	P	A,UC	A	A,ST

2. Product Conditions

Term of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: K only	Reduction Eligible: All	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-Up Eligible: All	

2.1 Prerequisite: Add-on User SLs
Refer to Add-on User SLs in Office 365 Suites for information on Add-ons.

2.2 SharePoint Online Plan 1 with Yammer and SharePoint Online Plan 2 with Yammer Key Redemption
SharePoint Online Plan 1 with Yammer or SharePoint Online Plan 2 with Yammer subscriptions licensed through Open, Open Value, or Open Value Subscription agreements may be redeemed until October 31, 2015, after which unredeemed subscriptions may be used for a product that includes either of those services.

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Skype for Business Online

1. Program Availability

Online Services	Qualifying Licenses	O	S/C	M/SA	O/VOL	P/VAS	Dyn ES	ES
Skype for Business Online Plan 1 (User SL)	1	OM		UC	OM, P	A,UC		
Skype for Business Online Plan 1 Add-on (User SL)						A,UC		

Skype for Business Online Plan 2 (User SL)	1						
Skype for Business Online Cloud PBX (User SL)							
Skype for Business Online PSTN Conferencing (User SL)							
Skype for Business Online PSTN Calling (User SL)							
Skype for Business PSTN Consumption (User SL)							

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All (except for Skype for Business PSTN Consumption)	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-Up Eligible: All (except for Skype for Business PSTN Consumption)	

2.1 Lync for Mac 2011

Skype for Business Online Plan 1 and Plan 2 require the separate purchase and installation of Skype for Business 2015 (or Lync for Mac 2011) to access the complete feature set of Skype for Business Online Plan 1 and Plan 2. As a limited time offer, customers licensed for Skype for Business Online receive one licensed copy of Lync for Mac 2011 at no cost with each trial or paid subscription License to Skype for Business Online. The software may only be used with Skype for Business Online, and all rights to use the software will terminate upon expiration of the underlying subscription License or migration to the next version of Skype for Business Online, whichever comes first. Customers may use the free Skype for Business Basic 2015 client for their Windows-Based end users.

2.2 Prerequisite: Add-on User SLs

Refer to Add-on User SLs in Office 365 Suites for information on Add-ons.

2.3 Skype for Business PSTN Consumption

Skype for Business PSTN Consumption services require an initial payment through the Office 365 Administration Portal. Microsoft will invoice Customer or its reseller immediately for each transaction including, if automatic replenishment is enabled, each time the minimum balance is reached. Any funds customer allocates to the Skype for Business PSTN Consumption services may be used for those services, and any such funds not used within 12 months from the date of the transaction will be forfeited.

Usage charges will be based on Microsoft's published rates when the services are used. Skype for Business PSTN Consumption services are exempt from fixed pricing, notwithstanding any reference to fixed pricing under the applicable volume licensing agreement.

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Other Online Services

Bing Maps

1. Program Availability

Online Services	Pool							
Bing Maps Enterprise Fee Monthly Subscription	25							
Bing Maps Asset Management Platform Monthly Subscription	25							
Bing Maps Internal Website Usage 100K Transactions Monthly Subscription	125							
Bing Maps Internal Website Usage 500K (and higher) Transactions Monthly Subscription	200							
Bing Maps Known Per User Monthly Subscription	1							
Bing Maps Known 5K User Monthly Subscription	200							
Bing Maps Light Known 500 User Monthly Subscription	1							
Bing Maps Light Known 5K User Monthly Subscription	125							
Bing Maps Asset Management for Windows	1							
Bing Maps Public Website Usage 100K Transaction Monthly Subscription	50							
Bing Maps Public Website Usage 500K (and higher) Transactions Monthly Subscription	200							

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: N/A
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: N/A	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-Up Eligible: N/A	

2.1 Billable Transactions

Each Bing Maps Public Website Usage Add-on SL and Bing Maps Internal Website Usage Add-on SL entitles the Customer to the number of Billable Transactions specified in the Product name. On either the enrollment or subscription expiration date, all purchased and unused Billable Transactions are forfeited.

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Business Application Platform

1. Program Availability

Online Services	Point	OL	S/ST	MPSA	OV/OVS	FA/FAS	OVS-ES	ETS
Microsoft Flow Plan 1 (User SL)				A		A		A,ST
Microsoft Flow Plan 2 (User SL)				A		A		A,ST
Microsoft PowerApp Plan 1 (Device and User SL)				A		A		A
Microsoft PowerApp Plan 2 (User SL)				A		A		A,ST
Power BI Pro	1	OM		UC	OM, P	A,UC		
Power BI Pro A	1	OM					A	A,ST

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: Flow and PowerApp
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: Power BI Pro	Reduction Eligible: All	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-Up Eligible: Flow and PowerApp	

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Microsoft Intune

1. Program Availability

Online Services	Point	OL	S/ST	MPSA	OV/OVS	FA/FAS	OVS-ES	ETS
Microsoft Intune (User SL)	1	OM			P	EO, A	A	A,ST
Microsoft Intune Add-on (User SL)	1	OM			P	A	A	A,ST
Microsoft Intune User SL Add-on Extra Storage 1 GB	1					A		A,ST

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All	Reduction Eligible (SCE): N/A
Student Use Benefit: Yes	True-Up Eligible: All	

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Microsoft Learning

1. Program Availability

Online Services	Point	OL	S/ST	MPSA	OV/OVS	FA/FAS	OVS-ES	ETS
Microsoft Learning E-Reference Library	1					A	A	A

Microsoft Learning Imagine Academy	75	OM					A	A
Microsoft Learning MCP 1 Exam Vouchers (Services SL)	1					A	A	A
Microsoft Learning MCP 30 Exam Vouchers (User SL)	75	OM					A	A
Microsoft Learning MTA/MCA Certification 125 Exam Site License (Services SL)	125						A	A
Microsoft Learning MOS/MCE Certification 125 Exam Site License (Services SL)	125						A	A
Microsoft Learning MOS/MTA/MCE Certification 500 Exam Site License (Services SL)	125						A	A

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible N/A
Migration Rights N/A	Prerequisite N/A	Promotions N/A
Qualified User Exemption N/A	Reduction Eligible. N/A	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-Up Eligible. N/A	

2.1 Vouchers

Vouchers are provided upon purchase and expire 12 months from date of purchase.

2.2 Microsoft Office Specialist (MOS) Microsoft Technology Associate (MTA) and Microsoft Certification Educator (MCE) Exam Site License

Customer must be a Certiport/Pearson VUE test center authorized to deliver MOS or MTA exams under a site License. The site License will expire 12 months from the date of purchase. Any undelivered exams at the end of the term are forfeited. Academic Customers may only deliver site license exams to their faculty members and registered students.

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Microsoft Translator

1. Program Availability

Online Services	Point	QL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Microsoft Translator API						A		

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible N/A
Migration Rights: N/A	Prerequisite. N/A	Promotions N/A
Qualified User Exemption: N/A	Reduction Eligible: All	Reduction Eligible (SCE). N/A
Student Use Benefit. N/A	True-Up Eligible: N/A	

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Minecraft: Education Edition

1. Program Availability

Online Services	Point	QL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Minecraft: Education Edition	1							AOST

2. Product Conditions

Terms of Service: OST	Product Pool: Application	Extended Term Eligible N/A
Migration Rights N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption N/A	Reduction Eligible N/A	Reduction Eligible (SCE) N/A
Student Use Benefit N/A	True-Up Eligible. N/A	

2.1 Eligibility for No Charge Student Offering

Institutions may acquire Licenses of Minecraft: Education Edition at no charge for its students if it has purchased Licenses of the Minecraft: Education Edition Faculty offering for all of its Faculty and Staff. Licenses acquired by this method are not eligible for fulfilling any order requirements.

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Attributes

Attributes are identified in the tables in each Product Entry, and indicate rights or conditions applicable to the Products.

Additional Software: Software identified in the Use Rights for Server Products that Customer is permitted to use on any device in conjunction with its use of server software.

Client Access Requirement: Indicates whether or not a Server Product requires CALs for access by users and devices.

Disaster Recovery: Rights available to SA customers to use software for conditional disaster recovery purposes; refer to Servers – Disaster Recovery Rights section of Appendix B – Software Assurance for details.

Down Editions: Permitted lower editions corresponding to specified higher editions. Customer may use the permitted lower edition in place of a licensed higher-level edition, as permitted in the Universal License Terms.

Extended Term Eligible: Online services that are eligible for an extended term as described in the Enterprise and Enterprise Subscription licensing agreement.

External User Access Requirement: Indicates specific license requirements or options for access by External Users.

Fail-Over Rights: An SA benefit that allows Customer to run passive fail-over instances of the Product in conjunction with software running on the Licensed Server, in anticipation of a fail-over event. Passive fail-over instances may be run in either a separate OSE on the Licensed Server or on a different Server dedicated to Customer's use. Fail-Over Rights apply only if the number of licenses that otherwise would be required to run the passive fail-over instances does not exceed the number of licenses required to run the corresponding production instances.

Government Community Cloud (U.S. only): Online Services that are available exclusively to qualifying Unites States federal, state, local, or tribal government entities. Use Rights for government community cloud services are equivalent to those of their standard multi-tenant equivalents unless otherwise noted. Qualifying Online Services are offered as government community cloud services and non-government community cloud services. Customers may be provisioned as one or the other but not a mix of both. Online Services designated as government community cloud may not be deployed in the same domain with specific non-government community cloud services.

Included Technologies: Indicates other Microsoft components included in a Product; refer to the Included Technologies section of Universal License Terms for details.

License Mobility: Rights available to SA customers either to reassign licenses outside the standard timelines or to use Products on multi-tenant servers outside their own datacenters; refer to License Mobility section of Appendix B – Software Assurance for details.

License Terms: Terms and conditions governing deployment and use of a Product.

Migration Rights: Customer may be able to upgrade from prior versions of the software or other Products under special terms published in the Product Entry or Product List as indicated. Customer may also have non-standard downgrade rights to use prior versions of the same or other Products in place of the licensed version.

Prerequisite: Indicates that certain additional conditions must be met in order to purchase Licenses for the Product.

Prerequisite (SA): Indicates that certain additional conditions must be met in order to purchase SA coverage for the Product.

Prior Version: Earlier versions of Product and their Date Available.

Notices: Identifies the notices applicable for a Product; refer to the Notices section of the Universal License Terms for details.

Online Subscription Program (OSP): The Product is available in an Online Subscription program.

Product Pool: Indicates the grouping of Products that the Product belongs to for the purposes of determining pricing discounts. There are three Product pool categories; Application, Server and System.

Product-Specific License Terms: Indicates that Product-Specific terms and conditions governing deployment and use of the Product are included below the Use Rights table.

Promotions: Indicates that limited time offers apply to the Product as described in Appendix E – Promotions.

Qualified User Exemption: Exemption applicable to users who access Products solely under one of these licenses. These users are exempt from being counted as a Qualified User under Customer's volume licensing agreement, notwithstanding anything to the contrary in that agreement.

Reduction Eligible: An Online Service for a customer that has an Enterprise Enrollment, Enterprise Subscription Enrollment, Microsoft Azure Enrollment or Enrollment for Education Solutions can report a reduction in licenses or Allocated Annual Commitment.

Reduction Eligible (SCE): Products for which a Server & Cloud Enrollment customer can report a reduction in subscription licenses or future Allocated Annual Commitment after 12 continuous months.

Roaming Rights: An SA benefit that permits the Primary User of a Licensed Device certain access and use rights. The Primary User may use a Qualifying Third Party Device to (i) remotely access and use permitted instances or copies of the software running on Servers dedicated to Customer's use, (ii) locally use a permitted instance or copy in a Virtual OSE, or (iii) locally access a permitted instance or copy of the software on a USB drive via Windows to Go, in each case solely for work-related purposes while the user is not on Customer's premises. No other user may use the software under the same License at the same time. Despite anything to the contrary in Customer's volume licensing agreement, Qualified Desktops and Devices do not include any Qualifying Third Party Devices from which Customer's users access and use the software and any (other) enterprise product solely under Roaming Rights.

SA Equivalent Rights: Software SLs acquired under a Server and Cloud Enrollment or Microsoft Products and Services Agreement provide the same SA rights and benefits during the term of the Subscription as Licenses with SA coverage.

Self Hosting: An SA benefit that permits use of Products for conditional hosting purposes; refer to the Servers – Self Hosted Applications section of Appendix B – Software Assurance for details.

SA Benefits Pool: Indicates the category of the Product for purposes of determining SA Benefits broadly applicable to that Product Pool, as listed in in Appendix B – Software Assurance.

Student Use Benefit: The option for institutions that license a qualifying Product for their Organization-wide Count to license a Product for use by their Students at no additional cost. The qualifying Product and the Product eligible for the Student Use Benefit are identified in the Product Entry. Such Student Licenses may not be counted toward minimum order requirements.

Suite: A Product that is comprised of components that are also licensed separately. A suite is licensed under a single License that is assigned to a single user or device, and allows use of all of its components on the single device or by a single user to which it is assigned. The components of the Suite may not be separated and used on separate devices or by separate users.

True-Up Eligible: An Online Service subscription License that an Enterprise or Enterprise Subscription customer can order via the true-up or annual order process rather than monthly.

UTD Discount: An Up to Date Discount is a discount available to Open Value Subscription customers ordering licenses for Product during the first year of their agreement if they have a License for the corresponding qualifying Product.

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Cell Values

Cell Values are used in the Program Availability table in each of each Product Entry to identify how the Product is offered in each program. The volume licensing program agreements define these offering types.

A= Additional Product: The Product is offered as an Additional Product.

AO= Additional Product Organization Wide: The Product is offered as an Additional Product orderable organization-wide.

E = Enterprise Product: The Product is offered as an Enterprise Product, but not a desktop.

ED = Education Desktop: The Product is offered as an education desktop platform product with either Enterprise CAL Suite or Core CAL Suite under Enrollment for Education Solutions and Open Value Subscription – Education Solutions.

EO = Enterprise Online Service: The Online Service is offered as an enterprise Online Service or platform Online Service and satisfies the Enterprise Product requirements. EO for Core CAL and Enterprise CAL Suite require the corresponding CAL Suite Bridge.

OM = Open Minimum: Each License counts solely as 5 Licenses for purposes of the initial order minimum in Open License and Open Value.

OW = Organization-wide: Available under the Organization-wide option.

P = Non-Organization Wide in Open Value: The Product is offered on a non-Organization Wide basis in Open Value.

SD= School Desktop Platform Product: The Product is offered as a school desktop platform product with either Enterprise CAL Suite or Core CAL Suite under Campus and School Agreement. An SD is counted as three units.

ST = Student Offering: The Product is offered as a Student Offering and must be ordered for the full Student Count.

SP = Server and Tools Product: The Product is a server and tools product offered under the Server and Cloud Enrollment.

UC = United States Government Community Cloud Service: The Online Service is offered as a United States Government Community Cloud Service.

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Column Headings

Column Headings appear in the Program Availability table for each Product Entry and organize program availability information by program, offering type, points and availability dates.

DA= Date Available: The date a Product is first available, designated as month/year. For software, it is the earlier of the date Microsoft makes licenses available for ordering or available for download from the Volume Licensing Services Center (VLSC).

EA/EAS = Enterprise Agreement and Enterprise Subscription Agreement: Includes Enterprise and Enterprise Subscription Enrollments, including the Server Cloud Enrollment.

EES = Enrollment for Education Solutions: Includes Enrollment for Education Solutions and the School Enrollment under the Campus and School Agreement (CASA).

L = License: Point value designated for the software License indicated. If point value is parenthesis, that is the value for CASA.

L/SA = License and SA: Point value designated when License and SA is offered for purchase at the same time.

MPSA = Microsoft Products and Services Agreement.

OL = Open License: Open License includes Open License, Open License for Academic, Open License for Government, and Open License for Charity, where available.

OV/OVS= Open Value and Open Value Subscription: Includes Open Value, Open Value Subscription, Open Value for Government, and Open Value Subscription for Government.

OVS-ES= Open Value Subscription – Education Solutions.

Point = The value assigned to a Product used to calculate the volume pricing level applicable to Customer's volume licensing agreement.

SA = Software Assurance: Point value designated when SA is offered for the software indicated.

S/S+ = Select and Select Plus: This also includes Select for Academic, Select Plus for Academic, Select for Government, and Select Plus for Government.

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Definitions

Academic Program means Academic Purchasing Account on MPSA, Academic Select License, Select Plus for Academic, Campus and School Agreement, or Open Value Subscription – Education Solutions.

Add-on means a license that is purchased in addition to (and associated with) a previously acquired Qualifying License (or set of Qualifying Licenses) and is assigned to a single Qualified User (as defined in Customer's Enrollment). For any Add-on User SL not appearing individually in OST, the license terms applicable to a full User SL for the same service apply.

Additive CAL means a CAL that must be used on conjunction with a base CAL.

Additive External Connector License means an External Connector License that must be used in conjunction with a base External Connector License.

CAL means client access license, which may be assigned by user or device, as appropriate. A user CAL allows access to corresponding version of the server software or earlier versions of the server software from any device by one user. A device CAL allows access to corresponding versions of the server software or earlier versions of the server software from one device by any user. CALs allow access to server software running on Customer's Licensed Servers only.

CAL Equivalent License means a User SL or External Connector License identified in a Product's "Server Software Access" table, or a CAL suite or SL, as identified in the CAL Equivalent Licenses Table, Appendix A, as applicable. A CAL suite is a CAL Equivalent License only if Customer purchased the License after the Server Product's Date Available or if Customer had active SA coverage as of the Date Available.

Client OSE means an OSE running a client operating system.

Clustered HPC Application means a high performance computing applications that solves, in parallel, complex computational problems, or a set of closely related computational problems. Clustered HPC Applications divide a computationally complex problem into a set of jobs and tasks which are coordinated by a job scheduler, such as provided by Microsoft HPC Pack, or similar HPC middleware, which distributes these in parallel across one or more computers operating within an HPC cluster.

Cluster Node means a device that is dedicated to running Clustered HPC Applications or providing job scheduling services for Clustered HPC Applications.

Core Factor means a numerical value associated with a specific Physical Processor for purposes of determining the number of Licenses required to license all of the Physical Cores on a Server.

Cycle Harvesting Node means a device that is not dedicated to running Clustered HPC Applications or job scheduling services for Clustered HPC Applications.

External Connector License means a License assigned to a Server dedicated to Customer's use that permits access to the corresponding version of the server software or earlier versions of the server software by External Users.

External Users means users that are not either Customer's or its Affiliates' employees, or its or its affiliates' onsite contractors or onsite agents.

Hardware Thread means either a Physical Core or a hyper-thread in a Physical Processor.

High Performance Computing (HPC) Workload means a workload where the server software is used to run a Cluster Node and is used in conjunction with other software as necessary to permit security, storage, performance enhancement and systems management on a Cluster Node for the purpose of supporting the Clustered HPC Applications.

Hyper-V Container is a feature of Windows Server that utilizes a virtual operating system environment. Each Hyper-V Container is considered to be one Virtual OSE.

Instance means an image of software that is created by executing the software's setup or install procedure or by duplicating an existing instance.

License means the right to download, install, access and use a Product.

Licensed Device means a single physical hardware system to which a License is assigned. For purposes of this definition, a hardware partition or blade is considered to be a separate device.

License Mobility through Software Assurance Partner means an entity identified at http://www.microsoft.com/licensing/software-assurance/license-mobility.aspx and authorized by Microsoft to host customers' software on shared servers.

Licensed Server means a single Server, dedicated to Customer's use, to which a License is assigned. For purposes of this definition, a hardware partition or blade is considered to be a separate Server.

Licensed User means the single person to whom a License is assigned.

Management License (ML) means a License that permits management of one or more OSEs by the corresponding version of the server software or any earlier version of the server software. There are two categories of Management Licenses: Server Management License and Client Management License. There are three types of Client Management Licenses: User, OSE and device. A User Management License permits management of any OSE accessed by one user; an OSE Management License permits management of one OSE accessed by any user; a device Management License (Core CAL or Enterprise CAL Suite) permits management of any OSE on one device.

Management License Equivalent License means a User SL identified in a Product's "Management License" table, or a CAL suite or SL, as identified in the Management License Equivalent Licenses Table, Appendix A, as applicable. A CAL suite is a Management License Equivalent License only if Customer purchased the license after the Server Products' Date Available or if Customer had active SA coverage as the Date Available.

Managing an OSE means to solicit or receive data about, configure, or give instructions to the hardware or software that is directly or indirectly associated with the OSE. It does not include discovering the presence of a device or OSE.

Operating System Environment (OSE) means all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and instances of applications, if any, configured to run on the operating system instance or parts identified above. A physical hardware system can have one Physical OSE and/or one or more Virtual OSEs.

Physical Core means a core in a Physical Processor.

Physical OSE means an OSE that is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software or to provide hardware virtualization services is considered part of the Physical OSE.

Physical Processor means a processor in a physical hardware system.

Primary User means the user who uses a Licensed Device more than 50% of the time in any 90 day period.

Production Environment means any Physical or Virtual OSE running a production workload or accessing production data, or Physical OSE hosting one or more Virtual OSEs running production workloads or accessing production data.

Qualifying Third Party Device means a device that is not controlled, directly or indirectly, by Customer or its Affiliates (e.g., a third party's public kiosk).

Running Instance means an instance of software that is loaded into memory and for which one or more instructions have been executed. (Customer "Runs an Instance" of software by loading it into memory and executing one or more of its instructions.) Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.

SL means subscription License that allows access to software or a hosted service for a defined period of time.

Server means a physical hardware system capable of running server software.

Server Farm means a single data center or two data centers each physically located either in time zones not more than four hours apart, or within the EU or EFTA. A data center can be moved from one Server Farm to another, but not on a short-term basis. (EU is European Union; EFTA is European Free Trade Association).

Step-up means a license purchased in addition to (and associated with) a previously acquired base license. For any Step-up User SL not appearing individually in the OST, the license terms applicable to the equivalent full User SL apply.

Virtual Core means the unit of processing power in a virtual hardware system. A Virtual Core is the virtual representation of one or more hardware threads.

Virtual OSE means an OSE that is configured to run on a virtual hardware system.

Web Workload (also referred to as "Internet Web Solutions") are publicly available web pages, websites, web applications, web services, and/or POP3 mail serving. For clarity, access to content, information, and applications served by the software within an Internet Web Solution is not limited to Customer's or its affiliates' employees.

Software in Internet Web Solutions is used to run:

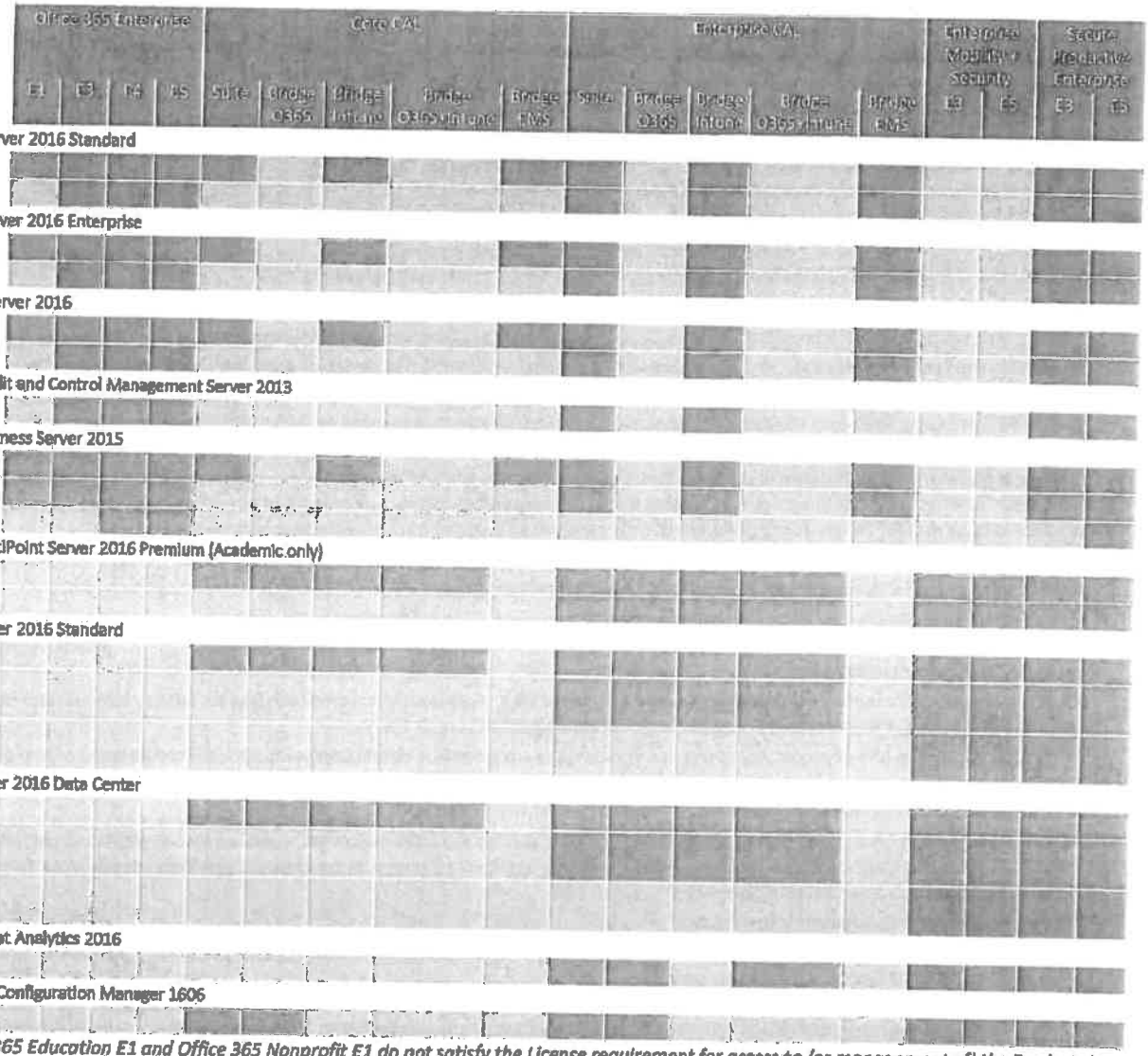
- web server software (for example, Microsoft Internet Information Services), and management or security agents (for example, the System Center Operations Manager agent);
- database engine software (for example, Microsoft SQL Server) solely to support Internet Web Solutions; or
- the Domain Name System (DNS) service to provide resolution of Internet names to IP addresses as long as that is not the sole function of that instance of the software.

Windows Server Container is a feature of Windows Server software.

Windows Software Components means components of Windows software included in a Product. Microsoft .NET Framework, Microsoft Data Access Components, PowerShell software and certain .dlls related to Microsoft Build, Windows Identity Foundation, Windows Library for JAVAScript, Debghelp.dll, and Web Deploy technologies are all Windows Software Components.

Appendix A – CAL/ML Equivalent Licenses

Rights to access server software running on Customer's Licensed Servers or to Manage OSEs are available under CAL suites and Online Services SLs. If a cell is shaded blue in a server's row, the CAL suite or SL in that column satisfies the License requirement for access to (or management of) that Server Product's base or additive functions. CAL suites must be purchased after the Product's Date Available or have active SA coverage on such date to satisfy access requirements for the current version of the Server Product.



***Note:** Office 365 Education E1 and Office 365 Nonprofit E1 do not satisfy the License requirement for access to (or management of) the Products in this table. A license for the Core CAL and Enterprise CAL Suite includes with active SA coverage provides rights equivalent to System Center Endpoint Protection 1606. A license for the Enterprise CAL Suite with active SA coverage provides rights equivalent to Data Loss Prevention and Exchange Online Protection.*

Appendix B – Software Assurance

Purchasing Software Assurance

There are three different levels of commitment Customer may select when purchasing SA, which may vary by program. Customer can:

1. Commit to attaching SA on all platform products.
2. Commit to attaching SA on all purchases under a particular Product pool (Applications, Systems or Servers), referred to as Software Assurance Membership (SAM).
3. Purchase SA on individual Products without making any commitment to expanding SA to other Products.

SA must be acquired at the time of acquiring the License or upon renewal of an existing SA term. Unless otherwise stated, only licenses for the latest version of a Product are eligible for SA. In the case of a transfer of perpetual Licenses, the transferee may acquire SA for such transferred Licenses within 30 days from the date of transfer and provided that the transferor maintained active SA for the Licenses up until the date of transfer.

Customers may have the option to acquire SA for certain licenses purchased from the Retail channel (full packaged product) or from an Original Equipment Manufacturer (OEM), as described in the table below. Under Open Value, this option applies only to non-Organization–wide/ Company-wide products. Under Enterprise Agreements, it applies only to Additional Products within 90 days from the date of purchase. Customers who acquire SA for OEM or retail licenses have the option of installing and using the Volume Licensing software for the current version at any time.

Pool	Full Packaged Product	OEM	Program
Application Pool	N/A	SA available only as outlined below	Applies to Open License, MPSA, Select, Select Plus and non Organization wide under Open Value and Additional Products under Enterprise Agreements. It does not apply to Enterprise Products under Open Value and Enterprise Agreements.
Server Pool	SA available	SA available	

Customers who acquire Microsoft Office Professional 2016 from an OEM may acquire SA for Microsoft Office Standard 2016 in the Open License programs, Select and Select Plus programs, and non Company-wide under Open Value within 90 days from the date of OEM purchase.

Enterprise Agreement customers who transitioned to an Online Service or who purchased a From SA subscription License in lieu of renewing SA may reattach SA to a License at anniversary or renewal without purchasing a new License. SA must be ordered for that License for the remainder of the enrollment term. SA coverage may not exceed the quantity of perpetual Licenses for which SA was current at the time of any prior transition or renewal and may not be reattached to transferred Licenses.

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Renewing Software Assurance

Renewing Coverage under the Same Agreement
Terms for renewing SA under the same program agreement by which it was initially ordered are contained Customer's volume licensing agreements. Customers may renew SA without the need to simultaneously order a License as long as the SA coverage has not expired. In addition, the following terms apply to specific programs as noted:

Open License
SA coverage ordered under an Open License authorization number ends upon expiration of that number. To renew, Customer must submit a renewal order for SA within 90 days after their authorization number expiration date.

Enterprise Agreement
To renew SA coverage under the same enrollment under an Enterprise Agreement, Customer must sign a new 2011 or later Enterprise Enrollment and Agreement (if they have not already), and must submit a renewal order for SA (as applicable) for 1) all Enterprise Products, Application Platform Products, Core Infrastructure Products and Additional Products they wish to renew and 2) any Online Services, accounting for transitions (if applicable).

Enrollment for Application Platform
EAP customers who have previously deferred Licenses via SA prior L SKUs must buyout their Licenses before they can renew SA.

Renewing Coverage from a Separate Agreement
Customer may renew SA for any Product if Customer has obtained a perpetual License and SA for that Product under a previous agreement in the same Volume Licensing Program, provided that 1) Customer's new agreement enrollment, or order (for MPSA) must be effective no later than the day following the date of expiration of the previous agreement or enrollment, and 2) the SA renewal order must be placed prior to the expiration of prior SA coverage, unless such coverage is being renewed from an Open License Agreement. In that case, Customers have 90 days from the expiration to place the order.

Customer may also renew SA from one Volume Licensing program into a different Volume Licensing Program. For Enterprise Products originally purchased under a program with a company-wide coverage requirement, this exception applies only if the customer is renewing SA into the MPSA or a program with a company-wide coverage requirement for Enterprise Products. For Agreement versions 2008 and prior, as long as coverage is renewed within 30 days (90 days if renewing from Open License program), customers will be deemed to have SA coverage during any period of time between when their expiring SA coverage lapsed and when the new coverage begins.

Renewing Software Assurance Coverage for Client Access Licenses (CALs) and Client Management Licenses (MLs)
Transitioning between User and Device CALs: Customers renewing SA for CALs can switch between User and Device. This transition does not change the CAL edition (i.e. Standard to Enterprise).
Transitioning between User and OSE Client MLs: Customers renewing SA for client MLs can switch between User and OSE.

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Migration License for Discontinued or End-of-Life Products

"Qualifying License," as used here, refers to a License with SA coverage as of the date specified and for the Product identified in the product entry referencing this section.
"Migration License," as used here, refers to rights granted in the Product Entry referencing this section.

Unless stated otherwise in the Product Entry:

- Customer may upgrade to and use software under a Migration License in place of software covered by the Qualifying License. The Customer may not use software under both licenses simultaneously.
- Migration Licenses are granted on 1:1 for each of Customer's Qualifying Licenses.
- If Customer acquired perpetual rights to use software under a Qualifying License, the rights to use software acquired under the Migration License are likewise perpetual; otherwise, rights acquired under a Migration License expire when the underlying Qualifying License expires.
- Upon expiration of SA coverage on the Qualifying License, Customer may acquire SA for the same version and edition of the Product covered by the Migration License, without the need to first acquire separate new Licenses. This option does not apply to customers buying licenses under subscription programs (e.g., Enterprise Subscription Agreements or Open Value Subscription agreements).
- Customer may not transfer Migration Licenses separately from Qualifying Licenses.
- Subsequently acquired licenses for the same discontinued Product under the same enrollment term under an Enterprise or Enterprise Subscription Agreement, Open Value Subscription or Enrollment for Education Solutions, as part of Customer's scheduled true-up process are also Qualifying Licenses for purposes of the license grant. Coverage for Products under subscription agreements must be continuous.

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Software Assurance Benefits

Most SA Benefits are available across each Product Pool, as described in the table below. Active SA for any qualifying Product qualifies Customer for the benefits shown in the table below. Some benefits are awarded based on Customer's SA spend on a given set of qualifying products within a pool. For these purposes, "SA spend" is not literally Customer's actual dollars spent, but is an approximation of what Customer has spent on SA coverage for those Products under its Select or Enterprise Enrollment, Select Plus registration or Open agreement (For example, SA only purchases and the SA component of L&SA purchases). For customers under subscription programs, it is an approximation of the total dollars Customer has spent licensing those Products under its enrollment or agreement. Software Assurance Membership ("SAM") is required for some benefits. Customer's access and rights to use their SA benefits, generally expires upon expiration of their SA coverage, unless otherwise noted below or in the Product Entries. The benefits are subject to change and may be discontinued at any time without notice. Availability of benefits varies by program, region, fulfillment options and language.

Benefits	Applications Pool	Systems Pool	Server Pool
New Version Rights	X	X	X
Office Online, Office Online Server	X		
Planning Services	X		X
Enterprise Source Licensing Program		X	
Enterprise Sideloading		X	
Windows Thin PC		X	
Microsoft Desktop Optimization Pack (MDOP)		X	
Windows Virtual Desktop Access (VDA)		X	
Training Vouchers	X	X	
E-Learning	X	X	X
Home Use Program	X		
24x7 Problem Resolution Support	X	X	X

Extended HotFix Support	X	X	X
Microsoft Dynamics CustomerSource			X
Step-Up License	X		X
System Center Global Service Monitor			X
Servers – Disaster Recovery Rights			X
License Mobility			X
Servers – Self Hosted Applications			X
Windows SA per User Add-on Purchase Rights		X	
Windows to Go		X	
Virtualization Rights for Windows and Windows Embedded Desktops		X	

New Version Rights

Customer may upgrade to the latest version of an available Product. If Customer acquires perpetual Licenses through SA, it may deploy new version upgrades for those Licenses after SA coverage has expired, but only to versions released during the active SA coverage. Use of the new version is subject to the License Terms for that version.

Calculating Software Assurance Benefits Points

Entitlements are calculated on a points-based system for the following benefits:

- Planning Services
- Training Vouchers
- 24x7 Problem Resolution Support (Phone) in MPSA only

Software Assurance Benefits points are calculated based on the number of qualifying licenses, applicable pools, and the points associated with qualifying products as listed in the following table. Points cannot be combined across agreements, enrollments, or Purchasing Accounts to qualify for additional points. Reduction of points as a result of returns and other billing adjustments, where allowed, may result in the loss of entitlements during the present or future entitlement periods.

Office Applications and Server Licenses	Points
Office Application Pool Products (including Office suites, Project Standard and Professional, Visio Standard and Professional), Windows Desktop Operating System Products, Microsoft Dynamics AX Task CAL, Microsoft Dynamics AX Store Server[1], Microsoft Dynamics AX Functional CAL[1], and Microsoft Dynamics 365 CAL[1]	1
Windows Server Standard (2-pack Core License), System Center Standard Server Management License (2-pack Core License)	5
Windows Server Datacenter (2-pack Core License), System Center Datacenter Server Management License (2-pack Core License)	10
SQL Server Standard edition, Windows Server Standard edition, System Center Standard Server Management License (2-processor), Visual Studio Professional with MSDN, Visual Studio Test Professional with MSDN, and Microsoft Dynamics AX Enterprise CAL	25
SQL Server Enterprise edition, SQL Server Business Intelligence, Windows Server Enterprise edition and Visual Studio Enterprise with MSDN	50
SQL Server Data Center edition, SQL Parallel Data Warehouse, Windows Server Datacenter edition, Microsoft Dynamics AX Standard Commerce Core Server, and System Center 2012 Datacenter Server Management License (2-processor)	75

***Note:** For SQL CALs, see the CAL Suites table in this section*

[1] *For Microsoft Dynamics 365 for Sales On-premises CAL and Microsoft Dynamics 365 for Customer Service On-premises CAL, 2 points are awarded*

Office Online Services and Office Online Server

Users of a device licensed with the qualifying applications may access Office Online services and Office Online Server for editing documents from the Licensed Device. The Primary User of the Licensed Device may access Office Online services and Office Online Server for editing documents from any device.

Qualifying Applications	Office Online Suite
Office Standard Office Professional Plus Office for Mac Standard	Office Online for Office 365 Office Online Server

Users must also be licensed for SharePoint Online or OneDrive for Business plans to access Office Online service.

Planning Services

Customers (other than those purchasing through Academic Programs) with a Company-wide commitment or SAM in the Application and Server Pools are eligible for this benefit. The Planning Services benefit provides qualifying customers with pre-determined customized service offerings.

Qualified customers receive a number of Planning Services days based on the number of SA Benefit points from qualifying licenses. The number of days Customer receives for the available Planning Services offerings are combined into a pool of Planning Services days.

Office Applications and Server Licenses	Points
Office Application Pool Products (including Office suites, Project Standard and Professional, Visio Standard and Professional), Microsoft Dynamics AX Task CAL, Microsoft Dynamics AX Store Server[1], Microsoft Dynamics AX Functional CAL[1], and Microsoft Dynamics 365 CAL[1]	1
SQL Server Standard edition, Windows Server Standard edition, Microsoft Dynamics CRM Server 2013 and Microsoft Dynamics CRM Server 2015, System Center 2012 Standard Server Management License (2-processor), Visual Studio Professional with MSDN, and Visual Studio Test Professional with MSDN, and Microsoft Dynamics AX Enterprise CAL	25
SQL Server Enterprise edition, SQL Server Business Intelligence, Windows Server Enterprise edition and Visual Studio Enterprise with MSDN	50

SQL Server Data Center edition, SQL Parallel Data Warehouse, Windows Server Datacenter edition, Microsoft Dynamics AX Standard Commerce Core Server, and System Center 2012 Datacenter Server Management License (2-processor)	75

Note: For SQL CALs, see the CAL Suites table in this section

[1] *For Microsoft Dynamics 365 for Sales On-premises CAL and Microsoft Dynamics 365 for Customer Service On-premises CAL, 2 points are awarded*

The total points Customer is eligible for defines the Planning Services Days entitlements as shown below:

Office Applications and/or Server Licenses Points	200-499	→1,999	→3,999	→29,999	→49,999	→99,999	→199,999	→399,999	→599,999	600,000+
Office Planning Services Days	1	3	5	10	15	20	30	40	50	75

Core CAL Suite and SQL CAL SA coverage counts as one (1) point toward the thresholds in the first column below, Enterprise CAL Suite SA coverage counts as two (2) points toward the thresholds in the first column below:

CAL Suites	200-3,999	→9,999	→99,999	→299,999	→599,999	→600,000+
Office Planning Services Days	1	3	5	7	10	12

Customers may select from available Planning Service offerings provided by qualified Microsoft Partners or Microsoft Affiliates. A list of available services can be found at http://www.microsoft.com/licensing/software-assurance/planning-services-overview.aspx.

The list of available services and associated service levels may change at any time. Qualified Providers will provide customers with an outline of the available Scope of Work for each of the above service offerings. Upon request customers can also convert (and un-convert) unused Training Voucher days (see the Training Voucher benefit) at a rate of three Training Voucher days into one Planning Service Day, if they (i) are currently eligible for the Training Voucher benefit, (ii) have activated their Training Voucher benefit, and (iii) have at least 3 unclaimed training days from Training Voucher benefit available for conversion.

- Planning Services may be delivered to Customer by qualified Microsoft Partners or Microsoft Affiliates. Services provided under vouchers are provided under an agreement between Customer and the Qualified Provider Customer can view the list of Qualified Providers here: http://directory.partners.extranet.microsoft.com/psbproviders
- Planning Services engagements provide services that covers a pre-determined scope of work that result in a high level deployment plan; the actual deployment of the software cannot be included.
- Planning Services vouchers can only be redeemed by the customer who qualified for the benefit.
- Planning Services vouchers may not be exchanged for cash, monies or other valuable considerations.
- Reduction of qualifying SA coverage as a result of returns and other billing adjustments, where allowed, may lower Customer's Planning Services entitlement days.
- Voucher types may not be combined. Planning Services engagements must not exceed the maximum specified duration per engagement type.
- Vouchers are only valid with qualified Providers for the specific service type for which the voucher is being redeemed.
- Vouchers must be assigned during the SA coverage period.
- Vouchers will expire 180 days from the date of voucher assignment, independent of SA coverage expiration. All services must be delivered (voucher redeemed) prior to voucher expiration. Vouchers that expire prior to SA coverage expiration will return to the available Planning Services pool of days. The tables above show service days available based on a full 3-year enrollment or agreement. Customers who purchase SA coverage for one-year will receive one third of the stated number of service days. Customers who purchase SA coverage for two-years will receive two thirds of the stated number of service days.

Completed deliverables submitted by the Qualified Provider at the end of the engagement to Microsoft may be used by Microsoft for quality assurance purposes and may be shared with Customer's Microsoft account team for that purpose.

Enterprise Source Licensing Program

Customers with 10,000 or more licensed desktops with SA coverage in the systems pool may be eligible to access to Microsoft Windows source code for internal development and support. Academic programs are eligible for the Microsoft Research Source Licensing Program.

Training Vouchers

Customers (other than those purchasing through Academic Programs) with a Company-wide commitment or SAM in the application or systems Product pools are eligible for Microsoft Training Vouchers granting a specific number of training days as described below.

Program	Office System Application Pool products	System Pool
Open Value	2 days per 50 licenses (maximum 20 days)	1 day per 50 licenses (maximum 10 days)
SAM 1-249	2 days per 50 licenses or points	1 day per 50 licenses or points
SAM 250-2,399	20 days per eligible enrollment or Purchasing Account	10 days per eligible enrollment or Purchasing Account
SAM 2,400-5,999	30 days*	15 days*
SAM 6,000-14,999	50 days*	25 days*
SAM 15,000 – 29,999	110 days*	55 days*
SAM 30,000 – 49,999	160 days*	80 days*

SAM 50,000 – 99,999	250 days*	125 days*
SAM 100,000 – 199,999	400 days*	200 days*
SAM 200,000 – 399,999	600 days*	300 days*
SAM 400,000 – 599,999	800 days*	400 days*
SAM 600,000 +	1400 days*	700 days*

**Number of days per eligible enrollment, agreement, or Purchasing Account*

- Services provided under vouchers are provided under an agreement between Customer and the qualified Microsoft Learning Partner.
- Courses delivered in an accelerated format require voucher days equivalent to the number of course days for the course delivery set in the SATV Voucher Validation and Reservation System.
- The voucher is only redeemable for days of instructor-led training with qualified Microsoft Learning Partners on approved courses. Custom courses (other than accelerated delivery of approved courses, custom courses compiled solely from approved courses or pre-approved exceptions based on systems issues or pilot programs) are not eligible for coverage by these vouchers.
- Vouchers cannot be used to cover any fees related to a customer not showing up for a reserved course.
- Vouchers may only be redeemed by the individual approved by the customer to use the voucher.
- Vouchers may not be exchanged for cash, monies or other valuable considerations.
- Vouchers must be assigned during the SA coverage period.
- Vouchers will expire 180 days from the date of voucher assignment. Vouchers that expire prior to SA coverage expiration will return to the available Training Voucher pool of days.
- One Training Voucher day is equal to the equivalent of one training session day.
- Vouchers may be used to reserve training with only one qualified Microsoft Learning Partner at a time.
- Reduction of the number of qualifying licenses for which SA is acquired as a result of returns and other billing adjustments, where allowed, may lower Customer's Training Vouchers service level eligibility.
- The table above shows training credits available based on a full 3-year enrollment or agreement. Customers who purchase SA coverage for one-year will receive one third of the stated number of training credits. Customers who purchase SA coverage for two-years will receive two thirds of the stated number of training credits.

E-Learning
This benefit varies by Applications, Systems, and Servers. Eligible customers will receive one access code (for Applications, Systems, and/or Servers) per qualifying enrollment/agreement. Customers with qualifying Server Products are eligible to use hosted E-Learning Server courses but not SCORM-compliant content. Customers with Office 365 Pro Plus are eligible to use hosted Office 365 related E-Learning courses only (SCORM-compliant content is not eligible).

The maximum number of users for which a Customer may use the E-Learning training is equal to the number of licensed copies of qualifying products that Customer has enrolled in SA. Customers must designate one user for each qualifying license. Access cannot be transferred from one user to another.

Home Use Program
Customer's employees, who are users of the licensed qualifying applications identified in the table below may acquire a single License for the corresponding Home Use Program software, to be installed on one device (either a PC or a Mac, specific to the software that is purchased). Academic Select (without SAM), Academic Select Plus (without SAM), and Academic Open programs are not eligible for this benefit.

Home Use Licenses expire with termination of employment, termination or expiration of SA coverage for the copy of the corresponding desktop application that employee uses at work, if the employee is no longer a user of the licensed copy of the software, or upon the employee's installation and use of any prior or later version of that desktop application pursuant to a Home Use Program license.

The terms of use for the Home Use Program software are between Microsoft and Customer's employee and are accessed through the Home Use Program website.

Microsoft assumes no responsibility for compliance with any employment-benefit, tax or reporting obligation that either Customer or its employees may have.

Qualifying Desktop Application	Corresponding Home Use Program License
Office Standard 2010/2013/2016 Office Professional Plus 2010/2013/2016 Office for Mac Standard 2011/Office 2016 for Mac Standard	Office Professional Plus 2016 HUP and Office 2016 for Mac Home & Business with Lync DL HUP
Access 2010/2013/2016 Excel 2010/2013/2016 PowerPoint 2010/2013/2016 InfoPath 2010/2013/2016 Lync 2010/2013/2015 OneNote 2010/2013/2016 Outlook 2010/2013/2016 Publisher 2010/2013/2016 Skype for Business 2015	Office Professional Plus 2016 HUP and Office 2016 for Mac Home & Business with Lync DL HUP

Word 2010/2013/2016	
Visio Standard 2010/2013 /2016 Visio Professional 2010/2013/2016	Visio Professional 2016 HUP
Project Standard 2010/2013/2016 Project Professional 2010/2013/2016	Project Professional 2016 HUP

For more information, including information on the future availability of additional Home Use Program software, refer to http://www.microsoft.com/licensing.

Microsoft may terminate a customer's participation in the Home Use Program, immediately and without notice, in connection with unauthorized access to or licensing through the Home Use Program website in connection with that customer's program code.

24x7 Problem Resolution Support
Customers (other than those purchasing through Academic Programs) with SA coverage are eligible for 24x7 Problem Resolution Support.

24x7 Problem Resolution Support provides assistance for problems with specific symptoms encountered while using Microsoft products. Microsoft will make reasonable efforts to assist Customer with support requests in a manner consistent with Microsoft Product Support policies. Microsoft reserves the right to refuse unreasonable requests for support services, and may refer Customers to an additional service level agreement which may require an additional charge.

Products that are currently in Mainstream Support as set forth in Microsoft's Support Lifecycle Policy are eligible for 24x7 Problem Resolution Support. Microsoft can add support for new Products or discontinue support for existing Products. Microsoft will notify Customer if Customer's implementation of Microsoft products cannot be supported. If Customer does not modify the implementation to make it effectively supportable within 30 days after the notice, Microsoft will not be obligated to provide additional support services for that implementation.

An assisted break-fix support request, also known as an incident, is defined as a single support issue and the reasonable effort needed to resolve it. A single support issue is a problem that cannot be broken down into subordinate issues. If a problem consists of subordinate issues, each shall be considered a separate incident. In certain situations, Microsoft may provide a modification to the commercially available Microsoft Product software code to address specific critical problems ("Hotfix(es)") in response to an assisted break-fix support request. Hotfixes are designed to address Customer's specific problems and are not regression tested.

Phone Support Incident Awards for all programs except MPSA
The number of permitted phone support incidents varies by customer based upon their SA spend and payment option. SA-spend-based incidents are earned based on server and desktop SA spend under a qualifying Select or Enterprise enrollment, Select Plus registration, Open Value Agreement or Open License Authorization number. Microsoft will award one incident for each Server SA or CAL SA spend of at least $20,000. Microsoft will award one incident for each Systems Pool or Applications Pool SA spend of at least $200,000. The table below shows the approximate currency equivalents for SA-spend-based awards for agreements based in currencies other than USD. Due to the fluctuation of exchange rates, this table is subject to change.

Currency Name	Currency Code	Server / CAL - Incident Award (increments)	SW / Client - Incident Award (increments)
US Dollar	USD	$20,000	$200,000
Australian Dollar	AUD	30,000	300,000
Canadian Dollar	CAD	27,000	270,000
Swiss Franc	CHF	S Fr. 33,000	S Fr. 330,000
China Renminbi	CNY	CRC 165,000	CRC 1,650,000
Danish Krone	DKK	kr 160,000	kr 1,600,000
EURO	EUR	21,500	215,000
UK Pound	GBP	£13,500	£135,000
Japanese Yen	JPY	JPY 2,400,000	JPY 24,000,000
Korean Won	KRW	KWD 24,000,000	KWD 240,000,000
Norwegian Krone	NOK	kr 165,000	kr 1,650,000
New Zealand Dollar	NZD	35,000	350,000
Swedish Krona	SEK	kr 200,000	kr 2,000,000
New Taiwan Dollar	TWD	NTD 700,000	NTD 7,000,000
India Rupee	INR	INR 1,000,000	INR 10,000,000
Russian Ruble	RUB	RUB 660,000	RUB 6,600,000

Phone Support Incidents that have not been used will expire at the expiration of SA coverage. Phone Support Incidents may not be transferred between enrollments or agreements.

Access to local phone support is available during business hours found on the website http://support.microsoft.com/gp/saphone. After-hours phone support may be provided through regional and international support centers. After-hours phone support can only be used to initiate

business critical support requests. Business hours are determined on a region-by-region basis. Phone support assistance is not available in all languages in all regions.

Phone Support Incidents Awards for MPSA
The number of permitted phone support incidents varies based upon Customer's SA benefits points earned. If Customer has SA coverage on at least one qualifying Server software Product, Customer is entitled to a complimentary incident. The number of phone support incidents to which Customer is entitled is based on the total calculated points earned through Customer's Purchasing Account, as shown below (refer to the 'Calculating Software Assurance Benefits Points' section of this document for details of how SA Benefits points are calculated):

Pool	Points per phone support incident
Applications and Systems (combined)	2,000
Server	400
CAL	400

Incidents are entitled over the term of the SA coverage and are available for use from the start of Customer's SA coverage, regardless of whether or not Customer has chosen to spread payments. Purchases made after the initial order will trigger recalculation of the incidents awarded and the annual allotment. Phone Support Incidents that have not been used will expire at the expiration of SA coverage. Phone Support Incidents may not be transferred between Purchasing Accounts.

Access to local phone support is available during business hours found on the website http://support.microsoft.com/gp/saphone. After-hours phone support may be provided through regional and international support centers. After-hours phone support can only be used to initiate business critical support requests. Business hours are determined on a region-by-region basis. Phone support assistance is not available in all languages in all regions.

Web-Based Incidents
Customers (other than Academic Select License, Select Plus for Academic, Academic Open License, Campus and School Agreement, Open Value Subscription – Education Solutions, and Open License) with Standard, Enterprise and Datacenter Editions of server software covered with SA have access to electronic web-based Problem Resolution Support services on an as needed basis. Access to the electronic support sites is available 24 hours per day, 7 days a week, though responses will occur during Business Hours. Incidents initiated via the Web then converted to phone resolution by Customer will count against the available phone incident balance upon resolution. Incidents initiated via the Web then followed up via phone by Microsoft will not count against the available phone incident balance if resolution continues on Web, email and other electronic means.

SA is required for both server software and related CALs for Web Support Incidents. Customers may only submit web-based Problem Resolution Support requests on those licensed copies of server software covered with SA.

Support Contacts
The number of permitted support contacts varies by Volume Licensing program and number of licenses covered under SA, as shown below. Contacts must be named individuals and can include individuals from outside Customer's organization. However, an organization, department or group name may not be listed as a contact.

Benefits	OE	OV	S/S+ EA Level A	S/S+ EA Level B	S/S+ EA Level C MPSA	S/S+ EA Level D
# of Problem Resolution Phone Support Contacts	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
# of Authorized Web Support Contacts	NA	1	2	3	8	16

Service Level for Software Assurance Customers
Estimated response times by severity level and Customer's responsibilities are defined in the following table:

Severity	Situation	Microsoft's Expected Response	Customer's Expected Response
A. Submission via phone	Critical business impact: Customer's business has significant loss or degradation of services	1st call response in 2 hours or less based on support offering Microsoft Resources at Customer site as required.	Allocation of appropriate resources to sustain continuous effort on a 24x7 basis2 Rapid access and response from change control authority Management notification
B. Submission via phone	Moderate business impact: Customer's business has moderate loss or degradation of services but work can reasonably continue in an impaired manner.	1st call response in 4 hours or less based on support offering Effort during Business Hours only	Allocation of appropriate resources to sustain Business Hours continuous effort Access and response from change control authority within 4 Business Hours
C. Submission via phone or web	Minimum business impact: Customer's business is substantially	1st response in one business day or less based on support offering	Accurate contact information on case owner

	functioning with minor or no impediments of services.	Effort during Business Hours only	Responsive within one business day.

1 Contact Microsoft representative for local business hours.
2 Microsoft may need to downgrade the severity level if Customer is not able to provide adequate resources or responses to enable Microsoft to continue with problem resolution efforts.

Conversion of Software Assurance 24x7 Problem Resolution Support Incidents to Premier Support Services
With the exception of MPSA, Customers may convert SA 24x7 Problem Resolution Support Incidents (SA PRS Incidents, or "SAB") to Premier Problem Resolution Support (PRS) hours or Dedicated Support Engineer (DSE) hours (applicable for reactive support activities only).

These services are for use consistent with their Premier Service plan at the time of transfer. The conversion is based on a local rate calculation that will be provided by their Premier Account Team. Customers may be required to purchase additional Support Account Management hours before converting SA PRS Incidents. SA PRS Incidents that are converted to Premier are considered Premier Problem Resolution Support hours and are subject to the Premier Services Description. Once converted, Incidents cannot be returned to Customer's SA allowance.

Additional Business Provisions
SA spend may not be combined across Select or Enterprise enrollments, Select Plus registrations, Purchasing Accounts, or Open Value Agreements to qualify for additional awards. Spending within each enrollment, agreement, or Purchasing Accounts will be used to determine the award for that enrollment, agreement, or Purchasing Accounts.

Reduction of SA Spend as a result of returns and other billing adjustments, where allowed, may result in the loss of Support eligibility or Phone Incident awards during the present or future award periods.

SCE Eligibility
Customers who have an SCE with a minimum annual average SA spend of $250,000 on total of qualifying products in either the Application Platform or the CIS Suite and who have an active Premier Services Agreement are eligible for Unlimited 24x7 Problem Resolution Support (PRS) Incidents. The two eligible SCE components qualify separately for Unlimited 24x7 Problem Resolution Support. Products listed below, that are currently in Mainstream or Extended Support as set forth in Microsoft's Support Lifecycle Policy in line with a Customer's Premier contract, are included in this benefit.

The qualifying Application Platform Products are:
- SQL Server (Standard, Standard Core, Enterprise Core, Business Intelligence and Parallel Data Warehouse and CALs)
- BizTalk Server (Standard, Enterprise, and Branch)
- Office SharePoint Server

The qualifying products from the Core Infrastructure Component are:
- CIS Suite Datacenter (Windows Server Datacenter and System Center Datacenter)
- CIS Suite Standard (Windows Server Standard and System Center Standard)

The table below lists the SA spend threshold conversions for agreements based in currencies other than USD. Due to the fluctuation of exchange rates, this table is subject to change without notice.

Currency	Currency Code	Minimum Annual Average SA Spend to qualify for Unlimited 24x7 PRS
US Dollar	USD	250,000
Australian Dollar	AUD	375,000
Canadian Dollar	CAD	337,500
Swiss Franc	CHF	412,500
China Renminbi	CNY	2,062,500
Danish Krone	DKK	2,000,000
EURO	EUR	268,750
UK Pound	GBP	168,750
Japanese Yen	JPY	30,000,000
Korean Won	KRW	300,000,000
Norwegian Krone	NOK	2,062,500
New Zealand Dollar	NZD	437,500
Swedish Krona	SEK	2,500,000
New Taiwan Dollar	TWD	8,750,000
India Rupee	INR	12,500,000
Russian Ruble	RUB	8,250,000

When committed annual average SA spend on qualifying Application Platform and/or Core Infrastructure products eligible for Unlimited 24x7 PRS is higher than $250,000, Microsoft will not award Incidents based on actual SA spend on these products. If Customer becomes eligible for

Unlimited 24x7 PRS midstream, any incident previously awarded based on SA spend and not consumed will be subtracted from Customer's balance. Unlimited 24x7 PRS incidents cannot be converted to Premier Problem Resolution Support hours or incidents.

Parallel Data Warehouse Eligibility
Customers who acquire licenses for SQL Server Enterprise Edition, deploy Parallel Data Warehouse ("PDW") and have an active Premier Services Agreement are eligible for Unlimited 24x7 PRS incidents, regardless of being enrolled in an SCE or their SCE spend.

While all qualifying customers will receive an unlimited number of 24x7 PRS incidents, the number of permitted support contacts to manage Unlimited 24x7 PRS does vary by size of the SA spend. All eligible customers are entitled to at least four authorized contacts plus one additional contact per every additional $125,000 of SA spend under their SCE or VL program (s) under which they purchased licenses for SQL Server Enterprise Edition, deploy PDW. For agreements in foreign currencies, eligible customers are entitled to at least four authorized contacts plus one additional contact for each incremental SA spend amount equivalent to $125,000 of annual average SA spend in the applicable foreign currency. See table below:

The following table applies to customers who have an SCE or have licenses for PDW:

Annual Average SA Spend	Permitted Support Contacts
$250,000 - $374,999	4
$375,000 - $499,999	5
$500,000 - $624,999	6
$625,000 - $749,999	7
$750,000 - $874,999	8

The number of permitted support contacts for MPSA is 8 regardless of SA spend. The Unlimited 24x7 PRS benefit only includes Problem Resolution Services. Any time spent by the Technical Account Manager (TAM) or the Designated Support Engineer (DSE) on the resolution of the incident will be accounted for under Customer's Premier Services Agreement.
Note: Customers currently licensed for PDW maintain this benefit as detailed in the June 2016 Product Terms.

Extended HotFix Support
Extended Hotfix Support is available to customers who have signed a Premier or Essential Support agreement and have purchased SA under the following programs:

- Customers (other than those purchasing through Academic Programs) with SAM coverage for Applications Pool qualify for Extended Hotfix Support for Application pool products.
- Customers (other than those purchasing through Academic Programs) with SAM coverage for Systems pool qualify for Extended Hotfix Support for Windows desktop operating system and/or Windows Embedded operating system (with SAM coverage on a Windows Embedded product).
- Customers (other than those purchasing through Academic Programs) with SA on at least one server product qualify for Extended Hotfix Support for Server products. The following server products are covered: Microsoft Exchange Server, Microsoft SQL Server, System Center, and Windows Server.

Extended Hotfix Support is a benefit for older software versions that have transitioned from Mainstream to Extended Support. For customers who have signed a Premier or Essential Support agreement, the annual fees for an Extended Support contract are waived. Customers are still responsible for the fees for individual Hotfixes.

Step-Up License Availability
The Step-Up License must be acquired, and is valid only when acquired, under the same volume licensing agreement and enrollment (if any), under which SA coverage for the qualifying product was acquired. Customer's right to the use of software under a Step-Up License is conditioned on their having and retaining a License for the qualifying product. Customers' perpetual rights under the Step-Up License supersede and replace the underlying License for the qualifying product. For more details, refer to the Enterprise Edition Step-Up License Volume Licensing Brief: http://www.microsoft.com/licensing

Step-Up from	Step-Up To
BizTalk Server Branch	BizTalk Server Standard
BizTalk Server Branch	BizTalk Server Enterprise
BizTalk Server Standard	BizTalk Server Enterprise
Core CAL Suite	Enterprise CAL Suite
Core Infrastructure Server Suite Standard	Core Infrastructure Server Suite Datacenter
Desktop Education w/ Core CAL	Desktop Education w/ Enterprise CAL Suite
Desktop School w/ Core CAL	Desktop School w/ Enterprise CAL Suite
Exchange Server Standard	Exchange Server Enterprise
Forefront TMG Standard	Forefront TMG Enterprise
Microsoft Dynamics 365 for Team Members On-premises CAL	Microsoft Dynamics 365 for Sales On-premises CAL
Microsoft Dynamics 365 for Team Members On-premises CAL	Microsoft Dynamics 365 for Customer Service On-premises CAL
Office Standard	Office Professional Plus

Professional Desktop	Enterprise Desktop
Project Standard	Project Professional
SQL Parallel Data Warehouse Core	SQL Server Enterprise Core
SQL Server Standard Core	SQL Server Enterprise Core
SQL Server Standard	SQL Server Business Intelligence
System Center Standard	System Center Datacenter
Visio Standard	Visio Professional
Visual Studio Professional with MSDN	Visual Studio Enterprise with MSDN
Visual Studio Test Professional with MSDN	Visual Studio Enterprise with MSDN
Windows Server Standard	Windows Server Datacenter

Servers – Disaster Recovery Rights

For each Instance of eligible server software Customer runs in a Physical OSE or Virtual OSE on a Licensed Server, it may temporarily run a backup Instance in a Physical OSE or Virtual OSE on either, another one of its Servers dedicated to disaster recovery, or, for Instances of eligible software other than Windows Server, on Microsoft Azure Services, provided the backup Instance is managed by Azure Site Recovery to Azure. The License Terms for the software and the following limitations apply to Customer's use of the backup Instance.

The backup Instance can run only during the following exception periods:

- For brief periods of disaster recovery testing within one week every 90 days;
- During a disaster, while the production Server being recovered is down; and
- Around the time of a disaster, for a brief period, to assist in the transfer between the primary production server and the disaster recovery Server.

In order to use the software under disaster recovery rights, Customer must comply with the following terms:

- The OSE on the disaster recovery Server must not be running at any other times except as above.
- The OSE on the disaster recovery Server may not be in the same cluster as the production Server.
- Other than backup Instances run on Microsoft Azure Services, Windows Server License is not required for the disaster recovery Server if the following conditions are met:
  - The Hyper-V role within Windows Server is used to replicate Virtual OSEs from the production Server at a primary site to a disaster recovery Server.
  - The disaster recovery Server may be used only to
    - run hardware virtualization software, such as Hyper-V,
    - provide hardware virtualization services,
    - run software agents to manage the hardware virtualization software,
    - serve as a destination for replication,
    - receive replicated Virtual OSEs, test failover,
    - await failover of the Virtual OSEs, and
    - run disaster recovery workloads as described above.
  - The disaster recovery Server may not be used as a production Server.
- Use of the software backup Instance should comply with the License Terms for the software.
- Once the disaster recovery process is complete and the production Server is recovered, the backup Instance must not be running at any other times except those times allowed here.
- Maintain SA coverage for all CALs, External Connector licenses and Server Management Licenses under which it accesses the backup Instance and manage the OSEs in which that software runs.
- Customer's right to run the backup Instances ends when Customer's Software Assurance coverage ends.

License Mobility

License Mobility Across Server Farms

Under License Mobility Across Server Farms, Customer may reassign any of its Licenses which are designated as having License Mobility and for which it has SA to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment). Products used for Self-Hosting may be used at the same time under License Mobility Across Server Farms rights.

License Mobility through Software Assurance

Under License Mobility Through Software Assurance (SA), Customer may move its licensed software to shared servers under any of its Licenses which are designated as having License Mobility for which it has SA, subject to the requirements below. Products used for Self-Hosting may be used at the same time under License Mobility through SA rights, subject to the limitations of the Self-Hosting License Terms.

Permitted Use:

With License Mobility through SA, Customer may:

- Run its licensed software on shared servers;

- Access that software under access licenses and for which it has SA, and under its User and Device SLs that permit access to the Products;
- Manage its OSEs that it uses on shared servers; and/or
- Manage its OSEs that it uses on its servers using software that it runs on shared servers.

Requirements:
To use License Mobility through SA, Customer must:

- Run its licensed software and manage its OSEs on shared servers under the terms of its volume licensing agreement;
- Deploy its Licenses only with Microsoft Azure Platform Services or qualified License Mobility through Software Assurance Partner; and
- Complete and submit the License Mobility Validation form with each License Mobility through Software Assurance Partner who will run its licensed software on their shared servers.

Customer may move its licensed software from shared servers back to its Licensed Servers or to another party's shared servers, but not on a short term basis (not within 90 days of the last assignment). Customer may also move instances run or OSEs managed under a particular License from shared servers in one Server Farm to its shared servers in another Server Farm, but not on a short-term basis (not within 90 days of the last assignment). OSEs managed under the same License must be in the same Server Farm. Customer agrees that it will be responsible for third parties' actions with regard to software deployed and managed on its behalf. Except as provided below, the License Terms applicable to the Product together with the License Mobility through SA terms govern its use. The License Mobility through SA terms supersede any conflicting License terms for a Product when License Mobility through SA is used. Some Products, as outlined below, have different use rights for shared servers under License Mobility through SA:

License Model	Product/Product Type	License	Permitted Number of OSEs or Cores per License
Per Core/CAL	External Connector Licenses	Each External Connector License with active SA coverage	1 OSE per license
Server/CAL	SQL Server	Each Server License with active SA coverage	1 OSE per license
Per-Core	All eligible Products	Each Core License with active SA coverage	One virtual core (subject to the product use rights including the requirement of a minimum of 4 cores per OSE)
Management Servers	System Center 2012 R2 Standard	Each Management License with active SA coverage	2 Managed OSEs per Licensed Server
Management Servers	System Center 2012 R2 Datacenter	Each Management License with active SA coverage	10 Managed OSEs per Licensed Server

Fail-over Rights
For Products that are also granted Fail-Over Rights, Customer may run passive fail-over instances on the qualifying shared servers in anticipation of a fail-over event. The number of licenses that otherwise would be required to run the passive fail-over instances must not exceed the number of licenses required to run the corresponding production instances on the same partner's shared servers.

Servers – Self Hosted Applications
Self-Hosted Applications means those Products for which Self-Hosted rights apply.

Despite any terms to the contrary in Customer's volume licensing agreement including the Product Terms, Customer may run licensed copies of Self-Hosted Applications that interact directly or indirectly with its software to create a unified solution ("Unified Solution") and permit third parties to use it, subject to the terms below.

Requirements
Customer must have the required Microsoft Licenses and SA for:

- the Self-Hosted Applications run as part of the Unified Solution; and
- all access Licenses used to make the Unified Solution available to External Users.

All Microsoft software used to create and deliver the Unified Solution must be:

- licensed through a Volume Licensing program; and
- eligible for Self Hosting under these License Terms.

If Customer delivers the Unified Solution from shared servers, Customer may not use Windows Server (nor Remote Desktop Services External Connector License or any other Windows Server access license) as a Self-Hosted Application. Instead, Customer must use Windows Server software licensed through a License Mobility through Software Assurance Partner or Customer's Services Provider Licensing Agreement, or under another Microsoft Volume Licensing offering permitting use on shared servers. Other Products used in a Unified Solution delivered from shared servers must have License Mobility through Software Assurance.

Customer's software must:

1. add significant and primary functionality to the Self-Hosted Applications that are part of the Unified Solution (dashboards, HTML editors, utilities, and similar technologies alone are not a primary service and/or application of a Unified Solution);
2. be the principal service and/or application of the Unified Solution, and must not allow direct access to the Self-Hosted Applications by any end user of the Unified Solution;
3. be delivered to end users over the Internet, a telephone network, or a private network from servers under the day to day control of Customer or a third party other than the end user of the Unified Solution (the Unified Solution may not be loaded onto the end user's device); and
4. be owned, not licensed, by it, except that its software may include non-substantive third party software that is embedded in, or operates in support of, its software.

All use of the Self-Hosted Applications remains governed by the License Terms for those products. Customer may not transfer Licenses acquired under its volume licensing agreement except as permitted in that agreement.

Appendix C – Professional Services

The Professional Services available through Microsoft Volume Licensing are described below.

Microsoft Premier Support Offerings

Area	Premier Core	Premier Foundation	Premier Standard	Premier Plus
Support Account Management	X	X	X	X
Account Profiling & Reporting	Monthly	Monthly	Monthly	Monthly
Support Assistance (Hours annually allocated)	Up to 10 hours	Up to 10 hours +1 Health Check +1 Workshop	Up to 120 hours	Up to 160 hours
Problem Resolution Support (PRS) (annually allocated)	Up to 40 hours	Up to 30 hours	Up to 80 hours	Up to 140 hours
24X7 Critical Situation Escalation Management (Severity Level 1)	X	X	X	X
Rapid Onsite Support	X	X	X	X
Proactive Information Services	X	X	X	X
Microsoft Premier Online	X	X	X	X
Add-on Hours	Packs of 20	Packs 20	Packs of 20	Packs of 20

[1] *Business Hours are defined locally.*

Severity	Situation	Commercial Business Hours	Customer's Business Hours
1. Submission via phone only	Catastrophic business impact: Complete loss of a core (mission critical) business process and work cannot reasonably continue Needs immediate attention	1st call response in 1 hour or less Microsoft's Resources at customer site as soon as possible. Continuous effort on a 24x7 basis Rapid Escalation within Microsoft to Product teams Notification of Microsoft's Senior Executives	Notification of Customer Senior executives Allocation of appropriate resources to sustain continuous effort on a 24x7 basis[2] Rapid access and response from change control authority
A. Submission via phone only	Critical business impact: Significant loss or degradation of services Needs attention within 1hour	1st call response in 1 hour or less Microsoft's Resources at Customer site as required. Continuous effort on a 24x7 basis Notification of Microsoft's Senior Managers	Allocation of appropriate resources to sustain continuous effort on a 24x7 basis[2] Rapid access and response from change control authority Management notification
B. Submission via phone or web	Moderate business impact: Moderate loss or degradation of services but work can reasonably continue in an impaired manner. Needs attention within 2 Business Hours[1]	1st call response in 2 hours or less Effort during Business Hours[1] only	Allocation of appropriate resources to sustain Business Hours1 continuous effort Access and response from change control authority within 4 Business Hours[1]
C. Submission via phone or web	Minimum business impact: Substantially functioning with minor or no impediments of services. Needs attention within 4 Business Hours[1]	1st call response in 4 hours or less Effort during Business Hours[1] only	Accurate contact information on case owner Responsive within 24 hours

[1] *Business Hours are defined locally.*
[2] *Microsoft may need to downgrade the severity level if Customer is not able to provide adequate resources or responses to enable Microsoft to continue with problem resolution efforts.*

Associated Business Rules
All Professional Services provide support for commercially released, generally available Microsoft Products (unless specifically excluded on the Microsoft Premier On-Line Web site or the Microsoft Support Lifecycle Web site). Professional Services will generally be charged on an hourly basis, provided remotely, and in English (unless another language is available). Professional Services will be provided in the country in which the VL agreement is signed. On-Site visits are not pre-paid and are subject to resource availability. All Professional Services not consumed on an annual basis will be forfeited. Upon Customer request, Microsoft may access Customer's system via remote dial-in to analyze problems.

Microsoft Digital Advisory Services Offerings

The Digital Advisory Services offerings contain the following components which will be provided for each year of the Customer's Enterprise Agreement:

Area	Enterprise Strategy Connect	Enterprise Strategy Foundation	Enterprise Strategy Portfolio
SKU Product Family	9TH-xxxx	8A3-xxxx	9RO-xxxx

Service Delivery	Up to 400 hours in aggregate of a Microsoft Digital Advisor and the Enterprise Service Delivery Team	Up to 800 hours in aggregate of a Microsoft Digital Advisor and the Enterprise Service Delivery Team	Up to 1600 hours in aggregate of a Microsoft Digital Advisor and the Enterprise Service Delivery Team
Services Delivery Plan (SDP)			
Digital Advisory Network			
Digital Advisory Services Library			
Digital Advisory Capacity (SKU Product Family: 9RS-xxxx)	200 hours of Digital Advisor (can be added to any engagement)		

Digital Advisory Service Modules
The Digital Advisory engagement includes one or more Digital Advisory service modules, as documented in the Service Delivery Plan.

Services Out of Scope
The Professional Services in a Digital Advisory engagement do not include problem resolution or break fix support, review of non-Microsoft source code, or technical or architectural consultation beyond the deliverables as described in a Services Delivery Plan. For any non-Microsoft source code, Microsoft's Professional Services will be limited to analysis of binary data only, such as a process dump or network monitor trace.

Customer Responsibilities
Customer agrees to cooperate with Microsoft as part of the Digital Advisory engagement, including but not limited to making Customer's representatives, IT staff, and resources available to Microsoft, providing accurate and complete information, and timely completing responsibilities assigned to Customer by Microsoft. Where onsite visits of Microsoft Consultants are mutually agreed and not pre-paid, Customer is responsible for reasonable travel and living expenses.

Sales Productivity Accelerator Offerings

Sales Productivity Accelerator Overview
The Sales Productivity Accelerator is a service provided by Microsoft Services over the course of a four (4)-week-term to deliver a fixed-scope implementation of Microsoft Dynamics 365.

The Sales Productivity Accelerator includes the following deliverables:

- **Service Delivery Plan:** created by a Microsoft Consultant to meet the customer's business goals and objectives.
- **Workshops:** will devote up to a total of sixteen (16) hours for workshops:
  - Up to two (2) discovery workshops, to explore and define key use cases and business requirements, as provided by Customer, to configuration settings;
  - Up to four (4) design review workshops during the Build phase.
- **Reporting:** One (1) native Microsoft Dynamics 365 dashboard with up to four (4) native components and two (2) Excel Power View Reports using Power BI Pro5 configured for up to two (2). The reports display up to two (2) interactive charts per entity with data sourced from Microsoft Dynamics 365.
- **Configuration:** Microsoft Dynamics 365 will be configured to support up to a total of ten (10) users. During this time, Microsoft will devote up to sixty-four (64) hours to configure the lead thru opportunity processes, 3 security roles, 3 persona's leveraging out of the box security roles, SharePoint and Yammer integration with Microsoft Dynamics 365.
- **Testing:** will devote up to twenty-six (26) hours devoted to up to two (2) tests (e.g., System Test & UAT).
- **Training and Knowledge Transfer:** Provide one (1) product-oriented training for Customer's users, for up to a total of four (4) hours.
- **Deployment Support:** Provide up to forty (40) hours of deployment and go-live support (week 4) subject to the pre-determined project scope and requirements.

Customer Responsibilities
Customer agrees to cooperate with Microsoft as part of the Sales Productivity Accelerator service, including but not limited to making Customer's representatives, IT staff, and resources available to Microsoft, providing accurate and complete information, and timely completing responsibilities assigned to Customer by Microsoft. Where onsite visits of Microsoft Consultants are mutually agreed and not pre-paid, Customer is responsible for reasonable travel and living expenses.

Appendix D – Program Agreement Supplemental Terms

The terms and conditions below apply to Customer's volume licensing agreement, as noted.

Supplemental Terms for Select Plus Program

Select Plus requires a minimum order quantity of 500 points per pool during the first year. This order quantity requirement may be waived if a Qualified Contract is supplied.

Price Levels in Select Plus
Customer's prices are based upon agreement between Customer and Customer's reseller. However, Microsoft provides reseller with the following price and point criteria to help guide reseller to end customer pricing:

Select Plus Price Level Commitment	Annual Point Minimums per Pool
A	500
B	4,000
C	10,000
D	25,000

Definition of Management for Qualified Devices

If Customer's volume licensing agreement refers to the Product Terms, the Product List, or the PUR for defining managed Qualified Devices, the following terms apply. Customer "manages" any device on which it directly or indirectly controls one or more operating system environments. For example, Customer manages any device:

- It allows to join its domain, or
- It authenticates as a requirement to use applications while on its premises, or
- It installs agents on (e.g., anti-virus, antimalware or other agents mandated by the Customer's policy), or
- to which it directly or indirectly applies and enforces group policies, or
- on which it solicits or receives data about, and, configures, or gives instructions to hardware or software that is directly or indirectly associated with an operating system environment, or
- It allows to access a virtual desktop infrastructure (VDI) outside of Windows SA, Microsoft Intune (Device) or Windows Virtual Desktop Access Roaming Rights.

A device that accesses a VDI under Roaming Rights only or utilizes Windows To Go on a Qualifying Third Party Device off the Customer's premises only, and is not managed for other purposes as described here, is not considered "managed" for purposes of this definition.

Online Services in the Open Programs

Under the Open License, Open Value, and Open Value Subscription programs, the subscription period for Online Services starts at the time of product key activation and not the time of order. Once the product key is activated, Microsoft will not accept return requests submitted by Microsoft's partners.

Customer qualifies for the Open Value program with a minimum purchase of 5 licenses. Online Services User Subscription Licenses (User SLs) can be counted toward the minimum quantity of 5 licenses. However, 5 User SLs alone does not meet the minimum for Open Value Organization Wide and Open Value Subscription. For OV Organization Wide and OV Subscription the initial order must include a minimum of 5 Desktop Platform or Desktop Component Licenses in addition to any User SLs.

Supplemental Terms for Professional Services – Legacy Agreements

Customer's right to use of any consulting and support services Microsoft performs ("Professional Services") purchased from the Product Terms are governed by (1) customer's volume licensing agreement, and (2) any master-level Microsoft Services agreement customer may have in place at the time of purchase. In the event of a conflict, the most current Professional Services agreement controls. If Customer's master agreement for volume licensing is a Microsoft Business Agreement version dated prior to September, 2007 or otherwise does not include terms for Professional Services, and Customer has not signed any other master-level Microsoft Services agreement, the following supplemental terms apply to any Professional Services purchased and used by Customer.

Use, Ownership, and License Rights

Fixes

If Microsoft provides Product Fixes, modifications or enhancements, or their derivatives, either released generally (such as Product service packs) or to address a specific issue for Customer (collectively, "Fixes"), such Fixes are licensed under the same terms as the Product to which it applies. If the Fixes are not provided for a specific product, any use terms Microsoft provides with the Fixes will apply

Pre-Existing Work
All rights in any computer code or non-code based written materials developed or otherwise obtained independent of the Professional Services provided to Customer ("Pre-Existing Work") shall remain the sole property of the party providing it. Each party may use, reproduce and modify the other party's Pre-Existing Work only as needed to perform obligations related to Professional Services.
Except as may be otherwise expressly agreed by the parties in writing, upon payment in full Microsoft grants Customer a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) any Microsoft Pre-existing Work provided as part of a Services Deliverable, solely in the form delivered to Customer, and solely for Customer's internal business purposes. The license to Microsoft's Pre-Existing Work is conditioned upon Customer's compliance with the terms of Customer's volume licensing agreement.

Services Deliverables
Any computer code or materials other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services are considered Services Deliverables. Upon payment in full for the Professional Services, Microsoft grants Customer a non-exclusive, non-transferable, perpetual license to reproduce, use, and modify the Services Deliverables solely for Customer's internal business purposes, subject to the terms and conditions governing the Professional Services and Customer's volume licensing agreement.

Use of technical information from Professional Services
Microsoft may use any technical information it derives from providing Professional Services for problem resolution, troubleshooting, product functionality enhancements, in Fixes, and for Microsoft's knowledge base. Microsoft agrees not to identify Customer or disclose any of Customer's Confidential Information as part of such use.

Open Source License Restrictions
Customer must not install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property to obligations beyond those included in these Professional Services terms or Customer's volume licensing agreement.

Affiliates' Rights
Customer may sublicense the rights to use Services Deliverables to its Affiliates, but Customer's Affiliates may not sub-license these rights. Customer is liable for ensuring its Affiliates' compliance with these Professional Services terms and Customer's volume licensing agreement.

Warranties and Limitations of Liability

Warranty for Professional Services
Microsoft warrants that it will perform the Professional Services with professional care and skill. If Microsoft fails to do so and Customer notifies Microsoft within 90 days of the date the Professional Services were performed, then Microsoft will, as the sole remedy for the breach of the warranty, either re-perform the Professional Services or return the price Customer paid for them. **Except for the limited warranty above, Microsoft provides no other warranties or conditions and disclaims any other express, implied or statutory warranties, including warranties of quality, title, non-infringement, merchantability and fitness for a particular purpose.**

Limitation of Liability
Microsoft's liability for direct damages will be limited to the amounts Customer was required to pay for the Professional Services. In the case of services provided free of charge, or code Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages up to U.S. $5,000. **In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, including loss of use, loss of profits, or interruption of business, however caused or on any theory of liability in relation to the Professional Services. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations; or (2) violation of the other party's intellectual property rights.**

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Appendix E – Promotions

Azure Compute Capacity Promotion

From November 1, 2015 to March 31, 2017, the Azure Compute Capacity promo offers discounts on A, D, and G Series Compute Instances as non-coterminous 12 month subscriptions.

New Customer Azure Monetary Commitment Offer

A new or renewing Enterprise Agreement or Campus and School Agreement customer who purchases at least 21 Azure Monetary Commitment units per month between November 1, 2016 and June 30, 2017 will be eligible to receive a one-time Azure Monetary Commitment credit equal to up to 25% of the Azure Monetary Commitment that customer consumes during the first 3 months of the agreement term. The Monetary Commitment credit will be added to the customer's Monetary Commitment balance 4 calendar months after the effective date of the new or renewed agreement. Any portion of the Monetary Commitment credit that has not been consumed by the next Enrollment anniversary will expire and be forfeited.

Appendix F - Storage Array Terms

Availability

The Storage Array is available for delivery in the following geographies only: Argentina, Australia, Austria, Bahrain, Belgium, Brazil, Bulgaria, Canada, Chile, Colombia, Costa Rica, Croatia, Czech Republic, Denmark, Egypt Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, India, Indonesia, Ireland, Israel, Italy, Japan, Kenya, Kuwait, Lebanon, Macau, Malaysia, Mexico, Morocco, Netherlands, New Zealand, Nigeria, Norway, Pakistan, Peru, Philippines, Poland, Portugal, Puerto Rico, Qatar, Romania, Russia, Saudi Arabia, Serbia, Singapore, Slovakia, Slovenia, South Africa, Spain, South Korea, Sri Lanka, Sweden, Switzerland, Taiwan, Thailand, Turkey, United Arab Emirates, Ukraine, United Kingdom, United States, Vietnam.

Shipment and Title

Shipping terms for orders placed are: (i) FCA (Incoterms 2010) Supplier Shipping dock; (ii) Microsoft will pre-pay and invoice freight to Customer; and (iii) for shipments outside the United States, Customer is responsible for clearing the goods for import and paying all import costs including duties, taxes, and other clearance charges. Microsoft will supply the Storage Array to the Customer on a No Charge basis and title for the Storage Array and the risk of loss will pass to Customer upon delivery to the carrier and completion of export formalities at the point of origin. All scheduled shipment dates are estimates only. The Storage Array will be shipped to the address provided by Customer using the StorSimple online form (provided separately). For US transactions, Microsoft has remitted sales tax on the value of the Storage Array(s) based upon the ship-to address provided by Customer for the delivery of the Storage Array(s). For US and Canada transactions, the address used for the shipment of the Storage Array(s) is used strictly for purposes of shipping the device to Customer and does not impact any other ship-to (or Tax Address) provided on Customer's volume license agreement used for purposes of charging sales tax to Customer on purchases made under that volume license agreement.

Storage Array Software

Microsoft grants Customer a non-exclusive, non-transferrable, limited license to use the Software that runs in the Storage Array ("Storage Array Software") only in connection with Customer's use of the Storage Array. Customer's use of the Storage Array Software is subject to the terms of Customer's volume license agreement governing Software, and Microsoft reserves all other rights.

Restrictions
Customer may not use the Storage Array Software for comparisons or "benchmarking" except for Customer's internal purposes or publish or disclose the results thereof.

Certain Third Party Open Source Software
The Storage Array Software may be distributed with certain independent code (e.g., firmware) that is licensed under the GNU General Public License ("GPL"), the GNU Library/Lesser General Public License ("LGPL"), the Apache License Version 2.0 ("Apache License") and/or other open-source licenses ("Open-Source Code"). Any such Open-Source Code is identified in the Third Party Software Notices located at: http://go.microsoft.com/fwlink/?LinkId=627000, and is licensed to Customer in accordance with the applicable open-source licenses.

Activation/Consent for Internet-based Services
Activation associates the use of the Storage Array Software with a specific device. During activation and subsequent use of the device, the Storage Array Software may send information about the Storage Array Software and device to Microsoft. This information includes the version, language, and product key of the Storage Array Software, Customer's Internet protocol address, operating system, browser and name, the version of the Storage Array Software Customer is using, and the language code of the Storage Array running the Storage Array Software. Microsoft uses this information to make the Internet-based services available to Customer. By using the Storage Array and Storage Array Software, Customer consents to the transmission of this information to Microsoft.

Storage Array Software Updates
The update service for Storage Array Software will allow Customer to download available updates manually, or opt-in to receiving updates automatically. Available updates from Microsoft will be licensed by Microsoft and any third party updates will be licensed by the applicable third party.

Limited Hardware Warranty

Microsoft warrants that the Storage Array hardware will not malfunction due to a defect in materials or workmanship under ordinary commercial use as described in the applicable product documentation for a period of ninety (90) days from the date of delivery to Customer. If it does not and Customer notifies Microsoft within the warranty term, Microsoft will repair or replace it (at Microsoft's election) at no charge. This is the only warranty Microsoft gives for the Storage Array, and Customer waives any breach of warranty claims not made during the warranty period. This warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with Customer's volume license agreement or the product documentation and it is void if the Storage Array is opened or modified, damaged by use with Non-Microsoft Products, or damaged by maintenance or repair performed by anyone other than Microsoft or a Microsoft authorized vendor. **Microsoft provides no other warranties or**

conditions and disclaims any other express, implied or statutory warranties, including without limitation, warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

Indemnification. Defense of third party claims

Microsoft will defend Customer against any claims made by an unaffiliated third party that a Storage Array infringes its patent, copyright or trademark or makes unlawful use of its Trade Secret, subject to the terms of the Customer's volume license agreement regarding defense of third party claims.

Limitation of Liability

For any claim related to a Storage Array, each party's maximum, aggregate liability to the other is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the applicable Storage Array. **In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, including loss of use, loss of profits, or interruption of business, however caused or on any theory of liability. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations; (2) defense obligations; or (3) violation of the other party's intellectual property rights.**

U.S. Export Control Laws

The Storage Arrays are subject to the provisions in Customer's volume licensing agreement regarding U.S. export jurisdiction.

Collection of Diagnostic Information

Microsoft may collect information to help Microsoft diagnose problems related to the Storage Array and provide potential solutions. If Microsoft receives indication of a potential problem, it may collect information from the Storage Array through the Azure StorSimple Management Service. The types of information collected may include files that help describe or identify the problem, such as operational logs, whether the problem occurred in the hardware or software, the type and severity of the problem, and device status. Microsoft will not collect memory dumps, keys, passwords, or data that a Customer stores on the Storage Array. Microsoft uses the information to improve the Storage Array and related services, and may also use it to improve third party hardware and firmware included as part of the Storage Array. To the extent that Microsoft provides its hardware vendor with specific information, Microsoft will only provide the information in an anonymized data format unless Microsoft obtains Customer's explicit consent. Microsoft will provide this information for the purpose of resolving an identified hardware related issue. To learn more about privacy for the Storage Array, refer to https://www.microsoft.com/en-us/privacystatement.

Government Use

Customer understands that in exchange for purchasing one or more StorSimple Monetary Commitment Offerings, Microsoft will provide the Storage Array and StorSimple Support to Customer at no additional charge. Microsoft waives any and all entitlement to compensation from Customer for such Storage Array or StorSimple Standard Support. Microsoft intends that the provision of the Storage Array and StorSimple Standard Support to Customer without charge will fully comply with applicable gift, ethics and other laws and regulations related to gratuitous goods and services. Microsoft intends that the provision of Storage Arrays and StorSimple Standard Support shall be for the sole benefit and use of Customer and not for the personal use or benefit of any individual government employee.

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Volume Licensing

Online Services Terms
January 1, 2017

Microsoft

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Introduction

Beginning July 1, 2014 these Online Services Terms (OST) replace the Online Services Use Rights (OLSUR). The OST contains terms that apply to Customer's use of Online Services. Separate terms, including different privacy and security terms, govern Customer's use of Non-Microsoft Products (as defined below), as well as other products and services from Microsoft.

Most Online Services offer a Service Level Agreement (SLA). For more information regarding the Online Services SLAs, please refer to http://microsoft.com/licensing/contracts.

Prior Versions

The OST provides terms for Online Services that are currently available. For earlier versions Customer may refer to http://go.microsoft.com/?linkid=9840733 or contact its reseller or Microsoft Account Manager.

Clarifications and Summary of Changes

Additions	Deletions
Microsoft Cognitive Services	Microsoft Translator
Office 365 Advanced Compliance	Office 365 Advanced eDiscovery
	Yammer

Privacy and Security Terms
Scope: The General Privacy and Security Terms do not apply to the Microsoft Cognitive Services. Among the most important differences is that Microsoft may retain Customer Data sent to the Microsoft Cognitive Services indefinitely to improve Microsoft products and services. Refer to the Microsoft Cognitive Services section for details.

Data Processing Terms
Online Services Table: Microsoft Booking and Microsoft Planner have been added to the Office 365 Services section.
Location of Customer Data at Rest: Project Online data has been added to the Office 365 Services section.

Online Service Specific Terms
Microsoft Azure Services: Information related to Microsoft Translator is included with the Microsoft Cognitive Services entry.
Office 365 Services: Office 365 Advanced eDiscovery has been renamed Office 365 Advanced Compliance. Yammer was removed as standalone entry and information related to External Users use of external network functionality was added to the Office 365 Services header section.

Table of Contents / General Terms

General Terms

Customer may use the Online Services and related software as expressly permitted in Customer's volume licensing agreement. Microsoft reserves all other rights. Customer must acquire and assign the appropriate subscription licenses required for its use of each Online Service. Each user that accesses the Online Service must be assigned a User SL or access the Online Service only through a device that has been assigned a Device SL, unless specified otherwise in the Online Service-specific Terms. Attachment 2 describes SL Suites that also fulfill requirements for User SLs. Customer has no right to use an Online Service after the SL for that Online Service ends.

Definitions
If any of the terms below are not defined in Customer's volume licensing agreement, they have the definitions below.

"Customer Data" means all data, including all text, sound, video, or image files, and software, that are provided to Microsoft by, or on behalf of, Customer through use of the Online Service.

"External User" means a user of an Online Service that is not an employee, onsite contractor, or onsite agent of Customer or its Affiliates.

"Instance" means an image of software that is created by executing the software's setup or install procedure or by duplicating such an image.

"Licensed Device" means the single physical hardware system to which a license is assigned. For purposes of this definition, a hardware partition or blade is considered to be a separate device.

"Non-Microsoft Product" means any third-party-branded software, data, service, website or product.

"Online Service" means a Microsoft-hosted service to which Customer subscribes under a Microsoft volume licensing agreement, including any service identified in the Online Services section of the Product Terms. The Product Terms is located at http://go.microsoft.com/?linkid=9839207.

"Operating System Environment" (OSE) means all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance, that enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and instances of applications, if any, configured to run on all or part of that operating system instance. There are two types of OSEs, physical and virtual. A physical hardware system can have one physical OSE and/or one or more virtual OSEs. The operating system instance used to run hardware virtualization software or to provide hardware virtualization services is considered part of the physical OSE.

"SL" means subscription license.

Online Services Terms Updates
When Customer renews or purchases a new subscription to an Online Service, the then-current OST will apply and will not change during Customer's subscription for that Online Service. When Microsoft introduces features, supplements or related software that are new (i.e., that were not previously included with the subscription), Microsoft may provide terms or make updates to the OST that apply to Customer's use of those new features, supplements or related software.

Online Services Changes and Availability
Microsoft may make commercially reasonable changes to each Online Service from time to time. Microsoft may terminate an Online Service in any country where Microsoft is subject to a government regulation, obligation or other requirement that is not generally applicable to businesses operating there. Availability, functionality, and language versions for each Online Service may vary by country. For information on availability, Customer may refer to www.microsoft.com/online/international-availability.aspx.

Data Retention
At all times during the term of Customer's subscription, Customer will have the ability to access and extract Customer Data stored in each Online Service. Except for free trials, Microsoft will retain Customer Data stored in the Online Service in a limited function account for 90 days after expiration or termination of Customer's subscription so that Customer may extract the data. After the 90-day retention period ends, Microsoft will disable Customer's account and delete the Customer Data.

The Online Service may not support retention or extraction of software provided by Customer. Microsoft has no liability for the deletion of Customer Data as described in this section.

Use of Software with the Online Service
Customer may need to install certain Microsoft software in order to use the Online Service. If so, the following terms apply:

Microsoft Software License Terms
Customer may install and use the software only for use with the Online Service. The Online Service-specific Terms may limit the number of copies of the software Customer may use or the number of devices on which Customer may use it. Customer's right to use the software begins

when the Online Service is activated and ends when Customer's right to use the Online Service ends. Customer must uninstall the software when Customer's right to use it ends. Microsoft may disable it at that time.

Validation, Automatic Updates, and Collection for Software
Microsoft may automatically check the version of any of its software. Devices on which the software is installed may periodically provide information to enable Microsoft to verify that the software is properly licensed. This information includes the software version, the end user's user account, product ID information, a machine ID, and the internet protocol address of the device. If the software is not properly licensed, its functionality will be affected. Customer may only obtain updates or upgrades for the software from Microsoft or authorized sources. By using the software, Customer consents to the transmission of the information described in this section. Microsoft may recommend or download to Customer's devices updates or supplements to this software, with or without notice. Some Online Services may require, or may be enhanced by, the installation of local software (e.g., agents, device management applications) ("Apps"). The Apps may collect data about the use and performance of the Apps, which may be transmitted to Microsoft and used for the purposes described in this OST.

Third-party Software Components
The software may contain third party software components. Unless otherwise disclosed in that software, Microsoft, not the third party, licenses these components to Customer under Microsoft's license terms and notices.

Non-Microsoft Products
Microsoft may make Non-Microsoft Products available to Customer through Customer's use of the Online Services (such as through a store or gallery, or as search results). If Customer installs or uses any Non-Microsoft Product with an Online Service, Customer may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those expressly included in Customer's volume licensing agreement. For Customer's convenience, Microsoft may include charges for the Non-Microsoft Product as part of Customer's bill for Online Services. Microsoft, however, assumes no responsibility or liability whatsoever for the Non-Microsoft Product. Customer is solely responsible for any Non-Microsoft Product that it installs or uses with an Online Service.

Acceptable Use Policy
Neither Customer, nor those that access an Online Service through Customer, may use an Online Service:

- in a way prohibited by law, regulation, governmental order or decree;
- to violate the rights of others;
- to try to gain unauthorized access to or disrupt any service, device, data, account or network;
- to spam or distribute malware;
- in a way that could harm the Online Service or impair anyone else's use of it; or
- in any application or situation where failure of the Online Service could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage.

Violation of the terms in this section may result in suspension of the Online Service. Microsoft will suspend the Online Service only to the extent reasonably necessary. Unless Microsoft believes an immediate suspension is required, Microsoft will provide reasonable notice before suspending an Online Service.

Technical Limitations
Customer must comply with, and may not work around, any technical limitations in an Online Service that only allow Customer to use it in certain ways. Customer may not download or otherwise remove copies of software or source code from an Online Service except as explicitly authorized.

Compliance with Laws
Microsoft will comply with all laws and regulations applicable to its provision of the Online Services, including security breach notification law. However, Microsoft is not responsible for compliance with any laws or regulations applicable to Customer or Customer's industry that are not generally applicable to information technology service providers. Microsoft does not determine whether Customer Data includes information subject to any specific law or regulation. All Security Incidents are subject to the Security Incident Notification terms below.

Customer must comply with all laws and regulations applicable to its use of Online Services, including laws related to privacy, biometric data, data protection and confidentiality of communications. Customer is responsible for implementing and maintaining privacy protections and security measures for components that Customer provides or controls (such as devices enrolled with Microsoft Intune or within a Microsoft Azure customer's virtual machine or application), and for determining whether the Online Services are appropriate for storage and processing of information subject to any specific law or regulation. Customer is responsible for responding to any request from a third party regarding Customer's use of an Online Service, such as a request to take down content under the U.S. Digital Millennium Copyright Act or other applicable laws.

Import/Export Services
Customer's use of any Import/Export Service is conditioned upon its compliance with all instructions provided by Microsoft regarding the preparation, treatment and shipment of physical media containing its data ("storage media"). Customer is solely responsible for ensuring the storage media and data are provided in compliance with all laws and regulations. Microsoft has no duty with respect to the storage media and no liability for lost, damaged or destroyed storage media. All storage media shipped to Microsoft must be shipped DAP Microsoft DCS Data Center (INCOTERMS 2010). Storage media shipped to Customer will be shipped DAP Customer Dock (INCOTERMS 2010).

Electronic Notices
Microsoft may provide Customer with information and notices about Online Services electronically, including via email, through the portal for the Online Service, or through a web site that Microsoft identifies. Notice is given as of the date it is made available by Microsoft.

License Reassignment
Most, but not all, SLs may be reassigned. Except as permitted in this paragraph or in the Online Service-specific Terms, Customer may not reassign an SL on a short-term basis (i.e., within 90 days of the last assignment). Customer may reassign an SL on a short-term basis to cover a user's absence or the unavailability of a device that is out of service. Reassignment of an SL for any other purpose must be permanent. When Customer reassigns an SL from one device or user to another, Customer must block access and remove any related software from the former device or from the former user's device.

Font Components
While Customer uses an Online Service, Customer may use the fonts installed by that Online Service to display and print content. Customer may only embed fonts in content as permitted by the embedding restrictions in the fonts and temporarily download them to a printer or other output device to print content.

Competitive Benchmarking
If Customer offers a service competitive to an Online Service, by using the Online Service, Customer agrees to waive any restrictions on competitive use and benchmark testing in the terms governing its competitive service. If Customer does not intend to waive such restrictions in its terms of use, Customer is not allowed to use the Online Service.

Multiplexing
Hardware or software that Customer uses to pool connections; reroute information; reduce the number of devices or users that directly access or use the Online Service (or related software); or reduce the number of OSEs, devices or users the Online Service directly manages (sometimes referred to as "multiplexing" or "pooling") does not reduce the number of licenses of any type (including SLs) that Customer needs.

Table of Contents / General Terms

Privacy and Security Terms

This section of the Online Services Terms has two parts:

- General Privacy and Security Terms, which apply to all Online Services; and
- Data Processing Terms, which are additional commitments for certain Online Services.

General Privacy and Security Terms

Scope
The terms in this section apply to all Online Services except Bing Maps Enterprise Platform, Bing Maps Mobile Asset Management Platform, and Microsoft Cognitive Services, which are governed by the privacy and/or security terms referenced below in the applicable Online Service-specific Terms.

Use of Customer Data
Customer Data will be used only to provide Customer the Online Services including purposes compatible with providing those services. Microsoft will not use Customer Data or derive information from it for any advertising or similar commercial purposes. As between the parties, Customer retains all right, title and interest in and to Customer Data. Microsoft acquires no rights in Customer Data, other than the rights Customer grants to Microsoft to provide the Online Services to Customer. This paragraph does not affect Microsoft's rights in software or services Microsoft licenses to Customer.

Disclosure of Customer Data
Microsoft will not disclose Customer Data outside of Microsoft or its controlled subsidiaries and affiliates except (1) as Customer directs, (2) as described in the OST, or (3) as required by law.

Microsoft will not disclose Customer Data to law enforcement unless required by law. If law enforcement contacts Microsoft with a demand for Customer Data, Microsoft will attempt to redirect the law enforcement agency to request that data directly from Customer. If compelled to disclose Customer Data to law enforcement, Microsoft will promptly notify Customer and provide a copy of the demand unless legally prohibited from doing so.

Upon receipt of any other third party request for Customer Data, Microsoft will promptly notify Customer unless prohibited by law. Microsoft will reject the request unless required by law to comply. If the request is valid, Microsoft will attempt to redirect the third party to request the data directly from Customer.

Microsoft will not provide any third party: (a) direct, indirect, blanket or unfettered access to Customer Data; (b) platform encryption keys used to secure Customer Data or the ability to break such encryption; or (c) access to Customer Data if Microsoft is aware that the data is to be used for purposes other than those stated in the third party's request.

In support of the above, Microsoft may provide Customer's basic contact information to the third party.

Educational Institutions
If Customer is an educational agency or institution to which regulations under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA) apply, Microsoft acknowledges that for the purposes of the OST, Microsoft is a "school official" with "legitimate educational interests" in the Customer Data, as those terms have been defined under FERPA and its implementing regulations, and Microsoft agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials.

Customer understands that Microsoft may possess limited or no contact information for Customer's students and students' parents. Consequently, Customer will be responsible for obtaining any parental consent for any end user's use of the Online Service that may be required by applicable law and to convey notification on behalf of Microsoft to students (or, with respect to a student under 18 years of age and not in attendance at a postsecondary institution, to the student's parent) of any judicial order or lawfully-issued subpoena requiring the disclosure of Customer Data in Microsoft's possession as may be required under applicable law.

HIPAA Business Associate
If Customer is a "covered entity" or a "business associate" and includes "protected health information" in Customer Data as those terms are defined in 45 CFR § 160.103, execution of Customer's volume licensing agreement includes execution of the HIPAA Business Associate Agreement ("BAA"), the full text of which identifies the Online Services to which it applies and is available at http://aka.ms/BAA. Customer may opt out of the BAA by sending the following information to Microsoft in a written notice (under the terms of the Customer's volume licensing agreement):

- the full legal name of the Customer and any Affiliate that is opting out;
- If Customer has multiple volume licensing agreements, the volume licensing agreement to which the opt out applies.

Security
Microsoft is committed to helping protect the security of Customer's information. Microsoft has implemented and will maintain and follow appropriate technical and organizational measures intended to protect Customer Data against accidental, unauthorized or unlawful access, disclosure, alteration, loss, or destruction.

Security Incident Notification
If Microsoft becomes aware of any unlawful access to any Customer Data stored on Microsoft's equipment or in Microsoft's facilities, or unauthorized access to such equipment or facilities resulting in loss, disclosure, or alteration of Customer Data (each a "Security Incident"), Microsoft will promptly (1) notify Customer of the Security Incident; (2) investigate the Security Incident and provide Customer with detailed information about the Security Incident; and (3) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident.

Notification(s) of Security Incidents will be delivered to one or more of Customer's administrators by any means Microsoft selects, including via email. It is Customer's sole responsibility to ensure Customer's administrators maintain accurate contact information on each applicable Online Services portal. Microsoft's obligation to report or respond to a Security Incident under this section is not an acknowledgement by Microsoft of any fault or liability with respect to the Security Incident.

Customer must notify Microsoft promptly about any possible misuse of its accounts or authentication credentials or any security incident related to an Online Service.

Location of Data Processing
Except as described elsewhere in the OST, Customer Data that Microsoft processes on Customer's behalf may be transferred to, and stored and processed in, the United States or any other country in which Microsoft or its affiliates or subcontractors maintain facilities. Customer appoints Microsoft to perform any such transfer of Customer Data to any such country and to store and process Customer Data in order to provide the Online Services. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland. In addition to Microsoft's commitments under the Standard Contractual Clauses and other model contracts, Microsoft is certified to the EU-U.S. Privacy Shield Framework and the commitments it entails.

Preview Releases
Microsoft may offer preview, beta or other pre-release features, data center locations, and services ("Previews") for optional evaluation. Previews may employ lesser or different privacy and security measures than those typically present in the Online Services. Unless otherwise provided, Previews are not included in the SLA for the corresponding Online Service.

Use of Subcontractors
Microsoft may hire subcontractors to provide services on its behalf. Any such subcontractors will be permitted to obtain Customer Data only to deliver the services Microsoft has retained them to provide and will be prohibited from using Customer Data for any other purpose. Microsoft remains responsible for its subcontractors' compliance with Microsoft's obligations in the OST. Customer has previously consented to Microsoft's transfer of Customer Data to subcontractors as described in the OST.

How to Contact Microsoft
If Customer believes that Microsoft is not adhering to its privacy or security commitments, Customer may contact customer support or use Microsoft's Privacy web form, located at http://go.microsoft.com/?linkid=9846224. Microsoft's mailing address is:

Microsoft Enterprise Service Privacy
Microsoft Corporation
One Microsoft Way
Redmond, Washington 98052 USA

Microsoft Ireland Operations Limited is Microsoft's data protection representative for the European Economic Area and Switzerland. The privacy representative of Microsoft Ireland Operations Limited can be reached at the following address:

Microsoft Ireland Operations, Ltd.
Attn: Data Protection
Carmenhall Road
Sandyford, Dublin 18, Ireland

Data Processing Terms

The Data Processing Terms (DPT) include the terms in this section.

The Data Processing Terms also include the "Standard Contractual Clauses," pursuant to the European Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under the EU Data Protection Directive. The Standard Contractual Clauses are in Attachment 3. In addition,

- Execution of the volume licensing agreement includes execution of Attachment 3, which is countersigned by Microsoft Corporation;
- The terms in Customer's volume licensing agreement, including the DPT, constitute a data processing agreement under which Microsoft is the data processor; and
- The DPT control over any inconsistent or conflicting provision in Customer's volume licensing agreement and, for each subscription, will remain in full force and effect until all of the related Customer Data is deleted from Microsoft's systems in accordance with the DPT.

Customer may opt out of the "Standard Contractual Clauses" or the Data Processing Terms in their entirety. To opt out, Customer must send the following information to Microsoft in a written notice (under terms of the Customer's volume licensing agreement):

- the full legal name of the Customer and any Affiliate that is opting out;
- if Customer has multiple volume licensing agreements, the volume licensing agreement to which the Opt Out applies;
- if opting out of the entire DPT, a statement that Customer (or Affiliate) opts out of the entirety of the Data Processing Terms; and
- if opting out of only the Standard Contractual Clauses, a statement that Customer (or Affiliate) opts out of the Standard Contractual Clauses only.

In countries where regulatory approval is required for use of the Standard Contractual Clauses, the Standard Contractual Clauses cannot be relied upon under European Commission 2010/87/EU (of February 2010) to legitimize export of data from the country, unless Customer has the required regulatory approval.

In the DPT, the term "Online Services" applies only to the services in the table below, excluding any Previews, and "Customer Data" includes only Customer Data that is provided through use of those Online Services.

Online Services	
Microsoft Dynamics 365 Core Services	The following services, each as a standalone service or as included in a Dynamics 365 branded plan or application: Microsoft Dynamics 365 for Customer Service, Microsoft Dynamics 365 for Field Service, Microsoft Dynamics 365 for Project Service Automation, Microsoft Dynamics 365 for Sales, and Microsoft Social Engagement. Microsoft Dynamics 365 Core Services do not include (1) Microsoft Dynamics 365 for Operations or Microsoft Dynamics 365 for Financials; (2) Microsoft Dynamics 365 Services for supported devices or software, which includes but is not limited to Microsoft Dynamics 365 for apps, tablets and/or phones; or (3) except as expressly defined in the licensing terms for the corresponding service, any other separately-branded service made available with or connected to Microsoft Dynamics 365 Core Services.
Office 365 Services	The following services, each as a standalone service or as included in an Office 365-branded plan or suite: Exchange Online, Exchange Online Archiving, Exchange Online Protection, Office 365 Advanced Threat Protection, SharePoint Online, OneDrive for Business, Microsoft Planner, Project Online, Skype for Business Online, Sway, Office Online, Microsoft MyAnalytics, Customer Lockbox, Microsoft Bookings, and Yammer Enterprise. Office 365 Services do not include Office 365 ProPlus, any portion of PSTN Services that operate outside of Microsoft's control, any client software, or any separately branded service made available with an Office 365-branded plan or suite, such as a Bing or a service branded "for Office 365."
Microsoft Azure Core Services	Active Directory, API Management, App Services (API Apps, Mobile Apps, Web Apps, Automation, Backup, Batch, BizTalk Services, Cloud Services, DocumentDB, Event Hubs, Express Route, HDInsight, Key Vault, Load Balancer, Machine Learning, Management Portal, Media Services, Multi-Factor Authentication, Notification Hub, Operational Insights, Redis Cache, Rights Management Service, Scheduler, Service Bus, Site Recovery, SQL Database, Storage, StorSimple, Stream Analytics, Traffic Manager, Virtual Machines, Virtual Network, Visual Studio Team Services, and Workflow Manager.
Microsoft Intune Online Services	The cloud service portion of Microsoft Intune such as the Microsoft Intune Add-on Product or a management service provided by Microsoft Intune such as Mobile Device Management for Office 365.
Microsoft Power BI Services	The cloud service portion of Microsoft Power BI offered as a standalone service or as included in an Office 365-branded plan or suite, but excluding data catalog functionality, the Power BI mobile applications, or Power BI Desktop.

Location of Customer Data at Rest

Microsoft will store Customer Data at rest within certain major geographic areas (each, a Geo) as follows:

- **Office 365 Services.** If Customer provisions its tenant in Australia, Canada, the European Union, India, Japan or the United States (each of the foregoing a Geo), Microsoft will store the following Customer Data at rest only within that Geo: (1) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), (2) SharePoint Online site content and the files stored within that site, and Project Online data, and (3) files uploaded to OneDrive for Business.
- **Microsoft Intune Online Services.** When Customer provisions a tenant account, Customer selects an available Geo where Customer Data at rest will be stored. Microsoft will not transfer the Customer Data outside of Customer's selected Geo except as noted in the "Data Location" section of the Microsoft Intune Trust Center.
- **Microsoft Power BI Services.** If Customer provisions its tenant in Australia, the European Union, or the United States, Microsoft will store Microsoft Power BI Customer Data at rest only within that Geo.
- **Microsoft Azure Core Services.** If Customer configures a particular service to be deployed within a Geo then, for that service, Microsoft will store Customer Data at rest within the specified Geo. Certain services may not enable Customer to configure deployment in a particular Geo or outside the United States and may store backups in other locations, as detailed in the Microsoft Azure Trust Center (which Microsoft may update from time to time, but Microsoft will not add exceptions for existing Services in general release).
- **Microsoft Dynamics 365 Core Services.** Except for Microsoft Social Engagement, if Customer provisions its instance in the United States or the EU, Microsoft will store Customer Data at rest in any of these Geos, limited to the entities managed by Microsoft Dynamics 365 Core Services. Certain entities may not be configured to be stored in any particular Geo or outside the United States and may be replicated in other locations as detailed in the Microsoft Dynamics 365 Trust Center.

Microsoft does not control or limit the regions from which Customer or Customer's end users may access or move Customer Data.

Privacy

- **Customer Data Deletion or Return.** No more than 180 days after expiration or termination of Customer's use of an Online Service, Microsoft will disable the account and delete Customer Data from the account.
- **Transfer of Customer Data.** Unless Customer has opted out of the Standard Contractual Clauses, all transfers of Customer Data out of the European Union, European Economic Area, and Switzerland shall be governed by the Standard Contractual Clauses. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.
- **Microsoft Personnel.** Microsoft personnel will not process Customer Data without authorization from Customer. Microsoft personnel are obligated to maintain the security and secrecy of any Customer Data as provided in the DPT and this obligation continues even after their engagements end.
- **Subcontractor Transfer.** Microsoft may hire subcontractors to provide certain limited or ancillary services on its behalf. Any subcontractors to whom Microsoft transfers Customer Data, even those used for storage purposes, will have entered into written agreements with Microsoft that are no less protective than the DPT. Customer has previously consented to Microsoft's transfer of Customer Data to subcontractors as described in the DPT. Except as set forth in the DPT, or as Customer may otherwise authorize, Microsoft will not transfer to any third party (not even for storage purposes) personal data Customer provides to Microsoft through the use of the Online Services. Microsoft provides a website that lists subcontractors authorized to access Customer Data in the Online Services as well as the limited or ancillary services they provide. At least 6 months before authorizing any new subcontractor to access Customer Data, Microsoft will update the website and provide Customer with a mechanism to obtain notice of that update. If Customer does not approve of a new subcontractor, then Customer may terminate the affected Online Service without penalty by providing, before the end of the notice period, written notice of termination that includes an explanation of the grounds for non-approval. If the affected Online Service is part of a suite (or similar single purchase of services), then any termination will apply to the entire suite. After termination, Microsoft will remove payment obligations for the terminated Online Services from subsequent Customer invoices.

Additional European Terms.

These Additional European Terms apply only if Customer has end users in the European Economic Area ("EEA") or Switzerland.

- **End Users in EEA or Switzerland.** Terms used in the DPT that are not specifically defined will have the meaning in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (the "EU Data Protection Directive").
- **Intent of the Parties.** For the Online Services, Microsoft is a data processor (or sub-processor) acting on Customer's behalf. As data processor (or sub-processor), Microsoft will only act upon Customer's instructions. The OST and Customer's volume licensing agreement (including the terms and conditions incorporated by reference therein), along with Customer's use and configuration of features in the Online Services, are Customer's complete and final instructions to Microsoft for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the process for amending Customer's volume licensing agreement.
- **Duration and Object of Data Processing.** The duration of data processing shall be for the term designated under Customer's volume licensing agreement. The objective of the data processing is the performance of the Online Services.

- **Scope and Purpose of Data Processing.** The scope and purpose of processing of Customer Data, including any personal data included in the Customer Data, is described in the DPT and Customer's volume licensing agreement.
- **Customer Data Access.** For the term designated under Customer's volume licensing agreement Microsoft will, at its election and as necessary under applicable law implementing Article 12(b) of the EU Data Protection Directive, either: (1) provide Customer with the ability to correct, delete, or block Customer Data, or (2) make such corrections, deletions, or blockages on Customer's behalf.

Security

- **General Practices.** Microsoft has implemented and will maintain and follow for the Online Services the following security measures, which, in conjunction with the security commitments in the OST, are Microsoft's only responsibility with respect to the security of Customer Data.

Domain	Practices
Organization of Information Security	**Security Ownership.** Microsoft has appointed one or more security officers responsible for coordinating and monitoring the security rules and procedures. **Security Roles and Responsibilities.** Microsoft personnel with access to Customer Data are subject to confidentiality obligations. **Risk Management Program.** Microsoft performed a risk assessment before processing the Customer Data or launching the Online Services service. Microsoft retains its security documents pursuant to its retention requirements after they are no longer in effect.
Asset Management	**Asset Inventory.** Microsoft maintains an inventory of all media on which Customer Data is stored. Access to the inventories of such media is restricted to Microsoft personnel authorized in writing to have such access. **Asset Handling** - Microsoft classifies Customer Data to help identify it and to allow for access to it to be appropriately restricted. - Microsoft imposes restrictions on printing Customer Data and has procedures for disposing of printed materials that contain Customer Data. - Microsoft personnel must obtain Microsoft authorization prior to storing Customer Data on portable devices, remotely accessing Customer Data, or processing Customer Data outside Microsoft's facilities.
Human Resources Security	**Security Training.** Microsoft informs its personnel about relevant security procedures and their respective roles. Microsoft also informs its personnel of possible consequences of breaching the security rules and procedures. Microsoft will only use anonymous data in training.
Physical and Environmental Security	**Physical Access to Facilities.** Microsoft limits access to facilities where information systems that process Customer Data are located to identified authorized individuals. **Physical Access to Components.** Microsoft maintains records of the incoming and outgoing media containing Customer Data, including the kind of media, the authorized sender/recipients, date and time, the number of media and the types of Customer Data they contain. **Protection from Disruptions.** Microsoft uses a variety of industry standard systems to protect against loss of data due to power supply failure or line interference. **Component Disposal.** Microsoft uses industry standard processes to delete Customer Data when it is no longer needed.
Communications and Operations Management	**Operational Policy.** Microsoft maintains security documents describing its security measures and the relevant procedures and responsibilities of its personnel who have access to Customer Data. **Data Recovery Procedures** - On an ongoing basis, but in no case less frequently than once a week (unless no Customer Data has been updated during that period), Microsoft maintains multiple copies of Customer Data from which Customer Data can be recovered. - Microsoft stores copies of Customer Data and data recovery procedures in a different place from where the primary computer equipment processing the Customer Data is located. - Microsoft has specific procedures in place governing access to copies of Customer Data. - Microsoft reviews data recovery procedures at least every six months, except for data recovery procedures for Azure Government Services, which are reviewed every twelve months. - Microsoft logs data restoration efforts, including the person responsible, the description of the restored data and where applicable, the person responsible and which data (if any) had to be input manually in the data recovery process. **Malicious Software.** Microsoft has anti-malware controls to help avoid malicious software gaining unauthorized access to Customer Data, including malicious software originating from public networks. **Data Beyond Boundaries** - Microsoft encrypts, or enables Customer to encrypt, Customer Data that is transmitted over public networks. - Microsoft restricts access to Customer Data in media leaving its facilities. **Event Logging.** Microsoft logs, or enables Customer to log, access and use of information systems containing Customer Data, registering the access ID, time, authorization granted or denied, and relevant activity.
Access Control	**Access Policy.** Microsoft maintains a record of security privileges of individuals having access to Customer Data. **Access Authorization** - Microsoft maintains and updates a record of personnel authorized to access Microsoft systems that contain Customer Data. - Microsoft deactivates authentication credentials that have not been used for a period of time not to exceed six months. - Microsoft identifies those personnel who may grant, alter or cancel authorized access to data and resources. - Microsoft ensures that where more than one individual has access to systems containing Customer Data, the individuals have separate identifiers/log-ins. **Least Privilege**

Domain	Practices
	- Technical support personnel are only permitted to have access to Customer Data when needed. - Microsoft restricts access to Customer Data to only those individuals who require such access to perform their job function. **Integrity and Confidentiality** - Microsoft instructs Microsoft personnel to disable administrative sessions when leaving premises Microsoft controls or when computers are otherwise left unattended. - Microsoft stores passwords in a way that makes them unintelligible while they are in force. **Authentication** - Microsoft uses industry standard practices to identify and authenticate users who attempt to access information systems. - Where authentication mechanisms are based on passwords, Microsoft requires that the passwords are renewed regularly. - Where authentication mechanisms are based on passwords, Microsoft requires the password to be at least eight characters long. - Microsoft ensures that de-activated or expired identifiers are not granted to other individuals. - Microsoft monitors, or enables Customer to monitor, repeated attempts to gain access to the information system using an invalid password. - Microsoft maintains industry standard procedures to deactivate passwords that have been corrupted or inadvertently disclosed. - Microsoft uses industry standard password protection practices, including practices designed to maintain the confidentiality and integrity of passwords when they are assigned and distributed, and during storage. **Network Design.** Microsoft has controls to avoid individuals assuming access rights they have not been assigned to gain access to Customer Data they are not authorized to access.
Information Security Incident Management	**Incident Response Process** - Microsoft maintains a record of security breaches with a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported, and the procedure for recovering data. - For each security breach that is a Security Incident, notification by Microsoft (as described in the "Security Incident Notification" section above) will be made without unreasonable delay and, in any event, within 30 calendar days. - Microsoft tracks, or enables Customer to track, disclosures of Customer Data, including what data has been disclosed, to whom, and at what time. **Service Monitoring.** Microsoft security personnel verify logs at least every six months to propose remediation efforts if necessary.
Business Continuity Management	- Microsoft maintains emergency and contingency plans for the facilities in which Microsoft information systems that process Customer Data are located. - Microsoft's redundant storage and its procedures for recovering data are designed to attempt to reconstruct Customer Data in its original or last-replicated state from before the time it was lost or destroyed.

Online Services Information Security Policy

Each Online Service follows a written data security policy ("Information Security Policy") that complies with the control standards and frameworks shown in the table below.

Online Service	ISO 27001	ISO 27002 Code of Practice	ISO 27018 Code of Practice	SSAE 16 SOC 1 Type II	SSAE 16 SOC 2 Type II
Office 365 Services	Yes	Yes	Yes	Yes	Yes
Microsoft Dynamics 365 Core Services	Yes	Yes	Yes	Yes*	Yes*
Microsoft Azure Core Services	Yes	Yes	Yes	Varies**	Varies**
Microsoft Intune Online Services	Yes	Yes	Yes	Yes	Yes
Microsoft Power BI Services	Yes	Yes	Yes	No	No

**Does not include Microsoft Social Engagement.*

***Current scope is detailed in the audit report and summarized in the Microsoft Azure Trust Center.*

Microsoft may add industry or government standards at any time. Microsoft will not eliminate a standard or framework in the table above, unless it is no longer used in the industry and it is replaced with a successor (if any). Azure Government Services meet a separate set of control standards and frameworks, as detailed on the Microsoft Azure Trust Center.

Subject to non-disclosure obligations, Microsoft will make each Information Security Policy available to Customer, along with other information reasonably requested by Customer regarding Microsoft security practices and policies.

Customer is solely responsible for reviewing each Information Security Policy and making an independent determination as to whether it meets Customer's requirements.

If the Standard Contractual Clauses apply, then this section is in addition to Clause 5 paragraph f and Clause 12 paragraph 2 of the Standard Contractual Clauses.

Microsoft Audits of Online Services
For each Online Service, Microsoft will conduct audits of the security of the computers, computing environment and physical data centers that it uses in processing Customer Data (including personal data), as follows:

- Where a standard or framework provides for audits, an audit of such control standard or framework will be initiated at least annually for each Online Service.
- Each audit will be performed according to the standards and rules of the regulatory or accreditation body for each applicable control standard or framework.
- Each audit will be performed by qualified, independent, third party security auditors at Microsoft's selection and expense.

Each audit will result in the generation of an audit report ("Microsoft Audit Report"), which will be Microsoft's Confidential Information. The Microsoft Audit Report will clearly disclose any material findings by the auditor. Microsoft will promptly remediate issues raised in any Microsoft Audit Report to the satisfaction of the auditor.

If Customer requests, Microsoft will provide Customer with each Microsoft Audit Report so that Customer can verify Microsoft's compliance with the security obligations under the DPT. The Microsoft Audit Report will be subject to non-disclosure and distribution limitations of Microsoft and the auditor.

If the Standard Contractual Clauses apply, then (1) Customer agrees to exercise its audit right by instructing Microsoft to execute the audit as described in this section of the DPT, and (2) if Customer desires to change this instruction, then Customer has the right to do so as set forth in the Standard Contractual Clauses, which shall be requested in writing.

If the Standard Contractual Clauses apply, then nothing in this section of the DPT varies or modifies the Standard Contractual Clauses or affects any supervisory authority's or data subject's rights under the Standard Contractual Clauses. Microsoft Corporation is an intended third-party beneficiary of this section.

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Online Service Specific Terms

If an Online Service is not listed below, it does not have any Online Service-specific terms.

Microsoft Azure Services

Notices
The Bing Maps, Professional Services, Azure Media Services H.265/HEV Encoding, and H.264/AVC Visual Standard, VC-1 Video Standard, and MPEG-4 Part 2 Visual Standard and MPEG-2 Video Standard Notices in Attachment 1 apply.

Service Level Agreement
Refer to http://azure.microsoft.com/support/legal/sla/.

Definitions
"Azure Government Services" means one or more of the services or features Microsoft makes available to Customer as Government Community Cloud Services in the "US Gov" regions identified at http://azure.microsoft.com/en-us/regions/#services.

"Customer Solution" means an application or any set of applications that adds primary and significant functionality to the Microsoft Azure Services and that is not primarily a substitute for the Microsoft Azure Services.

"Microsoft Azure Services" means one or more of the Microsoft services and features identified at http://azure.microsoft.com/services/, except where identified as licensed separately.

"Microsoft Translator" means Translator API Text Translation and/or Translator API Speech Translation offered by Microsoft as a cloud based automatic translation service.

Limitations
Customer may not

- resell or redistribute the Microsoft Azure Services, or
- allow multiple users to directly or indirectly access any Microsoft Azure Service feature that is made available on a per user basis (e.g., Active Directory Premium). Specific reassignment terms applicable to a Microsoft Azure Service feature may be provided in supplemental documentation for that feature.

Retirement of Services or Features
Microsoft will provide Customer with 12 months' notice before removing any material feature or functionality or discontinuing a service, unless security, legal or system performance considerations require an expedited removal. This does not apply to Previews

Data Retention after Expiration or Termination
The expiration or termination of Customer's Online Service subscription will not change Customer's obligation to pay for hosting of Customer Data during any Extended Term.

Hosting Exception
Customer may create and maintain a Customer Solution and, despite anything to the contrary in Customer's volume licensing agreement, combine Microsoft Azure Services with Customer Data owned or licensed by Customer or a third party, to create a Customer Solution using the Microsoft Azure Service and the Customer Data together. Customer may permit third parties to access and use the Microsoft Azure Services in connection with the use of that Customer Solution. Customer is responsible for that use and for ensuring that these terms and the terms and conditions of Customer's volume licensing agreement are met by that use.

Use of Software within Microsoft Azure
For Microsoft software available within a Microsoft Azure Service, Microsoft grants Customer a limited license to use the software only within the Microsoft Azure Service.

Data Center Availability
Usage of data centers in certain regions may be restricted to Customers located in or near that region. For information on service availability by region, please refer to http://azure.microsoft.com/en-us/regions.

Sharing
The Microsoft Azure Services may provide the ability to share a Customer Solution and/or Customer Data with other Azure users and communities, or other third parties. If Customer chooses to engage in such sharing, Customer agrees that it is giving a license to all authorized users, including the rights to use, modify, and repost its Customer Solution and/or the Customer Data, and Customer is allowing Microsoft to make them available to such users in a manner and location of its choosing.

Marketplace
Microsoft Azure enables Customer to access or purchase Non-Microsoft Products through features such as the Microsoft Azure Marketplace and the Virtual Machine Gallery, subject to separate terms available at http://azure.microsoft.com/en-us/support/legal/store-terms.

Microsoft Cognitive Services

Microsoft Cognitive Services Privacy
The Microsoft Privacy Statement located at https://go.microsoft.com/fwlink/?LinkId=521839 applies to Customer's use of Microsoft Cognitive Services, except that this Microsoft Cognitive Services section controls to the extent it conflicts with the Microsoft Privacy Statement.

Use of Cognitive Services Data.
Customer is solely responsible for the content of all Customer Data it sends to the Cognitive Services ("Cognitive Services Data").

Microsoft may process Cognitive Services Data solely to: (i) provide Cognitive Services to Customer; and (ii) improve Microsoft products and services. Solely for such processing, Microsoft may collect, retain, use, reproduce, and create derivative works of, Cognitive Services Data and Customer grants Microsoft a limited nonexclusive irrevocable worldwide license to do so. Customer will secure and maintain all rights necessary for Microsoft to process Cognitive Services Data as described in this paragraph without violating the rights of any third party or otherwise obligating Microsoft to Customer or to any third party.

Where Cognitive Services Data includes personal data, Customer will obtain sufficient consent for such processing by Microsoft from the data subjects (or from their parents or guardians as required by applicable law).

Microsoft is committed to helping protect data subjects who may be identifiable from Cognitive Services Data that Microsoft retains. Microsoft has implemented business and technical measures designed to help de-identify some retained Cognitive Services Data.

This Use of Cognitive Services Data section will survive termination or expiration of Customer's volume licensing agreement. As between the parties, Customer retains all right, title and interest in and to Cognitive Services Data. Microsoft acquires no rights in Cognitive Services Data, other than the rights Customer grants to Microsoft in this Use of Cognitive Services Data section. This paragraph does not affect Microsoft's rights in software or services Microsoft licenses to Customer.

Cognitive Services Data Retention
Unless stated in documentation for a service, Cognitive Services are not designed to store Customer Data on Customer's behalf.

Application of General Privacy and Security Terms
Only the following sections of the General Privacy and Security Terms apply to the Cognitive Services: Location of Data Processing, Preview Releases, Use of Subcontractors, How to Contact Microsoft

Attribution
When using the Microsoft Cognitive Services (except the Search APIs (defined below)), Customer will provide reasonably prominent attribution. The attribution should read "using Microsoft Cognitive Services" and include a hyperlink to http://go.microsoft.com/fwlink/?LinkID=829046.

Precedence
This Microsoft Cognitive Services section controls to the extent there is any conflict with other parts of the OST.

Bing APIs Limit on Customer use of service output
Customer may not use any data from the Bing-branded APIs for the purpose of developing or offering any comparable machine-learning based service.

Bing Search APIs Use and Display Requirements
Customer must comply with use and display requirements for the Bing Web Search, Image Search, Video Search and News Search APIs, Bing Spell Check, and Bing Autosuggest (collectively, the "Search APIs"), which are available here https://aka.ms/r1j7iq. Customer must use results it obtains through the Search APIs only in Internet Search Experiences (as defined in the use and display requirements) and must not cache or copy results. The results Customer obtains through the Search APIs are not Products, Fixes, or Services Deliverables.

Translator API

Attribution:
When displaying automatic translations performed by Microsoft Translator, Customer will provide reasonably prominent notice that the text has been automatically translated by Microsoft Translator.

Limit on Customer use of service output:
Customer may not use any data from Microsoft Translator for the purpose of developing or offering any comparable machine-learning based service.

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Microsoft Azure Plans

Notices
The Bing Maps Notices in Attachment 1 apply.

Subscription License Suites
In addition to User SLs, refer to Attachment 2 for other SLs that fulfill requirements for Azure Active Directory Premium, Azure Information Protection, and Microsoft Intune.

Azure Active Directory Basic

Customer may, using Single Sign-On, pre-integrate up to 10 SAAS Applications/Custom Applications per User SL. All Microsoft as well as third party applications count towards this application limit.

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Azure Active Directory Premium

Customer may, using Single Sign-On, pre-integrate SaaS Applications/Custom Applications. Customer may not copy or distribute any data set (or any portion of a data set) included in the Microsoft Identity Manager software that is included with a Microsoft Azure Active Directory Premium (P1 and P2) User SL.

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Azure Information Protection Premium

Notices
The Bing Maps Notices in Attachment 1 applies. Any deployment services provided to Customer are subject to the Professional Services Notice in Attachment 1.

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Microsoft Dynamics 365 Services

Microsoft Dynamics 365 Case Management, Enterprise Edition
Microsoft Dynamics 365 Customer Service, Enterprise Edition
Microsoft Dynamics 365 Field Service, Enterprise Edition
Microsoft Dynamics 365 Financials, Business Edition
Microsoft Dynamics 365 Operations, Enterprise Edition
Microsoft Dynamics 365 Project Service Automation, Enterprise Edition
Microsoft Dynamics 365 Sales, Enterprise Edition
Microsoft Dynamics 365 Team Members, Business Edition
Microsoft Dynamics 365 Team Members, Enterprise Edition

Notices
The Bing Maps and Professional Services Notices in Attachment 1 apply. Any onboarding, migration, or deployment services provided to Customer as subjection to the Professional Services Notice in Attachment 1.

Subscription License Suites
In addition to User SLs, refer to Attachment 2 for other offerings that fulfill SL requirements.

External Users
External Users of Microsoft Dynamics 365 Services do not need a SL to access the Online Service. This exemption does not apply to contractors or agents of Customer or its Affiliate.

Microsoft Dynamics 365 for Operations
Customer may modify Microsoft Dynamics 365 for Operations to allow extension of its functionality, but only for Customer's internal use purposes.

Server Use Rights for Dynamics 365 User SLs, From SA User SLs and Add-on User SLs
Customer with active Microsoft Dynamics 365 Services subscriptions may:

- install and use any number of copies of the Microsoft Dynamics Server software on any server;
- allow users or devices licensed with Microsoft Dynamics CRM CALs and Microsoft Dynamics AX CALs to access Microsoft Dynamics Server software provided with Microsoft Dynamics 365 subscriptions;
- receive and use updates related to government tax and regulatory requirements on Microsoft Dynamics Server software;
- modify or create derivative works of plug-ins, runtime, and other components identified in printed or online documentation and use those derivative works, but only with the Microsoft Dynamics Server software and only for Customer's internal purposes; and
- run passive fail-over instances of Microsoft Dynamics Server software for temporary support.

Microsoft Social Engagement

Service Level Agreement
There is no SLA for Microsoft Social Engagement.

Social Content Obtained through Microsoft Social Engagement
Social Content is publicly-available content collected from social media networks (such as Twitter, Facebook and YouTube) and data indexing or data aggregation services in response to Customer's search queries executed in Microsoft Social Engagement. Social Content is not Customer Data. Customer Data used in configuring or initiating search queries executed on Customer's behalf may be shared with third parties for purposes of collecting Social Content. Customer may use Social Content for its internal business purposes only. Microsoft reserves the right to:

- store Social Content in a database commingled with content aggregated from other sources by other licensees;
- access, edit or delete Social Content in response to a request from a social media network, data indexing or data aggregation service, Social Content owner or a takedown request under the Digital Millennium Copyright Act;
- instruct Customer to edit or delete Social Content if Customer exports Social Content; and
- delete or restrict further access to Social Content after the Online Service has been terminated or expires.

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Office 365 Services

Notices
The Bing Maps Notices in Attachment 1 apply. Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services Notice in Attachment 1.

Core Features for Office 365 Services
During the term of Customer's subscription, the Office 365 Services will substantially conform to the Core Features description provided (if any) in the Office 365 service-specific sections below, subject to Product restrictions or external factors (such as the recipient, message rate, message size and mailbox size limits for e-mail; default or Customer-imposed data retention policies; search limits; storage limits; Customer or end user configurations; and meeting capacity limits). Microsoft may permanently eliminate a functionality specified below only if it provides Customer a reasonable alternative functionality.

Administration Portal
Customer will be able to add and remove end users and domains, manage licenses, and create groups through the Microsoft Online Services Portal or its successor site.

Subscription License Suites
In addition to User SLs, refer to Attachment 2 for other SLs that fulfill requirements for Office 365 Services.

Microsoft Teams
Notice: The H.264/MPEG-4 AVC Notice in Attachment 1 applies to all Office 365 Services that include Microsoft Teams.

Yammer
For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

Exchange Online

Office 365 Advanced Threat Protection
Data Loss Prevention
Exchange Online Archiving for Exchange Online
Exchange Online Archiving for Exchange Server
Exchange Online Kiosk
Exchange Online (Plan 1 and Plan 2)

Core Features for Office 365 Services – Exchange Online
Exchange Online or its successor service will have the following Core Features capabilities:

Emails
An end user will be able to send email messages, receive email messages that originate from within and outside of Customer's organization, and access the end user's mailbox.

Mobile and Web Browser Access
Through the Microsoft Exchange ActiveSync protocol or a successor protocol or technology, Exchange Online will enable an end user to send and receive emails and update and view calendars from a mobile device that adequately supports such a protocol or technology. An end user will be able to send email messages, receive email messages that originate from within and outside of Customer's organization, and access the end user's mailbox, all from within a compatible web browser.

Retention Policies
Customer will be able to establish archive and deletion policies for email messages.

Deleted Item and Mailbox Recovery
Customer will be able to recover the contents of a deleted non-shared mailbox and an end user will be able to recover an item that has been deleted from one of the end user's email folders.

Multi-Mailbox Search
Customer will be able to search for content across multiple mailboxes within its organization.

Calendar
An end user will be able to view a calendar and schedule appointments, meetings, and automatic replies to incoming email messages.

Contacts

Through an Exchange Online-provided user interface, Customer will be able to create and manage distribution groups and an organization-wide directory of mail-enabled end users, distribution groups, and external contacts.

Core Features for Office 365 Services – Exchange Online Archiving
Exchange Online Archiving or its successor service will have the following Core Features capabilities:

Storage
Customer will be able to allow an end user to store email messages.

Retention Policies
Customer will be able to establish archive and deletion policies for email messages distinct from policies that an end user can apply to the end user's own mailbox.

Deleted Item and Mailbox Recovery
Customer, through Office 365 support services, will be able to recover a deleted archive mailbox, and an end user will be able to recover an item that has been deleted from one of the end user's email folders in the end user's archive.

Multi-Mailbox Search
Customer will be able to search for content across multiple mailboxes within its organization.

Legal Hold
Customer will be able to place a "legal hold" on an end user's primary mailbox and archive mailbox to preserve the content of those mailboxes.

Archiving
Archiving may be used for messaging storage only with Exchange Online Plans 1 and 2.

Archiving for Exchange Server
Users licensed for Exchange Server 2013 Standard Client Access License may access the Exchange Server 2013 Enterprise Client Access License features necessary to support use of Exchange Online Archiving for Exchange Server.

Exchange Online Plan 2 from Exchange Hosted Archive Migration
Exchange Online Plan 2 is a successor Online Service to Exchange Hosted Archive. If Customer renews from Exchange Hosted Archive into Exchange Online Plan 2 and has not yet migrated to Exchange Online Plan 2, Customer's licensed users may continue to use the Exchange Hosted Archive service subject to the terms of the March 2011 Product Use Rights until the earlier of Customer's migration to Exchange Online Plan 2 or the expiration of Customer's Exchange Online Plan 2 User SLs. The Product Use Rights is located at http://go.microsoft.com/?linkid=9839760.

Data Loss Prevention Device License
If Customer is licensed for Data Loss Prevention by Device, all users of the Licensed Device are licensed for the Online Service.

Service Level Agreement
There is no SLA for Office 365 Advanced Threat Protection.

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Office 365 Applications

Office 365 Business
Office 365 ProPlus
Visio Pro for Office 365

Service Level Agreement
There is no SLA for Visio Pro for Office 365.

Installation and Use Rights
Each user to whom Customer assigns a User SL must have a Microsoft Account in order to use the software provided with the subscription. These users:

- may activate the software provided with the SL on up to five concurrent OSEs for local or remote use;
- may also install and use the software, with shared computer activation, on a shared device, a network server, or on shared servers with a qualified cloud partner. A list of qualified cloud partners and additional deployment requirements is available at www.office.com/sca. For the

purpose of this use right "network server" means a physical hardware server solely dedicated to Customer use. This shared computer activation provision does not apply to Customers license for Office 365 Business; and

- must connect each device upon which user has installed the software to the Internet at least once every 30 days or the functionality of the software may be affected.

The following terms apply only to Office 365 Business and Office 365 ProPlus

Smartphone and Tablet Devices
Each user to whom Customer assigns a User SL may also activate Microsoft Office Mobile software to use on up to five smartphones and five tablets.

The following terms apply only to Office 365 ProPlus

Office Home & Student 2013 RT Commercial Use
Each User SL for Office 365 ProPlus modifies the user's right to use the software under a separately acquired Office Home & Student 2013 RT license by waiving the prohibition against commercial use. Except for this allowance for commercial use of the software, all use is subject to the terms and use rights provided with the Office Home & Student 2013 RT License.

Office Online Server
For each Office 365 ProPlus subscription, Customer may install any number of copies of Office Online Server on any Server dedicated to Customer's use. Each Office 365 ProPlus user may use the Office Online Server software. This provision does not apply to Customers that license this Product under the Microsoft Online Subscription Agreement or other Microsoft agreement that cover Online Services only.

Subscription License Suites
In addition to Office 365 ProPlus User SLs, Customer may fulfill the SL requirement for this Product by purchasing a Suite SL (refer Attachment 2).

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Microsoft MyAnalytics

Service Level Agreement
There is no SLA for Microsoft MyAnalytics.

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Office 365 Advanced Compliance

Service Level Agreement
There is no SLA for Office 365 Advanced Compliance.

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Office Online

Core Features for Office 365 Services
Office Online or its successor service will have the following Core Features capabilities:
An end user will be able to create, view, and edit documents in Microsoft Word, Excel, PowerPoint, and OneNote file types that are supported by Office Online or its successor service.

External Users
External Users invited to site collections via Share-by-Mail functionality do not need User SLs with Office Online.

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OneDrive for Business

External Users
External Users invited to site collections via Share-by-Mail functionality do not need User SLs with OneDrive for Business.

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Project Online

Project Online Essentials
Project Online Professional

Project Online Premium

Installation and Use Rights for Project application
Each user to whom Customer assigns a Project Online Professional or Project Online Premium User SL must have a Microsoft Account in order to use the software provided with the subscription. These users:

- may activate the software provided with the SL on up to five concurrent OSEs for local or remote use;
- may also install and use the software, with shared computer activation, on a shared device, a network server, or on shared servers with a qualified cloud partner. A list of qualified cloud partners and additional deployment requirements is available at www.office.com/sca. For the purpose of this use right "network server" means a physical hardware server solely dedicated to Customer use; and
- must connect each device upon which user has installed the software to the Internet at least once every 30 days or the functionality of the software may be affected.

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SharePoint Online

Duet Enterprise Online for Microsoft SharePoint and SAP
SharePoint Online Kiosk

SharePoint Online (Plan 1 and Plan 2)

Core Features for Office 365 Services
SharePoint Online or its successor service will have the following Core Features capabilities:

Collaboration Sites
An end user will be able to create a web browser-accessible site through which the end user can upload and share content and manage who has permission to access that site.

Storage
Customer will be able to set storage capacity limits for a site created by an end user.

External Users
External Users invited to site collections via Share-by-Mail functionality do not need User SLs with SharePoint Online Kiosk, Plan 1 and Plan 2.

Storage Add-on SLs
Office 365 Extra File Storage is required for each gigabyte of storage in excess of the storage provided with User SLs for SharePoint Online Plans 1 and 2.

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Skype for Business Online

Skype for Business Online (Plan 1 and Plan 2)

Skype for Business Online Cloud PBX

Notices
The H.264/MPEG-4 AVC and/or VC-1 Notices in Attachment 1 apply.

Core Features for Office 365 Services
Skype for Business Online Plan 1 and Plan 2 or their successor services will have the following Core Features capabilities:

Instant Messaging
An end user will be able to transfer a text message to another end user in real time over an Internet Protocol network.

Presence
An end user will be able to set and display the end user's availability and view another end user's availability.

Online Meetings
An end user will be able to conduct an Internet-based meeting that has audio and video conferencing functionality with other end users.

External Users and users not authenticated by Skype for Business Online
User SLs are not required for External Users and users not authenticated by the Skype for Business Online service.

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Skype for Business Online PSTN Services

Skype for Business Online PSTN Calling
Skype for Business Online PSTN Conferencing
Skype for Business PSTN Consumption

PSTN Services
Skype for Business Online PSTN Services ("PSTN Services") enable users to communicate with others via the worldwide voice telephone network known generally as the Public Switched Telephone Network. PSTN Services are provided by the Microsoft Affiliate authorized to provide them. Pricing for PSTN Services may include applicable taxes and fees. All included taxes and fees are disclosed on the Volume Licensing site (http://go.microsoft.com/fwlink/?LinkId=690247)

Important Information About Emergency Services
Customer must notify each user of Skype for Business Online PSTN Calling that Emergency Services operate differently than on traditional telephone services in the following ways: (i) Skype for Business may not know the actual location of an Emergency Services caller, which could result in the call being routed to the wrong Emergency Services call center and/or emergency services being dispatched to the wrong location; (ii) if the user's device has no power, is experiencing a power outage or, for any reason, cannot otherwise access the Internet, the user cannot make an Emergency Services call through Skype for Business PSTN Calling services; and (iii) although Skype for Business Online PSTN Calling services can be used anywhere in the world where an Internet connection is available, users should not make an Emergency Services call from a location outside their home country because the call likely will not be routed to the appropriate call center in that location.

Limitations on use
Customer may not exceed the usage limitations for the applicable PSTN Service subscription plan. Doing so may result in suspension of the services. Microsoft will provide reasonable notice before suspending PSTN Services, and customer will be able to make emergency calls during any period of suspension.

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Other Online Services

Bing Maps Enterprise Platform and Bing Maps Mobile Asset Management Platform

Service SLs
A Service SL is required to access the services via the Bing Maps Enterprise Platform or Bing Maps Mobile Asset Management Platform. Each Service SL must be purchased with at least one of the following qualifying Add-On SLs:

- For the Bing Maps Enterprise Platform Service SL, either:
  - Bing Maps Public Website Usage Add-on SL, which is available for a specified number of billable transactions for use on a website that is available publicly without restriction,
  - Bing Maps Internal Website Usage Add-on SL, which is available for a specified number of billable transactions for use on an internal website (e.g., intranet) on a private network,
  - Bing Maps Known User Add-on SL, or
  - Bing Maps Light Known User Add-on SL.
- For the Bing Maps Mobile Asset Management Platform Service SL; for each Asset either:
  - Bing Maps Asset Management for North America Add-on SL
  - Bing Maps Asset Management for Europe Add-on SL, or
  - Bing Maps Asset Management for Rest of World Add-on SL

Qualifying Bing Maps Mobile Asset Management Platform Service SL Add-on SLs
For the Bing Maps Mobile Asset Management Platform, an Add-on SL is required for each tracked Asset whose GPS or other sensor based position can be monitored, displayed, reverse geocoded or used to perform calculations using Bing Maps Mobile Asset Management Platform. "Asset" is defined as any vehicle, device or other mobile object. These Add-on SLs are for a specified number of tracked Assets.

Authenticated Users
Users that are authenticated by Customer's programs that access Bing Maps Enterprise Platform and Bing Maps Mobile Asset Management Platform must have a SL.

Bing Maps APIs
Customer may use all Bing Maps APIs in accordance with the Microsoft Bing Maps Platform API Terms of Use and Bing Maps Platform SDKs, including any successors thereto, located at https://aka.ms/bingmapsplatformapistou and https://aka.ms/bingmapsplatformsdks.

Bing Maps Privacy
The Bing Privacy Statement and privacy terms in the Microsoft Bing Maps Platform API Terms of Use located at: https://go.microsoft.com/fwlink/?LinkId=521839 apply to Customer's use of the Bing Maps Services.

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Business Application Platform

Microsoft Power BI Pro

Notices
The Bing Maps Notices in Attachment 1 apply.

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Microsoft Intune

Microsoft Intune (per user)
Microsoft Intune Add-on for System Center Configuration

Windows Intune Add-on for System Center Configuration Manager and System Center Endpoint Protection (per user)
("Microsoft Intune Add-On")

Notices
Any deployment services provided to Customer are subject to the Professional Services Notice in Attachment 1.

Manage Devices
Each user to whom Customer assigns a User SL may access and use the Online Service and related software (including System Center software) to manage up to fifteen devices.

Storage Add-on SL
A Storage Add-on SL is required for each gigabyte of storage in excess of the storage provided with the base subscription.

Windows Software Components in System Center Software
The System Center software includes one or more of the following Windows Software Components: Microsoft .NET Framework, Microsoft Data Access Components, Powershell software and certain .dlls related to Microsoft Build, Windows Identity Foundation, Windows Library for JAVAScript, Debghelp.dll, and Web Deploy technologies. The license terms governing use of the Windows Software Components are in the Windows 8.1 Pro and Enterprise section of the Product Terms. The Product Terms is located at http://go.microsoft.com/?linkid=9839206.

SQL Server Technology and Benchmarking
The Software included with the Online Service includes SQL Server-branded components other than a SQL Server Database. Those components are licensed to Customer under the terms of their respective licenses, which can be found in the installation directory or unified installer of the software. Customer must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of these components or the software that includes them.

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Microsoft Learning

Microsoft Learning E-Reference Library
Any person that has valid access to Customer's computer or internal network may copy and use the documentation for Customer's internal reference purposes. Documentation does not include electronic books.

Microsoft Learning Imagine Academy Service SL
A Service SL is required for each Location that accesses or uses any Microsoft Imagine Academy service or benefit. Location is defined as a physical site with staff under the same administrator, such as a principal, in a single building or group of buildings located on the same campus.

Microsoft Learning Imagine Academy Program Guidelines
The Imagine Academy program guidelines, located at http://www.microsoft.com/itacademy, apply to Customer's use of the Microsoft Learning Imagine Academy and its benefits.

Microsoft Learning Imagine Academy Program Benefits Provided by Third-Party
Program benefits may only be used by a licensed institution's faculty, staff and students currently enrolled in the licensed institution.

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Minecraft: Education Edition

Notices
The Bing Maps Notices in Attachment 1 apply.

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Office 365 Developer

No Production Use of Office 365 Developer
Each user to whom Customer assigns a User SL may use the Online Service to design, develop, and test Customer's applications to make them available for Customer's Office 365 Online Services, on-premises deployments or for the Microsoft Office Store. The Online Service is not licensed for production use.

Office 365 Developer End Users
Customer's end users do not need a SL to access Office 365 Developer to perform acceptance tests or provide feedback on Customer programs.

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Windows Desktop Operating System

Data Retention
The Windows Defender Advanced Threat Protection portion of the product does not contain extractable Customer Data therefore the Customer Data extraction terms in the OST do not apply.

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Attachment 1 – Notices

Bing Maps

The Online Service or its included software includes use of Bing Maps. Any content provided through Bing Maps, including geocodes, can only be used within the product through which the content is provided. Customer's use of Bing Maps is governed by the Bing Maps End User Terms of Use available at go.microsoft.com/?linkid=9710837 and the Bing Maps Privacy Statement available at go.microsoft.com/fwlink/?LinkID=248686.

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Professional Services

Customer may be eligible for Microsoft customer support and consulting services related to this Online Service. These services are "Professional Services" under Customer's volume licensing agreement. If Customer's volume licensing agreement covers Online Services only (and does not define Professional Services), then these services are provided subject to the "Professional Services Terms" below.

The Professional Services to which this Notice applies are not Online Services, and the rest of the Online Services Terms, as well as any data processing amendment or HIPAA Business Associate Agreement signed by the parties, do not apply. Any information provided to Microsoft in connection with these Professional Services is protected under the confidentiality terms of Customer's volume licensing agreement.

Additional terms may apply to these Professional Services, but only to the extent those terms don't conflict with this Notice.

Professional Services Terms

Definition

Any services to which this notice applies are defined, collectively, as "Professional Services".

Obligations of the Parties

Microsoft warrants that all Professional Services will be performed with professional care and skill. If Microsoft fails to do so and Customer notifies Microsoft within 90 days of the date of performance, then Microsoft will either re-perform the Professional Services or return the price paid for them as Customer's sole remedy for breach of the Professional Services warranty.

Customer will perform its applicable responsibilities and obligations to support Microsoft's performance of the Professional Services, as specified in the description of each Professional Service.

Limitation of Liability

To the extent permitted by applicable law, each party's total liability for all claims relating to Professional Services will be limited to the amounts Customer was required to pay for the Professional Services or the limitation of liability for the Online Service with which the Professional Services are offered, whichever is greater. **In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, including loss of use, loss of profits, or interruption of business, however caused or on any theory of liability in relation to the Professional Services. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations; or (2) violation of the other party's intellectual property rights.**

Fixes

"Fixes" are Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as service packs) or that Microsoft provides to Customer to address a specific issue. Each Fix, is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use terms Microsoft provides with the Fix will apply.

Pre-Existing Work

"Pre-Existing Work" means any computer code or non-code based written materials developed or otherwise obtained independent of Customer's volume licensing agreement. All rights in Pre-Existing Work shall remain the sole property of the party providing the Pre-Existing Work. Each party may use, reproduce and modify the other party's Pre-Existing Work only as needed to perform obligations related to Professional Services.

Services Deliverables

"Services Deliverables" means any computer code or materials other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services. Microsoft grants Customer a non-exclusive, non-transferable, perpetual license to reproduce, use, and modify the Services Deliverables solely for Customer's internal business purposes, subject to the terms and conditions in Customer's volume licensing agreement.

Non-Microsoft Technology
Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Online Services, Fixes, or Services Deliverables.

Affiliates' Rights
Customer may sublicense the rights to use Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights. Customer is liable for ensuring its Affiliates' compliance with the terms of this Notice and Customer's volume licensing agreement.

Government Customers.
If Customer is a government entity, then the following terms apply to any Professional Services provided at no charge to Customer. Microsoft waives any and all entitlement to compensation from Customer for the Professional Services. In compliance with applicable laws and regulations, Microsoft and Customer acknowledge that the Professional Services are for the sole benefit and use of Customer and not provided for the personal use or benefit of any individual government employee.

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Notice about Azure Media Services H.265/HEVC Encoding

Customer must obtain its own patent license(s) from any third party H.265/HEVC patent pools or rights holders before using Azure Media Services to encode or decode H.265/HEVC media.

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Notice about H.264/AVC Visual Standard, VC-1 Video Standard, MPEG-4 Part Visual Standard and MPEG-2 Video Standard

This software may include H.264/AVC, VC-1, MPEG-4 Part 2, and MPEG-2 visual compression technology. MPEG LA, L.L.C. requires this notice: THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, THE MPEG-4 PART 2 AND MPEG-2 VISUAL PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE (VIDEO STANDARDS) AND/OR (ii) DECODE AVC, VC-1, MPEG-4 PART 2 AND MPEG-2 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. REFER TO www.mpegla.com.

For clarification purposes, this notice does not limit or inhibit the use of the software for normal business uses that are personal to that business which do not include (i) redistribution of the software to third parties, or (ii) creation of content compliant with the VIDEO STANDARDS technologies for distribution to third parties.

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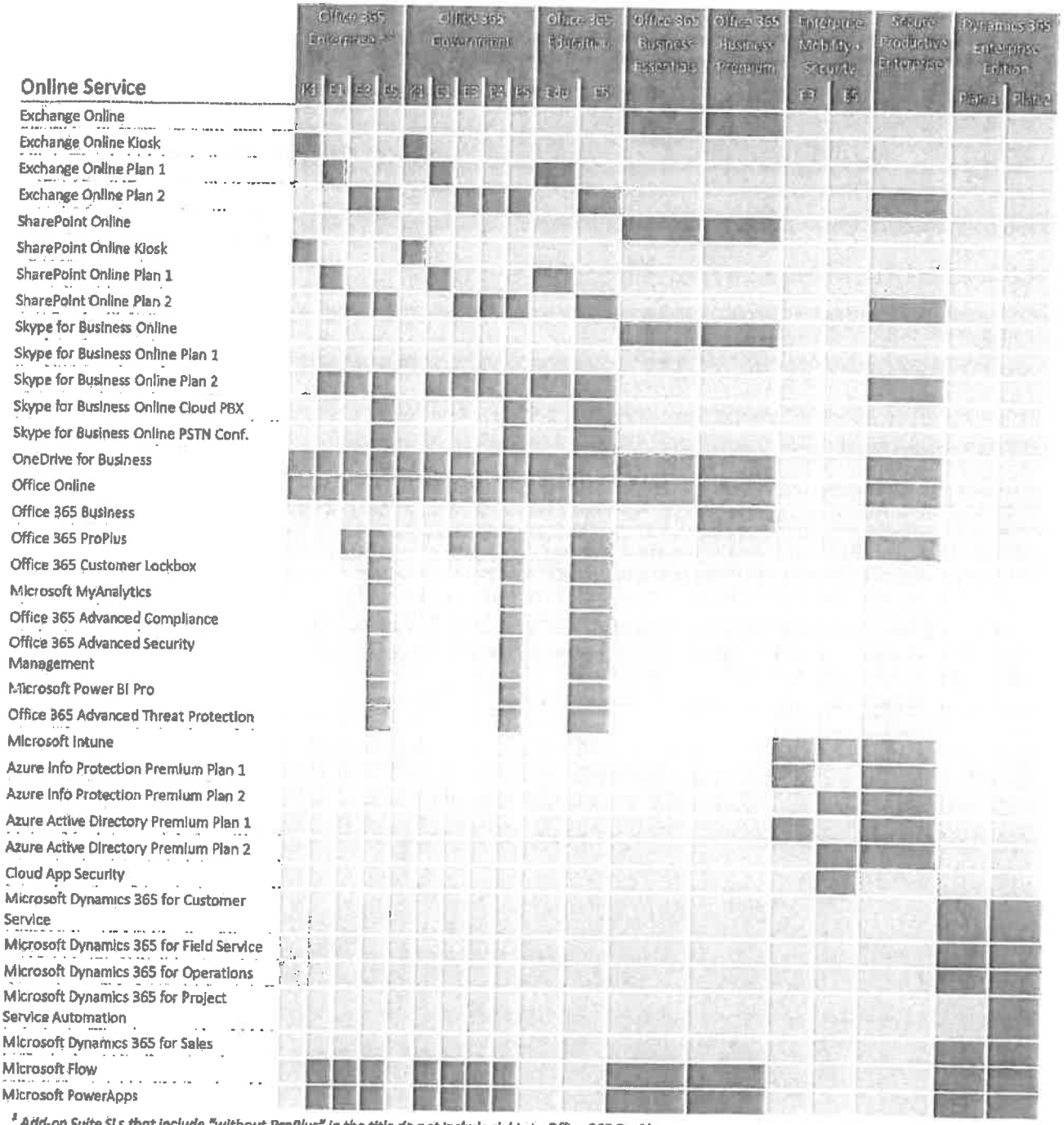
Attachment 2 – Subscription License Suites

Online Services may be available for purchase as Suites of Online Services. If, in the table below, a cell is shaded ■ in an Online Service's row, the Suite SL for the column the cell is in fulfills the SL requirements for the cell's Online Services.



[1] Add-on Suite SLs that include "without ProPlus" in the title do not include rights to Office 365 ProPlus.
[2] In addition to the Online Services above, the Secure Productive Enterprise fulfills the SL requirement for Windows SA per User as described in the Product Terms.
[3] Inclusion of Skype for Business Online PSTN Conferencing with Office 365 Enterprise E5 is dependent on regional availability.

Attachment 3 – The Standard Contractual Clauses (Processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection, Customer (as data exporter) and Microsoft Corporation (as data importer, whose signature appears below), each a "party," together "the parties," have agreed on the following Contractual Clauses (the "Clauses" or "Standard Contractual Clauses") in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1: Definitions

(a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b) 'the data exporter' means the controller who transfers the personal data;

(c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) 'the subprocessor' means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2: Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 below which forms an integral part of the Clauses.

Clause 3: Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4: Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 below;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to **(i).**

Clause 5: Obligations of the data importer

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,

(ii) any accidental or unauthorised access, and

(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the subprocessor will be carried out in accordance with Clause 11; and

(j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6: Liability

1. The parties agree that any data subject who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7: Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

(b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8: Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9: Governing Law.

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10: Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11: Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12: Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

Appendix 1 to the Standard Contractual Clauses

Data exporter: Customer is the data exporter. The data exporter is a user of Online Services as defined in the section of the OST entitled "Data Processing Terms."

Data importer: The data importer is MICROSOFT CORPORATION, a global producer of software and services.

Data subjects: Data subjects include the data exporter's representatives and end-users including employees, contractors, collaborators, and customers of the data exporter. Data subjects may also include individuals attempting to communicate or transfer personal information to users of the services provided by data importer.

Categories of data: The personal data transferred includes e-mail, documents and other data in an electronic form in the context of the Online Services.

Processing operations: The personal data transferred will be subject to the following basic processing activities:

a. Duration and Object of Data Processing. The duration of data processing shall be for the term designated under the applicable volume licensing agreement between data exporter and the Microsoft entity to which these Standard Contractual Clauses are annexed ("Microsoft"). The objective of the data processing is the performance of Online Services.

b. Scope and Purpose of Data Processing. The scope and purpose of processing personal data is described in the DPT. The data importer operates a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors operate such facilities.

c. Customer Data Access. For the term designated under the applicable volume licensing agreement data importer will at its election and as necessary under applicable law implementing Article 12(b) of the EU Data Protection Directive, either: (1) provide data exporter with the ability to correct, delete, or block Customer Data, or (2) make such corrections, deletions, or blockages on its behalf.

d. Data Exporter's Instructions. For Online Services, data importer will only act upon data exporter's instructions as conveyed by Microsoft.

e. Customer Data Deletion or Return. Upon expiration or termination of data exporter's use of Online Services, it may extract Customer Data and data importer will delete Customer Data, each in accordance with the OST applicable to the agreement.

Subcontractors: The data importer may hire other companies to provide limited services on data importer's behalf, such as providing customer support. Any such subcontractors will be permitted to obtain Customer Data only to deliver the services the data importer has retained them to provide, and they are prohibited from using Customer Data for any other purpose.

Appendix 2 to the Standard Contractual Clauses

Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c):

1. **Personnel.** Data importer's personnel will not process Customer Data without authorization. Personnel are obligated to maintain the confidentiality of any Customer Data and this obligation continues even after their engagement ends.

2. **Data Privacy Contact.** The data privacy officer of the data importer can be reached at the following address:
Microsoft Corporation
Attn: Chief Privacy Officer
1 Microsoft Way
Redmond, WA 98052 USA

3. **Technical and Organization Measures.** The data importer has implemented and will maintain appropriate technical and organizational measures, internal controls, and information security routines intended to protect Customer Data, as defined in the DPT, against accidental loss, destruction, or alteration; unauthorized disclosure or access; or unlawful destruction as follows: The technical and organizational measures, internal controls, and information security routines set forth in the DPT are hereby incorporated into this Appendix 2 by this reference and are binding on the data importer as if they were set forth in this Appendix 2 in their entirety.

Signature of Microsoft Corporation appears on the following page.

Signing the Standard Contractual Clauses, Appendix 1 and Appendix 2 on behalf of the data importer:

Signature 851B7BFC2640456 Rajesh Jha DocuSigned By: Rajesh Jha

Rajesh Jha, Corporate Vice President
Microsoft Corporation
One Microsoft Way, Redmond WA, USA 98052

Meadows, James D

From: Kaylee Deegan <Kaylee.Deegan@microsoft.com>
Sent: Tuesday, June 6, 2017 9:18 PM
To: Meadows, James D; Elias Chaale; Deanna Anderson
Cc: Milam, Sallie; 'brooks.h.crislip@wvago.gov'; Jones, Jennelle H; McAllister, Justin T; Lopez, Melanie L
Subject: RE: Microsoft
Attachments: WV CTM-M183 EnrAmend(SecurityIncidentNotification)(WW)(ENG)(Jan2016)(IU)....docx

Hi Jimmy,

Yes, we will use the CTM-M183 amendment you attached to this email thread when that amendment is added to any Enrollment. I've attached a clean version for you to post to the website.

To opt out of the Standard Contractual Clauses, please follow the steps outlined in the Data Processing Terms section of the OST which I have copied here for reference. A brief letter on the state's letterhead following the steps below is sufficient. You could say something to the effect of "Customer and all its Affiliates hereby opt out of the Standard Contractual Clauses included in the Data Processing Terms of the Online Services Terms. Customer's election to opt out of the Standard Contractual Clauses applies to Enterprise Agreement number 01E73657 and any Enrollments signed under the Agreement".

Customer may opt out of the "Standard Contractual Clauses" or the Data Processing Terms in their entirety. To opt out, Customer must send the following information to Microsoft in a written notice (under terms of the Customer's volume licensing agreement):

- **the full legal name of the Customer and any Affiliate that is opting out;**
- **if Customer has multiple volume licensing agreements, the volume licensing agreement to which the Opt Out applies;**
- **if opting out of the entire DPT, a statement that Customer (or Affiliate) opts out of the entirety of the Data Processing Terms; and**
- **if opting out of only the Standard Contractual Clauses, a statement that Customer (or Affiliate) opts out of the Standard Contractual Clauses only.**

You can send the completed letter to Microsoft by following the Notices provision in your Agreement which I've copied here for your reference.

Notices to Microsoft. Notices, authorizations, and requests in connection with this agreement must be sent by regular or overnight mail, express courier, or fax to the addresses and numbers listed on the signature form and in this agreement. Notices will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery.

Copies should be sent to:
Microsoft Corporation Legal and Corporate Affairs Volume Licensing Group One Microsoft Way Redmond, WA 98052 USA Via Facsimile: (425) 936-7329

Microsoft may provide information about upcoming Enrollment deadlines and Online Services in electronic form. Such information may be provided by email to contacts provided by Enrolled Affiliate under an Enrollment, or through a web site Microsoft identifies. Notice by email is given as of the transmission date.

Kind Regards,

Kaylee

From: Meadows, James D [mailto:James.D.Meadows@wv.gov]
Sent: Tuesday, June 6, 2017 10:45 AM
To: Elias Chaale <eliasc@microsoft.com>; Deanna Anderson <dander@microsoft.com>; Kaylee Deegan <Kaylee.Deegan@microsoft.com>
Cc: Milam, Sallie <Sallie.H.Milam@wv.gov>; 'brooks.h.crislip@wvago.gov' <brooks.h.crislip@wvago.gov>; Jones, Jennelle H <Jennelle.H.Jones@wv.gov>; Justin McAllister <Justin.T.McAllister@wv.gov>; Lopez, Melanie L <Melanie.L.Lopez@wv.gov>
Subject: FW: Microsoft

Ladies and Gentlemen,

Sallie reviewed the documents and found that the M183 was not the most recent. Attached is that most recent document. She also noted that we requested something opting out of the OST Standard Contractual Clauses on page 29 of the Online Service Terms and that request was approved.

If Microsoft is in agreement that the attached M183 is acceptable then I will replace the one provided.

Do we need to amend the Enterprise Agreement Amendment to include a provision opting out of the Standard Contractual Clauses or is there another form for that?

Please let me know how you want to proceed.

James Meadows
General Counsel
West Virginia Purchasing Division
2019 Washington Street, East
Charleston, WV 25305
Phone: 304-558-8806
Fax: 304-558-0006

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From: Milam, Sallie
Sent: Tuesday, June 6, 2017 1:25 PM
To: Meadows, James D <James.D.Meadows@wv.gov>
Subject: RE: Microsoft

Jimmy,

Here it is.

Sallie

From: Meadows, James D
Sent: Tuesday, June 6, 2017 12:27 PM
To: Milam, Sallie <Sallie.H.Milam@wv.gov>
Subject: RE: Microsoft

Sallie,

Do you have the most recent version of the M183?

James Meadows
General Counsel
West Virginia Purchasing Division
2019 Washington Street, East
Charleston, WV 25305
Phone: 304-558-8806
Fax: 304-558-0006

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From: Milam, Sallie
Sent: Tuesday, June 6, 2017 11:52 AM
To: Meadows, James D <James.D.Meadows@wv.gov>
Cc: Jones, Jennelle H <Jennelle.H.Jones@wv.gov>; 'brooks.h.crislip@wvago.gov' <brooks.h.crislip@wvago.gov>
Subject: RE: Microsoft

Jimmy,

The most current version of M183 was not attached and I did not see the opt out clause for the OST Standard Contractual Causes, beginning on p. 29.

Sallie

From: Meadows, James D
Sent: Friday, June 2, 2017 10:30 AM
To: Milam, Sallie <Sallie.H.Milam@wv.gov>
Cc: Jones, Jennelle H <Jennelle.H.Jones@wv.gov>; 'brooks.h.crislip@wvago.gov' <brooks.h.crislip@wvago.gov>
Subject: FW: Microsoft

Sallie,

Would you care to check and make sure this has the changes that you asked for?

James Meadows
General Counsel
West Virginia Purchasing Division
2019 Washington Street, East
Charleston, WV 25305
Phone: 304-558-8806
Fax: 304-558-0006

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If you are the intended recipient, please secure the contents in accordance with all applicable state or federal requirements related to the privacy and confidentiality of information, including the HIPAA Privacy guidelines.

From: Deanna Anderson [mailto:dander@microsoft.com]
Sent: Thursday, June 1, 2017 3:01 PM
To: Meadows, James D <James.D.Meadows@wv.gov>; Elias Chaale <eliasc@microsoft.com>; Kaylee Deegan <Kaylee.Deegan@microsoft.com>
Cc: McAllister, Justin T <Justin.T.McAllister@wv.gov>; Lopez, Melanie L <Melanie.L.Lopez@wv.gov>; Milam, Sallie <Sallie.H.Milam@wv.gov>; Jones, Jennelle H <Jennelle.H.Jones@wv.gov>; 'brooks.h.crislip@wvago.gov' <brooks.h.crislip@wvago.gov>; Matthew Markle <Matthew_Markle@SHI.com>
Subject: RE: Microsoft

--my apologies! I included the Agreement instead of Enrollment, and missed the W29 (Sub250), and I made sure to include the original signature form from SHI so this is the final version. Restating original comments below:

Thanks for joining us on the call today. Per our discussion, attached are the following documents the parties have discussed and agreed upon over the past several months:

- 2016 Enrollment Form
- Custom amendment to extend the EA (001-kayleed-S-50-a) along with the existing 2012 Enterprise Agreement that this amendment applies to
    - The Appendix includes the customized M176 HIPAA BAA amendment
- M183 Amendment

These same documents are agreed upon in the Forms section of the amendment to the EA with the Amendment ID 001-kayleed-S-50-a.

Also attached is the W29 Amendment template MSFT shared yesterday as something the state should consider posting to your website as a pre-approved amendment.

We have omitted the sample amendments we shared yesterday from this reply as they are not considered template amendments the parties have agreed to. Rather, these amendments are written to address offers or topics tailored to the needs of a specific Enrolled Affiliate. As we agreed in our call, for any more custom amendments that occur on an as needed basis with Affiliate Enrollments, we will route them through all required parties for review (e.g. state procurement, Office of Technology, signing entity, etc.).

The Amendment to extend the EA with Amendment ID 001-kayleed-S-50-a that has been pre-signed by Microsoft is therefore ready for WV signature.

Please let me know if you have any questions for me, thanks!

Deanna Anderson | Licensing Sales Specialist | South Mid-Atlantic Government: DC, NC, SC, VA & WV | (701) 492-6875 | dander@microsoft.com

Microsoft.com/empowering

From: Deanna Anderson
Sent: Thursday, June 1, 2017 2:00 PM
To: Meadows, James D <James.D.Meadows@wv.gov>; Elias Chaale <eliasc@microsoft.com>; Kaylee Deegan <Kaylee.Deegan@microsoft.com>
Cc: Justin McAllister <Justin.T.McAllister@wv.gov>; Lopez, Melanie L <Melanie.L.Lopez@wv.gov>; Milam, Sallie <Sallie.H.Milam@wv.gov>; Jones, Jennelle H <Jennelle.H.Jones@wv.gov>; 'brooks.h.crislip@wvago.gov' <brooks.h.crislip@wvago.gov>
Subject: RE: Microsoft

Thanks for joining us on the call today. Per our discussion, attached are the following documents the parties have discussed and agreed upon over the past several months:

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- Custom amendment to extend the EA (001-kayleed-S-50-a) along with the existing 2012 Enterprise Agreement that this amendment applies to
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In prep for the call Elias mentioned below – here's the documents attached, and a quick description of each below:

Terms related to the Master Agreement:

1. Master Agreement 2012 - already signed, we are looking to extend
2. Master Amendment – this is the document that has been negotiated with Kaylee

Terms related to the Affiliate Enrollment:
Required – will be on every new or renewing Enterprise Enrollment that agencies purchase on:

3. Affiliate Enrollment Terms– terms that govern the Affiliate Enrollment, per the Master Amendment this is the "locked in" version
4. Sample Product Selection Form – form that describes which products are Enterprise Products on the enrollment, and based off those products and quantities what Price Level the enrollment is eligible for (SLG is always Level D pricing)

Optional – depending on the requests of the Enterprise Enrollment, these concessions are added to address custom requests

5. W29 (sub 250 Enrollment form) – concession that allows for an Affiliate Enrollment for less than the minimum of 250 user
6. Sample Discount Transparency Form - form provides government customers with more transparency and visibility into the discount Microsoft provides to partners
7. Sample CCTM Amendment – could contain any custom terms negotiated at the affiliate level on their enrollment. For the three examples attached the following is a summary:
    a. Description of discount on Dyn365 SKUs, provided quantities for Dyn365 are maintained during the term of the enrollment
    b. M97 – invoice for quoted price
    c. Description of discount on OMS G SKU
8. M176 HIPAA BAA – mentioned in the Master Amendment that Kaylee wrote – example in Appendix A
9. M183 O365 Security Incident Notification – refer to Appendix in Master Amendment

Thanks,

Deanna Anderson | Licensing Sales Specialist | South Mid-Atlantic Government: DC, NC, SC, VA & WV | (701) 492-6875 | dander@microsoft.com

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From: Elias Chaale
Sent: Wednesday, May 31, 2017 1:47 PM
To: Meadows, James D <James.D.Meadows@wv.gov>; Deanna Anderson <dander@microsoft.com>
Cc: Justin McAllister <Justin.T.McAllister@wv.gov>; Lopez, Melanie L <Melanie.L.Lopez@wv.gov>; Milam, Sallie <Sallie.H.Milam@wv.gov>; Jones, Jennelle H <Jennelle.H.Jones@wv.gov>; 'brooks.h.crislip@wvago.gov' <brooks.h.crislip@wvago.gov>
Subject: RE: Microsoft
Importance: High

Hi Jimmy,

We would appreciate the opportunity to have a call to discuss/review the additional documents. Do you have time tomorrow between 11:30 – 4:00 for a one hour session?

Best Regards,
Elias

Elias Chaale
Account Manager
Microsoft
State and Local
Government

Office: (703) 657-1668
Mobile: (703) 439-9140
eliasc@microsoft.com

Microsoft

From: Meadows, James D [mailto:James.D.Meadows@wv.gov]
Sent: Wednesday, May 31, 2017 1:12 PM
To: Elias Chaale <eliasc@microsoft.com>; Deanna Anderson <dander@microsoft.com>
Cc: Justin McAllister <Justin.T.McAllister@wv.gov>; Lopez, Melanie L <Melanie.L.Lopez@wv.gov>; Milam, Sallie <Sallie.H.Milam@wv.gov>; Jones, Jennelle H <Jennelle.H.Jones@wv.gov>; 'brooks.h.crislip@wvago.gov' <brooks.h.crislip@wvago.gov>
Subject: Microsoft

Ladies and Gentlemen,

I just got off the phone with Justin and Melanie. I think what I am hearing is that Microsoft is including additional documentation that the WV group has not reviewed. This is not acceptable.

Is Microsoft planning to require entities like the Secretary of State, Department of Agriculture, and the Attorney General's office to sign additional supplemental enrollment forms other than what was reviewed and discussed? Again, this is not acceptable.

I have said repeatedly that Purchasing and the Attorney General's office needs to review every form. If there are other forms that may apply to any of the entities listed as qualifying agencies, please send them ASAP. We will need to review them.

I am happy to do a phone call if necessary.

Sincerely,

James Meadows
General Counsel
West Virginia Purchasing Division
2019 Washington Street, East
Charleston, WV 25305
Phone: 304-558-8806
Fax: 304-558-0006

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Exhibit E – NASPO Master Agreement

NASPO ValuePoint

formerly WSCA-NASPO

Software Value-Added Reseller (SVAR) Services
MASTER PRICE AGREEMENT

with

SHI INTERNATION, CORP.
Contract No. ADSPO16-130651

State of Arizona
Lead State

Effective: April 8, 2016 to April 7, 2018

	Offer and Acceptance		State of Arizona State Procurement Office
	SOLICITATION NO.: ADSPO16-00005629	PAGE 70	100 North 15th Avenue, Suite 201
	OFFFEROR: SHI International Corp.	OF 76	Phoenix, AZ 85007

OFFER

TO THE STATE OF ARIZONA:
The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

SHI International Corp.
Company Name

290 Davidson Ave.
Address

Somerset | NJ | 08873
City | State | Zip

Natalie Slowik
Signature of Person Authorized to Sign Offer

Natalie Slowik
Printed Name

Sr. Manager, Contracts & RFPs
Title

Phone: 888-764-8888

Fax: 732-764-8889

E-Mail: Alison_Turner@shi.com

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization ___ IS/ X IS NOT a small business with less than 100 employees or has gross revenues of $4 million or less.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No. Available upon posting

The effective date of the Contract is April 8, 2016

The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona
Awarded this 5th day of April 2016

Procurement Officer

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1.1 Purpose

The State of Arizona, State Procurement Office, is requesting proposals for Software Value-Added Reseller (SVAR) services in furtherance of the NASPO ValuePoint Cooperation Purchasing Program (NASPO ValuePoint). The purpose of this Request for Proposal (RFP) is to establish Master Agreements with qualified Offerors so that NASPO ValuePoint Cooperative Members may acquire Commercial off the Shelf Software (COTS) and related services from Software Value-Added Resellers.

The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The Master Agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Colombia, territories of the United States, and other eligible entities subject to approval of the individuals state procurement director and compliance with local statutory and regulatory provisions, as explained in section 3 of the NASPO ValuePoint Master Agreement Terms and Conditions. The initial term of the Master Agreement shall be two (2) years with renewal provisions as outlined in Section 3 of the NASPO ValuePoint Master Terms and Conditions (Section 4).

1.2 Lead State, Solicitation Number and Lead State Contract Administrator (LSCA)

The State of Arizona, State Procurement Office (SPO) is the Lead State and issuing office for this document and all subsequent addenda relating to it. This solicitation (RFP) is a competitive process, in accordance with the Arizona Procurement Code available at https://spo.az.gov/ . The Arizona Procurement Code is a compilation in one place of Arizona Revised Statutes (ARS) 41-2501 et seq. and administrative rules and regulations A.A.C R2-7-1010 et.seq. The Solicitation #ADSPO16-00005829 must be referred to on all proposals, correspondence, and documentation relating to this RFP.

The Lead State Contract Administrator (LSCA) identified below is the single point of contact during this procurement process. Offerors and interested persons shall direct to the Lead State Contract Administrator all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, requests for brand approval, change, clarification, protests, the award process, and any other questions that may arise related to this solicitation and the resulting Master Agreement. The Lead State Contract Administrator (LSCA) designated by the State of Arizona, State Procurement Office is:

Charlotte Righetti, CPPB, CTNS State Procurement Manager
State of Arizona, State Procurement Office
100 N. 15th Avenue, Suite 201
Phoenix, Arizona 85007
Phone: (602)542.9127

1.3 NASPO ValuePoint Background Information

NASPO ValuePoint (formerly known as WSCA-NASPO) is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. The Program is facilitated by the NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO), doing business as NASPO ValuePoint. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each

of the 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information consult the following websites: www.naspovaluepoint.org and www.naspo.org .

1.4 Participating States

In addition to the Lead State conducting this solicitation, the Participating States listed below have requested to be named in this RFP as potential Users of the resulting Master Agreement. Other entities may become Participating Entities after award of the Master Agreement. State specific terms and conditions will govern each state's Participating Addendum that will govern each state's Participating Addendum. A listing of the Participating States can be found in Exhibit I.

1.5 Definitions – all capitalized terms in this document have the meaning as defined in AAC R2-7-101. Any capitalized term not defined in AAC R2-7-101 has the meaning defined below.

"Appliance" means a separate and discrete hardware device with integrated software (firmware), specifically designed to provide a specific computing resource. For the purposes of this solicitation only an "Appliance" which is the sole means of obtaining the Software product is allowable.

"Attachment" means any item the Solicitation requires an Offeror to submit as part of the Offer.

"Best and Final Offer (BAFO)" means a revision to an Offer submitted after negotiations are completed that contains the Offeror's most favorable terms for price, service, and products to be delivered.

"Commercial Off the Shelf" ("COTS") for the purposes of this solicitation means non-developmental software which has been created for specific uses and is available to the general public in the commercial marketplace. COTS products are designed to be implemented easily into existing systems without the need for customization.

"End-User License Agreement (EULA)" is a legal contract between the manufacturer (publisher) and the end User of an application that details how the software can and cannot be used.

"eProcurement (Electronic Procurement)" means conducting all or some of the procurement function over the Internet. Point, click, buy and ship Internet technology is replacing paper-based procurement and supply management business processes. Elements of eProcurement also include Invitation for Bids, Request for Proposals, and Request for Quotations.

"Excluded Software Publishers" means a Software Publisher who is unwilling to do business with a Reseller.

"Exhibit" means any document or object labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

"Lead State Contract Administrator" ("LSCA") means the Procurement Officer for the Master Agreement.

"Master Agreement" ("MPA") means the contractual agreement executed between the winning (awarded) contractor (s) and the Lead State conducting the procurement on behalf of NASPO ValuePoint.

"Non-perpetual license" or Subscription License" is a temporary license that provides the right to use a particular licensed product until the end of the license-agreement term.

"Participating State Contract Administrator" ("PSCA") means the Procurement Officer for the Participating State.

"Perpetual license" means a license which is everlasting and valid if the software is being used in accordance with the license-agreement requirements.

"Person" means any corporation, business, individual, union, committee, club, or other organization or group of individuals

"Publisher" means a software manufacturer (e.g., Microsoft)

"Reseller" means a Software Value-Added Reseller who is awarded under this solicitation, and who has a fully-executed (MPA and PA-s) contract.

"Reseller Cost" means the price that the Reseller pays the Publisher or Distributor to purchase software on behalf of the Participating State. Reseller Cost should not include any administrative or other mark-up costs.

"Software" means the computer program, including media and associated documentation.

"Software Licensing" means allowing an individual or group to use a piece of software.

"Software Maintenance and Support" means any software upgrades, annual updates, patches and fixes needed to improve functionality and keep the software in working order.

"Solicitation Amendment" means a change to the Solicitation issued by the Procurement Officer.

"Volume License Agreements (VLAs)" means an agreement with a Software Publisher wherein the Participating State's total expected purchasing over a period of time is considered in establishing the discount level.

2.1 Software Value-Added Reseller ('Reseller' – "SVAR")

2.1.1 Software Value-Added Reseller ('Reseller' – "SVAR") shall be a large account reseller authorized to sell products direct from Key Software Publishers or authorized Distributors.

2.1.2 SVAR shall do the following:

2.1.2.1 Provide Commercial Off-the-Shelf-Software (COTS).

2.1.2.2 Honor existing Volume or Enterprise license agreements.

2.1.2.3 Offer maintenance and support packages on licenses already owned by the Participating State and other Purchasing Entities.

2.1.2.4 Advise the LSCA, each PSCA, and other Purchasing Entities of SVAR's channel partner status with Key Software Publishers.

2.1.2.5 Retain or enhance reseller certifications with software publishers - At a minimum, maintain Reseller certification levels held at time of award.

If Reseller's certification or reseller status is withdrawn or reduced, Reseller is required to immediately notify, in writing, the Lead State Contract Administrator (LSCA), each PSCA and other Purchasing Entities explaining:

- The change;
- The impact on their costs to obtain the product;
- Limitations on the products or services they may provide; and,
- The reasons for the change.

Failure to provide the required notification, regarding significant negative changes in their reseller status, may be grounds for suspension or cancellation of the MPA and PA's.

2.1.2.6 Provide Pre-Sale Advisement - **There shall be no charge for these services**:

2.1.2.6.1 Advise the Purchasing Entity in making strategic software application decisions by providing evaluation copies, product comparisons, needs analysis, product information and application recommendations.

2.1.2.6.2 Act as liaison between the Purchasing Entity and individual publishers in identifying best approaches and cost savings opportunities for the Purchasing Entity.

2.1.1.6.3 Examples of such advice would be:

- In selecting appropriate software;
- In explaining Volume License Agreements with complicated rules;
- In determining the most cost-effective buying strategies;
- In ensuring that Participating States and other Purchasing Entities are in compliance with licensing requirements; and,
- In finding software options to meet a specific need, for example, a flow-charting package.

2.1.2.7 Reseller shall negotiate to reduce Reseller Cost, to pass on savings to the Participating State and other Purchasing Entitites.

2.1.2.8 Provide assistance in explaining and developing Volume License and Enterprise Agreements.

2.1.2.9 Provide Software Installation Assistance.

2.1.2.9.1 Provide, at no additional cost, assistance or advice in basic installation or implementation of COTS product.

2.1.2.8.2 If the Purchasing Entity encounters difficulty in downloading or installing the software, the Reseller must provide assistance within eight (8) business hours of being informed of the problem.

2.1.2.10 Provide Software De-Installation Assistance.

2.1.2.11 Provide Tracking, Management, Usage Monitoring and Reporting of Licenses

2.1.2.11.1 Reseller shall have in place a product license inventory and asset management system, which will include an accurate inventory record of product licenses purchased under this Contract.

2.1.2.11.2 Reseller must also have the capability tracking maintenance renewal and other significant due dates.

2.1.2.11.3 At a minimum, this system shall be able to provide this information by Participating State and Purchasing Entity.

2.1.2.11.4 Reseller shall work with Participating State, other Purchasing Entities, publishers, previous and subsequent contract software resellers, and hardware computer contractors to ensure the most comprehensive record of licenses is created, maintained, and the information transferrable.

2.1.2.11.5 States may choose to award multiple PA's under this Agreement. Details on how licenses are to be tracked and managed under multiple awards will be determined by that awarding State.

2.1.2.11.6 As may be required by a Participating State, or other Purchasing Entity, Reseller shall work with NASPO ValuePoint computing equipment contractors, or a Participating State's comparable computer hardware contractor, to see that any software acquired under those contracts can be tracked through this contract.

2.1.2.12 Notify Participating State and Purchasing Entities of publisher publicly announced changes pertinent to User licensing.

2.1.3 SVAR shall Develop and Maintain Website

2.1.3.1 *For Participating States,* Reseller shall develop and support a website specific to that State, with content approved from the LSCA or PSCA as appropriate based on content.

2.1.3.1.1 This web site information shall be available through the Internet without the use of additional software or licenses.

2.1.3.1.2 Website should be User friendly to allow for quick and easy access and use.

2.1.3.1.3 Website shall be available 24 x 7, except for scheduled maintenance.

2.1.3.1.4 Website shall be ADA compliant.

2.1.3.1.5 No costs or expenses associated with providing this information shall be charged to the States.

2.1.3.1.6 Universal Resource Locator (URL) for the website must be supplied to the PSCA and the LSCA within sixty (60) days of the execution of the PA.

2.1.3.1.7 The website will include contract information, product information/catalog, the capability to generate online reports, and other pertinent information as may be reasonably requested by States, such as copies of VLAs.

2.1.3.1.8 *Publisher Notifications and Other Industry Information*. In the event that a publisher publicly announces changes that are pertinent to User licensing, the Reseller shall assist Users by posting the information on the state websites.

2.1.3.1.9 Reseller shall provide, at no additional cost, training on how to use their website and how to use this contract in obtaining quotes and placing orders. Online training should be available on the website, but supplementary electronic (e.g. Webinars, emails), telephone or on-site training should be provided, as needed, during standard working hours.

2.1.3.2 *Contract and General Information*. The website shall provide contract and ordering information to include, at a minimum:

2.1.3.2.1 The contract number(s) (MPA and PA);

2.1.3.3.2 The Reseller primary contact and contacts to whom incidents are to be escalated:

- Name(s and titles
- Areas of responsibility for each contact name;
- Phone number(s); and,
- Email address(es).

2.1.3.3.3 Information on use of website,

2.1.3.3.4 Quote and ordering information; and,

2.1.3.3.5 Notifications regarding publishers and products, such as pending key product changes or upgrades.

2.1.3.3 *Online Catalog*

2.1.3.3.1 Reseller shall provide COTS software, and software maintenance of new or existing licensed software, under this contract. Information on approved products, customized by Participating State, will be available through an online catalog and through Reseller's representatives either through email or telephone inquiry during the standard working hours of the Participating State. The online catalog shall provide an expansive list

of products allowed per the contracts, particularly those products of itemized publishers.

2.1.3.3.2 The website shall provide contract and ordering information to include, at a minimum: publishers, product names, standard product pricing, and product descriptions (photos optional or links to access product literature). Regardless of the number and types of links to the Reseller's electronic catalog, the Reseller shall ensure that all eligible agencies purchasing under one PA are accessing the same current base version of the product catalog. Online information shall include purchases of Volume or Enterprise License Agreement software as well as individual COTS software licenses.

2.1.3.3.3 Online catalog shall be restricted to just software. Non-authorized products or groups of products shall not be on the website. Reseller shall not use this proposed website to cross sell or cross advertise other products and or services the Reseller may be able to offer.

2.1.3.4 *Product Searching Capability*. At a minimum, the online catalog should be searchable by Purchasing Entity and their VLAs, Software Publisher, Product name, OEM product number, and software description (e.g., GIS, Security). The online category can be modified as Users' needs dictate, such as including products obtained through a distributor (non-itemized publisher products) that are frequently purchased.

2.1.3.5 *Online Product Quotes*. Product price displayed online is a 'not-to-exceed' product price quote based on contract rate and real time Reseller Cost. For high dollar purchases, or quantity purchases, Purchasing Entity should request a quote by contacting Reseller representative off-line. The online pricing should allow for overrides when a quote with a negotiated better price has been offered and is being placed online. Website should have capability to track all quotes by Purchasing Entity and be easily accessible for viewing by quote number. Website shall include a shopping cart feature that allows Purchasing Entities to provide shipping instructions. Purchasing Entities can place orders on the web either via credit card or purchase order. Specifics regarding an individual state's requirements for placing an order may be included in that State's Participating Addendum (PA).

2.1.3.6 *User Differentiation*. Catalog should be designed so as to provide a means to identify the Participating State (state agency or other eligible Purchasing Entity). This method used must not require any administrative tasks on the part of the LSCA for the MPA, the PSCA for the individual PSCA. Website should allow Users to develop personal lists and profiles, including an option to securely store and maintain procurement card information. Catalog should have the capability of being used as a 'Punch Out' to an individual state's electronic purchasing system.

2.1.3.7 *Online Reports*. Website shall have capability to provide order history, as well as order status and order tracking.

2.1.3.8 *Other*. Other information may be added to the website as may be required by State (such as copies of volume license agreements) or enhancements that may be proposed by Reseller and approved by State.

2.2 COTS Products

2.2.1 Software which requires little or no services

	IN SCOPE Offerings		OUT OF SCOPE Offerings
LICENSING TYPE	COTS	Individual Licensing Volume Licensing Enterprise Licensing	Custom/Customized
LICENSING PERIOD	Perpetual	Subscription	*none*
Delivery	Shrink-Wrap	Download	*none*
HOSTING as part of delivery & use.	On Premise	Off Premise	*Managed Service* *Managed Services means the proactive management of an IT (Information Technology) asset or object, by a third party typically known as a MSP, on behalf of a customer* *mspalliance.com/definition-of-managed-services/*

2.2.1.1 Most Current Version - Purchase orders shall be deemed to reference a manufacturer's most recent release model or version of the product at the time of the order, unless the Purchasing Entity specifically requests in writing an earlier model or version and the Reseller is willing to provide such model or version.

2.2.1.2 Licenses and Maintenance Agreements

2.2.1.2.1 *Volume License Agreements (VLA) and Enterprise License Agreements (ELA)*

The Reseller will honor existing Participating State's VLA's or ELA's with publishers and include those licenses as part of the Reseller's license tracking service. Following an executed PA with a Participating State, and if so required by the Participating State, the Purchasing Entity and/or an individual publisher, the Reseller will identify itself to software publishers as Reseller for that Participating State or Purchasing Entity. If so required by the Publisher and Participating State, Reseller will execute a change of channel partner agreement with the Publisher. Resellers will sell additional seats consistent with Purchasing Entities' Enterprise or Volume Agreements. Reseller will work with Participating State, Purchasing Entity(ies) and Publishers as needed to establish new VLAs or ELAs. The Reseller will work with the Publisher and Participating State as necessary to ensure the Participating State receives timely and pertinent license information, such as: license or agreement renewals, or opportunities based on actual volume.

Reseller will work directly with Purchasing Entity(ies) in establishing, signing and maintaining enrollment agreements. If Reseller is sole SVAR contractor in a State, Reseller will aggregate all enrollments together for

Master Agreement reporting purposes. If a PSCA elects to have multiple SVAR contractors, Reseller's responsibilities will be delineated in that State's PA. Resellers shall monitor and be able to report on the current levels of software ordered towards any of the Participating State's VLA required sales levels to ensure the Participating State does not fall short and thereby incur Publisher penalties. The Reseller shall be responsible for providing license usage information to the Publishers, if such information is required by the Publishers, in a timely manner (e.g., for 'true up' assessments)

2.2.1.2.2 *Individual Software Licenses.* Purchasing Entities can purchase individual COTS licenses, such as perpetual and non-perpetual licenses, through the Reseller.

2.2.1.3 Software Maintenance and Support Agreements.

Purchasing Entities can purchase maintenance agreements, including upgrade protection, through the Reseller. Resellers will sell software maintenance agreements, even if the software was not purchased under this agreement, such as on-going support for a User's existing perpetual license. As requested, Reseller will explain what product support or services are included in a publisher's maintenance agreement.

2.2.1.3.1 *Software Maintenance and Support.* Reseller to provide needed services to support maintenance products such maintenance agreements, software upgrades, annual updates, patches and fixes needed to improve functionality and keep the software in working order. Such services may include providing recommendations on most cost-effective or appropriate long-term maintenance plan. Reseller will provide such support, not only to maintenance packages purchases under this agreement, but in support of any existing and current agreements.

2.2.1.3.2 *Software Updates.*

2.2.1.3.2.1 Users are eligible to receive, from the Publisher, all new releases and updates of the software, at no additional charge, while under a maintenance agreement. A "Release" means any collection of enhancements or updates which the Publisher generally makes available to its installed base of customers of such programs. The Reseller shall assist the Purchasing Entity to obtain such releases or updates for their Users from the Publisher.

2.2.1.3.2.2 Should a User not want to receive the next upgrade, the User shall so notify the respective Publisher.

2.2.1.3.3 *License Confirmations*
For licenses ordered under the contract by Purchasing Entity(ies), Reseller shall be able to provide:

(i) Certified Licensing Confirmation Certificates for all software licenses;
(ii) Reseller's certified license confirmation certificates in the name of such Licensee; or,
(iii) Written confirmation from the Reseller or Publisher accepting the Eligible Participating State's contract or purchase order as proof of license.

The form of "Proof of License" provided must be acceptable proof to the Publisher, and in the format requested by the Purchasing Entity. The Proof of License shall be provided as an electronic file and/or a hardcopy document, as required by the Purchasing Entity. Reseller will retain an electronic file of Participating State's Proof of Licenses and provide copies to the Participating State as requested.

2.2.1.3.4 *Transitioning License Tracking Information at Contract Termination*
The license information data acquired and retained by Reseller will be stored as sortable data fields so the license information can be transferred to the Participating State upon contract termination. Reseller will work with States and Participating Entities, or their designees, to ensure that the license information data has been successfully transferred in a usable format.

2.2.1.4 Leases
Lease purchase and term leases are allowable only for Purchasing States whose rules and regulations permit leasing of software. Individual Purchasing Entities may enter into a lease agreement for the products covered in this Master Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process. No lease agreements will be reviewed or evaluated as part of this RFP evaluation process.

2.2.1.5 Software Publishers, Categories. The identified software product needs under this solicitation have been divided into three tiers: Key Itemized Publishers, Other Itemized Publishers, and Non-Itemized Publishers. See descriptions and chart which follow. As indicated, it is most desirable for Reseller to have a direct reseller agreement with the itemized software publishers. If a direct reseller agreement is not already in place between itemized software publishers and the Reseller, the Reseller is expected to enter into a direct reseller agreement and submit a rate for that itemized publisher that is better than the rate for a Non-Itemized Publisher. Over the life of this contract, product needs or volumes may change and new publishers may be added by amendment to the itemized publishers' lists.

2.2.1.5.1 *Itemized Highest Volume Publishers (Highest Volume, Itemized Lines).*
The products of the publishers in this category represent the highest tier of sales volume identified for this solicitation, of those publishers who sell through resellers. This category is the one most likely to include a Participating State's enterprise or high volume agreements with a publisher. Resellers shall be certified direct resellers for publishers in this

category. The preferred pricing that a Reseller receives based on their reseller certification status, in conjunction with the anticipated considerable volume of purchases through these Contracts, is the expected foundation for a very competitive base Reseller Cost, with further reductions of Reseller Cost as they are achieved through ongoing Reseller negotiations. A percentage rate above or below Reseller Cost is to be provided for each itemized publisher. Specific requirements may be required for some publishers in this category in an individual State's PA.

2.2.1.5.2 *Other Itemized Publishers (High Volume, Itemized Lines).* The products of the publishers in this category represent a high level of sales volume as identified for this solicitation. This category may include a Participating State's high volume agreements or VLAs with a publisher. It is desirable for Resellers to be certified direct resellers for publishers in this category. A percentage rate above or below Reseller Cost is to be provided for each itemized publisher

2.2.1.5.3 *Non-Itemized Publishers (all other distributed software purchases).* This category is defined to include all other distributed computer software not specifically itemized. Enterprise or Volume Licensing Agreements are not anticipated in this category. New or existing software products can be added to this category at any time during the term of the Contract without the written consent of the LSCA and may be itemized in the online catalog, if volume justifies the addition. There should be one percentage rate above or below Reseller cost covering all products in this category

KEY ITEMIZED PUBLISHERS Certification as Direct Reseller.	**OTHER ITEMIZED PUBLISHERS** Certification as direct reseller desirable. If not certified, the percentage rate should be no greater than Non-Itemized rate	**NON-ITEMIZED PUBLISHER** One 'not to exceed' rate
ADOBE	AI SQUARED	
CITRIX	AIRWATCH MOBILE DEVICE MANAGEMENT VMWARE	
MICROSOFT	ALLIANCE ENTERPRISES	
NOVELL	APPLE	
SYMANTEC	ATTACHMATE – MICROFOCUS	
VMWARE	AUTODESK	
	AUTONOMY – HP	
	BAKBONE – DELL	
	BARRACUDA	
	BOMGAR REMOTE SOFTWARE	
	CA TECHNOLOGIES	
	CISCO	
	COMPUTRONIX USA	

	COMPUWARE	
	COREL	
	DOUBLETAKE	
	EMC	
	ENCHOICE	
	ESET	
	ESRI	
	FREEDOM SCIENTIFIC	
	GUARDIAN EDGE – SYMANTEC	
	GW MICRO	
	IBM	
	ICM CONVERSIONS	
	INFOR	
	INTERMEDIX EMSYSTEMS	
	HP	
	HUMANWARE	
	INFORMATION BUILDERS	
	KRONOS SOFTWARE	
	LANDESK	
	LASERFISCHE	
	LIQUIDWARE STATUSPHERE	
	MICROFOCUS INC	
	MINJET	
	MPS	
	MQSOFTWARE – BMC SOFTWARE	
	NCIRCLE	
	NETOP	
	NUANCE	
	ORACLE	
	OSAM	
	PASSPORT	
	PATCHLINK	
	PROOFPOINT	
	RSA SECURITY	
	REFERENCIA SYSTEMS	
	SAP AMERICA	
	SAS	
	SOLUTIONS SOFTWARE	
	SOPHOS	
	SPLUNK SOFTWARE	
	STASEEKER NETWORK INFRASTRUCTURE MONITORING	
	STELLENT – ORACLE	

	SUNGUARD	
	SYBASE	
	TECHSMITH	
	TREND MICRO	
	TRUSTWARE	
	ULTRABAC	
	VORMETRIC	
	WEBSENSE	

2.2.1.6 Software Publishers, General Representation.

2.2.1.6.1 *Excluded Software Publishers.* The Reseller must agree that there are no software publishers with whom they will refuse to do business if the Software Publisher is willing to do business with them. Resellers shall advise the LSCA or designee of any Excluded Software Publishers and provide explanations for the non-representation.

2.2.1.6.2 *Expanded Representation.* The Reseller is expected to continue to work towards reseller certifications with publishers not currently represented, particularly with those publishers whose sales volume merit classification into the itemized publisher lines. Similarly, Reseller is expected to continue to work towards a higher certification level with current publishers

2.2.1.7 Price Quote, General. Pricing is submitted in the MPA as a percentage of Reseller Cost. Individual PA's will use the MPA pricing as a base and may negotiate an adjusted rate. Any negotiated PA rates, exclusive of taxes or any individual state's administrative fee, shall not exceed the MPA rates. As requested by Purchasing Entity, for example on a high volume single order, Reseller shall negotiate to reduce Reseller Cost, to pass on savings to the Participating State. Firm individual order quotes shall be provided to Purchasing Entity prior to order submittal.

2.2.1.7.1 *Telephone or Email Quote Support.* Reseller shall accept requests for quotes by telephone, fax, email, or online. Reseller shall accept collect telephone calls and/or provide and maintain a toll-free number for eligible agency use. Reseller shall provide an email address for receipt of requests for price quotes. Reseller shall provide written quotes by fax, email or online as requested by the Participating State.

2.2.1.7.2 *Quoted Delivery Method.* The quote must clearly indicate the method of delivery, whether via media, download, or **3.3 Services** below.

2.2.1.7.3 *Timely Quotes.* Reseller agrees to work with publishers and distributors to obtain quotes and deliver software in a timely fashion. Expected response should be within twenty-four (24) hours but no more than three (3) business days. If, after three (3) business days, the Reseller has been unable to obtain the quote or assurances that

they can obtain the software, the Reseller shall contact the Participating State or other Purchasing Entity with a status report. The Reseller and the Participating State/Purchasing Entity will mutually agree as to whether the Reseller shall continue to pursue a quote and within what timeframe, or whether the Reseller will provide the Participating State/Purchasing Entity with a written statement that the Reseller cannot supply the software. If the Reseller has been unable to obtain a quote within ten (10) days of the request for quote, the Reseller shall provide a written statement (email is sufficient) to Participating State/Purchasing Entity, and the LSCA as may be required under the PA, that the Reseller cannot supply the software, and the reason why.

2.2.1.7.4 *Guaranteed 30 Day Quote*. Reseller is required to honor all quotes for thirty (30) calendar days. If it is known that a price adjustment will occur during the thirty (30) calendar days following the quote, the Reseller may provide two quotes, based upon the date that the order is received.

2.2.1.7.5 *Sales Promotion*. The Reseller may conduct sales promotions involving specific products or groups of products for specified time periods. If electing to exercise this provision, the Reseller shall submit a formal request for approval to the LSCA. The request should include: the product or product groups, the promotional price as compared to the standard price and the Master Agreement price for the product or product groups, and the start and end dates of the sales promotion. LSCA's approval shall be in the form of an amendment to the MPA. Upon approval, the Reseller shall provide conspicuous notice of the promotion to all Participating Entities.

2.2.1.7.6 A Participating State or other Participating Entity may allow the Contractor to charge a credit card fee in their Participating Addendum.

2.2.1.8 Product Delivery and Returns

2.2.1.8.1 Media. The Reseller shall work with Participating State or other Purchasing Entity to provide media via any method available and as requested by the Participating State including, but not limited to: original Publisher media, CD copies of master media duplicated by the Reseller, electronic downloads, etc. In cases where original publisher's media is not available, the Reseller shall provide CD's copied from master disks of the software purchased under any volume or enterprise license agreement.

2.2.1.8.2 Delivery Period. Reseller to provide delivery no longer than ten (10) business days after receipt of a valid order unless conditions arise that are outside the control of the Reseller. If delivery cannot be within this time frame, Reseller is to notify Purchasing Entity of delay and anticipated

ship date. If this delayed delivery is unacceptable to Purchasing Entity, the order can be cancelled without penalty.

2.2.1.8.3 Product Returns. Unopened software can be returned with no restocking fee up to 30 days from date of receipt, if allowed by the software publisher. If the software publisher has a shorter timeframe for returns or requires a restocking fee, this must be stated on the quote. If that information is not provided to the Participating State by the Reseller, Reseller is responsible for the restocking fee. If delivered software is defective, or if the incorrect product was delivered, the Reseller must agree to accept returns. If delivered software is defective, the Reseller is responsible for return shipping and packaging costs and for restocking charges if applicable. The Reseller must agree that any defective or incorrectly delivered media will be replaced by overnight delivery at the Reseller's expense if requested by the Participating State or Purchasing Entity. If overnight delivery is not requested, all replacement products must be received by the Participating State or Purchasing Entity within seven (7) days of initial notification.

2.2.1.8.4 Shipping Charges. Items covered under this contract are FOB Destination and shipping charges are not to be included on any invoice unless the Purchasing Entity has ordered expedited shipment. For expedited shipment, Purchasing Entity would submit their order including related shipping charges, which may not exceed the cost of delivery by the carrier.

2.3 Services

	IN SCOPE		OUT OF SCOPE
SOFTWARE & LICENSING TYPE	COTS	Volume Licensing	Custom/Customized
LICENSING PERIOD	Perpetual	Subscription	Not Applicable
Delivery	Shrink-Wrap	Download	Not Applicable
Hosting as part of delivery & use	On-Premise	Off-Premise	Managed Services
SERVICES	Basic Installation, Training and Maintenance *Means that activity which does not require Consulting, Configuration, Engineering, Design or any other type of service specific to a Purchasing Entity requiring description of tasks and deliverables and agreement by the parties (Statement of Work)*		Consulting, configuration, engineering, design, etc., any type of service specific to a Purchasing Entity requiring description of tasks and deliverables and agreement by the parties

2.3.1 In Scope Services:
Basic Installation, Maintenance packages and Training (3.4) are considered to be within the Scope of this Solicitation. This Master Agreement is intended for the acquisition of distributed, commercial off the shelf software

2.3.2 ***(RESERVED)***

2.3.3 A Participating State may include a statement in their Participating Addendum allowing state employees to purchase software licenses.

2.3.4 Individual Participating Addendums may further limit the Scope of this Solicitation.

2.3.5 This Master Agreement is not intended for the purchase of custom software applications.

2.4 Training.

2.4.1 Training shall be available in the form of tutorials for basic installation and web-based training for software operation, basic phone support.

2.4.2 Provision of information on how to access a Software Publisher's "Help Desk" (either telecom or web-based) for basic use questions.

2.5 Customer Service and Representation.

2.5.1 *Dedicated Representation and Timely Response*. Reseller shall provide a dedicated representative for each Participating State. Such representative will become familiar with the State and its cooperative partners, provide a single point as needed for quote assistance, offer software recommendations, track and report on renewal deadlines, and serve as a contact point for the LSCA. **Reseller must commit to returning phone calls or responding to emails within two (2) business days**.

2.5.2 *Problem Escalation*. The Reseller must provide an incident escalation path for each State, showing on that State's website, the name, contact information, and role of individuals to whom problems should be escalated if the problems are not resolved by primary assigned contacts.

2.5.3 *Product purchasing trends*. **The Reseller will speak with LSCA and sourcing team quarterly** to review usage and discuss possible revisions of the categorization of publishers based upon actual sales volume or other changes.

2.5.4 *Contract Reviews*.

2.5.4.1 Reseller is expected to conduct **quarterly reviews of all sales** volumes and report sales figures and savings from Publisher's list price, by Publisher and by PA, as well as observed trends or purchasing patterns, and **to present the information to the LSCA**.

2.5.4.2 At the discretion of the individual participating states, an equivalent review, limited to that state, will be presented to the PSCA.

2.5.4.3 **All awardees under this contract shall meet once a year with the LSCA and Sourcing Team** to review usage and discuss possible revisions of the categorization of publishers based upon actual sales volume, and to discuss any service concerns, industry trends, and the effectiveness of the contract.

2.5.4.3.1 Reseller is expected to **conduct a customer satisfaction survey** and an audit prior to this discussion and be prepared to discuss the results, and

provide reports, at this review. At a minimum, the audit will report address quoting and billing accuracy, and any Reseller Cost that exceeds a Publisher's List price for that item.

2.5.4.3.2 Based on historical sales volume information, Reseller should be prepared to discuss potential cost savings opportunities which could be passed through to Participating States.

2.5.4.3.2 In a renewal year, the annual review will take place prior to contract extensions.

2.6. Interactions with Software Publishers

2.6.1 *Best Interests of Participating State.* Reseller would represent the best interests of the Participating State and other Participating Entities in negotiating or otherwise working with Publishers for such items as: maximizing cost savings with best use of volume or enterprise license agreements, better pricing on individual volume buys, taking advantage of publishers' specials, promotions, coupons or other savings opportunities.

2.6.2 *Liaison with Publisher.* A State may establish, in their individual PA, a requirement for Reseller to arrange with the software publisher or software publisher's designee for implementation, customization, training, support, maintenance and other software related services. **The provision of said services must be under a separate agreement between the Participating State and the applicable parties.**

2.7 Reporting

2.7.1 Standard Reports
Individual participating states may require their own standard reports, such as report on savings. Reseller shall provide these reports at the intervals, and in the format, as reasonably requested by the States. Reseller shall advise of standard reports which they can provide, and work with participating states on additional standard reports.

2.7.2 Online Reports
The SVAR shall be able to provide online, real time, reporting capabilities using website established for the state. These reports may include Back Order or Current Order Status reports. In addition, the system shall be able to provide the ability for the User agency to create custom reports. The requesting Participating State shall be able to select specific fields and create a necessary report for their specific needs. Data Fields shall include, but not be limited to, purchasing entity, Purchase Order Number, Order date, Invoice date, Publisher, Publisher Part Number, Software Reseller's Part Number, Description, Quantity Shipped, Unit actual price, Extended Price, Sales Tax and order total. Reports shall be able to be shown online as well as emailed to the requesting Participating State, if requested. Examples of Reseller's standard and online reports shall be submitted with the offer.

2.7.3 Custom Reports

Participating State and SVAR may mutually agree to include terms and conditions and pricing for the development and provision of customized reports as an optional service in a Participating Addendum.

2.8 Other Value-Added Services

SVAR may propose other Value-Added Services, e.g., key escrow, in their response. Such services from an awarded Offeror, if consistent with this Statement of Work, recommended by the Evaluation Team, and accepted by the PSCA, would be added to the final awarded contract.

NASPD ValuePoint

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:
(1) A Participating State's Participating Addendum ("PA");
(2) NASPO ValuePoint Master Agreement Terms & Conditions;
(3) A Purchase Order issued against the Master Agreement;
(4) The Statement of Work;
(5) The Solicitation; and
(6) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Acceptance is defined by the applicable commercial code, except Acceptance of a Product fo which acceptance testing is not required shall not occur before the completion of delivery in accordance with the Order, installation, if required, and a reasonable time for inspection of the Product.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

Order or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating State incorporating this Master Agreement and any other additional Participating State specific language or other requirements, e.g. ordering procedures specific to the Participating State, other terms and conditions.

Participating State means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. A Participating State is not required to participate through execution of a Participating Addendum. Upon execution of the Participating Addendum, a Participating State becomes a Participating State.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

3. Term of the Master Agreement

The initial term of this Master Agreement is for two (2) years. This Master Agreement may be extended beyond the original contract period for successive periods with a maximum aggregate, including all extensions, not to exceed five (5) years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State.

5. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

6. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least ninety (90) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or

rates will be allowed.

7. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, and rights attending any warranty or default in performance in association with any Order. Cancellation of the Master Agreement due to Contractor default may be immediate.

8. Confidentiality, Non-Disclosure, and Injunctive Relief

Provisions governing confidentiality of information during performance of orders for the State of Arizona are governed by The State of Arizona Special Terms and Conditions. Except where a Participating Addendum prescribes otherwise, this section governs confidentiality and disclosure of information of other Purchasing Entities.

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating State, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or

indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of any information that pertains to the potential work or activities covered by the Master Agreement. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

10. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

(1) Nonperformance of contractual requirements; or

(2) A material breach of any term or condition of this Master Agreement; or

(3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or

(4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

(5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

(1) Exercise any remedy provided by law; and

(2) Terminate this Master Agreement and any related Contracts or portions thereof; and

(3) Impose liquidated damages as provided in this Master Agreement; and

(4) Suspend Contractor from being able to respond to future bid solicitations; and

(5) Suspend Contractor's performance; and

(6) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating State shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

11. Shipping and Delivery.

Section 3.2.1.8 of the solicitation prescribes requirements for product delivery and return.

12. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

13. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by "force majeure," as that term is defined in and under conditions specified in section 6.4 of the State of Arizona Uniform Terms and Conditions.

14. Indemnification

a. Section 5.1X1.1 of the State of Arizona Special Terms and Conditions governs indemnification of the State of Arizona. With respect to other entities, the Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. Section 6.3 of the State of Arizona Uniform Terms and Conditions governs indemnification of the State for intellectual property infringement claims. With respect to other entities the Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing

Organization LLC (doing business as NASPO ValuePoint), Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

15. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

16. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

17. Insurance

a. The insurance requirements of the State of Arizona are specified in section 5.1 X 1.2 of the State of Arizona Special Terms and Conditions. For performance in other states, unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating State's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating State's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

1) Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Damage to Rented Premises	$50,0000
Each Occurrence	$1,000,000

2) Business Automobile Liability

Bodily injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract. Combined Single Limit (CSL) $1,000,000

3) Technology Errors & Omissions Insurance

Each Claim	$2,000,000
Annual Aggregate	$2,000,000

Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract. Coverage shall include or shall not exclude services, and/or licensed programs under this contract. Coverage shall include or shall not exclude settlement and/or defense of claims involving intellectual property, including but not limited to patent or copyright infringement. In the event that Tech E&O insurance required by this Contact is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this contract is completed.

c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days

after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating State by the Contractor.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating State's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating State who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State, Participating State, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating State, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

18. Laws and Regulations

Any and all Products offered and furnished shall comply with solicitation section 5.10, Compliance with Applicable Laws.

19. License of Pre-Existing Intellectual Property

Any rights to intellectual property shall be as prescribed in the Lead State's solicitation and resulting contract, and Purchasing Entities shall have the same rights as the Lead State under those provisions.

20. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of a Lead State, a Participating State, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating State only to the extent Congress

has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

21. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. The resulting Master Agreements permit Purchasing Entities to define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to Purchasing Entity rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Agency may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document compliance with the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

(1) The services or supplies being delivered;
(2) The place and requested time of delivery;
(3) A billing address;
(4) The name, phone number, and address of the Purchasing Entity representative;
(5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
(6) A ceiling amount of the order for services being ordered; and
(7) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or

otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

22. Participants

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating State and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating State (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating State, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@wsca-naspo.org to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. State Participating Addenda or other Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating State is located.

g. Resale. "Resale" means any transfer of software for compensation or assignment of services for compensation. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes software and services that are deliverables). Absent any

such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities under cooperative agreements and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

23. Payment

Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

Any prompt payment terms proposed by contractor shall be extended to all Purchasing Entities.

24. Public Information.

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Records Administration and Audit.

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating State, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating State, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

26. Administrative Fees

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint

Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states, such as the State of Arizona, may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 26a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

27. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://www.naspo.org/WNCPO/Calculator.aspx. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in EXHIBIT III_Cooperative Contract Sales Reporting Data Requirements and Data Format.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier,** may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any PA roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due 30 days after the conclusion of each

calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

28. Standard of Performance and Acceptance.

Determination of the acceptability of services shall be made by the sole judgement of the Purchasing Entity. Acceptance shall be in writing, verbal acceptance will not be allowed. Services shall be completed in accordance with the Scope of Work, agreed to and accepted schedules, plans, and agreed to performance standards. Acceptance shall be one hundred percent (100%) functionality, which will be determined by the Purchasing Entity. Acceptance criteria shall include, but not be limited to conformity to the scope of work, quality of workmanship, and successfully performing all required Tasks. Nonconformance to a stated acceptance and performance criteria of both services and or products, as required, shall result in a delay for payment. The warranty period will begin upon Acceptance.

29. Warranty

The Contractor warrants for a period of 90 days from the date of Acceptance in accordance with the provisions of section 7 of the State of Arizona Uniform Terms and Conditions and section 5.1 N. of the State of Arizona Special Terms and Conditions, with rights of the State available to other Purchasing Entities. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

30. (RESERVED)

31. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to Product consisting of tangible media free and clear of all liens, encumbrances, or other security interests.

32. Waiver of Breach

Failure of the Lead State, Participating State, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating State, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating State of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

33. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating State any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating State's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating State's option, the right to control any such litigation on such claim for relief or cause of action.

34. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

35. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating State's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating State state if a named party; or the Purchasing Entity state if a named party.

36. NASPO ValuePoint eMarket Center

In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provided customers information regarding the Contractors website and ordering information.

At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

37. Contract Provisions for Orders Utilizing Federal Funds.
Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this master agreement.

38. State Government Support
No support, facility space, materials, special access, personnel or other obligations on behalf of the states or other Participating Entity, other than payment, are required under the Master Agreement.

5.1 State of Arizona Special Terms and Conditions

A. Purpose

Pursuant to provisions of the Arizona Procurement Code, A.R.S. 41-2501 Et Seq., the State of Arizona intends to establish a Contract (Participating Addendum, PA) for the materials or services as listed herein in service to the State.

B. Term of Contract

The term of any resultant Contract shall commence on date of execution and shall be for an initial period of two (2) years, unless terminated, canceled or extended as otherwise provided herein.

C. Contract Extensions

The Contract term is for period stated in Item B. subject to additional successive periods with a maximum aggregate including all extensions not to exceed five (5) years.

D. Contract Type – Fixed Price

E. Eligible Agencies (STATEWIDE)

This Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible State Purchasing Cooperative members may participate at their discretion. In order to participate in this contract, a cooperative member shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statues § 41-2632.

Membership in the State Purchasing Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations, as well as State governments, the US Federal Government and Tribal Nations. Non-profit organizations are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the internal revenue service under section 501(c)(3) through 501(c)(6).

F. Licenses

The Contractor shall maintain in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.

G. Volume of Work

The State does not guarantee a specific amount of work either for the life of the Contract or on an annual basis.

H. Key Personnel

It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must agree to assign specific individuals to the key positions if required.

1. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the State.
2. Key personnel who are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the State, and shall, subject to the concurrence of the State, replace such personnel with personnel of substantially equal ability and qualifications.

I. Changes

The State may at any time make changes within the general scope of this Contract. The Contractor shall respond to the Change Order with a proposal. If any such change causes an adjustment in the cost of, or the time required for the performance of any part of the work under this Contract, whether changed or not changed by the Change Order, the Procurement Officer shall modify the Contract in writing via a bilateral Contract Amendment.

J. Price Adjustment

Any price adjustment shall be within the confines of the awarded contract, or as negotiated in service to this Contract. Any negotiated price adjustments for this Contract shall be documented via a bilateral Contract Amendment.

K. Payment Procedures

The State will not make payments to any Entity, Group or individual other than the Contractor with the Federal Employer Identification (FEI) Number identified in the Contract. Contractor invoices requesting payment to any Entity, Group or individual other than the contractually specified Contractor shall be returned to the Contractor for correction.

The Contractor shall review and insure that the invoices for services provided show the correct Contractor name prior to sending them for payment.

If the Contractor Name and FEI Number change, the Contractor must complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Contractor. The State must indicate consent on the form. A written Contract Amendment must be signed by both parties and a new W-9 form must be submitted by the new Contractor and entered into the system prior to any payments being made to the new Contractor.

L. Information Disclosure

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of

the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State.

M. Employees of the Contractor

All employees of the Contractor employed in the performance of work under the Contract shall be considered employees of the Contractor at all times, and not employees of the State. The Contractor shall comply with the Social Security Act, Workman's Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor's business.

N. Warranty

All services supplied under this Contract shall be fully guaranteed by the Contractor for a minimum period of ninety (90) days from the date of acceptance by the State. Any defects of design, workmanship, or delivered materials, that would result in non-compliance shall be fully corrected by the Contractor without cost to the State.

O. Compliance with Applicable Laws

The Materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

Contractor represents and warrants to the State that Contractor has the skill and knowledge possessed by members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contactor and Contractor's employees and any authorized subcontractors shall perform the Services described in this Contract in accordance with the Statement of Work.

Contractor represents and warrants that the Materials provided through this Contract and Statement of Work shall be free of viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the Materials, collect unlawful personally identifiable information on Users or prevent the Materials from performing as required under the terms and conditions of this Contract.

P. Non-Exclusive Contract

Any Contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary, or when determined to be in the best interest of the State.

Q. Administrative Fee/Usage Reports

1. In accordance with ARS § 41-2633 the Department of Administration, State Procurement Office includes an Administrative Fee, in the majority of its Statewide contracts – multiple agency, multiple government, cooperative contracts. The Administrative Fee is used by the State to defray the additional costs associated with soliciting, awarding and administering statewide contracts.

   In addition to the State agencies, boards and commissions, statewide contracts are available to members of the State Purchasing Cooperative including cities, counties, school districts, special districts, other state governments, agencies of the federal government, tribal nations, schools, medical institutions, and nonprofit organizations.

   The Administrative Fee is the responsibility of the contractor. The Administrative Fee is a part of the contractor's unit prices and is not to be charged directly to the customer in the form of a

separate line item. In accordance with Section 26 of the NASPO ValuePoint Master Agreement Terms and Conditions, the 0.25% NASPO ValuePoint Administrative fee shall be incorporated into the Offerors base price. Other states, including the State of Arizona, may negotiate additional Administrative Fees in their Participating Addenda following award of a Master Agreement.

Further, Statewide contracts maintain one set of pricing for all customers and not separate prices for State agency customers and State Purchasing Cooperative customers.

2. **State of Arizona Fee Amount:**
Unless defined differently within the contract, the Statewide Contracts Administrative Fee shall be one percent (1.0%) of quarterly sales receipts under an active Statewide contract, transacted by only the members of the State Purchasing Cooperative, minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unit prices. The Administrative Fee percentage is only applicable to amounts actually received by the contractor during the quarter and is not applicable to amounts ordered by customers but not yet paid for. The administrative fee is not paid on transactions with state agency customers.

3. Method of Assessment
At the completion of each quarter, the contractor reviews all sales under their contract in preparation for submission of their Usage Report. The contractor identifies all sales receipts transacted by members of the State Purchasing Cooperative and assesses one percent (1.0%) of this amount in their Usage Report. An updated list of State Purchasing Cooperative members may be found at: https://spo.az.gov/state-purchasing-cooperative . At its option, the State may expand or narrow the applicability of this fee. The State shall provide thirty (30) written notice prior to exercising or changing this option. The contractor shall summarize all sales, along with all assessed Administrative Fee amounts within their Usage Report, including total amounts for the following:
    - Total sales receipts from State agencies, boards and commissions;
    - Total sales receipts from members of the State Purchasing Cooperative; and
    - Total Administrative Fee amount based on one percent (1.0%) of the sales receipts from members of the State Purchasing Cooperative.

4. Submission of Reports and Fees. Within thirty (30) days following the end of the quarter, the contractor submits their Usage Report and if applicable, a check in the amount of one percent (1%) of their sales receipts from members of the State Purchasing Cooperative, to the Department of Administration, State Procurement Office. Contractors are required to use the State's current report templates unless you have authorization from your contract officer to use a different format. You need to complete Form 799, which is a cover letter that gives the totals of your transactions; and Form 801, which is an Excel spreadsheet that details your transactions. Sales to state agencies and the cooperative members are to be totaled separately. The most current forms can be downloaded at https://spo.az.gov/statewide-contracts-administrative-fee.

    4.1 The submission schedule for Administrative Fees and Usage reports shall be as follows:

FY Q1, July through September	Due October 31
FY Q2, October through December	Due January 31
FY Q3, January through March	Due by April 30
FY Q4, April through June	Due by July 31

4.2 Usage Reports and any questions are to be submitted by email to the state's designated usage report email address: usage@azdoa.gov

4.3 Administrative Fees shall be made out to the "State Procurement Office" and mailed to:

Department of Administration
General Services Division
ATTN: "Statewide Contracts Administrative Fee"
100 N. 15th Avenue, Suite 202
Phoenix, AZ 85007

5. The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.

6. Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.

R. Acceptance

Determination of the acceptability of services shall be made by the sole judgment of the State. Acceptance shall be in writing, verbal acceptance will not be allowed. Services shall be completed in accordance with the Scope of Work, agreed to and accepted schedules, plans, and agreed to performance standards. Acceptance shall be one hundred percent (100%) functionality, which will be determined by the State. Acceptance criteria shall include, but not be limited to conformity to the scope of work, quality of workmanship and successfully performing all required Tasks. Nonconformance to any of the stated acceptance and performance criteria of both services and or products as required shall result in a delay for payment. Payment shall not be made until nonconformance to the criteria is corrected as determined by the State.

T. Performance

Contractor agrees that, from and after the date that the applicable services commence, its performance of the Scope of Services will meet or exceed industry best practices subject to the limitations and in accordance with the provisions set forth in this Contract. If the Services provided pursuant to this Contract are changed, modified or enhanced (whether by Change Order or through the provision of new Services), The State and the Contractor will review the current performance experience and will in good faith determine whether such experience should be adjusted and whether additional services should be implemented or whether services be removed. The following requirements shall also apply:

1. Failure to Perform

If Contractor fails to complete any deliverable, then Contractor shall:

1.1 Promptly perform a root-cause analysis to identify the cause of such failure;

1.2 Use commercially reasonable efforts to correct such failure and to begin meeting the requirements as promptly as practicable;

1.3 Provide the State with a report detailing the cause of, and procedure for correcting, such

failure; and

1.4 If appropriate under the circumstances, take action to avoid such failure in the future.

2. Root-Cause Analysis

In the event of the Contractor's failure to perform required services or meet agreed upon service levels or other Contractor service standards as required by the State under this Contract, the Contractor shall perform an analysis of the cause of the service level problem and implement remediation steps as appropriate. The State shall have the right to review the analysis and approve the remediation steps prior to or subsequent to their implementation, as deemed appropriate by the State, if the remediation steps impact State assets or operational processes.

U. Compensation

Should the Contractor fail to provide all required services or deliver work products, as agreed upon by State and the Contractor, the State shall be entitled to invoke applicable remedies, including but not limited to, withholding payment to the Contractor and declaring the Contractor in material breach of the Contract. If the Contractor is in any manner in default of any obligation or the Contractor's work or performance is determined by the State to be defective, sub-standard, or if audit exceptions are identified, the State may, in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default, defect, exception or sub-standard performance. The Contractor shall reimburse the State on demand, or the State may deduct from future payments, any amounts paid for work products or performance which are determined to be an audit exception, defective or sub-standard performance. The Contractor shall correct its mistakes or errors without additional cost to the State. The State shall be the sole determiner as to defective or sub-standard performance.

The Contractor shall fulfill their contractual requirements including the Deliverables identified in the Statement of Work and fulfill the roles and responsibilities described in the Statement of Work for a firm fixed price, inclusive of travel and travel-related expenses. The fixed amount shall be inclusive of any fees for the use of any third party products or services required for use in the performance of this Contract

V. Contractor Performance Reports

Program management shall document Contractor performance, both exemplary and needing improvements where corrective action is needed or desired. Copies of corrective action reports will be forwarded to the Procurement Office for review and any necessary follow-up. The Procurement Office may contact the Contractor upon receipt of the report and may request corrective action. The Procurement Office shall discuss the Contractor's suggested corrective action plan with the Procurement Specialist for approval of the plan.

W. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up

services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

X. Indemnification and Insurance

1.1 Indemnification Clause

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, and any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

1.2 Insurance Requirements

1.2.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

1.2.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

1.3 Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

1.3.1 Commercial General Liability (CGL) – Occurrence Form
Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Damage to Rented Premises	$50,000
Each Occurrence	$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.3.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) $1,000,000

Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

c. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.3.3 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident $1,000,000
  - Disease – Each Employee $1,000,000
  - Disease – Policy Limit $1,000,000

d. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards,

commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

e. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

1.3.4 Technology Errors & Omissions Insurance

- Each Claim $2,000,000
- Annual Aggregate $2,000,000

f. Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.

g. Coverage shall include or shall not exclude settlement and/or defense of claims involving intellectual property, including but not limited to patent or copyright infringement.

h. In the event that the Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this Contract is completed.

1.3.5 Media Liability Coverage

- Each Claim $2,000,000
- Annual Aggregate $2,000,000

i. Such insurance shall cover any and all errors and omissions or negligent acts in the production of content, including but not limited to plagiarism, defamation, libel, slander, false advertising, invasion of privacy, and infringement of copyright, title, slogan, trademark, service mark and trade dress.

j. In the event that the Media Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

1.4 **Additional Insurance Requirements**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

1.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents,

officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

1.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

1.5 Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

1.6 Acceptability of Insurers

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

1.7 Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

1.7.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

1.7.2 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

1.8 Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance

Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

1.9 Approval and Modifications

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

1.10 Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

Y. Data Privacy and Security

Contractor shall treat all information obtained through performance of the contract, as confidential or sensitive information consistent with State and federal law and State Policy. Contractor or its agents shall not use any data obtained in the performance of the contract in any manner except as necessary for the proper discharge of its obligations and protection of its rights related to this agreement. Contractor shall establish and maintain procedures and controls acceptable to the State for the purpose of assuring that data in its or its agents' possession is not mishandled, misused, released, disclosed, or used in an inappropriate manner in performance of the contract. This includes data contained in Contractor's records obtained from the State or others, necessary for contract performance. Contractor and its agents shall take all reasonable steps and precautions to safeguard this information and data and shall not divulge the information or data to parties other than those needed for the performance of duties under the contract.

Z. Data Privacy/Security Incident Management

Contractor and its agents shall cooperate and collaborate with appropriate State personnel to identify and respond to an information security or data privacy incident, including a security breach.

1. Threat of Security Breach

   Contractor(s) agrees to notify the State Chief Information Officer (CIO), the State Chief Information Security Officer (CISO) and other key personnel as identified by the State of any perceived threats placing the supported infrastructure and/or applications in danger of breach of security. The speed of notice shall be at least commensurate with the level of threat, as perceived by the Contractor(s). The State agrees to provide contact information for the State CIO, CISO and key personnel to the Contractor(s).

2. Discovery of Security Breach

   Contractor agrees to immediately notify the State CIO, the CISO and key personnel as identified by the State of a discovered breach of security. The State agrees to provide contact information

for the State CIO, the CISO and key personnel.

AA. Security Requirements for Contractor Personnel

Each individual proposed to provide services through this contract agrees to security clearance and background check procedures, including fingerprinting, as defined by the Arizona Department of Administration in accordance with Arizona Revised Statutes §41-710. The results of the individual's background check procedures must meet all HIPAA and law enforcement requirements. Contractor is responsible for all costs to obtain security clearance for their consultants providing services through this contract. Contractor personnel, agents or sub-contractors that have administrative access to the State's networks may be subject to any additional security requirements of the State as may be required for the performance of the contract. The Contractor, its agents and sub-contractors shall provide documentation to the State confirming compliance with all such additional security requirements for performance of the contract. Additional security requirements include but are not limited to the following:

1. Identity and Address Verification – that verifies the individual is who he or she claims to be including verification of the candidate's present and previous addresses;
2. UNAX/confidentiality Training;
3. HIPAA Privacy and Security Training; and
4. Information Security Training.

BB. Access Constraints and Requirements

Contractor access to State facilities and resources shall be properly authorized by State personnel, based on business need and will be restricted to least possible privilege. Upon approval of access privileges, the Contractor shall maintain strict adherence to all policies, standards, and procedures. Policies / Standards, ADOA/ASET Policies / Procedures, and Arizona Revised Statues (A.R.S.) §28-447, §28-449, §38-421, §13-2408, §13-2316, §41-770.

Failure of the Contractor, its agents or subcontractors to comply with policies, standards, and procedures including any person who commits an unlawful breach or harmful access (physical or virtual) will be subject to prosecution under all applicable state and / or federal laws.

Any and all recovery or reconstruction costs or other liabilities associated with an unlawful breach or harmful access shall be paid by the Contractor.

CC. Health Insurance Portability and Accountability Act of 1996

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the State in the course of performance of the Contract so that both the State and the Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET) Group, Statewide Information Security and Privacy Office (SISPO), Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the State and Contractor in compliance with

HIPAA, including but not limited to, business associate agreements.

If requested, the Contractor agrees to sign a "Pledge to Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ASET/SISPO Chief Privacy Officer and HIPAA Coordinator.

Suggested References:
https://www.cms.gov/Regulations-and-Guidance/HIPAA-Administrative-Simplification/HIPAAGenInfo/downloads/hipaalaw.pdf

http://www.hhs.gov/ocr/privacy/hipaa/understanding/

DD. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement

1. The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
3. Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
4. The State Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph One (1).

5.2 State of Arizona Uniform Terms and Conditions

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3. "*Contract Amendment*" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4. *"Contractor"* means any person who has a Contract with the State.

1.5. *"Days"* means calendar days unless otherwise specified.

1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8. "*Materials*" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1. Special Terms and Conditions;

2.3.2. Uniform Terms and Conditions;

2.3.3. Statement or Scope of Work;

2.3.4. Specifications;

2.3.5. Attachments;

2.3.6. Exhibits;

2.3.7. Documents referenced or included in the Solicitation.

2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless

otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11 Offshore Performance of Work Prohibited.
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically

stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3. Applicable Taxes.

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is

not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in

default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6. Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and

the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by

the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

ATTACHMENT A - RESPONSE TO SCOPE OF WORK – QUALIFICATIONS

Provide a response to each item below, using attachments where necessary. Each narrative item response should demonstrate ability to satisfy the Scope of Work. Limit response to experience directly relevant to this solicitation. The narrative shall include a response to all elements state or referred to in each item. All information contained in the proposal shall be current and factual. Failure to provide complete and accurate responses to the following items may have a negative impact on the evaluation of the Offer.

Instructions:

a. All materials must be in electronic format that can be received in ProcureAZ ((https://procure.az.gov), the State of Arizona's electronic procurement system.

b. Responses should be comprehensive, but concise, addressing specifics with minimal extraneous information.

c. Response to all questions, even if you answer is "Not Applicable".

d. Label your response "ATTACHMENT A_Qualifications_*companyname*" and state the question number being addressed.

e. Additional attached information shall indicate the item number and heading being referenced as it appears below.

f. The above additional attached information should also include a header labeled, "ATTACHMENT A_Qualifications_*companyname_name of additional information*"

1. Overall Company Information

1.1. Business Operations

1.1.1. Provide a Brief overview of business operations, with an emphasis on the provision of services as a Software Value-Added Reseller.

SHI Response:

SHI International Corp., headquartered in Somerset, New Jersey, has transformed itself from a $1 million "software-only" regional reseller into a $5.8 billion global, full lifecycle provider of technology, services and solutions.

SHI is positioned as the fastest growing VAR in the market globally, boasting a growth rate of 15% in revenue and reaching $5.8 billion in 2014. Providing world class support to more than 14,000 customers, SHI continues to grow our customer base and maintain our customer loyalty with 99% retention, as some of our largest competitors are experiencing no or negative growth. Providing a compelling value to our entire customer base, SHI is able to offer the lowest gross margin of our top 4 competitors, while at the same time maintaining our profitability with the lowest overhead cost structure in the industry.

We strive to help our customers execute their mission by getting the right technology, to the right people, at the right time. We do this by understanding our customers' complete project lifecycle. We address customer business needs, help them acquire the appropriate technology, and follow through to make sure that the technology we provided is adopted or consumed correctly, and is meeting business needs as expected.

SHI's Approach

SHI is proud of the reputation we have established with our customers as an organization uniquely capable of understanding and addressing their software needs. We accomplish this through a single-minded focus on customer satisfaction: every SHI employee understands that we are here because of our clients and will remain here only as long as we continue to provide customer satisfaction. SHI's proposal incorporates our values and mission to deliver a high quality and high value service and support model for both NASPO ValuePoint and the Participating States. To make this contract a success, we have included each of the following elements:

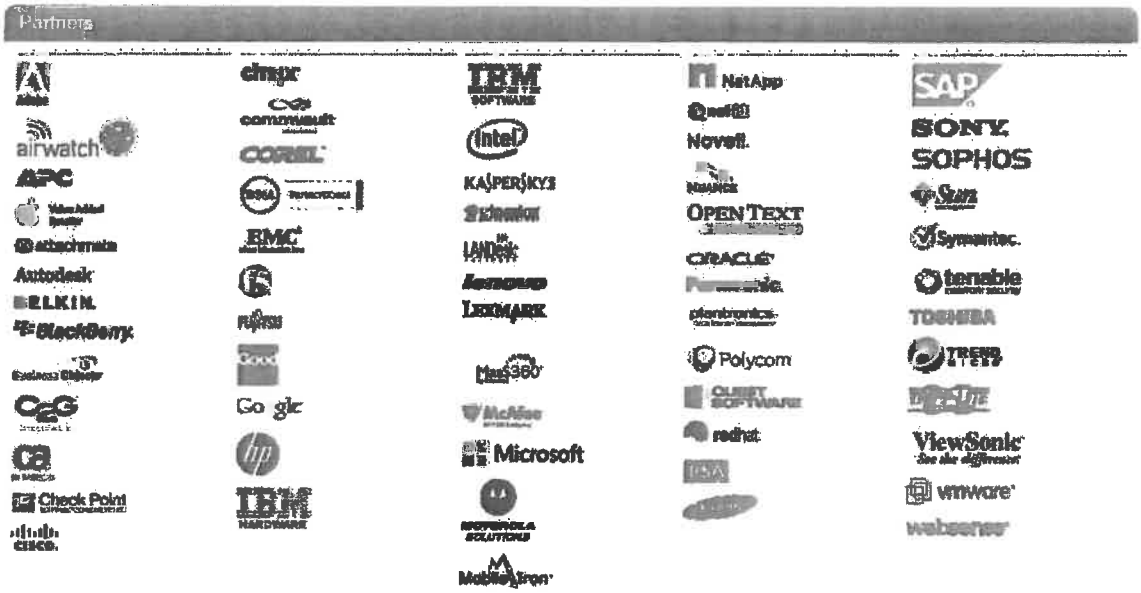
- **A dedicated Public Sector account and service team.** This team is empowered to commit all of SHI's resources to address the needs of our customers.
- **A flexible service approach** that allows SHI to adjust its processes, procedures, and offerings to meet the changing needs of our customers.
- **An innovation strategy** that ensures that NASPO ValuePoint and the Participating States are able to take advantage of additional opportunities to improve service, reduce costs, and improve the satisfaction of our end-user customers.

SHI's "Customer Needs" Process

SHI understands that in order to bring the right solution to the customer, we need to first understand the customer's vision. Once we understand what they are trying to accomplish, our sales team, licensing experts, and internal publisher-specific resources help design a strategy that is suitable to their environment today, and that will scale to meet their future needs. This approach might include conducting assessments of the customer's current environment or proof of concept for a potential solution. When the customer is ready to move forward, SHI will help to ensure that the customer is procuring their software products using the most advantageous licensing programs and at the most aggressive possible cost. We then follow through with our customer to ensure that the software solution the customer procured is working as expected.

SHI's Manufacturer Relationships

SHI has a diversified product line that includes a broad range of IT products and services. All the leading manufacturers have established SHI as an authorized partner. Some of our largest partner relationships include:



Expertise with Software Licensing

When it comes to software in particular, SHI's expertise is second to none. Following are just a few examples of the benefits we bring to our customers for their software needs:

Our Award Winning Licensing Team—With the largest team of Software & Licensing Specialists in the industry, SHI has the expertise in managing the varied features of the Publisher Licensing Programs. Our award winning team of Software & Licensing Specialists is available to assist you with selecting your licensing programs, executing the agreements, and supporting the agreement lifecycle.

Software Asset Management—SHI understands how important it is for our customers to understand and manage their valuable software assets. Our expertise, reporting, and license tracking all work together to provide peace of mind. SHI customers have confidence that they are compliant with each software publisher's unique licensing requirements, without overspending for unnecessary licensing.

Managing your Software Lifecycle—SHI's expertise extends beyond the implementation and management of your license agreements and compliance. We offer comprehensive software lifecycle support, including regular Customer Business Reviews and our Polaris Renewal Organizer for the management and budgeting of your software and maintenance renewals.

What is Unique About SHI's Services as a Software Value Added Reseller?

SHI is a unique company in our industry, and there are many aspects of our business operations which translate into benefits for the customers with whom we partner for their software needs. Following are a few reasons to consider selecting SHI as your SVAR:

1. **Lowest overhead structure**. SHI is financially strong and stable, and we consistently demonstrate year over year growth without mergers or acquisitions. As a result, we offer our customers the most competitive pricing and we are able to sustain that value to our customers over the long term.
2. **Longest average tenure across our sales force**. NASPO ValuePoint can feel confident in SHI's tenured and knowledgeable staff. We experience very little turnover, and Participating States can continue to depend upon our consistency and continuity of service.
3. **Stable management and ownership structure for 26 years**. While other industry organizations have gone through multiple changes in ownership and operational structures, SHI has remained stable. SHI is a private company and certified as women and minority owned.
4. **Comprehensive software lifecycle support**. SHI does so much more than just facilitate a software transaction. We provide our customers with software asset management, software license management, and license renewal services. This minimizes our customers' risk of non-compliance and allows them to realize significant savings and cost avoidance by identifying surplus licenses and re-deploying within the enterprise.
5. **Management tools**. SHI provides the most comprehensive set of customer ready tools for management of spend and business with SHI. Our online reporting capabilities give customers visibility to and control over spend, and our PRO (Polaris Renewal Organizer) tool provides a timeline of the customer's upcoming maintenance and contract renewals.

6. **Our people and our culture.** SHI's employees are empowered to remain flexible to support our customers' individual needs. With an entrepreneurial mindset and spirit, SHI is proud to provide our customers with autonomous account teams with the authority to make all decisions relative to account support.
7. **Licensing expertise.** SHI is ranked within the top 3 resellers for all of the major software publishers. We are consistently recognized by our software publisher partners for our quality, and our licensing team is unsurpassed in the industry.
8. **Procurement.** SHI's procurement options are flexible and customizable. We offer customizable options for catalogs and E-Commerce. We also offer options and tracking for diversity spend.
9. **Proven success as a Software Value Added Reseller.** SHI has had the privilege to administer statewide software contracts for over 20 years, and we now hold IT contracts across all 50 states. The number of government clients is in the thousands, from local government entities, to state government departments and agencies, to educational institutions, to public sector healthcare organizations.
10. **Proven success as a NASPO ValuePoint Software Value Added Reseller.** SHI has had the privilege to work with WSCA/NASPO ValuePoint throughout the term of the current SVAR contract, and our transition to the new contract will be seamless. During the current contract, SHI has partnered closely with WSCA/NASPO ValuePoint and the Participating States. As evidenced by our number of current SVAR Participating Addenda and the total contract spend through SHI, we have helped more customers under the current contract than any other SVAR.

In summary, SHI is the most technologically advanced and flexible software reseller and service provider in the industry today. Our success has been realized as a result of continued customer satisfaction and continuous improvement of our systems infrastructure to accommodate the changes in software acquisition, as well as changes in the procurement and acquisition process for our customers. We've grown and evolved along with the Participating States under the current NASPO ValuePoint SVAR contract, and we look forward to continuing that strong partnership under the new agreement term as well.

1.1.2. Provide the following information using the format below.

SHI Response: SHI is pleased to provide the responses to sections 1.1.2.1 through 1.1.2.8 within the requested format below.

1.1.2.1. Offeror's full legal name

1.1.2.2. Primary business contact information (name, address, phone number, email address, website)

1.1.2.3. Date Company was established;

1.1.2.4. Location where the Offeror is incorporated

1.1.2.5. Ownership structure (public, partnership, subsidiary, etc.)

1.1.2.6. Office location(s) responsible for performance of contract. Include address, contact information.

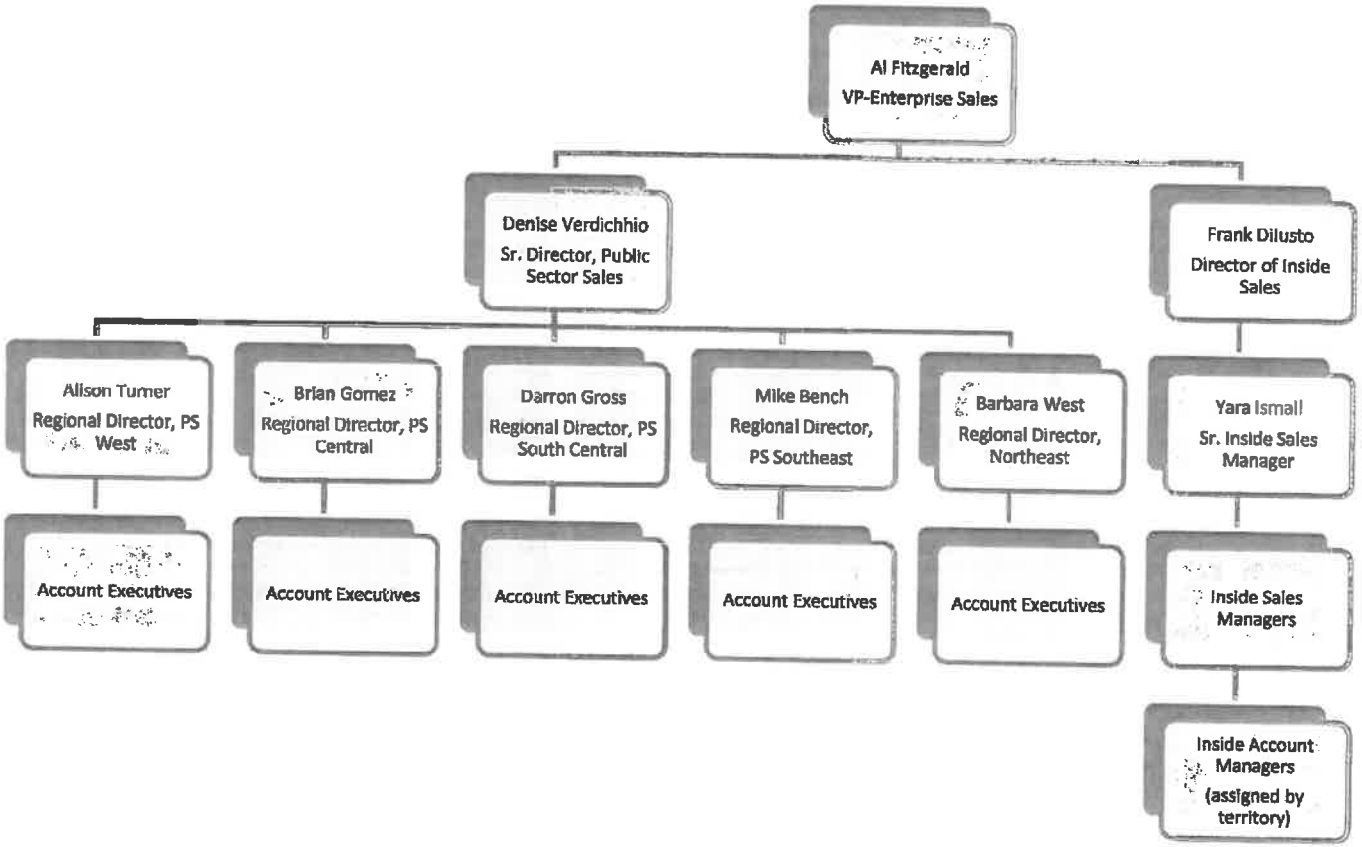
1.1.2.7. Organizational chart relevant to Scope of Work of this solicitation.

1.1.2.8. Contact information for the individual who is responsible for any clarifications or discussions regarding the submitted response.

Format to be used to respond to Item 1.1.2.1 through 1.1.2.8 below

Required Information	Offeror's Response
1.1.2.1. Offeror's full legal name	SHI International Corp.
1.1.2.2. Primary business contact information (name, address, phone number, email address, website)	SHI International Corp. 290 Davidson Ave. Somerset, NJ 08873 **Primary Business Contact for this RFP:** Alison Turner Director, Public Sector West 425-974-5997 Alison_Turner@SHI.com www.shi.com
1.1.2.3. Date Company was established	With more than 3,000 employees globally, SHI has been in business for 26 years (established in 1989).
1.1.2.4. Location where the Offeror is incorporated	290 Davidson Ave. Somerset, NJ 09973
1.1.2.5. Ownership structure (public, partnership, subsidiary, etc.)	SHI International Corp. is a privately owned Corporation, incorporated in New Jersey 52% owned by Thai Lee 40% owned by KoGuan Leo 8% held in trust
1.1.2.6. Office location(s) responsible for performance of contract. Include address, contact information.	SHI has sales offices and sales teams across the country which will actively support this contract. The location responsible for the performance of the contract is our headquarters location in New Jersey: SHI International Corp. 290 Davidson Ave. Somerset, NJ 08873 Following are contacts from our Sales

	Management team and our Public Sector Contracts team who will be responsible for the performance of the contract: Sales Management Contact: Alison Turner Director, Public Sector West 425-974-5997 Alison_Turner@SHI.com Public Sector Contracts Team Contact: Nick Grappone Public Sector Sales Contract Specialist 732-537-7166 Nick_Grappone@SHI.com
1.1.2.7. Organizational chart relevant to Scope of Work of this solicitation.	SHI is pleased to provide an organizational chart; however it would be too small to be legible in this format, so we are including it directly beneath this table. This organizational chart demonstrates the structure for the Field Sales Management and Account Teams that will support each Participating State. There is not sufficient space to include the names of every Account Executive in the organizational chart, but we do provide more details for each region in response to question 1.3.
1.1.2.8. Contact information for the individual who is responsible for any clarifications or discussions regarding the submitted response.	Alison Turner Director, Public Sector West 425-974-5997 Alison_Turner@SHI.com


Al Fitzgerald
VP-Enterprise Sales
Denise Verdichhio
Sr. Director, Public Sector Sales
Frank Dilusto
Director of Inside Sales
Alison Turner
Regional Director, PS West
Brian Gomez
Regional Director, PS Central
Darron Gross
Regional Director, PS South Central
Mike Bench
Regional Director, PS Southeast
Barbara West
Regional Director, Northeast
Yara Ismail
Sr. Inside Sales Manager
Account Executives
Account Executives
Account Executives
Account Executives
Account Executives
Inside Sales Managers
Inside Account Managers (assigned by territory)

1.2 Key Personnel – Provide the information, using the format below, regarding each Key Personnel for a resultant contract for items 1.2.1 through 1.2.5:

1.2.1 Name;

1.2.2 Position/Title and reporting responsibilities;

1.2.3 Years of industry experience

1.2.4 Years in current position

1.2.5 Proposed role relative to Offered services. Include the functions and tasks for which they will have prime responsibilities.

SHI Response:

SHI has Key Personnel across the country who have had the privilege of working with Participating States under the current NASPO ValuePoint SVAR contract, and who look forward to supporting the resultant contract. Since we do have many representatives who will play a key role in performance of this contract, we are providing a brief overview of our Public Sector coverage model. Immediately following, SHI is pleased to provide the responses to sections 1.1.2.1 through 1.1.2.8 within the requested format below.

To give you an idea of our scope of coverage, SHI is proud to support our Public Sector customers with the following team members who work *exclusively with Public Sector*:

- 88 Field Account Executives supporting State & Local Government and Education
- 132 Inside Account Executives supporting Small/Medium Local Government and Education customers
- 94 Inside Account Managers who partner with our Field Account Executives and assist customers with their day to day quoting and ordering needs

As you can see, SHI has many representatives who will support the NASPO ValuePoint SVAR contract across the country. Using the requested format, we are supplying information for those Key Personnel who we believe will be most heavily involved in the resultant contract, based upon SHI's past experience with the States that have participated under the SVAR contract and/or have indicated their intent to participate in the next SVAR contract. Again, this is just a representative sample of the SHI team who will be supporting this agreement.

Required Information	Offeror's Response
1.2.1. Name	Denise Verdicchio
1.2.2. Position/Title	Senior Director, Public Sector
1.2.3. Years of industry experience	20 years in industry, 20 years with SHI
1.2.4. Years in current position	1
1.2.5. Proposed role relative to Offered services	• Senior Director for SHI's Public Sector field sales team across the country • Responsible for all SHI Public Sector contracts • Dedicated to excellence and continuous improvement in offerings and customer service

Required Information	Offeror's Response
1.2.1. Name	Alison Turner
1.2.2. Position/Title	Director, Public Sector West
1.2.3. Years of industry experience	21 years in industry, 2 years with SHI
1.2.4. Years in current position	2
1.2.5. Proposed role relative to Offered services	• Coordinates SHI efforts in support of the NASPO ValuePoint SVAR contract across the country • Manages the SHI SLED field sales team in the Western US • Maintains strong relationships with NASPO ValuePoint and each Participating State in the West • Attends annual NASPO ValuePoint meetings, conducts regular status checks with Participating States, guarantees service under the contract, point of contact for contract questions, etc.

Required Information	Offeror's Response
1.2.1. Name	Amelia Jakubczyk
1.2.2. Position/Title	Account Executive, State and Local Government in Arizona and Nevada
1.2.3. Years of industry experience	16 years in industry, 5 years with SHI
1.2.4. Years in current position	5
1.2.5. Proposed role relative to Offered services	• Amelia has been a Field Account Executive working with the State of Arizona (NASPO ValuePoint SVAR Lead State) and the State of Nevada throughout the current contract term • Amelia has been instrumental in executing under the current agreement, and she has the knowledge, customer and publisher relationships, and desire to make the new contract a success as well

Required Information	Offeror's Response
1.2.1. Name	Lynn Farmer
1.2.2. Position/Title	Account Executive, Education in Arizona and State, Local & Education in New Mexico and Wyoming
1.2.3. Years of industry experience	20 years in industry, 4 years with SHI
1.2.4. Years in current position	4
1.2.5. Proposed role relative to Offered services	• Lynn has been a Field Account Executive working with the State of Arizona (NASPO ValuePoint SVAR Lead State) Education customers, as well as the States of New Mexico and Wyoming, throughout the current SVAR contract term • Lynn's high energy, positive attitude, and customer-focused approach have helped her build long-term customer relationships

Required Information	Offeror's Response
1.2.1. Name	Andrea Keno
1.2.2. Position/Title	Account Executive, State and Local Government in Alaska, Hawaii, Montana, Idaho and Washington
1.2.3. Years of industry experience	8 years in industry, 2 years with SHI
1.2.4. Years in current position	2
1.2.5. Proposed role relative to Offered services	• Andrea is a Field Account Executive who works closely with the States of Alaska, Hawaii, Montana, and Idaho under each State's SVAR Participating Addendum • Andrea is committed to showing up for her customers, both literally and figuratively. Her customers appreciate her dedication and positive attitude

Required Information	Offeror's Response
1.2.1. Name	Brandon Barkley
1.2.2. Position/Title	Account Executive, State and Local Government & Education in Oregon
1.2.3. Years of industry experience	9 years in industry, 2 years with SHI
1.2.4. Years in current position	2
1.2.5. Proposed role relative to Offered services	• Brandon is a Field Account Executive who works closely with the State of Oregon under the State's SVAR Participating Addendum • Brandon regularly receives compliments from his customers on his detailed knowledge of software licensing and his excellent customer service

Required Information	Offeror's Response
1.2.1. Name	Heather Fritsche
1.2.2. Position/Title	Account Executive, State and Local Government & Education in Colorado
1.2.3. Years of industry experience	13 years in industry, 1 year with SHI
1.2.4. Years in current position	1
1.2.5. Proposed role relative to Offered services	• Heather is a Field Account Executive who works with State of Colorado entities under the State's current SVAR Participating Addendum • While newer to SHI, Heather brings a great deal of industry experience and has quickly made a strong impact for her customers • Heather's past experience includes managing a software licensing team, and her knowledge of licensing programs and attention to detail are second to none

Required Information	Offeror's Response
1.2.1. Name	Dan Pressley
1.2.2. Position/Title	Account Executive, State and Local Government & Education in Utah and Education in Nevada, Montana and Idaho
1.2.3. Years of industry experience	11 years in industry, 4 years with SHI
1.2.4. Years in current position	4
1.2.5. Proposed role relative to Offered services	• Dan is a Field Account Executive who works closely with the State of Utah, as well as Education accounts in Nevada, Montana and Idaho, under these States' SVAR Participating Addenda • Dan is known for his integrity, his hard work, and his desire to understand his customers' missions as thoroughly as possible

Required Information	Offeror's Response
1.2.1. Name	Debbie Bieber
1.2.2. Position/Title	Account Executive, Local Government in Northern California
1.2.3. Years of industry experience	29 years in industry, 23 years with SHI
1.2.4. Years in current position	20
1.2.5. Proposed role relative to Offered services	• Debbie is a Field Account Executive who supports local government accounts in Northern California under the State's SVAR Participating Addendum • Debbie's long tenure in the industry and with SHI make her a wealth of knowledge for her customers

Required Information	Offeror's Response
1.2.1. Name	Guillermo Ortiz
1.2.2. Position/Title	Account Executive, Local Government in Southern California
1.2.3. Years of industry experience	10 years in industry, 6 years with SHI
1.2.4. Years in current position	6
1.2.5. Proposed role relative to Offered services	• Guillermo is a Field Account Executive who supports local government accounts in Southern California under the State's SVAR Participating Addendum • Guillermo approaches his role with enthusiasm and enjoys helping his customers to craft IT solutions in new and more efficient ways

Required Information	Offeror's Response
1.2.1. Name	Martin Barrett
1.2.2. Position/Title	Account Executive, State and Local Government in Connecticut
1.2.3. Years of industry experience	17 years in industry, 1 year with SHI
1.2.4. Years in current position	1
1.2.5. Proposed role relative to Offered services	• Martin is a Field Account Executive who works closely with the State of Connecticut under the State's SVAR Participating Addendum • Martin combines his knowledge of products and programs with his passion for making his customers' lives easier

Required Information	Offeror's Response
1.2.1. Name	Kevin Farrell
1.2.2. Position/Title	Account Executive, State and Local Government & Education in North Dakota and South Dakota
1.2.3. Years of industry experience	20 years of industry experience, 16 years with SHI
1.2.4. Years in current position	16
1.2.5. Proposed role relative to Offered services	• Kevin is a Field Account Executive who supports the states of North Dakota and South Dakota under their SVAR Participating Addenda • Kevin has a great deal of tenure in the industry and in working with public sector customers

Required Information	Offeror's Response
1.2.1. Name	David Rounds
1.2.2. Position/Title	Account Executive / Regional Manager for MOKA – Missouri, Oklahoma, Kansas & Arkansas
1.2.3. Years of industry experience	17 years in industry, all with SHI
1.2.4. Years in current position	3+
1.2.5. Proposed role relative to Offered services	• David personally supports, and manages a team who help support, the MOKA states under their current SVAR Participating Addenda • David's 17+ years in various roles for SHI provide him with the background and knowledge to get things done right for his customers • David is known for his responsiveness and positive attitude

Required Information	Offeror's Response
1.2.1. Name	Yara Ismail
1.2.2. Position/Title	Senior Inside Sales Manager, Public Sector
1.2.3. Years of industry experience	11 years in industry, with SHI this entire time
1.2.4. Years in current position	6
1.2.5. Proposed role relative to Offered services	• Senior Inside Sales Manager for SHI's Public Sector inside sales team across the country • All regional Public Sector Inside Sales Managers and their teams report up to Yara • Point of escalation for customers and Public Sector Directors to address urgent matters • Sets new initiatives for Inside Sales while maintaining World Class Support for Public Sector customers

1.2.6 **In addition, provide a brief resume which contains education / credentials / certifications / employment.**

SHI Response:

SHI is pleased to provide resumes for each of the Key Personnel referenced above.

As mentioned previously, SHI has Key Personnel across the country, and in many types of roles, who look forward to supporting the resultant contract. The resumes which follow represent just a sample of these Key Personnel, based upon SHI's past experience with the States that have participated actively under the current SVAR contract and/or have indicated their intent to participate in the next SVAR contract.

Denise Verdicchio

908.884.1389
denise_verdicchio@SHI.com

[redacted]

Senior Sales Professional / Account Manager

Offering 20 years of experience and achievement in the sale of IT software, hardware, and professional services to diverse business, healthcare, and government entities.

- Top sales performer with remarkable talent for connecting with customers, influencing key decision makers, and matching buyer needs with the right products to ensure ongoing satisfaction and repeat business.
- Assertive and resolute in pursuing opportunities, closing deals, resolving issues, and collaborating with vendors and other partners on seamless, timely implementation of world-class solutions.
- Knowledgeable and articulate in interfacing with clients and in delivering high-impact presentations that drive audiences to desired action. Accustomed to communicating with CEOs, CIOs, CTOs and other senior staff.
- Inspirational, empowering leader able to guide sales teams to unprecedented results; exceptionally organized in multitasking, keeping accounts up to date, and giving proper attention to multiple, concurrent deals.
- Passionate, enthusiastic, and hardworking. Driven each day to advance company goals, grow market share, surpass revenue targets, and boost bottom line profits while consistently exceeding client expectations.
- 7-time President's Club recipient, 3-time Chairwoman's Club designation, and Bali Award winner.

Career History

SHI International, Somerset, NJ, 1995 to Present

In a series of increasingly responsible roles, develop new business, exceed sales targets, and provide outstanding service to customers of this $6B global provider of innovative IT products and services.

Senior Director Public Sector, 7/1/2015-Present

Senior sales executive with 20 year accomplished career known for delivering and sustaining Revenue and profit gains within highly competitive market. Lead $1.3B business unit including team of 6 regional directors and 100 Account Executives in all aspects of sales, service, business development, account management, solutions implementation, and issue resolution across North America. Collaborative leadership style including ongoing personalized coaching to other team members, open information sharing, and nurturing culture resulting in creative and innovative environment. Exceptional communicator with consultative sales style, strong negotiation skills, exceptional, exceptional problem solving abilities, and a keen client needs assessment aptitude.

- Skilled in senior-level presentations, negotiations, and relationship building
- Maintain knowledge and expertise of technologies including end user computing, datacenter, and security
- Develop and implement short and long term sales and business plans
- Provide leadership and innovation in key account development and management
- Acknowledged for exceptional staff development, motivation, and team building

Director – East Region SLED, 8/2013 to 6/30/2015

Lead team of 17 Account Executives in all aspects of sales, service, business development, account management, solutions implementation, and issue resolution for 8-state territory, SHI's largest region representing over $200M in annual revenue. Oversee daily operations in assisting customers with software and hardware procurement and implementation, system configuration, data center optimization, cloud computing, IT asset management, and various other computing solutions—ultimately helping clients maximize their IT investments and run successful businesses. Aggressively pursue new business through cold calling and other strategies. Travel extensively to client sites to provide in-person client support or drive new business opportunities. Partner with IT vendors and strategic partners on solutions implementation and in planning strategies to increase business.

- Excel in delivery of informative, insightful sales presentations to CEOs, CIOs, CTOs, CFOs, and other IT and procurement staff to update on current business and / or explain what SHI can do for them.
- Consistently demonstrate tremendous organization in keeping accounts current, overseeing all deals from 12 Account Executives, and responding to up to 400 customer emails daily.
- Motivate teams each day to work to their full potential. Provide ongoing coaching and support.
- Promoted to Director after highly successful tenure as Account Executive.

SHI INTERNATIONAL, Somerset, NJ

Account Executive – NJ State and Local Government, 2010 to Present

Develop new business, service customer needs, and oversee daily account management for public sector clients in NJ State and Local Government. Interface daily with customers in providing information, resolving issues, communicating SHI offerings, and enabling them to secure quotes through their own procurement systems. Negotiate deals, support customer contracts, and deliver sales presentations. Onboard new vendors, enabling them to procure software on the NJ state contract. Collaborate with vendors on delivery of comprehensive IT solutions.

- Grew this new line of business from $0 to $40M in three years, establishing all new clients--including 19 NJ counties, more than 100 individual townships, and all state agencies.
- Delivered more than $2M in cost savings to clients through successful price negotiations with vendors.
- Regularly exceed quarterly / annual sales targets.

SHI INTERNATIONAL, Somerset, NJ

Account Executive – North Carolina Commercial Accounts, 1998 to 2010

Orchestrated customized, total IT solutions for Duke Energy (30K employees), SAS Institute, Wake Forest University, and other commercial accounts throughout North Carolina. Aggressively pursued and developed new business through cold calling, networking, and other forms of outreach.

- Fostered and fortified strong, mutually beneficial relationships with Microsoft, Adobe, Symantec, McAfee, HP, VMware, Amazon Web Service, EMC, Lenovo, and other strategic partners.
- Demonstrated tremendous energy and unyielding commitment to being in front of customers as often as possible to create and expand relationships.

~ Earlier SHI experience as **Human Resources Assistant** (1997 to 1998), hiring employees to all SHI divisions; and as **Inside Account Manager** (1995 to 1997), answering customer calls, quoting product, placing orders, and providing support to North Carolina accounts. ~

Education

Bachelor of Arts Degree in Psychology and Sociology

RUTGERS COLLEGE, New Brunswick, NJ

Double Major; Honor's Graduate

Professional Development:

Microsoft Sales Professional Certification • VMWare Sales Specialist • McAFee Certified Sales Professional

Alison Turner

[redacted]

425-974-5997
alison_turner@shi.com

Sales Leadership • Collaboration • Customer Focus

Technology sales leader with 20+ years of experience with Public Sector customers. Enjoy leading a team to establish long-term customer relationships and exceed customer expectations.

EMPLOYMENT OVERVIEW

Director West Region, State & Local Government and Education **September 2013-Present**
SHI, Seattle WA
Manage a team of field-based Account Executives working with Public Sector accounts in SHI's West Region. Work closely with team, customers, and partners to craft and deliver custom IT solutions for all aspects of customers' environments, from software and hardware procurement to IT asset management and cloud computing. Coordinate resources within SHI and key partners to grow and maintain mutually beneficial customer relationships.

Senior Licensing Sales Specialist **October 2011 – September 2013**
Microsoft, Seattle WA
Entrusted to drive complex software licensing solutions for key Academic customers in the Western U.S. to increase account penetration and exceed sales commitments in excess of $90 million annually. Engaged with senior management, business unit management, product groups, finance and operations to design strategic approaches to accounts, and followed through with partners and customers to ensure successful implementation. Led special project on behalf of all Public Sector to close critical deals on time at end of each Half.

Senior Regional Sales Manager, Software, Major Public Accounts
Dell, Seattle WA **November 2007 – October 2011**
Managed team of sales professionals responsible for software and related solution sales into Major Public Accounts (state, local and education customers) across the country, representing over $600 million annual revenue. Recruited, coached, evaluated, rewarded, and managed staff of up to 15 field Account Executives. Coordinated software proposals, including writing proposal content, which resulted in Dell statewide software contracts in 36 states and numerous additional purchasing agreements. Proactively aligned efforts with other departments within Dell, including core (hardware) sales teams, software inside sales teams, contracts, proposals, legal, finance, and marketing, as well as with external partners. Trusted advisor for state government and education IT and procurement initiatives. Exceeded revenue goals each year in the position.

Director, State & Local Government and Education
ASAP Software, Seattle WA **May 2007 – November 2007**
And formerly
National Manager, State & Local Government and Education
ASAP Software, Seattle WA **April 2001 – May 2007**
Responsible for segment of the company's business generating over $100 million annual revenue. Developed and maintained strong key customer relationships, helped state and local government and education customers develop RFPs to determine suppliers, and acted as Project Manager for major software proposals, including writing the proposal content. Managed a team of up to 15 field sales professionals, successfully led this team through organizational change following the acquisition of ASAP Software by Dell, and maintained strong team loyalty and retention during this time. Also led efforts to acclimate customers to the changes following the acquisition and maintained strong customer loyalty and retention throughout changes in internal processes.

Senior Account Executive, State & Local Government and Education
ASAP Software, Seattle WA **September 1999 – March 2001**
Field sales representative responsible for all state and local government and academic software sales in a 23-state region. Surpassed revenue goals in excess of $25 million per year. Regularly met with key customers and prospects and developed long-standing relationships with lasting impact.

Inside Sales Manager, State & Local Government and Education
ASAP Software, Buffalo Grove IL **November 1997 – August 1999**
Managed a team of 13 Inside Account Managers. Instrumental in identifying, winning, implementing and supporting long-term statewide software contracts and other purchasing agreements. Developed and implemented operational processes to support customers' needs, and trained sales representatives and managers on these operations.

Senior Inside Sales Representative
ASAP Software, Buffalo Grove IL **August 1996 – October 1997**
And formerly
Inside Sales Representative
ASAP Software, Buffalo Grove IL **July 1994 – July 1996**
Responsible for all government sales (federal, state, local and academic) in a 4-state territory. Won, implemented and personally managed new software Volume Licensing Agreements for major customers including State of Illinois, State of Indiana, and Wright-Patterson Air Force Base.

EDUCATION AND CERTIFICATIONS

Masters of Business Administration
Marketing Concentration, Washington University, St. Louis MO
Ranked in top 10% of class May 1993

Bachelor of Arts
Marketing Major, Kansas State University, Manhattan KS
Graduated Summa Cum Laude, GPA 3.98/4.0 May 1991

Microsoft Certified Professional June 2011
Microsoft CERTIFIED Technology Specialist | Volume Licensing Specialist, Large Organizations

RECOGNITION AND AWARDS

SHI Chairman Club
Achieved Chairman Club Award, 2015.

Microsoft Circle of Excellence
Recognized for pursuit of excellence with Microsoft's Gold Club Award 2013.

Dell Rewards & Recognition Program
Q2 FY11 Silver Award recipient, for outstanding achievement which positively affects the Business Unit's Fiscal Year Initiatives.

ASAP Software President's Club
Achieved President's Club Award, ASAP Software's highest sales recognition, in: 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2004, 2005, 2006 and 2007.

AMELIA G. JAKUBCZYK

PROFESSIONAL EXPERIENCE

SHI International, Corp. — **Denver, CO** — **2009 to Present**

Public Sector Account Executive — 2010 - Present

- Responsible for maintaining the WSCA SVAR Contract in Arizona and Nevada for State Local Government.
- Work with internal team to create proposals and quotes.
- Build and maintain customer relationships at all levels within the organization.
- Act as an advisor for customers to determine the best value for their needs.

Services Executive, West Region — 2009 - 2010

SHI is a privately held reseller providing Software, Hardware and Integration to customers across the U.S., Asia-Pac, Western Europe, UK and Canada.

- Conducted road shows and service presentations to all levels of management.
- Participated in a multitude of Vendor Webinars and Seminars.
- Acted as liaison between technical resources and business users.
- Responsible for supporting Small Medium Businesses as well as Enterprise Sales Account teams by creating and substantially increasing IT services business for existing and new accounts.
- Developed and managed many successful vendor and distributor channel relationships.
- Managed multiple projects from start to finish, including weekly status calls with partners and customers.

TEKsystems, Inc. — **Westminster, CO** — **2004 to 2009**

Senior Technical Recruiter

TEKsystems is the largest staffing and services provider in the nation with over 90 offices across the U.S. and several offices in Canada and United Kingdom.

- Managed contract employees while on assignment. Assessed and investigated contractor related problems, and administer performance counseling, coaching, and disciplinary measures when necessary.
- Built and maintained long-term relationships with consultants in order to place in future engagements.
- Sponsored and attended Denver/Boulder Java User Groups to network and learn about new industry trends.
- Coordinated consultant events ranging in size of 5-250. Primary contact for summer event, holiday party and consultant appreciation events throughout the year.

Corporate Trainer

- Facilitated week long course to train and teach newly hired recruiters how to do their jobs more effectively. Courses include: Company History, Process, Tools and Day to Day operating rhythm.

Natural Data — **Denver, CO** — **2003 to 2004**

Account Manager/Recruiter

Natural Data, Inc. is a staffing firm specializing in meeting the needs of small, medium and Fortune 1000 companies.

ConsultNet — **Denver, CO** — **1999 to 2003**

Technical Recruiter Account Manager

ConsultNet is an IT staffing company in the Denver area. The company has 5 locations in various states.

EDUCATION & ACTIVITIES

Community College of Denver — **Denver, CO** — **1998**

Affiliations - Sponsor and member of Denver Java User Group, Boulder Java User Group

Professional Development - Shapiro Negotiations Institute - *The Power of Nice*, Train the Trainer, Emily Griffith Real Estate Broker Program (Associate Broker, inactive), Barry Rhein & Associates - *Selling through Curiosity*

VMware VSP (VMware Sales Professional) Certified — **2009/2014**
McAfee Sales Professional Certified — **2010**

Professional references provided upon request.

LYNN FARMER

[redacted]

Account Executive

➢ Skilled at all levels of the Consultative/Solution Selling process; **strong** in building rapport and long-term relationships with customers.

➢ Experienced hunter with the **proven** ability to build/grow a territory, penetrate new customers and build market share. Track record of creating award-winning territories.

➢ Proven ability **cultivating** and maintaining long-term client relationships to grow revenue.

➢ Highly effective time manager with excellent organizational and **follow-through** abilities.

➢ Well-developed persuasive and communication skills; able to interact with individuals at all levels.

Qualification Highlights

- Territory Management
- Consultative Solution Selling
- Account Management
- Experienced with Channel Partner
- Business Development
- Time & Resource Management

PROFESSIONAL EXPERIENCE

Account Executive **10/2011 – Present**
SHI International ✧ Phoenix, AZ
State, Local, and Education

- Responsible for developing relationships with new and existing customers in State, Local, and Educational markets in Arizona, New Mexico and Wyoming. Primary responsibilities are selling Software and Hardware solutions. Working with C Level Management and Technology Directors.

Senior Account Executive **11/2007 – 10/2011**
Dell Inc. ✧ Phoenix, AZ
State, Local and Education

- Responsible for developing and maintaining relationships with new and existing customers in State, Local, and Educational markets across Arizona, New Mexico, Nevada, and Colorado.

Account Executive **8/2001 – 11/2007**
ASAP Software ✧ Phoenix, AZ
State, Local, Education and Healthcare

- Responsible for developing and maintaining relationships with new and existing customers in State, Local, Educational and Healthcare markets across Arizona, New Mexico, Nevada, Colorado and Utah.

Account Executive **11/1999 – 7/2001**
WareForce Inc. ✧ Phoenix, AZ
State, Local, Education and Healthcare

- **Recruited by customer.** Employer hired me to build and expand the Arizona market selling a broad portfolio of hardware and software products. Called on senior-level decision makers including CIO's, IT Directors, and IT Managers.

Account Executive **1/1995 – 11/1999**
MicroAge ✧ Phoenix, AZ
State, Local, and Education

- Cultivated and established long-term relationships with CIO's, IT Managers, and purchasing agents throughout the State of Arizona.
- Marketed and sold hardware and software products to government and education accounts.

Account Executive **5/1988 – 1/1995**
Franklin Covey (formerly Time Systems, Inc.) ✧ Phoenix, AZ

- Sold a wide variety of time management solutions to business accounts located in Arizona and California.

EDUCATION / TRAINING / CERTIFICATIONS

Glendale Community College, Glendale, AZ
~ AA Degree in Applied Science, Banking, and Finance ~
Dale Carnegie Sales Training * Certified Software Manager * Microsoft Solution Selling * SalesForce.com

Andrea K. Keno

[redacted]

Solution Sales Specialist ▪ Account Executive ▪ Contract Manager ▪ Customer Relations Manager

Qualifications Profile

Goal-driven, well-disciplined, and self-motivated professional with proven ability to effectively handle various tasks and responsibilities. Expert at managing and maintaining sales accounts, and multimillion-dollar contracts as well as providing exceptional customer service and public relations. Known for exceptional work ethic and great multitasking aptitudes; highly adept at working independently or as part of a team. Equipped with well-honed communication and interpersonal skills, with the ability to work with all levels of individuals.

Professional Experience

Government Solution Sales Account Executive- *(Washington, Idaho, Montana, Alaska, and Hawaii)*

SHI International Corp. ▪ Spokane, WA — *Nov 2013- Current*

- Representing one of the leading International Large Account Technology Resellers as the Regional Government Solution Sales Account Executive and Business Development Manager for over 250 customers across 5 states.
- Assist customers to meet their business strategies and government initiatives by assessing and adopting comprehensive technology solutions compiled from a variety of manufacturer partnerships and a managed portfolio of 200,000 vendors and integrators.
- Facilitate, negotiate, and manage multi-segmented statewide reseller contracts encompassing of hundreds of smaller underlying contracts for state and local entities, resulting in multimillion dollar business opportunities.

Key Highlight:

Prospecting to build new territories as well as expand opportunities within existing client database resulting in unprecedented growth numbers for the region.

Microsoft Licensing Specialist *(West Region)*

Sogeti (Working as a Microsoft Contractor) ▪ Spokane, WA — *Nov 2012- June 2013*

- Drove new Microsoft business by negotiating and developing customized annuity plans and pricing proposals, as well as drafted and executed deal specific contract documents.
- Managed and grew existing Microsoft contracts within a client base consisting of cities, counties, municipalities, and public hospitals by collaborating with territory account managers, strategic engagement managers, and industry partners.

Key Highlight:

Microsoft Licensing Sales Specialist and primary contact responsible for providing subject matter expertise relative to program specific contract guidance, product education, and licensing consultation to clients, resellers, and sales teams.

Software Sales Account Executive *(Washington, Idaho, Montana, North Dakota, South Dakota, Wyoming, and Nevada)*

Dell Inc. ▪ Spokane, WA — *2007–2012*

- Rendered consultative assistance to new and existing public clients comprised of state departments, large counties, and higher education institutions as a computer software consultant and large account reseller (LAR) across 7 states and 350 to 400 customer accounts.
- Gained sales and marketing skills by actively engaging in promotional activities such as tradeshows and industry conventions; organizing and facilitating consumer seminars and presentations.

- Developed a wide-ranging cost analysis and sales proposals to share knowledge and provide recommendations to customers on software products and licensing programs appropriate to their specific needs and assist them with adoption, deployment, and application of software solutions.
- Established a reputation of integrity, knowledge, and accountability to attract and preserve loyal clients while acting as their software solutions provider with a portfolio of over 2000 software publishers
- Generated accurate sales forecasts on weekly, monthly, and quarterly basis, while also consistently finishing within the top percentile of quota achievement.

Key Highlight:

Received *Dell Bronze Award* for exceeding job requirements in 2011.

EDUCATION

BACHELOR OF ARTS IN PSYCHOLOGY, MINOR IN BUSINESS ADMINISTRATION: 2005
Western Washington University (WWU) • *Bellingham, WA*

Brandon Barkley
[redacted]
brandon_barkley@shi.com

Experienced technology sales professional with a long history of building relationships with and exceeding the expectations of both customers and partners alike.

PROFESSIONAL PROFILE:

- Self-motivated, results-oriented professional with strong problem solving skills
- Proven record of consistent success in exceeding sales targets
- Experienced in cultivating strong relationships with clients, business partners, and team members
- Strong interpersonal, leadership, and organizational skills
- Excellent verbal and written communication skills

PROFESSIONAL EXPERIENCE:

Jan 2014 to Current — **SHI International Corp – Salem, OR**
Account Executive, Public Sector

Responsibilities Include:

- Engaging with both existing and prospective customers to create and maintain a position as a trusted advisor and partner
- Providing consultation and guidance to customers regarding their IT needs and helping to design and procure solutions to fulfill them
- Developing valued relationships with publishers to become their trusted channel partners while also ensuring best value, pricing, and support for customers
- Building up SHI market share by championing the expertise, knowledge, and value-add that the company and account team provide over the competition
- Navigate internal departments and processes to ensure that customers receive best in class service
- Visiting with customers both over the phone and in the field to advocate SHI's commitment to their success and our partnership
- Continuously refreshing product and industry knowledge in order to best serve the customers' needs
- Understanding and managing volume licensing and accompanying agreements, particularly in relation to Microsoft, and being able to make the information more digestible for customers
- Working with partners and internal resources on the development of solutions to propose in response to client RFI, RFP, RFQ, and project bids
- Working with inside sales teams to develop leads into viable customer solutions

Feb 2013 to Dec 2013 — **Dell - Buffalo Grove, IL**
Microsoft Licensing Specialist

Responsibilities Include:

- Engaging closely with customers and Microsoft representatives to effectively and efficiently manage all aspects of 230+ Enterprise Agreements held with State and Local government customers within a geographic territory
- Managing all licensing and agreements in Microsoft Volume Licensing for several Federal government agencies
- Thorough understanding of Microsoft licensing and agreements in the public space with an ability to effectively relate the information to clients
- Develop and deliver training on Microsoft volume licensing to sales teams both on the floor and in scheduled presentations
- Working with the development and delivery of written proposals in response to client RFI, RFP, RFQ, and project bids
- Working with inside sales teams to develop leads into a new and actionable EA opportunities
- Retaining existing customers and capturing new ones by building relationships and reputation within a geographic territory

- Received the highest possible performance review rating for a fifth straight year

Apr 2006 to Feb 2013 **Dell - Buffalo Grove, IL**
Inside Product Specialist

Responsibilities Include:

- Attaining 125% of a $37M sales goal through the business-to-Government and channel sales of software applications and services while increasing territory sales by 5.5% year over year
- Managing and maintaining over 300 Government Agencies within a geographic territory
- Thorough understanding of various publishers' products, licensing, and agreements in the public space with an ability to effectively relate the information to clients
- Working closely with customers and publisher representatives to effectively and efficiently manage all aspects of the customer's software environment
- Managing Client-Vendor relationships to increase client productivity and improve ROI
- Working with the development and delivery of written proposals in response to client RFI, RFP, RFQ, and project bids
- Driving sales through the development of strong relationships with IT Staff and purchasers
- Managing the requirements to deliver overall solutions based on client specifications and software upgrade plans
- Expanding current business through relationship building and competitive positioning within the industry
- Received MPA Rep of the Year, West Coast, for FY11 and MPA Rep of the Half, West Coast, for H1FY12

PROFESSIONAL EXPERIENCE:

Responsibilities from jobs held between 1999 and 2006 provided for a solid foundation on which my career could be built by providing continued experience and development in leadership, customer relations, sales, time management, and organizational skills.

Sep 2004 to Apr 2006 **Fifth Third Bank - Barrington, IL**
Lead Teller

Mar 2001 to Oct 2004 **Blockbuster Video - Barrington, IL**
Shift Leader

Feb 1999 to Feb 2002 **Kerasotes Theatres – Lake in the Hills, IL**
Shift Leader

EDUCATION:

Dec 2005 **McHenry County College – Crystal Lake, IL**
A.A. in Arts, English

HEATHER FRITSCHE

[redacted]

ACCOUNT EXECUTIVE

Software Licensing Expert | Public Contracts Specialist | Certified Solution Sales Professional

Seasoned account executive with proven track record for success in the public sector. Extensive expertise in client needs analysis with consultative approach to software, IT hardware and services sales. Confident presenter, negotiator, and educator able to establish strong relationships with customer and strategic partners as a trusted advisor. Microsoft Certified Professional. Available for travel. Core Competencies include:

- Business Development & Expansion
- Multi-contract management
- Sales Team Building & Leadership
- Key Account Relationship Management
- New Product Technology Launches
- Executive Negotiations & Presentations
- Develop Professional Alliances & Partnerships
- Positive Attitude & Personally motivated

PROFESSIONAL EXPERIENCE

SOLUTIONS ACCOUNT EXECUTIVE for PUBLIC SECTOR COLORADO | FEB 2015 – PRESENT | SHI INTL, DENVER, CO

Trusted advisor to SHI Public Sector customers in Colorado on software products and volume licensing programs as well as hardware solutions and state contracts. Actively partner with manufacturers to support client needs and maintain product knowledge; focus on educating clients on the latest technologies to help them achieve project goals.

INSIDE SALES MANAGER for SOFTWARE LICENSING SPECIALISTS | AUG 2012 – JAN 2015 | DELL, ROUND ROCK, TX

Managed a team of Microsoft Software Licensing Specialists with customers in State and Local, Education, and Healthcare Life Sciences segments and then Technical Software Representatives supporting Enterprise customers. Worked with internal and external sales teams to creatively grow current or contracted business, strategically grow business with non-contracted customers, and proactively manage renewals. Partnered with Microsoft team & other publisher teams to promote key products and services to educate our internal teams on licensing options and our customers on new products. Maintained fluid contracts datasheet for public contracts held by Dell. Trained various teams on Microsoft programs, products licensing, state contracts, internal processes at both Dell & Microsoft. Most recent sales attainments: Q3FY14 119%, Q2FY14 116%

SOFTWARE ACCOUNT EXECUTIVE for PUBLIC SECTOR | DEC 2006 – AUG 2012 | DELL, SAN DIEGO, CA

Aggressively sought new opportunities to grow business by being a trusted advisor and partner to customers and publishers for $90M territory. Successfully sold into state, local and education customers by being preferred reseller for third party software publishers like Microsoft, Adobe, VMWare, Symantec, and many others. Conducted face to face, consultative meetings to keep customer informed about software volume license programs and contracts, with a focus on helping customers implement cost effective and innovative IT solutions. Created numerous efficiencies to manage opportunities, sales objectives, and busy travel schedule through use of Salesforce.com, Outlook, OneNote, and other proprietary applications. Assembled and responded to RFP/Bids for new or renewal software business.

GOVERNMENT INSIDE SALES SOFTWARE SPECIALIST | JUN 2002 – AUG 2005 | ASAP SOFTWARE, BUFFALO GROVE, IL

Accomplished inside sales account manager for state, local, & educations customers in a number of different states. High volume territories required extreme attention to detail, ability to multi task, organization, and independent decision making. Regularly increased sales in established territory year over year by building customer relationships, prospecting, and cross-selling complimentary solutions. Continually recognized by customers and publishers for outstanding customer service and knowledge of products/services. Daily use of MS Office, Lotus Notes, Saleslogix, internet, and reporting tools. Created curriculum & taught course for Effective Business Communication as ASAP University Instructor. Obtained industry specific certifications with Microsoft, Novell, CA and Adobe. Lead or was involved with independent projects: bids, product promotions, and customer call campaigns.

AWARDS & RECOGNITION

- "Software AE of the Half" H1 FY2012 (Feb 2011 – July 2011): Exceed sales goals by achieving 154% of revenue goal and 112% of margin goal which blended to a 138% quota attainment.
- Microsoft Public LAR Award for FY2013: Personally recognized by MS for exceeding goals and KPI's for the year.

PROFESSIONAL CERTIFICATIONS:

- Microsoft Certified Professional (MCP) May 2012

Dan Pressley



Account Executive - SHI

Public Sector / Education / Government

[redacted]

Dan Pressley is a full-time dedicated Account Rep for education in MT, ID, UT, and NV (as well as government for UT). He has been with SHI for over 4 years (2011-2015) supporting large and small education and government accounts (K12-High Ed, SLG). He is familiar with the particular needs of academic and government institutions, and understands how to effectively deliver their specific requirements. Dan has successful experience setting up and delivering statewide consortium licensing and is able to provide customer references accordingly. Dan has extensive experience successfully managing WSCA- NASPO business.

Prior to joining SHI in April 2011, Dan worked for other software publishers including Novell Inc. (2004-2008), Infor Global Solutions (2008-2010), and Access Technology Solutions (2010-2011) providing sales, customer service, and licensing support. Dan has an aggregate of 20 years of customer service experience, and 15 years of sales experience. Dan holds a bachelor's degree from Utah State University cum laude (graduated 2006). Dan resides in Lehi, Utah, with his wife and four daughters and is an avid outdoorsman.

Account Executive ~ Territory Management ~ Technology Sales

8 time winner of Presidents Club / Circle of Excellence / Chairman's Club Award for quota retirement. Proactive, driven self-starter with demonstrated experience finding and closing key deals. Proven ability to cultivate and maintain successful relationships with decision makers. Resourceful team player collaboratively finds ways to overcome obstacles to make a deal. Expertise includes:

Account Management	Channel Partnership	Negotiation/Objection Resolution
Customer Satisfaction	Forecast Accuracy	Solution Sales Methodology
Sales Cycle Management	Order Processing	Internal Application Competence
Contract Negotiation	Prospecting	Presentations

Professional Experience

SHI (Software House International), Somerset NJ, www.shi.com

Account Executive, State/Local/Education for software provider, 04/2011 to Present

- Managed 4 state territory, responsible for SLED with a multi-million dollar book of business. Uncovered and closed opportunities for software, hardware, and services by working with c-level management contacts and exclusively managing all deals through the entire sales cycle. Transformed the area by displacing competitors and consolidating virtually every possible account onto SHI. Cultivated an excellent reputation in the area and excellent critical mass of business volume by strategically differentiating in a highly competitive commodity sales environment.
  - o 100+% attainment 2011. Presidents Club qualifier. Added ~$3.2M in net new business revenue and ~$215K in net new GM.
  - o 100+% attainment 2012. Presidents Club qualifier. Added ~$2.9M in net new business revenue and ~$200K in net new GM.
  - o 100+% attainment 2013. Added ~$2.8M in net new business revenue and ~$160K in net new GM.

Access Technology Solutions., Provo, UT, www.corporateaccessts.com

Account Executive, K12 and Higher Ed for software provider, 06/2010 to 04/2011

- New business exclusively, sold into C-Level commercial SMB mid-market accounts

INFOR, INC., South Jordan, UT, www.infor.com

Direct Account Manager, Named Accounts for software provider, 08/2008 to 06/2010

- Solely responsible for up-sell / cross-sell business among named accounts and former customers. Created business value by uncovering customer pains and proposing solutions to solve business problems. Quarter-backed RFP's, coordinated technical consultants, and performing detailed analysis for customers to provide technical / financial justification for acquisition spend.
    - 117% attainment 2009 during industry downturn (Top 20 sales reps company-wide).

NOVELL, INC., Provo, UT, www.novell.com

Inside Sales Representative, Named Accounts for software provider, 06/2004 to 06/2008

- Managed new business and renewal business for STLG accounts in 9 states often without outside field help. Responsible for account development, customer satisfaction, channel satisfaction, channel partnerships, and support relationships.
    - 101% attainment 2008 (top 10% of sales organization). Presidents Club qualifier.
    - 108% attainment 2009 (top 10% of sales organization). Presidents Club qualifier.
    - 114% attainment 2010 (top 10% of sales organization). Presidents Club qualifier.
    - 103% attainment 2011 (top 10% of sales organization). Presidents Club qualifier.

Education

UTAH STATE UNIVERSITY, Logan, UT

BS, Cum Laude in Business, August 2006

- 3.5 Cumulative GPA
- Dean's List 4.0 GPA (2000, 2004)

Professional Awards

- SHI Presidents Club 2011, 2012
- Infor Sales Rep of the Quarter 2010
- Novell Breakaway Award 2007, 2008
- Novell President's Club 2005, 2006, 2007, 2008
- Infor President's Club (COE) 2009
- Novell Employee of the Month 2006, 2007
- Novell RACE Award 2006

DEBBIE BIEBER

[redacted]
Fax: 408-232-0856
E-Mail: debbie_bieber@shi.com

Experience

1995–Present SHI International Corp. Somerset,NJ

Account Executive

- Responsible for developing and maintaining a government accounts in Northern California.
- Selling computer software, hardware, and related services.

1993–1995 SHI International Corp. Somerset, NJ

Inside Sales Rep/Regional Office Manager

- Provided sales support to the Hewlett Packard account.
- Managed same day delivery program of software and peripherals.
- Responsible for other inside sales reps and support personnel in the regional office.

1989–1993 IBM Corporation San Jose, CA

Purchasing Expediter

- Liaison between IBM and outside vendors for order status inquiries.
- Support work for buyers and requestors.

1986–1989 IBM Corporation San Jose, CA

Stockroom Attendant

- Responsible for maintaining stock of parts and assisting users.
- Administrative support and data entry.

Education

1990–1993 San Jose State University San Jose, CA

- M.S. Clinical Psychology.

1986-1990 Santa Clara University Santa Clara, CA

- B.S. Psychology.

Interests

Ballet, gardening, cooking.

GUILLERMO ORTIZ

PROFESSIONAL SUMMARY

Accomplished Technology sales professional with a proven track record of solving complex business problems, leading to successful stints in both inside and field based positions. History of positive collaboration with colleagues, partners, and clients.

Experience

2009-present SHI International Corporation San Diego, CA

Account Executive

SHI is a global provider of Information Technology product and services. Account Executives are charged with the growth and development of assigned territory through all forms of sales activity

- Manage major government entities in Southern California including Orange County, Los Angeles County and San Diego County
- Identify and Build relationships with all levels of customer personnel from purchaser to management/C level
- Engage with customers to uncover strategic business initiatives and collaborate with them to help achieve goals
- Develop business relationships by understanding customer challenges, recommending solutions and delivering on customer expectations.
- Manage licensing contracts, renewals, and overall business for 50+ buying customers

2005-2008 Softchoice Corporation Chicago, IL

Inside Sales Account Manager

Softchoice is a provider of Information Technology product and services. Inside Account Managers are tasked with managing the day to day relationship with customer base.

- Manage daily responsibilities including generating proposals, answering customer questions, introducing solutions, and developing new business
- Work with Field based reps to propose appropriate solutions to meet customer needs
- Supported three field based reps
- Appointed Team Lead of Government inside sales team in 2007. Responsibilities included providing coaching to new team members, and management of forecasts/metrics in partnership with management

Education

1998-2002 University of Iowa Iowa City, IA

- B.A. Economics
- Minors in Marketing and Sociology

Relevant Skills

Contract Negotiation/ Account Management/ Relationship Based Selling/Account Development/Solution Selling

[redacted]

[redacted]

Martin Barrett

[redacted]

Key Account Development & Management	Strategic Sales & Territory Planning	Customer Development & Retention
Entrepreneur: Owner/Operator of BarrettFam Creations	Logistical Coordination & Control	Contract Negotiation

History of Success - Work History:

SHI Somerset, NJ

Dates: 1/2015 – Present
Position: Account Executive

- Support and grow customer base within assigned territory
- Provide consultation to customers regarding their IT solution needs
- Work with state agencies in promoting SHI's NASPO state contract offering
- Manage Connecticut and Rhode Island state and local business
- Develop strategies to grow SHI's footprint by providing world class IT solutions
- Put in place PSR (Public Sector Roundtable) events bringing IT and law enforcement together

GovConnection Inc Merrimack, NH

Dates: 7/2003 – 1/2015
Position: Senior Account Executive

- During my tenure of success I have achieved Presidential Club status, recognition for growth in under-performing accounts and growing key partners, consecutive Lenovo Legends awards, HPN Networking Award, Xerox Growth Cruise, and Sales MVP based on company set goals and standards.
- Business Development: Developed and implemented personal sales campaigns within territory in partnership with manufacturer reps and internal departments.
- In additional to personal production, assist as a mentor to new associates within sales and activation environment. Play a key role as a critical liaison for internal departments in the RFP/Contract preparation, equipment rollout, and all matters of credit and service issues within territory.

TechDepot Trumbull, CT

Dates: 1/2003 – 6/2003
Position: Strategic Account Manager

- Charged with the responsibility of the management of the newly acquired Homeland Security account. Managed, developed, and cultivated 10M in combined government sales confirmed and projected.
- Developed a sought after prospecting plan based on "Income Producing Activities": call activity, sales data, client review and retention, and creating marketing promotions.
- Sales Management: Developed a strong leadership role with all freshman and sophomore sales reps. My daily consistent action as a Sales Mentor, they mirrored, and achieved their own results along with the company desired results.

MicroWarehouse Inc Norwalk, CT

Dates: 8/1999 – 1/2003
Position: Senior Account Manager

- Chosen to be the "Brand" at industry trade events, while managing and growing a voluminous book of business well over 4.5M+ in revenue.
- Sales Management: Personally responsible for the management and growth of a vast sales territory for company. Micro-Managed client relationships in the matters of credit and post-sales service to ensure customer retention and development.

Konica Minolta Waterbury, CT

Dates: 5/1998 – 4/1999
Position: Field Sales Representative

- Achieved a new product placement within one of Connecticut's largest transit authorities.
- Developed new ground that company was not previously engaged within.
- Established the first color peripheral placement within assigned territory.

EDUCATION:
Housatonic Community College – Business Associate Degree in Pursuit
Basho Strategies Sales Training 2008

Kevin Farrell

Kevin_Farrell@shi.com; 512-739-5476

SHI: Account Executive & Sales Manager

March 1999-present. Acted in Sales and Sales Management roles during 16 year history with SHI. Currently the Field Account Executive for State and Local Government and Education customers in North Dakota and South Dakota.

MicroWarehouse: Account Manager & Sales Manager

July 1997-March 1999. Worked with State and Local Government and Education customers in various areas of the country, in both Sales and Sales Management positions.

Pitney-Bowes: Sales Representative

January 1997-July 1997. Small Business door-to-door sales of mailing machines in CT.

Dell: Sales Representative

January 1996-September 1996. Personal sales rep for four months, then SMB.

Kaplan: Instructor, Sales Manager

January 1994-May 1997. Taught GMAT, SAT, GRE, and LSAT courses in Texas and CT. Co-Managed a call center for the Southwest region selling all Kaplan courses.

Education:

University of Texas BA in English 1990, BS in Speech Communication 1993

Awards:

Various awards and certifications from Microsoft, Adobe, McAfee, Symantec, Dell, HP, Kaplan, and a couple other manufacturers.

David Rounds

Account Executive/Regional Manager for MOKA – Missouri, Oklahoma, Kansas & Arkansas

- Education:
  - Attended Middlesex Community College 93-95
- Skills:
  - Strong Software Volume Licensing Knowledge
  - Successful Experience with Public Sector RFP's, Contracts and Proposals
  - Account Management
- Certifications:
  - IBM Curam Solutions Sales Mastery
  - Microsoft Design & Providing Microsoft Volume Licensing to Large Organizations
  - Microsoft Designing, Assessing, and Optimizing Software Asset mgmt. (SAM)
  - HP ESSN
  - VMWare VSP
  - McAfee Sales Professional
- Experience:
  - SHI International Corp. 7/13/98 – Present (17+ years)
    - Order Entry for State of Texas Government and Academic accounts 7/13/98 – 7/21/99
    - Inside Sales for State of Texas Government and Academic accounts 7/22/99 – 10/26/99
    - Inside and Outside Sales Rep for Arkansas, Oklahoma, Kansas and New Mexico 10/27/99 – 4/27/00
    - Outside Sales Account Executive for Arkansas, Oklahoma, Kansas and New Mexico 4/27/00 – 12/31/2011
    - Account Executive/Regional Manager for Missouri, Oklahoma, Kansas and Arkansas (MOKA) 1/1/2012 to present.
    - 15 years field experience managing $60M+ in IT spend on average. Adding and negotiating statewide contracts yearly. Currently managing a team of 4 Account Executives, 6 Inside reps and 2 sales support.
- Activities/Hobbies:
  - Golf, Motorcycles, biking, hiking, anything outdoors. Spending time with family.

Yara Ismail

[redacted]

PROFESSIONAL PROFILE:

A results oriented sales and operations management professional, with over 10 years of expertise in supporting customers and employees in the Information Technology industry. Qualifications include:

- Team Leadership
- Training & Communications
- Management & Development
- Customer Service
- Account Management
- Project Management
- Solutions focused
- Account Management
- System enhancements

EXPERIENCE:

SHI International Corp. – Somerset, NJ **June 2004 – Present**

Senior Inside Sales Manager – Public Sector (April 2009 – Present)

- Management of SHI's growing Public Sector Inside Sales Division
- Setting new initiatives for Inside Sales while maintaining World Class Support for Public Sector customers
- Responsible for the division of territories as needed to maintain inside support and coverage
- Point of escalation for customers and Public Sector Directors to address support issues
- Management of Internal projects and providing status and updates to completion
- Collaborate with internal teams to create new tools with added functionality for customers
- Meeting deadlines and consistently setting goals and expectations for Public Sector Inside Sales Division

Inside Sales Manager/ GSA Administrator (October 2005 –April 2009)

- Promoted to dual role - Inside Sales Manager & GSA Administrator
- Managed and trained six Public Sector Inside Sales Teams
- Maintained high morale among the team, by creating a healthy work environment and incentive programs
- Point of escalation for Customers and Account Executives to address support issues
- Managed and grew SHI's existing GSA Contract
- Created proposals and modifications to the SHI's GSA Schedule
- Passed annual GSA Audits for continued contract renewal
- Met and reviewed products with prospective vendors to consider for addition on SHI's GSA Schedule

Inside Account Manager – Federal Accounts (June 2004 – October 2005)

- Created quote proposals for Information Technology products & services
- Solicited business through follow up calls and competitive pricing
- Effectively communicated with customers, providing World Class Support
- Processed customer orders and provided consistent updates for status and tracking
- Escalated issues to management for assistance when required

Ekornes, Inc. – Somerset, NJ **March 2001 – May 2004**

Customer Service Representative & Lead Trainer

- Managed a group of accounts, while providing clients with excellent service
- Completed order entry and provided customers with order status and tracking
- Ensured accuracy of shipped products and filed claims with insurance companies
- Promoted to Lead Trainer for Customer Service Representative (CSR's)
- Created training material and documentation for newly hired CSR's
- Assisted new CSR's with questions regarding Ekornes products and resources

Madison Suites Hotel – Somerset, NJ **August 1997 – March 2001**

Guest Service Agent & Front Office Manager

- Responsible for guest check in and check out
- Maintained a cash drawer and completed reports, ensuring all transactions and cash payments received
- Interviewed and hired Guest Services Agents and Auditors
- Scheduled and supervised staff of 6 employees
- Managed and maintained long term guest accounts
- First point of contact for guest complaints and escalations
- Provided excellent service and ensured business guests rebooked for future stays

EDUCATION:

Rutgers University, New Brunswick, NJ **September1997 – May 2002**

Bachelor of Arts in Political Science

Minor in Middle Eastern Studies

Professional and personal references available upon request

1.3 Account Management Team – **Provide a description of the responsibilities of the dedicated account management team(s) that would be assigned to each Participating State under resultant contract. Include a description of how the account management structure ensures that service will continue despite vacations, illness, other absences or resignations.**

SHI Response:

SHI supports each of our customers with a dedicated Account Team, whose members are dedicated to and specialize in supporting the unique needs of Public Sector customers. In general, the following provides an overview of the typical Account Team structure:

Statewide Account Manager—Senior level sales position that coordinates and executes the terms and conditions of SVAR contract with the State, Local, & Education Account Teams.

Field Account Executives (AE)—Direct sales related position with a goal of understanding their customers' vision and mission in order to address their specific needs. Responsibilities include establishing a customized service and support plan, resolving issues, and other topics critical to account development.

Inside Account Executives (IAE)—Provide specialized support for small and medium sized Local Government and K-12 customers throughout the State they support, ensuring that even customers who are smaller or geographically dispersed will receive the same outstanding, proactive level of service that larger or centrally located customers receive.

Managers, Inside Sales Support—Coordinate, maintain, and manage the activities of the Inside Account Managers.

Inside Account Managers (IAM)—Working in partnership with the Account Executives in the field, the IAMs maintain direct relationships with the customers and have the responsibility of ensuring customer satisfaction. Functional areas such as pricing, availability, order entry, tracking, returns, product information, and expedites are an integral part of their daily activities. They execute the plan established by the Account Executives for a customer.

SHI's Account Team Approach

Putting the people in place to support the customer is not enough. SHI believes that the members of the Account Team must be empowered and have the autonomy to respond to all customer requests. We have ensured that all sales personnel have the training and resources they need to immediately provide the customer with accurate, up-to-date information. The Inside Account Managers have the autonomy to execute service issues such as expedites, returns and re-ships, invoices, and special price requests.

At SHI, our people remain our greatest asset. All members of the SHI Account Team are dedicated to providing high quality customer service and support. Our success has stemmed from outstanding customer support through dedicated Account Teams, constant development of procurement and Internet solutions, strong partnerships with top manufacturers, and a company-wide determination to be the best.

We are committed to providing:

- Accessible, courteous, responsive and seamless customer service
- Customer service goals that are measurable and evaluated; and
- Continuous development to meet our customers' changing needs

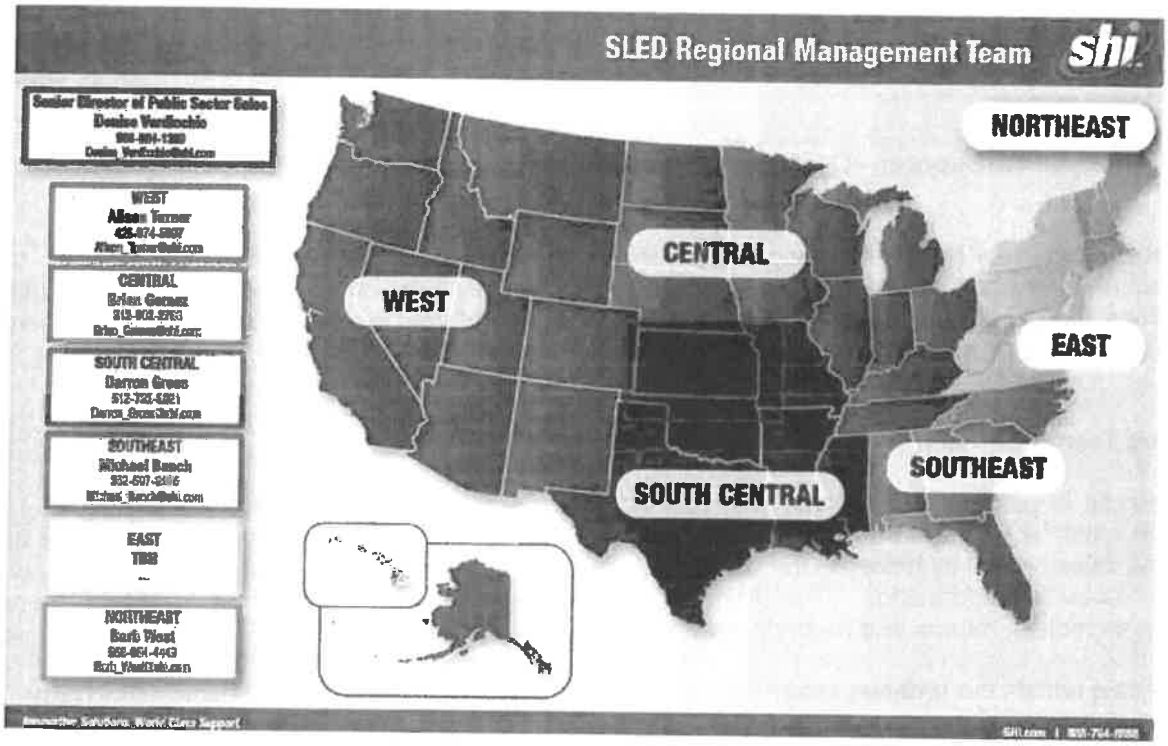
SHI has a long history of providing high quality service to our customers, as evidenced by our 99% customer retention rate. Furthermore, SHI has experienced tremendous growth over the years because of our dedication to our customers and the customized approach we take in supporting each of our customers.

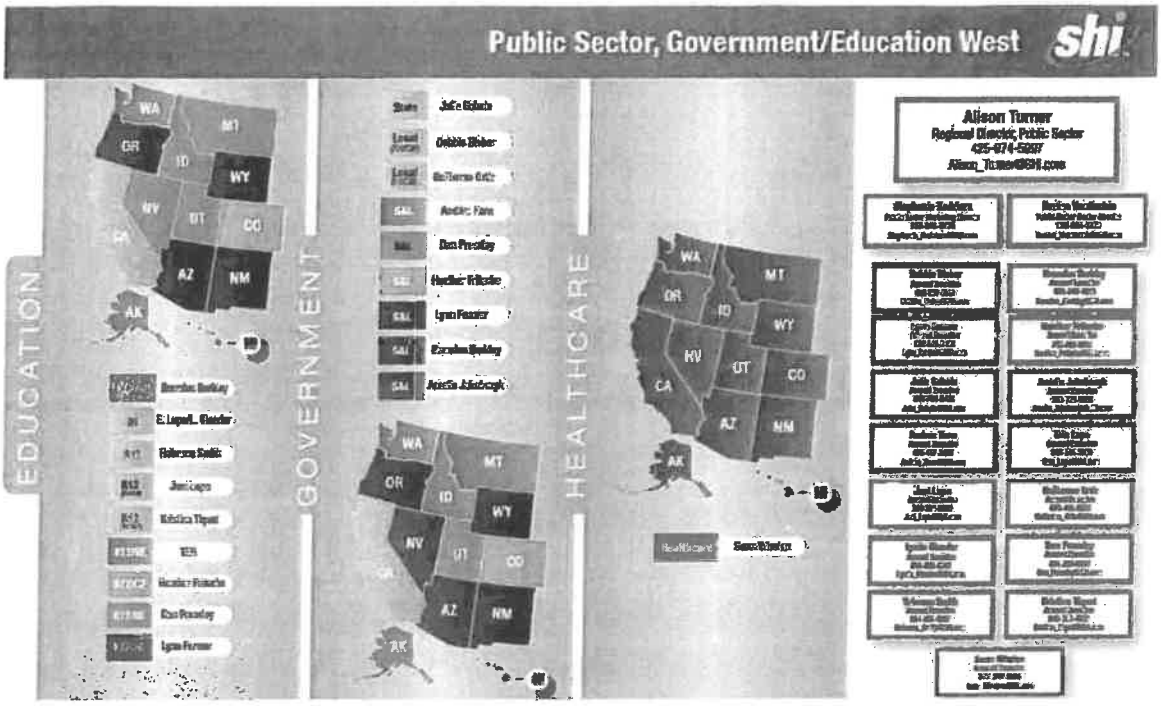
The Specific SHI Teams Supporting Each State

As mentioned above, SHI provides tremendous resources in support of our Public Sector customers across the US, very capable of supporting the unique needs of multiple Participating States at the same time. SHI has an extensive outbound sales force of more than 700 Account Executives who are located throughout the United States. These Account Executives focus on specific business segments, with Account Executives specific to supporting the unique needs of those customers in Public Sector:

- 88 Field Account Executives supporting State & Local Government and Education
- 132 Inside Account Executives supporting Small/Medium Local Government and Education customers
- 94 Inside Account Managers who partner with our Field Account Executives and assist customers with their day to day quoting and ordering needs

We have included maps of our various Public Sector regions to give you an idea of the locations and specializations of our Public Sector sales force across the country who will be supporting the new NASPO ValuePoint contract. The SHI Public Sector Regional Directors are shown below, followed by coverage maps for each Public Sector region.




Public Sector, Government/Education West
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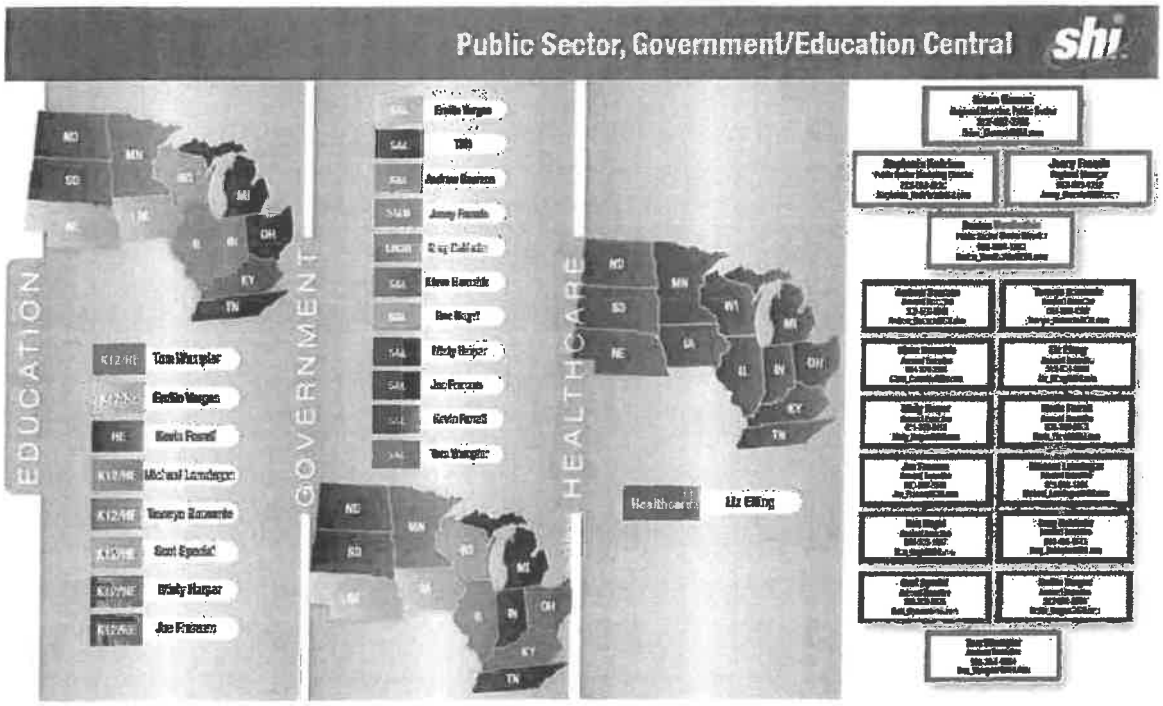
HI
Alison Turner
Regional Director, Public Sector
425-974-5007


Public Sector, Government/Education Central
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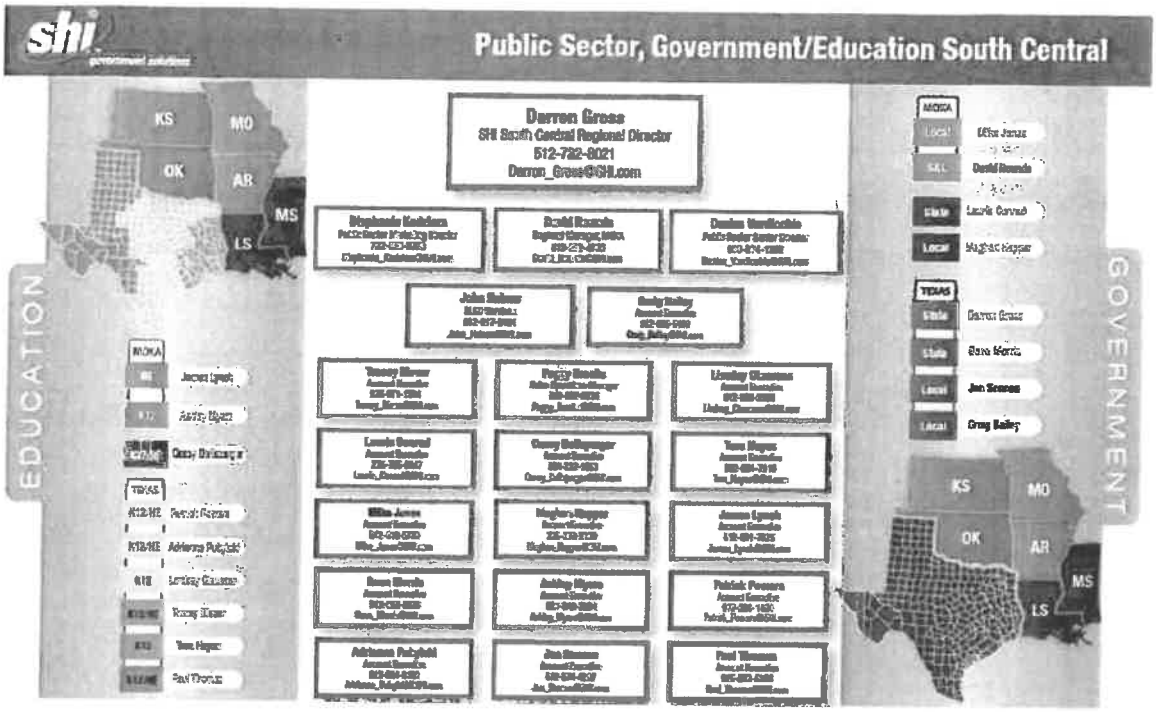
Public Sector, Government/Education South Central
Darren Gross
SHI South Central Regional Director
512-732-9021
Darren_Gross@SHI.com
EDUCATION
GOVERNMENT
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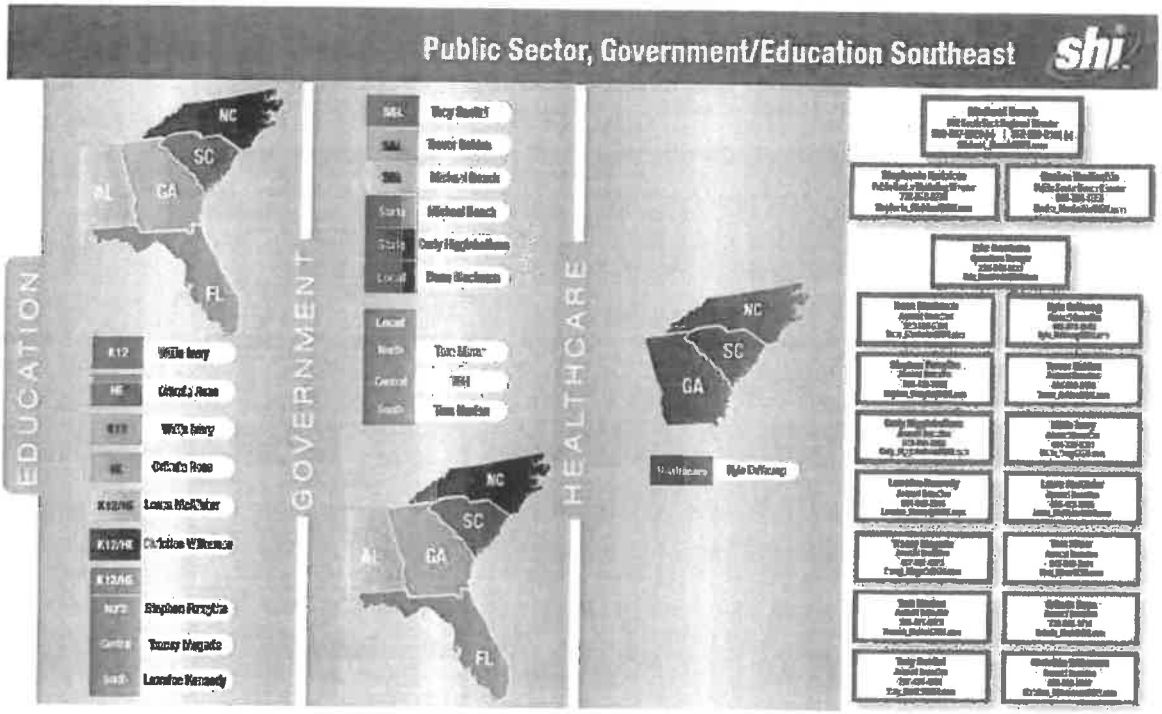
Public Sector, Government/Education Southeast
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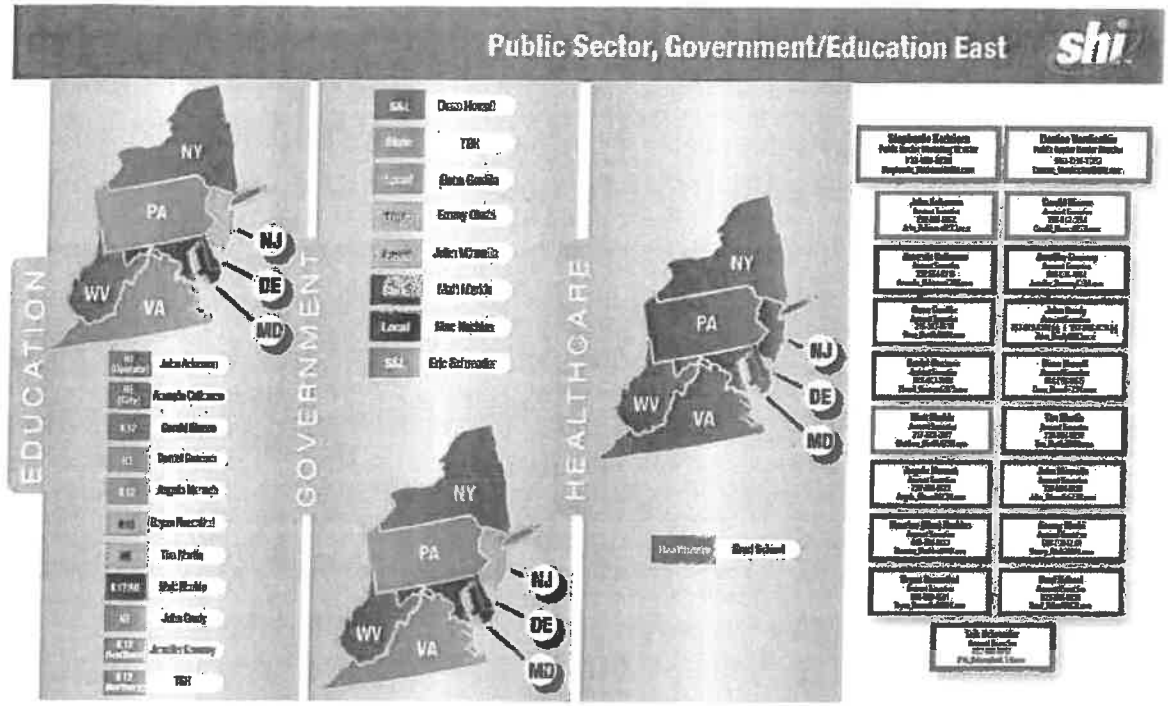
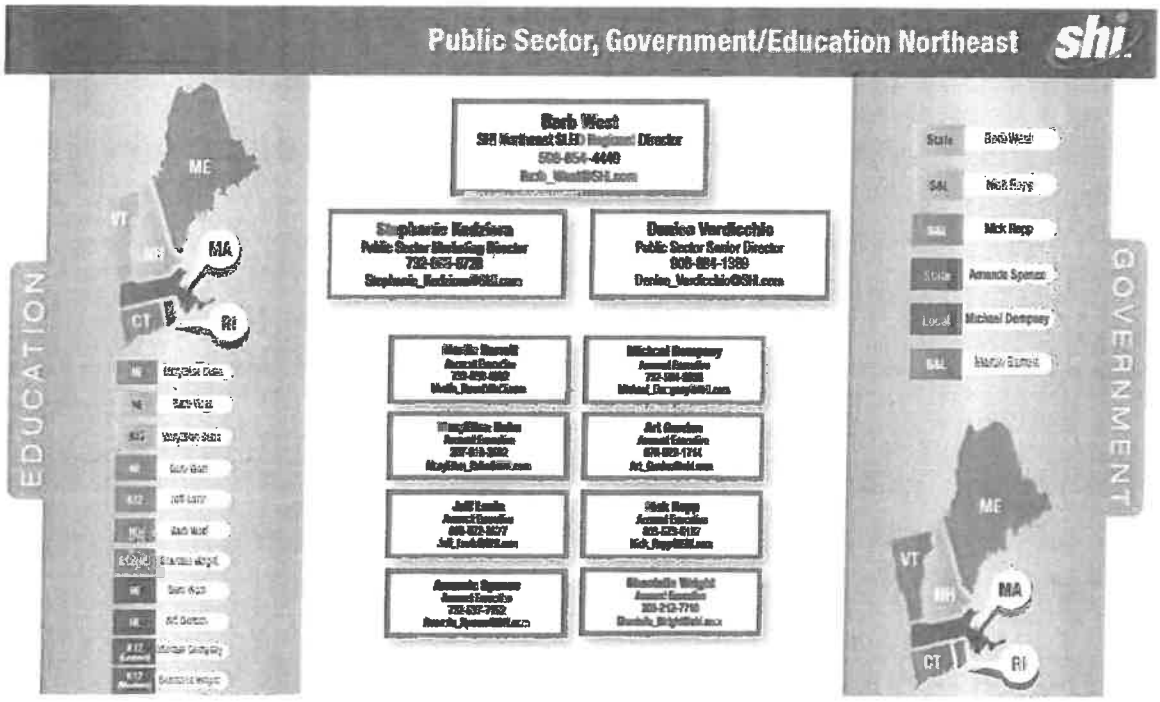




In addition to our field sales force, SHI has approximately 94 Inside Account Managers in our headquarters location who will work in tandem with our field sales force in support of this agreement. Like our field AEs, the IAMs also work only with Public Sector and are accustomed to supporting the NASPO ValuePoint SVAR contract. This team method of account management structure ensures that service will continue despite vacations, illness, other absences or resignations.

As yet another approach to ensure we are proactively addressing the needs of Public Sector customers of all sizes, SHI also has an SM SLED division, based in our headquarters location, to support the NASPO ValuePoint contract. Currently a team of 132, this team focuses on supporting small and medium sized Local Government and K-12 customers across the country to ensure personalized attention regardless of the customer's size. This group will round off our support and ensure that all NASPO ValuePoint customers receive the proactive support and expertise needed to ensure a successful contract experience.

SM Sled Roster by State and Customers Served:

State	Territory	IAE	IAE Manager
Alabama	K-12	Brendalynne Ferreras	Joseph Nyamwange
Alabama	Local Government	Brendalynne Ferreras	Joseph Nyamwange
Alabama	Local Government	Jim Grogan	Joseph Nyamwange
Alabama	Local Government	Chris Oliva	Joseph Nyamwange
Alaska	K-12	Pete Garay	Josh Reyes
Alaska	Local Government	Eric Stewart	Josh Reyes
Arizona	Local Government	Patrick O'Brien	Josh Reyes
Arizona	Local Government	Ricardo Robles	Josh Reyes
Arizona	K-12	Chris Asare	Josh Reyes
Arizona	K-12	Pete Garay	Josh Reyes
Arizona	K-12	Joe Burst	Josh Reyes
Arizona	K-12	Lindsey Ginsberg	Josh Reyes
Arkansas	K-12	Amy McGowan	Jessica Crincoli
Arkansas	Local Government	Devin Stone	Jessica Crincoli
Arkansas	Local Government	Jon Pino	Jessica Crincoli
Arkansas	Local Government	Jessica Vos	Jessica Crincoli
Arkansas	K-12	Kristen Knobloch	Jessica Crincoli
Arizona	K-12	Ryan Warwick	Josh Reyes
California	K-12	Nick Voelker	Josh Reyes
California	K-12	Chris Asare	Josh Reyes
California	K-12	Paul Marsicano	Josh Reyes
California	K-12	Chuck Singletary	Josh Reyes
California	K-12	Aline Martins	Josh Reyes
California	Local Government	Samuel Urso	Josh Reyes
California	Local Government	Paul Andrikanich	Josh Reyes
California	Local Government	Julian Diaz	Josh Reyes
Colorado	K-12	Dylan Bamrick	Josh Reyes
Colorado	Local Government	Ricardo Robles	Josh Reyes
Connecticut	Local Government	Kristen Goers	Dan Sutton
Connecticut	Local Government	Dan Biancaniello	Dan Sutton
Connecticut	K-12	Bryan Amiano	Dan Sutton
Delaware	K-12	Mike Zmachinski	Dan Sutton
Alabama	Local Government	Bryan Hunt	Joseph Nyamwange
Florida	Local Government	Tyler Osofsky	Joseph Nyamwange
Florida	K-12	Katherine Fernandez	Joseph Nyamwange
Florida	K-12	Chris Henry	Joseph Nyamwange
Florida	K-12	Dipali Patel	Joseph Nyamwange

Georgia	Local Government	Pat Connolly	Joseph Nyamwange
Georgia	Local Government	Kyle Thomas	Joseph Nyamwange
Georgia	K-12	Dominic Appiah	Joseph Nyamwange
Hawaii	Local Government	Eric Stewart	Josh Reyes
Idaho	K-12	Pete Garay	Josh Reyes
Idaho	K-12	Sierla Hubac	Josh Reyes
Idaho	Local Government	Patrick O'Brien	Josh Reyes
Illinois	K-12	Stefanie Weg	Chris Cashin
Illinois	K-12	Connor Pollitt	Chris Cashin
Illinois	K-12	Shane Byron	Chris Cashin
Illinois	K-12	Symeja Seji	Chris Cashin
Illinois	K-12	Brianna Balestrieri	Chris Cashin
Illinois	Local Government	Mike Ryan	Chris Cashin
Illinois	Local Government	Bill Scioscia	Chris Cashin
Indiana	K-12	Justin Yuka	Chris Cashin
Iowa	K-12	Brian White	Chris Cashin
Kansas	K-12	Amy McGowan	Jessica Crincoli
Kansas	K-12	Marcus Parker	Jessica Crincoli
Kansas	K-12	Bill Wood	Jessica Crincoli
Kansas	K-12	Taylor Howes	Jessica Crincoli
Kansas	Local Government	Ashley Marfo	Jessica Crincoli
Iowa	Local Government	Laura Rista	Chris Cashin
Louisiana	Local Government	Jon Pino	Jessica Crincoli
Louisiana	K-12	Debbie Rezac	Jessica Crincoli
Kentucky	K-12	Connor Pollitt	Chris Cashin
Kentucky	K-12	Liz Gallagher	Chris Cashin
Kentucky	Local Government	Bill Scioscia	Chris Cashin
Louisiana	K-12	Vanessa Muniz	Jessica Crincoli
Maine	K-12	Patricia Killeavy	Dan Sutton
Maine	K-12	Tim Snook	Dan Sutton
Maine	Local Government	Dan Biancaniello	Dan Sutton
Maryland	K-12	Mike Zmachinski	Dan Sutton
Maryland	Local Government	Edward Holmes	Dan Sutton
Maryland	Local Government	Justin Johnson	Dan Sutton
Massachusetts	Local Government	Kristen Goers	Dan Sutton
Massachusetts	Local Government	Tylere Daniel	Dan Sutton
Massachusetts	K-12	Bryan Amiano	Dan Sutton
Massachusetts	K-12	Tim Snook	Dan Sutton
Massachusetts	K-12	Kara Flanders	Dan Sutton
Michigan	K-12	Christine Devlin	Chris Cashin
Michigan	Local Government	Angad Singh	Chris Cashin
Minnesota	Local Government	Bill Scioscia	Chris Cashin
Minnesota	K-12	Victoria Pelosi	Chris Cashin
Minnesota	K-12	Stephanie Hawley	Chris Cashin
Mississippi	Local Government	Jon Pino	Jessica Crincoli

Mississippi	K-12	Vanessa Muniz	Jessica Crincoli
Mississippi	K-12	Debbie Rezac	Jessica Crincoli
Missouri	K-12	Marcus Parker	Jessica Crincoli
Missouri	K-12	Kelsey Valenti	Jessica Crincoli
Missouri	K-12	Bill Wood	Jessica Crincoli
Missouri	K-12	Taylor Howes	Jessica Crincoli
Missouri	Local Government	Devin Stone	Jessica Crincoli
Missouri	Local Government	Jon Pino	Jessica Crincoli
Montana	K-12	Dylan Bamrick	Josh Reyes
Montana	K-12	Genevieve Kobus	Josh Reyes
Montana	Local Government	Patrick O'Brien	Josh Reyes
Nebraska	K-12	Brian White	Chris Cashin
Nevada	K-12	Joe Burst	Josh Reyes
Nevada	Local Government	Priscilla Fowler	Josh Reyes
New Hampshire	K-12	Tim Snook	Dan Sutton
New Hampshire	K-12	Patricia Killeavy	Dan Sutton
New Hampshire	Local Government	Dan Biancaniello	Dan Sutton
New Hampshire	Local Government	Kristen Goers	Dan Sutton
New Jersey	Local Government	Gabriella Viola	Dan Sutton
New Jersey	Local Government	Kevin VanBuskirk	Dan Sutton
New Jersey	K-12	Sean MacLeary	Dan Sutton
New Jersey	K-12	Ryan Kachel	Dan Sutton
New Jersey	K-12	Peter Corsi	Dan Sutton
New Jersey	K-12	Sara Burrows	Dan Sutton
New Mexico	Local Government	Priscilla Fowler	Josh Reyes
New Mexico	K-12	Joe Burst	Josh Reyes
New York	K-12	Patrick Goldsmith	Dan Sutton
New York	K-12	Brittany Kranpost	Dan Sutton
New York	K-12	Natalie Nicosia	Dan Sutton
New York	K-12	Sara Burrows	Dan Sutton
New York	Local Government	Jared Kohutanycz	Dan Sutton
New York	Local Government	Jason Rieg	Dan Sutton
Georgia	K-12	Dipali Patel	Joseph Nyamwange
North Carolina	Local Government	Lou Malvasi	Joseph Nyamwange
North Carolina	Local Government	Kevin Mariano	Joseph Nyamwange
North Carolina	Local Government	Dominic Denaro	Joseph Nyamwange
North Carolina	Local Government	Katie Jones	Joseph Nyamwange
North Carolina	K-12	Valentina Trajkovska	Joseph Nyamwange
North Carolina	K-12	Desiree Kersulic	Joseph Nyamwange
Nebraska	Local Government	Laura Rista	Chris Cashin
North Dakota	K-12	Brian White	Chris Cashin
North Dakota	K-12	Sean Birch	Chris Cashin
North Dakota	Local Government	Laura Rista	Chris Cashin
Ohio	Local Government	Kenji Horton	Chris Cashin
Ohio	Local Government	Pat Swinarski	Chris Cashin

Ohio	K-12	Chris Imperiale	Chris Cashin
Ohio	K-12	Liz Gallagher	Chris Cashin
Ohio	K-12	Albert Eserjose	Chris Cashin
Ohio	K-12	Nicole DAndrea	Chris Cashin
Missouri	Local Government	Jessica Vos	Jessica Crincoli
Oklahoma	K-12	Kelsey Valenti	Jessica Crincoli
Oklahoma	K-12	Amy McGowan	Jessica Crincoli
Oklahoma	K-12	Marcus Parker	Jessica Crincoli
Oklahoma	K-12	Taylor Howes	Jessica Crincoli
Oklahoma	Local Government	Bryan Leoni	Jessica Crincoli
Oklahoma	Local Government	Sean Walker	Jessica Crincoli
Oklahoma	Local Government	Ashley Marfo	Jessica Crincoli
New Mexico	K-12	Ryan Warwick	Josh Reyes
Oregon	Local Government	Eric Stewart	Josh Reyes
Oregon	K-12	Pete Garay	Josh Reyes
Pennsylvania	Local Government	Edward Holmes	Dan Sutton
Pennsylvania	Local Government	Jared Kohutanycz	Dan Sutton
Pennsylvania	K-12	Suzy Oganesian	Dan Sutton
Pennsylvania	K-12	Josh Katz	Dan Sutton
Rhode Island	Local Government	Kristen Goers	Dan Sutton
Rhode Island	Local Government	Dan Biancaniello	Dan Sutton
Rhode Island	K-12	Bryan Amiano	Dan Sutton
North Carolina	K-12	Alexis Keresztes	Joseph Nyamwange
South Carolina	K-12	Desiree Kersulic	Joseph Nyamwange
South Carolina	K-12	Alexis Keresztes	Joseph Nyamwange
South Carolina	Local Government	Dominic Denaro	Joseph Nyamwange
South Carolina	Local Government	Katie Jones	Joseph Nyamwange
South Dakota	K-12	Brian White	Chris Cashin
South Dakota	K-12	Sean Birch	Chris Cashin
South Dakota	Local Government	Laura Rista	Chris Cashin
Tennessee	Local Government	Chelsea Davis	Chris Cashin
Tennessee	K-12	Justin Yuka	Chris Cashin
Texas	Local Government	Andrew Baicher	Jessica Crincoli
Texas	Local Government	Sean Walker	Jessica Crincoli
Texas	Local Government	Bryan Leoni	Jessica Crincoli
Texas	Local Government	Christian Niemann	Jessica Crincoli
Texas	K-12	Nick Loughlin	Jessica Crincoli
Texas	K-12	Alan Frost	Jessica Crincoli
Texas	K-12	Phil Nowakowski	Jessica Crincoli
Texas	K-12	Jim Fuhrman	Jessica Crincoli
Texas	K-12	Courtney Ritter	Jessica Crincoli
Texas	K-12	Will Fleming	Jessica Crincoli
Oregon	K-12	Sierla Hubac	Josh Reyes
Utah	Local Government	Patrick O'Brien	Josh Reyes
Utah	Local Government	Priscilla Fowler	Josh Reyes

Utah	K-12	Joe Burst	Josh Reyes
Vermont	K-12	Patricia Killeavy	Dan Sutton
Vermont	K-12	Tim Snook	Dan Sutton
Vermont	Local Government	Dan Biancaniello	Dan Sutton
Pennsylvania	K-12	Natalie Nicosia	Dan Sutton
Pennsylvania	K-12	Tori Huber	Dan Sutton
Virginia	K-12	Ashley DeLia	Dan Sutton
Virginia	K-12	Tom Monks	Dan Sutton
Virginia	Local Government	Dianna Lee	Dan Sutton
Virginia	Local Government	Tom Monks	Dan Sutton
Utah	K-12	Ryan Warwick	Josh Reyes
Washington	Local Government	Eric Stewart	Josh Reyes
Washington	K-12	Pete Garay	Josh Reyes
West Virginia	K-12	Ashley DeLia	Dan Sutton
West Virginia	Local Government	Dianna Lee	Dan Sutton
Wisconsin	Local Government	Ryan Baicher	Chris Cashin
Wisconsin	K-12	Stefanie Weg	Chris Cashin
Wisconsin	K-12	Victoria Pelosi	Chris Cashin
Washington	K-12	Sierla Hubac	Josh Reyes
Wyoming	K-12	Dylan Bamrick	Josh Reyes
Wyoming	K-12	Genevieve Kobus	Josh Reyes
Wyoming	Local Government	Patrick O'Brien	Josh Reyes

In addition, SHI has a Software & Licensing Department and an Advanced Solutions Department whose members are dedicated to supporting specific manufacturers and/or manufacturer product lines. Many of these representatives are manufacturer sponsored and have completed the required manufacturer certifications to provide pre-sales support. With 300 product specialists, pre-sales support engineers, licensing representatives, and technicians, SHI is absolutely ready and excited to support the product requirements for NASPO ValuePoint SVAR contract users. With just a single call to your Account Executive, you will be put in touch with the correct representative for your needs.

1.4 Subcontractors – Provide the following information for items 1.4.1 through 1.4.3, using the format below, for any subcontractors you propose to use.

1.4.1 Name of individual or company;

1.4.2. Proposed work to be performed;

1.4.3 Approximate percentage of work directed to subcontractor relative to total work under a resultant contract;

1.4.4 In addition, provide a brief resume which contains education / credentials / certifications / employment.

SHI Response:

At this time, SHI has not identified specific subcontractors to engage. Should the need arise base on a customer's requirements and the scope of services, SHI will engage with the subcontractor who fits the customer's requirements. We understand the use of a subcontractor is subject to the customer's approval.

1.5 Consultants – Provide the following information for items 1.5.1 through 1.5.3, for all non-employee consultants that assisted in the development of the Offeror's response to this solicitation.

1.5.1 Name of individual or company;

1.5.2. Work performed regarding the Offeror's response;

1.5.3 Resume which contains education / credentials / certifications / previous and current employment.

SHI Response:

No consultants assisted in the development of SHI's proposal.

2. Company's Experience
Describe the Offeror's experience and expertise providing the following services:

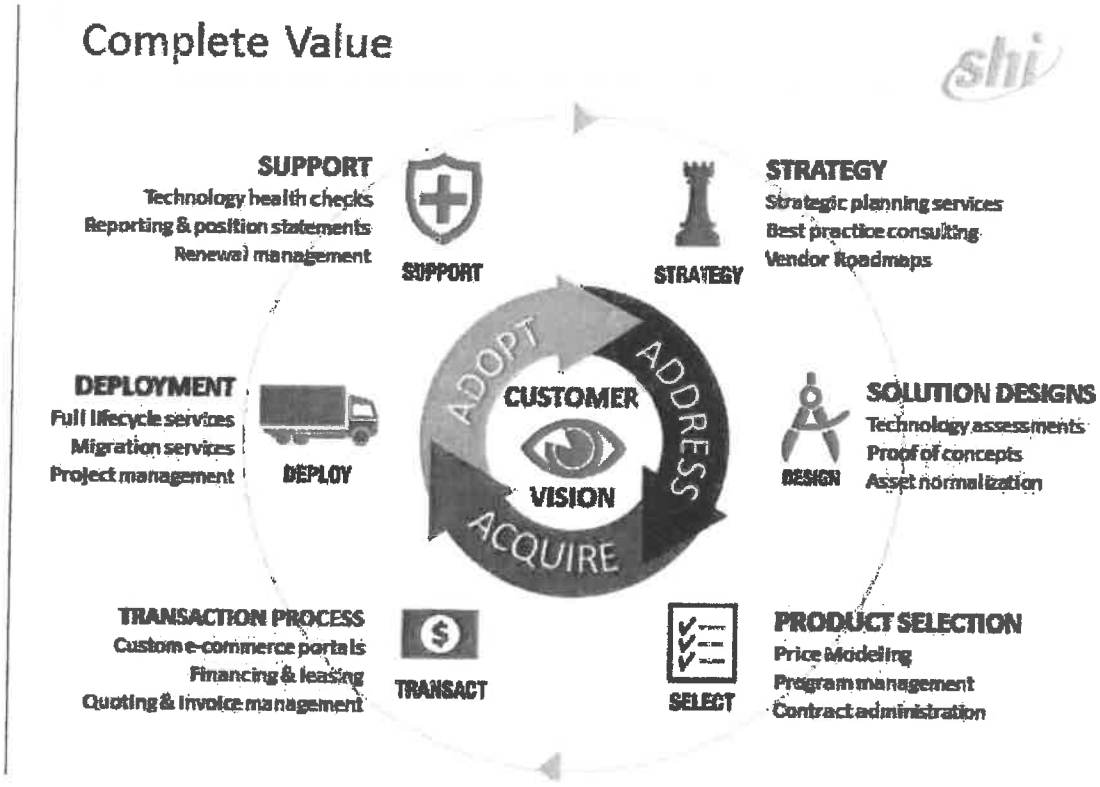
2.1 Account Management (assume 'accounts' as equivalent to a state contract, and to to a using municipality).

SHI Response:

As described within our response to section 1.3 above, SHI provides each customer with a dedicated Account Team. The members of the teams are focused on specific verticals within public sector (i.e. state government, local government, and education). These teams bring expertise in IT solutions and tremendous experience with public sector contracts to each Participating State. This means that SHI is able to deliver the following benefits to all NASPO ValuePoint customers:

- A keen understanding of the unique challenges government and education customers face.
- Best practices around software licensing for individual customers, as well as licensing programs that recognize cumulative spend per State or under the agreement as a whole.
- Specialized customer service for small, medium, and large organizations throughout the Participating States.

Regardless of the customer type or the size of the organization, SHI understands that in order to bring the right solution to a customer, we need to first understand that customer's vision. Once we understand their goals, our pre-sales licensing and technical support staff help design a strategy that is suitable to the customer's current environment, while ensuring it will scale to meet their future needs. When the customer is ready to move forward, SHI will help to ensure that the customer is procuring those products using the most advantageous pricing programs and at the most aggressive possible cost. We then follow through with deployment services and support to ensure that the solution the customer procured is working as expected.



In short, SHI's Public Sector Account Teams offer the experience and the expertise to help NASPO ValuePoint customers to address, acquire, and adopt the software products and solutions needed to further their organizations' missions.

2.2. License Management.

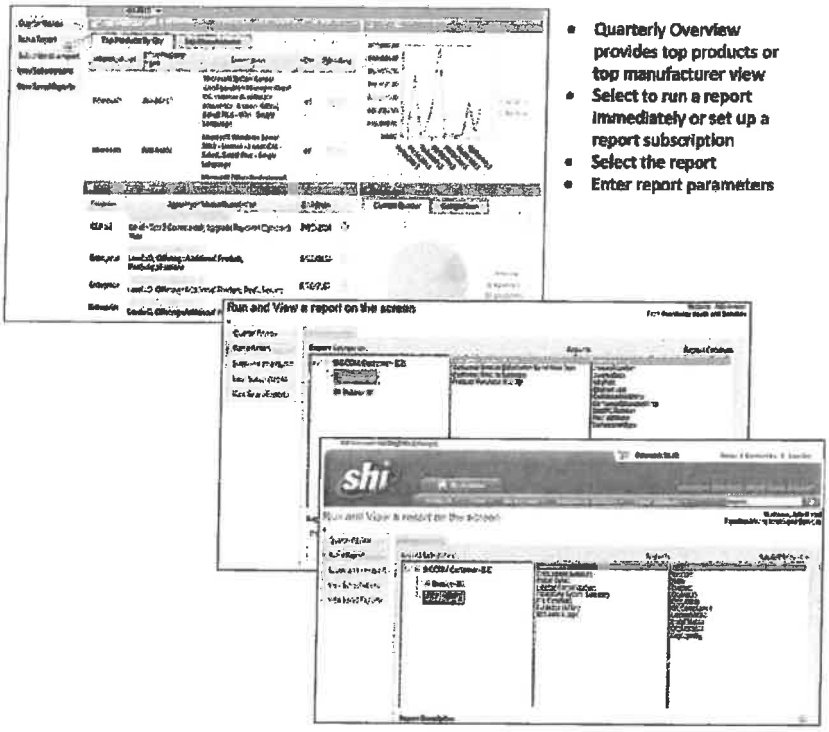
SHI Response:

When it comes to implementing and managing software licensing solutions, nobody does it better than SHI. Our software procurement consulting services and Polaris asset management make it easy for our customers to select and manage the license programs that are right for them.

SHI Licensing Team: SHI's Licensing Department is staffed with manufacturer-dedicated and certified experts who assist our Account Executives in recommending and supporting the volume license programs that most effectively suit your organizations' requirements. SHI completes an analysis of your existing environment and future desired state to present the licensing options available to you and the savings realized by executing the identified program.

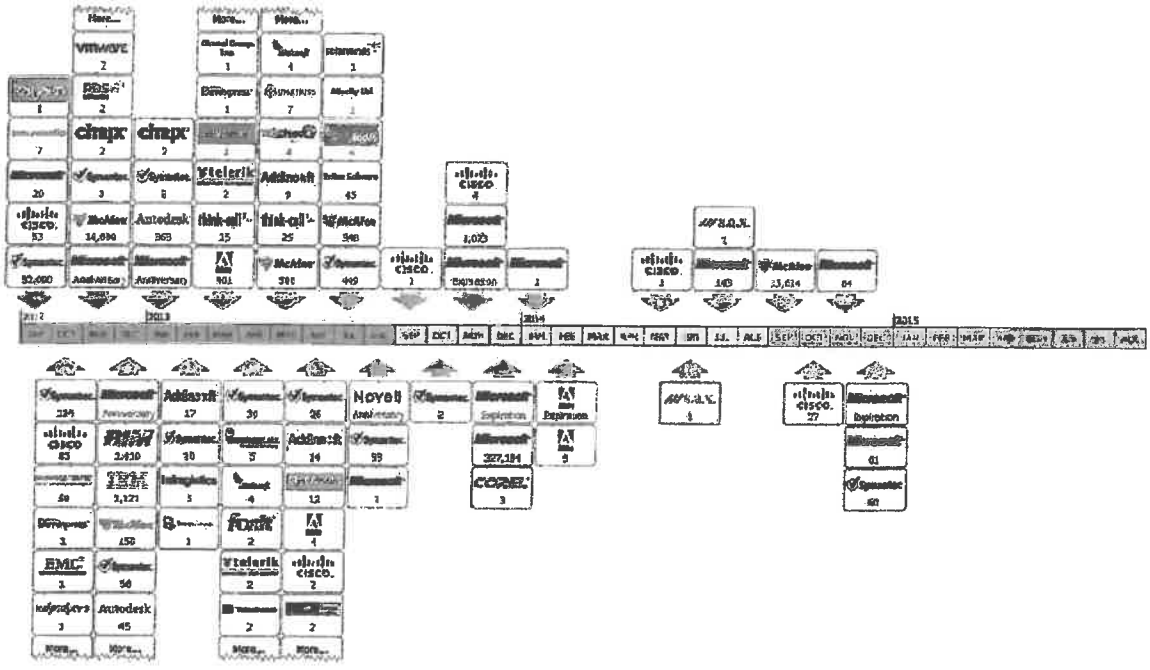
License Management System: Utilizing SHI's License Management System (LMS), we track key contract dates and terms and conditions, including pricing level and milestone requirements. Linked to SHI's order entry and reporting system, LMS provides the checks and balances to ensure your transactions are processed and reported against the correct agreement numbers and discount levels. Furthermore, SHI provides advanced notification for contract milestones and renewals.

Reporting: SHI offers a breadth of reporting options which are flexible, customized, and available at no cost. We offer custom data capture for reports that track purchases within your organization, e.g. project codes, department codes, business units, etc. Our customers have the option to run these reports online at SHI.COM or to request reports through their SHI Account Team.



- Quarterly Overview provides top products or top manufacturer view
- Select to run a report immediately or set up a report subscription
- Select the report
- Enter report parameters

SHI understands it can be a challenge for organizations to proactively track all expiring IT maintenance and support agreements. With inconsistent renewal dates across manufacturers and/or products, organizations may rely on the publishers and manufacturers to provide renewal notification. SHI provides a more reliable solution: Polaris Renewal Organizer (PRO). Available at no charge to our customers, PRO compiles your technology renewals in a centralized, rolling three year on-line timeline for simplified budgeting and renewal management.



SHI was founded in 1989 as a software reseller. We have been supporting our customers' software and licensing needs for 26 years. We have seen many changes in the industry and we remain nimble in our support structure to ensure we can meet the changing needs of the customers, as well as the software publishers with whom we partner. SHI is the industry leader; no other software reseller provides as effective and efficient support around software license agreements.

2.3 Training

SHI Response:

SHI understands the importance of providing training and communication to both Participating States and individual contract users in order to successfully support the NASPO ValuePoint SVAR contract. To bring our customers value and savings under the contract, we must maximize the usage of the contract and ensure it is used effectively. We provide a variety of training and communication vehicles at no cost to the customers.

- **Webinars**—SHI has had tremendous success hosting web-seminars for our customers. The seminar series typically revolve around new technology announcements and Volume Licensing Program changes. The hosts for the seminars include the manufacturer representatives, the SHI Product Champions and/or the SHI Licensing Executives.
- **Licensing Training**—The SHI Licensing Executives are available for both on-site and web conference training sessions specific to your Licensing Agreements and your negotiated terms and conditions. The topics for these training sessions can include license compliance, true-ups, how to purchase products under your agreements, how enterprise type agreements work and how to obtain products, and many other topics that are critical to departments and agencies.
- **Web Site Training**—The SHI Ecommerce Specialists are available to provide training to those employees authorized to access contract pricing and information at SHI.COM. SHI can schedule trainings based on the customer's level of access to the site. Upon award of contract, your Account Executive will work with the customers to determine the program and schedule that would work best for them.

Initial and Ongoing Communication Plan

Contract Announcement—Upon award of the contract, SHI will create an Email marketing piece to announce the renewal of the NASPO SVAR Contract with SHI. We will reach out to our existing customer base, as well as entities within the states that are not currently purchasing from SHI. We will announce the availability of the contract and include information and instructions for obtaining pricing and placing orders. The announcement will be similar to the following and will be customized to include contact information, based on the customer entity.

NASPO ValuePoint
formerly WSCA-NASPO

shi

Did you hear the news?

NASPO ValuePoint has awarded SHI with a contract for Software & Services

Public agencies across The United States can now take advantage of our exclusive discounts with a variety of software publishers and IT service providers. Protect your money, time and data with our state-of-the-art bundled solutions. Below are our top software partners, with many hundreds more to choose from.

Microsoft ORACLE IBM Premier Business Partner

vmware Adobe redhat.

Symantec intel Security CITRIX

Many Powerful Solutions. One Innovative Solutions Provider.

Contact your SHI Account Team for more information on NASPO ValuePoint or to request a quote:

Account Executive

Email: XXX@shi.com |Office: XXX-XXX-XXXX | Fax: XXX-XXX-XXXX

SHI International Corp. www.publicsector.shidirect.com | 888-744-4084

Online Contract Information—SHI will post informational documents on the SHI.COM home pages for Participating States. The documents will include general information about the NASPO ValuePoint SVAR Contract, as well as specific information regarding any relevant details of the contract—including how to make purchases and where to obtain support.

Newsletter— SHI creates a number of very informative newsletters that we send to our customers each month. They contain information regarding important contract dates, product releases or changes, Q&A, upcoming events, etc. Thousands of customers across the country currently receive this newsletter from us. We will be pleased to make these communications available to all interested SVAR contract users.

SHI Blogs— Featuring proprietary information and original content, the SHI Blog helps IT and Procurement professionals cut through IT's marketing fluff to validate how technology is evaluated, selected, deployed and maintained in real-world scenarios. The SHI Blog is authored by SHI subject matter experts who directly support and answer the questions of SHI's 18,000+ corporate, academic and government clients around the globe. Because SHI does not – and will not – accept any funding for content appearing in The SHI Blog, we retain complete editorial control. Feel free to subscribe to and read our most current blogs here: http://blog.shi.com/



Marketing Pieces—SHI creates hundreds of marketing pieces for our major manufacturer partners. These are made available to customers through a number of avenues – in-person meetings, trade shows, email delivery, mail-outs, etc. The marketing pieces will include those that we receive from the manufacturers, those that SHI creates for a general audience, and those that SHI creates specific to a contract, such as NASPO ValuePoint.

In addition to training on how to best use the product, SHI also makes software product training available to our customers. With regard to product training, SHI partners with companies that specialize in application training. SHI will work with each Participating State to develop a complete offer that meets their needs, from end user training to programs designed for IT representatives. The following training options are available as a fee-based service:

- Classroom Style Training—off-site from the customer. This is designed to meet the customer's needs when only a small number of representatives need to receive the training.
- On-site Training—a good option for those applications that are used by a large number of users.
- Computer-based Training—including training books and educational CDs.

2.4 Software Advisement

SHI Response:

SHI's Licensing Department is staffed with manufacturer-dedicated and certified experts who assist our Account Executives in recommending and supporting the volume license programs that most effectively suit your organizations' requirements. SHI completes an analysis of your existing environment and future desired state to present the licensing options available to you and the savings realized by executing the identified program.

We provide dedicated staff for all of our major partners – **including each of the SVAR Key Itemized publishers**, and many more, including but not limited to the following:

Software Publisher	Authorization & Support
Adobe	**Authorized Licensing Center (ranked #2)** **Platinum Partner** **7 Dedicated Sales & Licensing Specialists** **1 Team Manager**
ArcServe	**Large Account Reseller (ranked #3)** **1 Sales & Licensing Specialist**
Attachmate	**National Reseller (ranked #1)** **1 Dedicated Sales & Licensing Specialist**
Autodesk	**Volume Channel Partner - 2014 Volume Partner of the Year** **1 Dedicated Sales & Licensing Specialist**
Barracuda	**Diamond Level Partner** **1 Security Sales & Licensing Specialist**

BMC	Premier Partner 1 Sales & Licensing Specialist
Box	Platinum Partner (ranked #1) 1 Sales & Licensing Specialist
Check Point	Two Star Elite Partner 1 Security Sales & Licensing Specialist
Citrix	Citrix Enterprise Licensing Partner (ranked #3) LAR of the Year -2014 2 Dedicated Sales & Licensing Specialist (NJ & TX) 1 Technical Resource - Mobility
Commvault	Platinum Velocity Partner (ranked #3) 1 Dedicated Sales & Licensing Specialist 1 Technical Resource —ESG
CA	LAR-Platinum Partner (ranked #3) Partner of the Year - 2014 1 Sales & Licensing Specialist
Corel	Platinum Partner (ranked #1) 2 Emerging Partner Specialists
ESET	DMR Partner (ranked #2) 1 Sales & Licensing Specialist
Google	Premiere Partner 1 Dedicated Sales & Licensing Specialist
IBM	Premier Business Partner (ranked #2) 2 Dedicated Sales & Licensing Specialist, 1 Business Development Manager 6 Operations Support
Kaspersky	Platinum Partner (ranked #2)

	National Partner of the Year 2014 1 Security Software & Licensing Specialist
LANDesk	National Sales Partner - Premier (ranked #3) Americas NSP Partner of the Year - 2013 2 Emerging Partner Specialists
McAfee (Intel Security)	Authorized Reseller (ranked #1) Corporate Reseller of the Year - 2014 1 Dedicated Sales & Licensing Specialist 1 Business Development Manager 1 Technical Resource - ESG
Microsoft	LSP & EDA (ranked #1) Gold Competency Team of 70+ Dedicated Licensing & Ops Specialists, Software Assurance Benefits Administrators, and Product Champions 12 time winner of MLGP Operational Excellence Several Technical Resources - ESG
LogRhythm	Partner 1 Sales & Licensing Specialist
Net IQ	Authorized Reseller (ranked #1) 1 Dedicated Sales & Licensing Specialist
Novell	National Partner (ranked #1) 1 Dedicated Sales & Licensing Specialists
Nuance	Managed Partner (ranked #2) 2 Emerging Partner Specialists
Open Text	Corporate Reseller Partner (ranked #1) 2 Emerging Partner Specialists

Oracle	Oracle Global Platinum Partner 1 Sales & Licensing Specialist 2 SW Technical Sales Representatives 1 HW Technical Sales Representative
Proofpoint	**Platinum Partner (ranked #3)** **1 Sales & Licensing Specialist**
RedHat	**Red Hat Ready Partner (Ranked #1)** **High Volume Partner of the Year - 2013** **1 Dedicated Sales & Licensing Specialist**
RSA	**Signature Level Partner (ranked #3)** **1 Security Sales & Licensing Specialist**
SAP/Business Objects	Silver Partner **1 Sales & Licensing Specialist**
SolarWinds	Partner **1 Sales & Licensing Specialist**
Sophos	Platinum Partner (ranked #1) Sophos Partner of the Year - (2011 - 2014) 1 Dedicated Sales & Licensing Specialist (TX), 1 Business Development Manager, 1 Security Sales & Licensing Specialist
Symantec	**Platinum Partner** **1 Team Manager** **7 Dedicated Sales & Licensing Specialists, 1 Operations Specialist** **2 Technical Sales Support** **2 Business Development Managers**
Tenable	Tier 1 Platinum Partner (Ranked #1) 1 Security Sales & Licensing Specialist

Trend Micro	**National Channel Partner (Ranked #2)** **1 Security Sales & Licensing Specialist**
Veeam	**Platinum Pro Partner (ranked #3)** **1 Sales & Licensing Specialist**
VMWare	**Corporate Reseller** **1 Dedicated Sales & Licensing Specialist** **1 Presales Storage Solutions Architect**
WebSense	**Platinum DMR** **1 Dedicated Sales Specialist**

Enhanced Support for Other Itemized Publishers, and Many More—SHI has a diverse partner ecosystem, supporting over 15,000 unique publishers today. The following logos illustrate only a handful of the fully managed or emerging partners within SHI's partner network. SHI has invested substantially in both Pre and Post Sales resources to better service its customers and their long term needs as they Address, Acquire, and Adopt their software solutions.

"Top Emerging Partners"

...with thousands of other technology solutions sold



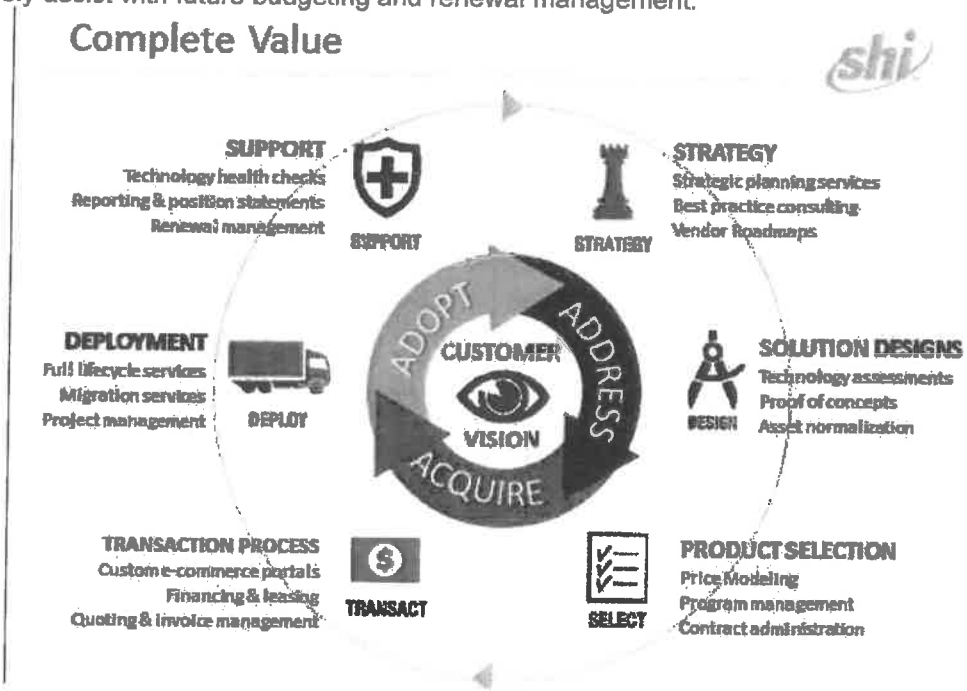
2.5 Other (specify)

SHI Response:

SHI offers a wide range of value-added services to help you get the most value out of your software spend. Many of these services are available to our customers at no cost, and for customers who wish to take advantage of enhanced service levels, we do offer fee-based services as well. Throughout this proposal, we have described many types of services that we will make available to NASPO ValuePoint and to each Participating State. In addition, we would like to highlight a few additional services which our customers find especially valuable.

To understand the types of value-added services that SHI offers, it is helpful to envision our Address, Acquire, Adopt model, which is built around the visions of our customers (see graphic below). We understand that in order to fulfill their missions, customers need to move through each phase of the process and to receive the support they need at each stage along the way. Following are some examples of the services (both free and fee-based) that SHI offers at each stage:

- **Strategy:** To assist in developing a strategy, SHI offers our customers strategic planning services and access to the technology roadmaps they need to plan for the future.
- **Solution Design:** SHI's in-house Solutions team offers a variety of assessments to help customers understand their baseline, as well as proof of concepts for technology advancements.
- **Product Selection:** This phase is about so much more than selecting the right product. SHI also helps with identifying the best buying program and procurement timing, as well as software volume license agreement implementation and administration.
- **Transaction:** SHI is well-known for our flexibility and efficiency in conducting transactions for our customers. We offer customized quoting, invoicing, financing, and e-Commerce options to simplify the buying process for our customers.
- **Deployment:** Beyond just delivering the software, SHI welcomes the opportunity to assist our customers with project management and implementation services.
- **Support:** SHI conducts regular reviews with our customers to ensure that their technology is working as expected in their environment. We also provide reporting and licensing position statements, and we proactively assist with future budgeting and renewal management.



At the core of our Address, Acquire, Adopt methodology is SHI's ability to listen to our customers' needs and to propose solutions that address those needs, and help customers achieve their vision. The value-added services that we offer take on many forms, and they continue to evolve along with our customers' changing needs. SHI delivers services through our own resources, as well as through our extensive partner network.

Under the current NASPO ValuePoint SVAR contract, SHI's Account Executives work closely with their customers to understand their vision and to ensure that we are providing the right mix of products, services, and solutions for their organization. We are committed to continuing to partner with our customers in this way throughout the term of the new contract. We provide additional detail around our value-added services within the Methodology attachment of this proposal (Attachment B) as well.

3. Clients

3.1 Provide information on Offeror's current government client list.

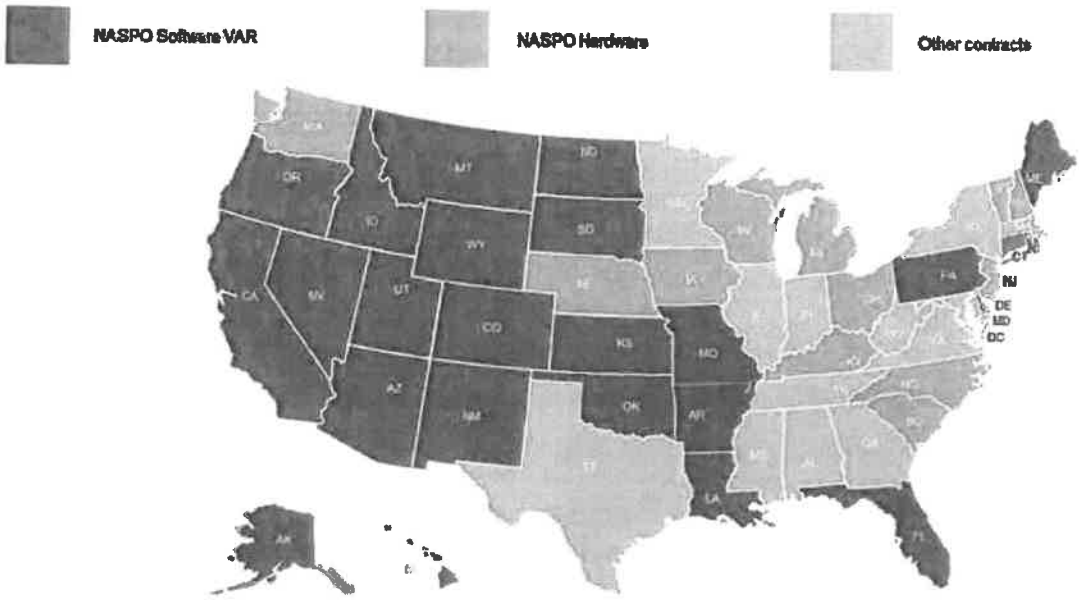
SHI Response:

SHI has had the privilege to administer statewide software contracts for over 20 years, and we now hold IT contracts across all 50 states. The number of government clients we work with is in the thousands, from local government entities, to state government departments and agencies, to educational institutions, to public sector healthcare organizations.

Here are a few statistics which demonstrate our enthusiasm for and commitment to this customer segment:

- SHI's Public Sector sales overall 2014 revenue was $1.3B, representing over 24% growth from 2013.
- SHI has 88 Field Account Executives supporting State & Local Government and Education customers throughout the U.S.
- SHI's Small-Medium SLED team, based in our New Jersey office, supports our smaller and remote customers with additional 132 Inside Account Executives helping K-12 schools and local government agencies.
- SHI has 94 Inside Account Managers who partner with our Field Account Executives and assist customers with their day to day quoting and ordering needs

With regard to the current NASPO ValuePoint SVAR contract in particular, SHI is proud to hold Participating Addenda in each of the following states:



SHI will continue to invest in our support for the government and education markets. We are uniquely positioned to help you to address, acquire and adopt the products and solutions you need to fulfill your business needs.

SHI provides additional details regarding our government customers within our response to section 3.1.2 below.

3.1.1 Explain the services provided to each and how long Offeror has been working with each.

SHI Response:

As described above, SHI's government contracts number in the thousands. Our contracts include statewide contracts for software and licensing, hardware, asset management, end user services, lifecycle services, staff augmentation, and others. Our first statewide contract was with the State of Texas, signed in 1994, and some of our relationships with state government customers date back to 1991. While it does not represent a comprehensive list, within our response to section 3.1.2 below, we are providing a representative list of our public sector customers and the products or services that we provide to each.

3.1.2 List government contracts Offeror has gained over the past three (3) years. Provide an explanation of why Offeror was chosen.

SHI Response:

The following table lists contracts won or renewed/extended over the past three years. These contracts were originally awarded based on SHI's response to the customers' formal requests for proposal. While award criteria will vary, typically these are awarded based on SHI's quality of service, our comprehensive service and support plan, and our aggressive pricing proposal. Customers renew their contracts with SHI because we deliver high quality service throughout the term of our agreement.

State	Customer	Contract Name	Manufacturers
AK	State of Alaska	NASPO ValuePoint - Computer Equipment (EMC)	EMC
AK	State of Alaska	NASPO ValuePoint - Computer Equipment (HP)	HP
AK	State of Alaska	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
AK	State of Alaska	NASPO ValuePoint - DataComm (F5)	F5 Networks
AK	State of Alaska	NASPO ValuePoint - Software VAR	All manufacturers
AL	Alabama Joint Purchasing Program (AJP)	AJP Adobe	Adobe
AL	Alabama Joint Purchasing Program (AJP)	AJP Lenovo	Lenovo
AL	Alabama Joint Purchasing Program (AJP)	AJP Microsoft	Microsoft
AL	State of Alabama	Software, Personal Computer Contract	Adobe
AL	State of Alabama	Software, Personal Computer Contract	McAfee
AL	State of Alabama	Software, Personal Computer Contract	VMware
AL	State of Alabama	Software, Personal Computer Contract	Symantec
AL	State of Alabama	Software, Personal Computer Contract	Microsoft
AL	State of Alabama	Software, Personal Computer Contract	Nuance
AL	State of Alabama	Software, Personal Computer Contract	Microsoft
AL	State of Alabama	Software, Personal Computer Contract	Attachmate
AR	State of Arkansas	APC Network Infrastructure Solutions	APC
AR	State of Arkansas	NASPO ValuePoint - Computer Equipment (HP)	HP
AR	State of Arkansas	NASPO ValuePoint - Computer Equipment (NetApp)	NetApp
AR	State of Arkansas	NASPO ValuePoint - Software VAR	All manufacturers EXCEPT Adobe, Computer Associates, Corel, IBM, McAfee, Microsoft, Oracle, Symantec, Trend Micro
AR	State of Arkansas	State - Software LAR	Adobe, CA, Corel, IBM, McAfee, Microsoft, Oracle, Symantec, Trend Micro
AR	State of Arkansas	Wide Area Networking (WAN)	Cisco
AZ	State of Arizona	NASPO ValuePoint - Computer Equipment (EMC)	EMC
AZ	State of Arizona	NASPO ValuePoint - Computer Equipment (HP)	HP
AZ	State of Arizona	NASPO ValuePoint - Software VAR	All manufacturers
CA	County of Santa Clara	County of Santa Clara COTS	All manufacturers
CA	County of Santa Clara	County of Santa Clara Peripherals	All manufacturers
CA	State of California	DGS Target Based De-Duplication	NetApp
CA	State of California	NASPO ValuePoint - Computer Equipment (HP)	HP
CA	State of California	NASPO ValuePoint - Software VAR	All manufacturers
CA	State Compensation Insurance Fund	SCIF Dell Hardware and Peripherals	Dell
CA	State of California	SLP - Adobe	Adobe
CA	State of California	SLP - Attachmate	Attachmate
CA	State of California	SLP - CommVault	CommVault
CA	State of California	SLP - Microsoft Academic Select	Microsoft
CA	State of California	SLP - Microsoft Government Select	Microsoft

CA	State of California	SLP - Novell	Novell
CA	State of California	SLP - Symantec	Symantec
CA	State of California	SLP - Trend Micro	Trend Micro
CA	State of California	SLP - VMware	VMware
CO	State of Colorado	NASPO ValuePoint - Computer Equipment (HP)	HP
CO	State of Colorado	NASPO ValuePoint - Software VAR	All manufacturers
CO	State of Colorado	NCPA - Dell	Dell
CT	State of Connecticut	NASPO ValuePoint - Software VAR	All manufacturers
CT	Town of Bloomfield, CT	NASPO ValuePoint - Software VAR	All manufacturers
DE	State of Delaware	NASPO ValuePoint - Computer Equipment (HP)	HP
DE	State of Delaware	NASPO ValuePoint - Software VAR	All manufacturers
FL	State of Florida	Commercial Off-the-Shelf (COTS) Software	All manufacturers
FL	State of Florida	Microsoft License, Maintenance & Services	Microsoft
FL	State of Florida	NASPO ValuePoint - Computer Equipment (EMC)	EMC
FL	State of Florida	NASPO ValuePoint - Computer Equipment (HP)	HP
FL	State of Florida	NASPO ValuePoint - Computer Equipment (Lenovo)	Lenovo
FL	State of Florida	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
FL	State of Florida	NASPO ValuePoint - Computer Equipment (NetApp)	NetApp
FL	State of Florida	NASPO ValuePoint - Computer Equipment (Pure Storage)	Pure Storage
FL	State of Florida	NASPO ValuePoint - DataComm (Brocade)	Brocade
FL	State of Florida	NASPO ValuePoint - DataComm (Cisco)	Cisco
FL	State of Florida	NASPO ValuePoint - Software VAR	All manufacturers
GA	Georgia Board of Regents	GA BOR VMware	VMware
GA	State of Georgia	Networking Equipment & IT Infrastructure Products	Aerohive
GA	State of Georgia	Networking Equipment & IT Infrastructure Products	Meru
GA	State of Georgia	PC Hardware, Related Equipment and Services	HP
GA	State of Georgia	Software and Services	All manufacturers
HI	State of Hawaii	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
HI	State of Hawaii	NASPO ValuePoint - Software VAR	All manufacturers
IA	State of Iowa	NASPO ValuePoint - DataComm (F5)	F5 Networks
ID	State of Idaho	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
ID	State of Idaho	NASPO ValuePoint - Software VAR	All manufacturers
IL	State of Illinois	Adobe Products Statewide Master	Adobe
IN	Big Ten Purchasing Consortium (CICPC)	EndPoint Security Software	Symantec
KS	State of Kansas	Cloud Msg & Collaboration	Microsoft
KS	State of Kansas	IT Security Products & Services	CheckPoint, McAfee, Symantec, RSA
KS	State of Kansas	NASPO ValuePoint - Computer Equipment (Lenovo)	Lenovo
KS	State of Kansas	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
KS	State of Kansas	NASPO ValuePoint - Software VAR	All manufacturers
KY	Commonwealth of	Enterprise IT Software Reseller	All manufacturers

	Kentucky		
KY	State of Kentucky	KETS Instructional Device (Microsoft)	Microsoft
KY	State of Kentucky	NASPO ValuePoint - Computer Equipment (HP)	HP
KY	State of Kentucky	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
KY	State of Kentucky	NASPO ValuePoint - DataComm (Cisco)	Cisco
LA	State of Louisiana	NASPO ValuePoint - Computer Equipment (Pure Storage)	Pure Storage
LA	State of Louisiana	Tripp Lite Computer Peripherals	Tripp Lite
MA	State of Massachusetts	ITC47 - Hardware and Services	Acer, Samsung, Dell, HP, Lenovo, Cisco, EMC, IBM, NetApp
MA	State of Massachusetts	ITS58 Software Reseller	All manufacturers EXCEPT Microsoft
MD	State of Maryland	Commercial Off the Shelf Software (COTS 2012)	See list of manufacturers at website
MD	State of Maryland	Consulting and Technical Services+ (CATS+)	All manufacturers
MD	State of Maryland	Desktop, Laptop and Tablet	Dell, Lenovo, HP, Fujitsu, Panasonic, Apple, Belkin, CODi, Ergotron, Kingston, Plantronics, Premier Mounts, C2G, NEC, Planar Systems, Sharp, Viewsonic, Microsoft
MD	State of Maryland	Hardware 2012	See list of manufacturers at website
MD	State of Maryland	Microsoft Software & Services Large Account Reseller	Microsoft
MD	Maryland Judiciary	MJUD COTS Software Master	All manufacturers except Microsoft and Novell
MD	Maryland Judiciary	MJUD Hardware and Associated Equipment and Services	All manufacturers
ME	State of Maine	NASPO ValuePoint - Computer Equipment (HP)	HP
ME	State of Maine	NASPO ValuePoint - Software VAR	All manufacturers
MI	State of Michigan	NASPO ValuePoint - DataComm (Cisco)	Cisco
MN	State of Minnesota	Computers: Enterprise Hardware, Software and Services	See price lists attached
MO	State of Missouri	NASPO ValuePoint - Computer Equipment (NetApp)	NetApp
MO	State of Missouri	NASPO ValuePoint - DataComm (Cisco)	Cisco
MO	State of Missouri	NASPO ValuePoint - Software VAR	All manufacturers
MS	State of Mississippi	IT Hardware EPL	Acer, Aerohive, Alcatel-Lucent, Aruba Networks, BenQ, Boxlight, Brother, Chief, Eiki International, EMC, Fujitsu, Howard, HP, Juniper, Lenovo, NEC, Nimble, Oki Data, Panasonic, Ricoh, Samsung, Sharp, Tegile, Tripp Lite, Unitrends, Viewsonic
MS	State of Mississippi	Software EPL	Adobe CLP/TLP, Attachmate, Autodesk, Citrix, Corel, CA, EMC, IBM Passport Agreement, McAfee, Novell, Open Text, Quest, SAP, Sophos, Symantec, Trend Micro, VMware
MS	State of Mississippi	State of Mississippi Microsoft Contract	Microsoft
MT	State of Montana	NASPO ValuePoint - Computer Equipment (HP)	HP
MT	State of Montana	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft

MT	State of Montana	NASPO ValuePoint - DataComm (Dell)	Dell
MT	State of Montana	NASPO ValuePoint - DataComm (EMC)	EMC
MT	State of Montana	NASPO ValuePoint - DataComm (F5)	F5 Networks
MT	State of Montana	NASPO ValuePoint - Software VAR	All manufacturers
MT	State of Montana	NCPA - Dell	Dell
National	National	Buyboard	All manufacturers
National	National	E&I Cooperative	All manufacturers
National	National	MHEC - VMware	VMware
National	National	NCPA - Lenovo	Lenovo
National	National	PACE	All manufacturers
National	National	PEPPM 2015 (Alcatel Lucent)	Alcatel Lucent
National	National	PEPPM 2015 (Lexmark)	Lexmark
National	National	PEPPM 2015 (Panasonic)	Panasonic
National	National	PEPPM 2015 (Synnex)	Axiom, Chief, Da-Lite, Dell, Higher Ground, HP Printers, HP Computers, HP Servers, Lifesize, Microsoft Surface, RedHat, Samsung
National	National	TIPS - Computers, Equipment, Components and Peripherals	All manufacturers
National	National	TIPS - Copiers, Faxes and Multifunction Machines	All manufacturers
National	National	TIPS - Networking Equipment, Software and Services	All manufacturers
National	National	TIPS - Software	All manufacturers
NC	State of North Carolina	EndPoint Security Software	McAfee, Symantec
NC	USETPA	LAN-WAN Security	Aerohive, Cisco, Dell, Microsoft, Nicus Software, VMware, Xirrus
NC	USETPA	LAN-WAN Security	Lenovo
NC	USETPA	LAN-WAN Security / End User Devices (Synnex)	Acer, HP, Microsoft, Samsung, Ctera, Google, Fortinet, StorageCraft, Tripp Lite, Belkin, Black Box, West Penn Wire, Xerox, Sagemcom, Plantronics, Toshiba, Epson
NC	North Carolina Dept. of Public Instruction (NCDPI)	LEA WiFi	Cisco
NC	State of North Carolina	Mass Storage	Appsense, EMC, Nimble, Nutanix, Symantec, Tintri
NC	State of North Carolina	Microcomputers and Peripheral Components	Lenovo, Samsung
NC	State of North Carolina	Microsoft Software Products	Microsoft
NC	Mecklenburg County	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
NC	State of North Carolina	Novell Software and Maintenance Products	Novell
NC	State of North Carolina	Printer and Peripheral Components	HP
NC	State of North Carolina	Printer and Peripheral Components	Brother
NC	State of North Carolina	Printer and Peripheral Components	Samsung
NC	State of North Carolina	Ruggedized Mobile Computing Devices	Getac
NC	State of North Carolina	VMware Software Products and Maintenance	VMware
ND	State of North Dakota	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
NE	State of Nebraska	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft

NE	State of Nebraska	NASPO ValuePoint - Computer Equipment (NetApp)	NetApp
NH	State of New Hampshire	Computer Software - Reseller	All manufacturers
NH	State of New Hampshire	NASPO ValuePoint - DataComm (Cisco)	Cisco
NJ	State of New Jersey	ITS58 Software Reseller	All manufacturers EXCEPT Microsoft
NJ	State of New Jersey	NASPO ValuePoint - Computer Equipment (HP)	HP
NJ	State of New Jersey	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
NJ	State of New Jersey	NASPO ValuePoint - Computer Equipment (NetApp)	NetApp
NJ	State of New Jersey	NASPO ValuePoint - DataComm (Brocade)	Brocade
NJ	State of New Jersey	NASPO ValuePoint - DataComm (F5)	F5 Networks
NJ	Port Authority of NY & NJ	NASPO ValuePoint - Software VAR	All manufacturers
NM	State of New Mexico	NASPO ValuePoint - Software VAR	All manufacturers
NM	State of New Mexico	NCPA - Dell	Dell
NV	State of Nevada	NASPO ValuePoint - Software VAR	All manufacturers
NY	State of New York	Enterprise Systems (HP)	HP
NY	State of New York	Microcomputer System and Related Services (HP)	HP
NY	State of New York	Microcomputer System and Related Services (Lenovo)	Lenovo
NY	State of New York	Microcomputer System and Related Services (Toshiba)	Toshiba
NY	State of New York	Miscellaneous Software	All manufacturers EXCEPT those in the attached.
NY	State of New York	Office Equipment (Oki Data)	Oki Data
NY	State of New York	Power Protection Equipment (APC)	APC
NY	State of New York	Power Protection Equipment (Tripp Lite)	Tripp Lite
NY	State of New York	Printing and Imaging Equipment (Oki Data)	Oki Data
NY	State of New York	Printing and Imaging Equipment (Samsung)	Samsung
NY	State of New York	Printing and Imaging Equipment (Xerox)	Xerox
NY	State of New York	Software (CA)	CA
NY	State of New York	Software and Related Services (Novell)	Novell
NY	State of New York	Systems and Peripherals (Storage) (EMC)	EMC
NY	State of New York	Systems and Peripherals (Storage) (HP)	HP
OH	State of Ohio	Computer Hardware, Software and IT Services	Citrix, Extreme Networks, Fujitsu, Infoblox, Intermec, Juniper, McAfee, NEC, NetScout, Nuance, Polycom, Riverbed, SAP, Tibco, Palo Alto
OH	State of Ohio	Microsoft LAR	Microsoft
OH	State of Ohio	NASPO ValuePoint - Computer Equipment (HP)	HP
OK	City of Oklahoma City	Computers, Software and Related Supplies/Services	All manufacturers
OK	State of Oklahoma	Desktop Software and Services	Microsoft, Adobe, SAP
OK	State of Oklahoma	NASPO ValuePoint - Computer Equipment (HP)	HP
OK	State of Oklahoma	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
OK	State of Oklahoma	NASPO ValuePoint - Software VAR	All manufacturers
OK	City of Oklahoma City	Office Printers and Related Supplies & Services	All manufacturers
OR	State of Oregon	NASPO ValuePoint - Software VAR	All manufacturers

PA	State of Pennsylvania	COSTARS-3 IT Hardware	Acer, APC, Belkin, Cisco, Dell, EMC, Fujitsu, HP, Intel, Jabra, Lenovo, Nimble, Unitrends, ViewSonic
PA	State of Pennsylvania	COSTARS-6 Software	Adobe, Attachmate, Blue Open Text, CA, Citrix, CommVault, Corel, Dell, IBM, Kaspersky, McAfee, Microsoft, NetIQ, Novell, Nuance, Open Text, Quest, RSA, Solarwinds, Sophos, Symantec, Tenable, Trend Micro, Viewfinity, VMware, Websense
PA	City of Philadelphia	NASPO ValuePoint - Software VAR	All manufacturers
PA	County of Berks	NASPO ValuePoint - Software VAR	All manufacturers
RI	State of Rhode Island	ITS58 Software Reseller	All manufacturers EXCEPT Microsoft
SC	State of South Carolina	Aerohive Network Hardware	Aerohive
SC	State of South Carolina	Cisco Network Hardware	Cisco
SC	State of South Carolina	Document Security Software	Win Magic
SC	State of South Carolina	EMC SAN Equipment, Software and Services	EMC
SC	State of South Carolina	FileMaker Software	FileMaker
SC	State of South Carolina	HP Network Equipment	HP
SC	State of South Carolina	Microsoft EES Software	Microsoft
SC	State of South Carolina	NASPO ValuePoint - Computer Equipment (HP)	HP
SC	State of South Carolina	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
SC	State of South Carolina	NASPO ValuePoint - DataComm (Brocade)	Brocade
SC	State of South Carolina	Privilege User and Identity Software and Hardware	Dell
SC	State of South Carolina	QualysGuard Security Products	QualysGuard
SC	State of South Carolina	Rapid7 Security Products	Rapid7
SC	State of South Carolina	Tenable Security Software	Tenable
SD	State of South Dakota	Computer Peripherals (Misc)	Select manufacturers only
SD	State of South Dakota	NASPO ValuePoint - Software VAR	All manufacturers
TN	State of Tennessee	Multi-Manufacturer Software	Microsoft Academic, Adobe, Toad for Oracle
TX	State of Texas	Buyboard	All manufacturers
TX	State of Texas	Choice Partners: Infrastructure as a Service (IaaS)	SHI
TX	State of Texas	Choice Partners: Technology Products & Services	All manufacturers
TX	State of Texas	DIR-SDD-1834 Healthcare IT	ABT Global, Apple, Barco, Ergotron, Good Technology, HP Health, Motorola, NDS Surgical Imaging, Rubbermaid Medical Solutions, Services, Symantec
TX	State of Texas	DIR-SDD-1880 CSI Leasing	CSI Leasing
TX	State of Texas	DIR-SDD-1922 Managed Services	Services
TX	State of Texas	DIR-SDD-1940 CA Software	CA
TX	State of Texas	DIR-SDD-1951 Dell Products	Dell

TX	State of Texas	DIR-SDD-2018 Conferencing Equipment	Cisco, Logitech, Polycom, Ergotron, AverMedia
TX	State of Texas	DIR-SDD-2030 Lenovo Products	Lenovo
TX	State of Texas	DIR-SDD-2133 Encryptics Products	Encryptics
TX	State of Texas	DIR-SDD-2188 IT Security	See price list attached
TX	State of Texas	DIR-SDD-2500 Miscellaneous Software	See price list attached
TX	State of Texas	DIR-SDD-2503 Microsoft, Novell	Microsoft, Novell
TX	State of Texas	DIR-SDD-2504 Adobe Products	Adobe
TX	State of Texas	DIR-TSO-2538 HP Products	HP
TX	State of Texas	DIR-TSO-2542 Cisco Products	Cisco
TX	State of Texas	DIR-TSO-2634 EMC System Peripherals	EMC
TX	State of Texas	DIR-TSO-2636 NetApp Products	NetApp
TX	State of Texas	DIR-TSO-2656 Barracuda Data Communications	Barracuda
TX	State of Texas	DIR-TSO-2823 Data Storage	Brocade, Buffalo Technology, Emulex, Hitachi, Nexsan, Nimble Storage, Overland Storage, Qlogic, Violin
TX	State of Texas	DIR-TSO-3021 Barracuda Data Storage	Barracuda
TX	State of Texas	DIR-TSO-3039 Oki Data Products	Oki Data
TX	State of Texas	DIR-TSO-3043 Xerox Products	Xerox
TX	State of Texas	DIR-TSO-3102 Brother Products	Brother
TX	Health and Human Services Commission (HHSC)	Hardware Acquisition and Leasing	Dell
TX	Health and Human Services Commission (HHSC)	Seat Management Services	SHI
UT	State of Utah	Computers - PC Store	All manufacturers
UT	State of Utah	NASPO ValuePoint - Computer Equipment (EMC)	EMC
UT	State of Utah	NASPO ValuePoint - Computer Equipment (HP)	HP
UT	State of Utah	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
UT	State of Utah	NASPO ValuePoint - DataComm (F5)	F5 Networks
UT	State of Utah	NASPO ValuePoint - Software VAR	All manufacturers
VA	State of Virginia	Desktop Productivity Software	See price list
VA	State of Virginia	Microsoft Large Account Reseller	Microsoft

VA	Fairfax County Water Authority	Microsoft Large Account Reseller	Microsoft
VA	State of Virginia	PC Devices & Peripherals	HP, Lenovo, Microsoft, Panasonic, Samsung
VA	College of William & Mary	VASCUPP EMC Products & Maintenance	EMC
VA	Virginia Tech	Virginia Tech Microsoft Campus Agreement	Microsoft
VT	State of Vermont	ITS58 Software Reseller	All manufacturers EXCEPT Microsoft
VT	State of Vermont	NASPO ValuePoint - Computer Equipment (HP)	HP
WA	State of Washington	Cisco Products and Services	Cisco
WA	State of Washington	NASPO ValuePoint - Computer Equipment (HP)	HP
WA	State of Washington	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
WA	State of Washington	NASPO ValuePoint - DataComm (Cisco)	Cisco
WA	State of Washington	NASPO ValuePoint - DataComm (F5)	F5 Networks
WI	State of Wisconsin	Desktop Symantec Endpoint Protection Software and Maintenance	Symantec
WI	State of Wisconsin	NASPO ValuePoint - Computer Equipment (HP)	HP
WI	State of Wisconsin	NASPO ValuePoint - Computer Equipment (NetApp)	NetApp
WI	State of Wisconsin	VAR Software, Support and Maintenance	All manufacturers
WV	State of West Virginia	Large Account Reseller for Microsoft	Microsoft
WY	State of Wyoming	NASPO ValuePoint - Computer Equipment (HP)	HP
WY	State of Wyoming	NASPO ValuePoint - Software VAR	All manufacturers

3.1.3 **List government contracts Offeror has lost or resigned over the past three (3) years. Provide an explanation of why they were lost or resigned.**

SHI Response:

SHI is proud of our record of success with our customers. We have never had a contract terminated by a customer, nor has SHI ever failed to deliver under a contract.

3.2 **If Offeror has no government clients, note this in your response and answer questions 3.1.1 through 3.1.3 based on non-government clients.**

N/A – SHI has many government clients, as detailed above.

3.3 **References – Provide information for three (3) client references that replicate or are similar to the requirements of this solicitation. All references shall be for engagements received and completed within the last five (5) years. The State may, at its sole discretion, contact additional clients not presented as references. Reference information is to be provided using the following table format:**

SHI Response:

SHI is pleased to provide NASPO ValuePoint with client references that replicate the requirements of this solicitation. We hold many such statewide software contracts across the country. Therefore, we are providing more than 3 references. For your convenience, we are separating them into two groups: references from customers that SHI works with now under the current NASPO ValuePoint SVAR contract, and references from customers that SHI works with now under other statewide software contracts. The State / NASPO ValuePoint are welcome to contact any or all of the below references, as well as additional clients not presented as references.

Current NASPO ValuePoint SVAR References:

Reference Information	Client One	Client Two	Client Three
Company Name	State of Montana	State of Alaska	State of Kansas – Department of Administration
Type of Contract Product and Services Delivered	WSCA/NASPO ValuePoint SVAR Participating Addendum	WSCA/NASPO ValuePoint SVAR Participating Addendum	WSCA/NASPO ValuePoint All Software
Contact Name, Mailing Address, Phone Number, Email Address	Dale Stout Montana State Information Technology Services Division Software Contracts Specialist 125 N. ROBERTS P.O. BOX 200113 HELENA, MT 59620-0113 406-444-0182 dstout@mt.gov	Jason Grove Department of Administration, Division of General Services Contracting Officer PO Box 110210 Juneau, AK 99811-0210 907-465-5679 Jason.grove@alaska.gov	Neal Farron 900 SW Jackson, 451S Topeka, KS 66612 785-296-3122 Neal.Farron@da.ks.gov
Contract Start and End Date	November 2011 - Present	February 2013 - Present	June 3, 2011 – June 2, 2016
Contract Value	$8,000,000 / year	$8,000,000 / year	$46,264,609

Reference Information	Client Four	Client Five	Client Six
Company Name	State of Oklahoma – Office of Management and Enterprise Services	State of Missouri – Office of Administration, Information Technology Services Division	State of Arkansas – Office of State Procurement
Type of Contract Product and Services Delivered	WSCA/NASPO ValuePoint Software, plus another software contract for Microsoft, Adobe & SAP	WSCA/NASPO ValuePoint Software	WSCA/NASPO ValuePoint Software, plus another Software LAR contract for Adobe, CA, Corel, IBM, McAfee, Microsoft, Oracle, Symantec, Trend Micro
Contact Name, Mailing Address, Phone Number, Email Address	Jennifer McCaulla 5005 N. Lincoln Blvd. Suite 200 Oklahoma City, OK 73105 405-521-4772 Jennifer.mccaulla@omes.ok.gov	Russ Craighead 301 West High Street, Room 270 Jefferson City, MO 65102 573-522-1154 Russ.Craighead@oa.mo.gov	Jaime Motley 1509 West 7th Street, 3rd Floor Little Rock, AR 72201 501-371-6065 Jaime.Motley@dfa.arkansas.gov

Contract Start and End Date	NASPO SVAR: June 5, 2014 – June 2, 2016 Other software contract: July 26,2012 – July 25, 2017	January 1, 2011 – June 2, 2016	NASPO SVAR: August 27, 2012 – June 2, 2016 Other software contract: April 1, 2009 – May 1, 2016
Contract Value	NASPO SVAR: $4,487,386 Other software contract: $38,038,510	$3,764,557	NASPO SVAR: $14,292,905 Other software contract: $51,829,369

Reference Information	**Client Seven**	**Client Eight**
Company Name	Nevada State Purchasing Division *Letter of reference also follows	Arizona Legislative Council (currently, also ADOT and Child Safety)
Type of Contract Product and Services Delivered	WSCA/NASPO ValuePoint SVAR Participating Addendum	WSCA/NASPO ValuePoint SVAR Participating Addendum
Contact Name, Mailing Address, Phone Number, Email Address	Marti Marsh 515 E. Musser St., Suite 300 Carson City, NV 89701 775-684-0180 mmarsh@admin.nv.gov	Steve West 1700 W. Washington Phoenix AZ 85007 602-690-4209 Swest@azleg.gov
Contract Start and End Date	June 3, 2011 – June 2, 2016	June 3, 2011 – June 2, 2016
Contract Value	$2,500,000 / year	Varying spend at multiple AZ agencies during contract term

References From Other Statewide Software Contracts:

Reference Information	Client Nine	Client Ten	Client Eleven
Company Name	Virginia Information Technologies Agency (VITA)	State of New Jersey	State of Alabama
Type of Contract Product and Services Delivered	SHI is our Microsoft Large Account Reseller, they also have other contracts for PC's/ peripherals and Desktop Software	Software Reseller and Related Services	Statewide Software contract covering Microsoft, Adobe, Attachmate, VMware, Symantec, McAfee and Nuance
Contact Name, Mailing Address, Phone Number, Email Address	Gregory Scearce VITA 11751 Meadowville Lane Chester VA 23836 804-416-6166 Gregory.Scearce@vita.virginia.gov	Lynne Gash Contract Administrator 2 NJ Office of Information Technology 33 West State Street, 8th Floor Trenton, NJ 08625-0230 (609) 777-4121 Lynne.Gash@oit.nj.gov	Mason L. Tanaka Acting Director, Information Services Division State of Alabama Folsom Administration Building 64 North Union Street, Suite 200 Montgomery, AL 36130 (334) 353-7192 Mason.Tanaka@isd.alabama.gov
Contract Start and End Date	LAR contract (10/17/13 – 10/16/19) PC/Peripheral Contract (03/31/14 – 03/30/19) and Desktop Software Contract (04/01/14 – 03/31/19)	9/1/15 – 6/30/20	11/1/12 – 6/30/17
Contract Value	Microsoft LAR Contract value for FY15 (July 1, 2014 – June 30, 2015) = $40,108,774 PC/Peripheral Contract value for FY15 = $2,302,689 Desktop Software Contract value for FY15 = $11,939,010	$70M	Approximately $17M / year

Below, we are including an additional Letter of Reference, which was provided by one of the current SVAR references listed above:

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

December 7, 2015

ADSPO – State Procurement Office
100 N. 15th Ave., Suite 201
Phoenix, AZ 85007

Reference for Bid Solicitation: ADSP016-00005829

The State of Nevada, Purchasing Division would like to submit this reference for SHI International Group.

We have been participating in this agreement with SHI since April, 2012 and in October, 2012 made the decision to single source our Microsoft Licensing Agreement to SHI as our designated channel partner. The knowledge possessed by the inside Microsoft Account team has been extremely helpful to all of our State agencies.

The customer service within SHI is first class; we are extremely pleased with their pricing, delivery and super-fast turnaround on quote requests. The timeliness in which SHI responds to our inquiries, requests for quotes or resolving customer issues is outstanding. The team is extremely knowledgeable and friendly. Our designated Account Manager is a delight to work with.

We are hopeful that our relationship with SHI will be able to continue through the next contract term.

Regards,

Marti Marsh

Marti Marsh
Purchasing Officer

4. Financial/Accounting Information and Disclosures

4.1 Offeror must provide evidence of financial stability and capability to fund all cost associated with providing the services through the term of the Contract. The latest two (2) years audited annual financial statement(s), including Total Revenue, Net Income, and Total Assets, must be submitted with the Offeror's Offer. If audited financial data is unavailable, explain in full the reason and provide latest non-audited financial information to include Balance Sheet, Income Statement, as well as, Statement of Cash flows and Change in Financial position. Include information to attest to the accuracy of the information provided.

SHI Response:

SHI is a privately owned, financially stable company that operates with no bank debt. In an economy when many companies are downsizing or even closing their doors, SHI remains financially sound and profitable. In fact, we continue to grow through expansion of our product and service offerings, increasing our regional offices, and growing our sales and internal support structure. With an expected $7 Billion in sales for 2015, you can rest assured that SHI will support your needs today and well into the future.

Please see attached for SHI's audited financial statements for the past 2 years (ATTACHMENT A_Qualifications_SHI_Audited Financial Statements.pdf).

4.2 Disclosures – Provide a statement for each item listed below:

4.2.1 Information regarding any irregularities that were discovered in any account maintained by the Offeror on behalf of others. Describe the circumstances and disposition of the irregularities.

SHI Response:

SHI does not maintain accounts on behalf of others. There have been no irregularities in any SHI accounts.

4.2.2 Full disclosure of any potential conflict of interest, i.e. serving as a member, board member, officer, or having significant financial interest with any company, firm or joint venture with interests in the provision of software.

SHI Response:

SHI does not have any conflicts of interest for this contract.

4.2.3 Whether or not, in the last ten (10) years, the Offeror has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details;

SHI Response:

No, SHI has never filed for bankruptcy or insolvency proceeding. SHI has not undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors.

4.2.4 **Whether or not there are any pending Securities Exchange Commission investigations involving the Offeror, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) may impair the Offeror's performance in a Contract under this RFP.**

SHI Response:
No, there are no past or pending SEC investigations involving SHI International Corp.

4.2.5 **Documenting all open or pending litigation initiated by the Offeror or where the Offeror is a dependent or party in litigation that may have a material impact on Offeror's ability to deliver the contracted services;**

SHI Response:
SHI is not involved in open or pending litigation.

4.2.6 **Full disclosure of any public sector contracts terminated for cause or convenience in the past five (5) years.**

SHI Response:
SHI has never had a contract terminated for cause.

License Confirmation

SHI International Corp.
290 Davidson Ave.
Somerset, NJ 08873
Phone: 888-235-3871

Sales order	S325 5 7
Order date	5/ /2015
Customer Account	10237
Customer PO	ADSPO11-007500:35 9
Customer Reference	
Payment	Net 30 Days

SHI Account Executive	Amelia Jakubczyk
SHI Account Manager	Thomas A Wospil

Ship Via EDE GRO ND

Bill To
evin Lawler
A Dept of Administration
100 N. 15th Ave
Suite 202
Phoenix, A 85007
nited States

Ship To
ADSPO11-007500:35 9/ evin Lawler
STATE PROC REMENT O ICE
ISD
100 N. 15th Ave
Suite 00
Phoenix, A 85007
nited States

Item No. / Mfg Part No.	Description	Qty Ordered
277 9 79 P73-0 309 MICROSO T SELECT	WinSvrStd 2012R2 SNGL M L 2Proc 2012 R2 Windows - Multiple Windows Platform Single Language Software Contract number: ADSPO11-007500 Enrollment No.: 8A9181A5 Agreement No.: 7 111 Country of sage: SA	38

* This Is Not An Invoice *
Thank You for Your Order
The Products offered under this order confirmation are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.



Adobe Systems Incorporated
345 Park Avenue
San Jose, CA 95110-2704
Phone: 408-536-6000

January 10, 2015

To whom it may concern,

This letter confirms that SHI is an Adobe authorized reseller in good standing with authorizations for Commercial, Government and Education customers.

SHI is authorized to resell Adobe's Desktop Products Worldwide.

Please direct any questions to Bob Seaman at Adobe Systems.

Thank you,

Bob Seaman

Bob Seaman
Adobe Channel Account Manager
516-270-3988
bseaman@adobe.com

CITRIX®

Citrix Partner Authorization Letter

Americas

January 15, 2015

SHI International Corp.
290 Davidson Avenue
Somerset, NJ 08873-4145
USA

To Whom It May Concern,

This letter is to confirm that SHI International Corp., Org ID 18272, of Somerset, NJ is a Large Account Reseller (LAR) and is authorized by Citrix to resell all Citrix Products as well as associated maintenance from January 1, 2015 through December 31, 2015.

Regards,

Donna Buffet
Director, Americas Inside Channel and Operations
Citrix Systems, Inc.

Microsoft Corporation
Attn: Americas Operations Center
6100 Neil Road
Reno, NV 89511-1137

Microsoft

Date 11/18/2015

Re: Microsoft LSP Status Confirmation for the following sales opportunity:

State of Arizona

Microsoft Corporation North America Operations Center hereby confirms that SHI International Corp. is an authorized Licensing Solution Partner (LSP) as of the date above and is approved to provide Microsoft licensed offerings under the specific licensing programs within the specified territory or territories identified on their signed Program Designation Form(s).

We make no representation about the financial strength of SHI International Corp. and third parties should make their own enquiries before entering into business relations.

Regards,

Glenn Morris

Microsoft Sales Executive; National

Microsoft Corporation North American Operation Center

Microsoft Corporation is an equal opportunity employer.

Novell.

January 26, 2015

SHI International Corp.
290 Davidson Avenue
Somerset, NJ 08873

RE: Novell Partner Authorization Status

To Whom It May Concern:

This letter shall serve as confirmation that SHI International Corp. is an active Novell Gold Software Service Agent in the United States and Canada for all Novell/SUSE product lines.

Should you have any questions or need anything further, please feel free to contact me at (801) 861-1573.

Best Regards,

Kristy L. Tingler
Contract Negotiator
Contracts Department
Novell, Inc.

vmware

VMware, Inc.
3401 Hillview Avenue (877) 486-9273 main www.vmware.com
Palo Alto, CA 94304 (650) 427-5001 fax

January 7, 2015,

Re: Letter of Endorsement

To Whom It May Concern:

Please be advised that SHI is an active and compliant partner in VMware's Reseller Partner Program. SHI has been a member in good standing since 2006. SHI is allowed to resell all VMware products in all 50 states and Canada.

Please contact me directly if any additional information is required.
Contract documentation is reviewed by VMware's legal department if necessary.

Regards,

Daniel Brodeur

Senior Director of National Partners
VMware
4225 Naperville Road
Lisle IL, 60532

(630) 215-8529
dbrodeur@vmware.com

Symantec.

1/27/2015

SHI International Corp

290 Davidson Avenue

Somerset, New Jersey 08873

Subject: Confirmation of Symantec Partner Program Membership Enrollment

To Whom It May Concern,

This serves to confirm that SHI International Corp is a current member of the Symantec Partner Program (SPP) and has been since 1/2/2002.

SHI International Corp has met the membership requirements of a Symantec Platinum Partner tier partner, is in good standing, and holds the following Symantec Competency membership/s, recognizing their demonstrated proficiency in the below solution and delivery areas, and as published on the Partner Locator:

Archiving – Expert	Dynamic Storage and Continuity – Principal
Data Security – Expert	eDiscovery – Principal
Endpoint Security – Expert	Endpoint Management – Principal
Enterprise Backup and Recovery – Expert	Security Monitoring and Management – Principal
Gateway Security – Expert	
Mid-Market Backup and Recovery – Expert	
Mobility - Expert	

SHI International Corp has rights to advertise its status as a partner under the SPP, provided that any such rights and obligations are carried out in accordance with, including but not limited to, the SPP Agreement entered into between Symantec Corporation and SHI International Corp, and any additional, applicable policies or guidelines contained on the Symantec PartnerNet Portal.

Thank you,

John Emard

Sr. Director, NAM Channel Operations & Programs

NAM Sales and Marketing Organization

Symantec Corporation

ATTACHMENT B
RESPONSE TO SCOPE OF WORK – METHODOLOGY

Provide a response to each item below, using attachments where necessary. Each narrative item response should demonstrate ability to satisfy the Scope of Work. Limit response to experience directly relevant to this solicitation. The narrative shall include a response to all elements state or referred to in each item. All information contained in the proposal shall be current and factual. Failure to provide complete and accurate responses to the following items may have a negative impact on the evaluation of the Offer.

Instructions:

All materials must be in electronic format that can be received in ProcureAZ ((https://procure.az.gov), the State of Arizona's electronic procurement system.

a. Responses should be comprehensive, but concise, addressing specifics with minimal extraneous information.

b. Responses should address the respective requirements set forth in SECTION 3: Scope of Work

c. Response to all questions, even if you answer is "Not Applicable".

d. Label your response "ATTACHMENT B_Methodology_*companyname*" and state the question number being addressed.

e. Narrative response is limited to twenty-five (25) pages. Any narrative response received in excess of the twenty-five (25) pages may not be considered to be a part of the proposal.

f. Additional attached information shall indicate the item number and heading being referenced as it appears below.

g. The above additional attached information should also include a header labeled, "ATTACHMENT B _Methodology_*companyname_name of additional information*"

h. Additional attached information is not included as part of the page total.

1. Offeror shall describe its overall approach to providing solicited services. Include how Offeror plans to meet or exceed requirements of the Scope of Work and Terms and Conditions.

SHI Response:

SHI has extensive experience administering Software Value Added Reseller contracts of this nature, and we are confident that we will meet and exceed the requirements of the Scope of Work and Terms and Conditions. In fact, SHI has enjoyed the opportunity to work with NASPO ValuePoint and the Participating States under the current SVAR contract, and we have taken pride in our ability to administer the agreement to the maximum benefit of the contract users.

We understand the intracacies of implementing and maintaining a contract of this nature, supporting multiple state agencies and municipalities. When we enter into an agreement of this magnitude, we take great care to implement support and service plans to meet the needs of each State, while also supporting each indivual agency, city, county, township, school district and higher education institution.

Since SHI has supported the NASPO ValuePoint SVAR contract in the past, our implementation will be seamless. Not only have we already proven that we can meet and exceed the requirements, we are ready to do so immediately upon award of the new agreement as well.

Following are some of the steps that SHI takes to ensure the success of our current agreement and to maximize the value to the Participating Members. We will continue with these services for the term of the new contract and will continue to engage with both NASPO ValuePoint and the Participating States to identify areas where we can increase the value we provide.

Account Management & Training—SHI has already identified the members of the Account Teams who support the Participating States–including Account Executives, Inside Account Executives, and Inside Account Managers. The teams meet regularly to discuss the contract, to ensure everyone understands the terms and conditions, and to discuss areas in which SHI is offering, or can offer, additional services in support of the Participating States. Furthermore, SHI's Account Executives regularly meet with individual entities to discuss their purchase history and Volume Licensing

Agreements. We have established a Customer Business Review which is designed to inform agencies about their purchasing history and identify opportunities for consolidation or more efficient use of pricing agreements. We will continue to provide these services with the award of the new NASPO ValuePoint SVAR contract.

Upon award of this contract, SHI will provide training to educate contract users on the new agreement, including training on any new or updated individual State requirements. As appropriate, we will also hire additional Account Executives in Participating States to ensure appropriate coverage for all Government and Education entities. SHI's Account Executive(s) will meet with the State Procurement Office and/or Administration Office for each State to set the timeline for implementation of the new contract and Participating Addenda, and discuss specific procurement and policy intitiatives designed by the State. Some examples may include topics such as: Centralized Procurement Policies and Dollar Values, State Specific Software Volume Licensing Agreements, Volume Licensing Key Codes, Enterprise Level Agreement and Bulk Purchases, Authorization Processes, Contract Document Signatories and Processes, Website Review and Discussion, Communication of SHI and the SHI Account Team, State IT Events and Tech Days. SHI's Account Executive(s) will also work directly with each State to ensure the completion of the updated website, and verify document procedures and policies for the SHI Inside Sales Team. SHI's Account Executive(s) will also meet with State Agencies, Cities, Counties and Municipalities to better understand their goals and objectives, purchasing policies, agreements established at the local level, volume licensing management and key code/order confirmation distribution policies. Of course, these will not just be one-time conversations, but rather ongoing communications.

Licensing Programs—SHI regularly reviews all Participating States' Software Volume Licensing Programs to ensure that they are all up to date, and to provide any necessary paperwork and/or procedures for transitioning any Volume Licensing Programs which will be new to SHI. The SHI Account Executives also hold meetings with the Software Publisher Representatives for each State to discuss the State's current and future business iniatives. SHI understands the importance of the relationship between the State, Publisher and Reseller, and we believe that open communication among all three parties is the best strategy to meet the needs of each State. Upon award of this contract, SHI will continue to provide these services and will schedule meetings with key Publishers and each State to discusss purchase history, program changes, and any current or upcoming promotions.

When SHI is involved in setting up a new Volume Licensing Agreement for any State, whether it is at the outset of a SVAR contract or anytime during the contract term, we perform extensive analysis to assist the State in understanding the different Volume Licensing Agreements available and the cost savings between the various Publisher Agreements. SHI invests time in educating each State on the various Software Volume Licensing Agreements, and then assisting the State with any Publisher paperwork necessary to implement the Agreements. SHI's Software Licensing Team is fully engaged with the Account Executive and the State Procurement Officer and Contract Administrator to ensure a smooth process with their Licensing Agreements and assist with the following:

- Contract negotiation and support
- Program requirements and review
- Impact/cost analysis
- Price validation
- Best-practice recommendations
- Organization-wide training, education, reporting and milestone tracking
- Performance metrics and customized reporting
- Organization-wide standardization of contract compliance
- Expiration Tracking and renewals notification
- Maintenance, Subscription and Support
- License Confirmations and proof-of-purchase documents
- Cost-Savings, cost-avoidance analysis
- Allocation and tracking of pre-paid software license agreements
- Electronic Software Distribution
- Media duplication and distribution

Working with Current and New Vendors—SHI adds vendors and products to our databases every day. Our flexibility, breadth of offering, and willingness to evolve along with our customers' changing needs are unique strengths that SHI happily leverages for our customers. Upon award of the new contract, SHI will continue to work with each of the publishers named within Attachment C1 (Pricing Submission Sheet), as well as additional publishers not specifically named in Attachment C1, to make sure we are on the same page and ready to support the new agreement. And of course, we will also reach out to new vendors upon request of contract users, or when we identify new technologies that we believe contract users will want to be able to purchase.

We expect that the publishers will have varying policies and requirements for SHI and for the contract users. Some publishers have additional T's and C's that they will need contract users to review, and some even have their own

agreement for which they will require customer signature. Typically, our Contracts Specialists review the required terms and complete any paperwork that is required of SHI. We also help contract users to navigate through those processes for any paperwork or signatures that the publishers require of the customers. The members of each State's Account Team and SHI's Catalog Team then work together to add the products to the State's customized on-line product catalog.

Web Site—SHI will update the custom product catalog for each State according to the contracted pricing and the State requirements for product inclusion. SHI also offers training sessions and advertises the available training sessions to contract users.

Introductions & Marketing—SHI has a marketing plan for the contract to ensure maximum participation. The contract renewal is a good time to review the plan to make changes and improvements as needed. We will work with the individual states on appropriate timing, and appropriate venues for any face-to-face marketing initiatives. SHI's implementation / transition plan for the new contract provides for a smooth and seamless experience for the States included in the NASPO ValuePoint SVAR agreement, whether they are initial participants or opt to join the contract during the agreement term.

SHI's marketing or outreach to all the participating entities on the contracts we hold is a multi-prong approach:

- SHI's CRM System has been uploaded with every public entity within each State. Each State's Account Executives establish a relationship with each purchasing agent/buyer and IT administrator within the organization and update our CRM so that we can verify that they have been reached. The SHI Account Executive discusses the contract with them and provides them with contact information, website information, and contract guidelines for working with SHI. SHI's Account Executives are proactive in their approach with our customers and prospects, and they regularly engage in on-site meetings and joint phone calls with our publisher representatives.
- SHI's Inside Sales Team members walk individual customers through our www.shi.com website where customers can create quotes, purchase items, obtain order status, and generate reports of their purchases.
- SHI's marketing team subscribes our new CRM contacts to SHI's monthly newsletter, which contains helpful information on SHI's publishers, new products and promotions, changes to programs, and industry news.
- SHI participates in statewide and local vendor events. SHI Account Executives and publisher partners meet with all available entities and discuss SHI's support plan and our partners' solutions.
- SHI works with each State to create timely and meaningful Tech Days for individual state and local entities to attend to learn about new solutions for their IT environments.

Each of these elements come together to ensure that SHI meets or exceeds the requirements of the Scope of Work and Terms and Conditions.

Here is what one our customers has to say about her organization's experience working with SHI under the current NASPO SVAR agreement:

"...working with SHI to procure our software and maintenance has been a great experience. Our Account Manager is very hands on and her inside sales team is fast and efficient. They are responsive to our requests, have answered tough licensing questions (they have product specialists besides the regional teams who can dive deeper into the product if need be), keep a record of our purchases and our maintenance renewal dates, and have made the quote/PO/invoice process smooth. They are quick to communicate that they have received our requests and provide updates as the information becomes available."

- *Jennifer Jensen, City of Scottsdale, Arizona*

2. Per Section 3.1.3, the SVAR shall Develop and Maintain Website. Describe the website to be established for a state. Address that website's functionalities or special features. You may supplement this response with illustrative screen prints (no more than 10) from one of your company's existing websites. Taking into account the requirements of Section 3.1.3, address at a minimum:

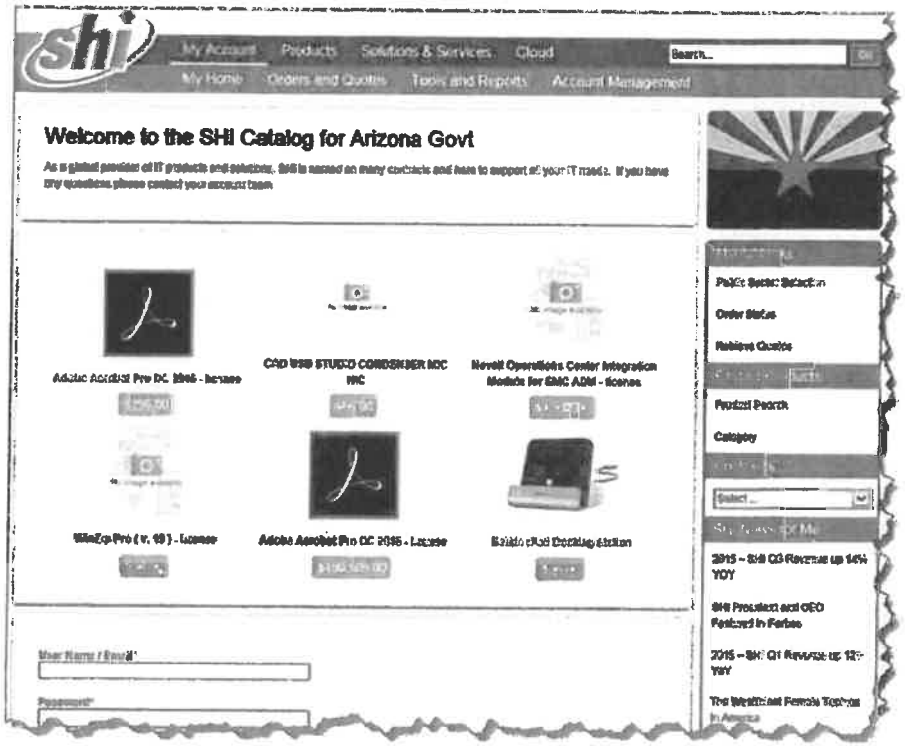
2.1 Home page appearance and information;

SHI Response:

The SHI.COM home page (www.publicsector.shidirect.com) provides news announcements, links to industry information, and links to the SHI Blog. Once the customer selects the proper vertical (government or education) and their State, they will see their customized home page, where SHI provides information specific to the State and the NASPO contract, including:

- Account team contact information
- News articles
- Customized product catalog
- Contract information
- Links to quotes, order status, and tracking details

SHI also offers the flexibility to create and post additional content that is specific to the NASPO ValuePoint SVAR contract, and/or to an individual Participating States' purchasing rules or preferences. An example welcome page is shown below:



2.2 **On-line tutorials;**

SHI Response:

SHI offers webinar tutorials for the navigation of our web site. In addition, the members of your Account Team and the SHI Web Administration Team are available to assist with navigation and any technical issues that may arise.

2.3 **Product catalog (include searchable fields, products to be included, how license information is provided);**

SHI Response:

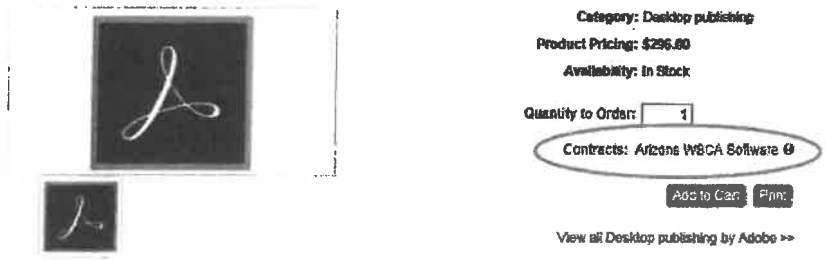
SHI has created a customized product catalog to reflect the products and pricing under the NASPO ValuePoint SVAR agreement. With thousands of software publishers already available to NASPO ValuePoint SVAR customers within our master catalog, the updated catalog will be available – and robust – immediately upon implementation of the new contract. While the master catalog will be available to all Participating States, each individual customer under this contract will also have the opportunity to request their own customized product catalog based upon any customer-specific needs.

Upon award of the contract and throughout the term of our agreement, SHI updates the product catalog to reflect any product changes. Customers can search by keyword, then filter the seach results by various criteria, such as:

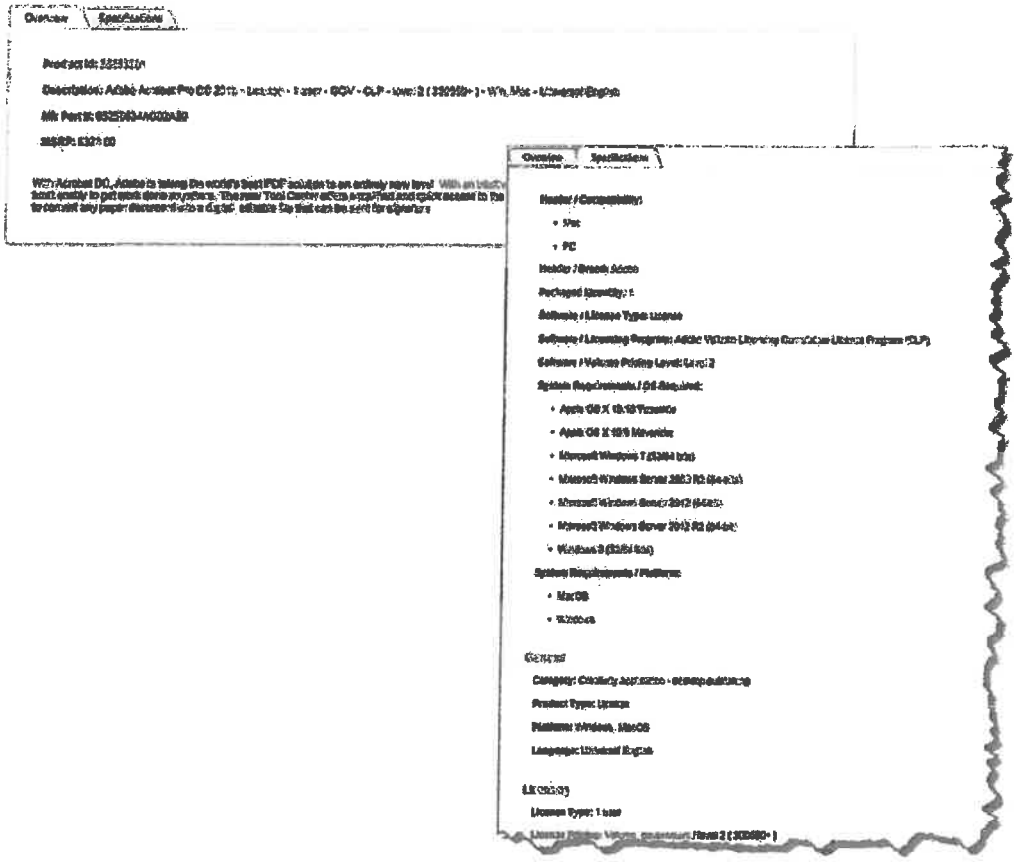
- Contract
- Manufacturer
- Product Type
- Licensing Program
- Platform

Some examples of searches are shown below:





Within the product catalog, SHI provides detailed product specifications. Please see one such example below:



2.4 Links

SHI Response:

SHI has created a website and custom catalog for our current NASPO ValuePoint SVAR contract. Upon award of this contract to SHI, we will work with NASPO ValuePoint and each Participating State to review the catalog and requirements for each State, and to make the appropriate updates.

As an example, following is a link to the current catalog for State of Arizona Government. Note that each Participating State has its own home page at SHI.COM. http://www.publicsector.shidirect.com/slg/az

In addition to the functionality described above, SHI's website also provides our customers with links to valuable information such as the SHI Blog, SHI Newsletters, and customer-specific Account Team contact information.

2.5 **Downloadable standard reports. Include:**

2.5.1 **How information is controlled and sorted (e.g. what information LSCA can access);**

SHI Response:

SHI provides online order status and reporting for all orders placed with SHI, whether the orders are submitted online or directly to the Account Team. Access to the order information is controlled by the permissions assigned to each individual user name. The order data is tied to a specific customer account, and the individual accounts are then grouped together to accommodate reporting groups that match the customer's organizational hierarchy. For example, individual departments can be grouped with cities and counties to allow reporting across an entire local government entity or an entire State. Additionally, SHI tracks all contract data at the highest level of the hierarchy, allowing us to provide reports across the entire NASPO ValuePoint SVAR contract.

In short, SHI makes it simple for all contract users to access the reporting information that they need. Whether the reporting requirement is for a single agency looking for the history of their purchases only, or for a Participating State that wants to understand statewide purchasing trends, or for the LSCA to review a comprehensive report of all NASPO ValuePoint SVAR purchases, the process to access that report is fast and intuitive.

The following lists the standard fields that are available within a standard, detailed report:

Customer Name	Manufacturer Name	Manufacturer Part Number
Product Description	Version	Operating System
Media	Language	Product Type
License Program	License Pool	License Level
License Point Value	Maintenance Term	Maintenance Time Remaining
UNSPSC Number	UNSPSC Segment	UNSPSC Family
UNSPSC Class	UNSPSC Commodity	Order Date
SHI Order Number	Invoice Number	Ship Date
SHI Part Number	Quantity	Unit Price
Extended Price	Customer PO	Ship to Company
Ship to Address	Ship to City	Ship to State
Ship to Zip Code		

In addition to the data fields above, SHI will create customized data fields for any customer who wishes to capture additional information, and the customer would then have access to reporting based upon those additional fields. Current SVAR customers find this custom capability helpful for tracking purchases, expenditures, and chargebacks. SHI works with each individual account, as well as NASPO ValuePoint as a whole, to understand reporting requirements and to ensure we continue to meet and exceed those requirements.

2.5.2 **How state Procurement Officer can obtain purchasing profile for Users and volume in State;**

SHI Response:

The State Procurement Officers will be granted a higher level of access, allowing them to run reports and view activity across authorized users.

2.5.3 **How an individual User can obtain only their information.**

SHI Response:

The level of access any user has is determined by the permissions assigned. The Account Teams and SHI's Web Administration Team works with the customer to understand their needs for user authorization and access to information. Those users who only need access to their own purchase history are limited. Likewise, those users who need higher level will have the appropriate access rights.

2.6 How website is monitored, kept current and accurate.

SHI Response:

The contents of SHI's web site and the catalog are kept up to date using data feeds from our suppliers. We make daily updates to product information and pricing, ensuring that contract users are always accessing the latest products and at the correct price.

3. Describe your Company's method for tracking software licenses and ensuring that Participating States receive timely notifications of renewals or are advised of volume agreement opportunities or vulnerabilities, etc.

SHI Response:

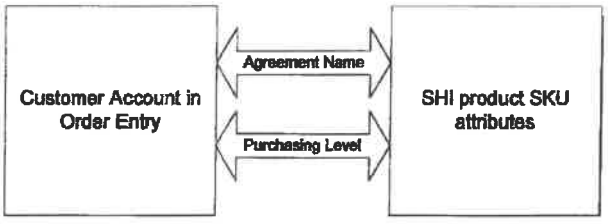
SHI has earned a reputation as the most effective license provider in the industry. Our software procurement consulting services and expertise, our license tracking and reporting capabilities, our robust Software Asset Management (SAM) tools, and our commitment to operational excellence all work together to make it easy for our customers to choose the licensing programs that are right for them, and to effectively manage those programs.

Our tracking abilities relieve our customers of the burden of managing their purchases. We understand that without the processes and checks and balances that we have in place, the opportunity for error in tracking license purchases is tremendous. SHI's license tracking system and workflow have been automated to enforce purchasing rules and to minimize errors.

The process begins with the creation of part numbers within SHI's system. Each of SHI's SKU numbers have various attributes associated with them—among them are Product Type, Manufacturer Name, Program Name, Program Level, and Pool. These attributes trigger the license purchase process within our order entry system. So, our system knows that products that have Types of "License Only", "Maintenance Only", or "License with Maintenance" are non-deliverable items. In addition, each SKU is identified according the manufacturer name, Licensing Program name, Purchasing Level, and Pool, as applicable. An example is Manufacturer=Microsoft, Licensing Program=Select Plus, Purchasing Level=D, Pool=Systems. The price for this SHI SKU will always reflect the current price for the product purchased under the Microsoft Select license at purchasing level D.

The next step within the process is to identify those customers within our order entry system who have software Volume License Agreements (VLAs). Once the VLA has been processed with the manufacturer, the SHI Licensing Representatives link the customer's account key in SHI's order entry system to the appropriate licensing agreements, including the contract number, enrollment number, purchasing level, the anniversary dates, and the maintenance dates. The customer's Account Executive works with the Licensing Representatives to ensure that all contract data is accurate. By identifying this information at the account level, SHI ensures the accuracy of our data capture and reporting to both the customer and the Software Publisher.

Once those steps have been completed, your SHI Inside Account Manager can process orders within SHI's systems. Using the data described above, SHI's order entry system compares the customer account to the SHI SKU and validates that the order is being entered correctly.



Once the order entry system has verified the data, it will present the IAM with the appropriate agreement and enrollment numbers for that customer. The IAM simply selects the correct agreement and enrollment, eliminating the opportunity for a

data entry error. In addition, the system will populate the appropriate price for the customer's purchasing level, again eliminating the possibility for invoice errors.

Additionally, SHI's systems effectively track Maintenance Expiration Dates so that we can provide prompt, proactive notification to our customers for Maintenance Renewal purposes. SHI supports and can track Maintenance Programs that have co-terminus expiration and are pro-rated, or non co-terminus programs. Maintenance Tracking and Renewal Notification capabilities are available for all programs and Maintenance purchases made through SHI, whether the purchases are made via a Volume License Agreement or another maintenance program.

3.1 The standard sort-able data fields established for these records.

SHI Response:

It is important to note that SHI not only collects the standard fields we need to process each order, but we also have the ability to collect customized data fields for each individual customer. The following are the standard data fields available, today:

Customer Name	Manufacturer Name	Manufacturer Part Number
Product Description	Version	Operating System
Media	Language	Product Type
License Program	License Pool	License Level
License Point Value	Maintenance Term	Maintenance Time Remaining
UNSPSC Number	UNSPSC Segment	UNSPSC Family
UNSPSC Class	UNSPSC Commodity	Order Date
SHI Order Number	Invoice Number	Ship Date
SHI Part Number	Quantity	Unit Price
Extended Price	Customer PO	Ship to Company
Ship to Address	Ship to City	Ship to State
Ship to Zip Code		

3.2 The information tracked on behalf of Participating States.

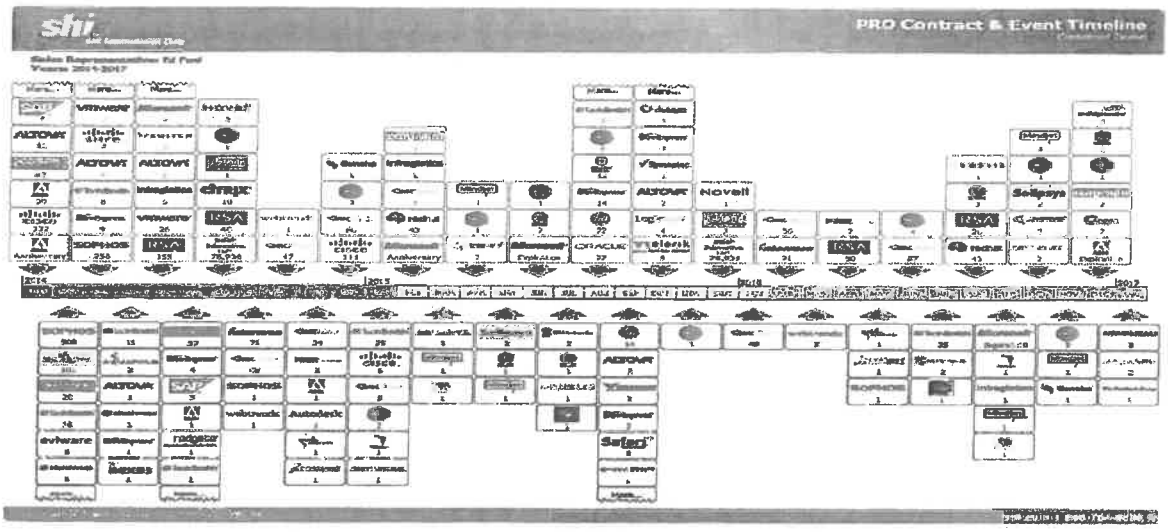
SHI Response:

SHI makes all NASPO ValuePoint SVAR required reporting available by State to each Participating State, and we also have the ability to provide customized reports as requested by each Participating State. In addition to the standard fields described above, SHI also has the capability to collect customized data fields, which can be established at the NASPO ValuePoint Level, at the Participating State level, and/or per individual customer. We are pleased to offer both standard and customized reports to each Participating State, in addition to the overall NASPO contract reporting.

3.3 How reminders of significant dates or volume plateaus are triggered. Include how your Company, as a partner with the Participating State, communicates with the State to ensure no deadlines are missed or opportunities unexplored.

SHI Response:

SHI understands that it can be a challenge for organizations to proactively track all expiring IT maintenance and support agreements. With inconsistent renewal dates across manufacturers and/or products, some organizations may rely on the publishers and manufacturers to provide renewal notification. SHI provides a more reliable solution: The Polaris Renewal Organizer (PRO). Available as a value add to SHI customers only, and at no additional cost, PRO compiles your technology renewals in a centralized, rolling **36-month** timeline for simplified budgeting and renewal management. The tool is deliveed via an interactive on-line portal, with 24/7/365 availability. Following is an example of what a customer can expect to see using the PRO Timeline:



As described above, SHI collects the maintenance expiration date in our order entry system each time a customer purchases maintenance. Through our PRO Renewal Management Service, SHI provides visibility and clarity around renewals to each agency, thus complementing the workflow of their own software renewal lifecycle efforts. These efficiencies support our customers' existing operating processes and in some instances SHI's PRO service even replaces or fills a void in our customers' existing workflows, freeing up our customers' time for other activities. Participating States will receive the following benefits:

- Improved management of technology and renewals, as SHI provides proactive notification of maintenance renewal periods for all relevant technologies in your environment
- Improved budgeting and ordering efficiencies
- More support (road maps, licenses options, potential for volume purchasing)
- Reduce overall maintenance spend by avoiding unnecessary costs associated with inappropriate software publisher buying programs (e.g., contractual vs. transactional licensing programs, individual vs. cumulative spend, etc.)
- Reduce overhead (makes it much easier to manage multiple suppliers)
- Simple setup, SHI guides customers through the onboarding and acquisition stage
- No cost and no risk to initiate the service
- Assistance with negotiating with the Publishers to co-term maintenance contracts, when permitted by Publishers' licensing programs

4. Describe your Company's method of ensuring a Participating State receives documentation of Proof of License that can be provided to requestors (e.g. auditors, in response to FOIA requests, etc.)

4.1 Describe process for providing Proof of License to a buyer. Provide a sample Proof of License.

SHI Response:

SHI understands that many customers require a deliverable with all purchases, and many Publishers' Volume License Agreements themselves do not meet this need. While proof of license may be obtained for some Publishers through the Publisher licensing web site, for example the Microsoft Volume Licensing Service Center (VLSC), similar web sites may not be available for all of the Participating States' licensing programs. To standardize a tracking method across all licensing programs, SHI has established a service through which we provide automatic license confirmations to our customers. At the time of order placement, your Inside Account Manager can enter the Email address of the end user (or other representative within the customer's organization who should receive the license confirmation, e.g. IT Manager). SHI's systems will automatically send the license confirmation to that Email address. Many of our customers use this service to "receive" the product so that their Accounting Department can pay the invoice, or to hold on file as a back-up copy of their proof of license.

SHI is including a Sample Proof of License and a Sample Order Confirmation as attachments to this document. (ATTACHMENT B_Methodology_SHI_License Confirmation.pdf and ATTACHMENT B_Methodology_SHI_Order Confirmation.pdf). Please note that upon the customer's request, SHI can include the License Key information for software installation on the Order Confirmation.

4.2 **Explain method of retaining back-up copies of Proof of License. State how quickly a duplicate copy can be provided.**

SHI Response:

SHI maintains all purchase history data in our order entry system. At any time, we can re-send the license confirmation, the invoice, or a sell-through report to provide proof of license for a customer. In most cases, this duplicate copy may be provided within four business hours of the customer request.

4.3 **Describe how your Company partners with a State to demonstrate accuracy of licensing information to a publisher (aka a "True Up").**

SHI Response:

SHI is well-recognized in the industry for our reporting capabilities, and the Software Publishers whose products we offer accept SHI's reports as proof of license. Our reports carry all of the information required by the SIIA and the Software Publishers to serve as proof of purchase—including the purchase date, the product number, description, and quantity. We will work with each contract user and the Software Publishers during times when licensing compliance must be demonstrated (e.g. during True-ups) to ensure that accurate licensing information is provided. Additionally, SHI can produce copies of invoices to support each report transaction, as needed.

5. Reports

5.1 Describe standard reports which can be generated for a State (other than downloadable reports addressed earlier). Provide sample reports.

SHI Response:

SHI offers a wide range of reports, both standard and custom. The following lists the standard fields that are available within a standard detailed report:

Customer Name	Manufacturer Name	Manufacturer Part Number
Product Description	Version	Operating System
Media	Language	Product Type
License Program	License Pool	License Level
License Point Value	Maintenance Term	Maintenance Time Remaining
UNSPSC Number	UNSPSC Segment	UNSPSC Family
UNSPSC Class	UNSPSC Commodity	Order Date
SHI Order Number	Invoice Number	Ship Date
SHI Part Number	Quantity	Unit Price
Extended Price	Customer PO	Ship to Company
Ship to Address	Ship to City	Ship to State
Ship to Zip Code		

The descriptions below represent just some of the standard report formats that are available. Reports are available weekly, monthly, quarterly, or ad hoc. SHI does not charge for the reports we provide.

Sales History Reports
These standard reports provide an overview of your purchases from SHI. As mentioned previously, our system allows for the tracking of Customer Specific Fields, therefore we are able to generate these reports in many ways. SHI will provide these reports in any time frame that you require, and in one of three formats: *detail* of all transactions, *summary* by part number, or *summary* by manufacturer name.

- ⇒ **Contract Invoice Detail** – details the purchases by contract number.
- ⇒ **Manufacturer Profile** – Summarizes purchases over the past 12 months by manufacturer name.
- ⇒ **Invoice Details** – provides detailed transactions and can be run for selected manufacturers or across all manufacturers. The report can detail each transaction or summarize the spend by part number.
- ⇒ **Spend by Customer, by State, or for all NASPO ValuePoint** – to put the right information in the right hands, each of the above reports can be pulled based on a specific organization, State, or across the entire contract.

Reports are available on-line to those customers who have the authorization level to run reports or can be requested through your Account Team.

SHI is including some Sample Reports as attachments to this document. Please note that the reports provided are just a few examples of our capabilities. Our reports are fully customizable to meet each of our customers' unique needs. Please see ATTACHMENT B_Methodology_SHI_Sample Reports.docx and ATTACHMENT B_Methodology_SHI_NASPO Contract Reporting.xlsx.

5.2 Describe on-line, real time, reporting capabilities using established state website reports:

5.2.1 Standard Reports. Provide sample reports.

5.2.2 Reports that can be generated by the LSCA.

5.2.3 Reports that can be generated by the Participating State. Provide sample reports.

5.2.4 Reports that can be generated by the User agency. Provide sample reports.

SHI Response:

SHI provides an online tool for generating reports. The user's ability to run reports online is based on permissions assigned to the user names; therefore the LSCA, any authorized users within each Participating State, and any authorized users in the User Agencies will be permitted to run reports specific to their level of access. While the report options will be the same, the reporting results will be customized. In other words, the LSCA will be able to run reports based on purchases under the contract and across the Participating States. The authorized representatives within the Participating States and User Agencies will be able to run reports according to the level of data to which they have access (i.e. statewide or specific department/agency within the State).

SHI customers may access reports by requesting them from their Account Team or by running reports directly from our website. To run a report online, the user will simply select the report type and the date range for the report, and then the Email address or addresses for delivery of the report. In addition, the user may select the desired report format, i.e. Microsoft Excel, html, tab delimited text file, or fixed width text file. Once the form is complete, our server will run the report and send the Email with an attachment in the requested format. Our web-based reporting tool delivers 95% of all reports within 5 minutes.

SHI has the ability to provide more than 25 different types of standard reports for customers, depending upon the type of information and level of detail that the customer wishes to see. Reporting information is viewable online or available as an export to a file (as described above).

SHI is including some Sample Reports as attachments to this document. Please note that the reports provided are just a few examples of our capabilities. Our reports are fully customizable to meet each of our customers' unique needs. Please see ATTACHMENT B_Methodology_SHI_Sample Reports.docx and ATTACHMENT B_Methodology_SHI_NASPO Contract Reporting.xlsx.

5.3 Address whether your Company is able to provide "Custom Reports" as an optional service to Participating States, should State determine to utilize this service? (See Section 3: Scope of Work, 3.7.3 Custom Reports)

SHI Response:

Yes, SHI is able to provide Custom Reports for any State which wishes to utilize this service. SHI fully understands NASPO ValuePoint's need for flexibility in reporting. In addition to the standard data we capture for each order, SHI also has the ability to capture custom fields as requested by our customers; these fields are customizable at the customer billing account level. SHI works with each Participating State and User Agency under the contract to understand their reporting needs and to ensure we are capturing the data required. Once the information is captured in our order entry system, it is available for inclusion on reports and invoices. SHI is already providing these types of custom reports to many NASPO ValuePoint SVAR contract users today, and we will also review these requirements upon award of contract and make any necessary changes or additions.

6. Describe how your Company works with a State and publisher to maximize the State's value in obtaining products and services under this contract. Description is to address, but is not limited to, the following:

6.1 Working with a State and a publisher to assist the State in managing their volume or enterprise license agreements.

SHI Response:

SHI is proud to support the software licensing requirements of the Participating States today, and we look forward to continuing to provide this support under the new contract award. Our Account Executives are knowledgeable about and experienced with the Software Publisher Licensing Agreements, and our Software Licensing Department is staffed with specialists who are available to meet with our customers, to discuss their licensing requirements, and to review their options for meeting those requirements in the most advantageous way possible. SHI regularly works with each Participating State and each applicable Publisher to provide the following services:

- Review current agreements to assist the customers in understanding the terms and to ensure the licensing agreements meet the customers' current needs.
- Assist with allocation of licensing benefits (e.g. Microsoft SA benefits such as training days and the Home Use Program) to help customers achieve maximum value from each licensing agreement.
- Track license purchases, review purchase history, and discuss forecasts and future plans to identify current agreements that may be re-leveled, or additional agreements that may be of value.
- Recommend new volume licensing agreements or alternatives to the software Publishers on our customers' behalf, and proactively assist with negotiations, paperwork, and implementations.
- During Customer Business Review Meetings, SHI Account Executives review the customers' purchases to ensure they are on track with their license commitments and contract milestones, and to help customers plan and budget.

6.2 Working with a State and publisher to maximize the leverage created by the total sales volume from a State and its cooperative partners to ensure best value to all State's.

SHI Response:

SHI understands that our customers, and especially our public sector customers, need to reduce costs, identify areas for savings, and ensure that they are achieving best value for their IT spend. SHI will continue to work with all of the Participating States and individual contract users to identify savings not only within each State, but across all NASPO ValuePoint participants, whenever possible.

SHI is not always the only source for a particular software title. However, we do possess a unique advantage in the industry. Our knowledgeable team members, long history with public sector customers, and top-level Publisher relationships all allow us to understand how to leverage our customers' cumulative purchase history and volume in order to better manage the Software Contracts, consolidate the spend, and identify areas for cost savings.

Every day, SHI identifies ways that our customers can reduce their expenditures on IT software. We partner with our customers, and we negotiate on their behalf, in order to obtain the most favorable terms possible. The following demonstrates some of the ways we identify cost savings opportunities for our customers today.

- **Licensing**—Whenever possible, the SHI Account Team provides quotes for licenses, rather than shrink-wrap software; licensing options can offer tremendous savings over shrink-wrap. Even within licensing programs, there are often additional nuances to consider. For example:

  Transactional Licensing Programs — These types of licensing programs can offer significant savings to customers who purchase in large quantities, but who are not able to make a contractual commitment or forecast buying estimates. These license programs usually require a first time buy-in (sometimes as few as 1-5 licenses will qualify), which sets the discount level. The terms and conditions will vary by publisher, but whenever a purchase is eligible for these discounts, the SHI Inside Account Managers will provide the information to the customer at the time of quote. The SHI Account Executives will also identify these types of opportunities during meetings with each Participating State, to provide additional visibility to savings opportunities.

  Contractual Licensing Programs—SHI Account Executives regularly make recommendations for contractual licensing programs after reviewing each customer's, and each State's, purchase history. These opportunities cannot usually be identified based on single quotes; instead the AE uses SHI's comprehensive purchase history reports to monitor each customer's purchases over time. The SHI AE not only reviews one-off purchases to identify opportunities for new Volume License Agreements, but also reviews all purchases under existing agreements and makes recommendations for when a customer should be negotiating for higher discount levels and/or better terms.

- **Discount for shrink-wrap**—If a particular customer has purchased and/or will purchase a single product in large volume, but the software publisher does not offer a licensing program, that customer still may be able to receive a

better discount. In these cases, SHI Account Executives work with the publisher and the contract user to forecast volumes and to negotiate pricing on those forecasts. The publisher may allow for special pricing for purchases over time, in which case SHI creates a SKU within our order entry system that can only be used by that contract user and that reflects the additional discount. In another scenario, the publisher may require a one-time volume buy-in. In this case, SHI can hold the inventory in our warehouse and ship the product on an as-need basis to the customer site. Again, these products would be inventoried under a State-specific SKU, so no other customer can purchase that inventory.

- **One-off Price Discounts**—SHI is experienced at negotiating one-off price discounts based on volume on a case-by-case basis. When your SHI sales team receives an inquiry for a large quantity of products, the team will make every effort to negotiate an additional discount with the software publisher. SHI will then pass this additional discount through to the State.

- **License Re-deployment**—SHI has a tool that makes it easy to hold licenses in "virtual inventory" and then re-deploy them within the organization. This way, licenses owned by a particular group or business unit within an agency that are no longer required can be re-assigned to another business unit that needs them (subject to publisher licensing rights), thus eliminating the need to purchase those licenses again. At times SHI charges a nominal fee for this service; however the customer recognizes significant savings over procuring a net new license.

Depending upon the needs of the Participating States and the flexibility of the publishers' programs, each of the cost savings opportunities mentioned above may be able to be applied at the individual customer level, the State level, or even for all NASPO ValuePoint participants. SHI's detailed reporting and regular review of spend give us the visibility and information needed to work with software publishers on your behalf and to create the most possible savings opportunities.

6.3 Working with a publisher to maximize the leverage created by the total sales volume overall resulting from this contract.

SHI Response:

SHI communicates regularly and at the executive level with the industry's top software publishers, and they respect the knowledge and perspective that SHI is able to offer. SHI is well-known for our active participation in contracts such as the NASPO ValuePoint SVAR contract, and for our ability to advocate on our customers' behalf for advantageous pricing and terms under a contract of this nature. With our performance under the current SVAR contract, we have already laid the groundwork for this type of leverage within the software publisher community.

As one example, in 2014 SHI worked very closely with the state of Alaska and with Adobe to build out a customized Adobe Enterprise Agreement, otherwise known as an ETLA. The project required a huge effort by all three parties consisting of much analysis and a series of meetings over an extended period of time. All of these efforts ultimately allowed the state to recognize a huge return on their investment, resulting in substantial cost savings as well as providing a significant reduction in administrative cost. The cost savings became evident to the State when they realized that they would be able to leverage their bulk, cumulative spend to qualify for a custom deeply discounted Enterprise Agreement. This new Enterprise Agreement provided the State with pricing that was locked in over a multi-year term, and available to all departments regardless of their individual size or spend level. Administratively, this agreement was also very beneficial to the State because they were able to eliminate the challenges of managing multiple disparate one-off software and maintenance purchases, and instead transition to streamlined and consolidated annual payments. SHI worked with the State to provide custom invoices to each individual state department to ensure that their individual allocations of the Enterprise Agreement were appropriately distributed so that each agency could accurately plan and budget for this expenditure, which ultimately benefited the departments by turning an unpredictable capital cost into consistent and structured operational costs. This agreement allowed the State to achieve clear and substantial cost savings, while also ensuring access to the latest and greatest Adobe products and support.

SHI has engaged in similar efforts with Adobe in other current Participating States as well, and our efforts have been so successful that we are continuing to roll out this formula in additional States as well. And of course, this is just one example of our partnership with one publisher. We have achieved these types of successes across all Participating States, and for a wide range of software publishers. In short, SHI has the people, the processes, the licensing expertise, the industry credibility, and the desire to help all NASPO ValuePoint SVAR participants to access better licensing options and achieve greater savings than they would have otherwise been able to accomplish.

6.4 Working with State and publisher to obtain the best quote on a high volume purchase.

SHI Response:

SHI regularly works with our customers and our publisher partners to obtain the best quote on a high volume purchase. At times, the customer brings it to our attention that they are planning a large buy. At other times, we notice a trend of increased spend for a particular publisher or product and we bring it to our customers' attention. In either case, we proactively work with our internal licensing and purchasing teams, the publishers, and if applicable the publishers' authorized distributors to determine all options for the most economical purchase.

One recent example occurred when the SHI Account Executive working with the State of Montana noticed a trend where there were multiple agencies within the State who were inquiring about a certain software publisher, Varonis, at around the same time. Rather than just providing standard pricing and looking at each opportunity individually, the SHI Account Executive took the opportunity to introduce the Varonis sales representative to the Montana State Contract Officer to initiate a conversation around volume savings. Working closely with Varonis and the State, SHI was able to help negotiate a set discounted price based on the forecasted cumulative spend of all departments, so that all departments could purchase independently at their discretion but benefit from the volume of all departments' purchases.

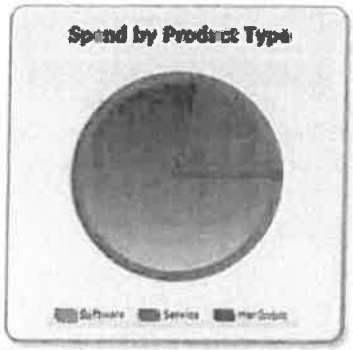
6.5 **If, and how, your Company uses historical purchase information to provide targeted assistance to State.**

SHI Response:

Yes, SHI absolutely uses historical purchase information to provide targeted assistance to the State and to each contract user. As one example of how we put this into practice, SHI Account Executives work with each State to establish a schedule for Customer Business Review meetings, typically held quarterly. While these meetings can cover a wide range of topics, including goals, SHI services, emerging technologies, and impending licensing changes, SHI Account Executives also share information regarding spend with SHI in order to identify additional areas for cost savings and provide targeted assistance to each Participating State. During this business review meeting, SHI provides customizable reports in detail and summary formats, to help customers analyze their software spend and identify potential areas for savings. SHI also provides a "dashboard" view of a customer's purchase history with SHI.

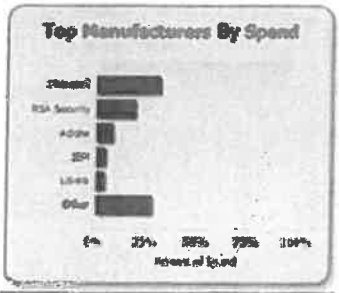
SHI is including a Sample Customer Business Summary on the page which follows.



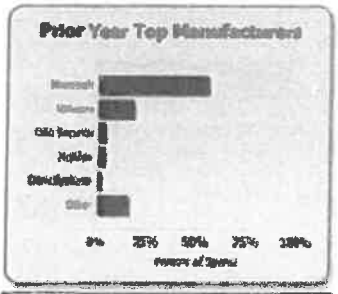


Summary	
# of Customer PO's Invoiced in Period	203
# of Orders Invoiced in Period	211
# of Invoices in Period	233
# of Manufacturers in Period	23
Total Spend:	4,422,809

Product Type	Revenue	% Spend
Software	3,202,196.73	77.69%
Service	883,359.00	21.42%
Hardware	37,436.00	0.90%



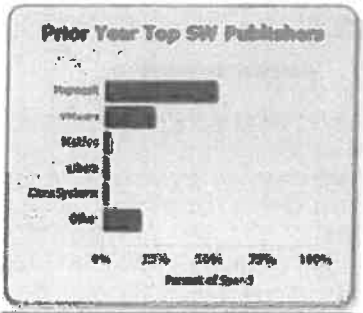
Manufacturer	Revenue	% Spend
Microsoft	1,225,949.00	32.21%
RSA Security	758,753.00	19.39%
Adobe	368,328.00	9.68%
IBM	345,378.00	9.56%
Libera	228,933.00	5.56%
	1,191,867.67	29.20%



Manufacturer	Revenue	% Spend
Microsoft	5,205,831.24	56.76%
VMware	1,763,806.84	19.60%
RSA Security	376,369.00	4.18%
Adobe	349,700.00	3.89%
Cisco Systems	164,102.80	1.73%
Other	1,529,255.45	16.14%



Manufacturer	Revenue	% Spend
Microsoft	930,272.00	29.05%
RSA Security	547,072.00	16.14%
Adobe	365,328.00	11.41%
IBM	233,500.00	7.30%
Libera	136,624.00	4.27%
Other	1,017,806.67	31.82%



Manufacturer	Revenue	% Spend
Microsoft	3,990,039.24	52.31%
VMware	1,763,806.84	23.12%
Adobe	236,500.00	3.36%
Libera	134,424.80	1.76%
Cisco Systems	123,060.80	1.74%
Other		

Top Products by Spend

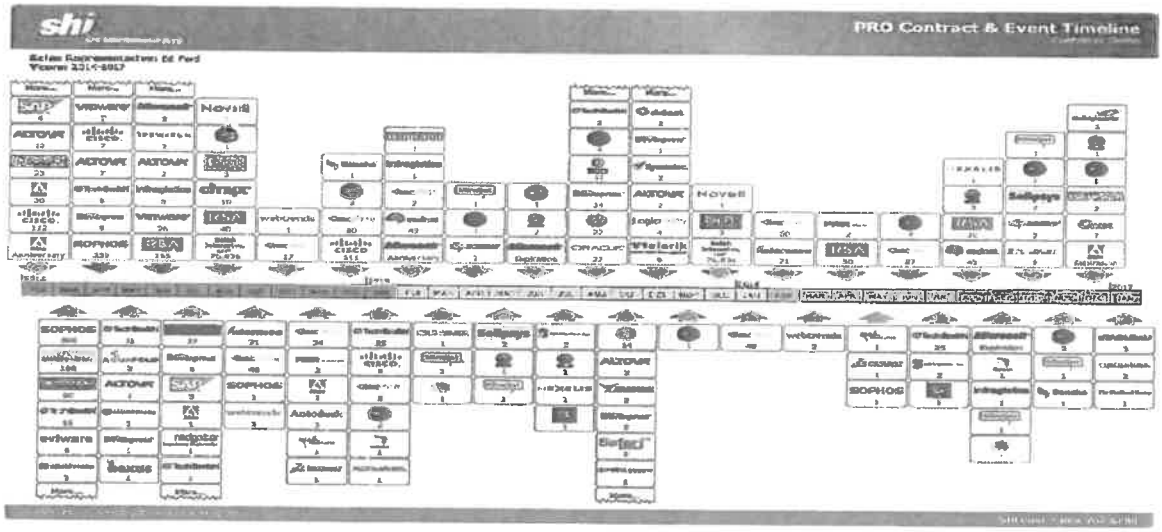
Manufacturer	Manufacturer Part #	Description	Qty	Revenue	% Spend
Microsoft	[illegible]	Microsoft Office 365 (Plan G3) - Subscription license - 1 user - hosted - GOV - EA Subscription - All Languages	3,500	$X,XXX,XXX	31.17%
Microsoft	MPN-MICRO-PRSM	Microsoft Premier Support Services	1	$XXX,XXX	6.55%
Adobe	1st Term Year	12month Term License and MSS for 2 CPUs of LiveCycle Forms, Output, PDF Generator,	1	$XXX,XXX	6.04%
RSA Security	PS_CUS_ARC_RSENT	Hours of Active Professional Services Resources to do the Architecture, Design & Implementation	1,196	$XXX,XXX	6.45%
Microsoft	USJ-00026	Microsoft Enterprise CAL Suite Bridge for Office 365 - Step-up license & software assurance - 1 user CAL - upgrade from Core CAL Suite Bridge for Office 365 - Enterprise - Win - All Languages	3,500	$XXX,XXX	4.53%

6.6. **How maintenance support is to be made available.**

SHI Response:

All maintenance support available through SHI from the Software Publishers is included within SHI's product catalog. Depending upon the publisher, the maintenance support may be bundled with the license or may be purchased separately. When a customer has questions about how to purchase the maintenance support or what is covered in the purchase, SHI's Inside Account Managers understand these programs and provide assistance.

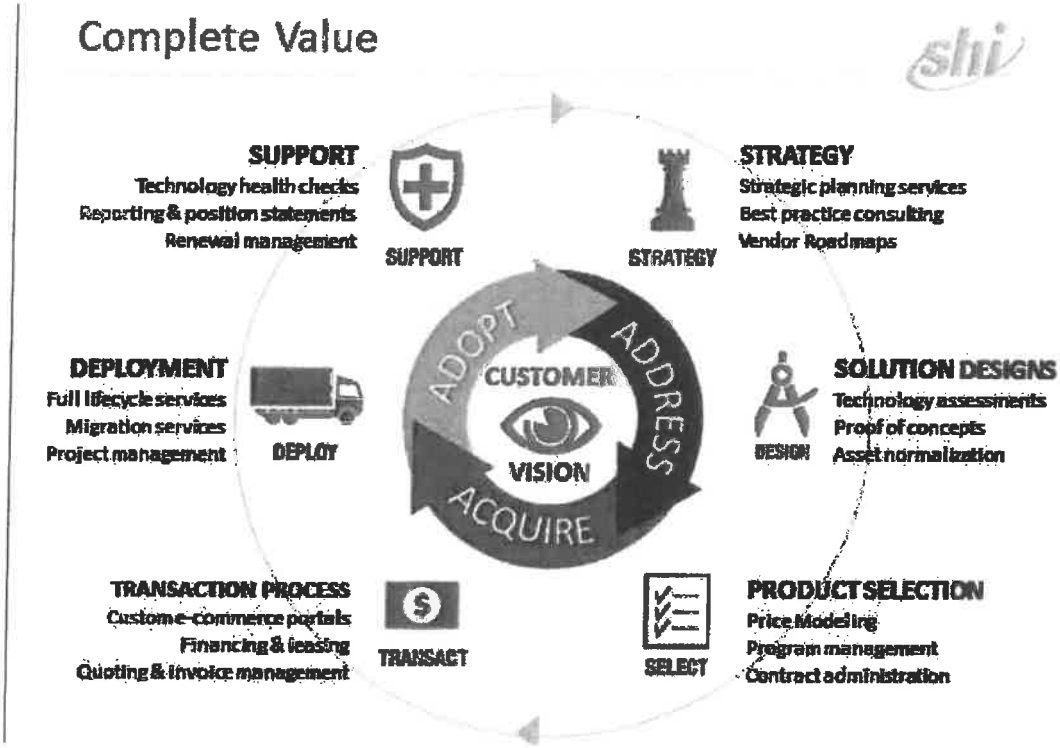
SHI then tracks the maintenance purchase in our order entry system. In addition to the standard information captured for all purchases, SHI captures the maintenance expiration date. SHI uses this information to provide the renewal timeline on SHI.COM and renewal reports. The following is a sample of the renewal timeline:



6.7 **Describe how training regarding the installation of products and use of products will be made available and how to obtain best value from it.**

SHI Response:

At SHI, we understand that purchasing the right products at the right price is important, and of course we strive to assist our customers with selecting the best products to address their needs and helping them to acquire those products efficiently and economically. But we understand the customer's experience with their products doesn't end there, and so our involvement doesn't end there either. In order to help our customers to truly achieve best value from their IT spend, we want to support our customers in fully adopting that technology as well. As depicted on the graphic below, each of these elements are critical to understanding our customers' vision and helping them obtain best value. We regularly assist NASPO ValuePoint customers with their installation and use of products by ensuring that they receive any necessary key codes and licensing and installation information, and we also help our customers to engage with our publisher partners to discuss relevant Case Studies and best practices for product use. For customers who require additional assistance for complex use cases, SHI also provides additional fee-based services for deployment and support.



SHI strives to help our customers achieve best value from all their software purchases. Toward that end:

- SHI provides pre-sales support teams to assist our customers with their licensing strategy and the design of the solutions that address their specific needs. SHI remains vendor agnostic in our pre-sales support, ensuring the customer is always receiving the solution that best meets their needs, rather than the needs of an individual Publisher.
- SHI's teams are available to assist with the selection of the product, licensing models, and the transaction process. In most cases, the software is available for download directly from the Publishers' web sites. SHI's Software & Licensing Specialists are available to assist customers through the process and navigating the Publisher sites.
- SHI supports our customers initiatives around deployment planning, product training (classroom or computer based), and post-sales support options. Many of these services are fee-based and the SHI Account Executive will assist the customer with understanding their options.

7 A significant aspect of this service is to be Value-Added Services.

7.1 Describe how your company handles the complexities related to enterprise license agreements (e.g. Microsoft EA, Adobe CLP, etc.). Include how you assist customers (especially first time customers) through this process to ensure they are comfortable moving forward, and are knowledgeable about the agreements once they are complete?

SHI Response:

As described throughout this proposal, SHI has many resources in place to ease the burden many organizations face in the management of the varying requirements of the Publisher's Volume License Agreements. SHI understands that there is much more involved in successfully implementing a Volume Program than just signing the contract. Each publisher has a different set of terms, conditions and requirements, which can leave a customer with the burden and expense of putting resources in place to manage their license programs. SHI offers resources to relieve our customers of that burden and expense.

SHI's goal is to allow our customers to realize the benefits and cost savings from software license agreements without having to change their internal processes and/or workflow. SHI helps our customers to compile information from any pre-existing license agreements, along with the requirements of any new license programs, to establish a single source of information and minimize your license tracking requirements. SHI also helps our customers to integrate the requirements of the

Publisher's Licensing Agreements with their existing procurement process to maximize the benefits.

SHI stands apart from other software resellers as the Number One enterprise software advisor to the world's largest organizations with the most complex IT environments. Our success has been based on the resources we have allocated to software license program management, in support of both our customer relationships and our publisher relationships. Furthermore, SHI offers a wide range of tools and services designed to ease the management of license purchases and deployments. Our focus starts with ensuring that each customer is educated on all the options available, and continues all the way through to the Asset Management Tools that allow our customers to manage those intangible assets throughout their organization.

Assisting Customers Through this Complex Process—The SHI Account Executives have the expertise, the public sector experience, and the internal resources necessary to evaluate a customer's existing system and application environment to provide an analysis of their licensing options. SHI Account Executives work closely with the Participating States to understand standards and future direction, with an emphasis on leveraging your existing install base, future rollouts, and competitive upgrades and maintenance. These efforts, combined with realistic forecasts, assist each customer with comparing the various options available and the savings realized by executing the identified Volume License Agreement.

Our Licensing Department is staffed with manufacturer-dedicated and certified experts who are available to assist the Account Executives in recommending and supporting their customers' licensing agreements. They work closely with our software partners to understand the ins and outs of their complex volume licensing agreements, to ensure that SHI has the most up-to-date information available, and to distribute this information to SHI's sales force. SHI Licensing Representatives are responsible for reporting the customers' purchases to the manufacturer within the timeframe and format required. These representatives are available to assist the members of the SHI Account Team and SHI customers with questions regarding software Volume Licensing Agreements. **To give you an idea of the breadth of experience within our Licensing Department, we are providing a list of licensing resources available to support this contract as an attachment to this document (ATTACHMENT B_Methodology_SHI_Software and Licensing Team.xlsx).**

In short, SHI understands that enterprise licensing agreements can be quite complex – but these agreements also provide significant benefits in terms of cost savings and reduced administration costs. The SHI Account Team endeavors to simplify the process for our customers, while ensuring that they receive maximum benefits from the agreements.

7.2 Describe how your company handles transitioning a group of customers from an account manager with whom they have built a relationship to an account manager who is new to them?

SHI Response:

There are two types of scenarios in which we would need to transition a group of customers from an account manager with whom they built a relationship to an account manager who is new to them:

One scenario is if SHI has earned a new contract, and we helping a customer to transition to SHI from another reseller. SHI has a great deal of successful experience transitioning customers to our organization, and we have an implementation plan that will make the process as seamless as possible. SHI had the opportunity to work with a large number of NASPO ValuePoint SVAR customers to transition them to SHI when the term of the current SVAR contract first began. Any of our current SVAR references could provide input on their experience with this transition. And because we already have accounts and ordering processes established with these customers, the implementation of the new contract will be seamless.

Another scenario during which SHI would need to transition customers to a new account manager would be for current SHI customers who are transitioning from one SHI Account Executive to a new SHI Account Executive. Because the tenure of SHI's field sales team is so high, we do not have much turnover. Most current NASPO ValuePoint SVAR customers have worked with the same SHI Field Account Executive throughout the contract term. However, we do occasionally need to transition a customer. At times, we add new members to our sales team to ensure that our current team members maintain enough bandwidth to serve our customers proactively, and this sometimes requires a transition.

One way that we ensure a smooth transition is by providing our customers an Account Team approach. Our customers at SHI have access to both a field Account Executive and an Inside Sales team. There are multiple people who are familiar with each customer and understand the customer's needs and processes. We also document our customers' needs within our internal systems. These things ensure continuity during absences and vacations, as well as at a time of transition.

Regardless for the reason for the transition, there are steps we take to ensure that process is smooth:

1) Hold an introductory meeting to understand the key contacts/roles within the customer and how they are organized
2) Introduce SHI key contacts – inside and outside team and ensure customer has up to date contact information and understands who to contact for specific requests
3) Discuss current processes and best practices
4) Understand the customer's goals and vision, and what are they trying to accomplish in the next 3-5 years so we can begin (or continue) to bring appropriate solutions together
5) Conduct ongoing health checks to ensure that the customer is getting the best service and gaining efficiencies where possible

Here is what one current SVAR customer has to say about his organization's experience when transitioning to SHI from a previous reseller:

> *"In September 2011, the City of Phoenix adopted the State of Arizona Software Value Added Reseller contract with SHI. Thanks to the hard work by the account manager and her inside sales team, the transition from the previous supplier to SHI was seamless. SHI has been a great partner to the City during the last four years."*
>
> - *Larry Jue, Senior Buyer, City of Phoenix*

7.2.1 How do you ensure that all of the customers' needs are met?

SHI Response:

SHI provides a comprehensive customer support plan to ensure we are meeting each customer's needs. SHI's Account Executives are empowered to make decisions around the support of their customers, and they have the autonomy to resolve issues as they arise. Because our Account Executives are accountable and responsible for ensuring customer satisfaction, SHI is able to provide high quality customer service and ensure efficient and effective response to questions and issues. In addition, the SHI Regional Directors are engaged with the account teams to provide executive level support and to meet with customers as needed.

SHI believes in regular communication with our customers. SHI Account Executives meet with the Participating States and individual contract users to review their business with SHI. During these review meetings, we discuss purchase history, as well as the customer's future plans. With open discussions, SHI can provide tremendous value in supporting future initiatives and will engage the support teams as needed to meet the customer's goals and objectives.

SHI encourages and actively solicits customer feedback. Our Director of Quality collects customer comments and concerns to ensure they are addressed and resolved as quickly as possible. SHI sends an annual customer satisfaction survey to request feedback on our performance and the services we provide. By soliciting feedback, we remain in touch with our customers' needs.

SHI remains nimble in our approach to supporting our customers' IT needs, allowing us to address each customer on an individual basis. We understand that "one size does not fit all" and that philosophy is apparent in our service structure.

We believe our commitment to meeting our customers' needs is demonstrated in our level of success under the current NASPO ValuePoint SVAR agreement. SHI holds the most Participating Addenda and has achieved the most volume under the contract. We have met and exceeded service levels for NASPO ValuePoint and for each State during the contract term, and we have been an active participant in helping NASPO ValuePoint and the States to explore new avenues to achieve additional benefits under the contract.

Here is what one SHI customer has to say about SHI's ability to meet his organization's needs under the current SVAR contract:

> *"I am writing this letter to recommend SHI as a value added reseller of Software for the State of Arizona. I worked as an IT infrastructure manager for the Department of Corrections for six years and have been working at the City of Phoenix the past three years. I can attest that during my career in Information Technology I have never worked with a vendor that was more responsive and provided better customer service than SHI. When a quote was needed for software, SHI always provided timely service and never left us waiting. In addition SHI would contact and meet with our teams to make sure the needs of our organization were being met. When help was needed reconciling licensing SHI was accommodating and quick to help by providing useful reports. SHI is a great resource and truly an exceptional partner. I wholeheartedly recommend their services."*
>
> *-John Ryan, City of Phoenix Information Technology Services*

7.2.2 How do you ensure the new account manager is given the resources necessary to be successful in the new role?

SHI Response:

SHI understands how important it is for our customers to receive support from a representative who has the proper training and resources to best serve you. At SHI, the Account Executives who support the Participating States are solely dedicated to supporting Public Sector customers, and each has access to a wealth of resources within SHI and our publisher community. SHI Account Executives have the training, knowledge, experience, and resources needed to support the unique needs of government and education accounts. SHI offers on-going training to the members of the Account Teams in order to ensure we are providing the highest level of customer service to all of our customers. We describe our initial and ongoing training below.

SHI Account Executives –

Initial Training
All new SHI Account Executives are brought to our headquarters in Somerset, NJ for an orientation. During this time, the Account Executives meet the support personnel who are available to assist them in supporting the customers' requirements, and they learn the tools that SHI provides for supporting customers, such as quoting tools, catalog management, e-procurement, etc. In addition, the Account Executive learns detailed information about SHI's mission, our unique capabilities, and the services that we provide. Each Account Executive is supported by a Regional Director who works exclusively with Public Sector and has significant experience with Public Sector contracts.

On-going Training

- Annually, SHI holds a sales conference and all Account Executives are required to attend. During this time, the Account Executives receive refresher training and learn the new tools and services that SHI will be introducing. At this event, we also hold orientation sessions with key publisher partners, who provide product and program training, so the Account Executives have a current understanding of the products they sell.
- SHI Account Teams also attend quarterly Regional Huddles, and monthly Regional Team Calls, to ensure that we are staying up to date and sharing new ideas and best practices across all States.
- Bi-Weekly Public Sector Conference Calls—All Account Executives attend a conference call twice per month. One call is vertical-specific (i.e. State and Local, Higher Education or K-12) to help our sales team to best address the needs specific to each customer's market, and the other is a general Public Sector call where they learn the latest about Publisher programs and products as well as being updated on internal SHI resources that have been added or changed.
- Web Conferences—as needed, our manufacturer partners or SHI's Product Champions will host an internal web conference to train our representatives on their products, procurement programs, new releases and upgrades, and their technology.

7.3 Describe the training available regarding the use of this contract and how to obtain best value from it, other than on-line tutorials.

SHI Response:

SHI is proud to be a NASPO ValuePoint SVAR contract holder, and we have the privilege of working with many Participating States currently. We understand the value of this contract and the importance of supporting the current contract users, as well as bringing on new participants. Whether a customer is new to the contract, or a long-time participant, SHI offers various methods to educate our customers on the use of this contract and how to obtain best value from it.

SHI understands the importance of providing ongoing training and communication to both Participating States and individual contract users in order to successfully support the NASPO ValuePoint SVAR contract. To bring our customers value and savings under the contract, we must maximize the usage of the contract and ensure it is used effectively. We provide a variety of training and communication vehicles at no cost to the customers.

- **Webinars**—SHI has had tremendous success hosting web-seminars for our customers. The seminar series typically revolve around new technology announcements and Volume Licensing Program changes. The hosts for the seminars include the manufacturer representatives, the SHI Product Champions and/or the SHI Licensing Executives.
- **Licensing Training**—The SHI Licensing Executives are available for both on-site and web conference training

sessions specific to your Licensing Agreements and your negotiated terms and conditions. The topics for these training sessions can include license compliance, true-ups, how to purchase products under your agreements, how enterprise type agreements work and how to obtain products, and many other topics that are critical to departments and agencies.

- **Web Site Training**—The SHI Ecommerce Specialists are available to provide training to those employees authorized to access contract pricing and information at SHI.COM. SHI can schedule trainings based on the customer's level of access to the site. Upon award of contract, your Account Executive will work with the customers to determine the program and schedule that would work best for them.

7.4 **Explain what unique Value-Added services your Company will make available under a resultant contract. State whether they are to be provided at no cost. If there are costs, identify these costs on the applicable Pricing Sheet in the Cost Section.**

SHI Response:

SHI offers a wide range of value-added services to help you get the most value out of your software spend. Many of these services are available to our customers at no cost, and for customers who wish to take advantage of enhanced service levels, we do offer fee-based services as well. Throughout this proposal, we have described many types of services that we will make available to NASPO ValuePoint and to each Participating State. Below, we would like to highlight a few additional services which our customers find especially valuable. Due to our breadth of service offerings, and our desire to evolve along with our customers' changing needs, this is not a comprehensive list, but rather a snapshot of available value-added services.

Value-Added Service	Description	Free or Fee-Based
Software Expertise and Advice	SHI's dedicated Public Sector sales team has the experience and resources to provide our customers with the information and advice they need to make the right decisions for their software spend. Our expertise and advice allow our customers to save money and to achieve best value from their purchases.	Free
Pre-Sales Support-Licensing Team	The members of SHI's Software Licensing Team provide support around our customers' licensing needs, ensuring they are maximizing the benefits of their volume license agreements.	Free
Contract Training and Education, and Customer Business Reviews	The range of software options can be complex and overwhelming, and the available products and buying alternatives change frequently. SHI provides initial and ongoing training and communications to help our customers to use the contract effectively and make smart choices for their software spend.	Free
Negotiation Assistance	SHI's top-tier status with our publisher partners gives us a strong voice in the industry, and our unparalleled experience with Public Sector customers gives us keen insight into the range of available software options for customers across the country. We leverage these things to help our customers negotiate favorable pricing and terms.	Free
License Tracking and Reporting, and Renewals Management	SHI's involvement does not end when we process a software transaction. We partner with our customers throughout the contract term to track licenses, provide detailed reporting, and proactively assist with budgets, renewals, and compliance.	Free
FinePrint	Through SHI's Fine Print Service, our customers can review a set of publicly available EULAs on our web site (from www.shi.com, click on: My Account > Tools and Reports > Fine Print). Fine Print is a contract management and indexing system that organizes agreements by separating contract text into standardized clause types and identifies which terms apply to various products and use cases, and then organizes the data into an easy to find format.	Free

Software Solutions Services	Our Solutions team will help you to identify the right software tools and technology, and then (if desired) execute the implementation of in-scope services so that you can focus on your business. Our services help accelerate your time to productivity and value – so that you can deliver results to your organization sooner.	Free or fee-based, depending upon the scope of the requirements

8. Explain how your Company will:

8.1 Retain publisher certification levels and improve on them.

SHI Response:

SHI is a top tier reseller for the publishers included within this RFP. We have met or exceeded the publishers' certification requirements during the current SVAR term, and we will continue to do so over the term of the next agreement as well. As evidence of our certifications and commitment to partnering with the publisher community in support of the SVAR agreement, SHI is providing letters of authorization for the key itemized publishers (**ATTACHMENT B_Methodology_SHI_Letters of Authorization.pdf**), a listing of SHI's major Publishers and our authorization/certification level with each (**ATTACHMENT B_Methodology_SHI_Reseller Certification.docx**), as well as a sample report of publishers represented under the contract over the last calendar quarter of the contract (**ATTACHMENT B_Methodology_SHI_Represented Publishers.xlsx**). SHI's product catalog contains a vast number of Software Publishers and Hardware Manufacturers—more than 15,000 at present time. We would be pleased to provide you with information regarding our authorization level and capabilities around any publisher you request.

8.2 Work to reduce costs to obtain publisher products?

SHI Response:

SHI has earned top-tier status with the major software publishers, which means that we have access to highly discounted pricing levels. In addition, we regularly communicate with our customers and with our publisher partners to identify opportunities for even further savings. Here are just a few ways in which we regularly reduce costs and save our customers money for their software needs:

- Review purchasing alternatives such as subscription vs. perpetual, and on-prem vs. SaaS, to help our customers identify potential cost savings
- Request special pricing for Government or Education customers – sometimes reduced costs are available for customers once SHI demonstrates their Public Sector status
- Monitor promotions and temporary discounts, and help our customers to time their purchases so that they can take advantage of these cost savings
- Track customer spending and trends, and proactively work with publishers to negotiate volume discounts based on transactions and/or cumulative spend
- Understand, analyze, and present our customers with Volume License Agreement options which will reduce costs
- Leverage our license tracking and reporting to help our customers understand the quantities in which they need to purchase; often customers spend more than they need to in order to be sure of compliance, and we can help reduce costs by verifying proper licensing
- With the visibility of our PRO timeline for renewal management, SHI can identify opportunities to consolidate and co-term purchases to reduce customers' costs

8.3 How does your Company respond to customer complaints and service issues?

SHI Response:

SHI is committed to providing high quality customer service and support. The Account Teams are available during normal business hours, with emergency coverage also provided by the Account Executives and the Regional Directors.

By empowering the Account Teams to manage all aspects of customer service and to resolve issues, SHI provides a simple,

streamlined, and effective escalation path. Most issues are resolved without the need for escalation outside the Account Team. However, all members of the SHI team will welcome escalation and feedback at any time.

8.4 **What is your Company's escalation process?**

SHI Response:

Customers are invited to engage any member of the SHI team to escalate a concern. When a customer is looking for guidance on the best way to escalate a potential concern, our recommended escalation process is as follows.

Escalation Point	Responsibilities	Response Time
Inside Account Managers	Day-to-Day customer service questions, such as order placement, order tracking, quotations, return authorizations, licensing questions, etc.	Within 4 business hours, with at least status on resolution, if not with the final resolution.
Account Executives	Overall management of the relationship between SHI and the customer. Has the authority to take into consideration special circumstances to make exceptions to SHI's general policies.	Within 4 business hours, with at least status on resolution, if not with the final resolution.
Inside Sales Manager	Responsible for the management of the daily activities of the Inside Account Managers	Within 4 business hours, with at least status on resolution, if not with the final resolution.
Director of Inside Sales	Management of the Inside Account Managers. Escalation point for any over-all quality concerns at SHI	Within 8 business hours with either status or resolution.
Regional Director, Public Sector Sales	Management of the Account Executives. Has the authority to approve contract terms and conditions and to make exceptions as deemed appropriate.	Within 8 business hours with either status or resolution
Senior Director of Public Sector Sales	Executive authority to approve terms and resolve issues.	Within 8 business hours with either status or resolution

9. Problem Resolution

9.1 **Scenario 1: Describe at least one recent situation where your Company made a major error that resulted in dire consequences for a customer. Detail the error and what changes your Company has made to avoid repeating the error in the future. In this situation, the problem is not solved in time to take care of the customer, and the customer is likely lost.**

SHI Response:

In 2012, SHI had the opportunity to work with Citizens Property Insurance in Florida for various projects, including their HP needs. SHI made an error in our shipping and actually sent a number of products earlier than the customer had anticipated. This disrupted the operations of Citizens Property Insurance so significantly that they decided to move their HP business away from SHI. This proved to be an important learning experience for SHI, because we discovered that at that time we were not familiar enough with this customer's mission, or aware enough of the tight timeframe in which they needed to operate.

Citizens Property Insurance deals with disasters in the State of Florida, and their business is highly cyclical and yet very difficult to predict. Some aspects of their operation lie dormant during parts of the year, but require substantial resources at other parts of the year, such as during hurricane season. As a result, they require vendor responses to be extremely fast, and they need access to product deliveries in a very narrow window of time. For example, they may expand their organization by 1,300 or 1,400 temporary staff members during times of hurricane activity. They need any IT deliveries for that supplemental staff to be delivered on time – not too late and (as we learned) not too early.

SHI has made a couple significant advancements in our mindset and our approach since we encountered this challenge in 2012. One advancement is that we now make it a priority, organization-wide, to better understand our customers' missions. SHI has always taken pride in our transactional efficiency, but we recognize that providing best value to our customers means so much more than just delivering products quickly or at the lowest cost.

Another advancement that we have made is in our ability to better customize a customer's experience to help them realize the most benefits from their partnership with SHI. For Citizens Property Insurance, we realized that the nature of their business means they

simply cannot afford any surprises in their order and delivery schedule. In certain situations like this, we now have the ability to assign a project manager to closely manage all details of the customer's experience working with SHI. We are currently in the process of designing a custom solution to offer Citizens Property Insurance that will include a project manager, and – depending on volume – perhaps a full-time SHI representative who will be based on-site at the customer location. We are hopeful that, with these changes in mindset and approach, we will have another opportunity in the future to work with Citizens Property Insurance for their HP needs.

With the volume of business that SHI handles, there are times when errors or misunderstandings occur. We make every effort to maintain a very low rate of errors and to act quickly when an error does occur. While SHI never wants to lose the opportunity to serve a customer, we try to take advantage of every opportunity to learn and grow as a partner for our customers. SHI is proud of the advancements that we have made, and continue to make, in helping our customers to achieve their mission. Far from just being a transactional reseller, SHI strives to help all of our customers identify the right products to address their needs, acquire those products in the manner that makes sense for their unique requirements, and successfully adopt the technology they have acquired.

9.2 Scenario 2: Describe at least one recent situation where your Company made a major error that had potential dire consequences for a customer. Detail the error and what was done to correct the situation. To what lengths did your Company go to take care of the customer? What changes (if any) did your Company make to avoid repeating the error in the future? In this situation, the problem is solved in time to take care of the customer, and the customer is likely not lost.

SHI Response:

In the spring and summer of 2015, SHI had been working closely with the Oregon Department of Human Services and Oregon Health Authority on their MAGI Project to build an ACA solution that would replace the previously implemented Cover Oregon. Over the course of a few months, the SHI team worked with DHS/OHA, Deloitte, and various publishers to make sure that the software needed to make the project successful was licensed and priced appropriately, while also ensuring everything could be fully delivered prior to the end of June. Many quotes saw numerous iterations as they were fine-tuned, and there were multiple extensions of the quotes' expiration dates as talks went on. One such Ipswitch quote that needed to be updated and extended was requested through Ipswitch's distribution partner. It was on this quote that the distributor accidentally misplaced a decimal point, which would amount to a very costly mistake.

Unfortunately, SHI did not immediately catch the error on the quote that we had received from Ipswitch's distribution partner, and we quoted DHS/OHA based on the new, much lower quote we had just received. DHS/OHA placed their order with us and we placed ours with distribution, who eventually kicked it back due to a major pricing discrepancy – the new quote that had totaled roughly $29,000 should have actually been almost $58,000. By the time SHI was made aware of the discrepancy, DHS/OHA was already in desperate need of the Ipswitch software so that they could keep the project on schedule and utilize the funds that had been earmarked for that purchase.

Distribution refused to absorb the loss as they said SHI should have recognized the error before sending the quote to DHS/OHA. Taking the financial burden of the additional $29,000 difference was out of the question for DHS/OHA. Ipswitch did not want to discount further as the error did not originate with them. SHI was caught in the middle, since the original error was not ours, but we certainly knew it was not the customer's responsibility to come up with additional funding. As SHI brainstormed solutions and pursued various routes to rectify the issue, precious hours and days were slipping by, leaving the customer more frustrated with every lost minute. Eventually, DHS/OHA offered to pay a portion of the difference. Knowing this was not the customer's fault and that accepting their offer would only damage our relationship, we did not accept.

With all other options exhausted, SHI escalated the issue high enough within our company that we could leverage the potential loss of SHI's relationship and purchasing power to force the distributor into accepting our order at the misquoted $28K. We worked with the distributor and Ipswitch to ensure that the order was then processed and expedited through everyone's systems. The license keys and download links were delivered to DHS/OHA in enough time so as not to negatively impact their project timeline or budget. Our communication with all parties, problem-resolution skills, and status in the industry all culminated in the customer receiving the software on-time and at half the cost, turning a potentially dire situation around, and restoring the solid relationship we had been building up until that moment. To this day, SHI and DHS/OHA still work side-by-side on a daily basis. They remain SHI's largest customer in Oregon, and they have indicated that SHI continues to be one of their most trusted partners.

SHI places a great deal of value on the relationships that we hold with our customers and our suppliers. We understand that during large, complicated projects with multiple iterations, sometimes errors can occur. Our commitment is to always address any such errors promptly and courteously, and with the customer's mission in mind. One change that we implemented as a result of the situation described above is to add internal checks and balances when dealing with multiple iterations of the same quote. This ensures that we always know which version is most current and better enables us to immediately identify any significant changes in the quote value, giving us the opportunity to verify the accuracy within the information we receive from our publishers and their authorized distributors prior to putting anything in front of the customer. In addition, immediately upon becoming aware of this issue,

the SHI Account Executive for the State of Oregon implemented a regular status check with the customer to go over all open issues on the project until they were wrapped up to the customer's satisfaction. These changes are consistent with SHI's continuing commitment to helping our customers achieve their mission – a commitment that we intend to uphold for all customers under the new SVAR agreement.

10. Product Return Process

Describe the proposed product return process in the following situations:

10.1 Scenario 1: Product was ordered. The order was filled and shipped correctly. After the order was accepted, AP discovered it ordered the wrong product and wants to return the product.

SHI Response:

Upon discovery that the wrong product has been ordered, the Authorized Purchaser may contact their Inside Account Manager at SHI to request the return. Provided the product is within the manufacturer's return policy, we will issue the return authorization. If the product is non-returnable, but it is a standard/stocked item, SHI will accept the return from the AP. We also will negotiate with the manufacturer on behalf of the customer and make every effort to obtain a return exception, as necessary.

SHI does not impose restocking fees; however, if a fee is charged to SHI from the manufacturer, we will pass that through to the customer.

10.2 Scenario 2: Product was ordered. The order was filled and shipped. After the order was accepted, AP discovered the product delivered did not match the product that was ordered. AP would like to return the product.

SHI Response:

To remedy this situation, the Authorized Purchaser need only notify SHI within 30 calendar days of receipt of incorrect shipment. The Inside Account Manager will issue the return authorization and will process a replacement order for the correct order to be expedited to the AP. Since this scenario is not the result of an AP error, but rather an order entry or shipping error made by SHI or a software publisher or distributor, naturally the AP would not be responsible for any fees. Please note also that even if the error is caught more than 30 days after receipt, SHI will make every effort to work with the software publisher or distributor on the AP's behalf to facilitate a return.

11. SVAR Performance - Describe the process to be used to track and document the SVAR's performance, to include "Cost Savings" achieved, under this Contract. See Section 3: Scope of Work, Items 3.5.3 and 3.5.4.

SHI Response:

As described in this proposal, SHI regularly conducts meetings with contract users and Participating States to review purchasing trends and identify areas for cost savings. We would welcome the opportunity to meet quarterly with the LSCA and each PSCA to conduct a review of sales volumes, trends, and savings that have been achieved or which we plan to achieve by implementing new programs. Since not all publishers provide meaningful list prices, we believe the best measure of savings under new programs will be observed by comparing prior spend and benefits with new spend and benefit levels.

SHI also looks forward to meeting with the LSCA and the Sourcing Team each year. We have taken these meetings seriously over the term of the current contract and used them as an opportunity to analyze the contract status, understand LSCA and Sourcing Team priorities, and look for ways to enhance our performance under the contract even further. We agree to perform customer satisfaction surveys and self-audits prior to the annual meetings, and we welcome feedback from the LSCA and the Sourcing Team as well.

SHI places great value on our partnership with NASPO ValuePoint, the LSCA, the Sourcing Team, and each Participating State. We would be honored to continue this partnership, and to continue to derive even greater benefits on your behalf, over the next contract term.

Order Confirmation

SHI International Corp.
290 Davidson Ave.
Somerset, NJ 08873
Phone: 888-235-3871

Sales order	S325 5 7
Order date	5/ /2015
Customer Account	10237
Customer PO	ADSPO11-007500:35 9
Customer Reference	
Payment	Net 30 Days

SHI Account Executive	Amelia Jakubczyk
SHI Account Manager	Thomas A Wospil

Ship Via EDE GRO ND

Bill To
evin Lawler
A Dept of Administration
100 N. 15th Ave
Suite 202
Phoenix, A 85007
nited States

Ship To
STATE PROC REMENT O ICE
ISD
100 N. 15th Ave
Suite 00
Phoenix, A 85007
nited States
ADSPO11-007500:35 9/ evin Lawl

Item No. / Mfg Part No.	Description	Qty Ordered	Unit Price	Extended Price
277 9 79 P73-0 309 MICROSO T SELECT	WinSvrStd 2012R2 SNGL M L 2Proc 2012 R2 Windows - Multiple Windows Platform Single Language Software Contract number: ADSPO11-007500 Country of sage: SA	38	57 .00	21,888.00

uote: 95793 7

Sales Balance	21,888.00
Freight	0.00
Recycling Fee	0.00
Sales Tax	1,81 .71
Total	23,704.71
Currency	USD

* This Is Not An Invoice *
Thank You for Your Order

The Products offered under this order confirmation are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

SAMPLE OF SOFTWARE PUBLISHERS PROVIDED BY SHI TO CURRENT SVAR CUSTOMERS UNDER THE CURRENT CONTRACT TERM

This is not intended to be a comprehensive list, but rather a representative sample of actual Software Publishers whose products SHI has supplied under the current contract. We will continue to supply any and all software that SVAR customers request, and that Software Publishers are willing to offer via resellers. We will research and source new Software Publishers and new products under this contract throughout the contract term, to ensure maximum contract value and ease of use for Contract Users.

1E
2BrightSparks
4D
Abacus Data Systems
ABBYY Software House
AbleBits
Abrosoft
Absolute Software
Accellion
Access Data
Accusoft Pegasus
Accuvant
AccuZIP
ACDI
Acer
ACL
ACL Services
ACL SERVICES LTD
Acresso Software
Acro Software
Acronis Software
AcrossSoft
ActiGraph
Actionable Intelligence Technologies, Inc.
activePDF
ActiveState
ActSoft
Actuate
Acunetix
Adept Computer Solutions
ADInstruments
Adiscon
Adlib Software
Admin Arsenal
Adobe
Advanced Global Systems
Aerohive Networks
Affixa

Agate Software
Agilaire
Agilent Technologies
AgiSoft
AGS Ltd.
Ai Squared
AINS, Inc.
AirMagnet
AirServer
AirWatch
Akamai
AKVIS
Alfred Publishing
AlgoSec
Alicat Scientific, Inc.
AlienVault
ALK Technologies
Alliance Enterprises
Allround Automations
Alpha Card
Alpha Software
Alsoft
Altaro
Alternative Technologies
Alteryx
Altima Technologies
Altova
Altrinsic Solutions
amCharts
AM-Microsoft
Ampad
Amrein Engineering
Analytic Technologies
Andrews Technology
ANSYS
Antenna House
Anylogic
ApexSQL Software
AppAssure Software
AppDynamics, Inc.
Apple
Applied Biomathematics
Appriss
Appsense Technologies
Aptean
Apycom Software
Aqua Connect

Aquaveo
Araxis
Arbutus
Archetonomy, LLC
Argent Software
Ariett
Arrow Enterprise Computing Solutions
Articulate Global
ARX Inc.
ASG
ASG Software Solutions
Ashisoft
Aspose
Asprise
AssetWorks
Associated Press
Astute Graphics
A-T Solutions
Atalasoft
Athena Computer Power Corporation
Atlas Business Solutions
Atlas TI
Atlassian
A-TSolutions
Attachmate
Audience Resonse Systems
Audimation Services
AudioCodes
August Tenth Systems
Auresoft
AutoCoder
Autodesk
Automic
AVADA
Avangate
Avanquest Software
Avanstar
Avante Solutions, Inc.
Avantstar
Avenza Systems
AvePoint
AVG Technologies
AVID
Avid Technology
Avocent
Avoka
Avolve Software

Aware, Inc.
Awareness Technologies
Axceler
Axiom
Axis Communications
Axle Video LLC
Axosoft
Axure Software Solutions
Axway
AXWAY INC
B2Gnow
Backbone Communications
Balesio
Balsamiq Studios
Barracuda Networks
Baystate Consulting
Beacon Application Services Corp
BeezWax
BeLight Software
Ben Software
Benthic Software
Bentley Systems
Berichthaus Software
Best Practical Solutions
BeyondTrust Software
Big Bang LLC
Bind Tuning
Biner AB
Biomatters
Biosoft
Birch Grove Software, Inc.
Biscom
Bitdefender
Bitvise
Black Ice Software
BlackBag Technologies
BlackBerry
Blackboard
Blancco
Blue Marble
Bluebeam Software
Bluesnap
BlueStripe Software, Inc.
BMC Software
Boinx Software
Bombich Software, Inc.
Bomgar

Bosch Group
Box
Bradford Networks
Brady
BrainStorm
BrightWork
Brocade Communications Systems
Brooks Internet Software
Browserstack
Burstek
Business Management Systems
ByteScout
C2C Systems
CA Technologies
CadSoft Computer
Caliper Corporation
Campbell Scientific
CampusCE
Capital Software Inc
Carahsoft Technology Corp.
Carahsoft-Adobe
Cardinal Systems
Carlson Software
Cassidian
Castelle
Catalogic Software Inc.
Catch Intelligence
CBT Nuggets
CBTClips.com
Cell Trust
Cellebrite
Cellebrite USA, Inc.
Centrify
Centurion Technologies
Century Software
Cenzic
Cerberus
Cerebrata
ceTe Software
CGTech
Check Point Software Technologies
Checkpoint Systems, Inc.
Cherwell
Chevin Fleet Solutions
Chicago Soft Ltd.
Chicago-Soft
Ci Technologies, Inc.

Ci Techonologies, Inc.
Circle Systems
CIRCLE SYSTEMS INC.
Cireson
Cisco Systems
Citilabs
Citrix Systems
Citrix Systems-IBM
Civiltech Software
Classapps.Com
CLC BIO
Clearpicture
Cleverbridge
Click Studios
Cloud Nine Solutions
Cloud TC
Cloud9
CloudFlare
Clover Technologies Group
CMMS Data Group
CoCENTRIX
Cocobolo Software
Code42 Software
CodeSmith Tools
CodeWeavers
Codework
Cogniview
Collabion
CollabNet
Collaboris
Collegesource
Columbitech
Column Technologies, Inc.
ComFit Learning LLC
CommVault Systems
ComponentOne
ComponentSource
Computer & Structures, Inc.
Computer Lab Solutions
Computer Systems Odessa
Compuware
COMSOL
Condusiv Technologies
CONNX Solutions
Constant Contact
ContentWatch
ContextMagic

Continental Imaging and Tech
Control Point
ConvergePoint
Converter Technology
Copernic Technologies
Core Security Technologies
Core Tech
Corel
Correlog
Cortada
Corticon Technologies
Corwin Press
Cosign by Arx
CozyRoc
CPL Systems
Cranel Imaging
Credltron
Crosscheck Networks
Crown Pointe Technologies
CrushFTP
Crypton Computers Ltd.
CyberArk
Cyber-Ark Software
Cyber-Ark Software, Ltd.
CyberLink
CyberPatrol
CyberScrub
CyberTeams
Cycling 74
D3 Secruity
Dancing Dots
DASSAULT SYSTEM
Data East
Databank IMX
Datacard Group
Datachem Software
DataCore Software
Datamation
Datanamic
Datawatch
DB Solo
dBase
Debenu
DecisionPro, Inc
Dedoose
Deep Freeze
Delcam

Dell
DeLorme
Design Science
Devart
Developer Express
Devolutions
DHI
DigiCert
Digital Airware
Digital Intelligence
Digital River
Digital WarRoom
DigitalPersona
Diligent
Distinct
Divergent Media, Inc.
Dlt Solutions
DME Forensics
DNN Corp
Docusign
Dolphin Computer
DotNetNuke
Dovestones Software Ltd
dtSearch
Dubmenow, Inc.
Duxbury Systems
Dyn
Dynamsoft Corporation
E. Crane Computing
Easeus
EasyLobby
EasyTools
Easyvista, Inc.
EazyDraw
eCivis
ECNetworks
Econ Technologies
ECOPRINTQ
Editor Software
Editplus
EDS
eEye Digital Security
Effective Agile Development, LLC
EFI Electronics
Egress Software Technologies Ltd
Ej-technologies GmbH
Ekahau

Ektron
ElcomSoft
eLearning Force
eLearningArt
Elixir
Elsinore Technologies, Inc.
EMA Design Automation
Embarcadero Technologies
EMC
Emco Software
Emergent Systems Exchange
Emerson Electric
EMS Database Management Solutions
Encase
enChoice
Encore Software
Encryptomatic, LLC.
EnergyCAP
Enfocus Software
Ensoft, Inc.
Enterprise Networks Solutions
Entrinsik
Entrust
EnviroSim Associates Ltd
Envoy Data
Ephox Corporation
Eplus
Ericom Software
ERP Accessories, LLC
eSchool Solutions, LLC
ESET
Esi 911
ESI Acquisition
Esker Software
Estima
Evanced Solutions
Everbridge
Evermap Company
EViews
EVO PDF
ExactSolutions
ExclamationSoft
Executive Information Systems
Exelis Visual Information Solutions
Exepron
EXP Systems
Experian QAS

Express Metrix
Extensis
Extensis Corporation-acad
Extrahop
Extreme Networks
F5 Networks
FabulaTech
Famatech
Faronics
Faster Asset Solutions
FastReports
FastSpring
FaxBack
Fdr Innovations
Febooti software
Fernico
Fiberlink Communications
FileHold
FileMaker
FilmLight
FireEye
FishNet Security
Flexera Software
Flexsim
FLO-2D Software, Inc.
FluidSurveys
Fluke
FMS
Follett Software Company
Fonts.Com
ForensiT
Formsoft
Formulasoft
Fortify Services
Fortinet
Fortres Grand
Foxit Software
Freedom Scientific
FSPro Labs
Fujitsu
Fusion Charts
FutureSoft
GameSalad
Gaming Informatics
GAMS Development Corporation
Gehry Technologies
Gentleware

Genuitec
Genus Technologies
Geofeedia
Geo-Slope
GeoTrust
Geowise
GFI Business Solutions
GFI Software
GIGATRAK
GL Solutions
Gleim
Global Classroom, Inc.
Global Knowledge
Globalcerts
GlobalSCAPE
Globalsign, Inc.
GLOBO MOBILE
Go2Group
GoCanvas
Golden Software
Good Technology
Google
goQ
GovDelivery, Inc.
Goya
GPS Heroes
Gps Navigation For Pdas
Grahl Software
Granicus
Graphon Corp.
GraphPad Software
Gravic
Gravic, Inc.
GreyHeller
GroupLink
Gt Software, Inc.
Guidance Software
Guidebook
GuideK12
Gupta
Gurock Software GmbH
GWAVA
Gwava, Inc.
Harbinger Group
Harte-Hanks, Inc.
Hdi
HDRsoft

HDS
Health Financial Systems
HeathLandscape
Helicon Soft Ltd
HELIOS Software Solutions
helpIT systems, inc
Helpstar
Hemoco
Heritage
Hewlett Packard
HiBase Group
HID Global
Highsoft
Highstock
HiSoftware
Hootsuite
Hostbridge Technology
HP Autonomy
hugin
Hydromantis
Hydronia
Hyland Software
IBE Software
IBM
Iboss Security
Icewarp
Icm Conversions
ICM Document Solutions
Idea
IDENTICARD
Idera
IDM Computer Solutions
IDMS
Ifax Solutions, Inc.
iGrafx
IHS Global Inc.
iLinc Communications
Ilium Software
Image Solutions
ImageWare Systems
Imagine Solutions
Imagine That
Imation Corp.
Impulse Point
IMS Software
IMSI/Design
INAalert

Inbit
inData Corporation
Independence Science
InfinaDyne
Info Group
Infor
Infor Public Sector
InfoRad
Informatica
Information Builders
Information Shield
Informative Graphics
InfoSol
Infragistics
Infusion
Ingram Micro
Innotas
Innovation Data Processing
Innovative Data Processing
InRule
Insight
Insight Software Solutions
InsightSoftware.com International
Insperity
Insperity Business Services
Inspiration Software
Inspyder Software
Intel
Intellaspace
Intellisoft
Intercrypto Ltd
Interface Technical Training
Intermedix Emsystems
InterSect Alliance
Interwork Technologies, Inc.
Inteset LLC
Intime Solutions
Intuit
Investintech.com
IOGEAR
Iolo Technologies
IOPLEX Software
ipConfigure
Ipro Tech, Inc.
Ipswitch
Iron Networks, Inc.
IS Decisions

Isee Systems Inc.
i-Sight
ISIMTEC
iSpring Solutions
IssueTrak
ISYS Search Software
iZotope
JAM Software
Jama Software
JAMF Software
Jaspersoft
JavaScriptSpellCheck.com
Javelina Software, LLC.
Jaws
JB&A
Jbanda
Jeff-Net
JetBrains
JFrog
JiJi Technologies
JIVE SOFTWARE
JMS Software
Jolly Giant Software
JSI
Jspell
Jump Forward
JumpStart Guides
Juniper Networks
JW Software
Kaltura
Karamasoft
Kaspersky Labs
Katana Forensics
Kayako
Keelio Software
KEMP Technologies
Kernel Data Recovery Software
Keyoti
Knowledge Lake
Knowledge Matters
Knowledge Presenter
KnowledgeBroker
KnowledgeLake
KnowledgeNet
Kodak
Kofax Image Products
Kovai Ltd

Kronos
Kurzweil Educational Systems
KWizCom
LabStats
Lancope
LANDesk Software
Lansweeper
Larsa
Laserfiche
LaserSoft Imaging
Latitude Geographics Group
LAWBASE
Layton Technology
LBM Systems
LEAD Technologies
LeanSentry
LeapFrogBI, LLC
Learning Objects
Legal Files Software
Leica Geosystems
Lenovo
Lepide Software Pvt. Ltd
Levi, Ray & Shoup, Inc.
Lexipol
LexisNexis
Libera
Lieberman Software
Lifeboat Distribution
LightGov
Lightspeed
Lightspeed Systems
Lightspeed Systems Sales, Inc.
LIMINEX INC.
Linoma Software
Linqpad
LiveAction
Livestream
LizardTech
Lmhsoft
Loadbalancer
LoadStorm
Logic Extension Resources
LogicMonitor
Login VSI
Logmein, Inc.
LogRhythm
L-Soft International, Inc.

LSoft Technologies
Lucid Software
Lucion Technologies
Lumension Security
Lynda.com
Lynk Software
Lyris
M86 Security
MacKichan Software
MacKinney Systems
MACROSCHEDULER
MadCap Software
Magnet Forensics
Magnetic Forensic
MailStore Software GmbH
Mainstream Software Inc.
Malewarebytes Corporation
Maltego
Malwarebytes
ManagerPlus
Maptech
Mariner Software
Marshall And Swift
MASS Group Inc.
Master Lock Company
MatchWare
Materialise
Matrix Science
Mavbridge
Mavro Imaging
MAXON Computer
Mayer Johnson
McAfee
MCM Technology
Mctrans
MDX Software
Media Cybernetics
Mediasite
Mekentosj
MELISSA DATA
Melissa Data Corp
Messaging Architects
MESTRELAB RESEARCH
Meta-Analysis
MetaGeek
Metalogix
Meyer Instruments, Inc.

M-Files
Micro Focus
Microcall
Micromain Corporation
MicroMat
Micromat Inc.
Micron Systems, Inc.
Microsoft
Midasoft Inc.
Milestone Systems
Millennium Software
Millet Software
Millisecond Software
Mindgems
MindJET
Minitab
MiniTool Solution
Mitchell Snow
Mj Photocopy
MJT Net
MK Partners
Mobatek
MochaSoft
Montala
Morphotrak
Mozy
MPI Tech
Mrc Systems, Inc.
Multiforce
mutualink
MX Tools
MyCommerce
Myeclipse
MyFonts.com, Inc
MyTopo
Nagios
Nagios Enterprises
Namescape
NanoPac Inc.
National Instruments
Navarre
Navicat
NBS
NCH Software
NCP Network Communications Products Engineering
NEOGOV
Nero

Net Support, Inc.
NetApp
Netbrain Tech
NetCentric Technologies
NETEC International, Inc.
Netflexity
Netikus.net
Netlib
Netmail
NetManage
NETMINER CYRAM
NetMotion Wireless
NetOp
NetSupport
Net-Wall
Network General
Network Instruments
Network Solutions
NetWrix Corporation
New Relic
Newell Rubbermaid
Nexic, Inc.
Next Level Assistive Technology
Next Level Security Systems
NextLevel Software
Nexus Technology
nFocus Solutions
Nginx, Inc.
Nicus Software
Nintex
Nitro PDF
NMS Imaging
Nobeltec
Norex
North Atlantic Publishing Systems, Inc
Northrop Grumman Corporation
Northwest Performance Software
Notify Technology
Nova Development
Novell
Nsoftware
NTP Software
Nuance Communications
Nulana
Numara Software
Nvivo
O2 solutions

Odysseyware
Office Tracker
Office Tracker
OfficeView Software
OfficeWork Software
Okta, Inc.
OmniGroup
Onbase
ONLC Training Centers
Onyx Graphics, Inc.
OOKLA
Openim Ltd
OpenText Corporation
Opex Corporation
OPSWAT
Optimal Idm, LLC.
Oracle
Organization Metrics
Orion
Orion Healthcare Technology, Inc.
ORPALIS
Orsyp Software, Inc.
Osam
Osam, Inc.
OSR International
Outlook Import
Overland Storage
Oxygen Software
Pacific Systems Group
PackTrack
Paessler Software Solutions
Palisade
Palo Alto Networks
Panasonic
PaperCut Software
PAR, Inc.
Paraben Corporation
Paragon Software Group
Parallels
Parature
Park Place Technologies
Parsons Technology Inc.
Passware
PastPerfect Software
PastPerfect Software, Inc.
Payne Consulting Group
PDS

Peak Performance Solutions
Peer Software
Peernet, Inc.
Pendragon Software
Pen-Link
People Services
Perceptive Software
Percussion Software, Ltd
Perforce
Perforce Software
Persistent
Personable Inc.
Perspective Software
PG Music
Pgi
PHD Virtual Technologies
Phire
PictoColor
Pilot Edit
Piriform
Pitney Bowes
Pitss
Pixologic, Inc.
PKWARE
plixer International
Pluralsight
Polaris Software
PolicyPak Software
Polk Software
Polycom
Polyworks
PortSwigger
Power Admin
Power Software
Powermapper
Pragma Systems
Pragmatic Works
Precision Interface Electronics
PremiumSoft CyberTech
Prezi
PRIMER-E
PrinterLogic
PRISM Europe
Progress Software
Project Manager Online Ltd
Pronexus
Proofpoint

Proteome Software
Provalis Research
Provisio
PROVISIO GmbH
Provisio, LLC.
Psigen
Ptv America
Public Engine
Puppet Labs
PushOk Software
Pyware
QQQ Software, Inc.
Qscend Technologies, Inc.
QSR International
Quadralay Corporation
Qualtrax, Inc.
Qualtrics
Qualys
Qualys, Inc.
Quantivate
Quantum
Quark
Questica
Quite Software
R&D Computer Systems
R:Base Technologies
Radware
Rainbow Scientific, Inc.
RandomPicker.COM
Rapid Quality Systems Ltd
Rapid7
Rave Mobile Safety
Raxco Software
RBASE
Readerware Corporation
ReadSpeaker
Reallusion
Realtime Soft
RealVNC
Rebex
Red Gate Software
Red Giant Software
Red Hat
ReDiscovery
RefinedWiki
Registar Systems
REL Software

Relational Architects Intl
Reliance Communications Inc.
Relsoftware
Remark Office
Renovo Software
RepliWeb
Research In Motion - Government & Education
Resource Mate
Response-Systems
Results Positive
Retrospect
Retrospect Inc.
Revisionfx
Revq
Richardson Software
Ricoh
RightAnswers
Rightfax
Rio
Riverbed Technology, Inc.
Roadmax
Robert McNeel and Associates
Rocket Division Software
Rocket software
Rocket Software, Inc.
Rocketready
RockWare
Rocscience
Roland DGA Corporation
Ron Winter Consulting, LLC.
Roxio
RPR Wyatt
RSA Security
Runner Technologies
Running With Crayons Ltd.
Runrev
Runtime Software
Safari Books Online
Safe Software
Safe Software,Inc.
SafeNet
Sage
Salesforce
Salford
Samaritan Technologies
SAND Technology
Sanitas

SANS Institute
SAP
SAP BusinessObjects
SAP National Security Services
SAPIEN Technologies
SAS Institute
Sassafras
Sata
Satori Software
Savance
SC Solutions
Scaleout Software, Inc.
Schrodinger
Schrödinger, LLC.
Scooter Software
ScreenConnect
Screwdriver
ScriptWarp
SDI Technologies
Seagull Scientific
Seapine Software
Secureauth
SecureNet Associates
Security Transcends Technology
Seiko Group
Sencha
Sencha, Inc.
SendGrid
Serena Software
ServiceNow
Service-Now.Com
Sferyx
Shahrabani & Associates
Sharegate
SharePoint Solutions
Shavlik Technologies
Sherpa Software
SHI CONFIG
SHI International Corp
SHI PSO
Siber Systems
Sidra Solutions
Sierra Analytics, Inc.
Signalscape
SignCAD
SignUp4
Simplemaps.com

Simpleware Ltd.
Simx
Singular Inversions Inc.
Sitecore
Siteimprove
Sketchup
SkillSets Online
SkillSurvey
SmartBear Software
SmartCode Solutions
SmartDraw.com
SmarterBetterCities AG
Smartxls
Snail Software
Snap Surveys
Snapt
Snaptrends
Snowtide
Socrata
SoftArtisans
Softera
Softerra
Softomotive Ltd
Software AG
Software Shelf International, Inc.
SoftWright
SolarWinds
SonarTRX
Sonatype
Sonic Foundry
Soniclear
SonicWALL
Sony
Sophos
Sorenson Media
Sotel Systems, LLC.
SOTI
Sourcecode
South River Technologies
SP Marketplace
Spamtitan
Sparkol
Sparx Systems
Specops Software
SpectorSoft
Spellex Development
Splunk

SQLBI.com
Squirrels LLC
SRA International, Inc.
Stack Ideas
Stanford Business Software, Inc.
Stanley Black & Decker, Inc.
Stardraw
StarNet Communications
Stata Corp LP
Stata Corporation
StataCorp
Statera
StatPoint
Statseeker
Stealthbits
Stealthbits Technologies, Inc.
Stimulus Software
Stoneware
Storage Engine, Inc.
StorageCraft Technology
Stormwind
STORServer
Strategic Matching
Stream Link Software
StreamLink Software
StruCalc
Sublime Text
SubMain
Sumtotal
SumTotal Systems
Surveygizmo
SurveyMonkey
SusTeen
SweetScape Software
Swiftpage
Symantec
Symantec - Verisign Licensing
Symmetry
Symtrex
Syn-Apps
SynchriMedia
SyncRO Soft
Syncsort
Synergy Software
Sysinfo Tools
Systat Software
System Automation

System Innovators
System Tools Llp
Systems Technology Inc.
SystemTools
SystemTools Software, Inc.
TAB Products
Tableau
Tac 10, Inc.
TAL Technologies
Tangent
Tavultesoft
TDMobility
TeamSolutions
TeamViewer
TeamViewer GmbH
Tech Data
Technology Solutions
Technosolutions Corporation
TechSmith
Tecplot
Tectia
Teel Technologies
Teklynx International
Telerik
Telestream
Telog Instruments
Tenable Network Security
Terminal Works
Tetra4D
Texas Instruments
Texthelp
Thawte
The Eye Tribe
The MathWorks
The OpenNMS Group
The Portland Group
The Software Company
The Software Labs
TheBrain Technologies
TheEscapers
ThinClient Computing, LLC
ThinkBuzan
ThinkTank
Thomson Reuters
Thought Communications
ThreatGuard
ThreatTrack Security

ThreatTrack Software
Thunderhead
Thunderstone Software
Thycotic Software
Tibco Software
Tiger Tables
TigerText
Timeclock Plus
TimeValue Software
TLO
TMS software
TNT Software
Toad Software
Tobii
Tools4ever
Tracker Products, LLC.
Tracker Software
Trafficware
Transoft Solutions
Transtech Systems
TransUnion
Trend Micro
Tricerat
Trident Services
Trilead
Trillion Software
Trimble Navigation
Trimble Navigation Limited
Tripwire
Trivantis
Troikatronix
Trustwave
tsaADVET
Tuffin Technologies
Tufin Software Technologies Ltd
Turning Technologies
Twin Star
TypingMaster
TZWorks, LLC
Ubiquia
UFS Explorer
UIU
Unicom Systems, Inc.
Unidesk
Unitrends Software
Universal Imaging Utility
Untangle

UsableNet
VanDyke Software
Vanguard Usa
Varonis
Varonis Systems
Vasco
Veeam Software
Verbi GmbH
VeriFone
Verint
VeriSign
Verismic
Vernier Software & Technology
VersataSoftware
Verypdf
Video Blocks
Video Copilot and Final Image
Viewer Central, Inc.
Vigilant Software
Visible Systems
Vision
Vision Software Solutions
Vision Solutions
VisionSolutions
VisionWare
Visual Click
Visual Computer Solutions, Inc
Visual SVN Software
Visualclick
VisualSVN
Visualware
VMTurbo
VMware
Vormetric
Vound
Vroman Systems
VSoft Technologies
Vyooh, LLC.
Wacom Technology
WareCentral.com
Wasp Barcode Technologies
WatchGuard Technologies
Waterford Technologies
Waterloo Hydrogeologic, Inc.
Wave Software
Wave Systems
WeAgeSolutions

Webcheckout
WebEx
WebMO
WebQA, Inc.
Webroot Software
Websense
WebSupergoo Software
Webyog, Inc
WhiteSmoke
WildPackets
Wilson WindowWare
WinAutomation
WinEdt
Winfrasoft Corporation
Wingware
Wintertree Software
WinWay
Winway Corporation
Wirecast
WIZIPLE
Wiziq
Wolfram
Wondershare Software
WordTech
World Software Corporation
Worldox
Wowza Media Systems
Wreally
Wrensoft
Wyse Technology
X1 Discovery
Xamarain
xAssets
Xerox
Xmind Ltd
XpoLog
Xtools
X-Ways Software
Zasio
Zebra Technologies
Zend Technologies
Zennaware
Zenoss
ZeroTurnaround
Zerto
Zimbra
Zipinfo

Zix Corporation
ZOHO Corporation
Zonar Systems
ZyLAB
zz-GETDATA PTY LTD

Software Publisher	Authorization & Support
Adobe	**Authorized Licensing Center (ranked #2)** Platinum Partner **7 Dedicated Sales & Licensing Specialists** 1 Team Manager
ArcServe	**Large Account Reseller (ranked #3)** **1 Sales & Licensing Specialist**
Attachmate	**National Reseller (ranked #1)** **1 Dedicated Sales & Licensing Specialist**
Autodesk	Volume Channel Partner - 2014 Volume Partner of the Year **1 Dedicated Sales & Licensing Specialist**
Barracuda	Diamond Level Partner **1 Security Sales & Licensing Specialist**
BMC	**Premier Partner** 1 Sales & Licensing Specialist
Box	**Platinum Partner (ranked #1)** **1 Sales & Licensing Specialist**
Check Point	Two Star Elite Partner 1 Security Sales & Licensing Specialist
Citrix	Citrix Enterprise Licensing Partner (ranked #3) LAR of the Year -2014 2 Dedicated Sales & Licensing Specialist (NJ & TX) 1 Technical Resource - Mobility

Commvault	**Platinum Velocity Partner (ranked #3)** **1 Dedicated Sales & Licensing Specialist** **1 Technical Resource –ESG**
CA	LAR-Platinum Partner (ranked #3) Partner of the Year - 2014 1 Sales & Licensing Specialist
Corel	**Platinum Partner (ranked #1)** **2 Emerging Partner Specialists**
ESET	DMR Partner (ranked #2) 1 Sales & Licensing Specialist
Google	**Premiere Partner** **1 Dedicated Sales & Licensing Specialist**
IBM	Premier Business Partner (ranked #2) 2 Dedicated Sales & Licensing Specialist, 1 Business Development Manager 6 Operations Support
Kaspersky	**Platinum Partner (ranked #2)** **National Partner of the Year 2014** **1 Security Software & Licensing Specialist**
LANDesk	National Sales Partner - Premier (ranked #3) Americas NSP Partner of the Year - 2013 2 Emerging Partner Specialists
McAfee (Intel Security)	Authorized Reseller (ranked #1)

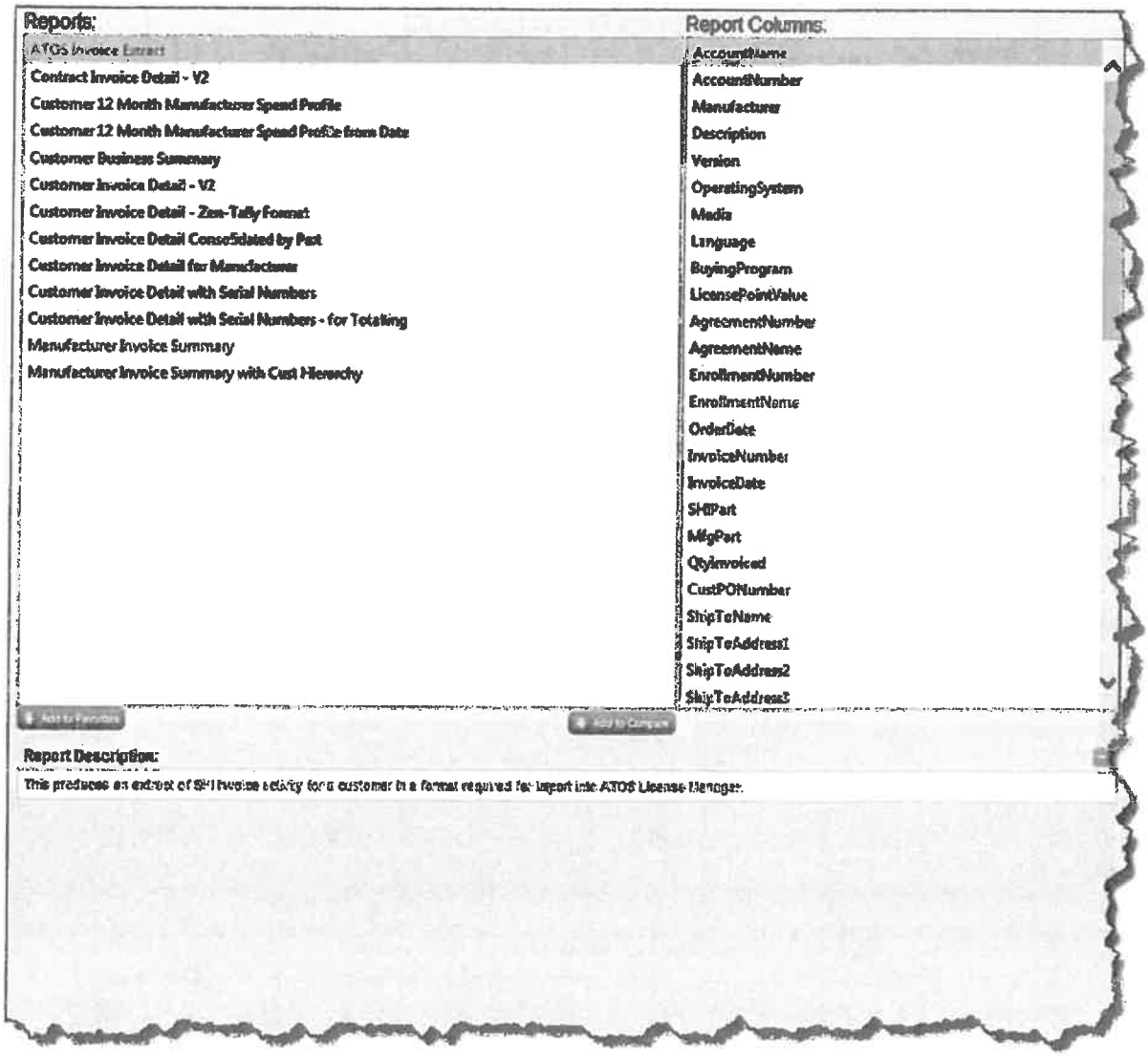
	Corporate Reseller of the Year - 2014 1 Dedicated Sales & Licensing Specialist 1 Business Development Manager 1 Technical Resource - ESG
Microsoft	LSP & EDA (ranked #1) Gold Competency Team of 70+ Dedicated Licensing & Ops Specialists, Software Assurance Benefits Administrators, and Product Champions 12 time winner of MLGP Operational Excellence Several Technical Resources - ESG
LogRhythm	Partner 1 Sales & Licensing Specialist
Net IQ	Authorized Reseller (ranked #1) 1 Dedicated Sales & Licensing Specialist
Novell	National Partner (ranked #1) 1 Dedicated Sales & Licensing Specialists
Nuance	Managed Partner (ranked #2) 2 Emerging Partner Specialists
Open Text	Corporate Reseller Partner (ranked #1) 2 Emerging Partner Specialists
Oracle	Oracle Global Platinum Partner 1 Sales & Licensing Specialist 2 SW Technical Sales Representatives

	1 HW Technical Sales Representative
Proofpoint	Platinum Partner (ranked #3) 1 Sales & Licensing Specialist
RedHat	Red Hat Ready Partner (Ranked #1) High Volume Partner of the Year - 2013 1 Dedicated Sales & Licenisng Specialist
RSA	Signature Level Partner (ranked #3) 1 Security Sales & Licensing Specialist
SAP/Business Objects	Silver Partner 1 Sales & Licensing Specialist
SolarWinds	Partner 1 Sales & Licensing Specialist
Sophos	Platinum Partner (ranked #1) Sophos Partner of the Year - (2011 - 2014) 1 Dedicated Sales & Licensing Specialist (TX), 1 Business Development Manager, 1 Security Sales & Licensing Specialist
Symantec	Platinum Partner 1 Team Manager 7 Dedicated Sales & Licensing Specialists, 1 Operations Specialist 2 Technical Sales Support 2 Business Development Managers
Tenable	Tier 1 Platinum Partner (Ranked #1) 1 Security Sales & Licensing Specialist

Trend Micro	National Channel Partner (Ranked #2) 1 Security Sales & Licensing Specialist
Veeam	Platinum Pro Partner (ranked #3) 1 Sales & Licensing Specialist
VMWare	Corporate Reseller 1 Dedicated Sales & Licensing Specialist 1 Presales Storage Solutions Architect
WebSense	Platinum DMR 1 Dedicated Sales Specialist

Standard Invoice Reports

Below is a list of the standard invoice reports SHI can provide to the customer.

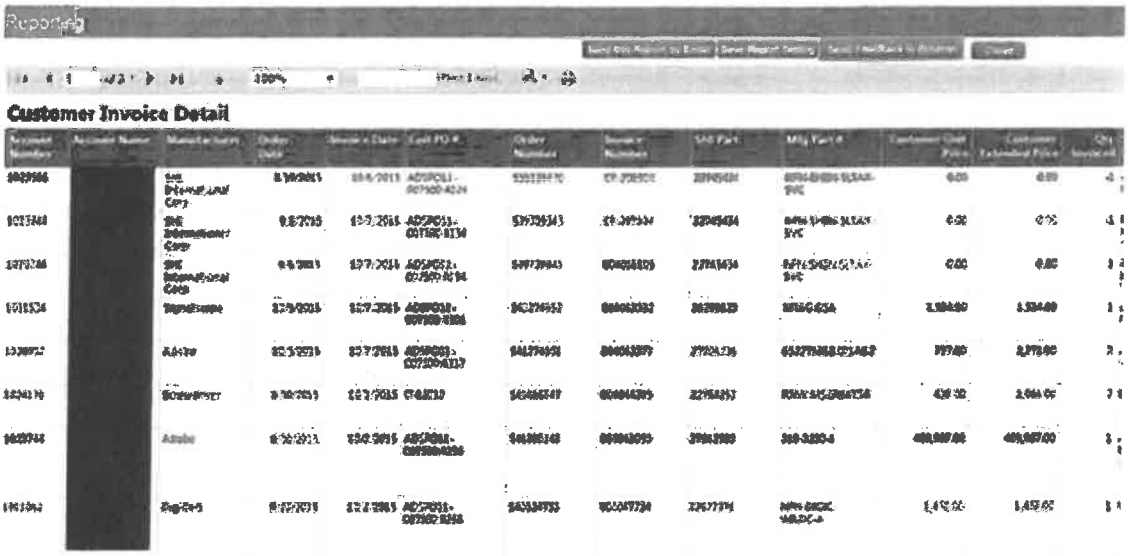


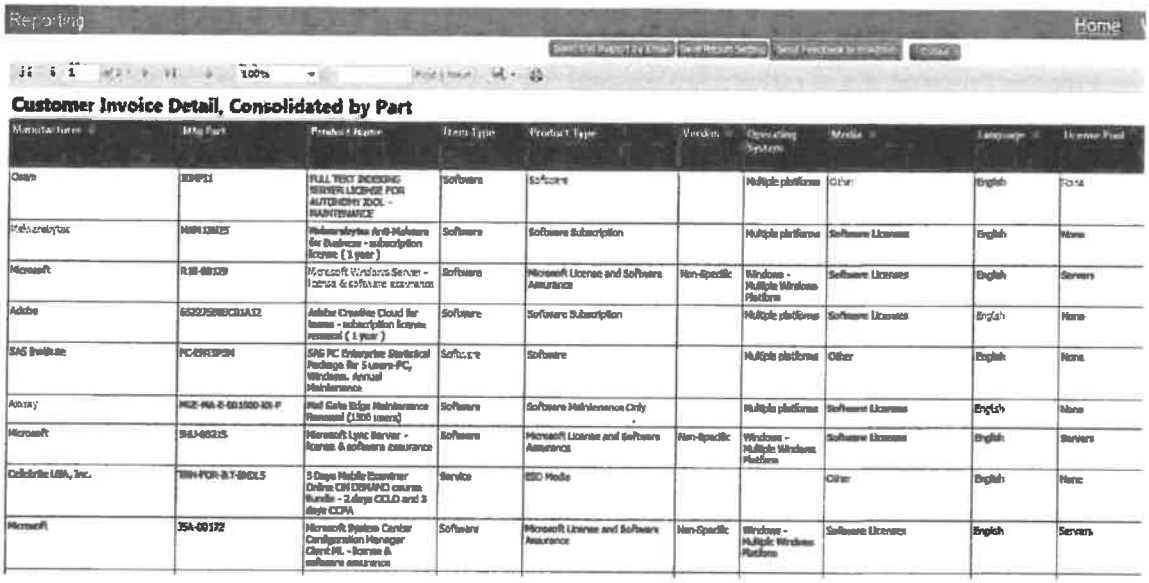
In addition to our standard invoice reports, SHI can also provide standard reports on quotes, orders, and entitlements, and we also provide some types of reports in a graphical summary format.

Following are samples of some of our most popular and commonly requested types of standard reports.

Sample Reports

Below are samples of just a few of the standard reports that SHI can provide to the customer. These are screen shots of actual reports for current SVAR customers. Note that these reports do not include all available fields, in order to fit the screen shot into this attachment, but we would be happy to send a complete report upon request. Also, customer Account Names have been removed to protect our customers' privacy.





Reporting

Home

100%

Customer Invoice Detail, Consolidated by Part

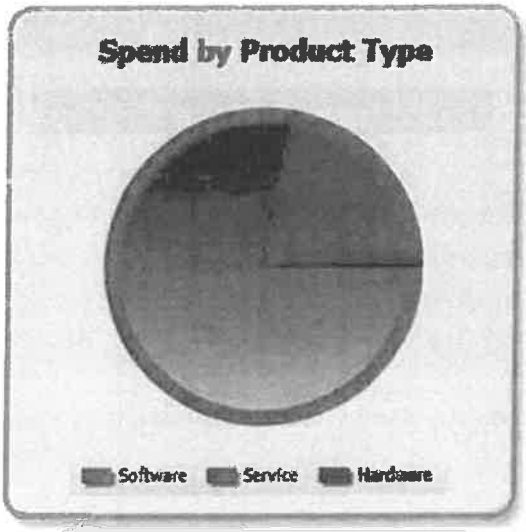
Manufacturer	Mfg Part	Product Name	Item Type	Product Type	Version	Operating System	Media	Language	License Pool
Cisco	[illegible]	FULL TEST BOOKING SERVER LICENSE FOR AUTHORITY ZOOL - MAINTENANCE	Software	Software		Multiple platforms	Other	English	None
Malwarebytes	[illegible]	Malwarebytes Anti-Malware for Business - subscription license (1 year)	Software	Software Subscription		Multiple platforms	Software Licenses	English	None
Microsoft	[illegible]	Microsoft Windows Server - license & software assurance	Software	Microsoft License and Software Assurance	Non-Specific	Windows - Multiple Windows Platform	Software Licenses	English	Servers
Adobe	[illegible]	Adobe Creative Cloud for teams - subscription license renewal (1 year)	Software	Software Subscription		Multiple platforms	Software Licenses	English	None
SAS Institute	[illegible]	SAS PC Enterprise Statistical Package for Users-PC, Windows. Annual Maintenance	Software	Software		Multiple platforms	Other	English	None
Avaya	[illegible]	Net Gain Edge Maintenance Renewal (1306 users)	Software	Software Maintenance Only		Multiple platforms	Software Licenses	English	None
Microsoft	[illegible]	Microsoft Lync Server - license & software assurance	Software	Microsoft License and Software Assurance	Non-Specific	Windows - Multiple Windows Platform	Software Licenses	English	Servers
Cellebrite USA, Inc.	[illegible]	5 Days Mobile Examiner Online ON DEMAND course Bundle - 2 days CCLO and 3 days CCPA	Service	ESD Media			Other	English	None
Microsoft	[illegible]	Microsoft System Center Configuration Manager Client ML - license & software assurance	Software	Microsoft License and Software Assurance	Non-Specific	Windows - Multiple Windows Platform	Software Licenses	English	Servers

Customer Manufacturer Summary

Date Range Label	Report Start Date	Report End Date
Quarter to date	10/1/2015	12/11/2015

Manufacturer	Customer Extended Price	% of Spend In Period
activePDF	5,872.00	0.14%
Acunetix	2,297.00	0.05%
Adobe	432,914.99	10.09%
Advanced Toolware	1,718.00	0.04%
Agate Software	64,828.00	1.51%
Ai Squared	612.00	0.01%
Airtame	792.00	0.02%
Altova	191.00	0.00%
AppAssure Software	870.00	0.02%
Apple	1,543.00	0.04%





Summary	
# of Customer PO's Invoiced in Period	208
# of Orders Invoiced in Period	211
# of Invoices in Period	233
# of Manufacturers in Period	83
Total Spend:	4,122,899

Product Type	Revenue	% Spend
Software	3,202,104.73	77.66%
Service	883,359.00	21.42%
Hardware	37,435.00	0.90%

Partner	Contact Name	Contact Title
Adobe	Pat Breslin	Licensing Team Manager
Adobe	Drew Fike	Sales Specialist - Adobe
Adobe	Brian MacDougall	Sales Specialist - Adobe
Adobe	Jose Colon	Sales Specialist-Corp-SMB
Adobe	Lauren Tedesco	Sales Specialist - Adobe - Enterprise
Adobe	Tim Chen	Sales Specialist - Adobe
Adobe	Jay Martell	Sales Specialist - Adobe - Enterprise
Adobe	Dan Maslello	Sales Specialist - Adobe
Adobe	Mike De Tore	Sales Specialist - Adobe
Adobe	Emily White	Sales Specialist - Adobe
Arcserve	Chris Testa	Sales Specialist - CA and Arcserve
Autodesk	Jack Barrett	Sales Specialist - Autodesk
Autodesk	Peter Quinio	Business Development Manager - Autodesk
Brocade	Christina Polidura	Networking Partner Specialist
CA Technologies	Chris Testa	Sales Specialist - CA and Arcserve
Check Point	Jim Tierney	Sales Specialist- Check Point and Tenable
Citrix	Joe Palmieri	Sales Specialist - Enterprise & Public Sector
Citrix	Allen Darrah	Sales Specialist - Corp
CommVault	James Fitzgerald	Sales Specialist - CommVault
CommVault	Kevin Kehoe	Systems Engineer - CommVault
Emerging Partners	Katie Dellosso	Licensing Support Specialist
Emerging Partners	Cristina Rodriguez	Licensing Support Specialist
ESET	Regina Robinson	Emerging Security Specialist
IBM Software	Rodrigo Jimenez	Business Development Manager - IBM Software
IBM Software	Bonnie Cho	Sales and Licensing Specialist - IBM Software
IBM Software	Liz Gallagher	Sales and Licensing Specialist - IBM Software
Kaspersky	Andrew Goncalves	Sales Specialist - Barracuda & Kaspersky
Licensing Operations	Marilyn Nagel	Operations Specialist-Adobe, IBM, Novell, Citrix
Licensing Operations	Heena Amin	Operations Specialist-Adobe, IBM, Novell, Citrix
Licensing Operations	Aneta Wywrot	Operations Manager -Adobe, IBM, Novell, Citrix
Licensing Operations	Kendra Goss	Operations Specialist -Adobe, IBM, Novell, Citrix
Licensing Operations	Jon Perina	Operations Specialist-Adobe, IBM, Novell, Citrix
Licensing Operations	Kristina Diamantis	Operations Specialist-Adobe,IBM,Novell,Citrix
Licensing Operations	Brian Saffer	Operations Specialist-Adobe,IBM,Novell,Citrix
LogRhythm	Regina Robinson	Emerging Security Specialist
McAfee	Marcus Aris	Business Development Specialist - McAfee
McAfee	Jennine Lewis	Operations Specialist - McAfee
Microsoft	Carolyn Loffredo	Operations Specialist-Microsoft ESA Fees
Microsoft	Erin Davidson	Operations Specialist-Microsoft ESA Fees
Microsoft	Aleksandra Drobik	Microsoft Channel Incentives Administrator
Microsoft	George Sentsows	Microsoft Channel Incentives Administrator
Microsoft	Alexandria Brummell	Microsoft Cloud Onboarding Support Specialist
Microsoft	Ernesto Romero	Contracts Specialist-Microsoft-D
Microsoft	Kristin Prizzi	Contracts Specialist-Microsoft-D
Microsoft	Nicole Bonante	Contracts Specialist-Microsoft-1
Microsoft	Joy Delasalas	Contracts Specialist-Microsoft-E
Microsoft	Andrew Morse	Contracts Specialist - Microsoft - 1
Microsoft	Danla Hunt	Contracts Specialist-Microsoft-2
Microsoft	Janelle Downes	Contracts Specialist - Microsoft - 2
Microsoft	Danielle Sydlo	Contracts Specialist-Microsoft
Microsoft	Kristen Flazon	Contracts Specialist - Microsoft - 2
Microsoft	Joanna Banack	Contracts Specialist - Microsoft - E
Microsoft	Maraika Najimian	Contracts Specialist - Microsoft - E
Microsoft	Beth Wetzel	Contracts Specialist - Microsoft - E
Microsoft	Lauren Sutera	Contracts Specialist - Microsoft - 1
Microsoft	Jasmine Philippe	Contracts Specialist - Microsoft - 1
Microsoft	Matt Leopold	Contracts Specialist-Microsoft-Temp
Microsoft	Pierre James	Contracts Specialist-Microsoft
Microsoft	Leanne Sephton	Sales Specialist-Microsoft - LE UK
Microsoft	Nada Issa	Sales Specialist-Microsoft - EMEA (UK)
Microsoft	Leo McDonald	Sales Specialist-Microsoft - LE UK
Microsoft	Megan Gironda	Microsoft Enablement
Microsoft	Michelle Forister	Sales Specialist-Microsoft - LE Enterprise
Microsoft	Helene Pearn	Sales Specialist-Microsoft - LE Enterprise
Microsoft	Lauren Anastas	Sales Specialist-Microsoft - LE Enterprise
Microsoft	Lisa Carbonaro	Sales Specialist-Microsoft - LE Corp
Microsoft	Michael Stack	Sales Specialist-Microsoft - LE Corp
Microsoft	Jessica Olson	Sales Specialist-Microsoft - LE Public Sector - Academic
Microsoft	Cathy Mullin	Sales Specialist-Microsoft - LE Public Sector - Academic
Microsoft	Dan de Matos	Sales Specialist- Microsoft - LE Public Sector
Microsoft	Jared Rupprecht	Sales Specialist-Microsoft - LE Corp

Microsoft	Lisa Ragantesi	Sales Specialist-Microsoft - LE Corp
Microsoft	Mallory Santucci	Sales Specialist-Microsoft-Junior LE Public Sector
Microsoft	Michelle Coats	Sales Specialist-Microsoft - LE Public Sector
Microsoft	Tarah Urban	Sales Specialist-Microsoft - LE Corp SMB
Microsoft	Andy Bernard	Sales Specialist-Microsoft - LE Corp Canada
Microsoft	Katherine Hajewski	Sales Specialist-Microsoft - LE Corp
Microsoft	Kelly Cochran	Sales Specialist-Microsoft - LE Corp SMB
Microsoft	Kelly Krieger	Sales Specialist-Microsoft - LE Public Sector
Microsoft	Nate Lessmann	Sales Specialist-Microsoft - LE Enterprise
Microsoft	Tracy Shatto	Sales Specialist-Microsoft - LE Public Sector
Microsoft	Caitlin Prusik	Sales Specialist-Microsoft-LE SMB SLED
Microsoft	Calley Wenk	Sales Specialist-Microsoft - LE Corp SMB
Microsoft	Carrie Watts	Sales Specialist-Microsoft - LE Corp SMB
Microsoft	Blake Allen	Sales Specialist-Microsoft - LE Corp SMB
Microsoft	Grant Marquardt	Sales Specialist-Microsoft - LE Corp
Microsoft	David Parkman	Sales Specialist-Microsoft-Junior LE Corp
Microsoft	Jessica Molzahn	Sales Specialist-Microsoft - LE Corp SMB
Microsoft	Nick Hakala	Sales Specialist-Microsoft - LE Enterprise
Microsoft	Melinda Galindo	Sales Specialist-Microsoft - LE Public Sector
Microsoft	Ryan Blakeman	Sales Specialist-Microsoft - LE Corp
Microsoft	Chris Calabrese	Sales Specialist - Microsoft - LE Corp SMB
Microsoft	Sarah Daniels	Sales Specialist-Microsoft - LE Corp SMB
Microsoft	Darius MeherHomji	Sales Specialist-Microsoft - LE Corp SMB
Microsoft	Christopher Tripi	Sales Specialist-Microsoft - LE Corp SMB
Microsoft	Julia Trinh	Sales Specialist-Microsoft - Junior LE
Microsoft	Blake Gollnick	Director - Microsoft Licensing
Microsoft	Heather Sheridan	Senior Manager - Licensing Project Management
Microsoft	Karen Infusino	Manager - Microsoft Contracts
Microsoft	Deborah Childress	Microsoft Licensing Strategy Manager - Enterprise
Microsoft	Kyle Timm	Manager - Corp LE
Microsoft	Anna Chester	Senior Manager - Microsoft Incentives & Marketing
Microsoft	Jessica Mohamad	Manager - Microsoft Support
Microsoft	Tim Levers	Manager - Microsoft Operations
Microsoft	Renee Yohannan	Manager - Enterprise/Public Sector LE
Microsoft	Mary Lefebvre	Marketing Specialist - Microsoft
Microsoft	Doug Klamm	Marketing Specialist-Microsoft
Microsoft	Jeana Kelly	Marketing Specialist - Microsoft
Microsoft	Adam Aleksiuk	Manager - Microsoft Operations
Microsoft	Brendan Tyrrell	Microsoft Licensing Operations Specialist - Tier 1
Microsoft	Alison Richman	Microsoft Licensing Operations Specialist - Tier 2
Microsoft	Gina Segali	Microsoft Licensing Operations Specialist - Tier 2
Microsoft	John Gregorio	Operations Specialist-Microsoft
Microsoft	Ron Rosario	Operations Specialist-Microsoft
Microsoft	Steve Lyness	Operations Specialist-Microsoft
Microsoft	Rob Zakowski	Operations Specialist-Microsoft
Microsoft	Brian Carney	Operations Specialist-Microsoft
Microsoft	Melanie Dombro	Microsoft Operations Specialist - Tier 1
Microsoft	Corey Bell	Microsoft Operations Specialist - Tier 1
Microsoft	Eric Lawton	Microsoft Operations Specialist - Tier 1
Microsoft	Jamie Ledgister	Microsoft Operations Specialist - Tier 1
Microsoft	Abdulai Abu-Bakarr	Sales Specialist-Microsoft SPLA
Microsoft	Devon Connor	Product and Licensing Specialist-Microsoft
Microsoft	Jessica Mohamad	Manager - Microsoft Support
Microsoft	Kimberly Barrett	Microsoft Support Team Lead
Microsoft	Brian DOnofrio	Product and Licensing Specialist-Microsoft
Microsoft	Carolyn Fippinger	Product and Licensing Specialist-Microsoft
Microsoft	Shelby Holliman	Product and Licensing Specialist-Microsoft
Microsoft	Tracy Lee	Product and Licensing Specialist-Microsoft
Microsoft	Hannah Sura	Product and Licensing Specialist-Microsoft
Microsoft	Rachel Mamola	Product and Licensing Specialist-Microsoft
NetIQ	Jim Tierney	Sales and Licensing Specialist
OneLogin	Beth Russo	Cloud Partners Sales Specialist
OneLogin	Angela Arias	Manager - Cloud Partners
Oracle	Amy Wilkinson	Technical Sales Rep - East
Oracle	Amy Wilkinson	Technical Pre-Sales - Oracle Software
Oracle	Roger Arnold	Technical Pre-Sales Public Sector - Oracle Software
Quest	Mike Beal	Sales Specialist - Quest
Red Hat	Ryan Hotchkin	Sales and Licensing Specialist
Red Hat	Travis McKay	Sales Specialist - Google & Red Hat
RSA	Helaina Cohen	SHI Sales Specialist - RSA, Sophos
Software & Licensing Management	Joseph Lentine	Manager, Software Partners
Software & Licensing Management	Angela Arias	Cloud Partners Manager

Software & Licensing Management	Jacquie Goldstein	Director - Software Partners
Software & Licensing Management	Blake Gollnick	Director - Microsoft
Software & Licensing Management	Mark O'Brien	Senior Manager - EMEA Partners
Software & Licensing Management	Sandy DeVico	Manager, Software Partners
Software & Licensing Management	Erika Burnett	Manager - Software Partners
Software & Licensing Management	Tim Levers	Manager - Licensing Operations
Software & Licensing Management	Aneta Wywrot	Manager, Non MS Operations
Software & Licensing Management	Jessica Lemmon	Manager, Symantec
Software & Licensing Management	Christopher Lajiness	Manager, Software Partners
Software & Licensing Management	Anna Chester	Senior Manager - Microsoft Incentives & Marketing
Software & Licensing Management	Karen Infusino	Manager - Microsoft Contracts
Software & Licensing Management	Adam Aleksiuk	Manager, MS Operations
Software & Licensing Management	Deborah Childress	Microsoft Licensing Strategy Manager
Software & Licensing Management	Heather Sheridan (Hinz)	Senior Manager - Licensing Project Management
Sophos	Kristin Laffey	Business Development Manager - Sophos - Corp & Enterprise
Sophos	Helaina Cohen	Sales Specialist- Enterprise & Corp
Sophos	Lisa Hartwig	Sales Specialist - Sophos - Corp SMB
SUN/Oracle	Sheryl Tucker	Business Development Manager
SUN/Oracle	Roger Arnold	Technical Sales Rep - West & Public Sector
SUN/Oracle	John Giachero	Solution Architect - Oracle Hardware
Symantec	Jennifer Torrence	Sales Specialist-Symantec
Symantec	Isaac Stewart	Presales Architect - Symantec Security
Symantec	Steven Calvaruso	Sales Specialist - Symantec
Symantec	Herb Grigsby	Sales Specialist - Symantec
Symantec	Urvi Khatri	Sales Specialist
Symantec	Jessica Lemmon	Symantec Team Manager
Tenable	Allison Beach	IAE - Corp
Tenable	Jason Harvey	IAE - Corp
Trend Micro	Imani Williams	Sales Specialist - Trend Micro Sales
VMware	Mike Jackson	Senior Pre-Sales Solution Architect-VMware
VMware	Jon Palmer	Pre-Sales Solution Architect-VMware
VMware	Alicia Baczkowski	Senior Specialist
VMware	Kelly Bulst	Renewals Specialist
VMware	John Boni	Renewals Specialist
VMware	Carlos Romascindo	Senior Specialist
VMware	Elise Castaneda	Sales Specialist
VMware	Kathleen Barnes	Sales Specialist
VMware	Malika Gordon	vCloud Air Specialist (vCHS)
VMware	Kjetil Skalvik	Systems Engineer vCloud Air, vCloud Air Network
VMWare	Alison Fleischer	VMware Team Manager
Websense	Imani Williams	Sales Specialist - Websense & Kaspersky
Wyse	Jaclyn Bailey	Sales Specialist - Dell Client

ATTACHMENT C - COST PROPOSAL

The Cost Proposal will be evaluated independent of other sections of the Offeror's response. The Cost Proposal is to be submitted as a separate document. **Do not embed cost proposal in the technical proposal response.** Any narrative explanation of the Pricing Sheet forms is to be submitted as part of Attachment C – COST PROPOSAL. Offeror shall provide pricing that includes all costs associated with the responsibilities and related services, including but not limited to, freight and delivery, cost of materials and product, travel expenses, transaction fees, overhead, profits, and other costs or expenses incidental to the Offeror's performance.

Label your response "ATTACHMENT C_COST PROPOSAL_companyname".

SHI Response:

SHI is pleased to offer NASPO ValuePoint an aggressive cost-plus pricing model which will result in advantageous pricing for all NASPO ValuePoint members. This pricing model will stand the test of time because pricing is aggressive for our entire range of current software offerings, as well as for all future offerings. Our markups are maximum or "not to exceed" markups, and there may be times when we are able to reduce the markups further.

As instructed, the markups proposed within our Cost Proposal are inclusive of the 0.25% NASPO ValuePoint Administrative Fee. In order to offer each Participating State the best possible pricing, we did not incorporate any State-Specific Administrative Fee (including the State of Arizona 1.0% fee) into the pricing model proposed within Attachment C1. Any State Administrative Fees will be added to the markups in Attachment C1 to arrive at that State's pricing model; we do understand that the fees may not be charged in the form of a separate line item. We would be happy to provide separate markup schedules per State and inclusive of any applicable Administrative Fees upon request.

Additionally, in order to offer each contract user the best possible pricing, we did not incorporate credit card fees into the pricing model proposed within Attachment C1. For customers who wish to use credit cards, the credit card transaction cost will be added to the markups in Attachment C1 to arrive at that customer's markup for the credit card transaction.

With regard to Services, as detailed throughout our RFP response, SHI is pleased to offer a substantial amount of value-added services at no cost to NASPO ValuePoint customers. We also have the resources available to provide fee-based in-scope services for those customers who require additional assistance beyond SHI's free service offerings. Those fee-based services are described within Attachment C2.

As mentioned in our proposal, SHI's offering to NASPO ValuePoint consists of thousands of Software Publishers for whom we are already authorized (and currently providing to NASPO ValuePoint customers), as well as additional publishers requested by NASPO ValuePoint customers in the future. Please note that some publishers or service providers will require additional paperwork to be signed in order for contract users to access the most advantageous pricing and licensing options. When that is the case, SHI will work with the contract users to advise them of the publisher's paperwork requirements and walk them through the process to complete the documentation. Our goal is to provide a comprehensive software offering, so that this contract is valuable and easy to use for all Participating States and contract users, throughout the contract term.

ATTACHMENT C1 - PRICING SUBMISSION SHEET

NASPO VALUEPOINT

SOFTWARE VALUE-ADDED RESELLER (SVAR)

	PUBLISHERS	MARKUP/DOWN
	Proposer must be certified as a direct reseller for all Key Itemized publishers. Direct reseller certification is preferred for Other Itemized publishers	The price to Authorized Purchaser (AP) is calculated using the following formula: "Reseller Cost" + ("Reseller Cost" x "Markup/down")
KEY ITEMIZED	ADOBE	0.50%
KEY ITEMIZED	CITRIX	0.75%
KEY ITEMIZED	MICROSOFT	0.25%
KEY ITEMIZED	NOVELL	0.50%
KEY ITEMIZED	SYMANTEC	0.50%
KEY ITEMIZED	VMWARE	0.75%
OTHER ITEMIZED	AI SQUARED	1.00%
OTHER ITEMIZED	AIRWATCH MOBILE DEVICE MANAGEMENT VMWARE	1.00%
OTHER ITEMIZED	ALLIANCE ENTERPRISES	1.50%
OTHER ITEMIZED	APPLE	1.00%
OTHER ITEMIZED	ATTACHMATE – MICROFOCUS	1.00%
OTHER ITEMIZED	AUTODESK	1.50%
OTHER ITEMIZED	AUTONOMY – HP	1.00%
OTHER ITEMIZED	BAKBONE – DELL	1.50%
OTHER ITEMIZED	BARRACUDA	1.00%
OTHER ITEMIZED	BOMGAR REMOTE SOFTWARE	1.00%
OTHER ITEMIZED	CA TECHNOLOGIES	1.50%
OTHER ITEMIZED	CISCO	1.50%
OTHER ITEMIZED	COMPUTRONIX USA	1.00%
OTHER ITEMIZED	COMPUWARE	1.50%
OTHER ITEMIZED	COREL	1.00%
OTHER ITEMIZED	DOUBLETAKE	1.00%
OTHER ITEMIZED	EMC	1.50%
OTHER ITEMIZED	ENCHOICE	1.00%
OTHER ITEMIZED	ESET	1.00%
OTHER ITEMIZED	ESRI	1.00%
OTHER ITEMIZED	FREEDOM SCIENTIFIC	1.00%
OTHER ITEMIZED	GUARDIAN EDGE – SYMANTEC	0.50%
OTHER ITEMIZED	GW MICRO	1.00%
OTHER ITEMIZED	IBM	1.50%
OTHER ITEMIZED	ICM CONVERSIONS	1.00%
OTHER ITEMIZED	INFOR	1.00%
OTHER ITEMIZED	INTERMEDIX EMSYSTEMS	1.50%
OTHER ITEMIZED	HP	1.00%
OTHER ITEMIZED	HUMANWARE	1.00%
OTHER ITEMIZED	INFORMATION BUILDERS	1.00%
OTHER ITEMIZED	KRONOS SOFTWARE	1.50%
OTHER ITEMIZED	LANDESK	1.50%
OTHER ITEMIZED	LASERFISCHE	1.00%
OTHER ITEMIZED	LIQUIDWARE STATUSPHERE	1.00%
OTHER ITEMIZED	MICROFOCUS INC	1.50%

Note: All markups include the 0.25% NASPO ValuePoint Administrative Fee. Any additional State Administrative Fees will be added to these markups.

PROPOSER INSTRUCTIONS:

Enter a percentage markup or markdown for each line in column D. This is the markup/down at which proposer is offering to provide the stated publishers' titles. Percentages may be listed to two decimal points.

ATTACHMENT C1 - PRICING SUBMISSION SHEET

NASPO VALUEPOINT

SOFTWARE VALUE-ADDED RESELLER (SVAR)

MINJET	1.00%
MPS	1.00%
MQSOFTWARE – BMC SOFTWARE	1.50%
NCIRCLE	1.00%
NETOP	1.00%
NUANCE	1.50%
ORACLE	1.50%
OSAM	1.50%
PASSPORT	1.00%
PATCHLINK	1.00%
PROOFPOINT	1.50%
RSA SECURITY	1.50%
REFERENCIA SYSTEMS	1.00%
SAP AMERICA	1.50%
SAS	1.50%
SOLUTIONS SOFTWARE	1.00%
SOPHOS	1.50%
SPLUNK SOFTWARE	1.50%
STASEEKER NETWORK INFRASTRUCTURE MONITORING	1.00%
STELLENT – ORACLE	1.50%
SUNGUARD	1.00%
SYBASE	1.00%
TECHSMITH	1.00%
TREND MICRO	1.50%
TRUSTWARE	1.50%
ULTRABAC	1.00%
VORMETRIC	1.00%
WEBSENSE	1.50%
any other non-listed publisher	2.00%

ATTACHMENT C2 - PRICING SUBMISSION SHEET - SERVICES
NASPO VALUEPOINT
SOFTWARE VALUE-ADDED RESELLER (SVAR)

Service being Offered as a Separate Charge	Rate	Unit of Measure
Sr. Services Provider - In-Scope Software Services	$ 220.00	Hourly
Services Provider - In-Scope Software Services	$ 182.00	Hourly
Sr. Project Manager - Software	$ 220.00	Hourly
Project Manager - Software	$ 182.00	Hourly
Sr. Engagement Manager - Software	$ 220.00	Hourly
Publisher Provided - In-Scope Software Services	As established by the Software Publisher, depending upon services required. Services performed by a Software Publisher may require the involvement of an SHI Project Manager. Final Services pricing will be supplied by SHI, and will be inclusive of contract administrative fees and any applicable Project Management fees.	TBD (may be hourly, annually, per project, or other according to Publisher's offerings)
Third Party Provided - In-Scope Software Services	As established by the Third Party Services Provider, depending upon services required. Services performed by a Software Publisher may require the involvement of an SHI Project Manager. Final Services pricing will be supplied by SHI, and will be inclusive of contract administrative fees and any applicable Project Management fees.	TBD (may be hourly, annually, per project, or other according to Third Party Provider's offerings)

As detailed throughout our RFP response, SHI is pleased to offer a substantial amount of value-added services at no cost to NASPO ValuePoint customers. We also have the resources available to provide fee-based in-scope services for those customers who require additional assistance beyond SHI's free service offerings. Those fee-based services are described above.

Instructions:

1. Under Column A. **Service being Offered as a Separate Charge -** State the name of the Service and provide a description of the Service.
2. Under Column B. indicate Rate
3. Under Column C. indicate Unit of Measure (e.g. Per Hour, Per Project, Per Month, etc.)

Attachment D – Executive Summary - Submit no more than two pages which briefly describe the Offer. *Attachment D – Executive Summary* should highlight the major features of the Offer. The reader should be able to determine the essence of the Offer by reading the Executive Summary. Any requirements that cannot be met by the Offeror must be included.

SHI International Corp. is pleased to submit our response to the NASPO ValuePoint Request for Proposal ADSP016-00005829 for Software Value Added Reseller (SVAR) Services. SHI has been in business for over 26 years, specializing in Software Volume Licensing Agreements and Software Asset Management since our inception.

SHI's proposal supplies details of the Public Sector experience, dedication to customer service, account and license management expertise, e-Procurement capabilities, and competitive pricing that we offer to our current customers. We intend to bring these same benefits to NASPO ValuePoint and each Participating State under the new SVAR contract as well.

To highlight the major features of our offer:

- SHI has had over 20 years of experience supporting State and Local Government and Education customers and managing statewide software contracts. Our response details our experience managing IT contracts that are used in all 50 states.
- In particular, SHI has had the privilege of working with WSCA/NASPO ValuePoint during the term of the current SVAR contract. We have devoted the people, resources, and new ideas to make the SVAR contract a success; this is evident in the number of Participating Addenda signed with SHI and our revenue through the contract, as well as in the strong customer relationships we have formed. Together in partnership with NASPO ValuePoint and each of the Participating States, we have truly put the SVAR contract's benefits to work for customers across the country. We have been thankful for the opportunity and look forward to achieving even more for the Participating States with whom we partner under the new contract.
- SHI's account teams have significant tenure supporting the IT needs of State and Local Government and Education. Our field and inside sales teams are dedicated exclusively to Public Sector customers.
- SHI's e-Procurement systems are highly advanced and customized for our customers. Our quoting, ordering, tracking, and reporting capabilities are all customizable to help simplify our customers' processes.
- SHI's pricing methodology is competitive and stands the test of time. We understand that government entities need to identify cost savings wherever possible. SHI's proposal not only offers a competitive markup, but also provides additional opportunities to assist customers with real savings and help you to achieve best value in your procurements. Your SHI team will work with you every day to help analyze your spending, your current and future projects, and buying alternatives. The savings that States realize when working with SHI to plan and negotiate their Software Volume Licensing Agreements can be in the thousands, hundreds of thousands, or even millions of dollars.

SHI's response to Attachment A, Qualifications, provides NASPO ValuePoint with an overview of our experience and expertise working with states across the country in fulfillment of their software needs. We also provide details on the SHI sales and support team members who will support the new SVAR contract, just as they have supported the current agreement.

SHI's response to Attachment B, Methodology, provides NASPO ValuePoint with specific details of how we will support the day to day needs under the contract for NASPO ValuePoint, the Participating States, and each individual contract user. Our responses are based on real data from Participating States and the actual teams and processes that we have put in place to support this contract.

SHI has demonstrated that we are a top partner for NASPO ValuePoint Participating States. We are confident in our ability to meet and exceed your expectations and requirements under this contract. There are only a few areas where we have provided comments or requested clarifications within a separate section of the offer, per the instructions for Section 2: Solicitation Requirements, Information and Instructions to Offerors, section 2.3.4.

SHI would welcome the opportunity to discuss our proposal with you in more detail. We hope you find our proposal compelling, based upon the elements of this offer and also based upon the last five years of strong partnership under the SVAR contract. We have worked very hard to make the current SVAR contract a great resource for all contract users, and we are committed to enhancing our offerings, services, and team even further over the next contract term. We are confident in our ability to provide excellent support to NASPO ValuePoint and each Participating State under the new contract, and we look forward to working with you!

ATTACHMENT C - COST PROPOSAL

The Cost Proposal will be evaluated independent of other sections of the Offeror's response. The Cost Proposal is to be submitted as a separate document. **Do not embed cost proposal in the technical proposal response.** Any narrative explanation of the Pricing Sheet forms is to be submitted as part of Attachment C – COST PROPOSAL. Offeror shall provide pricing that includes all costs associated with the responsibilities and related services, including but not limited to, freight and delivery, cost of materials and product, travel expenses, transaction fees, overhead, profits, and other costs or expenses incidental to the Offeror's performance.

Label your response "ATTACHMENT C_COST PROPOSAL_companyname".

SHI Response:

SHI is pleased to offer NASPO ValuePoint an aggressive cost-plus pricing model which will result in advantageous pricing for all NASPO ValuePoint members. This pricing model will stand the test of time because pricing is aggressive for our entire range of current software offerings, as well as for all future offerings. Our markups are maximum or "not to exceed" markups, and there may be times when we are able to reduce the markups further.

As instructed, the markups proposed within our Cost Proposal are inclusive of the 0.25% NASPO ValuePoint Administrative Fee. In order to offer each Participating State the best possible pricing, we did not incorporate any State-Specific Administrative Fee (including the State of Arizona 1.0% fee) into the pricing model proposed within Attachment C1. Any State Administrative Fees will be added to the markups in Attachment C1 to arrive at that State's pricing model; we do understand that the fees may not be charged in the form of a separate line item. We would be happy to provide separate markup schedules per State and inclusive of any applicable Administrative Fees upon request.

Additionally, in order to offer each contract user the best possible pricing, we did not incorporate credit card fees into the pricing model proposed within Attachment C1. For customers who wish to use credit cards, the credit card transaction cost will be added to the markups in Attachment C1 to arrive at that customer's markup for the credit card transaction.

With regard to Services, as detailed throughout our RFP response, SHI is pleased to offer a substantial amount of value-added services at no cost to NASPO ValuePoint customers. We also have the resources available to provide fee-based in-scope services for those customers who require additional assistance beyond SHI's free service offerings. Those fee-based services are described within Attachment C2.

As mentioned in our proposal, SHI's offering to NASPO ValuePoint consists of thousands of Software Publishers for whom we are already authorized (and currently providing to NASPO ValuePoint customers), as well as additional publishers requested by NASPO ValuePoint customers in the future. Please note that some publishers or service providers will require additional paperwork to be signed in order for contract users to access the most advantageous pricing and licensing options. When that is the case, SHI will work with the contract users to advise them of the publisher's paperwork requirements and walk them through the process to complete the documentation. Our goal is to provide a comprehensive software offering, so that this contract is valuable and easy to use for all Participating States and contract users, throughout the contract term.

ATTACHMENT C1 - PRICING SUBMISSION SHEET

NASPO VALUEPOINT

SOFTWARE VALUE-ADDED RESELLER (SVAR)

	PUBLISHERS	MARKUP/DOWN
	Proposer must be certified as a direct reseller for all Key Itemized publishers. Direct reseller certification is preferred for Other Itemized publishers	The price to Authorized Purchaser (AP) is calculated using the following formula: "Reseller Cost" + ("Reseller Cost" x "Markup/down")
KEY ITEMIZED	ADOBE	0.50%
KEY ITEMIZED	CITRIX	0.75%
KEY ITEMIZED	MICROSOFT	0.25%
KEY ITEMIZED	NOVELL	0.50%
KEY ITEMIZED	SYMANTEC	0.50%
KEY ITEMIZED	VMWARE	0.75%
OTHER ITEMIZED	AI SQUARED	1.00%
OTHER ITEMIZED	AIRWATCH MOBILE DEVICE MANAGEMENT VMWARE	1.00%
OTHER ITEMIZED	ALLIANCE ENTERPRISES	1.50%
OTHER ITEMIZED	APPLE	1.00%
OTHER ITEMIZED	ATTACHMATE – MICROFOCUS	1.00%
OTHER ITEMIZED	AUTODESK	1.50%
OTHER ITEMIZED	AUTONOMY – HP	1.00%
OTHER ITEMIZED	BAKBONE – DELL	1.50%
OTHER ITEMIZED	BARRACUDA	1.00%
OTHER ITEMIZED	BOMGAR REMOTE SOFTWARE	1.00%
OTHER ITEMIZED	CA TECHNOLOGIES	1.50%
OTHER ITEMIZED	CISCO	1.50%
OTHER ITEMIZED	COMPUTRONIX USA	1.00%
OTHER ITEMIZED	COMPUWARE	1.50%
OTHER ITEMIZED	COREL	1.00%
OTHER ITEMIZED	DOUBLETAKE	1.00%
OTHER ITEMIZED	EMC	1.50%
OTHER ITEMIZED	ENCHOICE	1.00%
OTHER ITEMIZED	ESET	1.00%
OTHER ITEMIZED	ESRI	1.00%
OTHER ITEMIZED	FREEDOM SCIENTIFIC	1.00%
OTHER ITEMIZED	GUARDIAN EDGE – SYMANTEC	0.50%
OTHER ITEMIZED	GW MICRO	1.00%
OTHER ITEMIZED	IBM	1.50%
OTHER ITEMIZED	ICM CONVERSIONS	1.00%
OTHER ITEMIZED	INFOR	1.00%
OTHER ITEMIZED	INTERMEDIX EMSYSTEMS	1.50%
OTHER ITEMIZED	HP	1.00%
OTHER ITEMIZED	HUMANWARE	1.00%
OTHER ITEMIZED	INFORMATION BUILDERS	1.00%
OTHER ITEMIZED	KRONOS SOFTWARE	1.50%
OTHER ITEMIZED	LANDESK	1.50%
OTHER ITEMIZED	LASERFISCHE	1.00%
OTHER ITEMIZED	LIQUIDWARE STATUSPHERE	1.00%
OTHER ITEMIZED	MICROFOCUS INC	1.50%

Note: All markups include the 0.25% NASPO ValuePoint Administrative Fee. Any additional State Administrative Fees will be added to these markups.

PROPOSER INSTRUCTIONS:

Enter a percentage markup or markdown for each line in column D. This is the markup/down at which proposer is offering to provide the stated publishers' titles. Percentages may be listed to two decimal points.

ATTACHMENT C1 - PRICING SUBMISSION SHEET

NASPO VALUEPOINT

SOFTWARE VALUE-ADDED RESELLER (SVAR)

MINJET	1.00%
MPS	1.00%
MQSOFTWARE – BMC SOFTWARE	1.50%
NCIRCLE	1.00%
NETOP	1.00%
NUANCE	1.50%
ORACLE	1.50%
OSAM	1.50%
PASSPORT	1.00%
PATCHLINK	1.00%
PROOFPOINT	1.50%
RSA SECURITY	1.50%
REFERENCIA SYSTEMS	1.00%
SAP AMERICA	1.50%
SAS	1.50%
SOLUTIONS SOFTWARE	1.00%
SOPHOS	1.50%
SPLUNK SOFTWARE	1.50%
STASEEKER NETWORK INFRASTRUCTURE MONITORING	1.00%
STELLENT – ORACLE	1.50%
SUNGUARD	1.00%
SYBASE	1.00%
TECHSMITH	1.00%
TREND MICRO	1.50%
TRUSTWARE	1.50%
ULTRABAC	1.00%
VORMETRIC	1.00%
WEBSENSE	1.50%
any other non-listed publisher	2.00%

ATTACHMENT C2 - PRICING SUBMISSION SHEET - SERVICES
NASPO VALUEPOINT
SOFTWARE VALUE-ADDED RESELLER (SVAR)

Service being Offered as a Separate Charge	Rate	Unit of Measure
Sr. Services Provider - In-Scope Software Services	$ 220.00	Hourly
Services Provider - In-Scope Software Services	$ 182.00	Hourly
Sr. Project Manager - Software	$ 220.00	Hourly
Project Manager - Software	$ 182.00	Hourly
Sr. Engagement Manager - Software	$ 220.00	Hourly
Publisher Provided - In-Scope Software Services	As established by the Software Publisher, depending upon services required. Services performed by a Software Publisher may require the involvement of an SHI Project Manager. Final Services pricing will be supplied by SHI, and will be inclusive of contract administrative fees and any applicable Project Management fees.	TBD (may be hourly, annually, per project, or other according to Publisher's offerings)
Third Party Provided - In-Scope Software Services	As established by the Third Party Services Provider, depending upon services required. Services performed by a Software Publisher may require the involvement of an SHI Project Manager. Final Services pricing will be supplied by SHI, and will be inclusive of contract administrative fees and any applicable Project Management fees.	TBD (may be hourly, annually, per project, or other according to Third Party Provider's offerings)

As detailed throughout our RFP response, SHI is pleased to offer a substantial amount of value-added services at no cost to NASPO ValuePoint customers. We also have the resources available to provide fee-based in-scope services for those customers who require additional assistance beyond SHI's free service offerings. Those fee-based services are described above.

Instructions:

1. Under Column A. **Service being Offered as a Separate Charge -** State the name of the Service and provide a description of the Service.
2. Under Column B. indicate Rate
3. Under Column C. indicate Unit of Measure (e.g. Per Hour, Per Project, Per Month, etc.)

SHI Comments to terms and conditions for NASPO SVAR:

This proposal is based on mutually agreeable terms and conditions. If SHI is a potential candidate for award, we will be pleased to discuss the details of the terms and conditions for the contract. SHI is a reseller and not OEM. SHI provides services as a reseller. Therefore, the terms and conditions have been modified below to reflect this relationship. SHI understands that terms in the Uniform Terms and Conditions document are standard and that the Special Terms and Conditions will take precedence. If we cannot get changes made to the UTC, then we would like the changes below noted in the Special Terms and Conditions.

Ref	Customer Terms and Conditions	SHI Redlines & Comments
Special Terms and Conditions; X. Indemnification and Insurance; 1.3.3 Workers' Compensation and Employers' Liability	d. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.	~~d. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.~~ *[SHI note: SHI's policy does not include waiver of subrogation for Worker's Compensation in Arizona].*
Special Terms and Conditions; X. Indemnification and Insurance; 1.3.4 Technology Errors & Omissions insurance	Each Claim $2,000,000 Annual Aggregate $2,000,000 f. Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract. g. Coverage shall include or shall not exclude settlement and/or defense of claims involving intellectual property, including but not limited to patent or copyright infringement. h. In the event that the Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this Contract is completed.	Each Claim $2,000,000 Annual Aggregate $2,000,000 f. Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract. ~~g. Coverage shall include or shall not exclude settlement and/or defense of claims involving intellectual property, including but not limited to patent or copyright infringement.~~ h. In the event that the Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this Contract is completed. *[SHI note: SHI isn't the developer of the SW source code, so we do not have coverage for patent/copyright infringement. This requirement was not in the last contract.]*
Special Terms and Conditions; X. Indemnification and Insurance; 1.3.5 Media Liability Coverage	Each Claim $2,000,000 Annual Aggregate $2,000,000 i. Such insurance shall cover any and all errors and omissions or negligent acts in the production of content, including but not limited to plagiarism, defamation, libel, slander, false advertising, invasion of privacy, and infringement of copyright, title, slogan, trademark, service mark and trade dress. j. In the event that the Media Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.	~~Each Claim $2,000,000~~ ~~Annual Aggregate $2,000,000~~ ~~i. Such insurance shall cover any and all errors and omissions or negligent acts in the production of content, including but not limited to plagiarism, defamation, libel, slander, false advertising, invasion of privacy, and infringement of copyright, title, slogan, trademark, service mark and trade dress.~~ ~~j. In the event that the Media Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.~~ *[SHI note: SHI doesn't carry Media Liability coverage. This was not a requirement in the last contract.]*
Uniform Terms and Conditions; 3.7 Property of the State	Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials	Any materials, including reports, computer programs and other deliverables, created under a scope of work to this Contract, and specified as paid deliverables, are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The

Ref.	Customer Terms and Conditions	SHI Redlines & Comments
	without the prior written consent of the State.	Contractor shall not use or release these materials without the prior written consent of the State. *[SHI note: Items developed for the State to take ownership of would be delineated in a scope of work. SHI is reseller SW licenses under this contract, so no IP is going to the State during the normal course of business.]*
Uniform Terms and Conditions; 3.8 Ownership of Intellectual Property	Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.	Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract. Notwithstanding the foregoing, the Contractor shall retain ownership rights to (1) all of its previously existing intellectual property, including any systems, derivatives, modifications and enhancements thereto, (2) confidential information of Contractor, and (3) any tools or scripting applications used, developed or created by Contractor or its third party licensors during the performance of this contract.
Uniform Terms and Conditions; 6.3 Indemnification-Patent and Copyright	The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.	The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of ~~Contract performance~~materials developed by the Contractor ("Contractor Materials") or use by the State ~~of materials furnished or work performed under this Contract~~thereof. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply. *[SHI Note: SHI can indemnify for infringement in materials we develop/create, but not third party materials.]*
ADD	If awarded, SHI would like the following clause added to the final contract, whether it's the uniform terms, special terms, or WSCA terms.	LIMITATION OF LIABILITY: (i) NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE , INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED, HOWEVER, THAT, FOR THE AVOIDANCE OF DOUBT, DAMAGES ARISING IN CONNECTION WITH OBLIGATIONS OF INDEMNIFICATION OR CONFIDENTIALITY HEREUNDER SHALL BE DEEMED TO BE "DIRECT" DAMAGES FOR WHICH RECOVERY SHALL NOT BE BARRED BY THIS PARAGRAPH.

Ref.	Customer Terms and Conditions	SHI Redlines & Comments
		(ii) EXCEPT FOR DAMAGES ARISING OUT OF A PARTY'S INDEMNIFICATION OBLIGATIONS FOR PERSONAL INJURY/PROPERTY DAMAGE, NEITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY THE STATE TO CONTRACTOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY.

Contract Amendment

Contract No.: ADSPO16-130651

Amendment No.: One (1)

PAGE 1 OF 1

State of Arizona
State Procurement Office
100 N. 15TH Avenue, Suite 402
Phoenix, AZ 85007

CONTRACTOR:
SHI International Corp.
290 Davidson Ave.
Somerset, NJ 08873

CONTACT: Alison Turner
PHONE: 425-974-5997
EMAIL: alison_turner@shi.com

STATE AGENCY:
AZ Department of Administration
State Procurement Office
100 N. 15th Avenue, Suite 402
Phoenix, AZ 85007

CONTACT: Deepika Bajpayee
PHONE: (602) 542-8991
EMAIL: deepika.bajpayee@azdoa.gov

Software Value Added Reseller (SVAR)

Pursuant to State of Arizona Uniform Terms and Conditions, Paragraph 5, Contract Changes, 5.1 Amendments, the above referenced Contract shall be amended as follows:

1. The term of this contract is hereby extended through April 7, 2019.
2. All other Terms, Conditions, and Pricing remain the same.

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

Contractor hereby acknowledges receipt and understanding of the above amendment.	The above referenced contract amendment is hereby executed this date by the State.
Signature: [signature] Date: 02/27/2018	Signature: Stephen Nettles Date: 2/28/2018
Cassie Skelton Contracts Manager Printed/Typed Name and Title	Stephen Nettles Procurement Group Manager Printed/Typed Name and Title

Contract Amendment

Contract No.: ADSPO16-130651

Amendment No.: Two (2)

PAGE 1 OF 1

State of Arizona
State Procurement Office
100 N. 15TH Avenue, Suite 402
Phoenix, AZ 85007

CONTRACTOR:
SHI International Corp.
290 Davidson Ave.
Somerset, NJ 08873

CONTACT: Alison Turner
PHONE: 425-974-5997
EMAIL: alison_turner@shi.com

STATE AGENCY:
AZ Department of Administration
State Procurement Office
100 N. 15th Avenue, Suite 402
Phoenix, AZ 85007

CONTACT: Deepika Bajpayee
PHONE: (602) 542-8991
EMAIL: deepika.bajpayee@azdoa.gov

Software Value Added Reseller (SVAR)

Pursuant to State of Arizona Uniform Terms and Conditions, Paragraph 5, Contract Changes, 5.1 Amendments, the above referenced Contract shall be amended as follows:

1. SHI Government Solutions, Inc. is being added as a subcontractor to the SHI SVAR Master Contract # ADSPO16-130651. SHI Government Solutions, Inc. will be providing products and services as stated within the scope of this contract.
2. All other Terms, Conditions, and Pricing remain the same.

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

Contractor hereby acknowledges receipt and understanding of the above amendment.	The above referenced contract amendment is hereby executed this date by the State.
Signature: [signature] Date: March 28, 2018	Signature: [signature] Date: 3/30/18
Cassie Skelton- Contracts Manager Printed/Typed Name and Title	Michael Hladik Printed/Typed Name and Title

Contract Amendment

State of Arizona
State Procurement Office
100 N. 15TH Avenue, Suite 402
Phoenix, AZ 85007

Contract No.: ADSPO16-130651

Amendment No.: Two (2)

PAGE 1 OF 1

CONTRACTOR:
SHI International Corp.
290 Davidson Ave.
Somerset, NJ 08873

CONTACT: Alison Turner
PHONE: 425-974-5997
EMAIL: alison_turner@shi.com

STATE AGENCY:
AZ Department of Administration
State Procurement Office
100 N. 15th Avenue, Suite 402
Phoenix, AZ 85007

CONTACT: Deepika Bajpayee
PHONE: (602) 542-8991
EMAIL: deepika.bajpayee@azdoa.gov

Software Value Added Reseller (SVAR)

Pursuant to State of Arizona Uniform Terms and Conditions, Paragraph 5, Contract Changes, 5.1 Amendments, the above referenced Contract shall be amended as follows:

1. SHI Government Solutions, Inc. is being added as a subcontractor to the SHI SVAR Master Contract # ADSPO16-130651. SHI Government Solutions, Inc. will be providing products and services as stated within the scope of this contract.
2. All other Terms, Conditions, and Pricing remain the same.

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

Contractor hereby acknowledges receipt and understanding of the above amendment.	The above referenced contract amendment is hereby executed this date by the State.
Signature: [signature] Date: March 28, 2018	Signature: [signature] Date: 3/30/18
Cassie Skelton- Contracts Manager Printed/Typed Name and Title	Michael Hladik Printed/Typed Name and Title

Contract Amendment

Contract No.: ADSPO16-130651	PAGE 1 OF 1	State of Arizona State Procurement Office 100 N. 15TH Avenue, Suite 402 Phoenix, AZ 85007
Amendment No.: Three (3)		

CONTRACTOR: SHI International Corp. 290 Davidson Ave. Somerset, NJ 08873 **CONTACT:** Alison Turner **PHONE:** 425-974-5997 **EMAIL:** alison_turner@shi.com	**STATE AGENCY:** AZ Department of Administration State Procurement Office 100 N. 15th Avenue, Suite 402 Phoenix, AZ 85007 **CONTACT:** Eric Bell **PHONE:** (602) 542-8921 **EMAIL:** eric.bell@azdoa.gov

Software Value Added Reseller (SVAR)

Pursuant to State of Arizona Uniform Terms and Conditions, Paragraph 5, Contract Changes, 5.1 Amendments, the above referenced Contract shall be amended as follows:

1. The term of this contract is hereby extended through April 7, 2020.
2. All other Terms, Conditions, and Pricing remain the same.

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

Contractor hereby acknowledges receipt and understanding of the above amendment.	The above referenced contract amendment is hereby executed this date by the State.
Kristina Mann Signature 1/30/19 Date	Stephen Nettles Signature 1/31/2019 Date
Kristina Mann Sr. Contract Specialist Printed/Typed Name and Title	Stephen Nettles Sr Contracts + Procurement Group Mgr. Printed/Typed Name and Title

Contract Amendment

Contract No.: ADSPO16-130651	PAGE 1 OF 1	State of Arizona State Procurement Office 100 N. 15TH Avenue, Suite 402 Phoenix, AZ 85007
Amendment No.: Four (4)		

CONTRACTOR: SHI International Corp. 290 Davidson Ave. Somerset, NJ 08873 **CONTACT:** Alison Turner **PHONE:** 425-974-5997 **EMAIL:** alison_turner@shi.com	**STATE AGENCY:** AZ Department of Administration State Procurement Office 100 N. 15th Avenue, Suite 402 Phoenix, AZ 85007 **CONTACT:** Eric Bell **PHONE:** (602) 542-8921 **EMAIL:** eric.bell@azdoa.gov

Software Value Added Reseller (SVAR)

Pursuant to State of Arizona Uniform Terms and Conditions, Paragraph 5, Contract Changes, 5.1 Amendments, the above referenced Contract shall be amended as follows:

1. The term of this contract is hereby extended through April 7, 2021.
2. All other Terms, Conditions, and Pricing remain the same.

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

Contractor hereby acknowledges receipt and understanding of the above amendment.	The above referenced contract amendment is hereby executed this date by the State.
Signature: [signature] Date: 02/03/2020	Signature: Stephen Nettles Date: 2/20/2020
Cassie Skelton - Senior Manager - Contracts Printed/Typed Name and Title	Stephen Nettles Senior Group Manager Printed/Typed Name and Title