

Tony Colangelo

From: Chris Holder (US PUB SEC) <cholder@microsoft.com>
Sent: Friday, October 26, 2012 4:49 PM
To: tony.colangelo@minburntech.com
Subject: ESI contact info

Tony,

Following please find the contact information for Dennis Fellin with regard to ESI.

Dennis J. Fellin

Department of the Navy

NAVSUP, WSS, Code 0272

5450 Carlisle Pike, PO Box 2020

Mechanicsburg, PA 17055

dennis.fellin@navy.mil

717-605-5659

Best regards,

Chris

Chris Holder
Sr. Licensing Sales Specialist
US Public Sector - Federal
cholder@microsoft.com
Phone +1 703 657 1890



Ask me about unlimited virtualization of your Windows Servers!!

Select Signature Form

Federal

Master Agreement number or Enrollment number*

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Agreement Public Customer number (PCN)*

84C9958E

SGN-	000-TSOWA-F-MINGSA
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Microsoft to complete if applicable

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

This signature form sets out the documents entered into under this signature form and together along with the terms and conditions contained therein are part of the contract(s) identified above. This signature form and all attachments identified are entered into between Integrator and Microsoft Affiliate signing, as of the effective date identified below.

Document Description	Document Number or Code
Select Agreement	X20-02301
<Choose One>	Document Number or Code
<Choose One>	Document Number or Code
<Choose One>	Document Number or Code
CTM Select Agreement Amendment	SGN 000-TSOWA-F-MINGSA (New)
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 10/25/2011

Representations and warranties. By signing below, Integrator attests it has received copies of the contract document(s) listed above, and the parties agree to be bound by the terms of the contract(s) and document(s) identified above, and Integrator represents and warrants that (1) Integrator has read and understands the terms therein, including all documents it incorporates by reference and any amendments to those document(s) and (2) agrees to be bound by those terms.

<i>Integrator</i>	<i>Contracting Microsoft Affiliate</i>
Name of Entity * Minburn Technology Group	Microsoft Licensing, GP
Signature * <i>Anthony Colangelo</i>	Signature <i>Rose Yturvide</i>
Printed Name * Anthony Colangelo	Printed Name Microsoft Microsoft Licensing, GP
Printed Title * President and CEO	Printed Title OCT 30 2012
Signature Date * 10/15/2012	Signature Date Rose Yturvide (date Microsoft Affiliate or Integrator signs) Duly Authorized on behalf of Microsoft Licensing, GP
Tax ID 27-3758332	Effective Date 8/1/2011 (may be different than Microsoft's signature date)

* indicates required field

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

After this signature form is signed, send it, along with completed documents to the following address. When the signature form is fully executed by Microsoft, Integrator will receive a confirmation copy.

Microsoft Licensing, GP

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

Prepared By:



Microsoft Integrator GSA Select Agreement Federal

FOR USE WITH MICROSOFT CHANNEL AGREEMENT AND GOVERNMENT PARTNER AUTHORIZATION ONLY

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This Microsoft Integrator GSA Select Agreement is entered into between the entities identified on the signature form. Each party will notify the other in writing if any of the information in the following table changes. During the term of this agreement, Company may order Licenses for one or more Microsoft products on behalf of Enrolled Affiliates permitted to acquire Licenses for Microsoft Products from Company through Company's General Services Administration (GSA) Multiple Award Schedule contract pursuant to solicitations issued after December 1, 1995, and not for use or access by Company or any other third party.

This agreement consists of: (1) these agreement terms and conditions and the signature form and all attachments identified therein; (2) the terms of the Channel Agreement and Government Partner Authorization, (3) the Product List; (4) the License Agreement/Product Use Rights applicable to Products licensed under this agreement; (5) any Enrollment entered into under this agreement; and (6) the Government Agency Participation List of this agreement.

Term. The term of this agreement will be August 1, 2011 (the "effective date") to July 31, 2014, unless earlier terminated as set forth in this agreement. This agreement automatically terminates any existing Microsoft GSA Select Agreement between Company and Microsoft.

Terms and Conditions

A Note on Section Summaries: Some sections of this agreement have a summary at the beginning. These summaries are intended for ease of reference and are not part of the agreement. If any summary conflicts with the section it is summarizing, the section of the agreement, and not the summary, controls.

1. Definitions.

"Affiliate" means with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft;

"Agency" means a recognized governmental entity that is permitted to acquire Licenses for Microsoft Products through Company's GSA contract, and for which Company orders Select Products in accordance with this agreement;

"Agency Affiliate" means any other bureau, office, agency, department or other entity of Agency;

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

"Company" means the entity that has entered into the Microsoft Channel Agreement, Government Partner Authorization under the Channel Agreement, and this agreement with Microsoft. Company may also be referred to as "Integrator" in one or more of these documents;

"Commercial Product" means any Product Microsoft makes available for license for a fee;

"Enrolled Affiliate" means an entity, either an Agency or an Agency Affiliate, for which Company orders Licenses under an Enrollment under this agreement;

"Enrollment" means the written confirmation Microsoft provides Company, in response to Company's Enrollment Request, identifying the master Agency name as specified in the Government Agency Participation List and assigning the Enrollment number under which Company reports to Microsoft Licenses for Products acquired by an Enrolled Affiliate from Company under Company's GSA contract in accordance with the terms of this agreement;

"Enrollment Request" means an e-mail request Company submits to Microsoft at an address Microsoft provides requesting an Enrollment for an Enrolled Affiliate;

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

"Free Product" means any Product Microsoft makes available for license without charge;

"GSA Contract" means the General Services Administration Multiple Award Schedule contract between Company and GSA under which Enrolled Affiliates order Products from Company;

"License" means for any one of the Products identified in the Product List (including standard Licenses and upgrades for desktop operating systems) that provides the right to run the version of the Product ordered;

"License Agreement/Product Use Rights" means the specific rights Microsoft grants Enrolled Affiliates for each Product it licenses and the general license agreement terms that apply to such Products;

"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;

"Online Service" means any software Microsoft licenses Enrolled Affiliate to run on Microsoft servers on a subscription basis;

"Pre-release" or "Beta" Products are Products provided prior to commercial release;

"Product" means all Commercial Products, Free Products, Pre-release Products and Beta Products, including any Online Services and other web-based services identified on the Product List;

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

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

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

2. How the Select License program works; establishing price level.

Under the Select License program, Company can license Products at discount pricing based on the volume of Licenses purchased on behalf of Enrolled Affiliate. Enrolled Affiliates may obtain master copies of the Products and may make and run as many copies as they wish during the term of the Enrollment, as long as Company places monthly orders for the Enrolled Affiliate for those copies.

The Select License program allows Company to license Products at discount pricing based on the volume of purchases made under this agreement on behalf of Enrolled Affiliate. Company can participate in this program by submitting one or more Enrollments on behalf of Agency and Agency Affiliates through Company's GSA Contract under this agreement. Once enrolled, the Enrolled Affiliate may obtain master copies of Products it intends to license from a Microsoft authorized media fulfillment source and may run as many copies as it wishes during the term of the Enrollment, provided Company places monthly orders for the Enrolled Affiliate for those copies. Microsoft may refuse to accept an Enrollment if Microsoft has a business reason for doing so. The price level for each Product pool for which Company orders Products for Enrolled Affiliate under an Enrollment will be level "D." Product support is not included with the Licenses under this agreement.

Online Services. The terms and conditions of the agreement apply to online services subscriptions throughout the entire term of the subscription except as provided here and in the Product List at <http://microsoft.com/licensing/contracts>. A printed copy may be obtained from Microsoft upon request. Online Services are provided as subscription services and may carry additional terms as specified in the License Agreement/Product Use Rights. Billing terms for Online Services subscriptions may differ from the terms of this agreement.

3. License grant — what Enrolled Affiliates are licensed to run.

Enrolled Affiliates can run, for their own benefit, as many copies of available Products as they wish, so long as Company submits orders for such copies on a monthly basis on behalf of Enrolled Affiliates. Enrolled Affiliates can use the latest versions of the Products or choose to use any earlier version.

Generally, use rights become permanent once the Enrollment term ends and Company has completed all payments. At that time, Enrolled Affiliate will have perpetual Licenses for the number of copies ordered by Company for the Enrolled Affiliate during the applicable Enrollment. In cases where the Enrollment is terminated prior to the end of the term, subsections titled "Early termination" and "Effect of termination or expiration" describe Enrolled Affiliate's rights.

The Enrolled Affiliate has the following rights during the term of the Enrollment submitted on its behalf. These rights apply to the Licenses obtained under an Enrollment and are not related to any order or fulfillment of software media. The ability to run current or later versions of a Product licensed under this agreement could be affected by minimum system requirements or other factors (e.g. hardware or other software).

- a. **General.** At any time after the effective date, each Enrolled Affiliate may run for its own benefit as many copies of any available Products as it chooses, provided that Company submits orders on behalf of Enrolled Affiliate for all copies as required in the subsection titled "Placing orders."
- b. **Use by Affiliates.** The Enrolled Affiliate may sublicense the right to use the Products to any Agency Affiliates covered under an Enrollment Company submits on its behalf.
- c. **Prior version or different language version.** Each Enrolled Affiliate may run in place of any Product version it licenses under this agreement a prior version or different language version of the same Product (so long as, in the case of different language versions, the License, L&SA, or Software Assurance for that different language version is available at the

same or a lower price than the price paid for the corresponding License type for the version ordered).

d. When Licenses become perpetual.

(i) **License only.** An Enrolled Affiliate's right to run copies of any Product for which Company orders only a License on Enrolled Affiliate's behalf is temporary until the Company has paid for that License in full. Thereafter, the Enrolled Affiliate will have a perpetual License to run the number of copies ordered in the version ordered.

(ii) **L&SA or Software Assurance.** An Enrolled Affiliate's right to run copies of any Product for which Company orders L&SA or Software Assurance on Enrolled Affiliate's behalf is temporary until:

- the Company has paid all installments of the price for such coverage and the applicable initial Enrollment or renewal term during which such Product Licenses were ordered has expired or been renewed or
- the Company is otherwise eligible for perpetual Licenses as provided in this agreement.

Thereafter, the Enrolled Affiliate will have perpetual Licenses to run the Products ordered in the latest versions available as of the date of expiration, renewal, or termination (or any prior version) for the number of copies ordered during the applicable Enrollment .

(iii) **Early termination.** In the case of early termination, as provided in the subsection titled "Early termination," if Company chooses only to pay amounts due and payable as of the termination date Enrolled Affiliate will have perpetual Licenses only for the number of copies specified in the subsection titled "Effect of termination or expiration."

(iv) **Subscription (Online Services) Licenses** are not perpetual under any circumstances.

e. **Perpetual Licenses through Software Assurance.** Any perpetual Licenses received through Software Assurance supersede and replace the underlying perpetual Licenses for which that Software Assurance coverage was ordered. All perpetual Licenses acquired under this agreement remain subject to the terms of this agreement and the applicable License Agreement/Product Use Rights.

f. **License confirmation.** This agreement, the applicable Enrollment, the Enrolled Affiliate's order to the Company under the GSA Contract in a form acceptable to the Company, Microsoft's invoice to Company (with pricing redacted), and any documentation evidencing transfers of Licenses, together with proof of payment, will be the Enrolled Affiliate's evidence of all Licenses ordered by the Company under an Enrollment submitted on Enrolled Affiliate's behalf.

4. How to know what Product use rights apply.

Microsoft's Products and Fixes are licensed to Company, not sold. The specific use rights for Products are contained in Microsoft's published License Agreement/Product Use Rights. Generally, the use rights in effect at the time Enrolled Affiliate signs the Enrollment will apply. Company will provide to Enrolled Affiliate, and ensure Enrolled Affiliate complies with License Agreement/Product Use Rights. Any changes Microsoft makes to the use rights for existing versions after Enrolled Affiliate signs the Enrollment will not apply to Enrolled Affiliate's use of those versions. For versions that were not yet released at the time of signing, the use rights in effect when that version is first released will apply. Generally, even if Enrolled Affiliate chooses to run an earlier version of a Product than the one Enrolled Affiliate is licensing, the use rights for the latest version Enrolled Affiliate is licensed to use will still apply.

a. **License Agreement/Product Use Rights.** Microsoft publishes License Agreement/Product Use Rights for each Product Company orders on behalf of an Enrolled Affiliate and each new version of a Product. Unless otherwise specified in a license agreement, use of any Product

that Company licenses from Microsoft is governed by License Agreement/Product Use Rights specific to each Product and version and by the terms of the license agreement under which Company licensed the Product. The latest version of the License Agreement/Product Use Rights is available at <https://www.explore.ms> or at a successor site or by some other reasonable means. Company will provide each Enrolled Affiliate with a copy of the applicable License Agreement/Product Use Rights. **Company will require each Enrolled Affiliate to agree to comply with the terms of the applicable License Agreement/Product Use Rights.**

Upon renewal of Software Assurance from a previous Enrollment, use rights for all Products for which Software Assurance is renewed are reset (e.g. the use rights in effect as of the renewal date will apply, not the use rights that were applicable during the preceding term).

- b. **Reservation of rights.** All rights not expressly granted are reserved.

5. How to order Product Licenses.

Company must submit orders for all copies of Products that Enrolled Affiliates run under an Enrollment. In general, Software Assurance cannot be ordered without also ordering Licenses unless the Enrolled Affiliate is renewing unexpired Software Assurance coverage or the Product List otherwise expressly permits it.

- a. **Placing orders.** Company must submit orders for all copies of any Products Enrolled Affiliate runs under the Enrollment Company submits on its behalf. Orders must be submitted in the month in which those copies are first run. Unless Company is eligible to order just Software Assurance for an Enrolled Affiliate as described below, each order must be for either a License or L&SA. Company must make out and submit orders to Microsoft for each Enrolled Affiliate.

When is Company eligible to order for an Enrolled Affiliate just Software Assurance?

Company may order Software Assurance for an Enrolled Affiliate for copies of a Product, without the need to simultaneously order a new License for those copies, in each of the following circumstances:

- (i) At the beginning of a new Enrollment, Company may order for the Enrolled Affiliate Software Assurance for copies of Products for which the Enrolled Affiliate has previously obtained perpetual Licenses through Upgrade Advantage, Software Assurance, or any similar upgrade protection, so long as (1) the new Enrollment becomes effective no later than one day following the expiration of that upgrade protection, and (2) Company places the Software Assurance order for the Enrolled Affiliate within 30 days of the effective date of the new Enrollment.
- (ii) During the term of the Enrollment (including any renewal term), Company may be eligible to order Software Assurance for the Enrolled Affiliate under the Enrollment Company submits on Enrolled Affiliate's behalf for copies of certain Products licensed through retail sources or from an original equipment manufacturer ("OEM"), provided that Company places the order for the Enrolled Affiliate within the required time frame. The Product List at <http://microsoft.com/licensing/contracts> identifies those Products that may be enrolled in Software Assurance and the applicable time frame for placing an order.
- (iii) Company may also order Software Assurance for an Enrolled Affiliate in any other circumstances expressly permitted in the Product List.
- (iv) Company may renew Software Assurance ordered under an Enrollment at the time it renews that Enrollment as described in the section titled "How to renew this agreement."

In all such cases, Company must order Software Assurance for the Enrolled Affiliate for the remaining initial Enrollment and any renewal term, if applicable.

- b. **Invoices and payments.** The prices at which Microsoft will invoice Company will be based upon the applicable price level under this agreement. All amounts due will be invoiced to Company in full upon receipt of the order.
- c. **Reorganizations, Consolidations, and Privatizations.** If an Enrolled Affiliate intends to transfer more than ten percent of its computers as a result of a reorganization, consolidation, or privatization of Enrolled Affiliate, and as a result it would like to transfer the copies of the Products running on those computers prior to the expiration of the Enrollment Company submits on its behalf, Microsoft will work with the Company in good faith to determine how to accommodate Enrolled Affiliate's changed circumstances in the context of this agreement. If an Enrolled Affiliate consolidates with another government entity with an existing Enrollment, Microsoft will work with the Company in good faith to accommodate Enrolled Affiliate's changed circumstances in the context of this agreement.

6. Making copies of Products and re-imaging rights.

Enrolled Affiliate can make as many copies as it needs. The copies must be complete and from master copies obtained from an authorized source. If Enrolled Affiliate uses third parties to make copies, Enrolled Affiliate is responsible for the actions of those third parties. Enrolled Affiliate can make a specified number of complimentary copies for training, evaluation and back-up. In certain circumstances, Enrolled Affiliate can use the media that it obtains under this agreement to make copies of Products that it is licensing through another channel. Generally, this is only allowed where the Product, version, language, type, and components that are being copied are identical to those licensed through that other channel.

- a. **General.** The Enrolled Affiliate may make as many copies of the volume licensing program Products as it needs to distribute them within its organization. Copies must be true and complete (including copyright and trademark notices) and be from master copies obtained from a Microsoft approved fulfillment source. Microsoft will not ship free starter or "Welcome" CD kits for Products to Company or Enrolled Affiliate as part of this agreement. However, for a complete list of the contents of CD kit offerings Company, and Enrolled Affiliate through Company, may purchase, go to <http://selectug.mslicense.com>. The Enrolled Affiliate may use a third party to make these copies but the Enrolled Affiliate agrees that it will be responsible for that third party's actions. Company will ensure that Enrolled Affiliate agrees to use reasonable efforts to make its employees, agents and any other individuals that it allows to use the Products aware that the Products are licensed from Microsoft and are subject to the terms of this agreement including the License Agreement/Product Use Rights.
- b. **Copies for training, evaluation, and back-up.** The Enrolled Affiliate may (1) use up to 20 complimentary copies of any Product in a dedicated training facility on its premises, (2) use up to 10 complimentary copies of any Product 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.
- c. **Re-imaging rights.** Re-imaging is permitted using the Product media on the following conditions if the Microsoft Product(s) is licensed by an Enrolled Affiliate included within its Enterprise: (1) from an OEM, (2) as fully packaged Product through a retail source, or (3) under another Microsoft program, then media provided under the Enrollment Company submits on behalf of the Enrolled Affiliate may be used by Enrolled Affiliate to create images for other licensed machines in place of media provided through that separate source. This right is conditioned upon all of the following:
 - (i) A separate License must be owned from the separate source for each re-image.
 - (ii) The Product, language, version, and components licensed under the Enrollment must be identical to the Product, language, version, and components licensed from the separate source.

- (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.

Re-images made under this subsection remain subject to the terms and use rights provided with the License from the separate source. This subsection does not create or extend any warranty or support obligation.

7. Term and termination.

This agreement, and all Enrollments submitted under it, end 36 full calendar months from the effective date of this agreement, unless the agreement is renewed or terminated earlier. Generally, existing Enrollments may be terminated if either party breaches the agreement and does not cure the breach in the time allotted. Company may terminate an Enrollment if Enrolled Affiliate terminates for convenience or non-appropriation. Generally, Company must order Licenses on behalf of Enrolled Affiliate for copies of Products it has been using but has not yet placed orders for and pay for all Licenses in full.

- a. **Term.** The term of this agreement will be August 1, 2011 to July 31, 2014, unless terminated earlier as described below. Microsoft may terminate this agreement upon 60 days written notice to Company for no reason and without further obligation hereunder. Except as described below with respect to Software Assurance coverage, all Enrollments entered into under this agreement will expire or terminate upon the expiration or termination of this agreement, unless terminated earlier as described below. No new orders or Enrollment Requests will be submitted or accepted under this agreement after July 31, 2011; however, the terms of this agreement will remain in effect with respect to orders for Software Assurance submitted and accepted by Microsoft on or before July 31, 2011, for the full three-year term of Software Assurance coverage.
- b. **Termination.** Company may terminate an Enrollment if the Agency terminates for its convenience the order under Company's GSA Contract to which the Enrollment applies. 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 amounts owed (even if such non-payment is caused by non-appropriation of funds to an Enrolled Affiliate). Microsoft may terminate an Enrollment if the Enrolled Affiliate materially breaches its obligations under the License Agreement/Product Use Rights. 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 Company, Microsoft will give the Enrolled Affiliate a copy of that notice as well and Company agrees to assist in attempting to resolve the breach. If the breach also affects other Enrollments and cannot be resolved between Company and Microsoft 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 Agency Affiliate ceases to be an Affiliate of the Enrolled Affiliate, Company must promptly notify Microsoft, and Microsoft may terminate the Enrollment applicable to it.

If no orders are received under an Enrollment in a 12 month period, the Enrollment will be terminated 13 months after the effective date of the Enrollment.

- c. **Early termination.** If (1) Company terminates an Enrollment as a result of Microsoft's breach, or (2) Company terminates Enrollment as a direct result of termination of Company's GSA Contract by Agency for its convenience, or (3) if Microsoft terminates an Enrollment because an Agency Affiliate ceases to be an Affiliate of the Enrolled Affiliate, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds to an Enrolled Affiliate, then Company will have the following options:
 - (i) Company may immediately pay the total remaining amount due, including all installments, in which case the Enrolled Affiliate will have perpetual rights for all Licenses Company has ordered for Enrolled Affiliate; or

- (ii) Company may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:
- 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
 - the number of copies of Products Company has ordered on its behalf (including the latest version of Products ordered under Software Assurance coverage in the current term) that is proportional to the total of installment payments paid versus total amount due (paid and payable) if the early termination had not occurred.

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

d. Effect of termination or expiration. When this agreement expires or is terminated,

- (i) Company must order Licenses for all copies of Products Enrolled Affiliate has run for which it has not previously submitted an order. 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.

e. How to renew Software Assurance under this agreement.

Renewal. If Enrolled Affiliate wishes to renew Software Assurance for any copies previously covered under an Enrollment Company submits on its behalf, Company must submit a renewal order for those copies for the entire renewal term within 30 days after the previous term expired. The renewal term will start the day following expiration of the prior term. Company will not be eligible to order Software Assurance coverage on behalf of an Enrolled Affiliate for any copies of any Products for which it obtained only a License without first acquiring L&SA.

Consequences of non-renewal of Software Assurance. If Company elects not to renew Software Assurance coverage for any copies of any Product licensed under an Enrollment for an Enrolled Affiliate, and it otherwise allows Software Assurance for those copies to lapse, then Company will not be permitted to order Software Assurance for the Enrolled Affiliate for those copies later without first acquiring L&SA.

8. Confidentiality.

This agreement is confidential and should not be disclosed to third parties except to third parties that need to know about the agreement. Such parties should be instructed to keep the agreement in strict confidence. The agreement and its terms and conditions may be shared with affiliates and agents.

To the extent permitted by applicable law, the terms and conditions of this agreement are confidential. Neither party nor any of its Affiliates will disclose such terms and conditions, or the substance of any discussions that led to them, to any third party other than such party's Affiliates or agents who: (1) have a need to know such information to assist in carrying out this agreement; and (2) have been instructed by one of the parties that all such information is to be handled in strict confidence.

9. Orders for Enterprise Products.

If an Agency or Agency Affiliate desires to acquire licenses for Microsoft enterprise Products from Company at the price listed for such Products in Company's GSA contract, or at an alternative "spot discount" price, Company will contact the applicable Agency's or Agency Affiliate's Microsoft account manager. Microsoft's account manager will work with the Microsoft Public Sector Business Desk to provide Company pricing and terms under the Microsoft Government Partnerprogram to assist Company in responding to the specific Agency or Agency Affiliate opportunity.

10. Miscellaneous.

- a. **Notices to Microsoft.** Notices, authorizations, and requests in connection with this agreement must be sent by regular or overnight mail, express courier, fax, or email 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, fax, or email confirmation of delivery.

Copies should be sent to:

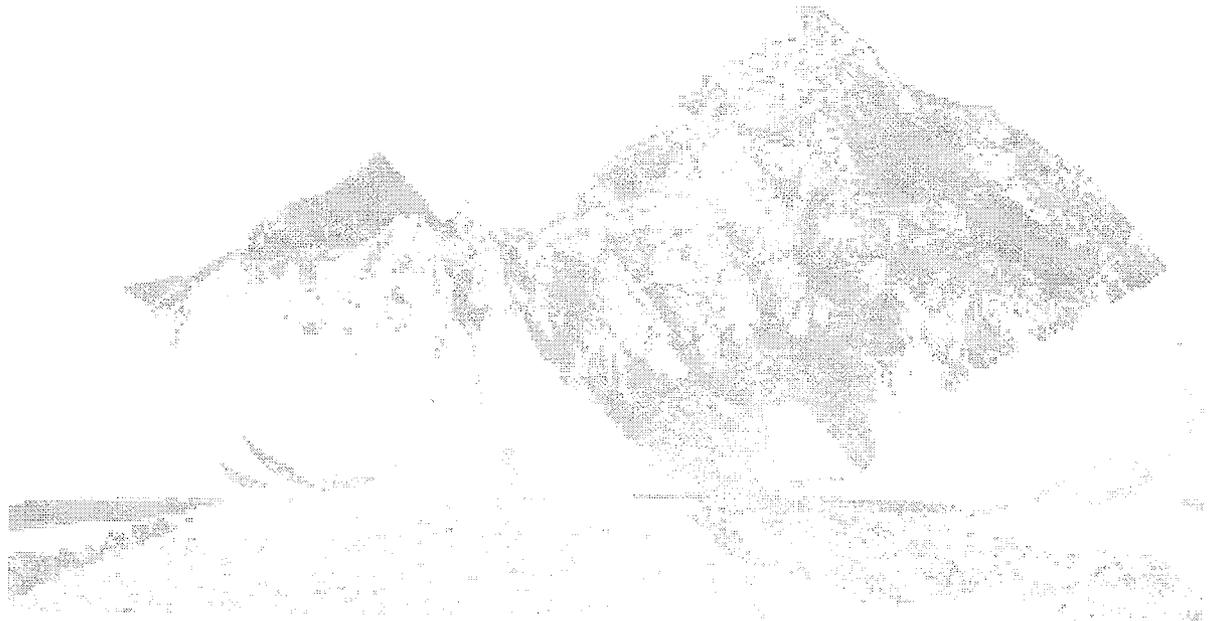
Microsoft Corporation
Law and Corporate Affairs
Volume Licensing Group
One Microsoft Way
Redmond, WA 98052 USA

Via Facsimile: (425) 936-7329

- b. **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.
- c. **Entire agreement.** This agreement constitutes the entire agreement concerning the subject matter and supersedes any prior or contemporaneous communications. In the case of a conflict between any of these documents that is not resolved expressly in the documents, their terms will control in the following order: (1) the Channel Agreement and Government Partner Authorization, (2) these terms and conditions and the accompanying signature form; (3) the Product List, (4) the License Agreement/Product Use Rights, (5) all Enrollments under this agreement, and (6) all orders submitted under this agreement. The terms of any purchase order or any general terms and conditions Company maintains do not apply.
- d. **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, 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.
- e. **No transfer of ownership.** Microsoft does not transfer any ownership rights in any licensed Product. Microsoft reserves all rights not specifically granted. The Products are protected by copyright and other intellectual property rights laws and international treaties.
- f. **Free Products.** It is Microsoft's intent that the terms of this agreement and the License Agreement/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 Agency Affiliate for Agency purposes only, and is not provided for use by or personal benefit of any specific government employee.
- g. **Company's rights to privacy.** Microsoft and Company will comply with all applicable privacy and data protection laws and regulations. Company will not give any data to Microsoft containing personal information unless the owner of the data has specifically authorized Company to do so for use as contemplated in the last sentence of this subsection. Company agrees to allow Microsoft to use the contact information Company gave to Microsoft to allow Microsoft, its Affiliates, and other parties to help Company comply with this agreement. Any personal information Company provides in connection with this agreement will be used and protected according to the privacy statement available at <https://licensing.microsoft.com>.
- h. **Natural disasters.** In the event of a "natural disaster," Enrolled Affiliate may have special rights. Please go to <http://www.microsoft.com>.

11. Select Volume Forecast Form

Throughout the term of this agreement, Company's price level for each Product pool (Applications, Systems and Servers) for which Company orders Products on behalf of Enrolled Affiliates will be level "D." Enrolled Affiliate does not need to acquire Products in all pools.



12. **Select Government Agency Participation List**

Products acquired by Enrolled Affiliates permitted to acquire Microsoft Product Licenses through Company on Company's GSA Contract will be assigned by Company and reported to Microsoft monthly using Enrollments under one of the following master Agency names, or other Agency name as allowed on the General Services Administration Order ADM 4800.2E, "Eligibility to Use GSA Sources of Supply and Services" posted at <http://www.gsa.gov/eligibility-gsasource>, or its successor site. Microsoft reserves the right to increase or decrease the number of master Agency names upon written notice to Company. Company will submit a separate Enrollment request to Microsoft via e-mail at the address Microsoft provides for each Enrolled Affiliate prior to submitting an order for Product Licenses for such Enrolled Affiliate. Upon receipt of an Enrollment request, Microsoft will activate an Enrollment and assign an Enrollment number for the Enrolled Affiliate.

Master Agency Name

Air Force Intelligence Agency (AIA)	Immigration & Naturalization Service (INS)
Alabama	Indiana
Alaska	Intelink Management Office (IMO)
American Red Cross	Inter-American Development Bank (IADB)
Amtrak	Internal Revenue Service (IRS)
Arizona	International Monetary Fund (IMF)
Arkansas	Iowa
Broadcasting Board of Governors	Joint Information Operation Center (JIOC)
California	Kansas
Centers for Medicare and Medicaid Services (CMS)	Kentucky
Central Intelligence Agency (CIA)	Library of Congress
Coalition Provisional Authority	Louisiana
Colorado	Maine
Connecticut	Maryland
Defense Intelligence Agency (DIA)	Massachusetts
Delaware	Michigan
District of Columbia	Minnesota
Environmental Protection Agency (EPA)	Mississippi
Equal Employment Opportunity Commission	Missouri
Executive Office of the President (EOP)	Mitre
Farm Credit Administration (FCA)	Montana
Federal Aviation Administration (FAA)	National Academy of Sciences
Federal Commissions, Boards, Councils	National Aeronautics and Space Administration
Federal Communications Commission (FCC)	National Archives and Records Administration
Federal Deposit Insurance Corporation (FDIC)	National Credit Union Administration (NCUA)
Federal Emergency Management Agency (FEMA)	National Imagery and Mapping Agency (NIMA)
Federal Energy Regulatory Commission (FERC)	National Labor Relations Board (NLRB)
Federal Home Loan Bank	National Reconnaissance Office (NRO)
Federal Reserve System	National Science Foundation (NSF)
Federal Small Independent Agencies	National Security Agency (NSA)
Federal Trade Commission (FTC)	Naval Security Group (NSG)
Florida	Nebraska
General Services Administration (GSA)	Nevada
Georgia	New Hampshire
Government Printing Office (GPO)	New Jersey
Hawaii	New Mexico
Idaho	New York
Illinois	North Carolina
	North Dakota
	Nuclear Regulatory Commission (NRC)

Office of Homeland Security
Office of Management & Budget (OMB)
Office of Naval Intelligence (ONI)
Office of Personnel Management (OPM)
Ohio
Oklahoma
Oregon
Organization of American States (OAS)
Peace Corps
Pennsylvania
Pension Benefit Guaranty Corporation
Railroad Retirement Board
Raytheon Polar Services
Rhode Island
Securities Exchange Commission (SEC)
Small Business Administration (SBA)
Smithsonian Institution
Social Security Administration (SSA)
South Carolina
South Dakota
State & Local Government
Tennessee
Tennessee Valley Authority
Texas
Transportation Security Administration
Unified Commands Intelligence Directorates
United Nations
United States Postal Service (USPS)
US Agency for International Development
(USAID)
US Army Intelligence and Security Command
US CINCs and Joint Commands
US Coast Guard
US Courts
US Customs Service
US Department of Agriculture
US Department of Commerce
US Department of Defense
US Department of Defense Medical Health
Affairs
US Department of Education
US Department of Energy
US Department of Health and Human Services
US Department of Housing and Urban
Development
US Department of Interior
US Department of Justice
US Department of Labor
US Department of State
US Department of the Air Force
US Department of the Army (ITEC4)
US Department of the Navy
US Department of Transportation
US Department of Treasury
US Department of Veterans Affairs
US General Accounting Office (GAO)
US House of Representatives
US Secret Service

US Senate
US Special Operations Command
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
World Bank
Wyoming



Microsoft Integrator GSA Select Agreement — Federal

Amendment ID CTM

000-TSOWA-F-
MINGSA

Section 7(a), entitled "Term" is hereby replaced in its entirety with the following:

Term. The term of this agreement will be from the Effective Date to **July 31, 2014**, unless terminated earlier as described below. Microsoft may terminate this agreement upon 60 days written notice to Company for no reason and without further obligation hereunder. Except as described below with respect to Software Assurance coverage, all Enrollments entered into under this agreement will expire or terminate upon the expiration or termination of this agreement, unless terminated earlier as described below. No new orders or Enrollment Requests will be submitted or accepted under this agreement after **July 31, 2014**; however, the terms of this agreement will remain in effect with respect to orders for Software Assurance submitted and accepted by Microsoft on or before **July 31, 2014**, for the full three-year term of Software Assurance coverage.

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