

Program Signature Form

MBA/MBSA number		000-jorob-s-629
Agreement number	01E73134	


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>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
Enterprise Enrollment	X20-10631
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
EA Product Selection Form	0250613.002 PSF
EA Amendment	CTM (NEW)
EA Amendment	M129 (NEW)

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)*	Bay Area Air Quality Management District
Signature*	
Printed First and Last Name*	Jack P. Broadbent
Printed Title	BAAQMD APCO/Exec. Officer
Signature Date*	
Tax ID	

* indicates required field

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

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

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

8805092

Proposal ID/Framework ID

000-jorob-s-629

Previous Enrollment number
(Reseller to complete)

Earliest expiring previous
Enrollment end date

9/30/2014

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) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later 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. 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 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. If the Enrollment is renewed, the renewal term will expire 36 full calendar months after the effective date of the renewal term. Any reference in this Enrollment to "day" will be a calendar day.

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

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 List and chosen by Enrolled Affiliate under this Enrollment.

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

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise

Products 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.

"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.

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

"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 Professional 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, OR (2) an Industry Device, OR (3) not managed (as defined in the Product List at the start of the applicable initial or renewal term of the Enrollment) as part of Enrolled Affiliate's Enterprise. 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 List.

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

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

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

2. 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.** If ordering any Enterprise Products, Enrolled Affiliate's order must include coverage for all Qualified Users or Qualified Devices, depending on the License Type, of one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services.
 - (ii) **Enterprise Online Services.** If ordering Enterprise Online Services *only*, then Enrolled Affiliate must maintain at least 250 Subscription Licenses.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.
- c. **Product 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. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** Enrolled Affiliate may add new Enterprise Products by entering into a new Enrollment or as part of a renewal. New Enterprise Online Services may be added by contacting a 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 must be included in the next true-up order. Enrolled Affiliate must purchase Services and Licenses for Online Services prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product List or (2) included as part of other Licenses (e.g., Enterprise CAL).
- f. **True-up requirements.**
 - (i) **True-up order.** Enrolled Affiliate must submit an annual true-up order that accounts for changes since the initial order or last true-up order, including: (1) any increase in Licenses, including any increase in Qualified Devices or Qualified Users and Reserved Licenses; (2) Transitions (if permitted); or (3) Subscription License quantity reductions (if permitted). Microsoft, at its discretion, may validate the customer true-up data submitted through a formal product deployment assessment using an approved Microsoft partner.
 - (ii) **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.
 - (iii) **Additional Products.** For Products that have been previously ordered, Enrolled Affiliate must determine the Additional Products used and order the License difference (if any).
 - (iv) **Online Services.** For Online Services identified as eligible for true-up orders in the Product List, Enrolled Affiliate may first reserve the additional Licenses prior to use. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively for the prior year based upon the month in which they were reserved.
 - (v) **Transitions.** Enrolled Affiliate must report all Transitions. Transitions may result in an increase in Licenses to be included on the true-up order and a reduction of Licenses for prior orders. Reductions in Licenses will be effective at end of the Transition Period. Associated invoices will also reflect this change. For Licenses paid upfront, Microsoft will issue a credit for the remaining months of Software Assurance or Subscription Licenses that were reduced as part of the Transition.
 - (vi) **True-up due date.** The true-up order must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The third-year anniversary true-up order is due within 30 days prior to the Expiration Date. Enrolled Affiliate may true-up more often than at each Enrollment anniversary date except for Subscription License reductions.
 - (vii) **Late true-up order.** If the true-up order is not received when due:
 - 1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered.
 - 2) Transitions and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

(viii) Subscription License reductions. Enrolled Affiliate may reduce the quantity of Subscription Licenses on a prospective basis if permitted in the Product List as follows:

- 1) For Subscription Licenses part of an Enterprise-wide 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 identified on the Product Selection Form. Step-up Licenses do not count towards this total count.
- 2) For Enterprise Online Services 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.

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

g. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

(iii) If Enrolled Affiliate has previously ordered an Online Service as an Additional Product and wants to step-up to an Enterprise Online Service eligible for a Transition, the step-up may be reported as a Transition.

(iv) If Enrolled Affiliate Transitions a License, it may be able to further step-up the Transitioned License. If Enrolled Affiliate chooses to step-up and the step-up License is separately eligible to be Transitioned, such step-up Licenses may result in a License reduction at the Enrollment anniversary date following the step-up.

h. 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.

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. Price Level's will be captured in the Product Selection Form.

b. Setting Prices. Enrolled Affiliate's prices for each Product will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service will be fixed throughout the applicable initial or renewal Enrollment term. However, if Enrolled Affiliate qualifies for a different price level, Microsoft will establish a new price level for future new orders either

upon Enrolled Affiliate's request or on its own initiative. Any changes will be based upon price level rules in the Product Selection Form.

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 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 on each 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. Transitions.

a. Transition requirements.

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

b. Effect of Transition on Licenses.

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

6. 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 the Enrollment for one additional 36 full calendar month term or signing a new Enrollment. Microsoft must receive a Product Selection Form and renewal order prior to or at the Expiration Date. The renewal term will start on the day following 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 L&SA.

(ii) Online Services eligible for an Extended Term. For Online Services identified as eligible for an Extended Term in the Product List, the following options are available at the end of the Enrollment initial or renewal term.

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") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Reseller must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.

2) Cancellation during Extended Term. If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Reseller must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.

(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.

(iv) Customer Data. Upon expiration or termination of a License for Online Services, Microsoft will keep Customer's Data in a limited function account for 90 days so that Customer may extract it. Enrolled Affiliate will reimburse Microsoft if there are any associated costs. After 90 days Microsoft will disable Enrolled Affiliate's account and will delete its Customer Data. Enrolled Affiliate agrees that, other than as described above, Microsoft has no obligation to continue to hold, export or return Enrolled Affiliate's Customer Data and that Microsoft has no liability whatsoever for deletion of Enrolled Affiliate's Customer Data pursuant to these terms.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement.

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, Microsoft will issue Reseller a credit for any amount paid in advance that would apply after the date of termination.

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. Enrolled Affiliate's organization includes .

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 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: Check only one box in this section:

Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment

Enrolled Affiliate's Enterprise will **not** include all new Affiliates acquired after the start of this Enrollment

If no selection is made, or if both boxes are checked, Microsoft will deem the Enterprise to include all future Affiliates

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)* Bay Area Air Quality Management District

Contact name* First David **Last** James

Contact email address* DJames@baaqmd.gov

Street address* 939 Ellis Street

City* San Francisco
State/Province* CA
Postal code* 94109-7714
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* USA
Phone* 415-749-4750
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 for applicable Online Services to add or reassign Licenses, step-up, and initiate Transitions 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, step-up, and initiate Transitions 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* CompuCom Systems, Inc.
Street address (PO boxes will not be accepted)* 7171 Forest Lane
City* Dallas
State/Province* TX
Postal code* 75230-2306
Country* USA
Contact name* Bruce Valentin
Phone* 972-856-4617
Contact email address* msadmin@compucom.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____
Printed name* Bruce E. Valentin
Printed title* Microsoft Licensing Specialist
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? 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 Corporation.

Proposal ID

0250613.002

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	365	365	1.0	Custom Platform	User Licenses

Products	Enterprise Quantity
Client Access License (CAL)	
Enterprise CAL, including Bridge CAL's (if applicable)	
ECAL Bridge for Office 365	365
Windows Desktop	
Windows Enterprise OS Upgrade	365
Office 365 GOV E3 From SA	365

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office Professional Plus for Office 365 + Office Standard + Office 365 (Plans E2-E4)	Client Access License + Office 365 (Plans E1-E4)	Client Access License + Windows Intune	Windows Desktop Upgrade + Windows VDA + Windows Companion Subscription License
Quantity	365	365	0	365

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See the Product List for details.

Note 3: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. See the Product List for details.

Note 4: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Note 5: Bridge CAL quantity is not included for Price Leveling, as License quantities are determined by the corresponding Enterprise Online Service(s).

Enterprise Enrollment Addendum Windows Azure Data Processing Agreement Amendment M129

Enrollment number
Microsoft to complete

000-jorob-s-629

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. Definitions.

Capitalized terms used but not defined in this Windows Azure Addendum will have the meanings provided in the Enrollment. The following definitions are used in this Windows Azure Addendum:

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

"Core Platform Services" include only the following features of Windows Azure Services: Cloud Services (web and worker roles), Virtual Machines, Storage (Blobs, Tables, Queues), and Networking (Traffic Manager and Virtual Network).

"EU Data Protection Directive" means 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.

2. Privacy.

a. **Privacy Practices.** Microsoft will comply with all laws and regulations applicable to its provision of the Windows Azure Services. 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 services providers.

b. **Customer Data.** Microsoft will process Customer Data in accordance with the provisions of this Windows Azure Addendum and, except as stated in the Enrollment and this Windows Azure Addendum, Microsoft (1) will acquire no rights in Customer Data and (2) 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 Windows Azure Services. This may include troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the Windows Azure 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 a third party (including law enforcement, other government entity, or civil litigant; excluding our subcontractors) except as Customer directs or unless required by law. Should a third party contact Microsoft with a demand for Customer Data, Microsoft will attempt to redirect the third party to request that data directly from Customer. As part of that, Microsoft may provide Customer's basic contact information to the third party. If compelled to disclose Customer Data to a third party, Microsoft will promptly notify Customer and provide a copy of the demand, unless legally prohibited from doing so.

- c. **Customer Data Deletion or Return.** Upon expiration or termination of Customer's use of the Windows Azure Services, Customer may extract Customer Data and Microsoft will delete Customer Data. The Product Use Rights specify the procedure and timeframes applicable to the extraction and deletion of Customer Data for the Windows Azure Services.
- 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. **Transfer of Customer Data; appointment.**
 - (i) Microsoft may transfer Customer Data within a major geographic region (for example, within the United States or within Europe) for data redundancy or other purposes. Microsoft will not transfer Customer Data outside the major geographic region Customer specifies (for example, from the United States to Asia or from Europe to the United States) except:
 - 1) where Customer configures the account to enable this, including through use of features that may not enable regional selection or may use multiple regions, as specified in the Windows Azure Trust Center (which Microsoft may update from time to time but Microsoft will not add exceptions for existing features in general release); or
 - 2) where necessary to provide customer support, to troubleshoot the service or to comply with legal requirements.

Microsoft does not control or limit the regions from which Customer or End Users may access or move Customer Data.

- (ii) (Subject to the above restrictions, 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 Windows Azure Services. Microsoft (1) 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, and (2) will, during the term designated under the Enrollment, remain certified under the EU and Swiss Safe Harbor programs so long as they are maintained by the United States government.

- f. **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 Section 4 below, and this obligation continues even after their engagement ends.
- g. **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 Windows Azure Addendum. Any subcontractors to whom Microsoft transfers Customer Data will have entered into written agreements with Microsoft requiring that the subcontractor abide by terms no less protective than this Windows Azure Addendum. Customer has previously consented to Microsoft's transfer of Customer Data to subcontractors as described in this Windows Azure Addendum. Except as set forth above, or as Customer may otherwise authorize, Microsoft will not transfer to any third party personal data Customer provides to Microsoft through the use of the Windows Azure Services.

3. Customer Responsibilities.

Customer must comply with applicable legal requirements for privacy, data protection, and confidentiality of communications related to its use of Windows Azure Services. Customer is wholly

responsible for implementing and maintaining privacy protections and security measures within any applications, configuration settings, or virtual machines that Customer uses with the Windows Azure Services.

4. Additional European Terms.

If Customer has End Users in the European Economic Area or Switzerland, the additional terms in this Section 3 will apply. Terms used in this Section that are not specifically defined will have the meaning in the EU Data Protection Directive.

- a. **Intent of the Parties.** For the Windows Azure 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. This Windows Azure Addendum and the Enrollment (including the terms and conditions incorporated by reference therein) 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 Enrollment.
- b. **Duration and Object of Data Processing.** The duration of data processing shall be for the term designated under the Enrollment. The objective of the data processing is the performance of the Windows Azure Services.
- c. **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 this Windows Azure Addendum and the Enrollment.
- d. **Customer Data Access.** For the term designated under the Enrollment 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.
- e. **Adding new Subcontractors.** Microsoft will provide a Windows Azure website that lists subcontractors that are authorized to access Customer Data. At least 14 days before authorizing any new subcontractor to access Customer Data, Microsoft will update the applicable website and provide Customer with a mechanism to obtain notice of such updates. If Customer does not approve of a new subcontractor, then Customer may terminate the Windows Azure Services 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. After termination, Microsoft will remove payment obligations for the terminated services from subsequent Customer invoices.
- f. **Privacy Officer.** Microsoft's privacy representative for the European Economic Area and Switzerland can be reached at the following address:
Microsoft Ireland Operations Ltd.
Attn: Privacy Officer
Carmenhall Road
Sandyford, Dublin 18, Ireland

5. Security.

- a. **General Practices.** Microsoft has implemented and will maintain for the Windows Azure Services appropriate technical and organizational measures, internal controls, and information security routines intended to protect Customer Data against accidental, unauthorized, or unlawful alteration, loss or destruction. Customer is wholly responsible for implementing and maintaining security within any applications, configuration settings, or virtual machines that Customer uses with the Windows Azure Services.
- b. **Core Platform Services.** For Core Platform Services, Microsoft has implemented and will maintain the following:
 - (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 Core Platform Services.
- 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 restricts access to Customer Data. Customer may implement encryption of Customer Data within Customer's application.
 - 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.

(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 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.
- 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.** The Windows Azure Services include replication features that facilitate recovery of Customer Data in the event a particular machine or cluster within a Microsoft data center fails. Customers are responsible for taking additional steps to provide added fault tolerance, such as creating historical backups of Customer Data, storing backups of Customer Data off the platform,

deploying redundant compute instances within and across data centers, or backing up state and data within a virtual machine.

- 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 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.
- 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 provides Customer the option of encrypting Customer Data transmitted to and from Microsoft data centers over public networks. Microsoft uses encryption for replication of non-public Customer Data between Microsoft data centers.
 - B. Microsoft restricts access to Customer Data in media leaving its facilities (e.g., through encryption).
 - C. 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.

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

- A. 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 or enables Customer to monitor repeated attempts to gain access to Customer Data 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, or enables Customer to track, 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 to its last replicated state from before the time it was lost or destroyed. Recovery of virtual machines may be to their original image.

- (ix)** The security measures described in this Section 5 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.

- (x) Data Security Policy.** 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 ("Windows Azure 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 Windows Azure 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 Windows Azure Information Security Policy, making an independent determination as to whether the Windows Azure 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.

c. Certifications and Audits.

- (i) Microsoft will audit the security of the computers and computing environment that it uses in processing Customer Data (including personal data) on the Core Platform Services and the physical data centers from which Microsoft provides all Windows Azure Services except the Content Delivery Network. This audit: (a) will be performed at least annually; (b) will be performed according to ISO 27001 or other industry 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).
- (ii) If Customer requests in writing, Microsoft will provide Customer with a confidential copy of the Microsoft Audit Report or at Microsoft's discretion, a summary thereof ("Summary Report") so that Customer can reasonably verify Microsoft's compliance with the security obligations under this Windows Azure Addendum
- (iii) Customer agrees to exercise its audit right by instructing Microsoft to execute the audit as described in Section 5(c)(i) – (iii). If Customer desires to change this instruction regarding exercising this audit right, then Customer has the right to change this instruction, which shall be requested in writing.
- (iv) Microsoft Corporation is an intended third-party beneficiary of this Section 5(c).

6. Security Incidents.

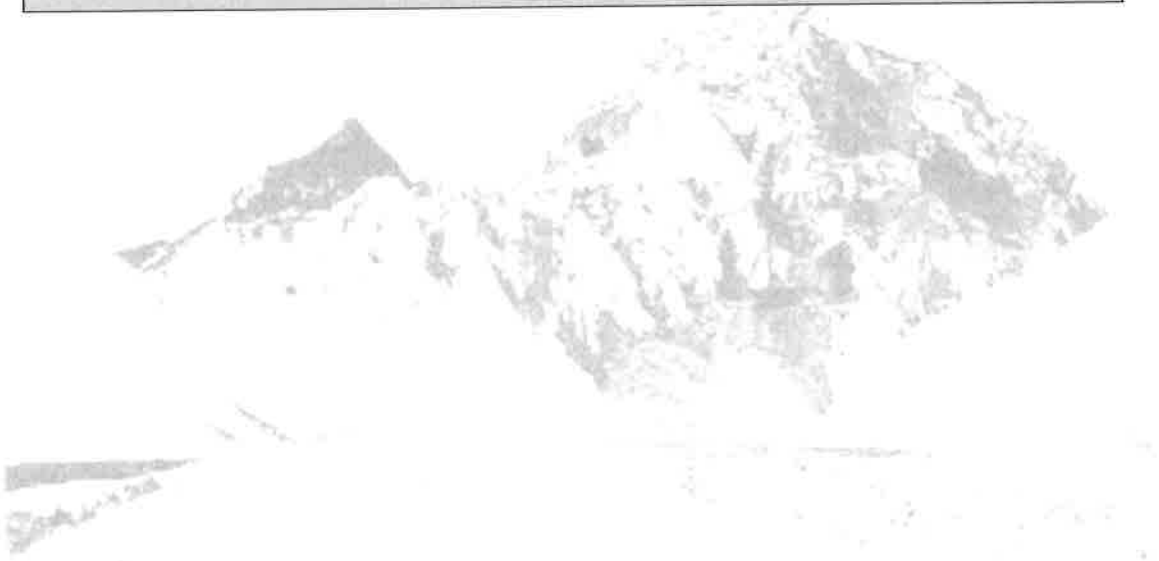
- a. If Microsoft becomes aware of any unauthorized access to any Customer Data stored on Microsoft's equipment or in Microsoft's facilities, or unauthorized access to such equipment or facilities resulting in loss, disclosure, or alteration of Customer Data (each a "Security Incident"), Microsoft will: (a) promptly notify Customer of the Security Incident; (b) promptly investigate the Security Incident and provide Customer with detailed information about the Security Incident; and (c) take reasonable and prompt 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 Windows Azure portal at all times.

7. Miscellaneous.

- a. **Confidentiality.** Customer will treat the contents of the Windows Azure 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 this information for the purpose of this business relationship as articulated in this Windows Azure Addendum and the Enrollment.
- b. **Term and Termination.** This Windows Azure Addendum shall automatically terminate upon any termination or expiration of the Enrollment.
- c. **Order of Precedence.** If there is a conflict between any provision in this Windows Azure Addendum and any provision in the Enrollment, Enterprise Agreement, or applicable Microsoft Business Agreement/Microsoft Business and Services Agreement, this Windows Azure Addendum shall control.
- d. **Entire Agreement.** Except for changes made by this Windows Azure Addendum, the Enrollment remains unchanged and in full force and effect.

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.



Enterprise Enrollment - Office 365 for Government— Amendment ID (CTM)

000-jorob-s-629

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.

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. The following set of Terms applies to Entity when ordering Office 365 for Government Online Services. The parties agree to amend the Enrollment as follows:

1. The following definition is added to the Enrollment:

Office 365 for Government" means Microsoft's family of Office 365 Services that are offered as part of Office 365 Government Plans as described in this Amendment.

When delivered as part of Office 365 for Government, Exchange Online, Lync Online, SharePoint Online, Exchange Online Archiving, and Office WebApps 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. Microsoft refers to this community cloud as the "Government Community Cloud."

Other Online Services may be added to the Government Community Cloud as communicated by Microsoft. Other Office 365-branded or separately branded Online Services that may be made available as part of or in addition to Office 365 for Government are not included in the Government Community Cloud.

2. Office 365 for Governments Terms

Tables a and b, below, contain mappings for Office 365 for Government Online Services and their corresponding Office 365 for Enterprise Online Services ("Corresponding Online Services." Each Office 365 for Government Online Service shown below is subject to the same terms and conditions as its Corresponding Online Service, except as otherwise provided in the applicable Product List and this Amendment. Notwithstanding contrary language in the Enrollment, Reserved Licenses are not available 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 available from Microsoft upon request.

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

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 – Corresponding Enterprise Online Services Mapping

Office 365 for Government - Equivalent “Enterprise Online Services” Suites ¹	Office 365 Enterprise Online Services
Office 365 Plan G1	Office 365 Plan E1
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

¹ Office 365 for Government “Corresponding Online Services” Suite Orders (G1-G4) will be captured on a separate Product Selection Form.

3. Office 365 for Government Customer Requirements.

* Entity both (1) acknowledges that only United States Federal, State, Local or Tribal government entities qualify to purchase Office 365 for Government, and (2) certifies that it qualifies as such. In the event that entity is found not to qualify as such, Microsoft may terminate its Office 365 for Government service.

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.

CompuCom - software quote

Quoted by Miles Allarea, CompuCom Systems Inc., 7171 Forest Lane, Dallas, TX 75230
 Phone Phone 916-934-6023 miles.allarea@compucom.com

Please fax your POs to Client Assistance Center at 800-366-9994. You may call 800-400-9852, option 2, to check status on orders.

Quoted to: Bay Area Air Quality Management District

3 Year EA Renewal Revision #3

Quantity 365 Office 365

Date 9/26/2014

EA#

8805092

Important: Please provide the email address of the recipient designated to receive a CompuCom "order confirmation"

Quantity	Part #	Description	Unit Price	Ext. Price
365	CW2-00307	WinEntforSA ALNG SA MVL Pltfrm	\$28.75	\$ 10,493.75
365	U5J-00004	ECALBridgeOff365 ALNG SA MVL Pltfrm UsrCAL	\$25.04	\$ 9,139.60
1	395-02504	ExchgSvrEnt ALNG SA MVL	\$595.98	\$ 595.98
15	076-01912	Prjct ALNG SA MVL	\$96.11	\$ 1,441.65
1	H30-00238	PrjctPro ALNG SA MVL w1PrjctSvrCAL	\$160.18	\$ 160.18
1	H04-00268	SharePointSvr ALNG SA MVL	\$1,000.31	\$ 1,000.31
150	359-00792	SQLCAL ALNG SA MVL DvcCAL	\$30.72	\$ 4,608.00
2	810-04760	SQLSvrEnt ALNG SA MVL	\$1,264.13	\$ 2,528.26
4	7JQ-00343	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	\$2,022.91	\$ 8,091.64
8	228-04433	SQLSvrStd ALNG SA MVL	\$131.97	\$ 1,055.76
16	D87-01159	VisioPro ALNG SA MVL	\$82.22	\$ 1,315.52
2	D86-01253	VisioStd ALNG SA MVL	\$42.53	\$ 85.06
2	9ED-00073	VSPremwMSDN ALNG SA MVL	\$771.80	\$ 1,543.60
5	77D-00111	VSProwMSDN ALNG SA MVL	\$276.29	\$ 1,381.45
1	L5D-00162	VSTstProwMSDN ALNG SA MVL	\$277.71	\$ 277.71
1	9JD-00053	VSUltwMSDN ALNG SA MVL	\$1,683.54	\$ 1,683.54
35	6VC-01254	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	\$17.17	\$ 600.95
17	P71-07282	WinSvrDataCtr ALNG SA MVL 2Proc	\$905.85	\$ 15,399.45
8	P73-05898	WinSvrStd ALNG SA MVL 2Proc	\$129.78	\$ 1,038.24
10	6QK-00001	AzureMonetaryCommit ShrdSvr ALNG SubsVL MVL Commit	\$1,182.00	\$ 11,820.00
365	7R2-00001	O365GovE3fromSA ShrdSvr ALNG SubsVL MVL PerUsr	\$140.66	\$ 51,340.90
Product-total				\$ 125,601.55
Sub-Total				\$ 125,601.55
Tax				\$ -
Shipping				No Charge
Total				\$ 125,601.55
Annual Payment				\$ 125,601.55

Prices good for 30 days

Pass-Through Warranty and Other Rights. As a reseller, end-user warranties and liabilities (with respect to any third party hardware and software products provided by CompuCom) shall be provided as a pass-through from the manufacturer of such products. All software products are subject to the license agreement of the applicable software supplier, as provided with the software packaging or in the software at time of shipment. CompuCom provides no independent warranties, indemnities or liabilities. Public Sector Disclosure: CompuCom may receive incentive fees for public sector EA transactions.