

**Enterprise Agreement  
Amendment ID CTM**

WA-Fsilver-STE301

This amendment is entered into between the customer and Microsoft affiliate signing, as of the effective date identified below. All terms used but not defined will have the same meanings as in the Microsoft Enterprise Agreement identified above "the agreement." The following terms and conditions amend the terms and conditions of the agreement identified above with respect to the customer identified below and its enrolled affiliates. *This amendment provides changes in accordance with the requests of the State of Washington. It allows for a discount pursuant to the more than 80,000 desks currently participating under the State of Washington Enterprise Agreement number 01E68910.*

1. The effective date of this agreement shall be June 1, 2011 the term shall be 36 months.
2. Section 2, "**How the Enterprise Agreement works**", of the Enterprise agreement is hereby amended and replaced in its entirety as follows:

**The Enterprise program** gives Customers that wish to license one or more of Microsoft platform Products the means to ensure that their entire Enterprise will be licensed. Customer and Customer Affiliates can participate in this program by submitting one or more Enrollments under this agreement. On the Enrollment, the Enrolled Affiliate will designate the scope of its Enterprise and make the initial selection of Enterprise Products and any Additional Products it wishes to license. Each Enrollment must include at least one Enterprise Product. Microsoft may refuse to accept an Enrollment if it has a business reason for doing so. Notwithstanding any other provision of this agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this agreement incorporated by reference in that Enrollment.

- a. **How Enrolled Affiliates acquire Licenses.** *An enrolled affiliate will acquire its licenses by executing an enrollment under which it acquires its license through DIS (who obtains the products through a reseller of its choosing). Orders under an enrollment will be made out and submitted to DIS who will submit those orders to the chosen reseller. Microsoft will invoice that Reseller according to the terms in the applicable Enrollment. Throughout this agreement the term "price" refers to reference price. The Reseller and DIS will determine the Enrolled Affiliate's actual price and payment terms.*
  - b. **Choosing and maintaining a Reseller.** *DIS will choose and maintain a Reseller authorized in the Enrolled Affiliate's territory.*
  - c. **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>. Online Services are provided as subscription services and may carry additional terms that are independent of the agreement terms as specified in the Product use rights. Billing terms for Online Services subscriptions may also differ from the terms of this agreement.
3. Section 3, "**How to establish price level**", of the Enterprise agreement is hereby amended and replaced in its entirety as follows:

- a. **Establishing Price Levels.** Each Product is assigned to a Product pool (applications, systems, or servers). There are four price levels (A, B, C, and D). An Enrolled Affiliate's price level for Enterprise Products *shall be "D-8%"* and additional products ordered from that pool will be *priced at level "D" at the time of enrollment*. The ability to order Device-based Licenses or User-based Licenses is determined by how the License is offered in the price list (e.g. Windows Vista is not offered as User-based License). If Enrolled Affiliate orders a platform Enterprise Product that contains both Device-based and User-based Licenses, prices will be based on the Qualified Desktop price level.

The price level for Additional Products in that pool will be level "D" throughout the term of the Enrollment.

- b. **Deriving prices from price levels.** The Enrolled Affiliate's prices, including true-up prices, are determined as follows:

**For Products covered by the initial order.** The Enrolled Affiliate's price for Licenses for Products on its order will not change throughout the initial Enrollment term.

**For Additional Products added after the initial order.** The Enrolled Affiliate's prices for Licenses for Additional Products ordered after acceptance of the Enrollment will be those prices in effect for its price level for that Product as of the date that it places its first order for that Product.

4. Section 6, f, **How to confirm orders**, is hereby restated as follows:

f. **How to confirm orders.** Microsoft will publish information about orders placed by each Enrolled Affiliate, including an electronic confirmation of *each license ordered* on a password-protected site on the World Wide Web at <https://licensing.microsoft.com> or a successor site. Upon Microsoft's acceptance of this agreement and Enrollments entered into under this agreement, ~~the contact identified for this purpose will be provided~~ access to this site. *Microsoft will take commercially reasonable efforts to assure the information on the website is accurate.*

5. Section 7, b, **Copies for training/evaluation and back-up**, is hereby restated as follows:

b. **Copies for training/evaluation and back-up.** The Enrolled Affiliate may (1) use up to 40 complimentary copies of any Product in a dedicated training facility on its premises, (2) use up to 20 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.

6. Section 12, **Confidentiality**, is hereby restated as follows:

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, or to the Enrolled Affiliate's designated or prospective resellers 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. *You will provide us the opportunity to review and contest any intended disclosures by you to the extent required by your public records laws.*

7. Section 13, b, **Remedies for breach of limited Product warranty**, is hereby restated as follows:

b. **Remedies for breach of limited Product warranty.** If Customer notifies Microsoft within the warranty period that a Commercial Product does not meet the limited warranty, then Microsoft will, at its option, either (1) return the price paid for the Product, or (2) repair or replace the Product *within a commercially reasonable timeframe*. These are Customer's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.

8. Section 14, Defense of infringement, is hereby deleted and restated as follows:

- a. Agreement to protect.** Microsoft will defend Customer against any claims made by an unaffiliated third party that any Commercial Product or Fix infringes that party's patent, copyright or trademark or makes intentional unlawful use of its trade secret or undisclosed information. Microsoft will also pay the amount of any resulting adverse final judgment (or settlement to which Microsoft consents). This section provides Customer's and its Affiliate's exclusive remedy for these claims. The terms "intentional unlawful use" and "undisclosed information" are used as defined in Article 39.2 of the TRIPs agreement.
- b. What the Customer must do.** Customer must notify Microsoft promptly in writing of the claim. *Customer's failure to provide timely notice shall only relieve us from our obligations under this Section if and to the extent such late notice prejudices the defense or results in increased expense or loss to us. In addition, customer agrees to cooperate with, and agrees to use best efforts to encourage the Office of Attorney General of Washington to grant us sole control of the defense and all related settlement negotiations. In the event that the OAG opts not to grant us sole control of the defense and related negotiations, customer agrees to encourage the OAG to allow all parties to participate jointly in any defense and all related settlement negotiations.* Microsoft will reimburse Customer for reasonable out of pocket expenses that it incurs in providing that assistance.
- c. Limitations on defense obligation.** Microsoft's obligations will not apply to the extent that the claim or award is based on:
- (i) Customer's or its Affiliate's use of the Product or Fix after Microsoft notifies it to discontinue that use due to a third party claim;
  - (ii) Customer's or its Affiliate's combination of the Product or Fix with a non-Microsoft product, data or business process;
  - (iii) damages attributable to the value of the use of a non-Microsoft product, data or business process;
  - (iv) modifications that Customer or its Affiliates make to the Product or Fix;
  - (v) Customer's or its Affiliate's redistribution of the Product or Fix to, or Customer's or its Affiliate's use for the benefit of, any third party;
  - (vi) Customer's or its Affiliate's use of Microsoft's trademark(s) without express written consent to do so; or
  - (vii) any trade secret or undisclosed information claim, where Customer or its Affiliates acquires the trade secret or undisclosed information (1) through improper means; or (2) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (3) from a person (other than Microsoft or Microsoft's Affiliates) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret or undisclosed information.

Customer will reimburse Microsoft for any costs or damages that result from any of these actions.

**d. Specific rights and remedies in case of infringement.**

- (i) **Microsoft's rights in addressing possible infringement.** If Microsoft receives information concerning an infringement claim related to a Product or Fix, Microsoft may, at its expense and without obligation to do so, either:
- Use commercially reasonable methods to procure for Customer the right to continue to run the allegedly infringing Product or Fix, or
  - modify the Product or Fix, or replace it with a functional equivalent, to make it non-infringing, in which case Customer will immediately stop using the allegedly infringing Product or Fix after receiving notice from Microsoft.

# Microsoft | Volume Licensing

## Program Signature Form

MBA/MBSA number


SGN-

WA-Fsilver-STE301

Agreement number

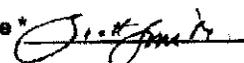
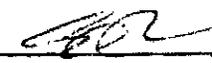
**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

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
Enterprise Agreement	X20-00046
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
Enterprise Agreement Amendment	CTM (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 signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	Microsoft Affiliate
<b>Name of Entity (must be legal entity name) *</b> WA State Dept. Of Information of Technology	<b>Microsoft Licensing, GP</b>
<b>Signature *</b> 	<b>Signature</b> 
<b>Printed Name *</b> Scott Smith	<b>Printed Name</b> Ellen O'Rourke
<b>Printed Title *</b> <i>TECHNOLOGY ACQUISITION MANAGER</i>	<b>Printed Title</b> Contract Administrator
<b>Signature Date *</b> 5/14/11	<b>Signature Date</b> <b>MAY 16 2011</b>
	<small>(date Microsoft Affiliate countersigns)</small>

<b>Tax ID</b> N/A	<b>Effective Date</b> 6-1-2011 <small>(may be different than Microsoft's signature date)</small>
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\* indicates required field

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

Customer	Outsourcer
<b>Name of Entity (must be legal entity name) *</b>	<b>Name of Entity (must be legal entity name) *</b>
<b>Signature *</b> _____	<b>Signature *</b> _____
<b>Printed Name *</b>	<b>Printed Name *</b>
<b>Printed Title *</b>	<b>Printed Title *</b>
<b>Signature Date *</b>	<b>Signature Date *</b>

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

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

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

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