Microsoft

Volume Licensing

Enterprise Enrollment

State and Local

Enterprise Enrollment number *(Microsoft to complete)*	86190957
Previous Enrollment number *(Reseller to complete)*	9078522

Framework ID *(if applicable)*	

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

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1.   Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

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

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

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

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. Order requirements.

a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

   (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

   (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services**.**

b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. **Adding Products.**

   (i) **Adding new Products not previously ordered**. New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii)Late true-up order. If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

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

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

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

i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. *Pricing.*

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. *Payment terms.*

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. *End of Enrollment term and termination.*

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. **If Enrolled Affiliate elects not to renew.**

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

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

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. Use Rights for Government Community Cloud Services. For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Use Rights, will not apply.

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

□ Enrolled Affiliate and all Affiliates

□ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

□ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude 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)* City of Corpus Christi
Contact name* First Frank **Last** De Los Santos
Contact email address* FrankD@cctexas.com
Street address* 1201 Leopard Street 1201 Leopard Street
City* Corpus Christi
State* TX
Postal code* 78401-2120-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 361-826-3740
Tax ID
* indicates required fields

b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☒   Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Frank **Last** De Los Santos
Contact email address* FrankD@cctexas.com
Street address* 1201 Leopard Street 1201 Leopard Street
City* Corpus Christi
State* TX
Postal code* 78401-2120-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 361-826-3740
Language preference. Choose the language for notices. English
☐   This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
* indicates required fields

c.   **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

   Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Frank **Last** De Los Santos
Contact email address* FrankD@cctexas.com
Phone* 361-826-3740
☐ 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* SoftwareONE, Inc.
Street address (PO boxes will not be accepted)* 20875 Crossroads Circle, Suite 1
City* Waukesha
State* WI
Postal code* 53186-4093
Country* United States
Contact name* MS. Admin
Phone* 262-317-5555
Contact email address* ms-admin.us@softwareone.com
* indicates required fields

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

Signature* *Alethea Reyes*
965CC6A1569B4A4...
            Alethea Reyes
Printed name*
Printed title* Operations Analyst
Date* 8/19/2020

* indicates required fields

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing?   ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Microsoft | Volume Licensing

Previous Enrollment(s)/Agreement(s) Form

Entity Name: City of Corpus Christi
Contract that this form is attached to: State Local Government

> For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- **a.** Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.

- **b.** Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.

- **c.** An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.

- **d.** The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).

- **e.** Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	9078522	X	X

Microsoft   **Volume Licensing**

Amendment to Contract Documents

Enrollment Number [   ]   [5-0000005568145]

These amendments are entered into between the parties identified on the attached program signature form. They amend the Enrollment or Agreement identified above. All terms used but not defined in these amendments will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment (Indirect)
Invoice for Quoted Price
Amendment ID M97

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date.   Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided.   Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAA-11924	O365GCCE3fromSA ShrdSvr ALNG SubsVL MVL PerUsr	2100	
AAD-32906	EntMobandSecE3FromSAGCC ShrdSvr ALNG SubsVL MVL PerUsr		2929
AAA-11894	O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr		580
4ZF-00019	WINVDAPerDvc ALNG SubsVL MVL PerDvc	100	
J5U-00001	Azure Monetary Commitment - US Gov	4	
3NS-00003	ExchgOnlnP2GCC ShrdSvr ALNG SubsVL MVL PerUsr	220	
DDJ-00001	PwrBIProGCC ShrdSvr ALNG SubsVL MVL PerUsr	3	97
LML-00001	YammerEntGCC ShrdSvr ALNG SubsVL MVL AddOn toO365M365F3E5		2300

Enterprise Enrollment
Yammer for GCC
Amendment ID M318

1.   Defined terms.

"Yammer Enterprise" means the multi-tenant service offering, Yammer Enterprise, as described in the Product Terms dated December 1, 2016.

2.   Additional Rights to Yammer Enterprise.

In order to be eligible for Yammer Enterprise, Customer or Enrolled Affiliate must have purchased user subscription licenses ("USLs") under the Enrollment for at least one of the following Office 365 for Government offerings ("Qualifying Office 365-G Suites").

- Office 365 Government/GOVCON E1
- Office 365 Government/GOVCON E3
- Office 365 Government/GOVCON E4
- Office 365 Government/GOVCON E5
-

Following its execution of this Amendment, each of Enrolled Affiliate's users assigned to a USL for a Qualifying Office 365-G Suite is entitled to use Yammer Enterprise, at no additional cost, for the duration of the earlier of (i) the USL subscription term and (ii) term of this Amendment, subject to the terms and conditions of this amendment. Enrolled Affiliate may not assign any Yammer Enterprise USLs provided at no additional cost under this Amendment to any users that are not assigned to a Qualifying Office 365-G Suite.

Microsoft's provision of Yammer Enterprise under the Enrollment will be subject solely to the terms of the Enrollment, Agreement, Online Services Terms dated December 1, 2016 and Product Terms dated December 1, 2016, except as otherwise provided in this Amendment.

Yammer Enterprise is provided in a "public cloud," not in a "community cloud," as such terms are defined in NIST Special Publication 800-145. It is neither part of, nor a component of, Office 365 for Government.

If Microsoft integrates Yammer Enterprise features or functionality into any Office 365 for Government Online Service, Microsoft makes no representation or warranty that Enrolled Affiliate will be able to migrate its Customer Data from Yammer Enterprise to Office 365 for Government, nor that any such migration (if possible) will be performed by Microsoft at no cost.

In order to provide Yammer Enterprise to eligible users of Qualifying Office 365-G Suites at no additional cost as set forth above, Microsoft will invoice Enrolled Affiliate (or Enrolled Affiliate's Reseller, if applicable) for the applicable SKU, for a quantity of Yammer Enterprise not to exceed, in aggregate, the total number of Licenses Enrolled Affiliate has purchased for Office 365-G Suites.

It is the intent of Microsoft that the terms of this amendment, and the provision of Yammer Enterprise (for the limited purpose set forth above), be in compliance with all applicable federal, state and local laws and regulations. All Products are provided under this Amendment for the sole use and benefit of Enrolled Affiliate for its government functions only, and are not provided for use by or personal benefit of any government employees.

This Amendment shall automatically terminate upon any termination or expiration of the Enrollment term. In addition, Microsoft shall have the right to immediately terminate this Amendment in the event Customer or the Enrolled Affiliate breaches any obligation in this Amendment.

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

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

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Dec2019)(IU) .docx		M97	B
(M318)EnrAmend(YammerforGCC)(WW)(ENG)(Aug2017)(IU).docx		M318	B

Microsoft | Volume Licensing

Discount Transparency Disclosure Form

Date:	6/22/2020
Program:	Enterprise 6
Enrollment Number:	Renewal
Quote Number:	0969675.003
Partner Name:	SoftwareONE, Inc.
Reseller Address:	20875 Crossroads Circle, Suite 1 Waukesha, WI, United States, 53186-4093

Discount Details

For this enrollment, Microsoft provided the Customer's Partner an additional discount off of the Partner's Net Price. The Partner is required, by Microsoft, to pass on the additional discount to the Customer by reducing the Microsoft Product resale price by an amount equal to or greater then the discount.

Listed in the table below is the maximum price the partner may charge for the Microsoft Products to be ordered under this enrollment. The Maximum Resale Price (MRP) is calculated by subtracting the additional discount provided to the Partner, from the total estimated resale price for the Microsoft Products.

The requirement to pass through the additional discount, does not mean that Microsoft is setting the Customer's actual price. Partners remain free to set the price charged for Microsoft Products at any point equal to or below MRP. The Customer's actual price will be established by a separate agreement between Customer and its Partner.

Ordered Products

Currency	Maximum Resale Price
US Dollar	3,248,658

Note: The Maximum Resale Price listed in the table above only pertains to the Microsoft Products to be ordered under this Enrollment. The content of this form has no impact on the Customer's price for Non-Microsoft products and services.

In this form, the following definitions apply:
"Customer" means the entity that may enter or has entered into a Contract with the Partner.
"Contract" means a binding agreement between the Partner and Affiliate, under which Customer orders Products from Partner.
"Microsoft" means (1) the entity that has entered into an agreement with Partner under which Partner may place orders for Microsoft Products for use by the Customer and (2) the affiliates of such entity, as appropriate.
"Maximum Resale Price" means the sum of the Estimated Retail Price for all Microsoft Products ordered under the Customer Contract minus the aggregated discount off of the Partner's Net Price provided by Microsoft listed in the currency in which the Partner or Partner's reseller transacts with Microsoft.
"Product" means all Microsoft Products identified in the Product Terms, such as all Software, Online Services, and other web-based services, including pre-release or beta version. Microsoft product availability may vary by region.

Partner:	SoftwareONE, Inc.
Customer:	City fo Corpus Christi
Signature of Customer's authorized representative:	_____
Printed name:	_____
Printed title:	_____
Date:	_____

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID	Enrollment Number
0969675.003	

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	2,680	2,929	0.9	No	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
Office 365 GCC Plan E3 SA	2,100
O365 GCC E3	580
Enterprise Mobility and Security (EMS)	
Enterprise Mobility and Security GOV	2,929

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	2680	2680	2929	0

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: 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

Microsoft | Volume Licensing

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: 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.

Microsoft   Volume Licensing

Program Signature Form

MBA/MBSA number		5-0000005568145
Agreement number	01E73535	

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 Enrollment (Indirect)	X20-10635
Enterprise Amendment	M97;M318 (New)
Discount Transparency Disclosure Form	0969675.003_DTDF
Product Selection Form	0969675.003_PSF

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)* City of Corpus Christi

Signature* _____

Printed First and Last Name*

Printed Title

Signature Date*

Tax ID

* indicates required field

Microsoft Affiliate

Microsoft Corporation

Signature *Claudia Servin*

Printed First and Last Name Claudia Servin

Printed Title Authorized Signer

Signature Date 8/19/2020
(date Microsoft Affiliate countersigns)

Agreement Effective Date
(may be different than Microsoft's signature date)

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

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

* indicates required field

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

* indicates required field

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

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

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

APPROVED AS TO LEGAL FORM:

_____

Assistant City Attorney   Date
For City Attorney

Microsoft   Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	7118883

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>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
Select Plus Affiliate Registration Form	X20-11591

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)* City of Corpus Christi
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

* indicates required field

APPROVED AS TO LEGAL FORM

_____
Assistant City Attorney   Date
For City Attorney

Microsoft Affiliate
Microsoft Corporation
Signature _Claudia Servin_   DocuSigned by: 6E551A89B4F248B...
Printed First and Last Name Claudia Servin
Printed Title Authorized Signer
Signature Date 8/19/2020   (date Microsoft Affiliate countersigns)
Agreement Effective Date   (may be different than Microsoft's signature date)

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

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

* indicates required field

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

* indicates required field

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

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

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

Microsoft   Volume Licensing

Select Plus Affiliate Registration Form   State and Local

Registration Type *Reseller to complete*	Lead Affiliate ☐ Additional Affiliate ☒	Lead Affiliate Public Customer Number (PCN) *Reseller to complete*	9C67FD36
Agreement Number Microsoft or Reseller to complete	7118883	Additional Affiliate Public Customer Number (PCN) *Reseller to complete*	
Qualifying Contract *Reseller to complete*		Change Affiliate Anniversary Month *Reseller to complete*	August

By registering, Registered Affiliate accepts and agrees to be bound by the terms of the agreement and any applicable attachments (the "Agreement"), and will be allowed to acquire Products in accordance with the Agreement.

If Registered Affiliate registers as an Additional Affiliate, Registered Affiliate represents that the Additional Affiliate is an eligible entity of the Lead Affiliate identified above.

This registration is valid when accepted by Microsoft and until it is terminated. Registered Affiliate will receive an acceptance notification confirming the effective date of this registration. Microsoft may refuse to accept a registration if there is a business reason for doing so. Either party may terminate this registration for any reason with 60 days advance written notice. Terminating this registration will terminate the Registered Affiliate's ability to place Orders under the Agreement.

Each Registered Affiliate may qualify for and receive additional benefits by electing Software Assurance membership. By electing Software Assurance membership, the Registered Affiliate is committing to include Software Assurance with every eligible Order. To make this election, complete and submit the Select Plus Software Assurance Membership Election Form.

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

1.   Primary Contact Information.

Registered Affiliate must identify an individual from inside its organization to serve as the primary contact. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others.

Name of entity* City of Corpus Christi
Contact name*: First Frank **Last** De Los Santos
Contact email address* FrankD@cctexas.com
Street address* 1201 Leopard Street
City* Corpus Christi
State* Texas
Postal code* 78401-2120
Country* United States
Phone* 1 361 658 7625
Tax ID
* indicates required fields

2.   *Notices contact and online administrator.*

This individual receives contractual notices. They are also the online Administrator for the Volume Licensing Service Center and may grant online access to others.

☒ Same as primary contact
Name of entity*
Contact name*: First   **Last**

Contact email address*
Street address*
City*
State*
Postal code*
Country*
Phone*

☐ This contact is a third party (not the Registered Affiliate). Warning: This contact receives personally identifiable information of the Registered Affiliate.
* indicates required fields

3. *Language preference.*

Select the language for notices. English

4. *Reseller information.*

Reseller company name* SoftwareONE, Inc.
Street address (PO boxes will not be accepted)* 20875 Crossroads Circle, Suite 1
City* Waukesha
State* WI
Postal code* 53186-4093
Country* United States
Contact name* MS Admin
Phone* 262-317-5555
Contact email address* ms-admin.us@softwareone.com
* indicates required fields

The undersigned confirms that the information is correct.

Name of Reseller* SoftwareONE, Inc.
Signature* *Alethea Reyes*   DocuSigned by: 965CC6F158B14AD...
Printed name* Alethea Reyes
Printed title* Operations Analyst
Date* 8/19/2020
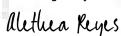
* indicates required fields

Changing a Reseller. If Microsoft or Reseller chooses to discontinue doing business with one another, Registered Affiliate must choose a replacement Reseller. If Registered Affiliate or Resellers intends to terminate their relationship, the initiating party it 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.

5. *Supplemental Contacts.*

Customer's Notices Contact identified above is the default contact for administrative and other communications. However, Customer may designate additional contacts using the Supplemental Contact Information form.

6. *Software Assurance Membership Election.*

Each Registered Affiliate may qualify for and receive additional benefits with Software Assurance membership. By electing Software Assurance membership below, Registered Affiliate is committing for a minimum period of one year to include Software Assurance with every eligible Order, and to maintain Software Assurance for all copies of Products licensed under this program for at least one Product pool.

Product pools	Yes	No	
Applications	☐	☒	**Note**: If "Yes" is marked, orders for Licenses without Software Assurance will not be accepted.
Systems	☐	☒	
Servers	☐	☒	

Only valid if attached to a signature form.

software**ONE**®

City of Corpus Christi, TX			
Frank De Los Santos	Date	07/30/2020	
1201 Leopard Street	Customer No.	US-SCU-143347	
CORPUSCHRISTI, TX 78401	Your Reference	EA Renewal (WS)	
	Account Manager	Craig Lance	
	Your Contact Person	statestore us	
	E-Mail	statestore.us@softwareone.com	
	Our Tax ID	39-1501504	

Quote US-QUO-852611

Invoice Address	Shipping Address	License Address
City of Corpus Christi, TX	City of Corpus Christi, TX	City of Corpus Christi, TX
1201 Leopard Street	1201 Leopard Street	1201 Leopard Street
CORPUSCHRISTI, TX 78401	CORPUSCHRISTI, TX 78401	CORPUSCHRISTI, TX 78401
		Frank De Los Santos
		FrankD@cctexas.com

Pos.	No.	Description Manufacturer	Disc-Lev.	Format	Start Date End Date Lic. Model	Version OS Lic. Metrics	Qty.	Unit Price	Sales Tax	Amount (USD)
		DIR-TSO-4061								
		EA#								
		Year 1								
10	J5U-00001	Azure Monetary Commitment G Shared Server Commit				NON-SPEC/AL				
		Government Monthly Subscription Add Prod				Non-Specific				
		Microsoft	LEVEL D	SUB	IEA ADD G		4	1,224.00	0.00	4,896.00
		MSRP: $1, 500.00								
20	9GS-00135	Core Infrastructure Server Suite DataCenter Core 2 Lic Core				NON-SPEC/AL				
		Government 1 Year SA Add Prod				Non-Specific				
		Microsoft	LEVEL D	MNT	IEA ADD G		100	164.81	0.00	16,481.00
		MSRP: $200.00								
30	AAD-32906	Enterprise Mobility and Security E3 from SA GCC MVL Per User				NON-SPEC/AL				
		Government Monthly Subscription				Non-Specific				
		Microsoft	LEVEL D	SUB	IEA GOV		2,929	74.16	0.00	217,214.64
		MSRP: $90.00								
40	3NS-00003	Exchange Online Plan 2 Gov ShrdSvr per User				NON-SPEC/AL				
		Government Monthly Subscription Add Prod				Non-Specific				
		Microsoft	LEVEL D	SUB	IEA ADD G		220	73.98	0.00	16,275.60

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Pos.	No.	Description Manufacturer	Disc-Lev.	Format	Start Date End Date Lic. Model	Version OS Lic. Metrics	Qty.	Unit Price	Sales Tax	Amount (USD)
		MSRP: $96.00								
50	AAA-11924	Office 365 Gov E3 from SA ShrdSvr per User Government Monthly Subscription Microsoft	LEVEL D	SUB	IEA GOV	NON-SPEC/AL Non-Specific	2,100	184.80	0.00	388,080.00
		MSRP: $224.40								
60	AAA-11894	Office 365 Gov E3 ShrdSvr per User Government Monthly Subscription Microsoft	LEVEL D	SUB	IEA GOV	NON-SPEC/AL Non-Specific	580	217.44	0.00	126,115.20
		MSRP: $264.00								
70	DDJ-00001	Power BI Pro ShrdSvr per User Government Monthly Subscription Microsoft	LEVEL D	SUB	IEA GOV	NON-SPEC/AL Non-Specific	100	93.00	0.00	9,300.00
		MSRP: $112.80								
80	359-00961	SQL User CAL only Government 1 Year SA Add Prod Microsoft	LEVEL D	MNT	IEA ADD G	NON-SPEC/AL Non-Specific	26	33.78	0.00	878.28
		MSRP: $41.00								
90	7JQ-00343	SQL Server Enterprise Core 2 Lic Government 1 Year SA Add Prod Microsoft	LEVEL D	MNT	IEA ADD G	NON-SPEC/AL Non-Specific	20	2,223.24	0.00	44,464.80
		MSRP: $2, 698.00								
100	228-04433	SQL Server Standard Government 1 Year SA Add Prod Microsoft	LEVEL D	MNT	IEA ADD	NON-SPEC/AL Non-Specific	6	145.86	0.00	875.16
		MSRP: $177.00								
110	7NQ-00292	SQL Server Standard Core 2 Lic Core Lic Government 1 Year SA Add Prod Microsoft	LEVEL D	MNT	IEA ADD G	NON-SPEC/AL Non-Specific	24	580.12	0.00	13,922.88
		MSRP: $704.00								
120	6VC-01254	Windows Remote Desktop Services User CAL only Government 1 Year SA Add Prod Microsoft	LEVEL D	MNT	IEA ADD G	NON-SPEC/AL Non-Specific	500	21.43	0.00	10,715.00
		MSRP: $26.00								
130	9EA-00278	Windows Server DataCenter Core 2 Lic Core Lic Government 1 Year SA Add Prod Microsoft	LEVEL D	MNT	IEA ADD G	NON-SPEC/AL Non-Specific	240	125.25	0.00	30,060.00
		MSRP: $152.00								
140	9EM-00270	Windows Server Standard Core 2 Lic Core Lic Government 1 Year SA Add Prod Microsoft	LEVEL D	MNT	IEA ADD G	NON-SPEC/AL Non-Specific	198	18.12	0.00	3,587.76
		MSRP: $22.00								

SoftwareONE, Inc.
20875 Crossroads Circle

Suite 1
Waukesha, WI 53186

Phone : 800 - 444 - 9890
Fax : 262 - 317 - 5554

www.softwareone.com
sales@softwareone.com

Quote US-QUO-852611

Pos.	No.	Description Manufacturer	Disc-Lev.	Format	Start Date End Date Lic. Model	Version OS Lic. Metrics	Qty.	Unit Price	Sales Tax	Amount (USD)
150	4ZF-00019	VDA per Device Government Monthly Subscription Add Prod Microsoft **MSRP: $111.80**	LEVEL D	SUB	IEA ADD G	NON-SPEC/AL Non-Specific	100	92.13	0.00	9,213.00
160	LML-00001	YammerEnt GCC Add On to O365 M365F1E5 Government Monthly Subscription Microsoft **MSRP: $0.00**	LEVEL D	SUB	IEA GOV	NON-SPEC/AL Non-Specific	2,300	0.00	0.00	0.00
		New Select +								
170	R18-00130	Windows Server User CAL only License and 1 Year SA Microsoft **MSRP: $20.00**	LEVEL D	LIC&MNT	SELECT+	NON-SPEC/SL Non-Specific	1,071	16.57	0.00	17,746.47
		Total Excl. Tax								**909,825.79**
		Year 2								
180	J5U-00001	Azure Monetary Commitment G Shared Server Commit Government Monthly Subscription Add Prod Microsoft **MSRP: $1, 500.00**	LEVEL D	SUB	IEA ADD G	NON-SPEC/AL Non-Specific	4	1,224.00	0.00	4,896.00
190	9GS-00135	Core Infrastructure Server Suite DataCenter Core 2 Lic Core Government 1 Year SA Add Prod Microsoft **MSRP: $200.00**	LEVEL D	MNT	IEA ADD G	NON-SPEC/AL Non-Specific	100	164.81	0.00	16,481.00
200	AAD-32906	Enterprise Mobility and Security E3 from SA GCC MVL Per User Government Monthly Subscription Microsoft **MSRP: $90.00**	LEVEL D	SUB	IEA GOV	NON-SPEC/AL Non-Specific	2,929	74.16	0.00	217,214.64
210	3NS-00003	Exchange Online Plan 2 Gov ShrdSvr per User Government Monthly Subscription Add Prod Microsoft **MSRP: $96.00**	LEVEL D	SUB	IEA ADD G	NON-SPEC/AL Non-Specific	220	73.98	0.00	16,275.60
220	AAA-11924	Office 365 Gov E3 from SA ShrdSvr per User Government Monthly Subscription Microsoft **MSRP: $224.40**	LEVEL D	SUB	IEA GOV	NON-SPEC/AL Non-Specific	2,100	184.80	0.00	388,080.00
230	AAA-11894	Office 365 Gov E3 ShrdSvr per User Government Monthly Subscription Microsoft **MSRP: $264.00**	LEVEL D	SUB	IEA GOV	NON-SPEC/AL Non-Specific	580	217.44	0.00	126,115.20

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Fax : 262 - 317 - 5554
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sales@softwareone.com

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Pos. No.	Description Manufacturer	Disc-Lev.	Format	Start Date End Date Lic. Model	Version OS Lic. Metrics	Qty.	Unit Price	Sales Tax	Amount (USD)
240 DDJ-00001	Power BI Pro ShrdSvr per User				NON-SPEC/AL				
	Government Monthly Subscription				Non-Specific				
	Microsoft	LEVEL D	SUB	IEA GOV		100	93.00	0.00	9,300.00
	MSRP: $112.80								
250 359-00961	SQL User CAL only				NON-SPEC/AL				
	Government 1 Year SA Add Prod				Non-Specific				
	Microsoft	LEVEL D	MNT	IEA ADD G		26	33.78	0.00	878.28
	MSRP: $41.00								
260 7JQ-00343	SQL Server Enterprise Core 2 Lic				NON-SPEC/AL				
	Government 1 Year SA Add Prod				Non-Specific				
	Microsoft	LEVEL D	MNT	IEA ADD G		20	2,223.24	0.00	44,464.80
	MSRP: $2, 698.00								
270 228-04433	SQL Server Standard				NON-SPEC/AL				
	Government 1 Year SA Add Prod				Non-Specific				
	Microsoft	LEVEL D	MNT	IEA ADD		6	145.86	0.00	875.16
	MSRP: $177.00								
280 7NQ-00292	SQL Server Standard Core 2 Lic Core Lic				NON-SPEC/AL				
	Government 1 Year SA Add Prod				Non-Specific				
	Microsoft	LEVEL D	MNT	IEA ADD G		24	580.12	0.00	13,922.88
	MSRP: $704.00								
290 6VC-01254	Windows Remote Desktop Services User CAL only				NON-SPEC/AL				
	Government 1 Year SA Add Prod				Non-Specific				
	Microsoft	LEVEL D	MNT	IEA ADD G		500	21.43	0.00	10,715.00
	MSRP: $26.00								
300 9EA-00278	Windows Server DataCenter Core 2 Lic Core Lic				NON-SPEC/AL				
	Government 1 Year SA Add Prod				Non-Specific				
	Microsoft	LEVEL D	MNT	IEA ADD G		240	125.25	0.00	30,060.00
	MSRP: $152.00								
310 9EM-00270	Windows Server Standard Core 2 Lic Core Lic				NON-SPEC/AL				
	Government 1 Year SA Add Prod				Non-Specific				
	Microsoft	LEVEL D	MNT	IEA ADD G		198	18.12	0.00	3,587.76
	MSRP: $22.00								
320 4ZF-00019	VDA per Device				NON-SPEC/AL				
	Government Monthly Subscription Add Prod				Non-Specific				
	Microsoft	LEVEL D	SUB	IEA ADD G		100	92.13	0.00	9,213.00
	MSRP: $111.80								
330 LML-00001	YammerEnt GCC Add On to O365 M365F1E5				NON-SPEC/AL				
	Government Monthly Subscription				Non-Specific				
	Microsoft	LEVEL D	SUB	IEA GOV		2,300	0.00	0.00	0.00
	MSRP: $0.00								

New Select +

Quote US-QUO-852611

Pos.	No.	Description Manufacturer	Disc-Lev.	Format	Start Date End Date Lic. Model	Version OS Lic. Metrics	Qty.	Unit Price	Sales Tax	Amount (USD)
340	R18-00130	Windows Server User CAL only				NON-SPEC/SL				
		License and 1 Year SA				Non-Specific				
		Microsoft	LEVEL D	LIC&MNT	SELECT+		1,071	16.57	0.00	17,746.47
		MSRP: $20.00								
		Total Excl. Tax								**909,825.79**
		Year 3								
350	J5U-00001	Azure Monetary Commitment G Shared Server Commit				NON-SPEC/AL				
		Government Monthly Subscription Add Prod				Non-Specific				
		Microsoft	LEVEL D	SUB	IEA ADD G		4	1,224.00	0.00	4,896.00
		MSRP: $1, 500.00								
360	9GS-00135	Core Infrastructure Server Suite DataCenter Core 2 Lic Core				NON-SPEC/AL				
		Government 1 Year SA Add Prod				Non-Specific				
		Microsoft	LEVEL D	MNT	IEA ADD G		100	164.81	0.00	16,481.00
		MSRP: $200.00								
370	AAD-32906	Enterprise Mobility and Security E3 from SA GCC MVL Per User				NON-SPEC/AL				
		Government Monthly Subscription				Non-Specific				
		Microsoft	LEVEL D	SUB	IEA GOV		2,929	74.16	0.00	217,214.64
		MSRP: $90.00								
380	3NS-00003	Exchange Online Plan 2 Gov ShrdSvr per User				NON-SPEC/AL				
		Government Monthly Subscription Add Prod				Non-Specific				
		Microsoft	LEVEL D	SUB	IEA ADD G		220	73.98	0.00	16,275.60
		MSRP: $96.00								
390	AAA-11924	Office 365 Gov E3 from SA ShrdSvr per User				NON-SPEC/AL				
		Government Monthly Subscription				Non-Specific				
		Microsoft	LEVEL D	SUB	IEA GOV		2,100	184.80	0.00	388,080.00
		MSRP: $224.40								
400	AAA-11894	Office 365 Gov E3 ShrdSvr per User				NON-SPEC/AL				
		Government Monthly Subscription				Non-Specific				
		Microsoft	LEVEL D	SUB	IEA GOV		580	217.44	0.00	126,115.20
		MSRP: $264.00								
410	DDJ-00001	Power BI Pro ShrdSvr per User				NON-SPEC/AL				
		Government Monthly Subscription				Non-Specific				
		Microsoft	LEVEL D	SUB	IEA GOV		100	93.00	0.00	9,300.00
		MSRP: $112.80								
420	359-00961	SQL User CAL only				NON-SPEC/AL				
		Government 1 Year SA Add Prod				Non-Specific				
		Microsoft	LEVEL D	MNT	IEA ADD G		26	33.78	0.00	878.28
		MSRP: $41.00								
430	7JQ-00343	SQL Server Enterprise Core 2 Lic				NON-SPEC/AL				

SoftwareONE, Inc.
20875 Crossroads Circle

Suite 1
Waukesha, WI 53186

Phone : 800 - 444 - 9890
Fax : 262 - 317 - 5554

www.softwareone.com
sales@softwareone.com

softwareONE®

Quote US-QUO-852611

Pos.	No.	Description Manufacturer	Disc-Lev.	Format	Start Date End Date Lic. Model	Version OS Lic. Metrics	Qty.	Unit Price	Sales Tax	Amount (USD)
		Government 1 Year SA Add Prod				Non-Specific				
		Microsoft	LEVEL D	MNT	IEA ADD G		20	2,223.24	0.00	44,464.80
		MSRP: $2, 698.00								
440	228-04433	SQL Server Standard				NON-SPEC/AL				
		Government 1 Year SA Add Prod				Non-Specific				
		Microsoft	LEVEL D	MNT	IEA ADD		6	145.86	0.00	875.16
		MSRP: $177.00								
450	7NQ-00292	SQL Server Standard Core 2 Lic Core Lic				NON-SPEC/AL				
		Government 1 Year SA Add Prod				Non-Specific				
		Microsoft	LEVEL D	MNT	IEA ADD G		24	580.12	0.00	13,922.88
		MSRP: $704.00								
460	6VC-01254	Windows Remote Desktop Services User CAL only				NON-SPEC/AL				
		Government 1 Year SA Add Prod				Non-Specific				
		Microsoft	LEVEL D	MNT	IEA ADD G		500	21.43	0.00	10,715.00
		MSRP: $26.00								
470	9EA-00278	Windows Server DataCenter Core 2 Lic Core Lic				NON-SPEC/AL				
		Government 1 Year SA Add Prod				Non-Specific				
		Microsoft	LEVEL D	MNT	IEA ADD G		240	125.25	0.00	30,060.00
		MSRP: $152.00								
480	9EM-00270	Windows Server Standard Core 2 Lic Core Lic				NON-SPEC/AL				
		Government 1 Year SA Add Prod				Non-Specific				
		Microsoft	LEVEL D	MNT	IEA ADD G		198	18.12	0.00	3,587.76
		MSRP: $22.00								
490	4ZF-00019	VDA per Device				NON-SPEC/AL				
		Government Monthly Subscription Add Prod				Non-Specific				
		Microsoft	LEVEL D	SUB	IEA ADD G		100	92.13	0.00	9,213.00
		MSRP: $111.80								
500	LML-00001	YammerEnt GCC Add On to O365 M365F1E5				NON-SPEC/AL				
		Government Monthly Subscription				Non-Specific				
		Microsoft	LEVEL D	SUB	IEA GOV		2,300	0.00	0.00	0.00
		MSRP: $0.00								
		New Select +								
510	R18-00130	Windows Server User CAL only				NON-SPEC/SL				
		License and 1 Year SA				Non-Specific				
		Microsoft	LEVEL D	LIC&MNT	SELECT+		1,071	16.57	0.00	17,746.47
		MSRP: $20.00								
		Total Excl. Tax								**909,825.79**

Total USD excl. Tax		**2,729,477.37**
Tax		0.00
Total USD incl. Tax		**2,729,477.37**

Thank you for your request for quote.

This offer is non-binding.

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If Customer is required by law to withhold any tax from any amount payable, the amount payable will be increased so that after making all required withholdings,

SoftwareONE receives an amount equal to the amount it would have received had no such withholdings been made.

Payment Terms	30 Days net
Shipping Method	Electronic Software Delivery
Quote valid until	09/30/20

Prices are based on 30 Days net, FOB SoftwareONE. Shipping and Handling and applicable Sales Tax are additional. All products are non-returnable unless otherwise provided for by the Manufacturers Reseller Return Policy.

This Quote, and any attachment is intended only for the person or entity to which it is addressed.