AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Microsoft Enterprise Agreement; Microsoft Licensing, GP; $99,240.54

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: BOCC and Microsoft

Term Begins: 8-1-2014 **Term Ends:** 7/31/2017 **Grant Contract #:**

Summary:
3 year agreement for desktop, office, and server software licensing.

Fiscal Impact: $99,240.54 over 3 year contract

Submitted by: Mike Lee **Submitter's Email Address:** mlee@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Costs included in budget

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 7/22/2014

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 7/22/2014

Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 7/22/2014

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 8/5/2014 Follow Up Agenda Date:

Revised April 2013

From: Williams, Jinny <Jinny.Williams@insight.com>
Sent: Thursday, July 17, 2014 1:28 PM
To: Mike Lee
Cc: Dena Dahl (APAC Customer Services Inc); State of Colorado
Subject: FW: EA Renewal Paperwork, Gunnison County
Attachments: GC ProgramSignForm(MSSign)(NA,LatAm)ExBRA,MLI(ENG)(Oct2013)(CR).docx; GC EA2013EnrGov(US)SLG(ENG)(Oct2013)(CR).docx; GC EA-EASProdSelForm(US)SLG(ENG)(Oct2012)(CR).docx; GC (W29)EAEnrAmend(Ind)(Sub250)(NA)(ENG)(Apr2014)(CR).docx; GC PrevEnrAgrForm(WW)(ENG)(Oct2013)(CR).docx; Gunnison County SA Migration Amendment.doc

Hi Mike, please see attached paperwork and instructions below from our Software Contract Specialist. Please let us know if any questions or anything we can do to help. Thanks!

Please take some time and carefully review the attached.

All of the necessary paperwork is in the attached for the creation of this agreement.

The following areas are places where you will need to sign or provide information, if applicable:

- Signature Page – your company name has already been filled in to match the rest of the documents. Please sign and date. (Microsoft requires an actual signature. A stamp will not be acceptable.)

  - Please keep in mind that the final executed document will have an original Microsoft signature, but a non-original signature for your company. Microsoft will sign the soft copy you submit through Insight, and they will send that back to you.
  - You can scan the Signature Page and send via email along with your PO for the first year to colorado@insight.com cc jinny.williams@insight.com

Please let us know if you have any questions about this.

Thanks!

JINNY WILLIAMS | CLEARadvisor II | Insight | Insight.com
t. 866-805-0012 CLEARadvisor@insight.com

Microsoft Volume Licensing

Enterprise Enrollment
Sub 250 Program
Amendment ID W29

Proposal ID

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

The parties agree that the Enrollment is amended as follows:

1. On the first page of the Enrollment, the following is added after the second paragraph:

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 250 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. Section 2a of the Enrollment titled "Order Requirements", is hereby amended and restated in its entirety with the following:

a. Minimum Order Requirements. Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.

(i) Initial Order. Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.

(ii) If choosing Enterprise Products. If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.

(iii) Additional Products. Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

(iv) Country of Usage. Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

3. Software Assurance renewal.

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	☒

By checking the above box, a new section is added to the Enrollment entitled "Software Assurance addition."

Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program's identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date
Select Plus	8C4CDA1E	12/31/2014

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

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

Microsoft | Volume Licensing

Enterprise Enrollment State and Local

Enterprise Enrollment number *(Microsoft to complete)*		Proposal ID/Framework ID	
Previous Enrollment number *(Reseller to complete)*	7569661	Earliest expiring previous Enrollment end date [1]	7/31/2014

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 dateof 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 includeany 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 thatwere 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, Resellermust 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, Resellermust 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)* Gunnison County
Contact name* First Mike **Last** Lee
Contact email address* mlee@gunnisoncounty.org
Street address* 221 N Wisconsin Ave Suite B

City* Gunnison
State/Province* CO
Postal code* 81230-2433
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* US
Phone* 970-641-1410
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* Insight Direct USA, Inc (61548062)
Street address (PO boxes will not be accepted)* 6820 S Harl Ave
City* Tempe
State/Province* AZ
Postal code* 85283
Country* US
Contact name* Software Contract Support
Phone* 866-466-8990
Contact email address* contractsupport@insight.com
** indicates required fields*

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

Signature*_____

Printed name* Helen Johnson
Printed title* Treasurer
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 Licensing, GP.

Microsoft Volume Licensing

Enterprise and Enterprise Subscription Enrollment Product Selection Form – State and Local

Enrollment Number
Microsoft to complete for initial term
Reseller to complete for renewal

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

☒ **Enterprise Products.** Choose platform option: Custom Platform

Qualified Devices: 140 **Qualified Users:** 140

☐ **Enterprise Online Services**[1]

Step 2. Select the Products and Quantities Enrolled Affiliate is ordering on its initial Enrollment Order. Quantity may not include any Licenses which Enrolled Affiliate has selected for optional future use, or to which it is transitioning or stepping up within enrollment term. Products for which the Enrolled Affiliate has an option to transition or step-up should be listed in Step 3.

Products[2]	Quantity
Office Professional Plus	
Office Pro Plus	140
Office Pro Plus for Office 365	
Office 365 Plans[1]	
Office 365 (Plan E1)	
Office 365 (Plan E2)	
Office 365 (Plan E3)	
Office 365 (Plan E4)	
Client Access License (CAL). Choose 1 Option.	
☒ Core CAL, including Bridge CAL's (if applicable)	
Core CAL	140
Core CAL Bridge for Office 365	
Core CAL Bridge for Windows Intune	
Core CAL Bridge for Office 365 and Windows Intune	
☐ Enterprise CAL (ECAL)	
ECAL	
ECAL Bridge for Office 365	
ECAL Bridge for Windows Intune	
ECAL Bridge for Office 365 and Windows Intune	
The Client Access License selection must be the same across the Enterprise. Specify whether licensing CAL per Device or User: User	
Windows Desktop	
Windows OS Upgrade	140
Windows VDA	
Windows Intone	
Windows Intune	
Windows Intune Add-on[3]	
Other Enterprise Products	
Microsoft Desktop Optimization Pack (MDOP)[4]	140

If selecting Windows Desktop or Windows Intune option, Enrolled Affiliate acknowledges the following:

a. The Windows Desktop Operating System Upgrade licenses offered through this Enrollment are not full licenses. The Enrolled Affiliate and any included Affiliates have qualifying operating system licenses for all devices on which the Windows Desktop Operating System Upgrade or Windows Intune licenses are run.

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

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

Products[2]
☐ Office Pro Plus for Office 365
☐ Office 365 (Plan E1)
☐ Office 365 (Plan E2)
☐ Office 365 (Plan E3)
☐ Office 365 (Plan E4)
☐ Enterprise CAL (ECAL) Step-up, including Bridge CALs
☐ Windows Intune
☐ Windows Intune Add-on[3]

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

Microsoft | Volume Licensing

Previous Enrollment(s)/Agreement(s) Form

Entity Name: Gunnison County
Contract that this form is attached to: Enterprise Enrollment

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) 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

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Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	01E73376

Proposal ID

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>	
Product Selection Form	X20-03622
Enterprise Enrollment Sub250 Amendment	W29 / 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)* Gunnison County **Signature*** _____ **Printed First and Last Name*** Mathew Birnie **Printed Title** County Manager **Signature Date*** 7/29/2014
Tax ID

** indicates required field*

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

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

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

** indicates required field*

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

** indicates required field*

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

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following

address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

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

Gunnison County

July 11, 2014
Microsoft Enterprise Agreement (USD)
Preliminary Pricing-Not Final

Insight enhances your software investment by providing:

* Real Time On-Line Global Reporting
* Dedicated Customer CARE Team
* Custom Electronic Catalog
* License and Contract Tracking
* Licensing Consultant
* Custom Pricing
* Real Time Open Order and Order Status
* Dedicated Account Executives
* Global Account Management

The Pricing is provided by Insight on behalf of Microsoft Corporation. Under Microsoft's current EA 6.0 licensing program, Microsoft establishes all pricing directly with the Customer. Insight is not authorized to make any changes, and Insight assumes no responsibility for Microsoft's pricing. Prior to Microsoft's acceptance of a signed EA 6.0 agreement from Customer, the above Pricing is subject to change without notice. Thereafter, the Pricing is subject to change in accordance with the terms of the EA 6.0 agreement between Microsoft and Customer. All purchase orders should be submitted directly to Microsoft, and Microsoft will invoice the customer directly.

Customer understands and acknowledges that it is obtaining the software Products directly from Microsoft Corporation and that Insight provides no warranty to Customer covering the Products purchased hereunder. All warranties relating to such Products are granted solely by Microsoft Corporation.

Gunnison County

July 11, 2014
State of Colorado WSCA Agreement
Microsoft Enterprise Agreement (USD)
Preliminary Pricing-Not Final

Year 1

MFG Part Number	Product Name	Level	Pool	Price	Qty	Extended Price
Enterprise Products						
W06-01072	CoreCAL ALNG SA MVL Pltfrm UsrCAL	D	Servers	$ 37.45	140	$ 5,243.00
269-12442	OfficeProPlus ALNG SA MVL Pltfrm	D	Applications	$ 86.78	140	$ 12,149.20
CX2-00093	WinEntforSAwMDOP ALNG SA MVL Pltfrm	D	Systems	$ 38.30	140	$ 5,362.00
Additional Products						
FUD-00938	CISDataCtr ALNG SA MVL 2Proc	D	Servers	$ 1,326.41	4	$ 5,305.64
YJD-01077	CISStd ALNG SA MVL 2Proc	D	Servers	$ 105.75	2	$ 211.50
312-02257	ExchgSvrStd ALNG SA MVL	D	Servers	$ 115.38	1	$ 115.38
359-00792	SQLCAL ALNG SA MVL DvcCAL	D	Servers	$ 13.06	50	$ 653.00
228-04433	SQLSvrStd ALNG SA MVL	D	Servers	$ -	1	$ -
7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	D	Servers	$ -	2	$ -
6VC-01254	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	D	Servers	$ 4.14	50	$ 207.00

Annual Total: **$ 29,246.72**

Year 2

MFG Part Number	Product Name	Level	Pool	Price	Qty	Extended Price
Enterprise Products						
W06-01072	CoreCAL ALNG SA MVL Pltfrm UsrCAL	D	Servers	$ 37.45	140	$ 5,243.00
269-12442	OfficeProPlus ALNG SA MVL Pltfrm	D	Applications	$ 86.78	140	$ 12,149.20
CX2-00093	WinEntforSAwMDOP ALNG SA MVL Pltfrm	D	Systems	$ 38.30	140	$ 5,362.00
Additional Products						
FUD-00938	CISDataCtr ALNG SA MVL 2Proc	D	Servers	$ 1,326.41	4	$ 5,305.64
YJD-01077	CISStd ALNG SA MVL 2Proc	D	Servers	$ 657.23	2	$ 1,314.46
312-02257	ExchgSvrStd ALNG SA MVL	D	Servers	$ 115.38	1	$ 115.38
359-00792	SQLCAL ALNG SA MVL DvcCAL	D	Servers	$ 61.31	50	$ 3,065.50
228-04433	SQLSvrStd ALNG SA MVL	D	Servers	$ 85.33	1	$ 85.33
7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	D	Servers	$ 341.13	2	$ 682.26
6VC-01254	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	D	Servers	$ 28.00	50	$ 1,400.00

Annual Total: **$ 34,722.77**

Year 3

MFG Part Number	Product Name	Level	Pool	Price	Qty	Extended Price
Enterprise Products						
W06-01072	CoreCAL ALNG SA MVL Pltfrm UsrCAL	D	Servers	$ 37.45	140	$ 5,243.00
269-12442	OfficeProPlus ALNG SA MVL Pltfrm	D	Applications	$ 86.78	140	$ 12,149.20
CX2-00093	WinEntforSAwMDOP ALNG SA MVL Pltfrm	D	Systems	$ 38.30	140	$ 5,362.00
Additional Products						
FUD-00938	CISDataCtr ALNG SA MVL 2Proc	D	Servers	$ 1,326.41	4	$ 5,305.64
YJD-01077	CISStd ALNG SA MVL 2Proc	D	Servers	$ 657.23	2	$ 1,314.46
312-02257	ExchgSvrStd ALNG SA MVL	D	Servers	$ 115.38	1	$ 115.38
359-00792	SQLCAL ALNG SA MVL DvcCAL	D	Servers	$ 61.31	50	$ 3,065.50
228-04433	SQLSvrStd ALNG SA MVL	D	Servers	$ 146.29	1	$ 146.29
7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	D	Servers	$ 584.79	2	$ 1,169.58
6VC-01254	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	D	Servers	$ 28.00	50	$ 1,400.00

Annual Total: **$ 35,271.05**

Three Year Total: **$ 99,240.54**

Microsoft Volume Licensing

Microsoft Enterprise Enrollment
Amendment

Enrollment number
Microsoft to complete

Amendment ID | CTX- | 000-kfuqua-S-803

ID Number
Microsoft to complete

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 Enrollment identified above ("the Enrollment"). The following terms and conditions amend the terms and conditions of the Enrollment identified above, but only with respect to the Customer identified below and only for purposes of this Enrollment.

1. The parties acknowledge that the reference prices hereunder take into account the purchases of Software Assurance and/or License & Software Assurance Packs, shown in the following table (collectively, the "Credited SA Purchases") which such Credited SA Purchases were made pursuant to one or more other agreements and which will expire as of the dates shown on the table:

Product Description	Quantity	Select Plus PCN/SA Expiration
CISStd ALNG SA MVL 2Proc	2	PCN# 8C4CDA1E/ December 31st, 2014
SQLCAL ALNG SA MVL DvcCAL	50	PCN# 8C4CDA1E/ December 31st, 2014
WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	50	PCN# 8C4CDA1E/ December 31st, 2014

Because the reference prices herein for your initial order for enterprise products and/or additional products take such Credited SA Purchases into account, you agree that no further refund or credit shall be due pursuant to such Credited SA Purchases, and that you shall pay all remaining installment payments (if any) for such Credited SA Purchases pursuant to the agreement(s) under which they were ordered. You agree that you will not transfer the Credited SA Purchases (or the underlying licenses associated with such Credited SA Purchases) to any party during the term of this enrollment.

We will invoice Customer's Reseller in three (3) unequal installments.

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Except for changes made by this amendment, all terms of this Enrollment remain unchanged. By signing below, the parties agree to be bound by the terms of this amendment.

Customer	***Contracting Microsoft Affiliate***
Name of Entity * Gunnison County	**Microsoft Licensing, GP**
Signature *	Signature
Printed Name * Matthew Birnie	Printed Name
Printed Title * County Manager	Printed Title
Signature Date * 7/29/2014	Signature Date (date Microsoft affiliate countersigns)
** indicates required field*	Effective Date (may be different than our signature date)

Please sign this amendment and send to Customer's Reseller or Software Advisor. Customer's Reseller or Software Advisor must submit to the following address. When the amendment is fully signed, Customer will receive a confirming copy.

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

Prepared By: Kim Fuqua, LE