



Amendment No. 1
to
Contract No. NC160000004
For
Microsoft 365
between
SHI Government Solutions, Inc.
and the
City of Austin

- 1.0 The City hereby amends the above-referenced contract to add the Contingency amount approved by City Council on September 17, 2015
- 2.0 The total contract amount is increased by \$1,501,218.20. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 10/01/2015 – 09/30/2018	\$16,093,591.80	\$16,093,591.80
Amendment No. 1: Contingency 05/03/2017	\$1,501,218.20	\$17,594,810.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

Printed Name: JAMES T. HOWARD
Authorized Representative
City of Austin
Purchasing Office



**Financial Service Department
Purchasing Office**
124 W. 8th St., Austin, Texas, 78701

September 24, 2015

SHI Government Solutions, Inc
Tracy Shatto
1301 South MoPac Expressway, Suite 375
Austin, Texas 78746

The Austin City Council approved the execution of a contract with your company for Microsoft Office 365 for all City departments.

Responsible Department:	Communications and Technology Management Department (CTM)
Department Contact Person:	Teri Pennington
Department Contact Email Address:	Teri.Pennington@austintexas.gov
Department Contact Telephone:	(512) 974-7761
Project Name:	Microsoft Office 365
Contractor Name:	SHI Government Solutions, Inc
Contract Number:	MA-5600-NC160000004
Contract Period:	October 1, 2015 through September 30, 2018
Extension Options:	N/A
Dollar Amounts:	Not to Exceed \$16,093,591.80
Agenda Item Number:	59
Council Approval Date:	September 17, 2015

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Shawn M. Willett

Shawn M. Willett
Corporate Purchasing Manager
IT Contract Management and Procurement Team
City of Austin, Purchasing Office

cc: Teri Pennington, CTM

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
And
SHI GOVERNMENT SOLUTIONS, INC. (“Contractor”)
For
MICROSOFT 365**

This Contract is between SHI Government Solutions, Inc. with offices at 1301 South MoPac Expressway, Suite 375, Austin, TX 78746 and the City, a home-rule municipality incorporated by the State of Texas. Solicitation requirements are met by using Contractor’s Department of Information Resources Contract No. DIR-SDD-2503

1.1 This Contract is composed of the following documents:

- 1.1.1 DIR-SDD-2503
- 1.1.2 This Contract
- 1.1.3 Exhibit A, Supplemental Terms
- 1.1.4 Exhibit B, SHI’s Offer
- 1.1.5 Exhibit C, Enterprise Enrollment (however, the parties agree that the Enterprise Enrollment is included for reference and that SHI is not liable for the terms provided by Microsoft)
- 1.1.6 Exhibit D, Non-Discrimination Certification

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 DIR-SDD-2503
- 1.2.2 This Contract
- 1.2.3 Exhibit A
- 1.2.4 Exhibit B

1.3 Quantity. Quantity of goods or services as described in Exhibit B.

1.4 Term of Contract. The Contract will be in effect on the date executed by the City (Effective Date) and shall remain in effect for thirty-six (36) months or the City terminates the Contract.

1.5 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$16,093,591.80, including all fees and expenses.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

SHI GOVERNMENT SOLUTIONS, INC.

Cassie Skelton

Printed Name of Authorized Person



Signature

Contract Specialist

Title:

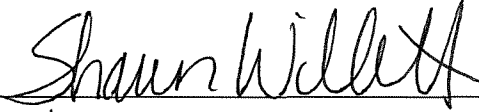
9/18/15

Date:

CITY OF AUSTIN

Shawn Willett

Printed Name of Authorized Person



Signature

Corp. Purchasing Manager

Title:

9-24-15

Date:

Exhibit Listing

Exhibit A	Supplemental Terms
Exhibit B	SHI's Offer
Exhibit C	Enterprise Enrollment
Exhibit D	Non Discrimination Certification

Exhibit A
Supplemental Terms

1. **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Tracy Shatto, Phone: 512-497-2048, Email: Tracy_Shatto@shi.com. The City's Contract Manager for the engagement shall be Teri Pennington; Phone: 512-974-7761, Email: Teri.Pennington@austintexas.gov.

2. **Invoices.**

Invoices shall be mailed to the below address:

	City of Austin
Department	Communication Technology Management or (CTM)
Attn:	Accounts Payable
Address:	PO Box 1088
City, State, Zip Code	Austin, TX 78767

3. **Travel Expenses:** All travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

4. **Equal Opportunity**

4.1.1 **Equal Employment Opportunity:** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit D. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

4.1.2 **Americans With Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5. **Right To Audit**

5.1.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examines, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the

Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

5.1.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

6. Monthly Reporting

Monthly reporting, that includes the following data for each order, will be submitted to City of Austin email address ctmmsr@austintexas.gov.

Employee Name (End User)

Employee Department

Item #

Dollar Amount

7. Orders

SHI will only accept orders under this Contract from the following City of Austin email address:

ctmmsr@austintexas.gov

Exhibit B
SHI's Offer



Pricing Proposal
Quotation #: 10276489
Created On: Sep-14-2015
Valid Until: Sep-30-2015

City of Austin TX

Teri Pennington
Phone: (512) 974-7761
Fax:
Email: teri.pennington@ci.austin.tx.us

Inside Account Manager

Richard Lettiere
1301 S. Mo-Pac Expressway, Suite
375, Austin TX, 78748
Phone: 800-870-6079
Fax: 512-732-0232
Email: Richard_Lettiere@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Retail	Your Price	Total
1	CoreCALBridgeQ385 ALNG SA MVL Pltfm UsrCAL Microsoft - Part#: U3J-00004 Coverage Term: Oct-01-2015 – Sep-30-2016	13544	\$16.00	\$13.20	\$178,780.80
2	Prjct ALNG SA MVL Microsoft - Part#: 076-01912 Coverage Term: Oct-01-2015 – Sep-30-2016	100	\$129.00	\$106.20	\$10,620.00
3	PrjctPro ALNG SA MVL w1PrjctSvrCAL Microsoft - Part#: H30-00238 Coverage Term: Oct-01-2015 – Sep-30-2016	892	\$214.00	\$176.10	\$157,081.20
4	VisioPro ALNG SA MVL Microsoft - Part#: D87-01159 Coverage Term: Oct-01-2015 – Sep-30-2016	1482	\$110.00	\$90.50	\$134,121.00
5	VisioStd ALNG SA MVL Microsoft - Part#: D86-01253 Coverage Term: Oct-01-2015 – Sep-30-2016	36	\$57.00	\$46.90	\$1,688.40
6	VSPremwMSDN ALNG SA MVL Microsoft - Part#: 9ED-00073 Coverage Term: Oct-01-2015 – Sep-30-2016	25	\$1,030.00	\$847.20	\$21,180.00
7	VSProwMSDN ALNG SA MVL Microsoft - Part#: 77D-00111 Coverage Term: Oct-01-2015 – Sep-30-2016	14	\$369.00	\$303.60	\$4,250.40
8	VSUltwMSDN ALNG SA MVL Microsoft - Part#: 9JD-00053 Coverage Term: Oct-01-2015 – Sep-30-2016	12	\$1,030.00	\$847.20	\$10,166.40
9	ExchgSvrEnt ALNG SA MVL Microsoft - Part#: 395-02504 Coverage Term: Oct-01-2015 – Sep-30-2016	31	\$795.00	\$653.90	\$20,270.90

10	ExchgSvrStd ALNG SA MVL Microsoft - Part#: 312-02257 Coverage Term: Oct-01-2015 – Sep-30-2016	8	\$139.00	\$114.40	\$915.20
11	PrjctSvr ALNG SA MVL Microsoft - Part#: H22-00475 Coverage Term: Oct-01-2015 – Sep-30-2016	13	\$1,112.00	\$914.70	\$11,891.10
12	PrjctSvrCAL ALNG SA MVL UsrCAL Microsoft - Part#: H21-00591 Coverage Term: Oct-01-2015 – Sep-30-2016	262	\$39.00	\$32.10	\$8,410.20
13	SfBSvr ALNG SA MVL Microsoft - Part#: 5HU-00216 Coverage Term: Oct-01-2015 – Sep-30-2016	1	\$716.00	\$569.00	\$569.00
14	SharePointSvr ALNG SA MVL Microsoft - Part#: H04-00268 Coverage Term: Oct-01-2015 – Sep-30-2016	23	\$1,334.00	\$1,097.30	\$25,237.90
15	SQLCAL ALNG SA MVL UsrCAL Microsoft - Part#: 359-00961 Coverage Term: Oct-01-2015 – Sep-30-2016	357	\$41.00	\$33.80	\$12,066.60
16	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7JQ-00343 Coverage Term: Oct-01-2015 – Sep-30-2016	550	\$2,688.00	\$2,219.20	\$1,220,560.00
17	SQLSvrStd ALNG SA MVL Microsoft - Part#: 228-04433 Coverage Term: Oct-01-2015 – Sep-30-2016	22	\$176.00	\$144.80	\$3,185.60
18	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00292 Coverage Term: Oct-01-2015 – Sep-30-2016	167	\$704.00	\$579.10	\$96,709.70
19	SysCtrStd ALNG SA MVL 2Proc Microsoft - Part#: T9L-00223 Coverage Term: Oct-01-2015 – Sep-30-2016	11	\$174.00	\$143.20	\$1,575.20
20	WinRmtDsktpSrvcCAL ALNG SA MVL UsrCAL Microsoft - Part#: 6VC-01254 Coverage Term: Oct-01-2015 – Sep-30-2016	1600	\$23.00	\$19.00	\$30,400.00
21	WinSvrDataCtr ALNG SA MVL 2Proc Microsoft - Part#: P71-07262 Coverage Term: Oct-01-2015 – Sep-30-2016	150	\$1,209.00	\$994.50	\$149,175.00
22	WinSvrStd ALNG SA MVL 2Proc Microsoft - Part#: P73-05898 Coverage Term: Oct-01-2015 – Sep-30-2016	140	\$174.00	\$143.20	\$20,048.00
23	O365GovE4fromSA ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 7R4-00001 Coverage Term: Oct-01-2015 – Sep-30-2016	13544	\$219.00	\$180.00	\$2,437,920.00
24	WinEntSAPerUsrFromSAUSLw/MDOP ALNG SubsVL MVL Pltfm PerUsr	13544	\$63.00	\$51.60	\$698,870.40

Microsoft - Part#: 7F2-00013
Coverage Term: Oct-01-2015 – Sep-30-2016

25	ProjOnlnGov ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 4YT-00001 Coverage Term: Oct-01-2015 – Sep-30-2016	20	\$351.00	\$289.20	\$5,784.00
26	ExchgOnlnKioskGov ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3PS-00001 Coverage Term: Oct-01-2015 – Sep-30-2016	2799	\$24.00	\$19.20	\$53,740.80
27	O365GovK1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3KS-00001 Coverage Term: Oct-01-2015 – Sep-30-2016	30	\$38.00	\$31.20	\$936.00
28	ShrPntOnlnP1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: TVA-00020 Coverage Term: Oct-01-2015 – Sep-30-2016	110	\$54.00	\$45.60	\$5,016.00
29	Year 1 Payment - \$5,321,189.80 Microsoft - Part#: Coverage Term: Oct-01-2015 – Sep-30-2016	1	\$0.00	\$0.00	\$0.00
30	CoreCALBridgeO365 ALNG SA MVL Pltfrm UsrCAL Microsoft - Part#: U3J-00004 Coverage Term: Oct-01-2016 – Sep-30-2017	13544	\$16.00	\$13.20	\$178,780.80
31	PrjctALNG SA MVL Microsoft - Part#: 076-01912 Coverage Term: Oct-01-2016 – Sep-30-2017	100	\$129.00	\$106.20	\$10,620.00
32	PrjctPro ALNG SA MVL w1PrjctSvrCAL Microsoft - Part#: H30-00238 Coverage Term: Oct-01-2016 – Sep-30-2017	892	\$214.00	\$176.10	\$157,081.20
33	VisioPro ALNG SA MVL Microsoft - Part#: D87-01159 Coverage Term: Oct-01-2016 – Sep-30-2017	1482	\$110.00	\$90.50	\$134,121.00
34	VisioStd ALNG SA MVL Microsoft - Part#: D86-01253 Coverage Term: Oct-01-2016 – Sep-30-2017	36	\$57.00	\$46.90	\$1,688.40
35	VSPremwMSDN ALNG SA MVL Microsoft - Part#: 9ED-00073 Coverage Term: Oct-01-2016 – Sep-30-2017	25	\$1,030.00	\$847.20	\$21,180.00
36	VSProwMSDN ALNG SA MVL Microsoft - Part#: 77D-00111 Coverage Term: Oct-01-2016 – Sep-30-2017	14	\$368.00	\$303.60	\$4,250.40
37	VSUltwMSDN ALNG SA MVL Microsoft - Part#: 9JD-00053 Coverage Term: Oct-01-2016 – Sep-30-2017	12	\$1,030.00	\$847.20	\$10,166.40
38	ExchgSvrEnt ALNG SA MVL Microsoft - Part#: 395-02504 Coverage Term: Oct-01-2016 – Sep-30-2017	31	\$795.00	\$653.90	\$20,270.90

39	ExchgSvrStd ALNG SA MVL Microsoft - Part#: 312-02257 Coverage Term: Oct-01-2016 – Sep-30-2017	8	\$139.00	\$114.40	\$915.20
40	PrjctSvr ALNG SA MVL Microsoft - Part#: H22-00475 Coverage Term: Oct-01-2016 – Sep-30-2017	13	\$1,112.00	\$914.70	\$11,891.10
41	PrjctSvrCAL ALNG SA MVL UsrCAL Microsoft - Part#: H21-00591 Coverage Term: Oct-01-2016 – Sep-30-2017	262	\$39.00	\$32.10	\$8,410.20
42	SfBSvr ALNG SA MVL Microsoft - Part#: 5HU-00216 Coverage Term: Oct-01-2016 – Sep-30-2017	1	\$716.00	\$589.00	\$589.00
43	SharePointSvr ALNG SA MVL Microsoft - Part#: H04-00268 Coverage Term: Oct-01-2016 – Sep-30-2017	23	\$1,334.00	\$1,087.30	\$25,237.90
44	SQLCAL ALNG SA MVL UsrCAL Microsoft - Part#: 359-00961 Coverage Term: Oct-01-2016 – Sep-30-2017	357	\$41.00	\$33.80	\$12,066.60
45	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7JQ-00343 Coverage Term: Oct-01-2016 – Sep-30-2017	550	\$2,898.00	\$2,219.20	\$1,220,560.00
46	SQLSvrStd ALNG SA MVL Microsoft - Part#: 228-04433 Coverage Term: Oct-01-2016 – Sep-30-2017	22	\$176.00	\$144.80	\$3,185.60
47	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00292 Coverage Term: Oct-01-2016 – Sep-30-2017	167	\$704.00	\$579.10	\$96,709.70
48	SysCtrStd ALNG SA MVL 2Proc Microsoft - Part#: T9L-00223 Coverage Term: Oct-01-2016 – Sep-30-2017	11	\$174.00	\$143.20	\$1,575.20
49	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL Microsoft - Part#: 6VC-01254 Coverage Term: Oct-01-2016 – Sep-30-2017	1600	\$23.00	\$19.00	\$30,400.00
50	WinSvrDataCtr ALNG SA MVL 2Proc Microsoft - Part#: P71-07282 Coverage Term: Oct-01-2016 – Sep-30-2017	150	\$1,209.00	\$994.50	\$149,175.00
51	WinSvrStd ALNG SA MVL 2Proc Microsoft - Part#: P73-05898 Coverage Term: Oct-01-2016 – Sep-30-2017	140	\$174.00	\$143.20	\$20,048.00
52	O365GovE4fromSA ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 7R4-00001 Coverage Term: Oct-01-2016 – Sep-30-2017	13544	\$219.00	\$180.00	\$2,437,920.00
53	WinEntSAPerUsrFromSAUSLwMDOP ALNG SubsVL MVL Pltfrm	13544	\$63.00	\$51.60	\$698,870.40

PerUsr Microsoft - Part#: 7F2-00013 Coverage Term: Oct-01-2016 – Sep-30-2017					
54	ProjOnlnGov ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 4YT-00001 Coverage Term: Oct-01-2016 – Sep-30-2017	20	\$351.00	\$289.20	\$5,784.00
55	ExchgOnlnKioskGov ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3PS-00001 Coverage Term: Oct-01-2016 – Sep-30-2017	2799	\$24.00	\$19.20	\$53,740.80
56	O365GovK1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3KS-00001 Coverage Term: Oct-01-2016 – Sep-30-2017	30	\$38.00	\$31.20	\$936.00
57	ShrPntOnlnP1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: TVA-00020 Coverage Term: Oct-01-2016 – Sep-30-2017	110	\$54.00	\$45.80	\$5,016.00
58	Year 2 Payment - \$5,321,189.80 Microsoft - Part#: Coverage Term: Oct-01-2016 – Sep-30-2017	1	\$0.00	\$0.00	\$0.00
59	Prjct ALNG SA MVL Microsoft - Part#: 076-01912 Coverage Term: Oct-01-2017 – Sep-30-2018	100	\$129.00	\$106.20	\$10,620.00
60	PrjctPro ALNG SA MVL w1PrjctSvrCAL Microsoft - Part#: H30-00238 Coverage Term: Oct-01-2017 – Sep-30-2018	892	\$214.00	\$176.10	\$157,081.20
61	VisioPro ALNG SA MVL Microsoft - Part#: D87-01159 Coverage Term: Oct-01-2017 – Sep-30-2018	1482	\$110.00	\$90.50	\$134,121.00
62	VisioStd ALNG SA MVL Microsoft - Part#: D86-01253 Coverage Term: Oct-01-2017 – Sep-30-2018	36	\$57.00	\$46.90	\$1,688.40
63	VSPremwMSDN ALNG SA MVL Microsoft - Part#: 9ED-00073 Coverage Term: Oct-01-2017 – Sep-30-2018	25	\$1,030.00	\$847.20	\$21,180.00
64	VSProwMSDN ALNG SA MVL Microsoft - Part#: 77D-00111 Coverage Term: Oct-01-2017 – Sep-30-2018	14	\$369.00	\$303.60	\$4,260.40
65	VSUltwMSDN ALNG SA MVL Microsoft - Part#: 9JD-00053 Coverage Term: Oct-01-2017 – Sep-30-2018	12	\$1,030.00	\$847.20	\$10,166.40
66	ExchgSvrEnt ALNG SA MVL Microsoft - Part#: 395-02504 Coverage Term: Oct-01-2017 – Sep-30-2018	31	\$795.00	\$653.90	\$20,270.90
67	ExchgSvrStd ALNG SA MVL Microsoft - Part#: 312-02257	8	\$139.00	\$114.40	\$915.20

Coverage Term: Oct-01-2017 – Sep-30-2018					
68	PrjctSvr ALNG SA MVL Microsoft - Part#: H22-00475 Coverage Term: Oct-01-2017 – Sep-30-2018	13	\$1,112.00	\$914.70	\$11,891.10
69	PrjctSvrCAL ALNG SA MVL UsrCAL Microsoft - Part#: H21-00591 Coverage Term: Oct-01-2017 – Sep-30-2018	262	\$39.00	\$32.10	\$8,410.20
70	SfBSvr ALNG SA MVL Microsoft - Part#: 5HU-00216 Coverage Term: Oct-01-2017 – Sep-30-2018	1	\$716.00	\$589.00	\$589.00
71	SharePointSvr ALNG SA MVL Microsoft - Part#: H04-00268 Coverage Term: Oct-01-2017 – Sep-30-2018	23	\$1,334.00	\$1,097.30	\$25,237.90
72	SQLCAL ALNG SA MVL UsrCAL Microsoft - Part#: 359-00961 Coverage Term: Oct-01-2017 – Sep-30-2018	357	\$41.00	\$33.80	\$12,066.60
73	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7JQ-00343 Coverage Term: Oct-01-2017 – Sep-30-2018	550	\$2,698.00	\$2,219.20	\$1,220,560.00
74	SQLSvrStd ALNG SA MVL Microsoft - Part#: 228-04433 Coverage Term: Oct-01-2017 – Sep-30-2018	22	\$176.00	\$144.80	\$3,185.60
75	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00292 Coverage Term: Oct-01-2017 – Sep-30-2018	167	\$704.00	\$579.10	\$96,709.70
76	SysCtrStd ALNG SA MVL 2Proc Microsoft - Part#: T9L-00223 Coverage Term: Oct-01-2017 – Sep-30-2018	11	\$174.00	\$143.20	\$1,575.20
77	WinRmtDsktpSrvcCAL ALNG SA MVL UsrCAL Microsoft - Part#: 6VC-01254 Coverage Term: Oct-01-2017 – Sep-30-2018	1600	\$23.00	\$19.00	\$30,400.00
78	WinSvrDataCtr ALNG SA MVL 2Proc Microsoft - Part#: P71-07282 Coverage Term: Oct-01-2017 – Sep-30-2018	150	\$1,209.00	\$994.50	\$149,175.00
79	WinSvrStd ALNG SA MVL 2Proc Microsoft - Part#: P73-05898 Coverage Term: Oct-01-2017 – Sep-30-2018	140	\$174.00	\$143.20	\$20,048.00
80	EntCloudSuiteGovFromSA ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11984 Coverage Term: Oct-01-2017 – Sep-30-2018	13544	\$285.00	\$234.00	\$3,169,296.00
81	DsktpOptmztnPkforSA ALNG SubsVL MVL PerDvc forWinSA Microsoft - Part#: WSB-00068 Coverage Term: Oct-01-2017 – Sep-30-2018	13544	\$8.00	\$6.00	\$81,264.00

82	ProjOnlnGov ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 4YT-00001 Coverage Term: Oct-01-2017 – Sep-30-2018	20	\$351.00	\$289.20	\$5,784.00
83	EntVoiceAddOntoECS ShrdSvr ALNG SubsVL MVL Promo AddOn toEntCloudSte Microsoft - Part#: FT5-00004 Coverage Term: Oct-01-2017 – Sep-30-2018	13544	\$18.00	\$14.40	\$195,033.60
84	ExchgOnlnKioskGov ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3PS-00001 Coverage Term: Oct-01-2017 – Sep-30-2018	2799	\$24.00	\$19.20	\$53,740.80
85	O365GovK1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3KS-00001 Coverage Term: Oct-01-2017 – Sep-30-2018	30	\$38.00	\$31.20	\$936.00
86	ShrPntOnlnP1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: TVA-00020 Coverage Term: Oct-01-2017 – Sep-30-2018	110	\$54.00	\$45.60	\$5,016.00
87	Year 3 Payment - \$5,451,212.20 Microsoft - Part#: Coverage Term: Oct-01-2017 – Sep-30-2018	1	\$0.00	\$0.00	\$0.00
				Subtotal	\$16,093,591.80
				Shipping	\$0.00
				Total	\$16,093,591.80

Additional Comments

Thank you for choosing SHI Government Solutions.

The Products and Services above are available from SHI Government Solutions via DIR Contract # DIR-SDD-2503

Good afternoon. Here is the price quote you requested.



Please provide end-user contact information (first name, last name, and email address) for all orders. Not including this information may result in a delay in order processing.

Also, please include SHI quote number on your PO. Please contact me if you have any questions.

Thank You for choosing SHI-GS! To ensure the best level of service, please provide End User Name, Phone Number, and E-Mail Address when submitting a Purchase Order. For any additional information including Hardware and Software Contract Numbers, please contact an SHI-GS Sales Representative at 800-870-6079.

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

Exhibit C Enterprise Enrollment

	
Enterprise Enrollment	State and Local
Enterprise Enrollment number <i>(Microsoft to complete)</i>	Proposal ID/Framework ID
Previous Enrollment number <i>(Reseller to complete)</i>	Earliest expiring previous Enrollment end date
8279236	9/30/15

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. 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. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. If the Enrollment is renewed, the renewal term will expire 36 full calendar months after the effective date of the renewal term. Any reference in this Enrollment to "day" will be a calendar day.

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

Terms and Conditions

1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

"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. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Use Rights. The Use Rights for Online Services are published in the Online Services Terms.

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 and/or all Qualified Devices in any Product pool an Enterprise Product is ordered in. Enrolled Affiliate may elect to mix Enterprise Products and the corresponding Enterprise Online Services within a Product pool as long as all devices not covered by an Enterprise Product are only used by users covered with a per user license.
 - (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. **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.** 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 List or (2) included as part of other Licenses.
- f. **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 List, Enrolled Affiliate may 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 to the month in which they were reserved.

(iv) **Transitions.** Enrolled Affiliate must report all Transitions. Transitions may result in an increase in certain Licenses to be included on the true-up order and a reduction of other Licenses for prior orders. Reductions in Licenses will be effective at end of the Transition Period. For Licenses paid up front, Microsoft will issue a credit for the remaining months of Software Assurance or Subscription Licenses that were reduced as part of the Transition.

(v) **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 List, as follows:

- a) 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.
- b) 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.
- c) 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.

(vi) **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: (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.

(vii) **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.

(viii) **Late true-up order.** If the true-up order or update statement 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).

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.
- i. **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. 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. Price levels and Microsoft's prices for Resellers are reestablished at the beginning of the renewal term. However, if Enrolled Affiliate qualifies for a different price level during the applicable initial or renewal term, Microsoft may at its discretion 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 Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring L&SA.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product List, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Reseller must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Reseller must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.

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

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

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

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

For Subscription Licenses, in the event of a breach by Microsoft, Microsoft will issue Reseller a credit for any amount paid in advance that would apply after the date of termination.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. 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: Include 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 Austin
Contact name* First Ten Last Pennington
Contact email address* Ten.Pennington@austintexas.gov
Street address* 1124 South IH-35, Suite 300
City* Austin

State/Province* TX
Postal code* 78704-2614
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* USA
Phone* 512.974.7761
Tax ID [REDACTED]
* 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 [REDACTED] Last [REDACTED]
Contact email address* [REDACTED]
Street address* [REDACTED]
City* [REDACTED]
State/Province* [REDACTED]
Postal code* [REDACTED]
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* [REDACTED]
Phone* [REDACTED]

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 [REDACTED] Last [REDACTED]
Contact email address* [REDACTED]
Phone* [REDACTED]

☐ 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* SHI International Corp
Street address (PO boxes will not be accepted)* 290 Davidson Ave
City* Somerset
State/Province* NJ
Postal code* 08873
Country* USA
Contact name* [REDACTED]
Phone* 888 764 8888
Contact email address* [REDACTED]
* indicates required fields

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

Signature* _____ Printed name* _____ Printed title* _____ 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? ☐ 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.

Amendment to Contract Documents

Enrollment Number
Microsoft to Complete

000-fmulkey-s-281

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.

Enterprise Enrollment Multi-Tenant Enrollment Amendment M130

1. Definitions.

- a. "Tenant" means the environment established by Microsoft on its multi-tenant servers from which Online Services are hosted for Enrolled Affiliate's Enterprise. More information about Tenants may be found in the applicable Services Descriptions posted to the following or a successor site Microsoft identifies: <http://technet.microsoft.com/en-us/library/jj819284.aspx> and included below in Section "Technical considerations for multi-Tenant deployment".
- b. "Tenant Administrator" means any licensed user of a Tenant that has their role set to "Global Administrator" in their profile settings in the Tenant User Administration page of the tenant portal. A Tenant can have multiple users configured as "Global Administrator" and in this case there is no differentiation of technical capabilities between them, they are each Tenant Administrators for that Tenant and can perform their technical functions unilaterally. The login credentials must be unique across the entire global system for each user, including but not limited to, users that are configured as Tenant Administrators.

2. Tenant Enrollment terms.

- a. Customer Data in each Tenant is logically isolated from Customer Data in other Tenants, and each Tenant is managed separately by Tenant Administrator(s) using entirely different login credentials. Two Tenants may not share Tenant Administrator(s) with the same login credentials or share data objects such as address lists or SharePoint Online sites.

To enable multiple Tenants for Online Services Plans, as identified in the Product List, Enrolled Affiliate can request assignment of an enrollment number ("Tenant Enrollment") for each Affiliate or subset of Affiliates included in its Enterprise that require separate Tenants ("Tenant Affiliate"). Tenant Enrollments may only be established for Affiliates included in the Enrolled Affiliate's Enterprise in the "Enrolled Affiliate's Enterprise" section of the Enrollment.

To facilitate Tenant Enrollments for Tenant Affiliates, the parties agree that an enrollment number will be assigned for each Tenant Affiliate listed in the table in Appendix A to this amendment. Enrolled Affiliate hereby accepts the terms and conditions of the Lead Enrollment on behalf of each Tenant Affiliate. Enrolled Affiliates represents and warrants that it has the right, power, and authority to accept on behalf of Tenant Affiliate.

- b. Notwithstanding that the Tenant Affiliates listed in the table in Appendix A will appear as Enrolled Affiliates in Microsoft's Volume Licensing Servicing Center ("VLSC"), Enrolled Affiliate acknowledges and agrees that it is the sole Enrolled Affiliate, and sole Licensee, with respect to each Tenant Enrollment, and Enrolled Affiliate will be solely responsible for

each Tenant Enrollment's compliance with the terms and conditions of the Lead Enrollment and the associated Enterprise Agreement.

- c. Price level under each Tenant Enrollment will be the same level that is reflected on the Product Selection Form and is based upon the aggregate of License and Software Assurance quantity of the Lead Enrollment and each Tenant Enrollment as described in the Product Selection Form or as described in other agreement documents.
- d. The effective date, term, anniversary dates and payment dates for each Tenant Enrollment shall coincide with the Lead Enrollment identified above.
- e. All Product Licenses that are not covered in the scope of the Online Services must be purchased under the Lead Enrollment, including Enterprise Products and Additional Products.
- f. Enrolled Affiliate must submit an annual true up order for each Tenant Enrollment per the terms of the Lead Enrollment and must comply with the requirements set forth in the Lead Enrollment under the Section titled "Order Requirements", with the exception of the initial order requiring a minimum of 250 Licenses for each Tenant Enrollment and (if applicable) the submission of an Update Statement under each Tenant Enrollment. The initial order and all subsequent orders will be submitted separately for each respective Tenant Enrollment. For any included Affiliate that remains licensed with on-premise Licenses and does not require a separate Tenant Enrollment, orders must be placed under the Lead Enrollment.
- g. If the Enrolled Affiliate is Transitioning Licenses (as contemplated in the Lead Enrollment), Licenses from which the Enrolled Affiliate is Transitioning will be reduced from the Lead Enrollment identified above and the Licenses to which the Enrolled Affiliate is Transitioning will be ordered under the specific Tenant Enrollment(s).
- h. Due to technical considerations for multi-tenant deployment, described below, Licenses may not be reassigned between the Tenant Affiliates.
- i. Each Tenant Enrollment may be managed separately in VLSC (or a successor site) by the individuals whose names and contact information are identified in Appendix A, or by other individuals to whom each Tenant Affiliate may delegate such management responsibilities, to the same extent as if such Tenant Affiliate had enrolled separately as an Enrolled Affiliate under the Enterprise Agreement pursuant to its own Enrollment.
- j. Enrolled Affiliate acknowledges and agrees that free media (e.g., CD/DVD-ROM) kits will not be shipped to each Tenant Affiliate during the initial term or any renewal term of a Tenant Enrollment. If electing physical media, this may only be elected by the Enrolled Affiliate for the Lead Enrollment.
- k. Enrollment acceptance and order reminders will be sent to contact(s) identified on the Lead Enrollment only.

3. Technical considerations for multi-Tenant deployment.

Each Tenant Affiliate will be assigned a separate Tenant, provided that it complies with the terms and conditions of this amendment. Each Tenant will require Tenant Administrator(s) with unique login credentials, and each Tenant Affiliate will manage its Tenant separately in the administrator console. This will permit and require each Tenant Affiliate to be managed and operated independently of the other. Due to the independent nature of each Affiliate Tenant from the other, there will be a number of technical boundaries associated with managing or using the tenants together, including but not limited to those in the following list:

- a. No ability to provide consolidated administrative reporting or control across Tenants.
- b. No automated ability to move users between Tenants. For example, if a user moves from one affiliate to another, this will require Tenant Administrators to manually create new User accounts, download mail to PST files and import, and delete old user.
- c. No consolidated Global Address List for all Tenants.

- d. No ability for a single individual with the same Tenant Administrator login credentials to manage more than one Tenant. However it is possible for a single person to have unique login credentials for each tenant as long as they track their own login credentials.
- e. No ability to share domain names across Tenants.
- f. No ability to share SIP domains; each Tenant will have a separate Skype for Business Online SIP domain.
- g. Separate Licenses required if users in one Tenant need to access SharePoint Online in another Tenant.
- h. No master SharePoint content index combining all Tenants; each Tenant's index will be restricted to that Tenant.
- i. Additional on premise configuration required for directory synchronization; some scenarios may not be possible. Affiliate is advised to consult with technical specialists prior to signing this Amendment to determine if their proposed configuration will work.

4. Common Enrollment information for Tenant Enrollment based upon Enrollment.

The following information will be applied to all Tenant Enrollments based upon the information provided in the Lead Enrollment, as well as any change requested to such information. Changes to individual Tenant Enrollments for these details will not be allowed.

- a. Primary Contact. For purposes of delineating enrollments, Tenant Enrollments will be delineated uniquely in the enrollment details to be displayed on VLSC with the following format "Tenant-Lead Enrollment number-Tenant Affiliate Entity Name". This entity name must be provided in Appendix A for this Amendment under Tenant Affiliate Entity Name. The individual contact identified as Primary contact will be the same individual with the same physical address across all Tenant Enrollments as identified on the Lead Enrollment.
- b. Notices Contact and Online Administrator
- c. Microsoft Account Manager
- d. Media Delivery Address
- e. Billing contact and Software Advisor/Reseller information
- f. Financing and Tax Elections as provided in the Lead Enrollment

5. Online Services Manager.

For each Tenant Enrollment, a unique Online Services Manager must be provided in Appendix A. This contact is authorized to (1) manage the Online Services ordered under the Enrollment and (2) reserve Licenses for eligible Online Services, including adding or reassigning Licenses, stepping-up, and initiating Transitions prior to a true-up order.

Appendix A

Prior Tenant Enrollment number (if renewal)	Tenant Enrollment Number (Microsoft to Complete)	Profile ID	Purchase Order Number	Tenant Affiliate Entity Name	Online Services Manager Contact Details
		City of Austin-Tenant 3		COA-EOL	<p>Contact name: First: Jacque Last: Driskell Contact email address: Jacque.Driskell@austintexas.gov Street address: 505 Barton Springs Rd City: Austin State/Province: TX Postal code: 78704- (For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx) Country: USA Phone: 512-974-9743 Fax: NA Is this contact is a third party (not Enrolled Affiliate)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Warning: This contact receives personally identifiable information of the Customer and its Affiliates.</p>
					<p>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: Fax: Is this contact is a third party (not Enrolled Affiliate)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Warning: This contact receives personally identifiable information of the Customer and its Affiliates.</p>

Prior Tenant Enrollment number (if renewal)	Tenant Enrollment Number (Microsoft to Complete)	Profile ID	Purchase Order Number	Tenant Affiliate Entity Name	Online Services Manager Contact Details
					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: Fax: Is this contact is a third party (not Enrolled Affiliate)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
					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: Fax: Is this contact is a third party (not Enrolled Affiliate)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

Prior Tenant Enrollment number (if renewal)	Tenant Enrollment Number (Microsoft to Complete)	Profile ID	Purchase Order Number	Tenant Affiliate Entity Name	Online Services Manager Contact Details
					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: Fax: Is this contact is a third party (not Enrolled Affiliate)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
					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: Fax: Is this contact is a third party (not Enrolled Affiliate)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

Enterprise Enrollment (Indirect)

US Government Community Cloud

Amendment ID M306

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

The parties agree that the Enrollment is amended as follows:

1. Section 1 ("Definitions") of the Enrollment is hereby amended by adding the following:

"Azure Government Services" means one or more of the services or features Microsoft makes available to Enrolled Affiliate under this Enrollment and identified at <http://azure.microsoft.com/en-us/regions/#services>, which are Government Community Cloud Services.

"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.

"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 List.

"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. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Use Rights. The Use Rights for Online Services are published in the Online Services Terms.

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

2. The following sentence is added to the end of Section 8(d) of the Enrollment ("Termination for cause"):

In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise fails to meet and maintain the conditions of membership in the definition of Community.

3. The following new Section 7 is hereby added to the Enrollment:

7. 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 and this Amendment.
- 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.
- e. Notwithstanding the Data Processing Terms section of the Online Services Terms, Azure Government Services are not subject to the same control standards and frameworks as the Microsoft Azure Core Services. The Microsoft Azure Trust Center describes the control standards and frameworks with which Azure Government Services comply.

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

EAEnrAmend,Indirect,USGovCloud,US,ENG,Apr2015	M306	B
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Enterprise Enrollment (Indirect) Invoice for Quoted Price Amendment ID M97

Notwithstanding anything to the contrary or in addition to any terms in the Enrollment, the Enrollment is hereby amended to add the following paragraph:

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 Online Services subscriptions for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

EnrAmend,Ind,InvoiceforQuotedPrice,WW,ENG,June2015	M97	B
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Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

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

Enterprise Enrollment Amendment ID CTM

000-fmulkey-s-281

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

Provided this Enrollment is renewed on or before October 1, 2015, the parties agree that the Enrollment is amended by adding the following new section titled "SQL Processor to Core Transition":

SQL Processor to Core Transition. Upon the expiration of Software Assurance ("SA") on SQL processor licenses acquired prior to April 1, 2015, Enrolled Affiliate is entitled to renew with SA for the number of SQL Server cores underlying the physical processor licensed with SQL, provided Enrolled Affiliate takes and maintains an inventory report reflecting its core densities prior to expiration. For SQL processor licenses acquired on or after April 1, 2015, Enrolled Affiliate is entitled to renew up to six SQL Server cores underlying the physical processor.

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

Except for changes made by this Amendment, the Enrollment 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 identified above, this Amendment shall control.

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

Microsoft | Volume Licensing

Discount Transparency Disclosure Form

Program: Enterprise 6
 Enrollment Number: Renewal
 Quote Number: 370415.004
 Reseller Name: SHI International Corp.
 Reseller Address: 290 Davidson Ave
 Somerset, NJ, United States, 08873

Discount Details

Enrolled Affiliate will order the Products identified in the table below. The List Price is the Estimated Retail Price (ERP) per unit for such Products. Resellers pay a net price per unit that is lower than ERP. For this Enrollment, Microsoft provided Enrolled Affiliate's Reseller an additional discount off the Reseller's net price, and that additional discount is shown in the Discount column in the table below. The discount would be lower if it were a percentage of ERP because ERP is higher than net price. Reseller may receive other or additional compensation from Microsoft (e.g., incentives or rebates). Enrolled Affiliate's actual price will be established by a separate agreement between Enrolled Affiliate and its Reseller.

For Ordered Products

Currency	Total Aggregated ERP Price	Aggregated % Discount to Partner Net Pricing
US Dollar	21,003,700	4.94

Discount Transparency Compliance Notes

Note 1: This form must be attached to signature form to be valid.

Proposal ID

0370415.004

Enrollment Number

Language: English (United States)

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

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	13,544	13,544	1.0	Yes	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
Office 365 Plan E4 USL	40,632
Client Access License (CAL)	
Core CAL	
Bridge for Office 365	40,632
Windows Desktop	
Windows SA per User USL	40,632
Other Enterprise Products and Enterprise Online Services	
Microsoft Desktop Optimization Pack (MDOP)	81,264
Enterprise Cloud Suite (ECS)	
Enterprise Cloud Suite USL	40,632

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E4) + Enterprise Cloud Suite USL	Client Access License + Office 365 (Plans E1, E3 and E4) + Enterprise Cloud Suite USL	Client Access License + Windows Intune + EMS USL + Enterprise Cloud Suite USL	Win Enterprise Upgrade + Win VDA + Win SA per User USL + Win VDA per User USL + Enterprise Cloud Suite USL
Quantity	81264	81264	40632	81264

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	
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.	
Note 3: Bridge CAL, Office 365 Plan E3 Add Ons, EMS Add Ons, Windows Ent SA Per User Add Ons, and Enterprise Cloud Suite Add On quantities are not included for Price Leveling, as License quantities are determined by the corresponding Enterprise Online Service(s).	

Program Signature Form

MBA/MESA number

000-fmulkey-s-281

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
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	X20-10632
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Product Selection Form	03/0415.004_PSF
Discount Transparency Disclosure Form	3/0415.004_DTDF
Amendment	CSD (new)
Amendment	CTM (new)
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* <u>City of Austin</u>
Signature* _____
Printed First and Last Name* <u> </u>
Printed Title <u> </u>
Signature Date* <u> </u>
Tax ID <u> </u>

* indicates required field

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

Exhibit D
Non Discrimination Certification
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 18th day of September, 2015

CONTRACTOR

SHI Government Solutions

Authorized
Signature



Title

Contract Specialist

**STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR PRODUCTS AND RELATED SERVICES
SHI GOVERNMENT SOLUTIONS, INC.**

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter “DIR”) with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and SHI Government Solutions, Inc. (hereinafter “Vendor”), with its principal place of business at 1301 South Mo-Pac Expressway, Suite 375, Austin, Texas 78746.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts’ Electronic State Business Daily, Request for Offer (RFO) DIR-SDD-TMP-200A, on June 25, 2013, for Software Reseller and Related Services. Upon execution of this Contract, a notice of award for RFO DIR-SDD-TMP-200A shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

This Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor’s Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Exhibit 1, Vendor’s Response to RFO DIR-SDD-TMP-200A, including all addenda; and Exhibit 2, RFO DIR-SDD-TMP-200A, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The term of this Contract shall be one (1) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to three (3) optional one-year terms. Protracted contract negotiations may, in DIR’s sole discretion, result in fewer optional terms.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to products available through Microsoft and Novell volume licensing programs as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to, at no additional cost, related services associated directly with the sales of licensing, such as related maintenance/warranty/support for new and previously purchased licenses, training, installation/de-installation/implementation support, and software advisement to DIR and/or DIR Customers for the Microsoft and Novell volume licensing programs as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above. Microsoft Premiere Support Services and Technical Services are not a part of this Contract.

4. Pricing

A. Publisher Discount Level

Publisher Discount Level is based on the discount established in the Agreement between DIR and Publishers.

B. Customer Discount

All discounts to the Customer for products included in Section 3 of this Contract shall be: i) the discount established in the Agreement between DIR and Publishers, or ii) the percentage discount off then-current list prices from the Publishers based on Vendor's corporate volume from distribution sources, or iii) the discount as specified in Appendix C, Pricing Index, whichever is greater.

C. Customer Price

1) The price to the Customer shall be calculated as follows:

$$\text{Customer Price} = \text{Publisher Discount Level} - \text{Customer Discount}$$

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or

services under this Contract or (ii) any other entity or consortia authorized by Texas law to sell said products and services to eligible Customers, then the available Customer Price in this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Vendor or its resellers for a quantity of one (1) under like terms and conditions, and does not apply to volume or special pricing purchases. This Contract shall be amended within ten (10) business days to reflect the lower price.

D. DIR Administrative Fee

The administrative fee specified in Section 5 below shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

E. Shipping and Handling Fees

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited delivery, Customer will be responsible for any charges for expedited delivery.

F. Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).

G. Travel Expense Reimbursement

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (<http://www.window.state.tx.us/procurement/prog/stmp/>). Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in Section 5 below is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

H. Changes to Prices

Vendor may change the price of any product or service at any time, based upon changes to the Publisher Discount Level, but DIR discounts shall remain consistent with the discount levels specified in this Contract. Price decreases shall take effect automatically during the term of this Contract and shall be passed onto the Customer immediately.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is half of one percent (0.50%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$500.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Robin Abbott, Manager
Contract and Vendor Management
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Facsimile: (512) 475-4759

If sent to the Vendor:

Darron Gross
SHI Government Solutions, Inc.
1301 South Mo-Pac Expressway, Suite 375
Austin, Texas 78746
Phone: (512) 732-8021
Facsimile: (512) 732-0232
Email: Darron_Gross@shi.com

7. Software License and Service Agreements

A. Software License Agreement

1) Customers acquiring software licenses under the Contract shall hold, use and operate such software subject to compliance with the publishers' Software License Agreement set forth in the *Publishers agreement with DIR*.

2) Compliance with the applicable Software License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software License Agreement. If DIR purchases software licenses for its own use under this Contract, it shall be responsible for its compliance with the Software License Agreement terms and conditions.

B. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

8. Intellectual Property Matters**A. Definitions**

1. "Work Product" means any and all deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2. “Intellectual Property Rights” means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

3. “Statement of Work” means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Vendor is to provide Customer, issued pursuant to the Contract.

4. “Third Party IP” means the Intellectual Property Rights of any third party not a party to this Contract, and which is not directly or indirectly providing any goods or services to Customer under this Contract.

5. “Vendor IP” shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Vendor outside Vendor’s provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

B. Ownership.

As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered “works made for hire” and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday,

8AM to 5PM) and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Vendor.

C. Further Actions.

Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Vendor's signature due to the dissolution of Vendor or Vendor's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Vendor hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Vendor's agent and Vendor's attorney-in-fact to act for and in Vendor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Vendor, provided however that no such grant of right to Customer is applicable if Vendor fails to execute any document due to a good faith dispute by Vendor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Vendor shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

D. Waiver of Moral Rights.

Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Vendor may now have or which may accrue to Vendor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Vendor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

E. Confidentiality.

All documents, information and materials forwarded to Vendor by Customer for use in and preparation of the Work Product, shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Vendor under sub-paragraph H. Hereunder, Vendor shall not use, disclose, or permit any person to use or obtain the

Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

F. Injunctive Relief.

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Vendor acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

G. Return of Materials Pertaining to Work Product.

Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertains to the Work Product.

H. Vendor License to Use.

Customer hereby grants to Vendor a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the Services to Customer. Except as provided in this Section, neither Vendor nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

I. Third-Party Underlying and Derivative Works.

To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Vendor hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Vendor agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product.

J. Agreement with Subcontracts.

Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.

K. License to Customer.

Vendor grants to Customer, a perpetual, irrevocable, royalty free license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Vendor IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Vendor IP remain in Vendor.

L. Vendor Development Rights.

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Vendor wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Vendor and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

9. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

A. Section 9, Vendor Responsibilities, A. Indemnification, 1) Acts or Omissions is hereby replaced in its entirety as follows:

1) Acts or Omissions

Vendor shall indemnify and hold harmless the State of Texas and Customers, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. Vendor shall pay all costs of defense including attorney fees. The defense shall be coordinated by the Office of the Attorney General for Texas state agencies and by Customer's legal counsel for non-state agency customers. **VENDOR'S OBLIGATIONS UNDER THIS**

SECTION WILL NOT BE PRECLUDED OR LIMITED BY ANY CLAIM OF CONTRIBUTORY NEGLIGENCE, EXCEPT THAT IN THE EVENT OF SUCH CLAIM OF CONTRIBUTORY NEGLIGENCE, THE APPORTIONMENT OF DAMAGES, FINES AND COSTS, SHALL BE SHARED BETWEEN THE PARTIES BASED UPON THE COMPARATIVE DEGREE OF EACH OTHER'S NEGLIGENCE.

B. Section 9, Vendor Responsibilities, S. Secure Erasure of Hard Disk Products and/or Services is hereby replaced in its entirety as follows:

S. Secure Erasure of Hard Disk Products and/or Services

Vendor agrees that all services wherein Vendor uses hard disk drives (i.e. computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such products and/or services, either at the end of the Customer's Managed Services product's useful life or the end of the related Customer Managed Services Agreement for such products and/ services, in accordance with 1 TAC 202.

C. Appendix A, Section 10. Contract Enforcement, B. Termination, 7) Transitional Support Upon Termination or Expiration is hereby added as follows:

7) Transitional Support Upon Termination or Expiration

Upon the date of contract termination or expiration, Vendor will provide transitional use of Vendor's Software Tracking Database to all DIR Customers that have purchased software under this Contract. To assure continuity of records, DIR Customers (upon request) that have purchased under this Contract will be provided access to Vendor's website to receive from Vendor a transferable, electronic record of its software license tracking information for a period not less than the prior twelve months, in a commercially available format. If the file download is available on Vendor's website, clear instructions should be posted for DIR Customers along with a contact name, telephone number and email address for questions. Vendor shall also provide DIR a complete copy of the entire DIR Customer database at the end of the 90-day transition period, in a commercially available format.

This Contract is executed to be effective as of the date of last signature.

SHI Government Solutions, Inc.

Authorized By: /Signature on File/

Name: Natalie Slowik

Title: Contract Specialist

Date: 08/14/13

The State of Texas, acting by and through the Department of Information Resources

Authorized By: /Signature on File/

Name: Karen Robinson

Title: Executive Director

Date: 08/15/13

Office of General Counsel: /Signature on File/ 08/15/13