



District School Board of Pasco County

20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/ 794-2221

Heather Fiorentino, Superintendent

www.pasco.k12.fl.us

Department of Purchasing
Kendra Goodman, CPPO, CPPB, Purchasing Agent
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352/ 524-2221 e-mail: kgoodman@pasco.k12.fl.us

December 21, 2010

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent *KDG*

SUBJECT: Contract for Microsoft Licenses and Permission to Issue Purchase Order

The District currently has a Campus and School Volume Licensing Agreement with Microsoft. The agreement addresses the terms, conditions and pricing for Microsoft licenses on office and school-based computers within the District. The second year of the agreement will expire on January 31, 2011.

Microsoft has developed a new master Enrollment for Education Solutions Volume Agreement. This new agreement is more beneficial to the District, as it moves from pricing based on computer count to a staff formula-driven pricing model. The agreement "locks in" the District's unit price for Microsoft licenses at \$21.52 per copy for the period February 1, 2011 – January 30, 2014. The cost to the District for the period February 1, 2011 – January 30, 2012 is \$187,094.88, representing a significant cost savings of \$156,000 compared to the expenditure for the last contract term.

Software House International (SHI) is the Microsoft-authorized dealer under Florida State Contract #252-001-09-1. The District is permitted to utilize this contract under Florida Administrative Rule 6A-1.012(5). We are requesting Board approval of the attached agreement, and permission to issue a purchase order to SHI in the amount of \$187,094.88.

Please contact Mr. Ed Mutell, Supervisor of Information Services, or me if you have any questions or concerns.

KDG/az
Attachments

Enrollment for Education Solutions

Enrollment Number <i>Microsoft to complete</i>	<input type="text"/>	Qualifying Enrollment Number (if applicable) <i>Partner to complete</i>	<input type="text"/>
Previous Enrollment Number (if applicable) <i>Partner to complete</i>	<input type="text"/>		

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

Please note that by entering into this Enrollment for Education Solutions ("Enrollment") Institution, regardless of whether it is a primary/secondary school or a higher/further education entity, becomes part of the Campus Program. Institution's reseller will use the Campus Program tools and pricing infrastructure to register Institution for this Enrollment. All communications from Microsoft will indicate that Institution is part of the Campus Program.

This Enrollment is entered into between the entities as of the effective date identified in the signature form ("Enrollment Effective Date"). Institution represents and warrants that it is the same Institution that entered into the Campus and School Agreement identified on the signature form ("Agreement") or an Affiliate of Institution. The Agreement must be version 3.4 or higher in order for the Enrollment to be valid.

This Enrollment consists of (1) this document, (2) the terms of the Agreement, (3) the Supplemental Terms and Conditions for Online Services and the Supplement for Microsoft Live@edu located at <http://www.microsoft.com/licensing/contracts>, and (4) any supplemental contact information form.

The terms and conditions in this Enrollment supersede any conflicting terms and conditions in the Agreement.

Enrollment Term. This Enrollment will expire either 12 or 36 full calendar months from the Enrollment Effective Date, depending on Institution's election below and may be terminated earlier as provided in the Agreement. *Please select **only one** initial Enrollment term option:*

<input type="checkbox"/>	12 Full Calendar Months	<input checked="" type="checkbox"/>	36 Full Calendar Months
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1. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. *The asterisk ("*") indicates required fields.* Microsoft may disclose contact information as necessary to administer this Enrollment.

- a. **Primary contact information.** Institution must identify an individual from inside its organization to serve as the primary contact. This contact is also the default online administrator for this Enrollment and will receive all notices unless Institution provides Microsoft written notice of a change. The online administrator may appoint other administrators and grant others access to online information.

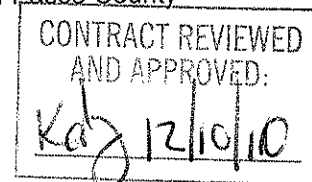
Name of entity (must be legal entity name)* District School Board of Pasco County

Contact name*: First Ed Last Mutell

Contact email address*: emutell@pasco.k12.fl.us

Street address*: 7227 Land O' Lakes Boulevard

City*: Land O' Lakes **State/Province*:** FL **Postal code*:** 34638



Country* US
Phone* Fax
Tax ID

- b. **Notices and online access contact information.** Complete this only if Institution wants to designate a notices and online contact different from the primary contact. This contact will become the default online administrator for this Enrollment and receive all notices. This contact may appoint other administrators and grant others access to online information.

Same as primary contact

Name of entity*
Contact name*: First Last
Contact email address*
Street address*
City* State/Province* Postal code*
Country*
Phone* Fax

This contact is a third party (not Institution)

Warning: This contact receives personally identifiable information of Institution.

- c. **Online Services administrator.** This person will receive communications concerning registration for Online Services ordered under this Enrollment. This contact may appoint other administrators and grant others access to online information.

Same as primary contact

Name of entity*
Contact name*: First Last
Contact email address*
Street address*
City* State/Province* Postal code*
Country*
Phone* Fax

- d. **Language preference.** Select the language for notices. English

- e. **Microsoft account manager.** Provide the Microsoft account manager contact for Institution.

Microsoft account manager name: Ann Merrihew

Microsoft account manager email address: ann.merrihew@microsoft.com

- f. **Reseller information.**

Reseller company name* SHI

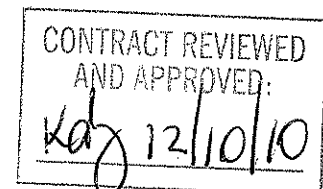
Street address (PO boxes will not be accepted)* 33 Knightsbridge Road

City* Piscataway State / Province* NJ Postal code* 08854

Contact name*

Phone* Fax

Contact email address*



The undersigned confirms that the information is correct

Name of Reseller* SHI
Signature* _____
Printed name*
Printed title*
Date*

Changing a reseller. If Microsoft or the reseller chooses to discontinue doing business with one another, Institution must choose a replacement. If Institution intends to change the reseller, it must notify Microsoft and the former reseller in writing on a form provided at least 30 days prior to the date on which the change is to take effect. The change will take effect 30 days from the date of Institution's signature.

g. Distributor information (if applicable).

Distributor company name* Tech Data
Street address (PO boxes will not be accepted)* 16202 Bay Vista Dr
City* Clearwater **State / Province*** FL **Postal code*** 33760
Country* USA
Contact name* David Boston
Phone* 800-237-8931 **Fax** 727-532-6010
Contact email address* casa@techdata.com

2. Definitions.

Capitalized terms used but not defined in this Enrollment shall have the meaning given to them in the Agreement.

"Additional Product" means any Product other than a Desktop Platform Product that Institution chooses to license under this Enrollment;

"Desktop Platform Product" means any Product identified on the Product List as such and that Institution chooses to license under this Enrollment (Desktop Platform Products may only be licensed on an Organization-wide basis under this program);

"Faculty" means any employees, contractors and volunteers who teach or perform research for Institution and use an Institution Qualified Desktop;

"Graduate" means a Student who has completed (1) a grade or a level in a school or an educational institution in Institution's Organization that qualifies the Student for enrollment into college or university or (2) a diploma or degree from a college or university in Institution's Organization;

"Organization" means the organization as defined by Institution in Section 8 of this Enrollment ("Defining Institution's Organization");

"Organization-wide Count" means the total quantity of Faculty and Staff in Institution's Organization as listed in the table in Section 6 ("Choosing licensing options; license grant.");

"Previous Enrollment or Agreement" means a School Subscription Enrollment, a Campus Subscription Enrollment, an Enrollment for Education Solutions, or an Open Value Subscription Agreement for Education Solutions, each active and valid upon signing of this Enrollment;

"Qualified Desktop" means any personal desktop computer, portable computer, workstation, or similar device that is owned, leased, or controlled by Institution (other than a Student Qualified Desktop) that is used for the benefit of Institution's Organization (or by or for the benefit of Students enrolled in Institution's Organization, if applicable) and that meets the minimum requirements for running any of the Desktop Platform Products. Qualified Desktops do not include: (1) any computers that are designated as

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servers and not used as a personal computer and (2) any devices running an embedded operating system (e.g. Windows Vista for embedded, Windows XP embedded) that do not access a virtual desktop infrastructure;

"Qualified User" means a User who (1) is a user of a Qualified Desktop or (2) accesses any server software or online services licensed within Institution's Organization. It does not include a person who accesses server software or online services solely under a license identified in the Qualified User Exemptions in the Product List;

"Qualifying Enrollment" means either (1) a Campus Subscription Enrollment under which Institution did not order any Desktop Platform Product, (2) a School Subscription Enrollment under which Institution ordered at least one Desktop Platform Product, or (3) an Enrollment for Education Solutions the minimum requirements of which were met (i.e. a Qualifying Enrollment was not used) and which was entered into by Institution or Institution's Affiliate, each active and valid upon signing of this Enrollment. Institution must have been included in the Organization under an Enrollment for Education Solutions that is used as the Qualifying Enrollment;

"Staff" means any non-Faculty employees, contractors and volunteers who perform work for Institution and use an Institution Qualified Desktop;

"Student" means any student enrolled in any educational institution that is part of Institution's Organization, whether on a full-time or part-time basis;

"Student Count" means the total quantity of Students in Institution's Organization as listed in the table in Section 5 ("Choosing licensing options; license grant."); and

"Student Qualified Desktop" means a Qualified Desktop owned or leased by a Student, or that is owned or leased by Institution's Organization and assigned for individual, dedicated use by a Student.

For the avoidance of doubt, the term "Customer" as used in certain supplemental forms (for example the program signature form) has the same meaning as "Institution."

3. Overview of the Enrollment for Education Solutions.

This Enrollment allows Institution to license Products on a subscription basis across its Organization. Institution determines how it defines its Organization. Institution can select from two different licensing options, Faculty and Staff or Students, depending on the Users it wishes to cover.

The minimum requirements for this Enrollment are as follows. Institution must order at least one Desktop Platform Product. Desktop Platform Products must be ordered for Institution's Organization-wide Count and/or Student Count, as applicable. Additional Products may be ordered in any quantity, and certain Additional Products identified in the Product List may alternatively be ordered for Institution's Organization-wide Count or Student Count, as applicable. Each initial, anniversary and extension order must be for at least 300 units. The number of units is calculated by multiplying for each ordered Product the unit value assigned to it in the Product List times (1) the Organization-wide Count and/or Student Count, as applicable (for each Desktop Platform Product and Additional Product licensed Organization-wide), and (2) the number of Licenses to be ordered (for other Additional Products).

The minimum requirements listed in the previous paragraph do not apply if Institution has a Qualifying Enrollment. In such case, Institution may enter into this Enrollment provided that the initial order is for the same Product selection and total quantity as ordered during the one-year period of the term of the Qualifying Enrollment in which the Product was first ordered.

Microsoft may refuse to accept this Enrollment if it has a business reason for doing so. At the end of the applicable term Institution has the option to extend the Enrollment, enter into a new Enrollment, let the Enrollment expire or, if applicable, buy out perpetual Licenses.



4. Prices.

Price level. Institution's Organization-wide Count determines the price level for which Institution qualifies. The price level does not change during the Enrollment term. If Institution chooses to extend this Enrollment, the price level will be reset at the start of the extension term based on Institution's Organization-wide Count at the time that the extension order is placed. There are no price levels for Additional Products. Price levels only apply if the Faculty and Staff licensing option is selected in Section 6 below.

Select Price Level that Applies	Qualification	Price level
<input type="checkbox"/>	Organization-wide Count of less than 3000	A
<input checked="" type="checkbox"/>	Organization-wide Count of 3000 or more	B

Prices. Institution's actual prices will be determined by agreement between Institution and its distributor or reseller, as applicable. However, Microsoft will provide the distributor or reseller with pricing at the outset of this Enrollment and agrees that it will not increase the prices that it charges the distributor or reseller for the Products during the term of the Enrollment.

5. How to order Products.

The following provisions replace Section 6 of the Agreement (or Section 3 if the Agreement is version 3.4) in its entirety:

- a. **Price and payment terms.** Price and payment terms for all Licenses ordered will be determined by agreement between Institution and its reseller.
- b. **Placing the initial order.** Orders must be submitted within 30 days of the Enrollment Effective Date. Orders for Desktop Platform Products must be for Institution's then-current Organization-wide Count and/or Student Count, as applicable. Orders for certain Additional Products identified in the Product List may be, at Institution's election, for either Institution's then-current Organization-wide Count and/or Student Count, as applicable, or for any quantity. Orders for other Additional Products may be for any quantity.
- c. **Adding new Products not previously ordered.** Orders can be submitted for Products that were not part of the initial order. The order must be placed in the month in which copies of the Product(s) are first run. Orders for Desktop Platform Products must be for Institution's then-current Organization-wide Count and/or Student Count, as applicable. Orders for certain Additional Products identified in the Product List may be, at Institution's election, for either Institution's then-current Organization-wide Count or Student Count, as applicable, or for any quantity. Orders for other Additional Products may be for any quantity. The Licensed Period for additional orders will be the same as the Enrollment Licensed Period.

Microsoft will invoice the distributor or reseller, as applicable, for the Products ordered on a pro-rated basis corresponding to the number of full calendar months remaining in the Licensed Period to a minimum of 6 months. Microsoft will use the price list in effect on the date of the invoice to charge Institution's distributor or reseller for the additional Licenses.

- d. **Adding more copies of Products previously ordered**
 - (i) For Desktop Platform Products, and Additional Products licensed Organization-wide, Institution does not need to submit orders to increase the number of copies run. However, increases in Organization-wide Count and/or Student Count, as applicable, must be reported at each anniversary of the Enrollment Effective Date.
 - (ii) Except as provided in subsection d(i) above, Additional Products are licensed based on the number of Licenses acquired. At any time during the Licensed Period (including any extension), Institution may run additional copies of any previously ordered Additional Products, provided it submits orders for such copies. The order must be placed in the month in which those copies are first run.

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Katy Izquierdo

- e. **Extension orders and subsequent annual orders.** Institution must submit orders based on the following:
- (i) **One-year Licensed Period.** An extension order must be submitted to extend the Enrollment for another Licensed Period. The extension order must be received by Microsoft prior to the expiration of the Licensed Period. The Product selection and quantity ordered can be changed at each extension order.
 - (ii) **Three-year Licensed Period.** An anniversary order must be received by Microsoft prior to each anniversary of the Enrollment Effective Date of the three-year Licensed Period, and a subsequent extension order must be received by Microsoft prior to the expiration of the initial three-year Licensed Period. Each anniversary order must be for at least the same Product selection and total quantity as ordered during the one-year period in which the Product was first ordered, except for step-ups.
- f. **How to confirm orders.** Microsoft will publish information about orders placed by Institution, including an electronic confirmation of each order on a password-protected site on the World Wide Web at <https://licensing.microsoft.com> or a successor site. Upon Microsoft's acceptance of this Enrollment, the contact identified for this purpose will be provided access to this site.
- g. **Step up to a higher Product edition.** If a previously ordered Product has multiple editions, Institution may migrate to the higher edition by stepping up (e.g. from Core CAL to Enterprise CAL or from SQL Server Standard Edition to SQL Server Enterprise Edition.) The order requirements set forth in subsection 5c above apply.

6. **Licensing options; license grant.**

Choosing a licensing option. Institution may license Desktop Platform Products, and Additional Products licensed Organization-wide, based on the following options. Institution must indicate the option(s) it chooses by marking the applicable box below, and provide its initial Organization-wide Count and/or Student Count, as applicable. Institution must select at least one licensing option. If Institution selects both options, a Student must be counted only once under the appropriate option.

Licensing Options.

Faculty and Staff: If Institution selects this option, Institution's Organization-wide Count must include all Faculty and Staff in its Organization. For purposes of this licensing option Institution must count a full-time member of its Faculty and Staff as 1, a part-time member of its Faculty as 1/3, and a part-time member of its Staff as 1/2.

Students: If Institution selects this option, Institution's Student Count must include the Students in its Organization. For purposes of this licensing option Institution must count a full-time Student as 1 and a part-time Student as 1/3.

Category Licensed	Institution's Selection	Organization-wide Count or Student Count, as applicable
Faculty and Staff	<input checked="" type="checkbox"/>	8694
Students	<input type="checkbox"/>	

License grant. So long as Institution places orders pursuant to the agreement and this Enrollment any required Licenses and pays per the agreement with its reseller, Institution (and/or its Students, as applicable) will have the following rights during the term of this Enrollment:

If the Faculty and Staff option is chosen, each Qualified User in Institution's Organization (including Students and public users of Qualified Desktops in an open lab) may run the Desktop Platform Products, and the Additional Products licensed on an Organization-wide basis, on any Institution Qualified Desktops. In the case of CALs, Institution may assign (1) a device CAL to each Institution Qualified Desktop and (2) a user CAL to each Faculty and Staff member, in both cases to access Institution's associated server software.

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Katy Iskolko

If the Student option is chosen, each Student in the Organization may run the Desktop Platform Products, and the Additional Products licensed Organization-wide, on a Student Qualified Desktop. In the case of CALs, Institution may assign a user CAL to each Student to access Institution's associated server software.

Institution may run as many copies of other Additional Product(s) it wishes so long as it places an order pursuant to the agreement and this Enrollment for required Licenses and pays per the agreement with its reseller. Order quantities must be equal to the number of copies Institution runs.

7. Special Licensing Terms.

Cross-language rights. Institution has the right to run Products in any language.

Use by Affiliates. Institution may only sublicense the right to run Products to Affiliates that are included in its Organization.

Special right to transfer perpetual use rights to Graduates. For any Students licensed to run any Products on a Student Qualified Desktop, Institution may at any time during the Enrollment term transfer to any Graduate the perpetual right to run each such Product. Institution must provide each such Graduate with a license agreement in the form provided by Microsoft. In addition, Institution must secure from the Graduate his or her acceptance of the terms of the license agreement. Upon acceptance of the license agreement, the Graduate's right to run the Products identified in the license confirmation becomes perpetual. These rights do not apply to access licenses, including CALs, or to online services.

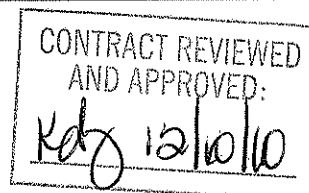
Additional method of software distribution. Institution may distribute copies of and updates to Products to Faculty and Staff (work at home rights only) and Students, when Institution is licensed to do so. Institution may also distribute through a Microsoft-approved entity selected by Institution to electronically distribute copies via download from secure network server(s) or other storage device(s), provided Institution or the Microsoft approved entity controls the download to ensure that the number of permitted copies is not exceeded and those making the download are licensed to do so. For more information on this download option, Institution is advised to contact its reseller who may manage this on Institution's behalf.

Distribution of replacement software. If Microsoft makes replacement software available to Institution, Institution agrees to make the replacement software available to Faculty and Staff and/or Students to which it distributed the underlying software within 30 days of receipt, in the same quantity and by the same method(s) of distribution, if available, as the original software.

8. Defining Institution's Organization.

Define the Organization by choosing one of the options below. *Please select **only one** option.*

<input checked="" type="checkbox"/>	Institution and all of its Affiliates , departments* and school locations* (<i>do not</i> list any entity in the below list)
<input type="checkbox"/>	Institution only (including all of its departments and school locations, but not including any Affiliates) (<i>do not</i> list any entity in the below list)
<input type="checkbox"/>	Institution plus the listed Affiliate(s) and/or department(s), school location(s), and/or clearly defined User group(s) if Affiliate is a school without departments or school locations, of Affiliate(s) (please list the Affiliate(s), department(s), school location(s) and/or User group(s) of Affiliate(s) below)
<input type="checkbox"/>	The listed department(s), school location(s), and/or clearly defined User group(s) if Institution or Affiliate is a school without departments or school locations, of Institution and any of its Affiliates, and any Affiliate(s) (please list department(s), school location(s) and/or User group(s) and any Affiliate(s) below)



If Institution chooses to enroll specific departments, school locations, and/or clearly defined User groups, Institution must provide the department, school location, and/or defined User group names. If the department, school location, or User group is part of an Affiliate, Institution must also provide the name of the Affiliate. A department includes all segments of a department (e.g., a business school should include the business library). A department must be for educational purposes. Open access labs and other resource support centers do not qualify as separate departments.

List of participating Affiliates, departments, school locations, and/or clearly defined User groups

Institution may add a page(s) to this Enrollment if additional rows are needed.

9. Qualifying systems Licenses.

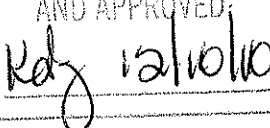
The desktop operating system Licenses granted under this program are upgrade Licenses only. Full desktop operating system Licenses are not available under this program. If Institution selects a desktop platform suite or the Windows Desktop Operating System Upgrade, all Qualified Desktops on which Institution runs the desktop platform suite or the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at <http://www.microsoft.com/licensing/contracts>. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of the order. That list is more extensive at the time of the initial order than it is for some system refreshes during the term of this Enrollment. Exclusions are subject to change when new versions of Windows are released.

For example: The following are not considered qualifying operating systems: (1) embedded operating systems; (2) Linux; and (3) OS/2. These are examples of exclusions only. Please see Product List for all current qualifying operating systems.

10. Agreement Replacement Sections.

Section 8 of the Agreement (or Section 10 if the Agreement is version 3.4) is hereby replaced in its entirety with the following:

During the Licensed Period, Faculty and Staff members who are the primary users of an Institution Qualified Desktop running a Product licensed by Institution under this Enrollment may run one copy of that Product on a home PC that they own or lease (or, for work at home rights for a Client Access License, to access the server Product(s) from a home PC that they own or lease), for work-related purposes only; provided that in the case of work at home rights for Desktop Platform Products and Additional Products licensed Organization-wide the total number of Faculty and Staff members exercising work at home rights may not exceed Institution's Organization-wide Count and for other Additional Products the total number of Faculty and Staff members may not exceed the number of Licenses acquired for such Additional Products. If Institution upgrades the Product on the Qualified Desktop used by the Faculty and Staff member, the latter may upgrade the corresponding copy on the home PC. If the Faculty and Staff member leaves Institution, the work at home rights for such member end and the copy

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of the Product must be removed from the home PC. Though Microsoft may offer both work at home rights and home use program rights under Software Assurance for a Product, Institution must choose either work at home rights or home use program rights for its Users for such Product.

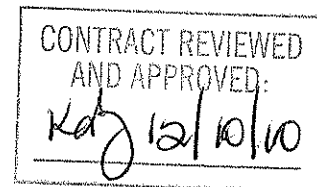
The introduction paragraph and subsections (a-c) in Sections 13 of the Agreement (or the introduction paragraph and the first three bullets in Section 6 if the Agreement is version 3.4) are hereby replaced in their entirety with the following:

Microsoft will provide prior written notice of expiration of the Enrollment. The notice will advise Institution of the option to: (1) extend the Enrollment, (2) submit a new Enrollment, (3) exercise the buy-out option, or (4) allow the Enrollment to expire. Microsoft will not unreasonably reject any extension order or new Enrollment. However, Microsoft may make a change to this program that will make it necessary for Institution to first enter into new agreement. Each Licensed Period will start the day following the expiration of the prior Licensed Period:

- a. **One-year Licensed Period.** Institution may elect to extend an initial one-year Licensed Period for either (1) up to five consecutive terms of 12 full calendar months by submitting an extension order for each such extension term or (2) one term of 36 full calendar months.
- b. **Three-year Licensed Period.** Institution may elect to extend an initial three-year Licensed Period for either (1) up to three terms of 12 full calendar months or (2) one term of 36 full calendar months.
- c. **Buy-out option.** Institution may elect to obtain perpetual Licenses for Products licensed under this Enrollment provided it has licensed such Products under one or more Enrollments (including any extensions) under the Agreement (or a predecessor agreement) for at least 36 full calendar months immediately preceding expiration of this Enrollment. Institution must submit a buy-out order at least 30 days prior to expiration of this Enrollment. The buy-out option is not available for Products licensed under the Student option.

The buy-out order quantity for Licenses for Desktop Platform Products, and Additional Products licensed Organization-wide, shall be at least equal to the Organization-wide Count but shall not exceed the total quantity of Qualified Desktops in Institution's Organization on the date of the buy-out order. The buy-out order quantity for other Additional Products shall be the lowest total quantity of copies ordered during any of the three 12 month periods immediately preceding expiration of this Enrollment.

Except as specifically provided otherwise in the Product use rights, perpetual Licenses acquired through this buy-out option are device Licenses. The license grant in Section 6 above does not apply to such perpetual Licenses. For example, a License is required for each Qualified Desktop on which Institution desires to run Office.



Enrollment for Education Solutions Amendment ID CTM

000-jegraham-E-729

1. Add the following new section to the Enrollment for Education Solutions entitled "Three-year Licensed Period Price" as follows:

Three-year Licensed Period Price. Microsoft will use the December 2010 price list to charge Institution's distributor for the initial order submitted with a usage date of February 1, 2011.

Reseller/Distributor acknowledgement

Name of Reseller/Distributor SH / Tech Data

Printed Name Lorraine Kennedy

Printed Title Senior Account Executive

Date 12/8/10

Reseller/Distributor Signature

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

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AND APPROVED:

Katy 12/10/10

Program Signature Form

MBA/MBSA number	
Agreement number	01H32557

SGN-	000-jegraham-E-729
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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.

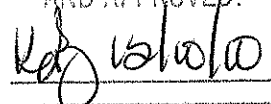
For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

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
Enrollment for Education Solutions	X20-02446
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
Amendment	CTM (NEW)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

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

Customer	Microsoft Affiliate
Name of Entity (must be legal entity name) * District School Board of Pasco County	Microsoft Licensing, GP
Signature * _____	Signature
Printed Name * Joanne Hurley	Printed Name
Printed Title * Board Chair	Printed Title
Signature Date *	Signature Date (date Microsoft Affiliate countersigns)

**CONTRACT REVIEWED
AND APPROVED.**


Tax ID	Effective Date (may be different than Microsoft's signature date)
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* indicates required field

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

Customer	Outsourcer
Name of Entity (must be legal entity name) * NA	Name of Entity (must be legal entity name) * NA
Signature * _____	Signature * _____
Printed Name * NA	Printed Name * NA
Printed Title * NA	Printed Title * NA
Signature Date * NA	Signature Date * NA

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

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

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

Prepared By: Lorraine Kennedy _____ lorraine_kennedy@shi.com

CONTRACT REVIEWED
 AND APPROVED:

 12/10/10



Pricing Proposal
 Quotation #: 4144700
 Created On: Nov-24-2010
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Pasco County School District

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Product	Qty	Your Price	Total
1 Microsoft Office Professional Plus - EES - 1 PC - EDU Level B - All Languages Microsoft - Part#: 2FJ-00001	8694	\$21.52	\$187,094.88
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Additional Comments

Hi Ed,
 I will forward the paperwork to you as soon as I receive the amendment from MS.
 Thanks,
 Lorraine
 Microsoft State Contract# 252-001-09-1

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