# Microsoft

## Program Signature Form

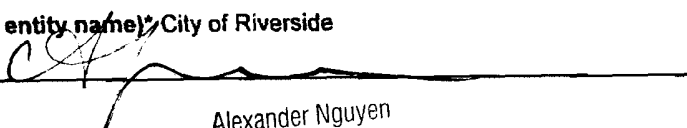| | |
|---|---|
| MBA/MBSA number | |
| Agreement number | |

000-cgodfrey-E-739

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

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

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

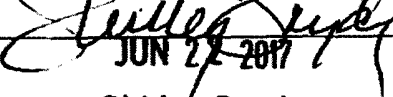| Contract Document | Number or Code |
|---|---|
| <Choose Agreement> | |
| <Choose Agreement> | |
| <Choose Agreement> | |
| <Choose Agreement> | |
| Campus and School Agreement | X20-11366 |
| School Enrollment | X20-11473 |
| <Choose Enrollment/Registration> | |
| <Choose Enrollment/Registration> | |
| <Choose Enrollment/Registration> | |
| <Choose Enrollment/Registration> | |
| Amendment to Contract Documents | CTM-CPT-CPC-CTC-EDM (New) |
| | |
| | |
| | |
| | |

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

| Customer |
|---|
| **Name of Entity (must be legal entity name)** City of Riverside |
| **Signature*** |
| **Printed First and Last Name*** Alexander Nguyen |
| **Printed Title** Assistant City Manager |
| **Signature Date*** 6·28·2017 |
| **Tax ID** |

*indicates required field*

Attest: _Sherry Morton_
City Clerk

| Microsoft Affiliate | | |
|---|---|---|
| | Microsoft Corporation Microsoft Corporation *[signature]* JUN 2~2017 | |
| **Signature** | | |
| **Printed First and Last Name** | | |
| **Printed Title** | Shirley Snyder Duly Authorized on behalf of Microsoft Corporation | |
| **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*

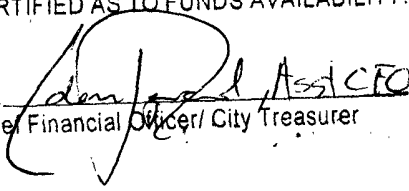| Outsourcer |
|---|
| **Name of Entity (must be legal entity name)*** |
| **Signature*** _____ |
| **Printed First and Last Name*** |
| **Printed Title** |
| **Signature Date*** |

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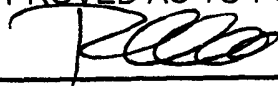
After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

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

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: *[signature]* Asst CFO
Chief Financial Officer/ City Treasurer

APPROVED AS TO FORM

BY: _____
Deputy City Attorney

# ■ Microsoft

Volume Licensing

# Campus and School Agreement

This agreement is entered into by the entities identified on the signature form.

This agreement consists of (1) these terms and conditions and the signature form, (2) the Product Terms, (3) the Use Rights, (4) any Enrollment entered into under this agreement, (5) any order submitted under this agreement, and (6) the eligibility criteria for Campus and School Agreement at http://www.microsoft.com/licensing/contracts as of the effective date of this agreement.

**Please note:** Documents referenced in this agreement but not attached to the signature form may be found at http://www.microsoft.com/licensing/contracts and are incorporated by reference, including the Product Terms, Use Rights and the Qualified Educational User definition. These documents may contain additional terms and conditions for Products licensed under this agreement and may be changed from time to time. Institution should review such documents carefully, both at the time of signing and periodically, to ensure a full understanding of all terms and conditions applicable to Products licensed.

# *Terms and Conditions*

## *1.    Definitions.*

In this agreement, the following definitions apply:

"Affiliate" means

    **a.**   If Institution is a non-public entity, then, with regard to Institution, "Affiliate" means any Qualified Educational User (as defined in the applicable Microsoft Qualified Educational User Definition available at the Licensing Site) that Institution owns or controls, that owns or controls Institution, or that is under common ownership or control with Institution.

    **b.**   If Institution is a public entity, then, with regard to Institution, "Affiliate" means, any Qualified Educational User that is:

       **(i)**  within the administrative control or supervision of Institution, or

       **(ii)**  expressly authorized by Institution to purchase as its affiliate.

    **c.**   with regard to Microsoft, any entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

For purposes of this definition, **except with regard to hospitals, healthcare systems, and research laboratories** (collectively, "Healthcare Institutions"), "ownership" means more than 50% ownership, and "control" means the right granted by law to exercise decision-making authority over the administrative, financial, and operational affairs of another. For Healthcare Institutions, "ownership" means that Institution is the sole owner of the Healthcare Institution, and "control" means that Institution is the only entity exercising control over the Healthcare Institution's day-to-day operations.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, Institution and its Affiliates through the use of Online Services.

"Enrollment" means the document that Institution submits under this agreement to place orders for Products and Professional Services.

"Faculty" means any employees, contractors and volunteer who teaches or performs research for Institution and uses a Qualified Device.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as service packs) or provides to Institution to address a specific issue.

"Institution" means the entity that is (1) a Qualified Educational User (as defined at http://www.microsoft.com/licensing/contracts) as of the effective date of this agreement that has entered into this agreement with Microsoft or (2) an Affiliate of Institution that has entered into an Enrollment under this agreement. If Institution is a school district, "Institution" includes all participating schools in the same district.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Licensed Period" means the period of time beginning on the effective date specified in the Enrollment and continuing for the period of time specified in the Enrollment (either 12 or 36 calendar months).

"Microsoft" means the Microsoft Affiliate that has entered into this agreement and its Affiliates, as appropriate.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Institution's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Organization" means the organization Institution defines in its Enrollment.

"Pre-Existing Work" means any computer code or other written materials developed or otherwise obtained independent of this agreement.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"Professional Services" means Product support services and Microsoft consulting services provided to Institution under this agreement. "Professional Services" does not include Online Services.

"Services Deliverables" means any computer code or materials, other than Products or Fixes that Microsoft leaves with Institution at the conclusion of Microsoft's performance of Professional Services.

"SLA" means Service Level Agreement which specifies the standards to which Microsoft agrees to adhere and by which it measures the level of service for an Online Service. The SLA is available at the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified in the Product Terms. Software does not include Online Services or Services Deliverables, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Software Update" means additional or replacement code for any portion of a Product that Microsoft may make available to the general public without a fee from time to time.

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

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

"Student Media" means, collectively, student-media CD-ROM or disk sets."Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run, or otherwise interact with.

"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 Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Users" means Institution, Faculty, Staff, and Students designated on the Enrollment to run the Products, and members of the public who access devices located in Institution's open access labs or libraries.

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

## 2. *License for Products.*

a. **License Grant.** Microsoft grants the Organization a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this agreement.

b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless Institution exercises a buy-out option, which is available for some Subscription Licenses.

c. **Applicable Use Rights.**

   **(i) Products (other than Online Services).** The Use Rights in effect on the effective date of an Enrollment will apply to the Organization's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless Institution chooses to have such changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.

   **(ii) Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.

d. **Downgrade Rights.** Organization may use an earlier version of a Product than the version that is current on the effective date of the Enrollment. In that case, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.

e. **License Confirmation.** This agreement, the applicable Enrollment, and Institution's order confirmation, together with proof of payment, will be Institution's evidence of all Licenses obtained under an Enrollment.

## 3. *Use, ownership, rights, and restrictions.*

a. **Products.** Unless otherwise specified in this agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable Enrollment.

b. **Fixes and Services Deliverables.**

(i) **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use terms Microsoft provides with the Fix will apply.

(ii) **Pre-Existing Work.** All rights in Pre-existing Work will remain the sole property of the entity providing the Pre-existing Work. Each party may use, reproduce, and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services.

(iii) **Services Deliverables.** Upon payment in full for the Professional Services, Microsoft grants Institution a non-exclusive, non-transferable, perpetual license to reproduce, use and modify the Services Deliverables solely for Institution's internal business purposes, subject to the terms and conditions in this agreement.

(iv) **Affiliates' rights.** Institution may sublicense its rights in Services Deliverables to its Affiliates, but Institution's Affiliates may not sublicense these rights. Institution is responsible for ensuring its Affiliates' compliance with this agreement.

c. **Non-Microsoft software and technology.** Institution is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products, Fixes, or Services Deliverables.

d. **Restrictions.** Institution must not (and must not attempt to) (1) reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable, (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this agreement; or (3) work around any technical limitations in the Products or Services Deliverables or restrictions in Product documentation. Except as expressly permitted in this agreement, Institution must not (i) separate and run parts of a Product on more than one device, upgrade or downgrade parts of a Product at different times, or transfer parts of a Product separately; or (ii) distribute, sublicense, rent, lease, lend, or use any Product, Fix, or Services Deliverable to offer hosting services to a third party.

e. **No transfer of ownership; Reservation of rights.** Products, Fixes, and Services Deliverables are protected by copyright and other intellectual property rights laws and international treaties. Microsoft (1) does not transfer any ownership rights in any Products, Fixes, or Services Deliverables and (2) reserves all rights not expressly granted to Institution.

## 4. *Making copies of Products and re-imaging rights.*

a. **General.** Institution may make as many copies of Products as it needs to distribute them within the Organization. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Institution may use a third party to make these copies, but Institution is agrees it will be responsible for any third party's actions. Institution agrees to make reasonable efforts to notify its employees, agents, and other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this agreement.

b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may (1) use up to 20 complimentary copies of any licensed Products in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.

c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided

under this agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

**(i)** Separate Licenses must be acquired from the separate source for each Product that is re-imaged.

**(ii)** The Product, language, version, and components of the copies made must be identical to the Product, language, version, and components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

**(iii)** Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (*e.g.*, Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.

**(iv)** Institution must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights provided with the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

## 5.    *Distributing media.*

a.  **To Faculty and Staff.** Institution may acquire the quantity of media necessary to distribute a licensed Product to Faculty and Staff for use in accordance with the agreement. All media for a particular Product must be acquired from a Microsoft-approved fulfillment source for that Product. Institution may copy volume licensing media acquired from a Microsoft-approved fulfillment source solely for distribution to Faculty and Staff Users. All copies of volume licensing media must be true and complete copies (including copyright and trademark notices). Institution must maintain the security of any volume licensing keys provided with volume licensing media in accordance with applicable Use Rights and other restrictions and may disclose them only to individuals authorized to engage in the installation and support of the Products on behalf of the Institution. Institution may not disclose volume licensing keys to Faculty and Staff work-at-home Users or to student Users or to any other unauthorized third party.

b.  **To Faculty and Staff work at home Users and to Student licensing option Users.** If Institution exercises Faculty and Staff work at home rights for selected Products or selects the Student licensing option in an Enrollment, Institution must appropriately restrict and regulate access to media by Faculty and Staff for work at home purposes and by student Users. All media for Products distributed to Faculty and Staff for work at home purposes and to student Users must be acquired from a Microsoft-approved fulfillment source, and such Products may be distributed to such Users only in the following ways:

**(i)** If Student Media are purchased for a particular Product, Institution may distribute one copy of Student Media directly to each authorized work at home User or student User. Student Media may contain Product activation features that limit the number of authorized installations of a Product. Institution is advised to contact its reseller for details on ordering and distributing Student Media.

**(ii)** For Products for which a volume licensing key is not required, using volume licensing media acquired pursuant to this agreement via (1) controlled download from a secure network server(s), (2) manual installation at a central location that Institution controls or (3) a system of controlled short-term checkout of applicable volume licensing media solely for purposes of individual User installation.

**(iii)** Institution may use a Microsoft-approved entity selected by Institution to electronically distribute copies of a Product via download from a secure network server or other storage device, provided Institution or the Microsoft-approved entity controls the download to ensure that the number of permitted copies of the Product 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.

c. **To Student Users.** Institution may order media to distribute a Product to Students for use in accordance with this agreement. Institution's order for such media must specify the version number of the Product and country of usage. Institution may only use the media received under its Enrollment to distribute Products to eligible student Users. Products may only be distributed in the same media format that Institution receives under its Enrollment. Orders for media must be placed with the reseller named on the Enrollment. Institution may use a third party to complete and process eligible student Users' orders for media under Institution's Enrollment and to distribute such media to eligible student Users. Institution is responsible for the third party's actions. Price and payment terms for media ordered are determined by agreement with Institution's designated reseller. Institution's designated reseller is authorized to purchase media Products from the Microsoft-authorized replicator identified by Microsoft from time to time solely for the purpose of fulfilling orders placed under the Enrollment. Institution's designated reseller may purchase media and documentation from Microsoft-authorized replicators only for those Products available under the Enrollment.

## 6. *Redistribution of Software Updates to Student Users.*

a. **License grant.** Microsoft grants the Organization a limited, non-exclusive, royalty-free, non-assignable, non-transferable, revocable License to distribute Software Updates to Institution's Student Users in accordance with the terms of this section. The Organization's Student Users must use the Software Updates solely for their personal benefit in accordance with the end-user License Agreement ("EULA") with Microsoft included with each Software Update.

b. **Redistribution of Software Updates.** Institution may redistribute Software Updates to its Student Users (1) by electronic means provided that Institution's method of electronic distribution is adequately licensed and incorporates access control and security measures designed to prevent modification of the Software Updates and access by the general public or (2) by acquiring authorized copies on fixed media from a fulfillment source approved by Microsoft.

c. **Limitations.** Institution may not (1) produce or replicate Software Updates onto CDs or other distributable storage media, (2) combine the Software Updates with other non-Microsoft software, (3) distribute any Software Updates as a stand-alone component via email attachment, (4) charge for the Software Updates, other than to recover any reasonable costs incurred in providing the updates to its Student Users; (5) remove, modify, or interfere with the EULA or the EULA acceptance functionality included by Microsoft with any Software Update; or (6) alter the Software Updates in any way. Microsoft is not responsible for any cost related to the acquisition, distribution, or recall of the Software Updates.

d. **Tracking and recall.** Organization must track the quantity and method of distribution of the Software Updates by means that will allow Institution to provide notice of a recall and offer replacements as provided in this subsection. Institution agrees to stop redistributing Software Updates within 10 days of receipt of a notice of recall from Microsoft and within 30 days of that notice Institution agrees to (1) return to Microsoft or destroy all copies of Software Updates in the Organization's possession and (2) notify its Student Users of the recall by the same or similar means in which they were notified of the availability of the Software Updates.

e. **Replacement Software Updates.** If Microsoft makes a replacement Software Update available, Institution agrees to make the replacement available to its Student Users, within 30 days of receipt in the same quantity and method(s) of distribution, if available, as Institution made the original Software Update available. The distribution of replacement Software Updates is subject to the same conditions and restrictions as other Software Updates under this section.

f.  **No warranties.** Notwithstanding anything to the contrary in this agreement, and to the extent permitted by law, Software Updates that Institution redistributes to its Student Users are provided "as is" without any warranties. Institution acknowledges that the provisions of this paragraph with regard to the Software Updates are reasonable considering, among other things, that the Software Updates are complex computer products. Institution further acknowledges that the performance of the Software Updates will vary depending upon hardware, platform and Products interactions, and configurations.

g.  **Exclusion of damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES THAT ARISE OUT OF OR ARE IN ANY WAY RELATED TO INSTITUTION'S REDISTRIBUTION OF THE SOFTWARE UPDATES TO ITS STUDENTS. FURTHERMORE, IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY SUCH DAMAGES BASED DIRECTLY OR INDIRECTLY UPON THE PROVISION OF SOFTWARE UPDATES OR UNAVAILABILITY OF SOFTWARE UPDATES—INCLUDING, WITHOUT LIMITATION, DAMAGES DUE TO BUSINESS INTERRUPTION, LOSS OF PROFITS, REVENUE OR BUSINESS OPPORTUNITY, LOSS OF DATA AND THE LIKE, FAILURE TO MEET ANY DUTY, OR NEGLIGENCE.

h.  **Limitation of liability.** With respect to Institution's redistribution of the Software Updates, the limitation of liability provisions in this agreement shall apply in those situations in which Institution or any User asserts a right to damages or other compensation from Microsoft.

i.  **No support.** Institution understands that Microsoft has no obligation to provide any support for Software Updates that Institution may redistribute to its Student Users, including any benefits accruing from Software Assurance.

j.  **Applicability.** The provisions of this section shall not apply to the distribution of Fixes to Student Users so long as the Fix distributed is for a Product the Students are authorized to run under the Student licensing option. All other redistribution of additional or replacement code to Student Users is subject to the provisions of this section.

## 7.  *Transferring and reassigning Licenses.*

a.  **License transfers.** License transfers are not permitted, except that Institution may transfer only fully-paid perpetual licenses to:

(i)  an Affiliate, or

(ii)  a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (1) a divestiture of part of the Organization or (2) a merger involving any part of the Organization.

Upon such transfer, the divested or merged part of the Organization must uninstall and discontinue using the licensed Product and render any copies unusable.

b.  **Notification of License Transfer.** Institution must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from http://www.microsoft.com/licensing/contracts, and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Institution provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the Licenses being transferred (including, without limitation, the applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.

c.  **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single User or device within the Organization. Licenses and Software Assurance may be reassigned within the Organization as described in the Use Rights.

# 8. Confidentiality.

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand to be confidential, including Customer Data and the terms of Microsoft agreements. The Online Services Terms may provide additional obligations for, and limitations on disclosure and use of, Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without an obligation to keep it confidential, (c) is independently developed, or (d) is a comment or suggestion one party volunteers about the other's business, products or services.

Each party will take reasonable steps to protect the other party's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that information to third parties, except to its employees, Affiliates, contractors, advisors and consultants (collectively, "Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of the discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other party's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of Representatives who have had access to Confidential Information. Each party agrees that use of information in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after the Confidential Information is received.

# 9. Privacy and Compliance with Laws.

a. Institution consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Institution will obtain all required consents from third parties (including Institution's contacts, resellers, distributors, administrators, and employees) under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its contractors maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland.

c. **U.S. Export.** Products, Fixes, and Services Deliverables are subject to U.S. export jurisdiction. Institution must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies.

# 10. Term and termination.

a. **Effective date.** The effective date of this agreement will be the earlier of either the date the agreement is executed by Microsoft or the effective date of the first Enrollment.

b. **Term.** This agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

c. **Termination without cause.** Either party may terminate this agreement without cause upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this agreement.

d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Institution within a reasonable period of time, Microsoft may terminate this agreement and all Enrollments under it. If Institution terminates an Enrollment as a result of a breach by Microsoft, then Institution will have the early termination rights described in the Enrollment.

e. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service in any country or jurisdiction where there is any current or future government requirement or obligation that (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there, (2) presents a hardship for Microsoft to continue operating the Online Service without modification, and/or (3) causes Microsoft to believe these terms or the Online Service may be in conflict with any such requirement or obligation.

f. **Program updates.** Microsoft may make changes to this program that will make it necessary for Institution to enter into a new agreement and Enrollment at the time of an Enrollment renewal.

## 11. *Warranties.*

a. **Limited warranties and remedies.**

(i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Microsoft user documentation for one year from the date Institution is first licensed for that version. If it does not and Institution notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Institution paid for the Software license, or (2) repair or replace the Software.

(ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Institution's use. Institution's remedies for breach of this warranty are in the SLA.

(iii) **Professional Services.** Microsoft warrants that it will perform Professional Services with professional care and skill. If Microsoft fails to do so and Institution notifies Microsoft within 90 days of the date the Professional Services were performed, then Microsoft will either re-perform the Professional Services or return the price Institution paid for them.

The remedies above are Institution's sole remedies for breach of the warranties in this section. Institution waives any breach of warranty claims not made during the warranty period.

b. **Exclusions.** The warranties in this agreement do not cover problems caused by accident, abuse or use in a manner inconsistent with this agreement. including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta Products, or to components of Products that Institution is permitted to redistribute.

c. **DISCLAIMER. Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.**

## 12. Defense of third party claims.

a. **By Microsoft.** Microsoft will defend Institution against any claims made by an unaffiliated third party (1) that any Product, Fix, or Services Deliverable infringes its patent, copyright or trademark or makes unlawful use of its Trade Secret, or (2) that arises from Microsoft's provision of an Online Service in violation of laws applicable to all online services providers. Microsoft will pay the amount of any resulting adverse final judgment or approved settlement. This does not apply to claims or awards based on (i) Customer Data; (ii) non-Microsoft software; (iii) modifications to a Product, Fix, or Services Deliverable Institution makes or any specifications or materials Institution provides; (iv) the Organization's combination of a Product, Fix or Services Deliverable with (or damages based on the value of) a non-Microsoft product, data, or business process; (v) the Organization's use of a Microsoft trademark without express, written consent or the use or redistribution of a Product, Fix, or Services Deliverable in violation of this agreement; (vi) the Organization's continued use of a Product, Fix, or Services Deliverable after being notified to stop due to a third party claim; or (vii) Products, Fixes, or Services Deliverables provided free of charge.

b. **By Institution.** Institution will defend Microsoft against any claims made by an unaffiliated third party that:

(i) any Customer Data or non-Microsoft software Microsoft hosts on Institution's behalf infringes the third party's patent, copyright, or trademark or makes unlawful use of its Trade Secret; or

(ii) arises from use of an Online Service in violation of applicable laws and regulations; a violation of the legal rights of others; or unauthorized access to or disruption of any service, data, account, or network in connection with the use of the Online Services.

Institution will pay the amount of any adverse final judgment or approved settlement resulting from a claim covered by this section 12(b).

c. **Rights and remedies in case of possible infringement or misappropriation.** If Microsoft reasonably believes that a claim under this section may result in a legal bar prohibiting the Organization's use of the Product, Fix, or Services Deliverable, Microsoft will seek to obtain the right for the Organization to keep using it or modify or replace it with a functional equivalent, in which case the Organization must discontinue use of the prior version immediately. If these options are not commercially reasonable, Microsoft may terminate the Organization's right to the Product, Fix, or Services Deliverable and refund any amounts Institution has paid for those rights to Software, Fixes, and Services Deliverables and, for Online Services, any amount paid for a usage period after the termination date.

d. **Other terms.** The party being defended under this section 12 must notify the other party promptly of any claim subject to the section, give the other party sole control over the defense or settlement, and provide reasonable assistance in defending the claim. The party providing the protection will reimburse the other party for reasonable out of pocket expenses that it incurs in providing assistance. Any settlement must be approved in writing by the defending party. The remedies provided in this section 12 are the exclusive remedies for the claims described in this section.

## 13. Limitation of liability.

For each Product, each party's maximum, aggregate liability to the other under this agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Institution was required to pay for the applicable Products or Professional Services during the term of this agreement, subject to the following:

a. **Online Services.** For Online Services, Microsoft's maximum liability to Institution for any incident giving rise to a claim will not exceed the amount Institution paid for the Online Service during the 12 months before the incident.

b. **Free Products and Distributable Code.** For Products and Professional Services provided free of charge and code that Institution is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, including loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.

d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

## 14. *Verifying compliance.*

a. **Right to verify compliance.** Institution must keep accurate and complete records relating to all use and distribution of Products by the Organization. Microsoft has the right, at its expense, to verify the Organization's compliance with the License terms for the Products.

b. **Verification process and limitations.** Microsoft will provide institution at least 30 days' notice of its intent to verify compliance. Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Institution's operations. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Institution must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products Institution hosts, sublicenses, or distributes to third parties. Institution agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit. Any information collected in the self-audit will be used solely for purposes of determining compliance.

c. **Remedies for noncompliance.** If verification reveals any unlicensed use or distribution, then within 30 days, (1) Institution must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Institution must reimburse Microsoft for the costs Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Institution price level. The unlicensed use percentage is based on the total number of Licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Institution to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other means permitted by law.

d. Additionally, Institution must use reasonable efforts to make Users aware of the terms and conditions upon which they are allowed to run the Products. Accordingly, Institution must:

   (i) Notify all Users in advance of running the Products that:

   1) their use of the Products is subject to the terms of this agreement, including but not limited to limitations on liability, disclaimer of warranties and exclusion of remedies;

   2) they are allowed to run the Products only during the Licensed Period;

   3) if this agreement is terminated, or an Enrollment expires and Institution does not purchase perpetual Licenses for the Products ordered under the Enrollment, then all Products run under this agreement or the applicable Enrollment must be deleted when the Licensed Period expires or is otherwise earlier terminated, whichever is first;

   (ii) Periodically publish in an Organization-wide publication and applicable web sites a reference to the location (either physical or on a computer network) where they can view

the Product Terms and Use Rights. Microsoft publishes a copy of the Product Terms and Use Rights at http://www.microsoft.com/licensing/;

**(iii)** Notify Microsoft immediately if Institution becomes aware of any actual or potential violation of this agreement; and

**(iv)** Provide all reasonable assistance and cooperation Microsoft requests to investigate and remedy any unauthorized use of the Products by Users.

If Institution complies with this section, Institution will not be responsible for Student Users' failure to comply with the terms of this agreement.

## 15. *Miscellaneous.*

a. **Notices.** Notices to Microsoft must be sent to the Microsoft address on the signature form with a copy sent to the address below. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Institution about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Institution. Emails will be treated as delivered on the transmission date.

| A copy of each notice should be sent to: |
| --- |
| Microsoft Corporation<br>Legal and Corporate Affairs<br>Volume Licensing Group<br>One Microsoft Way<br>Redmond, WA 98052<br>USA |

b. **Assignment.** Either party may assign this agreement to an Affiliate, but it must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the other party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.

c. **Severability.** If any provision in this agreement is found unenforceable, the balance of the agreement will remain in full force and effect.

d. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

e. **Dispute resolution.** When bringing an action to enforce this agreement, the parties agree to the following venues:

**(i)** If Microsoft brings the action, the venue will be where Institution has its headquarters;

**(ii)** If Institution brings the action related to Professional Services performed by Microsoft, the venue will be where the Microsoft Affiliate delivering the Professional Services has its headquarters. For all other actions, (1) if Institution brings the action with any Microsoft Affiliate located outside of Europe, the venue will be the State of Washington, USA; and (2) if Institution brings the action with any Microsoft Affiliate located in Europe, the venue will be Ireland.

This choice of venue does not prevent either party from seeking injunctive relief in any appropriate jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations.

f. **Survival.** All provisions survive termination or expiration of this agreement except those requiring performance only during the term of the agreement.

g. **This agreement is not exclusive.** Institution is free to enter into agreements to license, use, or promote non-Microsoft software or services.

h. **Applicable law.** If this agreement is entered into with a Microsoft Affiliate located outside of Europe, the agreement will be governed by and construed in accordance with the laws of the State of Washington and federal laws of the United States. If this agreement is entered into with a Microsoft Affiliate located in Europe, the agreement will be governed by and construed in accordance with the laws of Ireland. Any dispute arising out of or in relation to Professional Services will be governed by the law of the jurisdiction where the Microsoft Affiliate delivering the Professional Services is organized. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this agreement.

i. **Microsoft as independent contractor.** The parties are independent contractors. Institution and Microsoft each may develop products independently without using the other's Confidential Information.

j. **Use of contractors.** Microsoft may use contractors to perform services but will be responsible for their performance subject to the terms of this agreement.

k. **Amendments.** Any amendment to this agreement must be executed by both parties, except that Microsoft may change the Product Terms and Use Rights from time to time in accordance with the terms of this agreement. Any conflicting terms and conditions contained in Institution's purchase order will not apply. Microsoft may require Institution to sign a new agreement or an amendment before entering into a new Enrollment.

l. **Professional Services payment terms.** Institution agrees to pay all fees related to Professional Services within 30 days of the date of invoice, unless another agreement applicable to the Professional Services provides otherwise. Microsoft may assess a finance charge of the lesser of 18% per annum, accrued, calculated and payable monthly, or the highest amount allowed by law, on all past due amounts due to Microsoft. Microsoft will have no obligation to continue to provide Professional Services if Institution fails to make timely payment.

m. **Taxes.** If any amounts are to be paid to Microsoft, the amounts owed are exclusive of any taxes. Institution shall pay all value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges, or surcharges and other similar taxes; and any regulatory cost recovery and other surcharges that are owed under this agreement and that Microsoft is permitted to collect from Institution. Institution shall be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay, including any taxes that arise on the distribution or provision of Products or Professional Services by Institution to the Organization. Microsoft shall be responsible for payment of all taxes based upon its net income or property ownership.

If any taxes are required to be withheld on payments made to Microsoft, Institution may deduct such taxes from the amount owed and pay them to the appropriate taxing authority, but only if Institution promptly provides Microsoft an official receipt for those withholdings and other documents reasonably requested to allow Microsoft to claim a foreign tax credit or refund. Institution will ensure that any taxes withheld are minimized to the extent possible under applicable law.

n. **Calendar days.** Any reference in this agreement to "day" will be a calendar day, except references that specify "business day."

o. **Management and reporting.** Institution must provide and manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center web site (or its successor site) at https://www.microsoft.com/licensing/servicecenter. On the effective date of this agreement and any Enrollments, the contact(s) Institution has

identified for this purpose will be provided access to this site and may authorize additional users and contacts.

p. **Order of precedence**. In the case of a conflict between any documents in this agreement that is not expressly resolved in the documents, their terms will control in the following order, from highest to lowest priority: (1) this Campus and School Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this agreement, and (6) any other documents in this agreement. Terms in an amendment control over the amended document and any prior amendments, concerning the same subject matter.

q. **FERPA**. Upon receipt of a judicial order or lawfully issued subpoena requiring the disclosure of personally identifiable information from education records related to Institution in Microsoft's possession, Microsoft or an Affiliate of Microsoft will attempt to redirect the request to Institution. If compelled to disclose personally identifiable information from education records related to Institution to a third party, Microsoft will use commercially reasonable efforts to notify Institution in advance of a disclosure unless legally prohibited. Institution understands that Microsoft may have no or limited contact information for Institution's students and students' parents in its possession. Consequently, Institution will convey notification on behalf of Microsoft to students (or, with respect to a student under 18 years of age and not in attendance at a postsecondary institution, to the student's parent) of such an order or subpoena as may be required under applicable law.

# School Subscription Enrollment

| | |
|---|---|
| Campus & School Agreement number<br>*(Microsoft Affiliate or Reseller to complete)* | |
| Subscription Enrollment number<br>*(Microsoft Affiliate to complete)* | |

| | |
|---|---|
| Previous Subscription Enrollment Number<br>(if applicable)<br>*(Reseller to complete)* | |

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

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The School Subscription program gives Institution the right, during the Licensed Period, to have Institution and Institution's Users run Microsoft software on Institution's eligible PCs. Institution's Users may include members of the public who access PCs that remain in Institution's open access lab(s) or libraries. Institution may not permit remote access to software installed on open access PCs. Institution may choose to enroll one or more entire schools in a district.

**Non-exclusivity.** This Enrollment is non-exclusive. Nothing contained in it requires Institution to license, use, or promote Microsoft software or services exclusively. Institution may enter into agreements with other parties to license, use, or promote non-Microsoft software or services.

**Definitions.** The term "eligible PCs" means all of the Pentium III, iMac G3, or equivalent or better PCs in the Institution, plus any additional PCs on which Institution chooses to run any of the software. All terms used but not defined in this Enrollment are located at http://microsoft.com/licensing/contracts.

## 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 * indicates required fields. Microsoft may disclose contact information as necessary to administer this Enrollment.

**a. Primary contact information.** The Institution signing this Enrollment 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)* City of Riverside
Contact name* First Arlene, Last Yazzie
Contact email* ayazzie@riversideca.gov
Street address* 3900 Main Street
City* Riverside, State/Province* CA Postal code* 92522-0001
Country* USA
Phone* 9513516091 Fax
Tax ID

**b. Notices and online access contact information.** Complete this only if Institution wants to designate a notices and online contact different than 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* City of Riverside
Contact name* First Lea, Last Deesing
Contact email* ldeesing@riversideca.gov

Street address* 3900 Main Street
City* Riverside, State/Province* CA Postal code* 92522-0001
Country* USA
Phone* 9518265109 Fax

☐ This contact is a third party (not the Institution)
Warning: This contact receives personally identifiable information of the Institution.

c.  **Online services administrator.**  This person will receive communications concerning registration for online services ordered under this Enrollment.

Name of entity*  City of Riverside
Contact name*  First  Arlene Last  Yazzie
Contact email*  ayazzie@riversideca.gov
Street address*  3900 Main Street
City*  Riverside, State/Province*  CA Postal code*  92522-0001
Country*  USA
Phone*  9513516091  Fax

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

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

Microsoft account manager name:
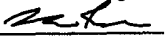Microsoft account manager Email address:

f.  **Reseller information**

Reseller company name*  Insight Direct USA, Inc (61548062)
Street address (PO boxes will not be accepted)*  6820 S Harl Ave
City*  Tempe, State / Province*  AZ and postal code*  85283
Contact name*  Software Contract Support-
Phone*  866-466-8990  Fax
Email address*  contractsupport@insight.com

The undersigned confirms that the information is correct

| |
|---|
| Name of Reseller*  Insight Direct USA, Inc (61548062) |
| Signature* Jen Row ( Jun 12, 2017) |
| Printed name*  Jen Row |
| Printed title*  Software Contracts Support |
| Date*  Jun 12, 2017 |

**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*  Ingram Micro
Street address (PO boxes will not be accepted)*  1759 Wehrle Drive
City and postal code*  14221-7033
Country*  USA
Contact name*  School, Campus

Phone* 800-456-8000  Fax
Email address* **campusschool@ingrammicro.com**

## 2. *Designate participating school(s).*

Participating schools must belong to the same school district.  Each participating school must enroll all its eligible PCs.

Please select only one of the following two options:

| | | | |
|---|---|---|---|
| ☒ | Only Institution is participating in this Enrollment (please continue on to Section 3) | ☐ | Institution and one or more schools in Institution's district are participating in this Enrollment (please continue below) |

If Institution is enrolling one or more schools in a district, please provide the school names below. If additional space is needed, add an additional sheet of paper.

| List of participating schools |
|---|
| *(please fill with the names of the schools participating in this Enrollment)* |
| |
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## 3. *Designate eligible PCs.*

Please indicate the total number of eligible PCs under this Enrollment (including PCs of all participating schools).  The number of copies for each software product in Institution's faculty and staff initial order must be equal to the number shown in the table below.

## Eligible PCs

| Eligible PCs | 386 |
|---|---|

## 4. Student full-time equivalent (FTE) option.

The student FTE option gives Institution's students the right to run software on their own PCs or school-owned PCs that are assigned for individual, dedicated student use. The number of copies of each software product in Institution's student initial order must be equal to the number shown in the table below.

Please select only one of the following two options:

| ☐ | Institution selects the student FTE option *(please complete table below)* | ☒ | Institution **does not** select the student FTE option *(please continue to section 5)* |
|---|---|---|---|

## Student FTE option

| Total number of students to enroll: | |
|---|---|

## 5. Establishing Enrollment unit count and price level.

Microsoft assigns units to each software product available in this program. Institution can verify the units assigned to each software product in the Product Terms located at http://microsoft.com/licensing/. Institution can use the "Standard School Qualification and Manual Order Form" as a reference to obtain the total units for Institution's Enrollment and total units for the student FTE option (if applicable).

**Institution agrees that the minimum number of software units being ordered under this Enrollment is equal to or greater than 300 units. If Institution chose the Student FTE Option, Institution agrees that the minimum number of software units being ordered under this Enrollment for the student FTE option is equal to or greater than 300 units. This qualification must be met with the first order placed under this Enrollment. Price level B is only available for some Products.**

Please select only one of the following two options:

| ☒ | Unit count is at least 300 units *(Price Level A for all Products)* | ☐ | Unit count is at least 300 units and total Eligible PCs is greater than 2,500 *(Price Level B for some Products)* |
|---|---|---|---|

## 6. Licensed period.

Please select only one of the following two options:

| ☒ | One Year Licensed Period | ☐ | Three Year Licensed Period |
|---|---|---|---|

This Enrollment will remain in effect during the Licensed Period. The Licensed Period begins on the date of Microsoft's email to Institution confirming Microsoft's acceptance of this Enrollment and expires after 12 full calendar months for a one-year Licensed Period, or 36 full calendar months for a three-year Licensed Period, unless earlier terminated or extended (as applicable) as provided in the agreement.

As stated in the agreement, one-year Licensed Periods may be extended by placing an extension order. The terms of Institution's agreement and Enrollment will govern any extensions of a one-year Licensed Period.

## 7. Qualifying systems Licenses.

All operating system licenses provided under this program are upgrade Licenses. **No full operating system licenses are available under this program.**

Therefore, all qualified desktops on which Institution will run the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product Terms at http://microsoft.com/licensing/contracts.

## 8. End of Enrollment term and termination.

a. **General.** Microsoft will notify Institution in writing prior to the 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 enter into a new agreement prior to extending or submitting new Enrollment. Each Licensed Period will start the day following the expiration of the prior Licensed Period.

b. **Renewal option.**

   (i) **One-year Licensed Period.** Institution may elect to extend an initial one-year Licensed Period for (1) up to five consecutive terms of 12 full calendar months or (2) one term of 36 full calendar months.

   (ii) **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. **If Institution elects not to renew.**

   (i) **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. To exercise its buy-out option, Institution must submit a buy-out order no more than 30 days prior to expiration of the Enrollment. The expiration date will be the invoice date for the buy-out order. The buy-out option is not available for Products licensed under the Student licensing option. Except as specifically provided otherwise in the Use Rights, perpetual Licenses acquired through the buy-out option are device Licenses. For example, a License is required for each PC on which Institution desires to run Office.

   (ii) **Expiration of Enrollment.** Institution may allow the Enrollment to expire. If the Enrollment expires, all software Products must be uninstalled and destroyed, and Organization must discontinue use. Because all Licenses acquired under this agreement are temporary, Institution will not be eligible to obtain Software Assurance for those Licenses under any other Microsoft Volume licensing program without first acquiring a perpetual License or License and Software Assurance (L&SA).

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.** If Institution terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Institution's Reseller a credit for any amount paid in advance for the period after termination.

# Supplemental Terms and Conditions for Online Services

If Institution orders Online Services, these Online Services Supplemental Terms and Conditions ("Supplemental Terms") update the terms of the Agreement and/or Enrollment, as applicable.

## 1. Definitions.

Capitalized terms used but not defined herein shall have the meanings given them in the Agreement and/or Enrollment. The following definitions replace or supplement the definitions in the Agreement and/or Enrollment, as appropriate:

"Institution Data" means all data, including all text, sound, software, or image files that are provided to Microsoft by, or on behalf of, Institution through Institution's use of the Online Services.

"Online Services" means the Microsoft-hosted services identified in the Online Services section of the Product Terms.

"Product" means all products identified on the Product Terms, such as all software, Online Services and other web-based services, including pre-release or beta versions. Products may be available under programs that vary by region.

"Service Level Agreement" means the document specifying the standards to which Microsoft agrees to adhere and by which it measures the level of service for an Online Service.

## 2. Limited Warranty for Online Services.

Microsoft warrants that the Online Services will perform in accordance with the applicable Service Level Agreement. This limited warranty is for the duration of Institution's use of the Online Service, subject to the notice requirements in the applicable Service Level Agreement.

If Microsoft fails to meet this limited warranty and Institution notifies Microsoft within the warranty period, then Microsoft will provide the remedies identified in the Service Level Agreement for the affected Online Service. These are Institution's only remedies for breach of the limited warranty, other than remedies required to be provided under applicable law.

This limited warranty is subject to the following limitations:

    a. the limited warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with the Agreement and/or Enrollment, as applicable, or the Product Use Rights, or resulting from events beyond Microsoft's reasonable control;

    b. the limited warranty does not apply to components of Products that Institution is permitted to redistribute;

    c. the limited warranty does not apply to free, trial, pre-release, or beta products; and

    d. the limited warranty does not apply to problems caused by the failure to meet minimum system requirements.

**OTHER THAN THIS LIMITED WARRANTY, MICROSOFT PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. MICROSOFT DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT. THESE DISCLAIMERS APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM. Any warranties, guarantees, or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty.**

## 3. Institution's agreement to protect.

Institution will defend Microsoft against any claims made by an unaffiliated third party that:

a. any Institution Data or non-Microsoft software Microsoft hosts on Institution's behalf infringes the third party's patent, copyright, or trademark or makes unlawful use of its Trade Secret; or

b. arises from a violation of the Acceptable Use Policy, which is described in the Product Use Rights.

Institution must pay the amount of any resulting adverse final judgment (or settlement to which Institution consents). This section provides Microsoft's exclusive remedy for these claims.

Microsoft must notify Institution promptly in writing of a claim subject to this section. Microsoft must (1) give Institution sole control over the defense or settlement of such claim and (2) provide reasonable assistance in defending the claim. Institution will reimburse Microsoft for reasonable out of pocket expenses that it incurs in providing assistance.

## 4. Limitation on liability.

To the extent permitted by applicable law, the total liability of each party, including its Affiliates and its contractors, for all claims arising under the Agreement is limited to direct damages up to the amount Institution was required to pay for the Online Service during the 12 months before the cause of action arose; provided that in no event will a party's aggregate liability for any Online Service exceed the amount paid for that Online Service under the applicable Enrollment. In the case of Online Services provided free of charge, or code that Institution is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages and capped at U.S. $5,000. These limitations apply regardless of whether the asserted liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, the limitations in this section will not apply to:

a. Microsoft's obligations under the section of the Agreement titled "Defense of infringement, misappropriation, and third party claims" or Institution's obligations under the section of these Supplemental Terms titled "Institution's agreement to protect";

b. liabilities arising out of any breach by either party of its obligations under the section of the Agreement entitled "Confidentiality", except that Microsoft's liability arising out of or in relation to Institution Data shall in all cases be limited as provided above for the applicable Online Service; and

c. a violation by either party of the other party's intellectual property rights.

**TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES OR CONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF (1) ITS CONFIDENTIALITY OBLIGATIONS (EXCEPT TO THE EXTENT THAT SUCH VIOLATION RELATES TO INSTITUTION DATA), (2) THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR (3) OBLIGATIONS IN THE SECTION OF THE AGREEMENT TITLED "DEFENSE OF INFRINGEMENT, MISAPPROPRIATION, AND THIRD PARTY CLAIMS" OR INSTITUTION'S OBLIGATIONS IN THE SECTION OF THESE SUPPLEMENTAL TERMS TITLED "INSTITUTION'S AGREEMENT TO PROTECT."**

## 5. Applicability of Supplemental Terms.

These Supplemental Terms apply only to Institution's purchase and use of Online Services. Services (e.g., consulting or professional services) and Products other than Online Services remain subject to the terms

of the Agreement and/or the Enrollment, as applicable, and any terms referenced therein.  In the case of any conflict between these Supplemental Terms and the terms and conditions of the Agreement and/or Enrollment that are not expressly resolved by their terms, these Supplemental Terms control.

■ Microsoft                                    Volume Licensing

# Amendment to Contract Documents

| 000-cgodfrey-E-739 |

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.

# School Subscription Enrollment

# Amendment ID CTM

1. Notwithstanding anything to the contrary in the Enrollment, both parties to the Enrollment have agreed for their mutual benefit, that the Enrollment will have an effective date other than the date it is signed by Microsoft. Therefore, the effective date of the Enrollment will be May 1, 2017.

2. Conditioned upon Microsoft Licensing receiving this signed amendment and accompanying order(s) for the below outlined product on or before June 16, 2017, the following section entitled "One-time Uplift" will be added to the subscription Enrollment:

   **One-time Uplift**

   Microsoft will uplift the Institution's Reseller invoice for an **additional 36-months** to account for past usage and coverage periods that have not been invoiced. The usage date for the initial order will be May 1, 2017 thru April 30, 2018. The price list referenced used for this order will be May 2017.

   For the avoidance of doubt, the uplifted pricing reflected below will address the period of usage from May 1, 2014 through April 30, 2018.

| Part Number | Item Name | Program Offering | Quantity | ERP | Uplifted for additional 36 months | Currency |
|---|---|---|---|---|---|---|
| C28-00002 | DsktpSchool ALNG LicSAPk MVL | FAC | 386 | $ 53.00 | $ 212.00 | USD |
| 9EA-00039 | WinSvrDCCore ALNG LicSAPk MVL 2Lic CoreLic | ACP | 28 | $ 46.00 | $ 184.00 | USD |

Resellers pay a net price to purchase Products from Microsoft; that price may be lower than the Estimated Retail Price for the Products. For this Enrollment, Microsoft provided Institution's Reseller an additional discount off the Reseller's net price, and that additional discount is shown in the table below. Institution's actual final price and currency will be established by a separate agreement between Institution and its Reseller.

Your actual price and payment terms will be determined by separate agreement between you and your reseller.

**Reseller acknowledgement**

**Name of Reseller**  Insight Direct USA, Inc
**Printed Name**  Jen Row
**Printed Title**  Software Contracts Support
**Date**  Jun 12, 2017

| Reseller Signature | *[signature]* |
|---|---|
| | Jen Row (Jun 12, 2017) |

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

| **This Amendment must be attached to a signature form to be valid.** |
|---|

**Microsoft Internal Use Only:**

| CA_Riverside Library - June2017.docx | CTM | CTM-CPT-CPC-CTC-EDM | BD |
|---|---|---|---|

## MICROSOFT CORPORATION

### Power of Attorney (Contract Execution)

### DATED 1 JULY 2016

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### POWER OF ATTORNEY

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**BY THIS POWER OF ATTORNEY** effective July 1, 2016, **Microsoft Corporation**, a company incorporated and registered in the state of Washington with number 600413485 and having its registered office at 925 Fourth Avenue, Suite 2900, Seattle, Washington (**"Microsoft"**) **HEREBY:**

1. Appoints the persons listed in Schedule 2 (the **"Initial Attorneys"**) and such persons, if any, as may be added to Schedule 3 as additional attorneys in accordance with the provisions of Section 6 hereof (the **"Additional Attorneys"**) (the **"Initial Attorneys"** and the **"Additional Attorneys"** referred to collectively as the **"Attorneys"**) as Microsoft's true and lawful attorney for and on behalf of Microsoft and in the name of Microsoft and as Microsoft's act and deed to sign on behalf of Microsoft the execution pages of the agreements, contracts, certificates, instruments and other documents listed in Schedule 1 (collectively the **"Documents"** and individually a **"Document"**) and as the same may be updated and amended from time to time in accordance with the provisions of Section 6 hereof.

2. Declares that the Attorneys may take all actions authorised hereunder.

3. Declares that any and all Actions that shall be done or taken by the Attorneys by virtue of this Power of Attorney, shall be as good, valid and effectual to all intents and purposes whatsoever as if they had been done or taken by Microsoft.

4. Ratifies and confirms and agrees to ratify and confirm from time to time and at all times whatever Actions the Attorneys shall do or take by virtue of this Power of Attorney and all Documents in respect of which such Actions are done or taken.

5. Declares that this Power of Attorney shall be effective from July 1$^{st}$ 2016 and shall, in any event, lose its validity and cease to be effective after June 30$^{th}$ 2017

6. Declares that:-

    (a) Additional Attorneys (together with their related details for the purposes of Schedule 2) may be added to Schedule 3; and

    (b) the list of Documents in Schedule 1 may be updated and amended so as to include the Documents in respect of such Additional Attorneys; and

    (c) the list of Documents in Schedule 1 may be updated and amended so as to

Include the Documents in respect of any Attorneys

by any director of Microsoft executing an amendment to this Power of Attorney in the form of the amendment document attached hereto as Schedule 3 (the "**Additional Attorney Appointment Amendment**")."

7.  Declares that this Power of Attorney may as regards any Attorney be revoked at any time by Microsoft and that such revocation shall be evidenced by any director of Microsoft executing an amendment to this Power of Attorney in the form of the amendment document attached as Schedule 4 (the "**Attorney Revocation Amendment**").

8.  Declares that this Power of Attorney shall comprise this Power of Attorney and any and all Additional Attorney Appointment Amendments and any and all Attorney Revocation Amendments executed by a director of Microsoft in accordance with the provisions hereof.

9.  Declares that this Power of Attorney shall in all respects be governed by and construed in accordance with the laws of Washington State.

**IN WITNESS WHEREOF** Microsoft has duly executed this Power of Attorney in the manner hereinafter appearing on the date first above written.

**SIGNED** for and on behalf of
**Microsoft Corporation**

Benjamin Orndorff
Assistant Secretary

ACCEPTED BY ARVATO FINANCE SERVICES LIMITED:

I accept this Power of Attorney and confirm the attorney appointments are approved to operate as Attorneys as stated herein and in accordance with contracts in place with Microsoft.

BY: _____

TITLE: Regional Business Manager

DATED: 7-7-16

## Schedule 1 to Power of Attorney
### Documents

| VOLUME LICENCING PROGRAMS AND DOCUMENTS |
|---|
| All Agreements, Enrolments, Documents, Forms, Amendments, CPS Channel/Customer Price sheets) and letters relating to the following: |
| |
| Academic |
| AOS |
| Courseware |
| Enterprise & Enterprise Subscription |
| Enrolment for Core Infrastructure (ECI) |
| Enrolment for Application Platform (EAP) |
| HVMS |
| Industry Device Program (IDP) |
| ISV |
| MS Donation |
| MS Finance |
| MSPress |
| Open Business |
| OV/OVS |
| FPP |
| US Gov |
| SCE |
| Select/ Select Plus |
| SPLA |
| UPC |
| VBA/VSTA |
| VSPP |
| GGWA-LO |
| SAS forms for Direct ISV Royalty Partners |
| EBU (Entertainment) |
| IP&L (Intellectual Property & Licensing) |
| **OEM** |
| All documents for : |
| eCLA |
| Windows BG Retail Featured PC (VIP) Program |
| Windows BG Co-marketing Program |
| Windows BG PC Offers Program |
| Windows Store Offers Program |

| |
|---|
| Windows BG Revenue Adjustments Programs |
| All documents for AR, Royalty, Embedded Direct, Embedded Disti, Embedded Mobility, Embedded BingMaps, Embedded CMT, ODR, MAR, and MAR LOGO = Microsoft Authorized Refurbisher LOGO Agreement |
| Excluding: SMA's = Statement of Marketing Activities not in United States or India<br>NDA = Non-Disclosure Agreement |

## ENTERPRISE SERVICES

| |
|---|
| |
| MBSA (Tier 1) |
| Master Services Agreement (Tier 1) |
| Microsoft Services Agreement (Tier 2) |
| Microsoft Premier Services Description (Tier 3) |
| Microsoft Premier Services Description Schedule: Fee and Named Contacts (Tier 3) |
| Miscellaneous Exhibits Associated with the above "Microsoft Premier Services Description (Tier 3) |
| MCS – Work Order (Tier 3) |
| |

## MICROSOFT BUSINESS SOLUTIONS DOCUMENTS

| |
|---|
| All MBS agreements, documents, forms, addenda and amendments including: |
| |
| Distribution Agreement |
| Distribution Reseller Agreement |
| Services Provider Licensing Agreement (SPLA) |
| Termination Letters |

## CHANNEL CONTRACTS

| |
|---|
| |
| Agreements, Amendments, Contracts, Documents, Forms, & Letters including: |
| |
| Channel /Reseller Framework Agreements |
| |
| Program Authorizations (LAR, Disti, SPLAR) |
| Channel Incentive Campaign & Rebate Agreements |
| Internal Use Rights (IUR) Agreements |
| Program Designation Forms |
| Non-Renewal Letters |
| Extension Letters |
| COCP Requests |

## Other Documents

| |
|---|
| |
| Canadian Government RFP response docs |
| |

# Schedule 2
## Power of Attorney
## Authorized POA List

| Name | Team |
|---|---|
| **Authorization for 1010 and 1429, Open/Emerging, OLS, EA, Select, CASA, Gov, Orders, Services, Channel, MBS, OEM** | |
| Gillian Blair | EA, Select, CASA, Gov, Orders |
| Kay Culver | EA, Select, CASA, Gov, Orders |
| Ashley Duke | EA, Select, CASA, Gov, Orders |
| Michelle Bai | EA, Select, CASA, Gov, Orders |
| Juana Rubalcaba | EA, Select, CASA, Gov, Orders, Open Emerging |
| Fabio Dasilva | EA, Select, CASA, Gov, Orders, Open Emerging |
| Courtney Savage | EA, Select, CASA, Gov, Orders |
| Debbie Dulaney | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel, MBS, Services |
| Jennifer Donaldson | EA, Select, CASA, Gov, Orders |
| Christie Jackson | EA, Select, CASA, Gov, Orders |
| Lorena Linares | EA, Select, CASA, Gov, Orders |
| Lupe Lotulelei | EA, Select, CASA, Gov, Orders |
| Mary Ann Holland | EA, Select, CASA, Gov, Orders, Channel |
| Shirley Snyder | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel, MBS, Services |
| Sharon Odriozola | EA, Select, CASA, Gov, Orders, Open Emerging |
| Juana Rubalcaba | EA, Select, CASA, Gov, Orders, Open Emerging |
| Russell Ames | EA, Select, CASA, Gov, Orders, Open Emerging |
| Callie Savage | EA, Select, CASA, Gov, Orders, Open Emerging |
| Thomas Swihart | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel, MBS, Services |
| John Ager | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel, MBS, Services |
| Stephen Harlan | EA, Select, CASA, Gov, Orders, Open/Emerging, Channel |
| Tara Hartsoch | EA, Select, CASA, Gov, Orders |
| Alex Groden | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel, MBS, Services |
| Amber Hundson | EA, Select, CASA, Gov, Orders, Open/Emerging |
| Kaylyn Owens | EA, Select, CASA, Gov, Orders, Open/Emerging, Channel |
| Ferdy Aguirre | EA, Select, CASA, Gov, Orders |

| | |
|---|---|
| Sonia Ramirez | EA, Select, CASA, Gov, Orders |
| Dante Triplett | EA, Select, CASA, Gov, Orders |
| Lisenia Howard | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel, MBS, Services |
| Brandon Sweitzer | EA, Select, CASA, Gov, Orders |
| Rebecca Kamel | EA, Select, CASA, Gov, Orders |
| Lauren Laughton | EA, Select, CASA, Gov, Orders |
| Amy Buchanan-Rodriguez | Services |
| Nayeli Medellin | EA, Select, CASA, Gov, Orders, Channel |
| Josh Lundin | EA, Select, CASA, Gov, Orders |
| Faith Foster | EA, Select, CASA, Gov, Orders |
| Michelle Frantz | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel, MBS, Services |
| Daniel Alcantar Ayala | EA, Select, CASA, Gov, Orders |
| William Smith | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel, MBS, Services |
| Kelly James | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel, MBS, Services |
| Julie Davis | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel, MBS, Services |
| Lena Juarez | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel, MBS, Services |
| Andrea Montgomery | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel, MBS, Services |
| Victoria Clarke | EA, Select, CASA, Gov, Orders |
| Angelica Ramirez | EA, Select, CASA, Gov, Orders, Open/Emerging |
| Kaila Ngirailild | EA, Select, CASA, Gov, Orders, Channel |
| Deb Forney | EA, Select, CASA, Gov, Orders, Open/Emerging, Channel |
| Julie Pintor | EA, Select, CASA, Gov, Orders, Open/Emerging, Channel |
| Stefanie Bousquet | EA, Select, CASA, Gov, Orders, Open/Emerging |
| Luis Cisterna | EA, Select, CASA, Gov, Orders, Open/Emerging |
| Geraldine Parada | EA, Select, CASA, Gov, Orders, Open/Emerging |
| Callie Moore | EA, Select, CASA, Gov, Orders, Open/Emerging |
| Brenda Salazar | EA, Select, CASA, Gov, Orders, Open/Emerging |
| Brianna Tholl | EA, Select, CASA, Gov, Orders, Open/Emerging |
| Phillip Kobielush | EA, Select, CASA, Gov, Orders, Channel |
| Erik Peterson | EA, Select, CASA, Gov, Orders, Channel |
| Brianna Frantz | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel, MBS, Services |

| | |
|---|---|
| Claudia Servin | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel, MBS, Services |
| Vanessa Herrera | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel, MBS, Services |
| Banessa Burgos | EA, Select, CASA, Gov, Orders |
| Julie Jordan | EA, Select, CASA, Gov, Orders |
| Kyle Perez | EA, Select, CASA, Gov, Orders |
| Cassandra Drace | EA, Select, CASA, Gov, Orders |
| Audrina McNeil | EA, Select, CASA, Gov, Orders |
| Will Soules | EA, Select, CASA, Gov, Orders, Channel |
| Denise Martinez | EA, Select, CASA, Gov, Orders, Services, Channel |
| Greyson Shane | EA, Select, CASA, Gov, Orders |
| Lillian Villareal | EA, Select, CASA, Gov, Orders |
| Mary Daane | EA, Select, CASA, Gov, Orders |
| Fahad Razzaq | EA, Select, CASA, Gov, Orders |
| Roberto Cifuentes | EA, Select, CASA, Gov, Orders |
| Jeff Sramek | EA, Select, CASA, Gov, Orders, Open/Emerging |
| Ted Lienhard | EA, Select, CASA, Gov, Orders |
| Mark Lucas | EA, Select, CASA, Gov, Orders |
| Laura Wells | EA, Select, CASA, Gov, Orders |
| Dakota Bell | EA, Select, CASA, Gov, Orders |
| Jeannette Spradley | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel |
| Guillermo Quiej | EA, Select, CASA, Gov, Orders |
| Alex Vazquez | EA, Select, CASA, Gov, Orders |
| Pamela Willard | EA, Select, CASA, Gov, Orders |
| Ivette Mora | EA, Select, CASA, Gov, Orders |
| Suzanna Hartman | EA, Select, CASA, Gov, Orders |
| Teresa Brown | EA, Select, CASA, Gov, Orders |
| Denise Myrick | EA, Select, CASA, Gov, Orders |
| Robin Koshy | EA, Select, CASA, Gov, Orders |
| Aubree Dearing | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel |
| Patricia Gotera | EA, Select, CASA, Gov, Orders |
| Sylviette Lewis | EA, Select, CASA, Gov, Orders |
| Stephanie Zwischenberger | EA, Select, CASA, Gov, Orders |
| Jessica Francom | EA, Select, CASA, Gov, Orders |
| Tiomai Poloa | EA, Select, CASA, Gov, Orders |
| Mia Suan | EA, Select, CASA, Gov, Orders |
| Nastassia LeSure | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel |

| | |
|---|---|
| Kassidy Bowen | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel |
| Jennifer Lane | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel |
| Tiffanie Jarret | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel |
| Jose Ventimilla | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel |
| Isaac Hanson | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel |
| Julie Jordon | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel |
| Kal Leng | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel |
| Laura Linares | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel |
| Priya Kapil | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel |
| Venessa Johnson | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel |
| Danaille Davis | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel |
| Dani Geissinger | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel |
| Daniel Small | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel |
| Felyshia Towery | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel |
| Lindsey Gray Stocker | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel |
| Ramon Hernandez | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel |
| Raymond Mann | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel |
| Elizabeth Cowen | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel |
| Brittney Norman | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel |
| Philisa Yesslith | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel |
| Courtney Cusick | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel |

| | |
|---|---|
| Justin Johnson | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel |
| Jessica Magana | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel |
| Dirk Mitchell | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel |
| Brenda Cartagena | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel |
| Kelsey Thompson | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel |
| Rafael Hernandez | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel |
| Charles Pennno | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel |
| Courtland Pedraza | EA, Select, CASA, Gov, Orders |
| Sharon Rybka | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel, |
| Paul Sandoval | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel, Services |
| Victoria Burlingham | EA, Select, CASA, Gov, Orders |
| RJ Luera | EA, Select, CASA, Gov, Orders, Channel |
| Dulce Rangel | EA, Select, CASA, Gov, Orders |
| Stephanie Decasas | EA, Select, CASA, Gov, Orders, Channel |
| Sandra Garcia | EA, Select, CASA, Gov, Orders, Channel, |
| Angela Hernandez | EA, Select, CASA, Gov, Orders, |
| Laura Merchant | EA, Select, CASA, Gov, Orders |
| Toni Buco | EA, Select, CASA, Gov, Orders |
| Michael Shafer | EA, Select, CASA, Gov, Orders |
| Jie Ann Nuqui | EA, Select, CASA, Gov, Orders |
| Catherine Villamar | EA, Select, CASA, Gov, Orders, Open/Emerging, OLS, Channel |
| Donny Nou | EA, Select, CASA, Gov, Orders |
| Sarah Stoddard | Channel |
| Rodrigo Alvarez-Padilla | EA, Select, CASA, Gov, Orders |

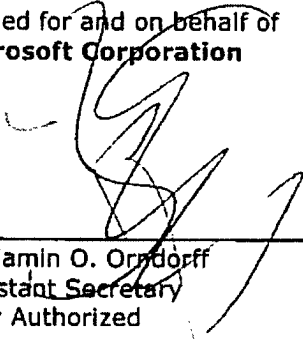| | |
|---|---|
| Ulysses Rodriguez-Villa | EA, Select, CASA, Gov, Orders |
| Denise Dykes | EA, Select, CASA, Gov, Orders |
| Edward Meeden | OEM |
| Adam Harlow | OEM |
| Amelia Johnston | OEM |
| Candice Topasna | OEM |
| Henry Allen | OEM |
| Jack Veach | OEM |
| Joshua Ah Sam | OEM |
| Leah Salmon | OEM |
| Marcus Dupree | OEM |
| Maria Begay | OEM |
| Marie Labora | OEM |
| Norine DiMaggio | OEM |
| Robert Bush | OEM |
| Simon Pettifer | OEM |
| Tati Mesfin | OEM |
| Tiffany Henry | OEM |
| Mark Falco | OEM |
| Brooke Hanselman | OEM |
| Cyndee Tamburino | OEM |
| Jessica Rodriguez | OEM |
| Francisco Armstrong | OEM |
| Martha Soto | OEM |
| Krupa Patel | OEM |
| Sam King | OEM |
| Rebecca Byrd | OEM |

**Additional Attorney Appointment No:**

This Additional Attorney Appointment Amendment is made pursuant to the Microsoft Corporation Power of Attorney (Contract Execution) dated July 1st 2016 (the "**Power of Attorney**"). Words and expressions defined in the Power of Attorney shall have the same meaning herein.

In accordance with the provisions of Section 6 of the Power of Attorney:-

(a) the person specified in Schedule 3 hereto is with effect from the date specified in Appendix 1 hereto hereby added to Schedule 1 of the Power of Attorney as an Additional Attorney, and Schedule 1 is hereby updated with the related details for such person as specified in Appendix 1 hereto; and

(b) the list of Documents in Schedule 1 of the Power of Attorney is hereby updated and amended by the inclusion of the Documents in respect of such Additional Attorney as are specified in Appendix 1 hereto; and/or

(c) The list of Documents in Schedule 1 of the Power of Attorney is hereby updated and amended by the inclusion of the Documents in respect of such Attorneys as are specified in Appendix 1 hereto.


Signed for and on behalf of
**Microsoft Corporation**


_____

Benjamin O. Orndorff
Assistant Secretary
Duly Authorized

Date: June 30, 2016

# Schedule 3
## Additional Attorney Appointment Amendment
## Attorneys and Documents

| Name | Team | Position classification |
|------|------|------------------------|
|      |      |                        |
|      |      |                        |
|      |      |                        |
|      |      |                        |
|      |      |                        |
|      |      |                        |

| Program | Documents |
|---------|-----------|
|         |           |
|         |           |
|         |           |
|         |           |
|         |           |
|         |           |

## Schedule 4
## Power of Attorney
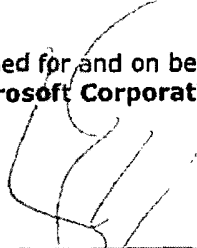## Form of Attorney Revocation Amendment

**Attorney Revocation No:**

This Attorney Revocation Amendment is made pursuant to the Microsoft Corporation Power of Attorney (Contract Execution) July 1ˢᵗ 2016 (the "**Power of Attorney**"). Words and expressions defined in the Power of Attorney shall have the same meaning herein.

In accordance with the provisions of Section 7 of the Power of Attorney, the appointment of the individual specified below as an Attorney is revoked with effect from the date specified below and the Power of Attorney is hereby amended accordingly.

| Name and Details of Individual | Date of Revocation |
| --- | --- |
|  |  |

Signed for and on behalf of
**Microsoft Corporation**

Benjamin O. Orndorff
Assistant Secretary
Duly Authorized

Date: June 30, 2016