

RESOLUTION NO. 68-20
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Mark Engert ON
THE 5th DAY OF October, 2020.

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER
INTO AN AGREEMENT FOR MICROSOFT 365 HYBRID
MIGRATION WITH ZERODAY TECHNOLOGY SOLUTIONS.**

WHEREAS, the City of Centerville has been improving and updating its information technology (IT) systems in the City; and

WHEREAS, the City is desirous to migrate to its Exchange to Microsoft 365 for Exchange; and

WHEREAS, ZeroDay Technology Solutions provides such services to provide the migration to the Microsoft 365 hybrid; and

WHEREAS, the Ohio Revised Code recognizes exceptions to competitive bidding for professional services and for purchases related to IT that are proprietary or limited to a sole source; and

WHEREAS, Ohio Revised Code Section 125.02 grants authority for the City to use State terms for pricing schedules allowing such purchases without competitive bidding; and

WHEREAS, the proposed contracts appear on the SCD Ohio State Term 534103 pricelist and the Dell EMC Ohio State Terms Pricelist; and

WHEREAS, the City desires to utilize ZeroDay Technology Solutions for assistance in the carrying out other services, for the City with regards to all of the City's IT requirements; and

WHEREAS, ZeroDay Technology Solutions has unique knowledge of such services; and has a demonstrated ability to assist in accomplishing the objectives of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF
THE CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO, AS
FOLLOWS:**

Section 1. The City hereby agrees to authorize the City Manager to enter into an Agreement with ZeroDay Technology Solutions, a copy of the Agreement attached hereto as Exhibit "A" and incorporated herein on behalf of the City of Centerville.

Section 2. That the City Manager is authorized to take all steps necessary to engage ZeroDay Technology Solutions and execute any additional documents for the services including, but not limited to, the Microsoft Volume Licensing agreement documents.

Section 3. This Resolution shall be in full force and effect at the earliest date allowed by law.

PASSED THIS 5th day of October, 2020.



Mayor of the City of
Centerville, Ohio

ATTEST:



Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 68-20, passed by the Council of the City of Centerville, Ohio on the 5th day of October, 2020.



Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney

Exhibit "A"

City of Centerville

Microsoft 365 Hybrid Migration

ZERODAY

TECHNOLOGY SOLUTIONS

*"We Are A Customer-Centric Partner
Providing Innovative Solutions.
The Safety, Well Being and Career Growth
Of Our Team Are The Benchmarks Of
ZERODAY's Success."*

8/31/2020
Prepared By: ZDTS
OP #: OP-0037146 v1.1

TABLE OF CONTENTS

PROJECT OVERVIEW	2
OBJECTIVE	2
CURRENT ENVIRONMENT SUMMARY	2
STATEMENT OF WORK	3
Project Kick-Off.....	3
Assess Environment	3
Implement Coexistence	4
Migration-Pilot.....	4
Migration-Production.....	4
Knowledge Transfer/Close-Out.....	4
OUT OF SCOPE	4
DEFINITION OF COMPLETION	5
ASSUMPTIONS AND CAVEATS	5
CUSTOMER RESPONSIBILITIES	6
RESOURCE ALLOCATION PLAN	8
CHARGES/QUOTE TYPE: TIME & MATERIALS PRICING	8
PAYMENT TERMS & PRICING CAVEATS	9
VALIDITY AND CONFIDENTIALITY	9

Document Revision Summary

Date	Version	Author(s)	Review	Reason
08/31/2020	1.0	Bret Workman		Initial Draft
09/01/2020	1.1	Bret Workman	Todd Wind	Corrections to Fee Total Page 9 and Hourly Rate for T&M Page 10

Project Overview

This Statement of Work (“SOW”) sets forth the terms under which **City of Centerville** (hereinafter referred to as “Customer”) has formally engaged **ZeroDay Technology Solutions** (hereinafter referred to as “ZDTS”) to provide the professional services described in this SOW.

ZDTS is submitting the Statement of Work to Customer for migration of Exchange to Microsoft 365 for Exchange On-line in a hybrid configuration.

This Statement of Work (SOW) defines the services that ZeroDay Technology Solutions (ZDTS) will deliver to customer. The pricing submitted with this SOW reflects the services and responsibilities described herein.

Objective

- Implement
 - Azure AD Connect (DirSync) with (same sign-on) password sync
 - Exchange 2016 Hybrid
 - Administrative Knowledge Transfer

Current Environment Summary

Customer’s currently known technical infrastructure as it pertains to this engagement consists of the following components:

- Active Directory
 - Levels: Forest (2008 R2)/Domain (2012 R2)
 - Exchange
 - 175 Users/Mailboxes
 - No Public Folders
- Secure Email Gateway (SEG)
 - (Will be) FortiMail utilizing Secure Cyber
 - Relay Requirements
 - On-premise Financial Server
- Client
 - Office 2010
 - BYOD devices

Statement of Work

The way ZDTS proposes to Support CUSTOMER is listed below. ZDTS requests a project initiation with CUSTOMER during which all requirements, needs, wants, and risks to the project will be identified and categorized in relation to the importance of the overall health of the engagement. The project initiation will consist of (but not be limited to) the following tasks:

The way ZDTS proposes to Support CUSTOMER is listed below. ZDTS requests a project initiation with CUSTOMER during which all requirements, needs, wants, and risks to the project will be identified and categorized in relation to the importance of the overall health of the engagement. The project initiation will consist of (but not be limited to) the following tasks:

Project Kick-Off

ZDTS will provide Project Coordination services for this engagement. The ZDTS Project Coordinator will support the partner/customer provided Project Manager for timekeeping, billing, and escalation of risks involving the ZDTS project team members.

- Project timelines and scheduling
- Identification of
 - Project stake holders
 - Additional data gathering required.
 - Delivery Team, roles, and responsibilities
 - Engagement goals and purpose
- Establish
 - Communication plan over the course of engagement
 - Explanation of the expected engagement deliverables and work products
- Where applicable
 - Where applicable, create a Partner Association Request to CUSTOMER'S Microsoft subscription for the products/workloads associated with this project. CUSTOMER agrees to approve ZDTS Association request.
 - Identify Change control window and any anticipated downtime

Assess Environment

- Assessment of legacy environment
 - Active Directory
 - Exchange (with IdFix)
 - FortiMail
- Identify/resolve any applicable issues
- Work with client for high-level content identification:
 - Overall counts/volume metrics
 - Current information/architecture

Implement Coexistence

- Azure AD Connect (DirSync)
 - Identify scope/filtering
 - Provision/Configure (with password sync)
 - Synchronize
- Exchange for full hybrid co-existence configuration. Test:
 - Routing (including SEG Integration where applicable)
 - Client Access
 - Free/Busy
 - GAL

Migration-Pilot

- Migrate Select Group of up to Twenty-Five (25) Pilot Mailboxes
- Verify Functionality
- Resolve Issues

Migration-Production

- Migrate Remaining Mailboxes (Up to 50 per batch)
- Verify Functionality
- Resolve Issues

Knowledge Transfer/Close-Out

- Complete/Deliver As-Built documentation
- Knowledge Transfer (Up to 4 hours)
- Where applicable, submit Proof of Execution for CUSTOMER approval
- Closeout

Out of Scope

Anything not specifically specified as in-scope will be considered as out-of-scope. The following items have been identified as explicitly out of the scope of services define in this Statement of Work:

- Required Microsoft licensing
- Installation, configuration, and/or deployment of applications on any endpoints.
- Training and/or knowledge transfer to Help Desk level or end users.
- Integration of third-party applications not specifically mentioned in the statement of work.

Definition of Completion

1. Phases/tasks above completed.
2. Delivery of As-Built Documentation
3. Engagement Sign-Off
4. (Optional) Client Survey

If Completion, as defined above, cannot be reached due to circumstances beyond ZDTS's control or requiring services beyond ZDTS's responsibilities detailed within this SoW, ZDTS will consider the project complete.

Assumptions and Caveats

In preparing this SOW, ZERODAY made certain assumptions for items not expressly stated during discussions with CUSTOMER and ZERODAY. Changes to these assumptions may affect this SOW's scope and cost.

Scope Specific:

- Administrative permissions required for this level of effort (LOE)
 - Active Directory Domain Admin/Schema Admin
 - Microsoft 365 Global Administrator
- Customer to acquire all licensing required.
- Customer to update/configure all endpoint software prior to migration.

Standard

- ZDTS may perform health and readiness checks. Any remediation, support, or diagnostic efforts to resolve existing conditions are outside the scope of this project.
- ZDTS will assign resources as to best fit the requirement and no individual employee is being specifically promised or quoted.
- It is assumed that all work will be conducted during normal business hours of Monday-Friday, 8am-5pm in Customer Time Zone, excluding ZERODAY-observed holidays, unless otherwise negotiated and noted in this SOW.
- ZDTS assumes all work will be performed remotely using a customer provided "At Will" remote access method such as VPN and/or RDP. Any agreed upon onsite work will occur at one (1) physical location unless otherwise specified.
- It is assumed that Davis-Bacon Wage requirements will NOT be necessary for this engagement.
- ZDTS is not providing any warranty regarding, and is not liable for, any third party or CUSTOMER software, documentation, equipment, tools or other products or materials.
- This proposal assumes that formal training will not occur between ZDTS and Customer engineers or developers during the engagement. Knowledge transfer is defined as informal sharing of information between technical peers.
- Additional discovery and design may be needed to ensure customer objectives are satisfied (subject to change order).
- Changes to this SOW identified during this project will require a Project Change Management Form that could affect the schedule, milestone, or cost of the project.
- Time estimates for the implementation of the solution does not include time required for Customer change control process.
- Customer change control or process delays that impact the time and level of effort to deliver the end solution will incur a Change Order for the time difference.
- ZDTS will provide only services under this SOW and no delivery or acquisition of equipment, licensing, product, or third-party support costs are included or implied to be included.

- Dependent equipment and materials are assumed to be available at the Customer site at the time needed for implementation. Delays in equipment arrival is cause for an excusable delay to the project schedule.
- ZDTS is responsible for performing only the Services described in this SOW. All other services are considered outside the scope of this SOW.
- ZDTS estimates the effort to perform the work and the fees to complete the project if no failures exist in any part of the environment that will delay or impede successful implementation. ZDTS will not perform troubleshooting or repair of failing or underperforming systems as a part of this SOW but can provide these services at the customer request as a separate engagement.
- ZERODAY may deliver the services defined in this SOW through a combination of employees, contractors, and subcontractors working under ZERODAY's direction, at ZERODAY's discretion.
- Schedule changes within two weeks of scheduled start results in an additional charge equal to 50% of weekly fee for each scheduled resource.
- Schedule changes within one week of scheduled start results in an additional charge equal to 100% of weekly fee for each scheduled resource.
- All Project requests and changes must be communicated and negotiated with ZDTS in writing. ZDTS Deployment Engineers are specifically instructed not to accept Customer requests that have not been documented and communicated to them through authorized ZDTS personnel.
- Customer will make no changes to the related elements of the environment without consent of ZDTS throughout the course of the project.
- Customer will have 10 days from Customer's receipt of any deliverables from ZDTS to provide written feedback any ZDTS deliverable. If no feedback is provided, the deliverable will be considered accepted.

Customer Responsibilities

The following are a list of customer responsibilities that shall be met to facilitate efficient project progress.

- CUSTOMER is responsible for all 3rd party system dependencies not specifically mentioned in this proposal.
- CUSTOMER will provide all required certificates as applicable.
- CUSTOMER shall provide a single point of contact for which to process project communications and facilitate decisions.
- CUSTOMER will be responsible for ensuring that a proper representative is available to escort or oversee all applicable services.
- Floorplans with intended end-user and device location information shall be provided by CUSTOMER at least 1 week prior to installation efforts.
- CUSTOMER maintains administrative control over all related services, products, online services, appliances, and systems. Access to those services and elements are available at-will with no delay to project.
- CUSTOMER will provide proper and efficient access to all work areas.
- CUSTOMER will make timely efforts to respond to contractor inquiries and requests for information and or access to items within the customer's environment.
- CUSTOMER will confirm site readiness including circuits, cabling, power, cooling, and rack space prior to ZDTS' arrival at CUSTOMER site.
- CUSTOMER will arrange for network access.
- CUSTOMER assumes responsibility and any risk associated with any problems resulting from the content, completeness, and accuracy of any data, materials and information supplied by Customer.
- CUSTOMER will submit any/all change management requests in a timely fashion based on project timeline.
- CUSTOMER is responsible for maintaining support agreements with all OEMs and relevant third parties. Customer will facilitate the opening of support cases with third parties if needed.
- CUSTOMER will provide VPN/remote access for ZDTS technicians for the duration of the implementation phase.

- CUSTOMER is responsible for any/all server and network security definitions and it is assumed that the ZERODAY technical resources will have appropriate configuration requirements prior to any design and implementation commencing.
- CUSTOMER will install and verify the operation of all equipment not provided by ZERODAY; this equipment will be installed, tested, and operational prior to ZERODAY's arrival at CUSTOMER site.
- CUSTOMER will provide disposal services to remove boxes and packing materials.
- CUSTOMER is responsible for prepositioning all necessary equipment, licenses, media, certificates, and subscriptions.
- CUSTOMER will provide necessary Supply the necessary administrative usernames and passwords available to the ZDTS personnel.
- CUSTOMER will provide device-naming standards.
- CUSTOMER is responsible for software upgrades that may be necessary to the success of the solution or will result in a change order for additional time.
- CUSTOMER will provide all security lockdowns required for any deployed systems prior to scheduling resources to arrive on-site. CUSTOMER staff will provide timely technical assistance in the event a lockdown prevents a deployed solution from functioning properly. If a solution cannot be found without impacting the schedule, CUSTOMER and ZERODAY will document the solution and determine if a Change order is required or back out the lockdown until the solution works. Lockdowns will not be required or implemented for virtual appliances
- CUSTOMER is responsible for the identification and interpretation of, and ensuring compliance with, any laws, statutes, rules, regulations, and standards applicable to its or its affiliates' business or operations

Note: Success of the project is dependent on the responsibilities above. If responsibilities indicated above are not completed prior to the deployment date, the project timelines may need to be rescheduled based on engineering availability. ZERODAY is qualified to provide most of these services listed above upon request. A quote for these services can be provided separately.



Resource Allocation Plan

ZDTS will strive to meet schedule requirements; however, actual project dates will be subject to availability of materials and resources and the customer's attention to its responsibilities. The Services will be performed consistent with the estimated schedule below. Both parties agree to make reasonable efforts to carry out their respective responsibilities to achieve the following schedule.

Estimated Resource Start Date: Mutually Agreed Upon Schedule
Resource End Date: Estimated to take up to 2 to 3 week(s) of remote deployment

It is critical that the customer make all efforts to meet timeline requirements as determined during the initial design session. If the SOW signature date is beyond the Estimated Start Date, the Estimated Start Date will automatically be extended to the date of the last signature on this SOW. The Estimated End Date will automatically be extended by the same number of days.

ZDTS shall not be responsible for delays or additional requirements imposed by any government agencies, labor disputes, fire, unavoidable casualties, or unforeseen conditions.

ZDTS also assumes that all work will be conducted on a contiguous schedule. Deviations from a contiguous schedule may be subject to the Change Control Process.

Charges/Quote Type: Fixed-Fee Pricing

ZDTS will perform the services in this SOW, subject to all terms defined herein as indicated below:

Term	Schedule	Details
Net 30	50% - Project Beginning 50% - Project Closeout	Payment due within 30 days from date of invoice.

Services Total: \$15,520.00

All work performed remotely for all resources engaged, no travel expense is expected. Any travel expenses incurred by (on-site) ZDTS resources will be invoiced to customer at actual cost.

Resource/Software/Licensing Requirements (billed up front upon signature where applicable):

Item	Duration	Quantity	Description
Azure AD Connect (DirSync) Server	Permanent	1	1x4 CPU, 4GB RAM, 100GB SysVol, Internal Network, Domain-Joined

Time & Materials Total:

Description	Amount
Services Total	\$15,520.00
Resource/Software/Licensing Total	\$0.00
Total:	\$15,520.00



Payment Terms & Pricing Caveats

- Pricing is based on the schedule depicted in the Resource Allocation section of this proposal. Any deviations from the schedule are subject to the Change Control Process.
- Projects will be billed at minimum 30-day increments for work completed to the invoice date. Payment terms are Net-30 from date of invoice (OR AS OTHERWISE AGREED UPON BY BOTH PARTIES).
- Acknowledgment of receipt and acceptance/rejection of all deliverables associated with this statement of work due within ten (10) business days of delivery. If such acknowledgement is not received within this period, all deliverables will be deemed acknowledged and accepted.
- Pricing does not include any shipping charges. All shipping charges if acquired will be billed separately at actual cost on the final invoice plus a 10% surcharge.
- In the event of customer related labor delays while ZERODAY team members are onsite, an hourly rate of \$185.00/resource/hr. will be charged until the team members can start and or continue their scheduled work.

Validity and Confidentiality

This proposal is valid for 45 days. The proposed configuration and pricing are confidential and cannot be provided to any other Company or Vendor without prior written authorization from ZDTS. This proposal has been based on information provided by your organization and thus may contain omissions or errors for ZDTS is not responsible. Any additional cost because of omissions or unforeseen integration problems may require a change order. Any applicable taxes and shipping charges will be added at the time of invoice. <http://go.zero-day.com/General-Terms-and-Conditions>

Agreed To: City of Centerville	Agreed To: ZeroDay Technology Solutions
_____ By: Authorized Signer	_____ By: Authorized Signer
_____ Name: (type or Print)	_____ Name: (type or Print)
_____ Date:	_____ Date:

Bret Workman
Solutions Architect
ZERODAY Technology Solutions
Mobile | 859.240.9250



Proposal ID

0999166.003

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:					
Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	234	234	1.0	No	User Licenses

Products	Enterprise Quantity
O365 GCC E3	234

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	234	234	0	0

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	Price Level

2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (“Terms”) are part of the Agreement entered into between Customer and ZeroDay.

1. SERVICES/AGREEMENT.

1.1 Services. ZeroDay will provide services to Customer in accordance with the terms and conditions of these Terms and the Agreement (“Services”). Customer guarantees an Affiliate’s obligation hereunder Zero Day will not be responsible to provide equipment, software or supplies required to perform the services unless noted within the statement of work. Services under a particular Agreement may be called a “Project.”

1.2 Terms. These Terms govern each Agreement/Proposal, except that any conflict between these Terms and an Agreement will be resolved in favor of the Agreement only if the Agreement explicitly states that it is intended to modify the conflicting Terms. These Terms do not obligate ZeroDay to perform any Services until both parties have signed an Agreement and then only for the Project specified in the Agreement. Both parties must sign an Agreement for it to be effective. Notwithstanding the foregoing, an Agreement is binding on both parties if ZeroDay: (a) signs and returns it to Customer; (b) begins performance; or (c) acknowledges it by email, facsimile or any other commercially reasonable means. If ZeroDay commences Services for Customer in the absence of an Agreement and Customer accepts such Services, then these Terms will nevertheless apply, unless the parties otherwise mutually agree in writing. ZeroDay will, at no cost to Customer, promptly and satisfactorily correct any Services or Work Product found to be defective or not in conformity with the requirements of these Terms and the applicable Agreement.

1.3 On-Site Services. If ZeroDay provides Services on Customer premises, ZeroDay will (a) abide by all Customer’s rules, policies, and procedures regarding such matters as safety, security, health, environmental and hazardous material management, misconduct, physical aggression harassment and theft (collectively, “Rules”); and (b) at Customer’s request, remove and promptly replace any Personnel (defined in Section 6 below) performing Services who behaves in a manner that is unlawful or inconsistent with any Rule.

1.4 Payment/Records. Customer shall pay for the services and/or equipment furnished by ZeroDay in accordance with the charges on the Agreement, within thirty (30) days of the date of ZeroDay’s invoice. ZeroDay is entitled to no other compensation or reimbursement for the Services. ZeroDay will, in accordance with generally accepted accounting standards, keep copies of all books and records relating to the Services during the term of this Agreement and for three years thereafter. Customer at its expense may upon reasonable notice and during normal business hours examine and make copies of all books and records relating to the Services.

1.5 Taxes. ZeroDay may charge and Customer will pay applicable federal, state or local sales or use taxes or value added taxes that ZeroDay is legally obligated to charge in connection with the Services (“Taxes”), provided that the Taxes are stated on the original invoice that ZeroDay provides to Customer and ZeroDay’s invoices state such Taxes separately and meet the appropriate tax requirements for a valid tax invoice. Customer may provide ZeroDay an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case, ZeroDay will not charge or collect the Taxes covered by such certificate. ZeroDay will be responsible for all other taxes or fees (including interest and penalties) arising from transactions and the documentation of transactions under this Agreement. Customer may not deduct or withhold any taxes that Customer determines it is obligated to withhold from any amounts payable to ZeroDay under this Agreement without providing documentation of exemption.

2. TERM. The Agreement begins on the Effective Date and, unless earlier terminated pursuant to the Agreement, continues until the End Date; provided, however, that the terms of the Agreement shall survive and apply to any Agreement outstanding as of the effective date of termination. Upon expiration of such period, the Agreement will automatically renew on a month-to-month basis until either party gives at least 60 days prior written notice of termination. Each Party may terminate any Agreement or any portion thereof, without cause and/or without the occurrence of a default, by giving at least 30 days prior written notice to the other Party. Upon any such termination, Customer is only liable to pay for Services performed and liabilities incurred prior to expiration or termination; provided that if the fee set forth in the Agreement is a fixed amount, Customer will pay the fee to the extent the Project/Work Order is complete. Rescheduling/Cancelling of work within two weeks of scheduled start results in an additional charge equal to 50% of weekly fee for each scheduled resource. Rescheduling/Cancelling of work within one week of scheduled start results in an additional charge equal to 100% of weekly fee for each scheduled resource. In addition, each Party may terminate any applicable Agreement or any portion of the Services not then performed immediately upon written notice for the other Party’s material breach of these Terms, including but not limited to, any breach of Section 7 below. ZeroDay may terminate the Agreement immediately upon written notice if Customer fails to cure a nonpayment of amounts due within 10 days after written notice of such nonpayment to Customer. Provided ZeroDay has been paid to date of termination, then in connection with the termination or expiration of the Agreement for any reason, ZeroDay will provide reasonable assistance to Customer in order to enable and facilitate an orderly transition of the Services to Customer or to another vendor.

3. REPRESENTATIONS. ZeroDay represents that: (a) it will perform the Services in a competent and workmanlike manner in accordance with the level of professional care customarily observed by highly skilled professionals rendering similar services; (b) the Services, Work Product and other materials provided by or on behalf of ZeroDay will not violate, misappropriate or infringe any third party’s copyrights, patents, trade secrets, trademarks or other proprietary rights; (c) all Work Product and other materials provided by or on behalf of ZeroDay will not contain any copy protection, automatic shut-down, lockout, “time bomb” or similar mechanisms that could interfere with Customer’s exercise of its business or its rights under the Agreement; (d) all Work Product and other materials provided by or on behalf of ZeroDay will not contain any viruses, “Trojan horses” or other harmful code; (e) all Work Product and other materials provided by or on behalf of ZeroDay not subject to any license or other terms that require that other software, documentation, information or other materials incorporating or used with the Work Product or other materials provided by or on behalf ZeroDay, in

whole or in part, be disclosed or distributed in source code form, be licensed for the purpose of making derivative works, or be redistributable at no charge (f) ZeroDay and its Personnel will comply, with all applicable ordinances, codes, standards, laws, rules, regulations and orders of any governmental authority having jurisdiction over ZeroDay's performance of the Services ("Laws"), and will hold and fully comply with all required licenses, permits and approvals; (g) it has, or will have in a timely manner, all rights necessary for (and is not subject to any restriction, penalty, agreement, commitment, law, rule, regulation or order which is violated by) its execution and delivery of this Agreement and performance of its obligations under this Agreement; (h) all Personnel are authorized to lawfully perform the Services pursuant to applicable immigration and work status Laws; and (i) to the best of ZeroDay's knowledge after due inquiry, none of the ZeroDay Personnel has been convicted of a felony in the previous seven years, or, if he/she has, ZeroDay has (to the extent in accordance with Laws) provided information to Customer regarding the nature, severity, and date of each such conviction.

4. DEFENSE AND INDEMNITY. A. ZeroDay hereby releases and will defend, hold harmless, and indemnify Customer, and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors and assigns ("Customer Indemnified Parties"), from and against any allegation or claim based on, or any loss, damage, settlement, cost, expense and any other liability (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) (collectively, "Claims"), arising from or related to (a) any negligent act or omission by ZeroDay or its Personnel, including, without limitation any breach of this Agreement or allegation or claim of negligence, strict liability, willful misconduct or fraud of ZeroDay or its Personnel; or (b) any Claim that the Services or Work Product violate, misappropriate or infringe any third party's copyrights, patents, trade secrets, trademarks or other proprietary rights. However, the foregoing does not apply to the extent such Claim results from Customer's negligence or willful misconduct. ZeroDay's duty to defend is independent of its duty to indemnify. ZeroDay's obligations under this section are independent of all of its other obligations under this Agreement. ZeroDay will use counsel reasonably satisfactory to Customer to defend each Claim, and Customer will cooperate (at ZeroDay's expense) with ZeroDay in the defense. ZeroDay will not consent to the entry of any judgment or enter into any settlement without Customer's prior written consent, which may not be unreasonably withheld. B. Customer shall indemnify, defend, hold and save ZeroDay and its officers, directors, members, shareholders, employees, agents, and the successors and assigns of each of them ("ZeroDay Indemnified Party") free and harmless from and against any and all claims, demands, causes of action, suits, liabilities, damages, losses, judgments, costs and expenses of any kind or nature whatsoever (including reasonable attorneys' fees and costs), which ZeroDay or any ZeroDay Indemnified Party may suffer or incur, in connection with the performance by ZeroDay of any of its duties and obligations under the Agreement provided ZeroDay is not negligent. Provided ZeroDay is not negligent, Customer agrees to indemnify ZeroDay from any actions by a client of Customer for the services rendered via the Agreement.

5. INSURANCE. A. ZeroDay will obtain and maintain the following: (a) "Commercial General Liability" insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, (b) "Business Automobile Liability" insurance (including coverage for all owned, non-owned and hired autos, and no fault coverage where applicable) with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage combined, unless ZeroDay only uses private passenger automobiles on Customer's premises, in which case not less than \$500,000 per occurrence is acceptable, (c) "Workers' Compensation" insurance, including but not limited to coverage for all costs, benefits and liabilities under workers' compensation and similar laws that may accrue in favor of any person employed by ZeroDay in all states where ZeroDay performs Services, (d) "Employer's Liability" insurance with limits of liability of not less than \$1,000,000, with a waiver of subrogation in each case in favor of Customer (where permitted by law), and (e) a "Fidelity Bond" or similar policy covering employee dishonesty, including theft of Customer property with limits of not less than \$500,000 per loss. ZeroDay will also maintain "Professional Liability" or "Errors and Omissions" insurance with limits of not less than \$1,000,000 per claim. ZeroDay may satisfy the foregoing minimum limits by any combination of primary liability and umbrella excess liability coverage that result in the same protection to ZeroDay and the Customer insured parties. All of the foregoing insurance policies must have a retroactive date no later than the date that Services commenced and coverage of the Services to continue for a period of not less than 2 years after all Services are completed. ZeroDay will name Customer and its affiliates and their respective officers, directors, employees, successors, assigns and agents as additional insureds for the Commercial General Liability and Business Automobile policies. ZeroDay will cause each insurance policy to provide that it will not be canceled or allowed to expire without at least 30 days prior written notice from the insurance carrier to Customer. ZeroDay will provide certificates of all insurance coverage to Customer at Customer's request. Customer's approval of any of ZeroDay's insurance policies does not relieve or limit any of ZeroDay's obligations under this Agreement, including but not limited to liability under Section 4 above for claims exceeding required insurance limits.

B. If ZeroDay is on the Customer premises, then Customer shall provide the following insurance: Customer, at its expense, shall maintain and keep in force: (a) "all risk" property insurance insuring the Property; and (b) a commercial general liability insurance policy written on an occurrence-form basis, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Limits may be met through the use of an Umbrella policy. Customer's insurance shall include ZeroDay as an additional insured with respect to work performed within the scope of ZeroDay's duties hereunder, and, to the extent permitted by the insurer, such policy shall not be cancelled without at least thirty (30) days' prior written notice to ZeroDay. Customer's insurance shall be primary with respect to bodily injury, personal injury and property damage claims covered by both Customer's and ZeroDay's commercial general liability insurance policies carried pursuant to this Agreement. Customer shall furnish, or cause to be furnished to ZeroDay, certificates of insurance and endorsements evidencing the foregoing insurance.

C. Mutual Waivers. Customer, on behalf of itself and its insurers, waives its rights of recovery against ZeroDay or any person who holds

a direct or indirect ownership interest in ZeroDay and their respective officers, directors, members, partners, shareholders, employees, agents, and the successors and assigns of each of them, for damages sustained by Customer as a result of any damage to the Property or damage to property of others or bodily injury or death arising from any risk or peril to the extent covered or coverable by any insurance policy actually carried by or required to be carried by Customer pursuant to the terms of the Agreement, and Customer agrees that no party shall have any such right of recovery by way of subrogation or assignment. ZeroDay, on behalf of itself and its insurers, waives its rights of recovery against Customer or any person who holds a direct or indirect ownership interest in Customer and their respective officers, directors, members, partners, shareholders, employees, agents, and the successors and assigns of each of them, for damages sustained by ZeroDay as a result of any damage to its property or damage to property of others or bodily injury or death arising from any risk or peril to the extent covered or coverable by any insurance policy actually carried by or required to be carried by ZeroDay pursuant to the terms of the Agreement, and ZeroDay agrees that no party shall have any such right of recovery by way of subrogation or assignment. Customer and ZeroDay shall each notify their respective insurance carriers of the mutual waivers herein contained and shall cause their respective insurance policies required hereunder to be endorsed, if necessary, to prevent any invalidation of coverage as a result of the mutual waivers herein contained.

6. PERSONNEL; INDEPENDENT CONTRACTOR.

ZeroDay and Customer are independent contractors. ZeroDay has exclusive control over its employees, representatives, agents, ZeroDays and subcontractors (collectively, "Personnel") and over its labor and employee relations and its policies relating to wages, hours, working conditions and other employment conditions. ZeroDay has the exclusive right to hire, transfer, suspend, lay off, recall, promote, discipline, discharge and adjust grievances with its Personnel. ZeroDay is solely responsible for all salaries and other compensation of its Personnel who provide Services and for making all deductions and withholdings from its employees' salaries and other compensation and paying all contributions, taxes and assessments. ZeroDay's Personnel are not eligible to participate in any employment benefit plans or other benefits available to Customer employees. ZeroDay has no authority to bind Customer to any agreement or obligation. ZeroDay will be solely responsible for all theft, damage and/or misconduct related to its Personnel.

ZeroDay may subcontract any Services or delegate any of its obligations under the Agreement. Notwithstanding the existence or terms of any subcontract, ZeroDay is responsible for the full performance of the Services and for its subcontractors' compliance with the terms of the Agreement.

7. CONFIDENTIALITY/PUBLICITY. ZeroDay and its representatives (a) will protect and keep confidential the existence of the Agreement, its terms and conditions and any other information obtained from Customer in connection with the Agreement or related to the Services that is identified as confidential or proprietary or that, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary (including but not limited to all information relating to Customer's technology, customers, business plans, marketing activities and finances), (b) will use such information only for the purpose(s) for which it was originally disclosed and in any case only for the purpose of fulfilling its obligations under the Agreement, and (c) will return all such information to Customer promptly upon the termination of the Agreement. All such information will remain Customer's exclusive property, and ZeroDay will have no rights to use such information except as expressly provided herein. ZeroDay will not use any trade name, trademark, service mark, logo or commercial symbol, or any other proprietary rights of Customer or any of its affiliates in any manner without prior written authorization of such use by Customer. ZeroDay will not issue press releases or publicity relating to Customer or the Agreement or reference Customer or its affiliates in any brochures, advertisements, client lists or other promotional materials without written consent from Customer.

8. WORK FOR HIRE, AND PROPRIETARY RIGHTS.

8.1 Work Product, Proprietary Rights and Pre-Existing Work. If ZeroDay delivers or is required to deliver to Customer any work product in connection with the Services, including but not limited to, concepts, works, inventions, information, drawings, designs, templates, software (in source code and object code form), as well as any related documentation and instructions (whether developed by ZeroDay or any of its Personnel, either alone or with others, and whether completed or in-progress) (collectively, "Work Product"), then Customer owns, or upon assignment by the creator will own, all right, title and interest (including, but not limited to, all trademarks, trade secrets, copyrights, patents and any other intellectual property or proprietary rights) (collectively, "Proprietary Rights") in such Work Product, except that Work Product does not include: (a) any inventions, improvements, alterations or developments made by ZeroDay prior to the specific Work Order to which the particular Work Product relates; or (b) ZeroDay's proprietary software or any improvements ZeroDay may make to its own proprietary software or any of its internal processes as a result of any Work Order, provided that such improvements do not infringe Customer's Proprietary Rights ("Pre-Existing Work"). Notwithstanding any provision to the contrary herein, the term "Work Product" shall not include ZeroDay's trademarks, questionnaires, methodologies, proprietary software and systems.

8.2 Work for Hire. The Work Product has been specially ordered and commissioned by Customer. ZeroDay agrees that the Work Product is a "work made for hire" for copyright purposes, with all copyrights in the Work Product owned by Customer.

8.3 Assignment of Work Product. To the extent that the Work Product does not qualify as a work made for hire under applicable law, and to the extent that the Work Product includes material subject to copyright, patent, trade secret, or any Proprietary Rights protection, ZeroDay hereby assigns to Customer (or to such of its affiliates as it may designate), its successors and assigns, all right, title and interest in and to the Work Product, including, but not limited to, all rights in and to any inventions, designs and Proprietary Rights embodied in the Work Product or developed in the course of ZeroDay's creation of the Work Product. The foregoing assignment includes a license under any current and future patents owned or licensable by ZeroDay to the extent necessary to combine the Work

Product or any derivative works or modifications thereof with any product, service, offering, software or intellectual property of Customer. ZeroDay will cooperate as may reasonably be necessary for Customer to perfect title to any Work Product, including, without limitation, executing any documents in connection with such assignment that Customer may reasonably request. ZeroDay will enter into agreements with its Personnel or any other party as necessary to establish Customer's sole ownership in Work Product, and upon Customer's request, ZeroDay will provide Customer with copies of such agreements. ZeroDay appoints Customer as its attorney-in-fact to execute assignments of, and register all rights to, the Work Product and the Proprietary Rights in Work Product. This appointment is coupled with an interest. At any time upon request from Customer and upon termination or expiration of the Agreement, ZeroDay will deliver to Customer in tangible form all materials containing Work Product, whether complete or in process.

8.4 License to Pre-Existing Work. To the extent Pre-Existing Work of ZeroDay is embodied in any Work Product, deliverables or Proprietary Rights, if Customer is not in breach of the Agreement or any Work Order, ZeroDay hereby grants Customer during the term of the Agreement, a non-exclusive, worldwide, perpetual, irrevocable, fully paid up license to (a) use, make, have made, , reproduce, perform, display, and import such Pre-Existing Work, (b) adapt, modify, and create derivative works of such Pre-Existing Work. Customer will not sell or license any Pre-Existing Work without the written consent of ZeroDay, which may be withheld in its sole discretion.

9. INSPECTION AND ACCEPTANCE.

9.1 Customer will have 10 days from Customer's receipt of any Deliverables (as defined below) from ZeroDay to accept or reject any Deliverable if the Deliverable does not conform to the related Work Order under which the Deliverable was produced. Any rejection shall be in a writing delivered to ZeroDay by electronic mail or an express mail service, such as FedEx or US Postal service express mail, within such 30 day period and the specific reason for such rejection. If Customer determines that any Deliverable is not acceptable, Customer may (a) may reject the item, in which case ZeroDay will return any payments it has received relating to the applicable Deliverable within 15 days and Customer will have no further obligation with respect to the rejected Deliverable, or (b) direct ZeroDay to correct the noncompliance or defects, in which case ZeroDay (at its cost) will correct the noncompliance or defects and redeliver the Deliverable within 15 days. This process will be repeated until Customer finally rejects the Deliverable or notifies ZeroDay in writing of its acceptance. A "Deliverable" is any item or materials, including any Work Product, delivered under any Work Order by ZeroDay to Customer, except "Deliverable" does not include equipment delivered to Customer by ZeroDay or anyone. Equipment Acceptance Terms: ZeroDay will use commercially reasonable efforts to meet requested delivery times but does not guarantee delivery by a stated time and is not responsible for any damages due to delays or the failure to meet a stated delivery schedule. ZeroDay reserves the right to make deliveries in installments. Delay in delivery of one installment will not entitle Customer to cancel other installments. Product will be delivered to Customer FOB Destination (Customer's designated facility), freight prepaid and added. Title and risk of loss shall pass to Customer when Product is delivered to Customer's designated facility. Notwithstanding anything to the contrary in this paragraph, title to software Product remains with the applicable licensor(s), and software delivery occurs when it is first made available by the licensor or ZeroDay for Customer use. Customer's use rights and obligations related to the software are contained in the license agreement between Customer and the licensor(s). You hereby grant a security interest in all Products purchased under this Agreement to secure payment in full.

Termination of Equipment: Customer may cancel any order for Product at no charge up to five (5) business days prior to scheduled shipment upon written notice to ZeroDay, unless such Product has been modified or otherwise reconfigured in accordance with Customer specifications. Cancellation shall not relieve Customer duty to pay for Products shipped, services performed or expenses incurred by ZeroDay prior to such notice. If an order is cancelled prior to shipment, Customer's sole remedy and ZeroDay's sole obligation will be a full refund of the purchase price paid for the Product. Cancellation of orders following shipment must be made in accordance with the return policies of the manufacturer, publisher or supplier of the Product.

General Equipment Terms: For all prices and products, ZeroDay reserves the right to make adjustments due to errors, changing market conditions, product discontinuation of typographical errors in advertisements. ZeroDay is not responsible for manufacture price changes, which may occur at any time without notice.

Customer shall keep all packing material and documentation in the event that your equipment has to be serviced or returned.

Return Policy:

ZeroDay adheres to all manufacturer warranty and return policies. All product returns must be processed with a Return Materials Authorization Number (RMA#). NO returns of any type will be accepted without an RMA #.

RMAs cannot be extended or re-issued.

All returns MUST: be 100% complete, contain ALL original boxes and packing material, have original UPC codes on the manufacturer's boxes, and contain all blank warranty cards, accessories and documentation provided by the manufacturer. Incomplete returns may be returned to sender subject to a restocking fee of up to 20%.

Customers are responsible for shipping charges and risk of loss on all return shipments, unless otherwise agreed.

ZeroDay reserves the right to reject any return requests beyond 30 days from invoice date.

10. GENERAL.

10.1 Subcontract. ZeroDay may subcontract part of the duties required of it under any Agreement without Customer's consent. Customer may not assign the Agreement (or any of its rights and obligations under the Agreement) without ZeroDay's written consent.

10.2 Governing Law/Venue. The Agreement is governed by Missouri law, excluding its conflicts of law rules. Customer irrevocably submits to venue and exclusive personal jurisdiction in the federal and state courts in St. Louis County, Missouri or Franklin County, Missouri, for any dispute arising out of the Agreement, and waives all objections to jurisdiction and venue of such courts.

10.3 Notices. Notices under the Agreement are sufficient if given by nationally recognized overnight courier service, certified mail (return receipt requested), facsimile with electronic confirmation or personal delivery to the other party at the address below the party's signature line below. If no address is listed for ZeroDay, notice to ZeroDay will be effective if given to the last known address. Notice is effective: (a) when delivered personally, (b) three business days after sending by certified mail, (c) on the business day after sending by a nationally recognized courier service, or (d) on the business day after sending by facsimile with electronic confirmation to the sender. A party may change its notice address by giving notice in accordance with this section.

10.4 Severability. If any provision of the Agreement is determined by any court or governmental authority to be unenforceable, the parties intend that the Agreement be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable.

10.5 No Waiver. A party does not waive any right under the Agreement by failing to insist on compliance with any of the terms of the Agreement or by failing to exercise any right hereunder. Any waivers granted hereunder are effective only if recorded in a writing signed by the party granting such waiver.

10.6 Cumulative Rights/Construction. The rights and remedies of the parties under the Agreement are cumulative, and either party may enforce any of its rights or remedies under the Agreement or other rights and remedies available to it at law or in equity. The section headings of the Agreement are for convenience only and have no interpretive value.

10.7 Survival. The following provisions survive termination or expiration of the Agreement: the records provision in Section 1.4; Defense and Indemnification (Section 4); Confidentiality/Publicity (Section 7); Work for Hire (Section 8) and General (Section 10), including without limitation, Limitation of Liability (Section 10.9).

10.8 Injunctive Relief. ZeroDay acknowledges that any material breach of Section 7, or Section 8, by ZeroDay would cause Customer irreparable harm for which Customer has no adequate remedies at law. Accordingly, Customer is entitled to specific performance or injunctive relief for any such breach.

10.9 LIMITATION OF LIABILITIES. A. *EACH PARTY WILL NOT BE LIABLE TO THE OTHER PARTY OR ANY PERSON (WHETHER IN CONTRACT OR IN TORT) UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, CONSEQUENTIAL (INCLUDING BUT NOT LIMITED TO LOST OPPORTUNITIES OR PROFITS), OR PUNITIVE DAMAGES, ARISING OUT OF ANY ACT OR FAILURE TO ACT EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.* B. *ZERODAY'S LIABILITY REGARDING ANY DAMAGES SHALL NOT EXCEED THE CONTRACT AMOUNT OF THE AGREEMENT UNDER WHICH THE ACTIONS OR NON ACTIONS WERE TAKEN GIVING RISE TO THE DAMAGES.*

10.10 Entire Agreement. The Agreement, these Terms, together with all associated exhibits and schedules, which are incorporated by this reference, and NDA, constitute the complete and final agreement of the parties pertaining to the Services and supersede the parties' prior agreements, understandings and discussions relating to the Services. No modification of the Agreement is binding unless it is in writing and signed by Customer and ZeroDay.

The Agreement may be executed by facsimile and in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument.

The parties may use standard business forms or other communications, but use of such forms is for convenience only and does not alter the provisions of the Agreement. *NEITHER PARTY WILL BE BOUND BY, AND EACH SPECIFICALLY OBJECTS TO, ANY PROVISION THAT IS DIFFERENT FROM OR IN ADDITION TO THE AGREEMENT (WHETHER PROFFERED VERBALLY OR IN ANY QUOTATION, INVOICE, SHIPPING DOCUMENT, ACCEPTANCE, CONFIRMATION, CORRESPONDENCE, OR OTHERWISE), UNLESS SUCH PROVISION IS SPECIFICALLY AGREED TO IN A WRITING SIGNED BY BOTH PARTIES.*

11.11 Non-Solicitation. Customer acknowledges that ZeroDay's salaried employees are essential to ZeroDay's core business of providing Services and are familiar with ZeroDay's operating procedures and other information proprietary to ZeroDay. Therefore, Customer agrees not to, and shall not, solicit for employment, hire, make any agreement with, or permit the employment (including employment by any successor to ZeroDay) in any Service operation for Customer or its affiliates or permits supervision either directly or indirectly of any Service operations for Customer or its affiliates, of any person who is or has been ZeroDay's salaried employee within the earlier of one (1) year after such employee terminates employment with ZeroDay or within one (1) year after the expiration or termination of the Agreement. If Customer breaches this Section, the Customer and ZeroDay agree that the legal remedies available to ZeroDay will be inadequate, and the ZeroDay will be entitled to seek appropriate equitable remedies, which include, but are not limited to, Temporary Restraining Order, Preliminary Injunction, or Permanent Injunction from a Court to enforce this Section, but may have in law or equity. This Section shall survive the expiration and/or termination of the Agreement.

Enterprise Sub 250 Program Amendment ID W29

Enrollment Number

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

The parties agree that the Enrollment is amended as follows:

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

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

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

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

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

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

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

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

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

(v) Enterprise Online Services only. If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 25 Subscription Licenses for Enterprise Online Services.

3. Software Assurance renewal.

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products

Software Assurance coverage from a separate agreement, check this box.	
--	--

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

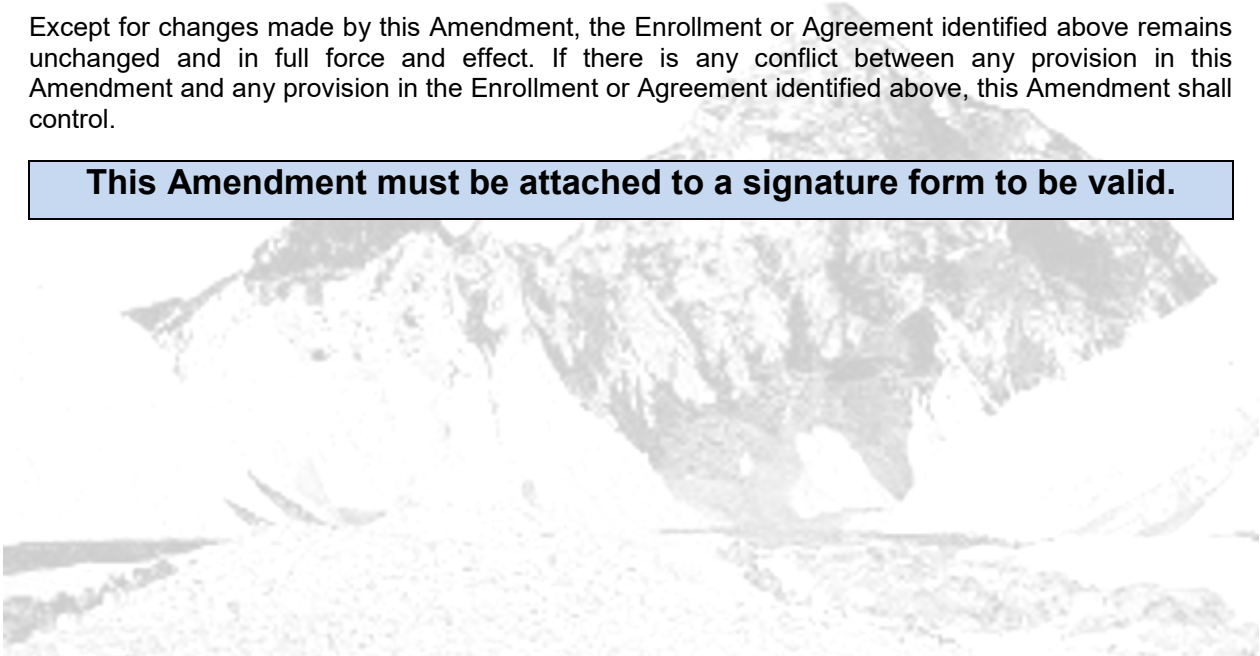
Software Assurance Addition. Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program's identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without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

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

Program	License ID Number	Expiration Date

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

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



Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

Framework ID
(if applicable)

Previous Enrollment number
(Reseller to complete)

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

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

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

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

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

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

Terms and Conditions

1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Order requirements.

- a. Minimum order requirements.** Enrolled Affiliate’s Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate’s use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term “price” refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or

Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
 - (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
 - (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
 - (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
 - (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
 - 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

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

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

- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.
- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. **Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. **Payment terms.**

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

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month (“Extended Term”) is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate’s Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the “Termination for cause” section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the “Early Termination” Section of the Enterprise Agreement.

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

6. **Government Community Cloud.**

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud

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

- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.



Enrollment Details

1. Enrolled Affiliate's Enterprise.

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

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

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

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

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Include future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Centerville

Contact name* First Larry Last Rover

Contact email address* lrover@centervilleohio.gov

Street address* 100 W. Spring Valley Rd

City* Centerville

State* OH
Postal code* 45458 -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* USA
Phone* 937-433-7151
Tax ID
** indicates required fields*

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

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

Contact name* First Last
Contact email address*
Street address*
City*
State*
Postal code* -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country*
Phone*

Language preference. Choose the language for notices. English
 This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

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

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

Contact name*: First Last
Contact email address*
Phone*

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Dell Inc.
Street address (PO boxes will not be accepted)* One Dell Way
City* Round Rock
State* TX
Postal code* 78682
Country* USA
Contact name* Government Contract Admin
Phone* 847-465-3700
Contact email address* US_MS_VL_Admin@Dell.com
** indicates required fields*

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

Signature* _____
Printed name*
Printed title*
Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
 - (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. Financing elections.

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

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

Program Signature Form

MBA/MBSA number

Agreement number

01E74075

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

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

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

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	X20-10635
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Product Selection Form	0999166.003 (new)
Amendment	W29 (new)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

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

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

* indicates required field

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

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

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

** indicates required field*

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

** indicates required field*

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

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

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



Dell Software - Customer Confidential

Matt Lauer
 Software TSR
matthew_lauer@dell.com
 800.883.8443

Quotation

Quote Number: MXL20091801
Quote Expires: September 30, 2020

Customer: City of Centerville
Contact: Larry Rover
Customer #: 98600310
Phone:
Fax:
Email: LRover@centervilleohio.gov
Date of Issue: September 18, 2020

Remit To: Dell Marketing LP
 One Dell Way
 Round Rock TX 78680

Federal ID: 74-2616805

Product Description	Notes	Part Number	Quantity	Unit Price	Ext. Price
O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr		AAA-11894	234	\$ 208.44	\$ 48,774.96

Notes: NEW EA, would need paperwork signed in order to execute this quote (this quote represents payment 1 of 3)	Product Subtotal	\$ 48,774.96
	Tax 0.00%	\$0.00
	Grand Total	\$ 48,774.96

Quote Prepared By: Matt Lauer