



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
June 28, 2018

Agenda Item No. 3I
Consent Calendar

Award of Contract
Microsoft Enterprise License Agreement

Contact(s) for Further Information

Dave Anderson, Assistant Chief Support Services Department	daveanderson@ocfa.org	714.573.6006
Joel Brodowski, IT Manager	joelbrodowski@ocfa.org	714.573.6421

Summary

This agenda item is submitted for increase of existing Microsoft Enterprise Licenses and award of a three-year blanket order contract for the purchase of a Microsoft Enterprise License Agreement from Crayon Software Experts, LLC. (Crayon) the lowest priced authorized reseller.

Prior Board/Committee Action

Not Applicable.

RECOMMENDED ACTION(S)

1. Approve and authorize the Purchasing Manager to increase the existing Microsoft Enterprise License Agreement Purchase Order for PCMG for a “True-up” of Year 3 for additional Microsoft software licenses in the amount of \$11,479.52 (contract term ending 7/31/2018).
2. Approve and authorize the Purchasing Manager to establish a three-year blanket order contract to purchase a Microsoft Enterprise License Agreement from Crayon for an aggregate not to exceed total of \$1,250,868.27 (Year 1: \$402,892.07; Year 2: \$423,988.10; Year 3: \$423,988.10).
3. Approve and authorize the Purchasing Manager to increase the contract up to 10% during each term for annual licensing “True-ups” based on additional licensing revisions that may occur during each renewal term.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding for this contract has been approved in the Adopted FY 2018/19 General Fund budget, specifically in the Information Technology Division’s budget for services and supplies.

Background

The OCFA has standardized on Microsoft software technology as the primary computer operating system, database, software development technology, and suite of business programs including Office365, OneDrive, Azure, and other “cloud-based” technologies for all OCFA employees at the Regional Fire Operations and Training Center (RFOTC) and 72 fire stations.

Existing Microsoft Enterprise Agreement True-Up with PCMG, Inc.

OCFA is currently in Year 3 of a three-year contract ending 7/31/2018 with PCMG, Inc. for the licensing of Microsoft software licenses. As a result of an end of year audit process with PCMG, additional licenses in the amount of \$11,479.52 are required to ensure compliance. This will increase the third year of the contract with PCMG from \$381,072.94 to \$392,552.46.

Riverside Cooperative Contract

In September 2016, the County of Riverside, CA (“Riverside”) solicited bids for a multi-vendor approach to enter into a Microsoft Enterprise License Agreement (MELA) that leverages California state and local government desktop volumes to achieve best prices. As a result of the solicitation, cooperative contracts were awarded to CDW Government LLC., Crayon Software Experts, LLC, PC Mall Gov, Inc., SHI International Corp., SoftwareOne, Inc., and Insight Public Sector. These contracts were awarded for an initial term valid through December 31, 2019 with two-optional renewals through December 31, 2021.

Pricing

Staff requested price quotes for a three-year period from the six authorized resellers using the County of Riverside’s negotiated contract prices with the following results:

Vendor	Initial Annual Price	Three-Year Total Price
Crayon Software Experts, LLC	\$402,892.07	\$1,250,868.27
SoftwareOne, Inc	\$427,368.61	\$1,282,105.83
PCM Gov, Inc.	\$429,070.51	\$1,287,211.53
SHI International corp.	\$431,225.28	\$1,293,675.84
CDW Government LLC	\$434,475.80	\$1,303,427.40
Insight Public Sector, Inc.	\$427,570.35	\$1,282,711.05

Annual “True-Ups”

Each year of the three-year contract, staff will complete a “True-up” process to incorporate any new licenses purchased that year into the agreement. This is a simplified way to manage software licensing through a single contract and maintain license compliance.

Conclusion

Staff is recommending approval to execute the proposed Microsoft Enterprise License Agreement with Crayon Software Experts, LLC for a three-year period at an aggregate not to exceed total of \$1,250,868.27. Staff is additionally recommending approval to authorize the Purchasing Manager to increase the contract up to 10% during each term for annual licensing “True-ups” based on additional licensing revisions that may occur during each renewal term.

Attachment(s)

1. PCMG, Inc True-Up Quote
2. Crayon Software Experts, LLC Quote
3. County of Riverside/ Crayon Software Experts, LLC Participating Agreement (On file in the Office of the Clerk)
4. Microsoft Enterprise Enrollment Agreements (On file in the Office of the Clerk)



1940 E. Mariposa Ave., El Segundo, CA 90245


Orange County Fire Authority EA #: 4791173 / Off County of Riverside RIVCO-20800-015-12/19 - Year 3 of 3 True-Up Quote

Part #	Item Name	Yr 3 & 3 Price	Qty	Yr 3 & 3 Price Ext.
Additional Products				
P71-07281	WinSvrDataCtr ALNG SASU MVL WinSvrStd 2Proc	\$ 3,545.12	2	\$ 7,090.24
77D-00110	VSProwMSDN ALNG LicSAPk MVL	\$ 259.13	5	\$ 1,295.65
9ED-00071	VSPremwMSDN ALNG LicSAPk MVL	\$ 3,093.63	1	\$ 3,093.63
The above licenses are quoted as Year 3 of 3 true-up and will be valid through agreement end date of 7/31/2018.				
Year 3 of 3 True-Up Sub-Total:				\$ 11,479.52
Year 3 of 3 True-Up Total:				\$ 11,479.52



Quote Date: 5.16.18 **Customer**
 Orange County Fire Authority
 Attn: David Vuong
 Phone: 714-573-6421
 Email: davidvuong@ocfa.org

Quoted by:
 Crayon Software Experts LLC
 8111 LBJ Freeway, Suite 1000
 Dallas, TX 75251
 Charles Golden
 Phone: 469-329-0293 Fax: 303-682-1506
 Email: charles.golden@crayon.com

RFQ#

Part Number	Description	Unit Quantity	Qty	Monthly Net Unit Price	Annual Net Unit Price	Extended Amount
Pricing and Usage Year 1						
Enterprise Products - Monthly Subscriptions						
AAA-10758	O365E3FromSA ShrdSvr ALNG SubsVL MVL PerUsr	12	1253	\$ 11.70	\$ 140.40	\$ 175,921.20
AAA-12436	ECALBridgeO365FromSA ALNG SubsVL MVL Pltfrm PerUsr	12	1637	\$ 2.33	\$ 27.96	\$ 45,770.52
AAA-10842	O365E3 ShrdSvr ALNG SubsVL MVL PerUsr	12	384	\$ 14.33	\$ 171.96	\$ 66,032.64
Enterprise Products - Licenses and Software Assurance						
KV3-00353	WINE3perDVC ALNG SA MVL Pltfrm		912		\$ 34.20	\$ 31,190.40
Additional Products - Licenses and Software Assurance						
H30-00238	PrjctPro ALNG SA MVL w1PrjctSvrCAL		12		\$ 158.55	\$ 1,902.60
D87-01159	VisioPro ALNG SA MVL		131		\$ 81.38	\$ 10,660.78
MX3-00117	VSEntSubMSDN ALNG SA MVL		4		\$ 954.97	\$ 3,819.88
77D-00111	VSPSubMSDN ALNG SA MVL		6		\$ 273.49	\$ 1,640.94
395-02504	ExchgSvrEnt ALNG SA MVL		2		\$ 589.93	\$ 1,179.86
312-02257	ExchgSvrStd ALNG SA MVL		2		\$ 103.03	\$ 206.06
H22-00475	PrjctSvr ALNG SA MVL		1		\$ 825.10	\$ 825.10
H21-00591	PrjctSvrCAL ALNG SA MVL UsrCAL		20		\$ 31.92	\$ 638.40
359-00961	SQLCAL ALNG SA MVL UsrCAL		42		\$ 30.41	\$ 1,277.22
7JQ-00343	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic		24		\$ 1,838.08	\$ 44,113.92
228-04433	SQLSvrStd ALNG SA MVL		1		\$ 130.63	\$ 130.63
7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic		3		\$ 522.19	\$ 1,566.57
9EN-00195	SysCtrStdCore ALNG SA MVL 16Lic CoreLic		5		\$ 128.47	\$ 642.35
9EA-00273	WinSvrDCCore ALNG SA MVL 16Lic CoreLic		16		\$ 864.46	\$ 13,831.36
9EM-00267	WinSvrSDCCore ALNG SA MVL 16Lic CoreLic		12		\$ 128.47	\$ 1,541.64
				Total Year 1 Payment		\$ 402,892.07
Pricing and Usage Year 2						
Enterprise Products - Monthly Subscriptions						
AAA-10758	O365E3FromSA ShrdSvr ALNG SubsVL MVL PerUsr	12	1253	\$ 12.43	\$ 149.16	\$ 186,897.48
AAA-12436	ECALBridgeO365FromSA ALNG SubsVL MVL Pltfrm PerUsr	12	1637	\$ 2.36	\$ 28.32	\$ 46,359.84
AAA-10842	O365E3 ShrdSvr ALNG SubsVL MVL PerUsr	12	384	\$ 15.07	\$ 180.84	\$ 69,442.56
Enterprise Products - Licenses and Software Assurance						
KV3-00353	WINE3perDVC ALNG SA MVL Pltfrm		912		\$ 34.68	\$ 31,628.16
Additional Products - Licenses and Software Assurance						
H30-00238	PrjctPro ALNG SA MVL w1PrjctSvrCAL		12		\$ 160.75	\$ 1,929.00
D87-01159	VisioPro ALNG SA MVL		131		\$ 82.51	\$ 10,808.81
MX3-00117	VSEntSubMSDN ALNG SA MVL		4		\$ 968.20	\$ 3,872.80
77D-00111	VSPSubMSDN ALNG SA MVL		6		\$ 277.27	\$ 1,663.62
395-02504	ExchgSvrEnt ALNG SA MVL		2		\$ 598.10	\$ 1,196.20
312-02257	ExchgSvrStd ALNG SA MVL		2		\$ 104.45	\$ 208.90
H22-00475	PrjctSvr ALNG SA MVL		1		\$ 836.53	\$ 836.53
H21-00591	PrjctSvrCAL ALNG SA MVL UsrCAL		20		\$ 32.36	\$ 647.20
359-00961	SQLCAL ALNG SA MVL UsrCAL		42		\$ 30.83	\$ 1,294.86
7JQ-00343	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic		24		\$ 2,030.10	\$ 48,722.40
228-04433	SQLSvrStd ALNG SA MVL		1		\$ 132.44	\$ 132.44
7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic		3		\$ 529.42	\$ 1,588.26
9EN-00195	SysCtrStdCore ALNG SA MVL 16Lic CoreLic		5		\$ 130.24	\$ 651.20
9EA-00273	WinSvrDCCore ALNG SA MVL 16Lic CoreLic		16		\$ 909.06	\$ 14,544.96
9EM-00267	WinSvrSDCCore ALNG SA MVL 16Lic CoreLic		12		\$ 130.24	\$ 1,562.88
				Total Year 2 Payment		\$ 423,988.10
Pricing and Usage Year 3						
Enterprise Products - Monthly Subscriptions						
AAA-10758	O365E3FromSA ShrdSvr ALNG SubsVL MVL PerUsr	12	1253	\$ 12.43	\$ 149.16	\$ 186,897.48
AAA-12436	ECALBridgeO365FromSA ALNG SubsVL MVL Pltfrm PerUsr	12	1637	\$ 2.36	\$ 28.32	\$ 46,359.84
AAA-10842	O365E3 ShrdSvr ALNG SubsVL MVL PerUsr	12	384	\$ 15.07	\$ 180.84	\$ 69,442.56
Enterprise Products - Licenses and Software Assurance						
KV3-00353	WINE3perDVC ALNG SA MVL Pltfrm		912		\$ 34.68	\$ 31,628.16
Additional Products - Licenses and Software Assurance						
H30-00238	PrjctPro ALNG SA MVL w1PrjctSvrCAL		12		\$ 160.75	\$ 1,929.00
D87-01159	VisioPro ALNG SA MVL		131		\$ 82.51	\$ 10,808.81
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H22-00475	PrjctSvr ALNG SA MVL		1		\$ 836.53	\$ 836.53
H21-00591	PrjctSvrCAL ALNG SA MVL UsrCAL		20		\$ 32.36	\$ 647.20
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7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic		3		\$ 529.42	\$ 1,588.26
9EN-00195	SysCtrStdCore ALNG SA MVL 16Lic CoreLic		5		\$ 130.24	\$ 651.20
9EA-00273	WinSvrDCCore ALNG SA MVL 16Lic CoreLic		16		\$ 909.06	\$ 14,544.96
9EM-00267	WinSvrSDCCore ALNG SA MVL 16Lic CoreLic		12		\$ 130.24	\$ 1,562.88
				Total Year 3 Payment		\$ 423,988.10
				Total Deal Value Years 1-3		\$ 1,250,868.27

** Pricing Expires in 30 days from date of quote**
 All items included in this RFQ are new, unused, not refurbished, with original manufacturer warranty.

Remit to Address:
 Crayon Software Experts, LLC
 Attn: Finance Manager
 8111 LBJ Freeway, Suite 1000
 Dallas, TX 75251
 Phone: 469-329-0290
invoice.cus@crayon.com

Participating Agreement #RIVCO-20800-014-12/19

County of Riverside Master Microsoft Enterprise Agreement #01E73970

This Agreement, made and entered into this 8th day of November, 2016, by and between **CRAYON SOFTWARE EXPERTS LLC**, ("CONTRACTOR"), and the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, ("COUNTY"). The parties agree as follows:

1. This agreement covers the enrollment into Microsoft Enterprise Agreement (EA) #01E73970 for all available products and services offered. All terms and conditions of EA #01E73970 are incorporated by reference and shall apply to the purchase of products and services.
2. This agreement is available for use by all government entities within the State of California which the CONTRACTOR can enroll in EA #01E73970 (Enrolled Affiliate) for a period of 36 months. Enrollment documents will contain the terms and conditions specific to each entity.
3. The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this agreement to each and every government entity in the State of California. Terms and conditions are governed by EA #01E73970 and the applicable enrollment documents for each entity. Entities shall make purchases in their own name, make direct payment to CONTRACTOR, and be liable directly to CONTRACTOR for payment.
 - 3.1 COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases. COUNTY shall in no way be responsible to other entities for their purchases, including but not limited to product selection or implementation, services or other related matters.
 - 3.2 CONTRACTOR shall notify each entity in writing of the requirements stated in Section 3.1.
4. This agreement shall be effective upon signature by both parties and continues in effect through December 31, 2019, unless terminated earlier.
5. **Contractor Responsibilities:** CONTRACTOR will offer the following services at no additional charge. It is the responsibility of the government entities to determine which services, if any, meet their needs and communicate that to the CONTRACTOR.
 - a) Provide reports showing year to date annual spend according to entity's specifications. Frequency will be determined by each entity (monthly, quarterly, etc.).
 - b) Provide reports of licenses purchased and added on to enrollment according to entity's specifications. (Intended for an enrollment that has licenses for multiple entities within a governmental body - county, city, etc.) Frequency will be determined by each entity (monthly, quarterly, etc.).
 - c) At the entity's request, provide a licensing portal that allows the tracking of licenses beyond the capabilities of the Microsoft VLSC. This portal will show, but not be limited to, all licenses on the current enrollment, quantities of licenses, track licenses at department/entity levels, transfer licenses to and from each department/entity, and have reporting functionalities.
 - d) Provide training to the entity's Microsoft administrators on Microsoft portals such as the VLSC, Office 365, Azure, etc. within 30 days of receiving a purchase order for such products that introduce a new portal. CONTRACTOR should outline what aspects of training they feel would be beneficial.
 - e) Provide documentation to the entity within 90 days of when Microsoft has made a change to a license and advise of any grandfather or conversion rights within that same timeframe.
 - f) Provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment.
 - g) Provide an updated price list on an annual basis or when Microsoft changes price point, whichever is sooner, in an Excel spreadsheet to the entity. This price list must capture, at minimum, the following categories for each product: SKU, product description, MSRP, NET (Level D -7.5% or D), LSP's uplift and contracted unit price.
6. **Participation Form:** CONTRACTOR must complete and return the **Microsoft LSP Participation Form**, included as Exhibit A with this agreement.

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7. **Usage Reporting:** CONTRACTOR will provide the **LSP Reporting of Active Enrollments Form** showing a list of enrollments leveraging Master Microsoft Agreement #01E73970 to County by December 15th of each year. Forms shall be submitted electronically to MasterMicrosoftAdmin@rivcoit.org. A copy of the form is included in this agreement as Exhibit B.

8. **Administrative fees:** CONTRACTOR will pay the COUNTY annually for each enrollment leveraging the Master Microsoft Agreement #01E73970. This will be a one-time fee of \$100 for each year of a committed enrollment (including shadow enrollments) regardless of entity's enrolled commitment amount.

8.1 Riverside County Information Technology (RCIT) will invoice the CONTRACTOR annually based on the enrollments verified from the LSP Reporting of Active Enrollments Form submitted by CONTRACTOR each year. Payment is due to RCIT thirty (30) days from invoice date. The COUNTY will not accept credit as form of payment.

8.2 Failure to meet the administrative fee requirements and submit fees on a timely basis may constitute grounds for suspension or termination of this agreement.

9. **Pricing:** Base Price is Government Level D -7.5% of Published Reseller Cost (Net) for all product and online services and Level D for Azure metered services.

9.1 **Contractor Pricing:**

Category	Description	Unit of Measure	Percentage
License/SA or SA	Percentage markup from County of Riverside's Master Microsoft Enterprise Agreement No. 01E73970, Level D -7.5%	Markup	0.25%
Subscriptions Except Azure	Percentage markup from County of Riverside's Master Microsoft Enterprise Agreement No. 01E73970, Level D -7.5%. * Subscriptions pricing for future annual payments shall match the added at signing cost so that subscriptions for the same product after the start of the agreement do not have different prices for the same SKU.	Markup	0.25%
True-up / New Purchases / New Subscriptions not Added at Signing Configuration	Percentage markup from County of Riverside's Master Microsoft Enterprise Agreement No. 01E73970, Level D -7.5%	Markup	0.50%
Azure only	Percentage markup from County of Riverside's Master Microsoft Enterprise Agreement No. 01E73970, Level D.	Markup	0.50%

10. **Contract Management:** The contacts for this agreement for COUNTY shall be both RCIT and Purchasing as listed below.

10.1 Primary Contact:

Jenifer Rutherford, Administrative Services Analyst II
 Riverside County Information Technology
 3450 14th Street, Riverside, CA 92501
 Direct: (951) 955-7785
 Email: jenifer.rutherford@rivcoit.org

10.2 Secondary Contact:

John Miller, Sr. Procurement Contract Specialist
 County of Riverside Purchasing and Fleet Services
 2980 Washington Street, Riverside, CA 92504
 Direct line: (951) 955-4945 or (951) 955-4937
 Email: JMMiller@rivcoit.org

10.3 The CONTRACTOR contact for this agreement is listed below:

Contact name and title – Greg Landry, Microsoft Business Desk Manager
 Address – 8111 LBJ Freeway, Suite 1000
 Address – Dallas, TX 75251-1313

Phone -- 469-329-0290

Email -- SLG.us@crayon.com

10.4 Should CONTRACTOR contract management information change, the CONTRACTOR will provide written notice with the updated information to the COUNTY no later than 10 business days after the change.

11. This agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political

CRAYON SOFTWARE EXPERTS LLC

subdivision of the State of California

By: John J. Benoit
John J. Benoit, Chairman

By: Ken Pharr
Name: Ken Pharr

Board of Supervisors

Title: VP Operations & Finance

Dated: NOV 08 2016

Dated: 10/31/2016

ATTEST:

Kecia Harper-Ithem

Clerk of the Board

By: Kecia Harper-Ithem
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos

County Counsel

By: Neal Kipnis
Neal Kipnis,

Deputy County Counsel



Program Signature Form

MBA/MBSA number

Proposal ID

Agreement number

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
<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
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

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

Customer
Name of Entity (must be legal entity name)*
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 physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

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

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

Enterprise Enrollment

Enterprise Enrollment number
(Microsoft to complete)

Previous Enrollment number
(Reseller to complete)

State and Local

Framework ID
(if applicable)

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

"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 retroactively 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, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate’s Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate’s Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft’s acceptance of this Enrollment and 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”) for up to one year, unless designated in the Product Terms to continue until cancelled, 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. 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: <Choose One>

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)*

Contact name* First Last

Contact email address*

Street address*

City*

State/Province*

Postal code* -

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone*

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/Province*

Postal code* -

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone*

Language preference. Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

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

Street address (PO boxes will not be accepted)*

City*

State/Province*

Postal code*

Country*

Contact name*

Phone*

Contact email address*

** 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.

Enterprise and Enterprise Subscription Enrollment Product Selection Form

Enrollment Number
 Microsoft to complete for initial term.
 Reseller or Software Advisor to
 complete for renewal or with prior
 qualifying Enrollment/Agreement

Step 1. Enter all fields in the table below (Required).

Profile	Qualified Devices	Qualified Users	Enterprise Product Platform	Licensing Model
Enterprise			Choose One	Choose One
Device Profile (e.g. Call Center)			Choose One	Choose One

Step 2. Select the Products and Quantities Enrolled Affiliate is ordering on its initial Enrollment Order. Quantity may not include any Licenses which Enrolled Affiliate has selected for optional future use, or to which it is stepping-up within Enrollment term.

Products	Enterprise Quantity	Device Profile (e.g. Call Center)
Microsoft 365		
Microsoft 365 E3 USL		
Microsoft 365 E3 Add-on		
Microsoft 365 E5 USL		
Microsoft 365 E5 Add-on		
Office Professional Plus		
Office Professional Plus		
Office 365 ProPlus		
Office 365 Plans		
Office 365 Plan E1 USL		
Office 365 Plan E3 USL		
Office 365 Plan E5 USL		
Office 365 Plan E1 Add-on		
Office 365 Plan E3 Add-on		
Office 365 Plan E5 Add-on		
Office 365 Plan E3 without ProPlus Add-on		
Client Access License (CAL)		
Choose Core CAL or Enterprise CAL:	<Choose One>	<Choose One>
Core CAL or Enterprise CAL		
Bridge for Office 365		
Bridge for Enterprise Mobility Suite		
Windows Desktop		
Windows 10 Enterprise E3 and LTSB Upgrade per Device		
Windows 10 Enterprise E5 per Device SL		
Windows 10 Enterprise E3 per User SL		
Windows 10 Enterprise E3 per User Add-on SL		
Windows 10 Enterprise E5 per User SL		
Windows 10 Enterprise E5 per User Add-on SL		

Products	Enterprise Quantity	Device Profile (e.g. Call Center)
Windows 10 Enterprise E5 per Device Add-on SL		
Windows VDA		
Windows VDA per User SL		
Microsoft Intune		
Microsoft Intune USL		
Enterprise Mobility + Security		
Enterprise Mobility + Security E3 USL		
Enterprise Mobility + Security E3 Add-on		
Enterprise Mobility + Security E5 USL		
Enterprise Mobility + Security E5 Add-on		

Step 3. Establish the Enrolled Affiliate's price level. Unless otherwise indicated in the associated contract documents, the price level for each Product offering/pool is set based upon the quantity to price level mapping. *DO NOT INCLUDE BRIDGE CALS OR ADD-ONS.*

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 USL	Client Access License + Office 365 (Plans E1, E3, and E5) + Microsoft 365 USL	Client Access License + Microsoft Intune + Enterprise Mobility and Security USL + Microsoft 365 USL	Windows Enterprise E3 and LTSB Upgrade+ Windows Enterprise E5 + Win E3/E5 USL + Win E3/E5 per Device + Windows VDA + Windows Enterprise E3 per User SL + Windows Enterprise E5 per User SL + Windows VDA per User USL + Microsoft 365 USL
Quantity				

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

Quantity of Licenses and Software Assurance to Price Level Mapping:

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

Notes:

1. Enterprise Online Services may not be available in all locations. Please see the Product Terms for a list of locations where these may be purchased.
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.
3. Unless otherwise indicated in the associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.

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

