

PALM BEACH COUNTY  
BOARD of COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 1/12/10      ☒ [ X ] Consent      ☐ [ ] Regular  
    ☐ [ ] Ordinance      ☐ [ ] Public Hearing

Department Submitted by: Information Systems Services  
                                  Submitted for: Information Systems Services

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: renewal of Microsoft Enterprise Agreement with Software House International, Inc. (R-2006-2755), pursuant to the State of Florida Term Contract number 255-001-01-1, to provide software assurance in the amount of \$389,469.30 per year, for a three year period from October 1, 2009 to September 30, 2012.

**Summary:** The Microsoft Enterprise Agreement for software assurance provides the County with the right to the latest version of the software products purchased under the original Agreement. The County is requesting software assurance for the User Client Access Licenses which are necessary for users to access Active Directory, Exchange and SharePoint, and for various server software licenses previously purchased by the County. Due to budgetary limitations, the County will not be continuing coverage for the Operating System and Office Application licenses at this time. This will result in a reduction of \$662,639 annually from the previous agreement amount, with the overall savings to the County of \$1,987,917 over the three year term of the Agreement. The Enterprise Agreement expired on October 1, 2009, however due to the uncertainty surrounding the funding of this item in the FY 2010 budget, Microsoft agreed to extend the renewal period to January 28, 2010. Software House International is not a Palm Beach County or a Florida-based business. Countywide (PK)

**Background and Justification:** Palm Beach County departments and agencies have migrated to the Microsoft Active Directory as the single enterprise directory service and Microsoft Exchange as the single enterprise e-mail environment. Renewal of the enterprise agreement is essential to the continuation of this technical platform.

**Attachments:**

1. Two original Microsoft Enterprise Enrollment – State and Local Amendment forms

Recommended by: Steve Bordon      12/10/2009  
                                  Department Director      Date

Approved by: [Signature]      1/16/09  
                                  County Administrator      Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Capital Expenditures	\$0	0	0	0	0
Operating Costs	<u>389,469</u>	<u>389,469</u>	<u>389,469</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Inc (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>NET FISCAL IMPACT</b>	<b><u>\$389,469</u></b>	<b><u>\$389,469</u></b>	<b><u>\$389,469</u></b>	<b><u>\$ 0</u></b>	<b><u>\$ 0</u></b>

# Additional FTE

Positions (Cumulative)      0      0      0      0      0

Is Item Included in Current Budget      Yes X      No   

Budget Account Number(s):

Fund 0001    Dept 490    Unit 1311    Object 5121

### B. Recommended Sources of Funds / Summary of Fiscal Impact

Operating Budget available funding      \$389,469

C. Department Fiscal Review: \_\_\_\_\_

## III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

Jim Orr 12-9-09      Sharon L. Jacobowitz/Ed. 12/11/09  
OFMB      Contract Administration  
*(Signature) 12/11/09 PM 12-9-09*  
This item complies with current County policies.

B. Legal Sufficiency:

Paul F. S. 12/14/09  
Assistant County Attorney

C. Other Department Review:

\_\_\_\_\_  
Department Director

R2006 2755

Note that the above prices are provided for comparison only. The actual price you will pay will be determined by separate agreement between you and your reseller.

Except for changes made by this amendment, all terms of this enrollment remain unchanged. By signing below, the parties agree to be bound by the terms of this amendment.

Customer	Contracting Microsoft Affiliate
Name of Entity *	Microsoft Licensing, GP
Palm Beach County - BOCC	
Signature *	Signature
<i>Addie L. Greene</i>	<i>[Signature]</i>
Printed Name *	Printed Name
Addie L. Greene	Irene Evans
Printed Title *	Printed Title
Addie L. Greene, Chairperson	Contract Administrator
Signature Date *	Signature Date
DEC 19 2006	(date Microsoft affiliate countersigns) DEC 17 2006
	Effective Date
	(may be different than our signature date)

\* indicates required field

Please sign two copies of this amendment and send them to your reseller or software advisor. Your reseller or advisor must submit them to the following address. When the amendment is fully signed, you will receive a confirming copy.

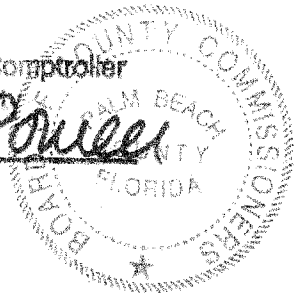
**Microsoft Licensing, GP**  
 Dept. 551, Volume Licensing  
 6100 Neil Road, Suite 210  
 Reno, Nevada USA 89511-1137

Prepared By: David Mills

APPROVED AS TO TERMS AND CONDITIONS  
 BY *[Signature]*  
 ITS DIRECTOR

Sharon R. Bock, Clerk & Controller

Palm Beach County  
 By *[Signature]*  
 Deputy Clerk



APPROVED AS TO FORM  
 AND LEGAL SUFFICIENCY  
*[Signature]*  
 COUNTY ATTORNEY

Enterprise Enrollment (indirect)

State and Local

Microsoft Business Agreement number (if applicable) <i>Reseller or Microsoft affiliate to complete</i>	U0275474	Framework ID	N36
Enterprise Agreement number <i>Reseller or Microsoft affiliate to complete</i>	01E61767	Reseller purchase order number <i>Reseller to complete</i>	
Enrollment number <i>Microsoft affiliate to complete</i>		Previous Qualifying Enrollment number <i>Reseller to complete</i>	5924716
		Previous Qualifying Enrollment end date <i>Reseller to complete</i>	9/30/09

This Microsoft Enterprise Enrollment is entered into between the following entities signing, as of the effective date identified below.

**Definitions.** When used in this enrollment, “you” refers to the entity that signs this enrollment with us, and “we” or “us” refers to the Microsoft entity that signs this enrollment.

“Qualifying Enrollment,” means (i) an enterprise enrollment under a separate Microsoft Select Master Agreement or Microsoft Enterprise Agreement; (ii) any enterprise subscription enrollment entered into under a separate Microsoft Enterprise Subscription Agreement; or (iii) any other enrollment submitted under the Microsoft Enterprise Agreement identified on the cover page.

All other definitions in the Microsoft Enterprise Agreement identified above apply here.

**Effective date.** If you are renewing Software Assurance from one or more previous “Qualifying Enrollments” then the effective date will be the day after the first Enrollment expires.

Otherwise the effective date will be the date this enrollment is signed by us. Where a previous Qualifying Enrollment is being used, your reseller will require that enrollment number and end date to complete the applicable boxes above.

**Term.** This enrollment will expire 36 full calendar months from the effective date. It could be terminated earlier or renewed as provided in the Microsoft Enterprise Agreement. We will advise you of your renewal options before it expires.

**Representations and warranties.** By signing this enrollment, the parties agree to be bound by the terms of this enrollment, and you represent and warrant that: (i) you have read and understand the Microsoft Business Agreement identified above (if any) and the Microsoft Enterprise Agreement, including all documents it incorporates by reference and any amendments to those documents, and agree to be bound by those terms; and (ii) you are either the entity that signed the Microsoft Enterprise Agreement or its affiliate.

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

This enrollment consists of (1) this cover page, (2) the Contact Information Page(s), (3) the Enterprise order information, (4) the Reseller Information Form, (5) the product order as provided to us by the reseller (6) the Media Order Form, and (7) the Core User CAL Terms and Conditions (if applicable).

Customer	Contracting Microsoft Affiliate
Name of entity * Palm Beach County BOCC	Microsoft Licensing, GP
Signature *	Signature
Printed name *	Printed name Deborah Moravec
Printed title *	Printed title Program Manager, Compliance
Signature date *	Signature date (date Microsoft affiliate countersigned) NOV 11 2009
* indicates required fields	Effective date (may be different than our signature date)

Microsoft Volume Licensing web sites	
(Note: We will advise you of any changes to these URLs.)	
Product use rights	<a href="http://microsoft.com/licensing">http://microsoft.com/licensing</a>
Product List	<a href="http://microsoft.com/licensing">http://microsoft.com/licensing</a>
Microsoft Volume Licensing Services (MVLS) (password protected site to view orders under this enrollment)	<a href="https://licensing.microsoft.com/">https://licensing.microsoft.com/</a>
Customer guide	<a href="http://microsoft.com/licensing/programs/">http://microsoft.com/licensing/programs/</a>

Notices to Microsoft should be sent to:	Copies should be sent to:
MSLI, GP 6100 Neil Road, Suite 210 Reno, Nevada USA 89511-1137 Dept. 551, Volume Licensing	Microsoft Law and Corporate Affairs One Microsoft Way Redmond, WA 98052 USA Volume Licensing Group (425) 936-7329 fax

Attachments:

<input checked="" type="checkbox"/>	<u>Media Order Form (required)</u>
<input type="checkbox"/>	<u>Core User CAL Terms and Conditions, if applicable</u>
<input type="checkbox"/>	<u>MS Capital Form, if applicable</u>

**Customer.** Please remit to your reseller.

**Reseller.** Please remit to Microsoft.

**1. Contact information.** Each party will notify the other in writing if any of the information in the following contact information page(s) change. The \* indicates required fields. By providing contact information, you consent to its use for purposes of administering this enrollment by us, our affiliates, and other parties that help us administer this enrollment.

**Primary contact information:** The customer signing on the cover page must identify an individual from inside its organization to serve as the primary contact. This contact is the default online administrator for this enrollment and receives all notices unless you provide us written notice of a change. The online administrator may appoint others as administrators and grant others access to online information.

Customer		
Name of entity *		Contact name *
Palm Beach County BOCC		Last Bordelon First Steven
Street address *		Contact email address (required for online access) *
301 North Olive Ave		sbordelo@pbcgov.org
City *	State/Province *	Phone
West Palm Beach	FL	561-355-2394
Country *	Postal code *	Fax
USA	33401	561-355-3482

**Notices and online access contact information:** Complete this only if you want to designate a notices and online access contact different than the primary contact. This contact will become the default online administrator for this enrollment and receive all notices. This contact may appoint other administrators and grant others access to online information.

Notices and online access contact		
<input type="checkbox"/> Same as primary contact		
Name of entity		Contact name
Palm Beach County BOCC		Last Beno First Joan
Street address		Contact email address (required for online access)
301 North Olive Ave		jbeno@pbcgov.org
City	State/Province	Phone
West Palm Beach	FL	561-355-6762
Country	Postal code	Fax
USA	33401	561-355-3482

**Language preference:** This section designates the language in which you prefer to receive notices.

English
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**Additional electronic contractual notices contact information:** This contact will receive electronic contractual notices in addition to the notices contact. This contact is not required if you do not want an additional set of notices issued.

<i>Electronic contractual notices contact</i>		
Name of entity		Contact name Last First
Street address		Contact email address (required for electronic notices)
City	State/Province	Phone
Country	Postal code	Fax

**Software Assurance benefits contact:** This contact will receive communications concerning Software Assurance benefits, and any additional TechNet subscriptions that have been ordered separately from Software Assurance under this enrollment. This contact is optional. If this contact is not completed, any notices for Software Assurance benefits will default to the notices and online contact.

<i>Software Assurance benefits contact</i>		
Name of entity		Contact name Last First
Street address		Contact email address (required for electronic notices)
City	State/Province	Phone
Country	Postal code	Fax

**MSDN contact:** This contact will receive communications concerning registration for MSDN products ordered under this enrollment. This contact is optional. If this contact is not completed, any notices for MSDN will default to the notices and online contact.

MSDN contact		
Name of entity		Contact name Last First
Street address		Contact email address (required for electronic notices)
City	State/Province	Phone
Country	Postal code	Fax

**Microsoft account manager:** This section designates your Microsoft account manager contact.

Microsoft account manager name Myrna Pinto	Microsoft account manager email address myrnap@microsoft.com
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## 2. Defining your enterprise.

Use this section to identify which affiliates will be included in your enterprise. Your enterprise must consist of entire government agencies, departments or legal jurisdictions, not partial government agencies, departments, or legal jurisdictions. Each affiliate must be entirely "in" or entirely "out." All affiliates acquired after the effective date of this enrollment that are not party to a Qualifying Enrollment of their own will automatically be included unless you fill in part b below.

**a. Use this part (a) to determine which current affiliates will be included in your enterprise. Check only one of the boxes in part (a).**

<input checked="checked" type="checkbox"/>	Only you (and no other affiliates) will be participating
<input type="checkbox"/>	You and the following affiliates will be participating (attach a list of names on a separate piece of paper if more than 10 affiliates are being included):
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

**b. Use this part (b) to indicate whether affiliates with which you consolidate after the enrollment effective date will be included. Unless you check the box below, all affiliates you consolidate with after the enrollment effective date that are not party to a Qualifying Enrollment of their own will automatically be included.**

<input type="checkbox"/>	Exclude all affiliates consolidated with after the enrollment effective date that are not party to a Qualifying Enrollment of their own.
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3. Selecting your language option.

Select the option for the languages in which you will run the products licensed under this enrollment. The options and their corresponding languages are identified here.

All Languages		
"Listed Languages"	"Restricted Languages"	"Extended Languages"
Arabic Bulgarian Chinese Simplified Chinese Traditional Croatian English <sup>1</sup> Hebrew Indic Japanese Korean Portuguese (Brazil) Romanian Russian Serbian Spanish <sup>2</sup> Thai Turkish Ukrainian	Danish Dutch English <sup>1</sup> Finnish French <sup>3</sup> German Greek Italian Norwegian Portuguese (Portugal) Spanish <sup>2</sup> Swedish	Czech Estonian Hungarian Latvian Lithuanian Polish Slovenian Slovak
<p><sup>1</sup> English is a Listed Language if this enrollment is signed outside of the following countries and a Restricted Language if this enrollment is signed inside these countries: Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, France, Finland, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, United Kingdom, Switzerland, Sweden, or Spain. English is a "Listed Language", except when restricted as described in the "Restricted Languages" list (see footnote 3)</p> <p><sup>2</sup> Spanish is a Listed Language only if this enrollment is signed in Latin America and is otherwise Restricted Language.</p> <p><sup>3</sup> French is a "Listed Language," if signed in Canada</p>		

- Select All Languages to run your products in any of the Listed, Extended or Restricted Languages. This option also allows you to run Multi-Language packs for your products.
- Select Listed Languages to run your products in those languages.
- Select Extended Languages to run your products in those languages.
- If you select the Listed or Extended Languages option you may run up to 10% of the copies of each of your products in All Languages.

Check one box	
<input checked="" type="checkbox"/>	Listed Languages
<input type="checkbox"/>	All Languages
<input type="checkbox"/>	Extended Languages

4. Language allocation.

Provide us with your good faith estimate of the specific languages in which you will run all copies of all products and the approximate percentage of those copies you will run in each language. Information that you provide here does not limit your future use of products under this enrollment in any permitted language within the language group you select above. Attach a separate sheet if more space is needed.

Language	Percentages
English	100%%
	%
	%
	%

5. Applicable currency.

Payments made in connection with this enrollment must be in U.S. Dollars

6. Establishing your price level.

The price level for enterprise products is determined by the terms and conditions of the enterprise agreement. Your price level for additional products will be level "D".

<b>Qualified desktops:</b> You represent that the total number of qualified desktops in your enterprise is, or will be increased to, this number during the initial term of this enrollment (This number must be equal to at least 250 desktops).	5292
<b>Qualified users:</b> You represent that the total number of qualified users in your enterprise is, or will be increased to, this number during the initial term of this enrollment (This number must be equal to at least 250 users).	

## 7. Enterprise product orders.

Your reseller will provide you with your product pricing and order. Your prices and payment terms for all products ordered will be determined by agreement between you and your reseller. Your reseller will provide us with your order separately from this enrollment.

We will invoice your reseller in three equal annual installments for the enterprise products covered by your initial order. The first installment will be invoiced to your reseller upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. We will invoice your reseller for the enterprise products covered by any true up orders in total upon our acceptance of each true up order.

Select the enterprise products to be covered by your initial order. If you select the Core CAL, you must select either *desktop* or *user* licenses.

Enterprise Products	Desktop Licenses	User Licenses
Windows Desktop Operating System Upgrade	<input type="checkbox"/>	
Office Professional <sup>1</sup>	<input type="checkbox"/>	
Office Standard <sup>1</sup>	<input type="checkbox"/>	
Core Client Access License <sup>1, 2</sup>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exchange Server Client Access License <sup>2</sup>	<input type="checkbox"/>	<input type="checkbox"/>
SharePoint Portal Server Client Access License <sup>2</sup>	<input type="checkbox"/>	<input type="checkbox"/>
Windows Server Client Access License <sup>2</sup>	<input type="checkbox"/>	<input type="checkbox"/>
Systems Management Server Configuration Management License	<input type="checkbox"/>	
Windows Terminal Services Client Access License <sup>2</sup>	<input type="checkbox"/>	<input type="checkbox"/>
Office Live Communication Server Client Access License <sup>2</sup>	<input type="checkbox"/>	<input type="checkbox"/>
SQL Server Client Access License <sup>2</sup>	<input type="checkbox"/>	<input type="checkbox"/>

<sup>1</sup> The components of the current versions of Office Professional, Office Standard and the current versions of the components that make up the Core CAL, are identified in the Product List.

<sup>2</sup> If you select a User CAL and the agreement identified on the cover page is version 6.1 or earlier, the User CAL Terms and Conditions apply.

## **8. Additional Products**

We will invoice your reseller for each additional product covered by your initial order in three equal annual installments. The first installment will be invoiced to your reseller upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. We will invoice your reseller for any new additional product not initially included in your enrollment in total upon our acceptance of your order. We will invoice your reseller for additional products initially included in your enrollment and covered by any true up order submitted during the initial term in total upon our acceptance of your true up order.

## **9. Qualifying systems licenses.**

All desktop operating system licenses provided under this program are upgrade Licenses. **No full operating system licenses are available under this program.** Therefore, if you select the Windows Desktop Operating System Upgrade & Software Assurance, all qualified desktops on which you will run the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at <http://www.microsoft.com/licensing>. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of your order. That list is more extensive at the time of your initial order than it is for some subsequent true ups and system refreshes during the term of your enrollment.

## **10. Renewal orders.**

For any 36-month renewal, your renewal order will be invoiced to your reseller in three annual installments. The first installment will be invoiced upon our acceptance of the renewal order; the remaining installments will be invoiced at the next two anniversaries of the effective date of that renewal term. For any 12-month renewal and for any true up orders, we will invoice your reseller in total upon our acceptance of your order.

Your reseller should complete the following sections and sign this form where indicated.

**General information**

Reseller company name: SHI <i>International Corp</i>
Street address: (PO boxes will not be accepted) 33 Knightsbridge Road
City and State / Province and postal code: Piscataway, NJ 08854
Country: USA
Contact name: <i>Rajeev Tolani</i>
Phone number: 888-764-8888
Fax number: 732-537-7325
Email address: msteam@shi.com

The undersigned confirms that the reseller information is correct.

Name of reseller SHI <i>International Corp</i>
Signature <i>[Signature]</i>
Printed name <i>Rajeev Tolani</i>
Printed title Licensing Specialist
Date <i>11/16/09</i>

SLG Enterprise and Enterprise Subscription Media Order Form

Media shipping information form - starter CD kit

Enrollment information		Reseller contact	
Agreement number (Reseller or Microsoft affiliate to complete)	01E61767	Company name:	SHI International Corp
Enrollment number (Microsoft affiliate to complete)		Contact name:	Lawrence J. Jones
Customer contact Name:	Joan Beno	Contact email:	msteam@shi.com
		Contact phone:	888-764-8888

THIS FORM MUST BE ATTACHED TO AN ENROLLMENT.

At your option, starter CD kits and CD-ROM subscriptions relating to your enrollment that you choose to receive will be shipped to the address below. Terms used but not defined in this form have the meanings given to them in your enrollment identified in this form.

The starter CD kit ship to information identifies the delivery location. If you do not elect physical media, and intend to download copies of software instead, please provide the download delivery location as the starter CD kit ship to information.

Starter CD kit ship to information ( * indicates required information)	
<input checked="" type="checkbox"/> Same as notices contact in the enrollment	
Customer name *	Contact name *
Street address * (no PO boxes accepted)	Contact email address *
City and State / Province *	Contact phone number *
Country and postal code *	Contact fax number

If you choose below to receive media, then upon our acceptance of your enrollment, we will send you your starter CD kit in the language(s) you select. This starter CD kit will be provided at no additional charge, in order to permit you to exercise the license rights granted under your enrollment and related Enterprise Agreement. You may also subscribe to updates in the form of CDs, or upon reasonable notice, electronic download or similar other means. If you need additional starter CD kits and updates, you may order these through your reseller for a fee. For a complete list of the contents of any kit, visit the web site at <http://selectug.mslicense.com/>.

- ☐ Yes, I want to receive a starter CD kit (media)
- ☒ Yes, I want to subscribe to receive CD kit updates
- ☒ No, I do not want to receive a starter CD kit (media)
- ☐ No, I do not want to subscribe to receive CD kit updates

SLG Enterprise and Enterprise Subscription Media Order Form

Media shipping information form – starter CD kit (continued)

For each language and group you wish to receive, mark the corresponding box with an X

Language	Enterprise Kit	Mapping Kit*
English	<input checked="" type="checkbox"/>	<input type="checkbox"/>
English/Multi-Language**	<input type="checkbox"/>	
Arabic	<input type="checkbox"/>	
Brazilian Portuguese	<input type="checkbox"/>	
Bulgarian	<input type="checkbox"/>	
Chinese Simplified ***	<input type="checkbox"/>	
Chinese Traditional	<input type="checkbox"/>	
Chinese Traditional Hong Kong/Pan-Chinese	<input type="checkbox"/>	
Croatian	<input type="checkbox"/>	
Czech	<input type="checkbox"/>	
Danish	<input type="checkbox"/>	
Dutch	<input type="checkbox"/>	
Estonian	<input type="checkbox"/>	
Finnish	<input type="checkbox"/>	
French	<input type="checkbox"/>	<input type="checkbox"/>
German	<input type="checkbox"/>	<input type="checkbox"/>
Greek	<input type="checkbox"/>	
Hebrew	<input type="checkbox"/>	
Hungarian	<input type="checkbox"/>	
Italian	<input type="checkbox"/>	<input type="checkbox"/>
Japanese	<input type="checkbox"/>	
Korean	<input type="checkbox"/>	
Latvian	<input type="checkbox"/>	
Lithuanian	<input type="checkbox"/>	
Norwegian	<input type="checkbox"/>	
Polish	<input type="checkbox"/>	
Portuguese	<input type="checkbox"/>	
Romanian	<input type="checkbox"/>	
Russian	<input type="checkbox"/>	
Serbian	<input type="checkbox"/>	
Slovak	<input type="checkbox"/>	
Slovenian	<input type="checkbox"/>	
Spanish	<input type="checkbox"/>	<input type="checkbox"/>
Swedish	<input type="checkbox"/>	
Thai	<input type="checkbox"/>	
Turkish	<input type="checkbox"/>	
Ukrainian	<input type="checkbox"/>	

\* Mapping Kit is not available for use in or shipment to India, Hong Kong SAR, Macau SAR, China, Morocco Pakistan, and Turkey.

\*\* Before installing any of the Multilanguage Packs, the English version of the product must first be installed. If you order English/Multilanguage, you must also order English.

\*\*\* Chinese Simplified Windows XP Professional is not available in the Enterprise Chinese Simplified Kit and is only available in certain countries. Contact your reseller for availability in your region.

= Not Available



Microsoft Enterprise Enrollment – State and Local  
Amendment

Enrollment number <i>Microsoft to complete</i>		Amendment ID	CTX-	000-shancock-541
			ID Number <i>Microsoft to complete</i>	

This amendment is entered into between the customer and Microsoft affiliate signing, as of the effective date identified below. All terms used but not defined will have the same meanings as in the Microsoft Enterprise Enrollment identified above "the enrollment." The following terms and conditions amend the terms and conditions of the enrollment identified above, but only with respect to the customer identified below and only for purposes of this enrollment.

Notwithstanding anything to the contrary in this enrollment or the enterprise agreement associated herewith, you may submit the renewal order no later than one hundred twenty (120) days after the previous enterprise enrollment term expires, so long as the effective date of your renewal order starts one day following the expiration of the prior term.

We must receive your fully-executed copy of this amendment and your enrollment to which it is associated, along with your reseller's purchase order, no later than January 28, 2010 or this amendment shall expire and become null and void.

Except for changes made by this amendment, all terms of this enrollment remain unchanged. By signing below, the parties agree to be bound by the terms of this amendment.

Customer	Contracting Microsoft Affiliate
Name of Entity * Palm Beach County - BOCC	Microsoft Licensing, GP
Signature *	Signature
Printed Name *	Printed Name Deborah Moravec
Printed Title *	Printed Title Program Manager, Compliance
Signature Date *	Signature Date (date Microsoft affiliate countersigns) NOV 11 2009
	Effective Date (may be different than our signature date)

\* indicates required field

Please sign this amendment and send it with your enrollment to your reseller. Your reseller must submit it to the following address. When the amendment is fully signed, you will receive a confirming copy.

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

Prepared By: Steve Hancock, Licensing Specialist