RESOLUTION NO. 11-897

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE MICROSOFT BUSINESS AGREEMENT BETWEEN MICROSOFT LICENSING, G.P. AND THE TOWN OF MIAMI LAKES FOR ENTERPRISE SOFTWARE SERVICES; APPROVING CONTRACTS BETWEEN DELL, CDWG AND THE TOWN OF MIAMI LAKES FOR INFORMATION TECHNOLOGY PURCHASES; WAIVING PROCUREMENT PROCEDURES; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT AND ACCESS THE FEDERAL AND STATE CONTRACTS; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT AND THE CONTRACTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the "Town") uses Microsoft products for its computers and servers, and as such it is required to enter into a licensing agreement with Microsoft Licensing, G.P. for their use; and

WHEREAS, the Town Council authorized the allocation of $110,000 for information technology (IT) purchases at the April Town Council meeting; and

WHEREAS, Section 2(H)(2) of the Town's purchasing procedures authorizes the Town Council, in accordance with certain stipulations, to enter into contracts without competitive bidding by utilizing contract terms and prices entered into by other governmental authorities; and

WHEREAS, the State of Florida Department of Management Services has negotiated a Microsoft Business Agreement with Microsoft Licensing, G.P. for enterprise software services, a copy of which is attached as Exhibit "A" (the "Agreement"); and

WHEREAS, the Federal General Services Administration has negotiated contracts with

CDWG and the State of Florida Department of Management Services has negotiated contracts with Dell who provide Best Price Contracts for the purchase of certain Information Technology (IT) items for access by local governments, in form substantially as attached hereto as Exhibit "B," (the "Contracts"); and

WHEREAS, the Town Council finds that approval of the Agreement between the Town and Microsoft and the entering into the Contracts with Dell and CDWG for IT purchases is in the best interests of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The above recitals are true and correct and incorporated into this resolution by this reference.

Section 2. **Approval of Agreement.** The Microsoft Business Agreement between Microsoft Licensing, G.P. and the Town of Miami Lakes (the "Agreement"), a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

Section 3. **Approval of Contracts.** The applicable Federal and State contracts between CDWG and DELL with the Town of Miami Lakes (the "Contracts"), in form substantially as attached hereto as Exhibit "B," together with such changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, are approved.

Section 4. **Waiver of Procurement Procedures.** The Town Council hereby waives Procurement Procedures pursuant to Section 2(H)(2) of the Town's Purchasing Procedures.

Section 5. **Authorization of Town Officials.** The Town Manager and Town

Attorney are authorized to take all steps necessary to execute the purchase of and implement the terms and conditions of the Agreement and the Contracts.

Section 6. **Authorization of Fund Expenditure.** The Town Manager is authorized to expend budgeted funds to execute the purchase of and implement the terms and conditions of the Agreement and the Contracts.

Section 7. **Execution of Agreement.** The Town Manager is authorized to execute the Agreement and the Contracts on behalf of the Town, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement or the Contracts and to execute any extensions and/or amendments to the Agreement or the Contracts, subject to the approval as to form and legality by the Town Attorney.
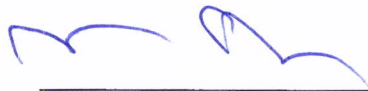
Section 8. **Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 10th day of May, 2011.

Motion to adopt by Mayor Michael Pizzi, second by Councilmember Mary Collins.

FINAL VOTE AT ADOPTION

Mayor Michael Pizzi	Yes
Vice Mayor Nick Perdomo	Yes
Councilmember Mary Collins	Yes
Councilmember Tim Daubert	Yes
Councilmember Nelson Hernandez	Yes
Councilmember Ceasar Mestre	Yes
Councilmember Richard Pulido	Yes

_____
Michael Pizzi
MAYOR

ATTEST:

_____
TOWN CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

_____
TOWN ATTORNEY
Weiss, Serota, Helfman, Pastoriza,
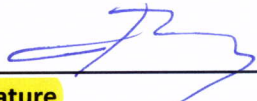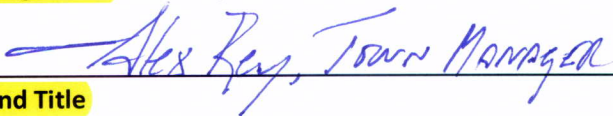Cole & Boniske, P.L.

Electronic Document Submission Authorization

By signing below, you agree that the accompanying contract documentation is authorized to be submitted to Microsoft Licensing, G.P. via electronic means.

Additionally, you acknowledge and consent that:

- The electronically submitted version of the contract document(s) is a legally binding arrangement, and that no other copies of the agreement will be processed.

- Upon execution by Microsoft, the contract documentation will be returned to you with an original Microsoft signature on your non-original signature document.

Customer Name	
Town of Miami Lakes	
Customer Representative Signature	
	Alex Rey, Town Manager
Customer Printed Name and Title	
Date	
	5/17/11

![shi logo]

Town of Miami Lakes

Ronald McKenzie
Phone: (305) 622-8040
Fax:
Email: rmckenzie@miamigardens-fl.gov

Account Executive

Thomas Naelon
18069 SW 152nd Ave.
Miami, FL 33187
Phone: 305-971-5266
Fax: 305-971-5283
Email: thomas_naelon@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Microsoft Enterprise Desktop - Office Pro Plus/Win Pro w/MDOP/Core CAL/SQL CAL - SA Annual Payment MICROSOFT - Part#: A01-00045-COMG-SAO	50	$312.00	$15,600.00
2	Win Svr Ent L/SA MVL EA Addon Annual Payment MICROSOFT - Part#: P72-00188	9	$955.05	$8,595.45
3	Exchange Svr Ent L/SA MVL EA Addon Annual Payment MICROSOFT - Part#: 395-02504	1	$1,641.20	$1,641.20
4	SQL Svr Ent Edtn L/SA MVL EA Addon Annual Payment MICROSOFT - Part#: 810-04760	1	$3,481.03	$3,481.03
5	SC Config Mgr Svr w/SQL L/SA MVL EA Addon Annual Payment MICROSOFT - Part#: J4A-00155	1	$535.23	$535.23

Shipping	$0.00
Total	$29,852.91

Additional Comments

SHI Fed ID# 22-3009648

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

Microsoft | Volume Licensing

Program Signature Form

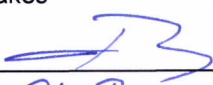|	
MBA/MBSA number	U0275474
Agreement number	01E61767

SGN-	

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

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

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

Contract Document	Number or Code
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Enrollment/Affiliate Registration Form>	
<Choose Enrollment/Affiliate Registration Form>	
<Choose Enrollment/Affiliate Registration Form>	
<Choose Enrollment/Affiliate Registration Form>	
Amendment	W16 (New)

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

Customer	Microsoft Affiliate
Name of Entity (must be legal entity name) * Town of Miami Lakes	**Microsoft Licensing, GP**
Signature * _Alex Rey (signature)_	**Signature**
Printed Name * _Alex Rey_	**Printed Name**
Printed Title * _Town Manager_	**Printed Title**
Signature Date * _5/17/11_	**Signature Date** (date Microsoft Affiliate countersigns)

Tax ID	Effective Date
	(may be different than Microsoft's signature date)

indicates required field

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

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

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

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

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

Prepared By:

Enterprise Enrollment – State and Local
Amendment ID W16

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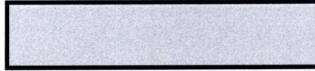
1.   On the first page of the Enrollment, the following is added after the second paragraph:

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 250 or more Qualified Desktops; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Desktops, 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 Desktops and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

2.   The section entitled "Establishing Customer price level," is hereby amended and restated in its entirety with the following:

Establishing Customer price level.

The price level indicated in this section will be Customer's price level for the initial Enrollment term for all Enterprise Products Enrolled Affiliate orders and for any Additional Products in the same pool(s). Customer's price level for any other Additional Products will be level "D".

Qualified Desktops: Enrolled Affiliate represents that the total number of Qualified Desktops in its Enterprise is, or will be increased to, this number during the initial term of this Enrollment (This number *may be less than* 250 desktops, *but must be at least 25 desktops*).	**50**
Qualified Users: Enrolled Affiliate represents that the total number of Qualified Users in its Enterprise is, or will be increased to, this number during the initial term of this Enrollment (This number *may be less than* 250 users, *but must be at least 25 users*).	

Number of desktops/users	Price level
250 to 2,399	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

	Qualified Desktop	Qualified User
Price level (for pools in which Customer orders an Enterprise Product):	**D**	
Price level (for pools in which Customer does not order an Enterprise Product):	**Price level "D"**	

3.   *Software Assurance addition and migration.*

Renewing Software Assurance: If customer will be renewing Enterprise 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 and migration.":

Customer is permitted to and will include in its initial order under this Enrollment the Software Assurance quantities identified in the table below (the "New Software Assurance"), even though Customer is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

On behalf of Customer and its Affiliates, Customer 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	Enrollment Number	Expiration Date

New Software Assurance replacing underlying Licenses

New Software Assurance Item Name	Quantity	Underlying license type being replaced (UA, SA or L&SA)

Only the Products listed above shall be orderable as Software Assurance. Any copies in excess of those quantities listed in the table above must be ordered as L&SA.

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

Microsoft | Volume Licensing

Enterprise Enrollment (indirect)

State and Local

		Framework ID	N36
Microsoft Business Agreement number (if applicable) *Reseller or Microsoft affiliate to complete*	U0275474	Reseller purchase order number *Reseller to complete*	
Enterprise Agreement number *Reseller or Microsoft affiliate to complete*	01E61767	Previous Qualifying Enrollment number *Reseller to complete*	
Enrollment number *Microsoft affiliate to complete*		Previous Qualifying Enrollment end date *Reseller to complete*	

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 Media Order Form, and (6) the Core User CAL Terms and Conditions (if applicable).

Customer	Contracting Microsoft Affiliate
Name of entity * **Town of Miami Lakes**	**Microsoft Licensing, GP**
Signature * *[signature]*	Signature
Printed name * *Alex Bey*	Printed name
Printed title * *Town Manager*	Printed title
Signature date * *5/17/11*	Signature date (date Microsoft affiliate countersigns)
* 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	http://microsoft.com/licensing
Product List	http://microsoft.com/licensing
Microsoft Volume Licensing Services (MVLS) (password protected site to view orders under this enrollment)	https://licensing.microsoft.com/
Customer guide	http://microsoft.com/licensing/programs/

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:

☐	**Media Order Form (required)**
☐	**Core User CAL Terms and Conditions, if applicable**
☐	**MS Capital Form, if applicable**

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 * Town of Miami Lakes		Contact name * Last McKenzie First Ronald
Street address * 1515 NW 167th St.		Contact email address (required for online access) * rmckenzie@miamigardens-fl.gov
City * Miami Gardens	State/Province * FL	Phone 305-622-8000 x2430
Country * USA	Postal code * 33169	Fax 305-474-1282

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		
☐ Same as primary contact		
Name of entity Town of Miami Lakes		Contact name Last Pierre First Gardimyr
Street address 15150 NW 79th Ct		Contact email address (required for online access) pierreg@miamilakes-fl.gov
City Miami Lakes	State/Province FL	Phone 305-361-6400 x1230
Country USA	Postal code 33015	Fax 305-558-8511

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

English

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.

Electronic contractual notices 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

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.

Software Assurance benefits 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

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	Microsoft account manager email address
Deana Bieg	debieg@microsoft.com

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).
☒	Only you (and no other affiliates) will be participating
☐	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.
☒	Exclude all affiliates consolidated with after the enrollment effective date that are not party to a Qualifying Enrollment of their own.

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	Danish	Czech
Bulgarian	Dutch	Estonian
Chinese Simplified	English[1]	Hungarian
Chinese Traditional	Finnish	Latvian
Croatian	French[3]	Lithuanian
English[1]Hebrew	German	Polish
Indic	Greek	Slovenian
Japanese	Italian	Slovak
Korean	Norwegian	
Portuguese (Brazil)	Portuguese (Portugal)	
Romanian	Spanish[2]	
Russian	Swedish	
Serbian		
Spanish[2]		
Thai		
Turkish		
Ukrainian		

[1] 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)

[2] Spanish is a Listed Language only if this enrollment is signed in Latin America and is otherwise Restricted Language.

[3] French is a "Listed Language," if signed in Canada

- 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
☐ **Listed Languages**
☒ **All Languages**
☐ **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".

Qualified desktops: 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).	50
Qualified users: 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	☒	
Office Professional Plus[1]	☒	
Office Enterprise	☐	
Office Enterprise SA Step-Up from Office Professional Plus [1]	☐	
Office Standard [1]	☐	
Core Client Access License [1, 2]	☒	☐
Enterprise Client Access License Suite[1, 2]	☐	☐
Enterprise Client Access License Suite SA Step-Up from Core CAL[1, 2]	☐	☐
Exchange Server Client Access License Standard[2]	☐	☐
Exchange Server Client Access License Enterprise [2]	☐	☐
Office SharePoint Server Client Access License Standard [2]	☐	☐
Office SharePoint Server Client Access License Enterprise[2]	☐	☐
Windows Server Client Access License [2]	☐	☐

Systems Management Server Configuration Management License	☐	
Systems Center Operations Manager Client Operations Management License	☐	
Windows Terminal Services Client Access License [2]	☐	☐
Office Communication Server Client Access License Standard [2]	☐	☐
Office Communication Server Client Access License Enterprise [2]	☐	☐
SQL Server Client Access License [2]	☒	☐
Microsoft Rights Management Services	☐	☐
Microsoft Forefront Security Suite	☐	☐

[1] 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.

[2] 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.

General information

Reseller company name: SHI International Corp
Street address: (PO boxes will not be accepted) 33 Knightsbridge Rd.
City and State / Province and postal code: Piscataway, NJ 08854
Country: USA
Contact name:
Phone number:
Fax number:
Email address:

The undersigned confirms that the reseller information is correct.

Name of reseller SHI International Corp.
Signature
Printed name
Printed title
Date