

## Scanning Cover Page

Program: Select Plus

Sector: Government State and Local

Customer Name:

State of Wisconsin

MBA/MBSA #:

Agreement #:

Enrollment #:

Forms Included:

☐ MBA / MBSA

☐ CPS

☐ COCP

☒ Agreement

☐ Reseller Price List

☐ Side Letter

☒ Enrollment

☐ Renewal Form

☐ Update Statement

☒ Amendment

☐ Transfer of License

# Electronically Submitted Documents Inventory Sheet

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## Contract Information:

|                     |                        |                               |        |
|---------------------|------------------------|-------------------------------|--------|
| <b>Entity Name</b>  | State of Wisconsin     | <b>Initial Invoice Amount</b> | \$0.00 |
| <b>Partner Name</b> | SHI International Corp | <b>Hotlist Deal</b>           | —      |

## Documents Submitted:

|   |   |   |                                       |
|---|---|---|---------------------------------------|
| 1 | Electronically Submitted Document Cover Sheet |   |                                       |
| 1 | Signature Form                                | — | MBSA                                  |
| 1 | Master Agreement                              | 1 | Enrollment                            |
| — | CPS (Standard or Field)                       | — | Program Renewal Form                  |
| — | Tax Exemption Request Form                    | — | Multiple Previous Enrollment Form     |
| — | Media Election Form                           | — | Supplemental Contact Information Form |
| 1 | Amendment(s)                                  | — | COCF                                  |
| — | CICR  | — | Perpetual License Transfer Form       |
| — | Other   |   |                                       |

## Special Instructions:

- Documents posted by 2pm PST will have ITs created the same day. Documents posted after 2pm PST, will have ITs created by the end of the next business day.
- Submitting a .tif file, instead of a .pdf, reduces the file size by more than half. This will allow faster uploading of documents.

2012-10-27

State of Wisconsin

United States

CC: SHI International Corp.

Dear Customer,

**Acceptance of your Microsoft® Select Plus Affiliate Registration**

**Public Customer Number: ACC1128C**

**Agreement Number: 7114393**

Thank you for selecting the Microsoft® Select Plus Agreement for your organization. We hope that you will find it a cost-effective solution for managing your business's software needs going forward.

The purpose of this letter is to advise you that your Select Plus Affiliate Registration is accepted and processed by Microsoft. Please find below a brief introduction to various aspects of your Licensing Agreement, all of which are designed to help you manage your software licenses during the course of your Agreement. In addition, please refer to the table overleaf for a summary of your Licensing Agreement details and terms.

**Microsoft Volume Licensing Service Center (VLSC) Web site.** The Microsoft Volume Licensing Service Center (VLSC) is an online tool that makes it easy for you to manage Microsoft Volume Licensing program agreements, download licensed products, and access volume license keys - all in one place. The VLSC offers key benefits for licensed software management including:

- **Reporting.** View current and historical reporting across programs and agreements that includes key dates, contact information, order confirmations, and your license summary.
- **Product Downloads .** Download software through a simple, secure user interface. VLSC makes it easy for you to find the right product, based on your licensing entitlements. If you have chosen physical media delivery in addition to the software download option, your Welcome Kit, which contains product media and other licensing material, will be shipped via express delivery to the location specified on your enrollment. You can change this option to get faster access to software updates, save time and effort, and reduce your carbon footprint by opting in to Go Digital. To opt in to Go Digital and find out more information, visit: <http://www.digitalbychoice.com/>.
- **Volume License Product Keys (VLKs).** Access your Volume License Keys including Multiple Activation Keys (MAKs) and Key Management Server (KMS) keys. VLKs are issued to your company for your exclusive use. VLSC makes it easy for you to request product keys for the Windows desktop operating system, enables retrieval of volume license keys for all Microsoft licensed products, and provides access to technical support. You agree to use your best efforts to keep a secure record of these product keys, which includes not disclosing these product keys to any unauthorized third party. More information on Volume License Product Keys is also available at: <http://www.microsoft.com/licensing/resources/vol/default.aspx>.

- **Software Assurance Benefits and Subscriptions Management.** Access and manage your Software Assurance benefits and subscriptions for Online Services, Microsoft Developer Network (MSDN) and TechNet.
- **VLSC User Access.** Add and remove users plus manage your existing users by assigning permissions. Permissions include access to VLKs, product downloads, reporting, Software Assurance Benefits, MSDN and TechNet subscriptions, and Online Services.

You will be receiving your VLSC welcome letter within 1 to 2 business days. This welcome letter will also be sent to your Software Assurance Manager, Subscription Manager, and Online Services Manager (as applicable to your enrollment). You can access the VLSC homepage directly at: <https://www.microsoft.com/licensing/servicecenter/>.

**Software Assurance** – can help you get the most value from up-to-date technology with several key benefits that can save time and money. With Software Assurance's powerful combination of training, support and tools, and access to the latest software, your company can gain the flexibility it needs to keep your business edge. To review the Software Assurance Enhancements your organization is eligible for, simply log on to VLSC where details of your benefits are displayed.

**Contract Document Support Web Site** - A public web site where you can find essential contract information such as product use rights, Product List, and other supporting documents to your contract. This site is located at <http://www.microsoft.com/licensing/contracts>.

**Keeping your records up to date** – If you are not the correct contact person for information and announcements regarding this Licensing Agreement, or should the contact person or any of the address details change in the future, please update your Channel Partner, SHI International Corp.

Please note, during the course of your Licensing Agreement we will be contacting you from time to time to inform you about the status of your Licensing Agreement. Enclosed is a 'Microsoft Notification Lifecycle Summary' that explains when you can expect to hear from us during the term of this Agreement.

Finally, if you have any questions regarding your Agreement or the details overleaf, please contact your Channel Partner who will work with Microsoft on your behalf to resolve any queries you might have.

We thank you for using Microsoft software, and we look forward to continuing to support your software needs in the future.

| Microsoft Notification Lifecycle Summary         |   |   |  |
|--|---|---|--|
| Letter   | Purpose   | Recipient   | Time   |
| <b>On Acceptance of your Licensing Agreement</b> |   |   |  |
| Acceptance of your Microsoft Agreement (email)   | Confirmation of acceptance of your Licensing Agreement. Includes information necessary for you to benefit from your Agreement | Notices Contact of Affiliate Registration               | +3 days from Agreement acceptance and processing |
| Welcome to the Microsoft Volume                  | Provides you with registration details for the VLSC web site,   | Affiliate and Notices Contact of Affiliate Registration | +1 day from Agreement acceptance and processing  |

Licensing Service Center allowing you to view  
(VLSC) web site (email) your licensing purchases  
online

#### During the Lifecycle of your Licensing Agreement

|   |  |   |   |
|---|--|---|---|
| Microsoft Purchase<br>Volume Compliance<br>Review Reminder Letter | Reminder of the annual<br>review of your software<br>acquisitions to ensure<br>that price level<br>alignment continues to<br>reflect actual software<br>license acquisitions in<br>each product pool | Notices Contact of<br>Affiliate Registration                  | 10 months after the<br>Agreement start and<br>anniversary dates   |
| Price Level Change<br>Notification                                | Notification of<br>adjustments to price<br>level qualification based<br>on purchases.  | Affiliate and Notices<br>Contact of Affiliate<br>Registration | At time of purchase that<br>qualifies you for new<br>price level. |
| Welcome to Microsoft<br>Developer Network<br>(MSDN) Subscriptions | Registration details for<br>MSDN Subscriptions<br>(only applicable if MSDN<br>is purchased during the<br>term of the agreement)  | Notices Contact of<br>Affiliate Registration                  | + 3 days after order<br>acceptance and<br>processing              |
| Welcome to TechNet<br>Plus Subscriptions                          | Registration details for<br>TechNet (only applicable<br>if TechNet is purchased<br>during the term of the<br>agreement)  | Notices Contact of<br>Affiliate Registration                  | + 3 days after order<br>acceptance and<br>processing              |

#### Microsoft Volume License Agreement Summary

|   |                         |
|---|-------------------------|
| Customer Name                                     | State of Wisconsin      |
| Volume Licensing Program                          | Select Plus             |
| Primary Contact                                   | Karen Aasen             |
| Notices Contact                                   | Karen Aasen             |
| Lead / Agreement Customer Name                    | State of Wisconsin      |
| Software Assurance Benefits Contact               | Karen Aasen             |
| MSDN Contact                                      | Karen Aasen             |
| Channel Partner                                   | SHI International Corp. |
| Microsoft Business and Services Agreement Number* | 7114393                 |
| Agreement Number**                                | 7114393                 |
| Effective Date                                    | 2012-10-01              |

\* **Microsoft Business and Services Agreement (MBSA) number** - the umbrella Agreement initiating you and your affiliates' relationship with Microsoft under the Volume License Program and covering common terms that remain constant throughout the duration of that relationship. The term of the MBSA is perpetual, unless terminated by either party.

**\*\* Agreement number** – the unique number assigned to your Select Plus Agreement that enables your organization to sign enrollments with Microsoft..

| License Type | Product/Pool | Level | Software Assurance Membership | Pool Start Date |
|--------------|--------------|-------|-------------------------------|-----------------|
| Variable     | Applications | D     | No                            | 2012-10-01      |
| Variable     | Servers      | D     | No                            | 2012-10-01      |
| Variable     | Systems      | D     | No                            | 2012-10-01      |

Thank You,

Microsoft Volume Licensing Services Team

**This communication was sent from a non-monitored alias. Please do not reply. If you have questions concerning this communication, or the information contained therein, please contact your Microsoft channel partner for assistance.**

# Program Signature Form

MBA/MBSA number

Agreement number

SGN-

dbeale10122012

**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.


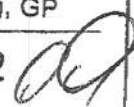
For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

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          |
|---|-------------------------|
| Select Plus Agreement                   | X20-02293               |
| <Choose Agreement>                      | Document Number or Code |
| <Choose Agreement>                      | Document Number or Code |
| <Choose Agreement>                      | Document Number or Code |
| <Choose Agreement>                      | Document Number or Code |
| Select Plus Affiliate Registration Form | X20-02349               |
| <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 |
| Amendment                               | CTM (new)               |
| Document Description                    | Document Number or Code |
| Document Description                    | Document Number or Code |
| Document Description                    | Document Number or Code |



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



| Customer   | Microsoft Affiliate  |
|--|--|
| Name of Entity (must be legal entity name)*<br>State of Wisconsin                            | Microsoft Licensing, GP<br><b>Microsoft</b><br>Microsoft Licensing, GP   |
| Signature*  | Signature                       |
| Printed First and Last Name* Rick Hughes   | Printed First and Last Name* OCT 18 2012   |
| Printed Title* BUREAU DIRECTOR<br>SBO P. Dept. of Administration                             | Printed Title* Debbie Dulaney  |
| Signature Date* OCT 22, 2012   | Signature Date* Duly Authorized on behalf of<br>Microsoft Licensing, GP<br>(date Microsoft Affiliate countersigns) |
| Tax ID   | Effective Date<br>(may be different than Microsoft's signature date)   |

\* indicates required field

Optional 2<sup>nd</sup> 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 First and Last Name*  | Printed First and Last 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: Name of Preparer  
Email of Preparer



# Select Plus Agreement Amendment ID CTM

dbeale10122012

1. For purposes of clarity, both parties hereby agree that wherever the term "Agreement" appears in the Enterprise Agreement, it will begin with a capital "A".

2. The section on page one between the table of contents and section 1, "Definitions" is hereby amended through mutual agreement of the parties and restated as follows:

This Microsoft Select Plus Agreement is entered into between the entities identified on the signature form.

**Effective date.** *Notwithstanding anything to the contrary in the Agreement, the effective date of this Agreement is October 1, 2012.*

This Agreement consists of (1) the terms and conditions of this Agreement *including any amendments* and all attachments identified therein, (2) the Product List, (3) the Product Use Rights applicable to Products licensed under this Agreement, (4) any Affiliate registration entered into under this Agreement, and (5) any Order submitted under this Agreement.

The parties agree to be bound by the terms of this Agreement.

3. Section 1, "Definitions" is hereby amended through mutual agreement of the parties to include revised definitions for the terms "Affiliate", "Customer", new definition "Municipality", "Online Services", "Service Level Agreement", new definition "State Agency", "Trade Secret" and "use or run" and restated as follows:

"Affiliate" means

a. with regard to Customer

*means those State Agencies and Municipalities, as defined below, that may purchase Products or Services using this Agreement, provided that neither the State of Wisconsin nor its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and*

"Customer" means *the State of Wisconsin, the Department of Administration, and its Affiliates;*

"Municipality" means *a county, city, village, town, school district, special purpose district, federally recognized Indian Tribes, Board of school directors, sewer district, drainage district, vocational, technical and adult education district or other public or quasi-public corporation, board or other body having authority to award public contracts within the State.*

"Online Services" means the Microsoft-hosted services identified in the Online Services section of the Product List. *Online Services does not include any service or product that includes or requires the State to purchase professional services to remediate, provision, migrate, deploy, install, implement or configure the product or service or includes consulting with or training the State personnel to use the product or service. For the purposes of this definition, Professional Services means services delivered by a human.*

"Service Level Agreement" means the document specifying the standards Microsoft agrees to adhere to and by which it measures the level of service for an Online Service. *Service Level Agreements can be found in the Product Use Rights document under the section for the desired product.*

"State Agency" means any office, department, institution of higher education, association, society or other body in state government that is authorized to expend monies appropriated by the state legislature.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy *consistent with meaning found in S.134.90(1)(c) of the Wisconsin Statutes*.

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

**6. Section 5, "How to know what Product Use Rights apply", paragraph b "Reservation of Rights" is hereby amended through mutual agreement of the parties and restated as follows:**

**b. Reservation of rights.** All rights not expressly granted are reserved by Microsoft.

*The Customer agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. The Customer further agrees to indemnify and hold harmless Microsoft, its directors, officials, agents and employees for any and all liability, including claims, demands, losses, costs, or damages to persons or property arising out of, or in connection with, or occurring in connection with, this Agreement where such liability is founded upon or grows out of acts or omissions of any of the Customer's officers, employees or agents while acting within the scope of their employment, where protection is afforded by §§893.82 and 895.46(1), of the Wisconsin Statutes.*

**7. Section 6 "How to order product licenses", paragraph e "Changing a reseller" is hereby amended through mutual agreement of the parties and restated as follows:**

**e. Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with one another, Registered Affiliate must choose a replacement Reseller. If Registered Affiliate or Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect, *unless the Registered Affiliate requests and Microsoft approves a shorter time period. Microsoft's approval will be based on the request and the approval of the early change by both the incumbent and future reseller.*

**8. Section 10, "How to renew an order" paragraph 2 is hereby amended by mutual agreement of the parties and restated as follows:**

*To maintain Software Assurance coverage for any copies previously ordered under this Agreement, Registered Affiliate must submit an Order for another term of Software Assurance for those Licenses prior to or on the expiration of the previous term. Notwithstanding anything to the contrary in the agreement or Affiliate Registration Form, Customer or its Affiliates may have until October 31, 2012 to submit orders to renew Software Assurance that will expire on September 30, 2012. All such Software Assurance will have a coverage date that begins on October 1, 2012.*

**9. Section 14, "Defense of infringement and misappropriation claims", is hereby amended by mutual agreement of the parties to revise the sentence following 14b(viii), and the paragraph following 14d(ii) and restate them in their entirety as follows:**

Sentence following 14b(viii):

*Customer will reimburse Microsoft, for any costs or damages, as determined by a court of competent jurisdiction that results from any of these actions.*

Paragraph following 14d(ii):

*Customer will, as determined by a court of competent jurisdiction, pay the amount of any resulting adverse final judgment (or settlement to which Customer consents). This section provides Microsoft's exclusive remedy for these claims.*

**12. Section 15, "Limitation of liability", paragraph c is hereby amended by mutual agreement of the parties and revised as follows:**

**c. Affiliates and Contractors.** Neither Microsoft nor Customer shall bring any action against the other's Affiliates or Contractors in respect of any matter disclaimed on their

behalf in this Agreement. Each party will indemnify the other in the event of any breach of this provision; *the Customer's indemnification of Microsoft shall be only to the extent set forth in sections 5b above.*

**13. Section 16, "Verifying compliance", paragraph c "Remedies for non-compliance" is hereby amended by mutual agreement of the parties and revised as follows:**

**c. Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use, Customer must promptly order sufficient licenses to cover its use. If material unlicensed use is found, Customer must reimburse Microsoft for the reasonable costs Microsoft has incurred in verification and acquire the necessary additional licenses at single retail license cost within 30 days.

**14. Section 18, "Miscellaneous" paragraph e is hereby amended by mutual agreement of the parties and restated as follows:**

**e. Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of *the State of Wisconsin*, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Registered Affiliate's state.

**14. Section 18 "Miscellaneous" new paragraphs beginning after paragraph p are hereby incorporated and stated below:**

*The parties agree and acknowledge that the provisions described below may not apply in the context of this software license agreement, however, to the extent that any provisions described below do have reasonable application, the parties agree that such provisions will be considered part of this agreement and that the parties will be bound thereby.*

**q. NONDISCRIMINATION / AFFIRMATIVE ACTION:**

*The Contractor shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following actions: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Contractor shall take affirmative action to ensure equal employment opportunities.*

*Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Contractor. An exemption occurs from this requirement if the Contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the Agreement is awarded, the Contractor shall submit the plan to the Wisconsin Department of Administration for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the Department.*

*The Contractor shall post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the Department that sets forth the provisions of the State of Wisconsin's nondiscrimination law. Failure to comply with the conditions of this clause may result in the Contractor's becoming declared an "ineligible" Contractor, termination of the Agreement, or withholding of payment.*

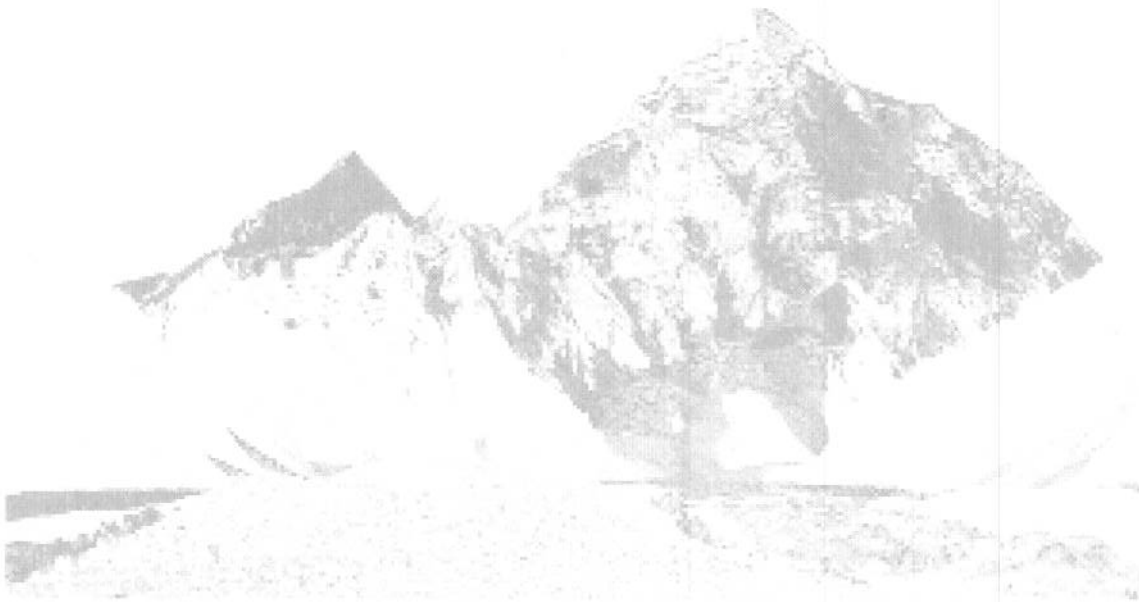
**r. CUSTOMER AND AFFILIATE OBLIGATIONS:**

*By placing an order with the Contractor or an authorized reseller, the Affiliate shall be bound by the terms and conditions of this Agreement. Neither the State of Wisconsin nor the Department of Administration is responsible or liable for any obligations created by any Affiliate.*

**s. Ownership of Data:**

*The Data and all other information stored in or accessed by the Online Service that is the result of any processing of Data shall be the property of the State of Wisconsin or the*

*Affiliate as appropriate. Microsoft does not acquire and may not claim any security interest in the Data. Microsoft shall not mine any information from the Data for any purpose.*



## Select Plus Affiliate Registration Form

## State and Local

|   |   |   |              |
|---|---|---|--------------|
| Registration Type<br><i>Reseller to complete</i>      | Lead Affiliate <input checked="" type="checkbox"/><br>Additional Affiliate <input type="checkbox"/> | Lead Affiliate Public Customer<br>Number (PCN)<br><i>Reseller to complete</i>       |              |
| Agreement Number<br>Microsoft or Reseller to complete |   | Additional Affiliate Public<br>Customer Number (PCN)<br><i>Reseller to complete</i> |              |
| Qualifying Contract<br><i>Reseller to complete</i>    |   | Change Affiliate Anniversary<br>Month<br><i>Reseller to complete</i>                | Choose Month |

By registering, Registered Affiliate accepts and agrees to be bound by the terms of the agreement and any applicable attachments (the "agreement"), and will be allowed to acquire Products in accordance with the Agreement.

If Registered Affiliate registers as an Additional Affiliate, Registered Affiliate represents that the Additional Affiliate is an eligible entity of the Lead Affiliate identified above.

This registration is valid when accepted by Microsoft and until it is terminated. Registered Affiliate will receive an acceptance notification confirming the effective date of this registration. Microsoft may refuse to accept a registration if there is a business reason for doing so. Either party may terminate this registration for any reason with 60 days advance written notice. Terminating this registration will terminate the Registered Affiliate's ability to place Orders under the agreement.

Each Registered Affiliate may qualify for and receive additional benefits by electing Software Assurance membership. By electing Software Assurance membership, the Registered Affiliate is committing to include Software Assurance with every eligible Order. To make this election, complete and submit the Select Plus Software Assurance Membership Election Form.

**Qualifying systems Licenses.** The operating system Licenses granted under this program are upgrade Licenses only. *Full operating system Licenses are not available under this program.* If Customer selects the Windows Desktop Operating System Upgrade, all qualified desktops on which the Customer runs 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/contracts>. Exclusions are subject to change when new versions of Windows are released.

In order to use a third party to reimage the Windows Operating System Upgrade, Registered Affiliate must certify that it has acquired qualifying operating system licenses. See the Product List for details.

### 1. Primary Contact Information.

Registered Affiliate must identify an individual from inside its organization to serve as the primary contact. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others.

**Name of entity\*** State of Wisconsin  
**Contact name\*: First** Karen **Last** Aasen  
**Contact email address\*** Karen.Aasen@wisconsin.gov  
**Street address\*** 101 E Wilson St., 6th Floor  
**City\*** Madison **State\*** WI **Postal code\*** 53703-3405  
**Country\*** USA  
**Phone\*** (608) 267-4506 **Fax**  
**Tax ID**



## 2. Notices and online administrator.

This individual receives contractual notices. They are also the online Administrator for the Volume Licensing Service Center and may grant online access to others.

☒ Same as primary contact

Name of entity\*

Contact name\*: First Last

Contact email address\*

Street address\*

City\* State\* Postal code\*

Country\*

Phone\* Fax

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

## 3. Language preference.

Select the language for notices. English

## 4. Ship to delivery address.

If media election form is not completed, provide a ship to/download to location for applying sales tax.

☒ Same as notices contact

Name of entity\*

Contact name\* First Last

Contact email address (required for online access)\*

Street address (no PO boxes accepted)\*

City\* State/Province\* Postal code\*

County Country\*

Phone\* Fax

In City Limits? ☐

Estimated Tax Rate

## 5. Reseller information.

Reseller company name\* SHI International Corp

Street address (PO boxes will not be accepted)\* 290 Davidson Avenue

City\* Somerset State\* NJ Postal code\* 08873


Country\* USA

Contact name\* Dania Hunt

Phone\* 888-764-8888 Fax 888-764-8889

Contact email address\* msteam@shi.com

The undersigned confirms that the information is correct.

|  |
|--|
| Name of Reseller* SHI International Corp   |
| Signature*  |
| Printed name* Licensing Specialist   |
| Printed title* Dania Hunt  |
| Date* 10/23/12   |

**Changing a Reseller.** If Microsoft or Reseller chooses to discontinue doing business with one another, Registered Affiliate must choose a replacement Reseller. If Registered Affiliate or Resellers intends to

terminate their relationship, the initiating party it 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.

## **6. Supplemental Contacts.**

Customer's Notices Contact identified above is the default contact for administrative and other communications. However, Customer may designate additional contacts using the Supplemental Contact Information form.

## **7. Software Assurance Membership Election.**

Each Registered Affiliate may qualify for and receive additional benefits with Software Assurance membership. By electing Software Assurance membership below, Registered Affiliate is committing for a minimum period of one year to include Software Assurance with every eligible Order, and to maintain Software Assurance for all copies of Products licensed under this program for at least one Product pool.

| Product pools | Yes                      | No                                  |
|---------------|--------------------------|-------------------------------------|
| Applications  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Systems       | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Servers       | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**Note:** If "Yes" is marked, orders for Licenses without Software Assurance will not be accepted.

**Only valid if attached to a signature form.**