CONTRACT SUPPLEMENT
SP-37 Rev. 01/02

Purchasing Contact:
Marcie Wilson, AFAO

Telephone Number:
(860) 622-2329

STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Contract Award Number
03ITZ0211AB
Contract Award Date
June 1, 2004
SUPPLEMENT DATE
May 29, 2009

CONTRACT AWARD SUPPLEMENT for June 2009

IMPORTANT: *This is NOT a Purchase Order. Do NOT Produce or Ship without an Agency Purchase Order.*

COMMODITY CLASS/SUBCLASS & DESCRIPTION: 5020 Microsoft Software

FOR:	**Department of Information Technology, All Using State Agencies, Municipalities, Political Subdivisions, Non-Profits and Education 101 East River Drive East Hartford, CT 06108**	TERM OF CONTRACT: **June 1, 2007 – May 31, 2010**
		"All other Terms and Conditions remain the same."
		AGENCY REQUISITION NUMBER:

NOTICE TO CONTRACTORS: This Contract Award Supplement is <u>not</u> an order to ship. The <u>using</u> agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on the purchase order.

The following is the current price list for June 2009

Date Issued: May 29, 2009

APPROVED_____

Jacqueline Shirley
***Director of Contract & Purchasing* Division**
(Original Signature on Document in Procurement Files)

STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Contract Award Number	
03ITZ0211AB	
Contract Award Date	
June 1, 2007	
SUPPLEMENT DATE	
January 14, 2009	

Purchasing Contact:
Marcie Wilson, AFAO

Telephone Number:
(860) 622-2329

CONTRACT AWARD SUPPLEMENT for Vendor Name Change

IMPORTANT: *This is <u>NOT</u> a Purchase Order. Do <u>NOT</u> Produce or Ship without an Agency Purchase Order*.

COMMODITY CLASS/SUBCLASS & DESCRIPTION: 5020 Microsoft Software

FOR:	**Department of Information Technology, All Using State Agencies, Municipalities, Political Subdivisions, Non-Profits and Education 101 East River Drive East Hartford, CT 06108**	TERM OF CONTRACT: **June 1, 2007 – May 31, 2010**
		"All other Terms and Conditions remain the same."
		AGENCY REQUISITION NUMBER:

NOTICE TO CONTRACTORS: This Contract Award Supplement is <u>not</u> an order to ship. The <u>using</u> agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on the purchase order.

This Supplement changes/updates the following:

Vendor Name Change to: Dell Marketing LLC
Core CT #:   03ITZ0211AB

Contact: Bill Fink, Government Sales   or   Eric Green
Account Executive   Government Sales Specialist
State and Local Government

Mobile: 773-617-9563	**Phone: 800-231-5559**
Fax: 847-465-3277	**Fax: 866-610-5636**
William_Fink@Dell.com	**Eric_Green@Dell.com**

All other Terms and Conditions remain the same

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*APPROVED*_____

Date Issued: January 14, 2009

Jacqueline Shirley
***Director of Contract & Purchasing* Division**
(Original Signature on Document in Procurement Files)

Part Number	Product Description	Product Type	State of CT Price
077-04008	Access 2007 Sngl MVL	Standard	$ 137.79
077-02521	Access SNGL LicSAPk MVL	License/Software Assurance Pack	$ 217.83
077-02567	Access Sngl SA MVL	Software Assurance	$ 80.03
689-00914	AutoRouteEuro 2007 SNGL MVL	Standard	$ 20.63
689-00491	AutoRouteEuro Win32 SNGL LicSAPk MVL	License/Software Assurance Pack	$ 33.00
689-00497	AutoRouteEuro Win32 SNGL SA MVL	Software Assurance	$ 11.55
SZC-00028	CCRDSSToolkitStd 2008 SNGL MVL	Standard	$ 235.15
Q56-00348	Entourage 2008 SNGL MVL	Standard	$ 44.56
Q56-00342	Entourage SNGL LicSAPk MVL	License/Software Assurance Pack	$ 70.96
Q56-00339	Entourage SNGL SA MVL	Software Assurance	$ 25.58
LTG-00074	ESPClt 1.0 SNGL MVL	Standard	$ 512.39
WNA-00065	ESPSDK 1.0 SNGL MVL	Standard	$ 56.93
065-05193	Excel 2007 Sngl MVL	Standard	$ 137.79
065-03452	Excel SNGL LicSAPk MVL	License/Software Assurance Pack	$ 217.83
065-03516	Excel Sngl SA MVL	Software Assurance	$ 80.03
D46-00735	ExcelMac 2008 SNGL MVL	Standard	$ 137.79
D46-00225	ExcelMac SNGL LicSAPk MVL	License/Software Assurance Pack	$ 217.83
D46-00255	ExcelMac SNGL SA MVL	Software Assurance	$ 80.03
PHJ-00705	ExprssnBlend 2 SNGL MVL	Standard	$ 255.78
PHJ-00115	ExprssnBlend SNGL LicSAPk MVL	License/Software Assurance Pack	$ 404.30
PHJ-00114	ExprssnBlend SNGL SA MVL	Software Assurance	$ 148.52
PHI-00582	ExprssnDsgn 2 SNGL MVL	Standard	$ 153.47
PHI-00145	ExprssnDsgn SNGL LicSAPk MVL	License/Software Assurance Pack	$ 242.58
PHI-00156	ExprssnDsgn SNGL SA MVL	Software Assurance	$ 89.11
FKA-00472	ExprssnEncdr 2 SNGL MVL	Standard	$ 102.31
FKA-00470	ExprssnEncdr SNGL LicSAPk MVL	License/Software Assurance Pack	$ 161.72
FKA-00471	ExprssnEncdr SNGL SA MVL	Software Assurance	$ 60.23
PHL-00748	ExprssnMdia 2 SNGL MVL	Standard	$ 102.31
PHL-00115	ExprssnMdia SNGL LicSAPk MVL	License/Software Assurance Pack	$ 161.72
PHL-00114	ExprssnMdia SNGL SA MVL	Software Assurance	$ 60.23
AQC-00215	ExprssnProSubs SNGL LicSAPk MVL	License/Software Assurance Pack	$ 876.26
AQC-00368	ExprssnProSubs SNGL LicSAPk MVL Promo	License/Software Assurance Pack	$ 658.43
AQC-00216	ExprssnProSubs SNGL SA MVL	Software Assurance	$ 517.34
PJS-00917	ExprssnStdio 2 SNGL MVL	Standard	$ 359.74
UCQ-00741	ExprssnWeb 2 SNGL MVL	Standard	$ 153.47
UCQ-00098	ExprssnWeb SNGL LicSAPk MVL	License/Software Assurance Pack	$ 242.58
UCQ-00112	ExprssnWeb SNGL SA MVL	Software Assurance	$ 89.11
S27-01837	InfoPath 2007 Sngl MVL	Standard	$ 121.29
S27-00055	InfoPath SNGL LicSAPk MVL	License/Software Assurance Pack	$ 191.42
S27-00056	InfoPath Sngl SA MVL	Software Assurance	$ 70.96
B21-01221	MapPoint 2009 SNGL MVL	Standard	$ 153.47
B21-00327	MapPoint Win32 SNGL LicSAPk MVL	License/Software Assurance Pack	$ 242.58
B21-00365	MapPoint Win32 Sngl SA MVL	Software Assurance	$ 89.11
ZS3-00412	MapPointFleet 2009 SNGL MVL	Standard	$ 752.49
ZS3-00159	MapPointFleet Win32 SNGL LicSAPk MVL	License/Software Assurance Pack	$ 1,188.14
ZS3-00151	MapPointFleet Win32 SNGL SA MVL	Software Assurance	$ 436.48
G71-03031	MSDNOS Win32 ALNG LicSAPk MVL	License/Software Assurance Pack	$ 590.77
G71-03030	MSDNOS Win32 ALNG SA MVL	Software Assurance	$ 356.44
4BA-00208	MSMath 3.0 SNGL MVL	Standard	$ 9.90
4BA-00233	MSMath SNGL LicSAPk MVL	License/Software Assurance Pack	$ 14.85
4BA-00222	MSMath SNGL SA MVL	Software Assurance	$ 5.78
B6I-01881	OfficeCmmnctr 2007R2 SNGL MVL	Standard	$ 20.63
B6I-00262	OfficeCmmnctr SNGL LicSAPk MVL	License/Software Assurance Pack	$ 33.00
B6I-00275	OfficeCmmnctr SNGL SA MVL	Software Assurance	$ 11.55
76J-01412	OfficeEnt 2007 SNGL MVL	Standard	$ 313.54
76J-01454	OfficeEnt SNGL LicSAPk MVL	License/Software Assurance Pack	$ 495.06
76J-01538	OfficeEnt SNGL SA MVL	Software Assurance	$ 182.35
76J-02966	OfficeEnt SNGL SASU MVL OfficeProPlus VLPromo	SA Step Up	$ 109.74
76J-02286	OfficeEnt SNGL WAH MVL	Work At Home	$ 171.62
79T-00959	OfficeGroove 2007 SNGL MVL	Standard	$ 90.76
79T-00893	OfficeGroove SNGL LicSAPk MVL	License/Software Assurance Pack	$ 143.57
79T-00930	OfficeGroove SNGL SA MVL	Software Assurance	$ 52.81
731-01667	OfficeMac 2008 SNGL MVL	Standard	$ 241.75
731-00508	OfficeMac SNGL LicSAPk MVL	License/Software Assurance Pack	$ 381.20
731-00533	OfficeMac SNGL SA MVL	Software Assurance	$ 140.27
BRE-00156	OfficeMobile 6.1 SNGL MVL	Standard	$ 5.78
79H-00016	OfficeMultiLangPk 2007 MVL	Standard	$ 61.06
79H-00042	OfficeMultiLangPk LicSAPk MVL	License/Software Assurance Pack	$ 97.36
79H-00046	OfficeMultiLangPk SA MVL	Software Assurance	$ 35.48
79P-01207	OfficeProPlus 2007 SNGL MVL	Standard	$ 313.54
269-05557	OfficeProPlus SNGL LicSAPk MVL	License/Software Assurance Pack	$ 495.06

Part Number	Product Description	Product Type	State of CT Price
269-05708	OfficeProPlus SNGL SA MVL	Software Assurance	$ 182.35
269-07501	OfficeProPlus SNGL SASU MVL fromOfficeStd	SA Step Up	$ 114.69
269-02512	OfficeProPlus SNGL WAH MVL	Work At Home	$ 171.62
021-07777	OfficeStd 2007 SNGL MVL	Standard	$ 241.75
021-05339	OfficeStd SNGL LicSAPk MVL	License/Software Assurance Pack	$ 381.20
021-05471	OfficeStd SNGL SA MVL	Software Assurance	$ 140.27
021-02910	OfficeStd SNGL WAH MVL	Work At Home	$ 117.16
S26-02566	OneNote 2007 Sngl MVL	Standard	$ 49.51
S26-00115	OneNote SNGL LicSAPk MVL	License/Software Assurance Pack	$ 77.56
S26-00119	OneNote Sngl SA MVL	Software Assurance	$ 28.88
543-03833	Outlk 2007 SNGL MVL	Standard	$ 54.46
543-01390	Outlk SNGL LicSAPk MVL	License/Software Assurance Pack	$ 87.46
543-01458	Outlk SNGL SA MVL	Software Assurance	$ 32.18
164-04764	Pblshr 2007 SNGL MVL	Standard	$ 95.71
164-02412	Pblshr SNGL LicSAPk MVL	License/Software Assurance Pack	$ 151.82
164-02441	Pblshr SNGL SA MVL	Software Assurance	$ 56.11
076-03817	Prjct 2007 SNGL MVL	Standard	$ 316.01
076-01810	Prjct SNGL LicSAPk MVL	License/Software Assurance Pack	$ 500.01
076-04499	Prjct SNGL LicSAPk MVL YrEndPromo	License/Software Assurance Pack	$ 424.10
076-01920	Prjct SNGL SA MVL	Software Assurance	$ 183.17
H30-01906	PrjctPro 2007 SNGL MVL w1PrjctSvrCAL	Standard	$ 526.41
H30-02639	PrjctPro SNGL LicSAPk MVL VLPromo	License/Software Assurance Pack	$ 625.43
H30-00255	PrjctPro SNGL LicSAPk MVL w1PrjctSvrCAL	License/Software Assurance Pack	$ 831.70
H30-02647	PrjctPro SNGL LicSAPk MVL YrEndPromo w1PrjctSvrCAL	License/Software Assurance Pack	$ 707.94
H30-00256	PrjctPro SNGL SA MVL w1PrjctSvrCAL	Software Assurance	$ 306.11
H30-00912	PrjctPro SNGL SASU MVL PrjctStd w1PrjctSvrCAL	SA Step Up	$ 333.34
079-03452	PwrPoint 2007 SNGL MVL	Standard	$ 137.79
079-01662	PwrPoint SNGL LicSAPk MVL	License/Software Assurance Pack	$ 217.83
079-01695	PwrPoint SNGL SA MVL	Software Assurance	$ 80.03
D47-00510	PwrPointMac 2008 SNGL MVL	Standard	$ 137.79
D47-00165	PwrPointMac SNGL LicSAPk MVL	License/Software Assurance Pack	$ 217.83
D47-00185	PwrPointMac SNGL SA MVL	Software Assurance	$ 80.03
SYC-00029	RoboticsDevStdioStd 2008 SNGL MVL	Standard	$ 293.74
B17-00468	StsandTrips 2009 SNGL MVL	Standard	$ 20.63
B17-00159	StsandTrips Win32 SNGL LicSAPk MVL	License/Software Assurance Pack	$ 33.00
B17-00160	StsandTrips Win32 SNGL SA MVL	Software Assurance	$ 11.55
JT9-00007	TechNetPlusDirect ALNG LicSAPk MVL	License/Software Assurance Pack	$ 374.60
JT9-00014	TechNetPlusDirect ALNG SA MVL	Software Assurance	$ 312.71
340-01257	VFoxProPro 9.0 Win32 SNGL MVL	Standard	$ 219.48
D87-02934	VisioPro 2007 SNGL MVL	Standard	$ 297.04
D87-01099	VisioPro SNGL LicSAPk MVL	License/Software Assurance Pack	$ 470.31
D87-04332	VisioPro SNGL LicSAPk MVL YrEndPromo	License/Software Assurance Pack	$ 399.55
D87-01158	VisioPro SNGL SA MVL	Software Assurance	$ 172.45
D87-02231	VisioPro SNGL SASU MVL VisioStd	SA Step Up	$ 257.43
D86-02852	VisioStd 2007 SNGL MVL	Standard	$ 135.32
D86-01240	VisioStd SNGL LicSAPk MVL	License/Software Assurance Pack	$ 212.88
D86-04128	VisioStd SNGL LicSAPk MVL YrEndPromo	License/Software Assurance Pack	$ 181.52
D86-01252	VisioStd SNGL SA MVL	Software Assurance	$ 78.38
324-00522	VisualSourceSafe 2005 SNGL MVL	Standard	$ 264.03
C5E-00376	VSPro 2008 SNGL MVL	Standard	$ 347.37
F1P-00101	VSProwMSDNPrem ALNG LicSAPk MVL	License/Software Assurance Pack	$ 1,665.05
F1P-00637	VSProwMSDNPrem ALNG LicSAPk MVL Promo	License/Software Assurance Pack	$ 1,300.36
F1P-00100	VSProwMSDNPrem ALNG SA MVL	Software Assurance	$ 1,371.32
F1P-00209	VSProwMSDNPrem ALNG SASU MVL VSProwMSDNPro	SA Step Up	$ 930.71
F1Q-00103	VSProwMSDNPro ALNG LicSAPk MVL	License/Software Assurance Pack	$ 734.34
F1Q-00540	VSProwMSDNPro ALNG LicSAPk MVL Promo	License/Software Assurance Pack	$ 430.70
F1Q-00102	VSProwMSDNPro ALNG SA MVL	Software Assurance	$ 605.62
130-00726	VSTeamArch 2008 SNGL MVL	Standard	$ 2,615.57
130-00003	VSTeamArch ALNG LicSAPk MVL wMSDNPrem	License/Software Assurance Pack	$ 4,133.75
130-00001	VSTeamArch ALNG SA MVL wMSDNPrem	Software Assurance	$ 1,517.36
130-00541	VSTeamArch ALNG SASU MVL VSProwMSDNPrem	SA Step Up	$ 2,469.52
130-00886	VSTeamArch ALNG SASU MVL wMSDNPrem VSProwMSDNPrem Promo	SA Step Up	$ 1,728.58
9LD-01034	VSTeamDB 2008 SNGL MVL	Standard	$ 2,615.57
9LD-00651	VSTeamDB ALNG LicSAPk MVL wMSDNPrem	License/Software Assurance Pack	$ 4,133.75
9LD-00649	VSTeamDB ALNG SA MVL wMSDNPrem	Software Assurance	$ 1,517.36
9LD-00931	VSTeamDB ALNG SASU MVL VSProwMSDNPrem	SA Step Up	$ 2,469.52
124-00815	VSTeamDev 2008 SNGL MVL	Standard	$ 2,615.57
124-00003	VSTeamDev ALNG LicSAPk MVL wMSDNPrem	License/Software Assurance Pack	$ 4,133.75
124-00001	VSTeamDev ALNG SA MVL wMSDNPrem	Software Assurance	$ 1,517.36
124-00647	VSTeamDev ALNG SASU MVL VSProwMSDNPrem	SA Step Up	$ 2,469.52
124-00967	VSTeamDev ALNG SASU MVL wMSDNPrem VSProwMSDNPrem Promo	SA Step Up	$ 1,728.58

Part Number	Product Description	Product Type	State of CT Price
121-01067	VSTeamSte 2008 SNGL MVL	Standard	$ 5,231.13
121-00003	VSTeamSte ALNG LicSAPk MVL wMSDNPrem	License/Software Assurance Pack	$ 8,267.50
121-01372	VSTeamSte ALNG LicSAPk MVL YrEndPromo Prem	License/Software Assurance Pack	$ 7,024.90
121-00001	VSTeamSte ALNG SA MVL wMSDNPrem	Software Assurance	$ 3,034.72
121-00005	VSTeamSte ALNG SASU MVL MSDNUnvrsl	SA Step Up	$ 4,136.23
121-00009	VSTeamSte ALNG SASU MVL VSTeamArchitect	SA Step Up	$ 4,134.58
121-00909	VSTeamSte ALNG SASU MVL VSTeamDBPro	SA Step Up	$ 4,134.58
121-00008	VSTeamSte ALNG SASU MVL VSTeamDev	SA Step Up	$ 4,134.58
121-00007	VSTeamSte ALNG SASU MVL VSTeamTst	SA Step Up	$ 4,134.58
121-01278	VSTeamSte ALNG SASU MVL wMSDNPrem VSTeamArchitect Promo	SA Step Up	$ 2,272.33
121-01291	VSTeamSte ALNG SASU MVL wMSDNPrem VSTeamDBPro Promo	SA Step Up	$ 2,272.33
121-01279	VSTeamSte ALNG SASU MVL wMSDNPrem VSTeamDev Promo	SA Step Up	$ 2,272.33
121-01280	VSTeamSte ALNG SASU MVL wMSDNPrem VSTeamTst Promo	SA Step Up	$ 2,272.33
122-00747	VSTeamTst 2008 SNGL MVL	Standard	$ 2,615.57
122-00003	VSTeamTst ALNG LicSAPk MVL wMSDNPrem	License/Software Assurance Pack	$ 4,133.75
122-00001	VSTeamTst ALNG SA MVL wMSDNPrem	Software Assurance	$ 1,517.36
122-00574	VSTeamTst ALNG SASU MVL VSProwMSDNPrem	SA Step Up	$ 2,469.52
122-00902	VSTeamTst ALNG SASU MVL wMSDNPrem VSProwMSDNPrem Promo	SA Step Up	$ 1,728.58
059-06090	Word 2007 Sngl MVL	Standard	$ 137.79
059-03715	Word SNGL LicSAPk MVL	License/Software Assurance Pack	$ 217.83
059-03789	Word Sngl SA MVL	Software Assurance	$ 80.03
D48-00832	WordMac 2008 SNGL MVL	Standard	$ 137.79
D48-00294	WordMac SNGL LicSAPk MVL	License/Software Assurance Pack	$ 217.83
D48-00317	WordMac SNGL SA MVL	Software Assurance	$ 80.03
73F-00004	AntigenEntMgr SNGL SubsVL MVL Srvcs	Monthly Subscriptions-VolumeLicense	$ 3.54
LNC-00528	AppVrtCALforTS 4.5 SNGL MVL DvcCAL	Standard	$ 11.55
LNC-00529	AppVrtCALforTS 4.5 SNGL MVL UsrCAL	Standard	$ 11.55
LNC-00524	AppVrtCALforTS SNGL LicSAPk MVL DvcCAL	License/Software Assurance Pack	$ 18.15
LNC-00525	AppVrtCALforTS SNGL LicSAPk MVL UsrCAL	License/Software Assurance Pack	$ 18.15
LNC-00526	AppVrtCALforTS SNGL SA MVL DvcCAL	Software Assurance	$ 5.78
LNC-00527	AppVrtCALforTS SNGL SA MVL UsrCAL	Software Assurance	$ 5.78
LPC-00257	AppVrtExtConnforTS 4.5 SNGL MVL	Standard	$ 1,160.09
LPC-00255	AppVrtExtConnforTS SNGL LicSAPk MVL	License/Software Assurance Pack	$ 1,740.96
LPC-00256	AppVrtExtConnforTS SNGL SA MVL	Software Assurance	$ 580.05
XRA-00201	BztlkAdptrPk 2.0 SNGL MVL 1Proc	Standard	$ 3,851.57
XRA-00062	BztlkAdptrPk SNGL LicSAPk MVL 1Proc	License/Software Assurance Pack	$ 5,777.35
XRA-00047	BztlkAdptrPk SNGL SA MVL 1Proc	Software Assurance	$ 1,925.78
HJA-00513	BztlkSvrBrnch 2009 SNGL MVL 1Proc	Standard	$ 1,178.24
HJA-00247	BztlkSvrBrnch SNGL LicSAPk MVL 1Proc	License/Software Assurance Pack	$ 1,767.36
HJA-00234	BztlkSvrBrnch SNGL SA MVL 1Proc	Software Assurance	$ 589.12
R04-01024	BztlkSvrDev 2009 SNGL MVL	Standard	$ 326.74
R04-00056	BztlkSvrDev SNGL LicSAPk MVL	License/Software Assurance Pack	$ 490.11
R04-00055	BztlkSvrDev SNGL SA MVL	Software Assurance	$ 164.19
F52-01855	BztlkSvrEnt 2009 SNGL MVL 1Proc	Standard	$ 22,915.50
F52-00382	BztlkSvrEnt SNGL LicSAPk MVL 1Proc	License/Software Assurance Pack	$ 34,373.67
F52-00397	BztlkSvrEnt SNGL SA MVL 1Proc	Software Assurance	$ 11,458.16
F52-01626	BztlkSvrEnt SNGL SASU MVL BztlkSvrBrnch 1Proc	SA Step Up	$ 32,605.48
F52-00829	BztlkSvrEnt SNGL SASU MVL BztlkSvrStd 1Proc	SA Step Up	$ 26,026.13
D75-01663	BztlkSvrStd 2009 SNGL MVL 1Proc	Standard	$ 5,564.47
D75-00277	BztlkSvrStd SNGL LicSAPk MVL 1Proc	License/Software Assurance Pack	$ 8,346.71
D75-00278	BztlkSvrStd SNGL SA MVL 1Proc	Software Assurance	$ 2,782.24
D75-01444	BztlkSvrStd SNGL SASU MVL BztlkSvrBrnch 1Proc	SA Step Up	$ 6,580.17
63C-00381	CCFCAL 2009 SNGL MVL DvcCAL	Standard	$ 156.77
63C-00382	CCFCAL 2009 SNGL MVL UsrCAL	Standard	$ 62.71
63C-00012	CCFCAL SNGL LicSAPk MVL DvcCAL	License/Software Assurance Pack	$ 235.98
63C-00017	CCFCAL SNGL LicSAPk MVL UsrCAL	License/Software Assurance Pack	$ 94.06
63C-00022	CCFCAL SNGL SA MVL DvcCAL	Software Assurance	$ 78.38
63C-00027	CCFCAL SNGL SA MVL UsrCAL	Software Assurance	$ 31.35
66A-00229	CCFExtConn 2009 SNGL MVL	Standard	$ 6,898.66
66A-00007	CCFExtConn SNGL LicSAPk MVL	License/Software Assurance Pack	$ 10,348.40
66A-00012	CCFExtConn SNGL SA MVL	Software Assurance	$ 3,449.74
63D-00271	CCFSvr 2009 SNGL MVL	Standard	$ 6,898.66
63D-00007	CCFSvr SNGL LicSAPk MVL	License/Software Assurance Pack	$ 10,348.40
63D-00012	CCFSvr SNGL SA MVL	Software Assurance	$ 3,449.74
G20-00625	CmmrcSvrEnt 2009 SNGL MVL 1Proc	Standard	$ 13,093.51
G20-00111	CmmrcSvrEnt SNGL LicSAPk MVL 1Proc	License/Software Assurance Pack	$ 19,640.68
G20-00112	CmmrcSvrEnt SNGL SA MVL 1Proc	Software Assurance	$ 6,547.17
G20-00221	CmmrcSvrEnt SNGL SASU MVL CmmrcSvrStd 1Proc	SA Step Up	$ 12,767.60
532-01379	CmmrcSvrStd 2009 SNGL MVL 1Proc	Standard	$ 4,582.61
532-00597	CmmrcSvrStd SNGL LicSAPk MVL 1Proc	License/Software Assurance Pack	$ 6,873.08
532-00653	CmmrcSvrStd SNGL SA MVL 1Proc	Software Assurance	$ 2,291.30

Part Number	Product Description	Product Type	State of CT Price
W06-00002	CoreCAL SNGL LicSAPk MVL DvcCAL	License/Software Assurance Pack	$ 194.72
W06-00426	CoreCAL SNGL LicSAPk MVL UsrCAL	License/Software Assurance Pack	$ 194.72
W06-00001	CoreCAL SNGL SA MVL DvcCAL	Software Assurance	$ 65.18
W06-00427	CoreCAL SNGL SA MVL UsrCAL	Software Assurance	$ 65.18
JS6-00010	DuetforOffice&SAPCAL 1.0 SNGL MVL UsrCAL	Standard	$ 73.43
JS6-00074	DuetforOffice&SAPCAL SNGL LicSAPk MVL UsrCAL	License/Software Assurance Pack	$ 110.56
JS6-00085	DuetforOffice&SAPCAL SNGL SA MVL UsrCAL	Software Assurance	$ 37.13
JS5-00005	DuetforOfficeSAPSvr 1.0 SNGL MVL	Standard	$ 73.43
JS5-00040	DuetforOfficeSAPSvr SNGL LicSAPk MVL	License/Software Assurance Pack	$ 110.56
JS5-00046	DuetforOfficeSAPSvr SNGL SA MVL	Software Assurance	$ 37.13
QYA-00213	DynCRMAddtvCAL SNGL LicSAPk MVL DvcCAL	License/Software Assurance Pack	$ 480.21
QYA-00229	DynCRMAddtvCAL SNGL LicSAPk MVL UsrCAL	License/Software Assurance Pack	$ 480.21
QYA-00233	DynCRMAddtvCAL SNGL SA MVL DvcCAL	Software Assurance	$ 160.07
QYA-00237	DynCRMAddtvCAL SNGL SA MVL UsrCAL	Software Assurance	$ 160.07
QHA-00121	DynCRMAddtvExtConn SNGL LicSAPk MVL	License/Software Assurance Pack	$ 2,054.50
QHA-00125	DynCRMAddtvExtConn SNGL SA MVL	Software Assurance	$ 684.83
ZFA-00240	DynCRMCAL SNGL LicSAPk MVL DvcCAL	License/Software Assurance Pack	$ 683.18
ZFA-00232	DynCRMCAL SNGL LicSAPk MVL UsrCAL	License/Software Assurance Pack	$ 683.18
ZFA-00224	DynCRMCAL SNGL SA MVL DvcCAL	Software Assurance	$ 227.73
ZFA-00216	DynCRMCAL SNGL SA MVL UsrCAL	Software Assurance	$ 227.73
QJA-00968	DynCRMEntSvr SNGL LicSAPk MVL	License/Software Assurance Pack	$ 3,422.51
QJA-00980	DynCRMEntSvr SNGL SA MVL	Software Assurance	$ 1,141.11
QJA-00964	DynCRMEntSvr SNGL SASU MVL DynCRMProSvr	SA Step Up	$ 2,053.67
ZGA-00117	DynCRMExtConn SNGL LicSAPk MVL	License/Software Assurance Pack	$ 3,422.51
ZGA-00109	DynCRMExtConn SNGL SA MVL	Software Assurance	$ 1,141.11
QZA-00038	DynCRMLtdCAL SNGL LicSAPk MVL DvcCAL	License/Software Assurance Pack	$ 206.28
QZA-00446	DynCRMLtdCAL SNGL LicSAPk MVL UsrCAL	License/Software Assurance Pack	$ 206.28
QZA-00037	DynCRMLtdCAL SNGL SA MVL DvcCAL	Software Assurance	$ 68.48
QZA-00445	DynCRMLtdCAL SNGL SA MVL UsrCAL	Software Assurance	$ 68.48
Q5A-00121	DynCRMLtdExtConn SNGL LicSAPk MVL	License/Software Assurance Pack	$ 1,369.67
Q5A-00125	DynCRMLtdExtConn SNGL SA MVL	Software Assurance	$ 456.28
QCA-00858	DynCRMProSvr SNGL LicSAPk MVL	License/Software Assurance Pack	$ 1,369.67
QCA-01285	DynCRMProSvr SNGL LicSAPk MVL 5Clts	License/Software Assurance Pack	$ 4,785.58
QCA-00870	DynCRMProSvr SNGL SA MVL	Software Assurance	$ 456.28
QCA-01287	DynCRMProSvr SNGL SA MVL 5Clts	Software Assurance	$ 1,594.92
QCA-01286	DynCRMProSvr SNGL SASU MVL DynCRMWkgrpSvr 5Clts	SA Step Up	$ 3,074.32
QAA-00190	DynCRMWkgrpSvr SNGL LicSAPk MVL	License/Software Assurance Pack	$ 1,711.26
QAA-00188	DynCRMWkgrpSvr SNGL SA MVL	Software Assurance	$ 570.14
76A-00175	EntCAL SNGL LicSAPk MVL DvcCAL wSrvcs	License/Software Assurance Pack	$ 369.64
76A-00182	EntCAL SNGL LicSAPk MVL UsrCAL wSrvcs	License/Software Assurance Pack	$ 369.64
76A-00189	EntCAL SNGL SA MVL DvcCAL wSrvcs	Software Assurance	$ 165.85
76A-00196	EntCAL SNGL SA MVL UsrCAL wSrvcs	Software Assurance	$ 165.85
76A-00219	EntCAL SNGL SASU MVL fromCoreCAL DvcCAL wSrvcs	SA Step Up	$ 176.57
76A-00230	EntCAL SNGL SASU MVL fromCoreCAL UsrCAL wSrvcs	SA Step Up	$ 176.57
9MB-00842	ExchgEntCALwSrvc 2007 SNGL MVL DvcCAL	Standard	$ 23.10
9MB-00857	ExchgEntCALwSrvc 2007 SNGL MVL UsrCAL	Standard	$ 23.10
9MB-00884	ExchgEntCALwSrvc SNGL LicSAPk MVL DvcCAL	License/Software Assurance Pack	$ 56.11
9MB-00896	ExchgEntCALwSrvc SNGL LicSAPk MVL UsrCAL	License/Software Assurance Pack	$ 56.11
9MB-00909	ExchgEntCALwSrvc SNGL SA MVL DvcCAL	Software Assurance	$ 33.00
9MB-00921	ExchgEntCALwSrvc SNGL SA MVL UsrCAL	Software Assurance	$ 33.00
74P-00003	ExchgHstdArchv SNGL SubsVL MVL PerUsr	Monthly Subscriptions-VolumeLicense	$ 2.85
74P-00014	ExchgHstdArchvXtraStrg SNGL SubsVL MVL AddOn Addon XtraStorage	Monthly Subscriptions-VolumeLicense	$ 3.09
74K-00003	ExchgHstdCntnty SNGL SubsVL MVL PerUsr	Monthly Subscriptions-VolumeLicense	$ 1.58
74G-00003	ExchgHstdEncryptn SNGL SubsVL MVL PerUsr	Monthly Subscriptions-VolumeLicense	$ 1.22
381-03118	ExchgStdCAL 2007 SNGL MVL DvcCAL	Standard	$ 43.73
381-03131	ExchgStdCAL 2007 SNGL MVL UsrCAL	Standard	$ 43.73
381-01603	ExchgStdCAL SNGL LicSAPk MVL DvcCAL	License/Software Assurance Pack	$ 66.01
394-00529	ExchgStdCAL SNGL LicSAPk MVL UsrCAL	License/Software Assurance Pack	$ 66.01
381-01615	ExchgStdCAL SNGL SA MVL DvcCAL	Software Assurance	$ 22.28
394-00559	ExchgStdCAL SNGL SA MVL UsrCAL	Software Assurance	$ 22.28
395-03835	ExchgSvrEnt 2007 SNGL MVL	Standard	$ 2,623.82
395-02406	ExchgSvrEnt SNGL LicSAPk MVL	License/Software Assurance Pack	$ 3,935.73
395-04280	ExchgSvrEnt SNGL LicSAPk MVL YrEndPromo	License/Software Assurance Pack	$ 3,344.96
395-02505	ExchgSvrEnt SNGL SA MVL	Software Assurance	$ 1,311.91
395-03042	ExchgSvrEnt SNGL SASU MVL ExchgSvrStd	SA Step Up	$ 3,247.59
394-01129	ExchgSvrExtConn 2007 SNGL MVL	Standard	$ 32,736.67
394-00471	ExchgSvrExtConn SNGL LicSAPk MVL	License/Software Assurance Pack	$ 49,105.00
394-00476	ExchgSvrExtConn SNGL SA MVL	Software Assurance	$ 16,368.33
312-03491	ExchgSvrStd 2007 SNGL MVL	Standard	$ 458.76
312-02176	ExchgSvrStd SNGL LicSAPk MVL	License/Software Assurance Pack	$ 688.13
312-03970	ExchgSvrStd SNGL LicSAPk MVL YrEndPromo	License/Software Assurance Pack	$ 585.82

Part Number	Product Description	Product Type	State of CT Price
312-02250	ExchgSvrStd SNGL SA MVL	Software Assurance	$ 229.38
UFB-00086	FrFrntCltSec SNGL SubsVL MVL PerDvc	Monthly Subscriptions-VolumeLicense	$ 0.45
UFB-00054	FrFrntCltSec SNGL SubsVL MVL PerUsr	Monthly Subscriptions-VolumeLicense	$ 0.45
FTZ-00040	FrFrntCltSecMgmtCnsl SNGL SubsVL MVL	Monthly Subscriptions-VolumeLicense	$ 3.44
FTZ-00019	FrFrntCltSecMgmtCnsl SNGL SubsVL MVL wSQL	Monthly Subscriptions-VolumeLicense	$ 86.64
HTC-00086	FrFrntOfficeCommsSvr SNGL SubsVL MVL PerDvc	Monthly Subscriptions-VolumeLicense	$ 0.33
HTC-00087	FrFrntOfficeCommsSvr SNGL SubsVL MVL PerUsr	Monthly Subscriptions-VolumeLicense	$ 0.33
74H-00046	FrFrntOnlnSecforExchg SNGL SubsVL MVL PerDvc	Monthly Subscriptions-VolumeLicense	$ 0.78
74H-00007	FrFrntOnlnSecforExchg SNGL SubsVL MVL PerUsr	Monthly Subscriptions-VolumeLicense	$ 0.78
9SG-00251	FrFrntSecExchgSvr SNGL SubsVL MVL ExtConn	Monthly Subscriptions-VolumeLicense	$ 598.20
9SG-00021	FrFrntSecExchgSvr SNGL SubsVL MVL PerDvc	Monthly Subscriptions-VolumeLicense	$ 0.53
9SG-00054	FrFrntSecExchgSvr SNGL SubsVL MVL PerUsr	Monthly Subscriptions-VolumeLicense	$ 0.53
9SH-00089	FrFrntSecSharePoint SNGL SubsVL MVL IntrntSitesAddon	Monthly Subscriptions-VolumeLicense	$ 627.08
9SH-00021	FrFrntSecSharePoint SNGL SubsVL MVL PerDvc	Monthly Subscriptions-VolumeLicense	$ 0.25
9SH-00054	FrFrntSecSharePoint SNGL SubsVL MVL PerUsr	Monthly Subscriptions-VolumeLicense	$ 0.25
9SE-00201	FrFrntSecSte SNGL SubsVL MVL CmptitvPromo PerDvc	Monthly Subscriptions-VolumeLicense	$ 1.32
9SE-00202	FrFrntSecSte SNGL SubsVL MVL CmptitvPromo PerUsr	Monthly Subscriptions-VolumeLicense	$ 1.32
9SE-00047	FrFrntSecSte SNGL SubsVL MVL PerDvc	Monthly Subscriptions-VolumeLicense	$ 1.90
9SE-00021	FrFrntSecSte SNGL SubsVL MVL PerUsr	Monthly Subscriptions-VolumeLicense	$ 1.90
9SF-00114	FrFrntSecSvrMgmtCnsl SNGL SubsVL MVL Srvcs	Monthly Subscriptions-VolumeLicense	$ 3.54
9TA-00191	HPCPk 2008 SNGL MVL	Standard	$ 99.84
9TA-00189	HPCPk SNGL LicSAPk MVL	License/Software Assurance Pack	$ 150.17
9TA-00190	HPCPk SNGL SA MVL	Software Assurance	$ 50.33
4GM-00011	ILMCAL 2007 SNGL MVL UsrCAL	Standard	$ 16.50
4GM-00264	ILMCAL SNGL LicSAPk MVL 2008Promo UsrCAL	License/Software Assurance Pack	$ 16.50
4GM-00013	ILMCAL SNGL LicSAPk MVL UsrCAL	License/Software Assurance Pack	$ 24.75
4GM-00012	ILMCAL SNGL SA MVL UsrCAL	Software Assurance	$ 8.25
4GP-00035	ILMExtConn 2007 SNGL MVL	Standard	$ 11,854.21
4GP-00037	ILMExtConn SNGL LicSAPk MVL	License/Software Assurance Pack	$ 17,782.56
4GP-00036	ILMExtConn SNGL SA MVL	Software Assurance	$ 5,927.52
4GN-00034	ILMSvr 2007 SNGL MVL	Standard	$ 9,611.59
4GN-00036	ILMSvr SNGL LicSAPk MVL	License/Software Assurance Pack	$ 14,417.80
4GN-00035	ILMSvr SNGL SA MVL	Software Assurance	$ 4,806.21
F89-01161	ISASvrEnt 2006 SNGL MVL 1Proc	Standard	$ 3,731.93
F89-01352	ISASvrEnt 2006 SNGL MVL 25Lic 1Proc	Standard	$ 48,057.95
F89-00353	ISASvrEnt SNGL LicSAPk MVL 1Proc	License/Software Assurance Pack	$ 5,597.48
F89-01441	ISASvrEnt SNGL LicSAPk MVL 25Lic 1Proc	License/Software Assurance Pack	$ 72,087.34
F89-02126	ISASvrEnt SNGL LicSAPk MVL Promo 1Proc	License/Software Assurance Pack	$ 4,759.18
F89-00401	ISASvrEnt SNGL SA MVL 1Proc	Software Assurance	$ 1,866.38
F89-01455	ISASvrEnt SNGL SA MVL 25Lic 1Proc	Software Assurance	$ 24,029.39
F89-00664	ISASvrEnt SNGL SASU MVL ISASvrStd 1Proc	SA Step Up	$ 4,324.35
E84-00974	ISASvrStd 2006 SNGL MVL 1Proc	Standard	$ 849.01
E84-00307	ISASvrStd SNGL LicSAPk MVL 1Proc	License/Software Assurance Pack	$ 1,273.95
E84-00321	ISASvrStd SNGL SA MVL 1Proc	Software Assurance	$ 424.93
C4A-00010	LrningSltnsE-Lrning SNGL SubsVL MVL BsnssSkillseLearnLib PerUsr	Monthly Subscriptions-VolumeLicense	$ 0.64
C4A-00007	LrningSltnsE-Lrning SNGL SubsVL MVL DsktpeLearnLib PerUsr	Monthly Subscriptions-VolumeLicense	$ 1.29
034-00030	LrningSltnsE-Lrning SNGL SubsVL MVL TechAccessCode PerUsr	Monthly Subscriptions-VolumeLicense	$ 63.53
C4A-00013	LrningSltnsE-Lrning SNGL SubsVL MVL TecheLearnLib PerUsr	Monthly Subscriptions-VolumeLicense	$ 22.28
034-00063	LrningSltnseReference a SNGL SubsVL MVL Dev Lib	Monthly Subscriptions-VolumeLicense	$ 3.62
034-00066	LrningSltnseReference a SNGL SubsVL MVL ITPro Lib	Monthly Subscriptions-VolumeLicense	$ 3.62
034-00057	LrningSltnseReference SNGL SubsVL MVL Combination Lib	Monthly Subscriptions-VolumeLicense	$ 6.60
034-00060	LrningSltnseReference SNGL SubsVL MVL Dsktp Lib	Monthly Subscriptions-VolumeLicense	$ 1.53
C4B-00002	LrningSltnsMCP SubsVL MVL 1ExamMth Srvcs	Monthly Subscriptions-VolumeLicense	$ 74.26
KPA-00664	OfficeCommsSvrEnt 2007R2 SNGL MVL	Standard	$ 2,623.82
KPA-00241	OfficeCommsSvrEnt SNGL LicSAPk MVL	License/Software Assurance Pack	$ 3,935.73
KPA-00672	OfficeCommsSvrEnt SNGL LicSAPk MVL YrEndPromo	License/Software Assurance Pack	$ 3,344.96
KPA-00227	OfficeCommsSvrEnt SNGL SA MVL	Software Assurance	$ 1,311.91
KPA-00255	OfficeCommsSvrEnt SNGL SASU MVL OfficeCommSvrStd	SA Step Up	$ 3,247.59
KMA-01018	OfficeCommsSvrEntCAL 2007R2 SNGL MVL DvcCAL	Standard	$ 91.59
KMA-01019	OfficeCommsSvrEntCAL 2007R2 SNGL MVL UsrCAL	Standard	$ 91.59
KMA-00244	OfficeCommsSvrEntCAL SNGL LicSAPk MVL DvcCAL	License/Software Assurance Pack	$ 136.97
KMA-00672	OfficeCommsSvrEntCAL SNGL LicSAPk MVL UsrCAL	License/Software Assurance Pack	$ 136.97
KMA-00238	OfficeCommsSvrEntCAL SNGL SA MVL DvcCAL	Software Assurance	$ 46.21
KMA-00678	OfficeCommsSvrEntCAL SNGL SA MVL UsrCAL	Software Assurance	$ 46.21
KSA-00977	OfficeCommsSvrExtConnEnt 2007R2 SNGL MVL	Standard	$ 1,309.43
KSA-00100	OfficeCommsSvrExtConnEnt SNGL LicSAPk MVL	License/Software Assurance Pack	$ 1,963.74
KSA-00099	OfficeCommsSvrExtConnEnt SNGL SA MVL	Software Assurance	$ 655.13
KTA-00914	OfficeCommsSvrExtConnStd 2007R2 SNGL MVL	Standard	$ 1,309.43
KTA-00076	OfficeCommsSvrExtConnStd SNGL LicSAPk MVL	License/Software Assurance Pack	$ 1,963.74
KTA-00075	OfficeCommsSvrExtConnStd SNGL SA MVL	Software Assurance	$ 655.13
KNA-00543	OfficeCommsSvrStd 2007R2 SNGL MVL	Standard	$ 458.76

Part Number	Product Description	Product Type	State of CT Price
KNA-00241	OfficeCommsSvrStd SNGL LicSAPk MVL	License/Software Assurance Pack	$ 688.13
KNA-00549	OfficeCommsSvrStd SNGL LicSAPk MVL YrEndPromo	License/Software Assurance Pack	$ 585.82
KNA-00227	OfficeCommsSvrStd SNGL SA MVL	Software Assurance	$ 229.38
KLA-01174	OfficeCommsSvrStdCAL 2007R2 SNGL MVL DvcCAL	Standard	$ 20.63
KLA-01175	OfficeCommsSvrStdCAL 2007R2 SNGL MVL UsrCAL	Standard	$ 20.63
KLA-00176	OfficeCommsSvrStdCAL SNGL LicSAPk MVL DvcCAL	License/Software Assurance Pack	$ 31.35
KLA-00415	OfficeCommsSvrStdCAL SNGL LicSAPk MVL UsrCAL	License/Software Assurance Pack	$ 31.35
KLA-00182	OfficeCommsSvrStdCAL SNGL SA MVL DvcCAL	Software Assurance	$ 10.73
KLA-00409	OfficeCommsSvrStdCAL SNGL SA MVL UsrCAL	Software Assurance	$ 10.73
79U-01138	OfficeGrooveEntSrvcs SNGL SubsVL MVL PerDvc	Monthly Subscriptions-VolumeLicense	$ 2.50
79U-01076	OfficeGrooveEntSrvcs SNGL SubsVL MVL PerUsr	Monthly Subscriptions-VolumeLicense	$ 2.50
YYB-00071	OfficeGrooveSvr 2007 SNGL MVL	Standard	$ 2,901.05
YYB-00234	OfficeGrooveSvr SNGL LicSAPk MVL	License/Software Assurance Pack	$ 4,351.58
YYB-00244	OfficeGrooveSvr SNGL SA MVL	Software Assurance	$ 1,450.53
A9S-00004	OfficeLCSCnnctPblcIM SNGL SubsVL MVL PerUsr	Monthly Subscriptions-VolumeLicense	$ 0.36
BU8-00009	OfficeLiveMtgPro SNGL SubsVL MVL PerUsr	Monthly Subscriptions-VolumeLicense	$ 9.90
BT1-00022	OfficeLiveMtgStd SNGL SubsVL MVL PerUsr	Monthly Subscriptions-VolumeLicense	$ 2.90
76M-00868	OfficeSharePointCAL 2007 SNGL MVL DvcCAL	Standard	$ 61.06
76M-00913	OfficeSharePointCAL 2007 SNGL MVL UsrCAL	Standard	$ 61.06
H05-00175	OfficeSharePointCAL SNGL LicSAPk MVL DvcCAL	License/Software Assurance Pack	$ 92.41
H05-00445	OfficeSharePointCAL SNGL LicSAPk MVL UsrCAL	License/Software Assurance Pack	$ 92.41
H05-00214	OfficeSharePointCAL SNGL SA MVL DvcCAL	Software Assurance	$ 31.35
H05-00440	OfficeSharePointCAL SNGL SA MVL UsrCAL	Software Assurance	$ 31.35
76P-00438	OfficeSharePointSvr 2007 SNGL MVL	Standard	$ 2,901.05
H04-00231	OfficeSharePointSvr SNGL LicSAPk MVL	License/Software Assurance Pack	$ 4,351.58
76P-01091	OfficeSharePointSvr SNGL LicSAPk MVL YrEndPromo	License/Software Assurance Pack	$ 3,698.10
H04-00269	OfficeSharePointSvr SNGL SA MVL	Software Assurance	$ 1,450.53
T76-01122	PrjctExtConn 2007 SNGL MVL	Standard	$ 23,109.40
T76-00050	PrjctExtConn SNGL LicSAPk MVL	License/Software Assurance Pack	$ 34,664.10
T76-00051	PrjctExtConn SNGL SA MVL	Software Assurance	$ 11,554.70
JU6-00084	PrjctPrtflioExtConn 2007 SNGL MVL	Standard	$ 23,109.40
JU6-00031	PrjctPrtflioExtConn SNGL LicSAPk MVL	License/Software Assurance Pack	$ 34,664.10
JU6-00035	PrjctPrtflioExtConn SNGL SA MVL	Software Assurance	$ 11,554.70
94B-00098	PrjctPrtflioSvr 2007 SNGL MVL	Standard	$ 2,901.05
94B-00029	PrjctPrtflioSvr SNGL LicSAPk MVL	License/Software Assurance Pack	$ 4,351.58
94B-00034	PrjctPrtflioSvr SNGL SA MVL	Software Assurance	$ 1,450.53
94C-00166	PrjctPrtflioSvrCAL 2007 SNGL MVL DvcCAL	Standard	$ 155.94
94C-00169	PrjctPrtflioSvrCAL 2007 SNGL MVL UsrCAL	Standard	$ 155.94
94C-00047	PrjctPrtflioSvrCAL SNGL LicSAPk MVL DvcCAL	License/Software Assurance Pack	$ 234.33
94C-00050	PrjctPrtflioSvrCAL SNGL LicSAPk MVL UsrCAL	License/Software Assurance Pack	$ 234.33
94C-00054	PrjctPrtflioSvrCAL SNGL SA MVL DvcCAL	Software Assurance	$ 78.38
94C-00057	PrjctPrtflioSvrCAL SNGL SA MVL UsrCAL	Software Assurance	$ 78.38
H22-01679	PrjctSvr 2007 SNGL MVL	Standard	$ 2,901.05
H22-01882	PrjctSvr 2007 SNGL MVL wPrjctPrtflioSvr	Standard	$ 5,792.20
H22-00489	PrjctSvr SNGL LicSAPk MVL	License/Software Assurance Pack	$ 4,351.58
H22-02183	PrjctSvr SNGL LicSAPk MVL VLPromo	License/Software Assurance Pack	$ 3,264.10
H22-01884	PrjctSvr SNGL LicSAPk MVL wPrjctPrtflioSvr	License/Software Assurance Pack	$ 6,516.64
H22-00462	PrjctSvr SNGL SA MVL	Software Assurance	$ 1,450.53
H22-01883	PrjctSvr SNGL SA MVL wPrjctPrtflioSvr	Software Assurance	$ 2,896.10
H21-02270	PrjctSvrCAL 2007 SNGL MVL DvcCAL	Standard	$ 103.96
H21-02299	PrjctSvrCAL 2007 SNGL MVL UsrCAL	Standard	$ 103.96
H21-00413	PrjctSvrCAL SNGL LicSAPk MVL DvcCAL	License/Software Assurance Pack	$ 156.77
H21-00597	PrjctSvrCAL SNGL LicSAPk MVL UsrCAL	License/Software Assurance Pack	$ 156.77
H21-02976	PrjctSvrCAL SNGL LicSAPk MVL VLPromo DvcCAL	License/Software Assurance Pack	$ 117.16
H21-02977	PrjctSvrCAL SNGL LicSAPk MVL VLPromo UsrCAL	License/Software Assurance Pack	$ 117.16
H21-00414	PrjctSvrCAL SNGL SA MVL DvcCAL	Software Assurance	$ 51.98
H21-00592	PrjctSvrCAL SNGL SA MVL UsrCAL	Software Assurance	$ 51.98
76N-02234	SharePointEntCAL 2007 SNGL MVL DvcCAL	Standard	$ 49.51
76N-02316	SharePointEntCAL 2007 SNGL MVL UsrCAL	Standard	$ 49.51
76N-02357	SharePointEntCAL SNGL LicSAPk MVL DvcCAL	License/Software Assurance Pack	$ 74.26
76N-02439	SharePointEntCAL SNGL LicSAPk MVL UsrCAL	License/Software Assurance Pack	$ 74.26
76N-02480	SharePointEntCAL SNGL SA MVL DvcCAL	Software Assurance	$ 24.75
76N-02562	SharePointEntCAL SNGL SA MVL UsrCAL	Software Assurance	$ 24.75
76Q-00094	SharePointIntrnt 2007 SNGL MVL	Standard	$ 26,807.50
H32-00003	SharePointIntrnt SNGL LicSAPk MVL	License/Software Assurance Pack	$ 40,210.42
H32-00004	SharePointIntrnt SNGL SA MVL	Software Assurance	$ 13,403.75
359-05100	SQLCAL 2008 SNGL MVL DvcCAL	Standard	$ 106.44
359-05101	SQLCAL 2008 SNGL MVL UsrCAL	Standard	$ 106.44
359-00769	SQLCAL SNGL LicSAPk MVL DvcCAL	License/Software Assurance Pack	$ 160.07
359-05224	SQLCAL SNGL LicSAPk MVL SpclPromo DvcCAL	License/Software Assurance Pack	$ 133.67
359-05225	SQLCAL SNGL LicSAPk MVL SpclPromo UsrCAL	License/Software Assurance Pack	$ 133.67

Part Number	Product Description	Product Type	State of CT Price
359-00993	SQLCAL SNGL LicSAPk MVL UsrCAL	License/Software Assurance Pack	$ 160.07
359-00800	SQLCAL SNGL SA MVL DvcCAL	Software Assurance	$ 53.63
359-01014	SQLCAL SNGL SA MVL UsrCAL	Software Assurance	$ 53.63
E32-00761	SQLSvrDev 2008 SNGL MVL	Standard	$ 23.93
810-07612	SQLSvrEnt 2008 SNGL MVL	Standard	$ 5,564.47
810-07541	SQLSvrEnt 2008 SNGL MVL 1Proc	Standard	$ 15,484.65
810-04871	SQLSvrEnt SNGL LicSAPk MVL	License/Software Assurance Pack	$ 8,346.71
810-04413	SQLSvrEnt SNGL LicSAPk MVL 1Proc	License/Software Assurance Pack	$ 23,226.57
810-07993	SQLSvrEnt SNGL LicSAPk MVL SpclPromo	License/Software Assurance Pack	$ 5,564.47
810-07997	SQLSvrEnt SNGL LicSAPk MVL SpclPromo 1Proc	License/Software Assurance Pack	$ 15,485.48
810-08005	SQLSvrEnt SNGL LicSAPk MVL YrEndPromo	License/Software Assurance Pack	$ 7,094.21
810-08004	SQLSvrEnt SNGL LicSAPk MVL YrEndPromo 1Proc	License/Software Assurance Pack	$ 19,742.99
810-04862	SQLSvrEnt SNGL SA MVL	Software Assurance	$ 2,782.24
810-04404	SQLSvrEnt SNGL SA MVL 1Proc	Software Assurance	$ 7,742.74
810-05118	SQLSvrEnt SNGL SASU MVL SQLSvrStd	SA Step Up	$ 7,474.58
810-04423	SQLSvrEnt SNGL SASU MVL SQLSvrStd 1Proc	SA Step Up	$ 17,653.84
228-08720	SQLSvrStd 2008 SNGL MVL	Standard	$ 581.70
228-08649	SQLSvrStd 2008 SNGL MVL 1Proc	Standard	$ 3,715.43
228-04538	SQLSvrStd SNGL LicSAPk MVL	License/Software Assurance Pack	$ 872.96
228-05020	SQLSvrStd SNGL LicSAPk MVL 1Proc	License/Software Assurance Pack	$ 5,572.73
228-08965	SQLSvrStd SNGL LicSAPk MVL SpclPromo	License/Software Assurance Pack	$ 698.03
228-08969	SQLSvrStd SNGL LicSAPk MVL SpclPromo 1Proc	License/Software Assurance Pack	$ 4,458.84
228-08977	SQLSvrStd SNGL LicSAPk MVL YrEndPromo	License/Software Assurance Pack	$ 740.94
228-08976	SQLSvrStd SNGL LicSAPk MVL YrEndPromo 1Proc	License/Software Assurance Pack	$ 4,737.72
228-04529	SQLSvrStd SNGL SA MVL	Software Assurance	$ 290.44
228-03147	SQLSvrStd SNGL SA MVL 1Proc	Software Assurance	$ 1,858.13
228-06424	SQLSvrStd SNGL SASU MVL SQLSvrWkgrp	SA Step Up	$ 164.19
228-06563	SQLSvrStd SNGL SASU MVL SQLSvrWkgrp 1Proc	SA Step Up	$ 1,938.16
TFA-00269	SQLSvrWeb 2008 SNGL MVL 1Proc	Standard	$ 2,267.37
TFA-00263	SQLSvrWeb SNGL LicSAPk MVL 1Proc	License/Software Assurance Pack	$ 3,401.06
TFA-00267	SQLSvrWeb SNGL SA MVL 1Proc	Software Assurance	$ 1,133.69
A5K-02527	SQLSvrWkgrp 2008 SNGL MVL 1Proc	Standard	$ 2,424.14
A5K-02596	SQLSvrWkgrp 2008 SNGL MVL 5Clts	Standard	$ 472.78
A5K-01383	SQLSvrWkgrp SNGL LicSAPk MVL 1Proc	License/Software Assurance Pack	$ 3,635.39
A5K-01714	SQLSvrWkgrp SNGL LicSAPk MVL 5Clts	License/Software Assurance Pack	$ 709.59
A5K-01370	SQLSvrWkgrp SNGL SA MVL 1Proc	Software Assurance	$ 1,212.07
A5K-01701	SQLSvrWkgrp SNGL SA MVL 5Clts	Software Assurance	$ 236.80
A5M-01752	SQLWkgrpCAL 2008 SNGL MVL DvcCAL	Standard	$ 95.71
A5M-01753	SQLWkgrpCAL 2008 SNGL MVL UsrCAL	Standard	$ 95.71
A5M-00649	SQLWkgrpCAL SNGL LicSAPk MVL DvcCAL	License/Software Assurance Pack	$ 143.57
A5M-00608	SQLWkgrpCAL SNGL LicSAPk MVL UsrCAL	License/Software Assurance Pack	$ 143.57
A5M-00636	SQLWkgrpCAL SNGL SA MVL DvcCAL	Software Assurance	$ 48.68
A5M-00595	SQLWkgrpCAL SNGL SA MVL UsrCAL	Software Assurance	$ 48.68
P6R-00409	SrchSvr 2008 SNGL MVL	Standard	$ 9,397.89
P6R-00407	SrchSvr SNGL LicSAPk MVL	License/Software Assurance Pack	$ 14,097.66
P6R-00408	SrchSvr SNGL SA MVL	Software Assurance	$ 4,698.94
519-00218	SrvcsforNetWare 5.0 SNGL MVL	Standard	$ 75.08
J5A-00571	SysCtrCnfgMgrCltML 2007R2 SNGL MVL PerOSE	Standard	$ 27.23
J5A-00572	SysCtrCnfgMgrCltML 2007R2 SNGL MVL PerUsr	Standard	$ 27.23
J5A-00172	SysCtrCnfgMgrCltML SNGL LicSAPk MVL PerOSE	License/Software Assurance Pack	$ 41.26
J5A-00030	SysCtrCnfgMgrCltML SNGL LicSAPk MVL PerUsr	License/Software Assurance Pack	$ 41.26
J5A-00179	SysCtrCnfgMgrCltML SNGL SA MVL PerOSE	Software Assurance	$ 14.03
J5A-00029	SysCtrCnfgMgrCltML SNGL SA MVL PerUsr	Software Assurance	$ 14.03
J3A-00395	SysCtrCnfgMgrSvr 2007R2 SNGL MVL	Standard	$ 375.42
J3A-00165	SysCtrCnfgMgrSvr SNGL LicSAPk MVL	License/Software Assurance Pack	$ 562.72
J3A-00160	SysCtrCnfgMgrSvr SNGL SA MVL	Software Assurance	$ 188.12
J7A-00315	SysCtrCnfgMgrSvrMLEnt 2007R2 SNGL MVL	Standard	$ 278.88
J7A-00144	SysCtrCnfgMgrSvrMLEnt SNGL LicSAPk MVL	License/Software Assurance Pack	$ 419.15
J7A-00139	SysCtrCnfgMgrSvrMLEnt SNGL SA MVL	Software Assurance	$ 139.44
J7A-00149	SysCtrCnfgMgrSvrMLEnt SNGL SASU MVL CnfgMgrSvrMLStd	SA Step Up	$ 266.51
J6A-00278	SysCtrCnfgMgrSvrMLStd 2007R2 SNGL MVL	Standard	$ 101.49
J6A-00099	SysCtrCnfgMgrSvrMLStd SNGL LicSAPk MVL	License/Software Assurance Pack	$ 153.47
J6A-00094	SysCtrCnfgMgrSvrMLStd SNGL SA MVL	Software Assurance	$ 51.16
J4A-00349	SysCtrCnfgMgrSvrwSQL 2007R2 SNGL MVL	Standard	$ 855.63
J4A-00158	SysCtrCnfgMgrSvrwSQL SNGL LicSAPk MVL	License/Software Assurance Pack	$ 1,283.86
J4A-00153	SysCtrCnfgMgrSvrwSQL SNGL SA MVL	Software Assurance	$ 428.23
TSC-00696	SysCtrDataPrtcnMgrCltML 2007 SNGL MVL PerOSE	Standard	$ 20.63
TSC-00987	SysCtrDataPrtcnMgrCltML 2007 SNGL MVL PerUsr	Standard	$ 20.63
TSC-00391	SysCtrDataPrtcnMgrCltML SNGL LicSAPk MVL PerOSE	License/Software Assurance Pack	$ 31.35
TSC-00985	SysCtrDataPrtcnMgrCltML SNGL LicSAPk MVL PerUsr	License/Software Assurance Pack	$ 31.35
TSC-00393	SysCtrDataPrtcnMgrCltML SNGL SA MVL PerOSE	Software Assurance	$ 10.73

Part Number	Product Description	Product Type	State of CT Price
TSC-00986	SysCtrDataPrtcnMgrCltML SNGL SA MVL PerUsr	Software Assurance	$ 10.73
CUA-00064	SysCtrDPMSvr 2007 SNGL MVL	Standard	$ 376.25
A5S-00388	SysCtrDPMSvr SNGL LicSAPk MVL	License/Software Assurance Pack	$ 564.37
A5S-00375	SysCtrDPMSvr SNGL SA MVL	Software Assurance	$ 188.12
CGA-00121	SysCtrDPMSvrMLEnt 2007 SNGL MVL PerOSE	Standard	$ 279.71
CGA-00077	SysCtrDPMSvrMLEnt SNGL LicSAPk MVL PerOSE	License/Software Assurance Pack	$ 419.15
CGA-00078	SysCtrDPMSvrMLEnt SNGL SA MVL PerOSE	Software Assurance	$ 140.27
CGA-00066	SysCtrDPMSvrMLEnt SNGL SASU MVL DPMSvrMLStd PerOSE	SA Step Up	$ 267.33
CVA-00058	SysCtrDPMSvrMLStd 2007 SNGL MVL PerOSE	Standard	$ 102.31
CVA-00068	SysCtrDPMSvrMLStd SNGL LicSAPk MVL PerOSE	License/Software Assurance Pack	$ 153.47
CVA-00069	SysCtrDPMSvrMLStd SNGL SA MVL PerOSE	Software Assurance	$ 51.16
UCH-00802	SysCtrEssntls 2007 SNGL MVL 10Lic 50Clt	Standard	$ 1,041.28
UCH-00804	SysCtrEssntls SNGL LicSAPk MVL 10Lic 50Clt	License/Software Assurance Pack	$ 1,561.09
UCH-00803	SysCtrEssntls SNGL SA MVL 10Lic 50Clt	Software Assurance	$ 520.64
4PX-00322	SysCtrEssntlsCltML 2007 SNGL MVL 20Lic	Standard	$ 208.75
4PX-00723	SysCtrEssntlsCltML 2007 SNGL MVL 5Lic	Standard	$ 52.81
4PX-00342	SysCtrEssntlsCltML SNGL LicSAPk MVL 20Lic	License/Software Assurance Pack	$ 313.54
4PX-00743	SysCtrEssntlsCltML SNGL LicSAPk MVL 5Lic	License/Software Assurance Pack	$ 79.21
4PX-00339	SysCtrEssntlsCltML SNGL SA MVL 20Lic	Software Assurance	$ 104.79
4PX-00740	SysCtrEssntlsCltML SNGL SA MVL 5Lic	Software Assurance	$ 26.40
DJA-00701	SysCtrEssntlsSvrML 2007 SNGL MVL	Standard	$ 52.81
DJA-00300	SysCtrEssntlsSvrML 2007 SNGL MVL 5Lic	Standard	$ 260.73
DJA-00721	SysCtrEssntlsSvrML SNGL LicSAPk MVL	License/Software Assurance Pack	$ 79.21
DJA-00320	SysCtrEssntlsSvrML SNGL LicSAPk MVL 5Lic	License/Software Assurance Pack	$ 391.10
DJA-00718	SysCtrEssntlsSvrML SNGL SA MVL	Software Assurance	$ 26.40
DJA-00317	SysCtrEssntlsSvrML SNGL SA MVL 5Lic	Software Assurance	$ 130.37
EEC-00329	SysCtrEssntlswSQL 2007 SNGL MVL 10Lic 50Clt	Standard	$ 1,523.13
EEC-00327	SysCtrEssntlswSQL SNGL LicSAPk MVL 10Lic 50Clt	License/Software Assurance Pack	$ 2,285.53
EEC-00328	SysCtrEssntlswSQL SNGL SA MVL 10Lic 50Clt	Software Assurance	$ 761.57
WRA-00462	SysCtrMDMCAL 2008 SNGL MVL DvcCAL	Standard	$ 37.95
WRA-00463	SysCtrMDMCAL 2008 SNGL MVL UsrCAL	Standard	$ 37.95
WRA-00458	SysCtrMDMCAL SNGL LicSAPk MVL DvcCAL	License/Software Assurance Pack	$ 57.76
WRA-00459	SysCtrMDMCAL SNGL LicSAPk MVL UsrCAL	License/Software Assurance Pack	$ 57.76
WRA-00460	SysCtrMDMCAL SNGL SA MVL DvcCAL	Software Assurance	$ 18.98
WRA-00461	SysCtrMDMCAL SNGL SA MVL UsrCAL	Software Assurance	$ 18.98
WQA-00393	SysCtrMDMSvr 2008 SNGL MVL	Standard	$ 1,407.62
WQA-00383	SysCtrMDMSvr SNGL LicSAPk MVL	License/Software Assurance Pack	$ 2,112.26
WQA-00388	SysCtrMDMSvr SNGL SA MVL	Software Assurance	$ 703.81
WQA-00166	SysCtrMDMSvrwSQL 2008 SNGL MVL	Standard	$ 1,990.97
WQA-00156	SysCtrMDMSvrwSQL SNGL LicSAPk MVL	License/Software Assurance Pack	$ 2,986.86
WQA-00161	SysCtrMDMSvrwSQL SNGL SA MVL	Software Assurance	$ 995.90
MUY-00214	SysCtrMgmtSteEnt SNGL LicSAPk MVL	License/Software Assurance Pack	$ 970.32
MUY-00804	SysCtrMgmtSteEnt SNGL LicSAPk MVL YrEndPromo	License/Software Assurance Pack	$ 825.10
MUY-00217	SysCtrMgmtSteEnt SNGL SA MVL	Software Assurance	$ 323.44
MUY-00397	SysCtrMgmtSteEnt SNGL SASU MVL CnfgMgrSvrMLEnt	SA Step Up	$ 551.99
MUY-00396	SysCtrMgmtSteEnt SNGL SASU MVL DPMSvrMLEnt	SA Step Up	$ 551.17
MUY-00352	SysCtrMgmtSteEnt SNGL SASU MVL OpsMgrEntML	SA Step Up	$ 550.34
MUY-00207	SysCtrMgmtSteEnt SNGL SASU MVL SvrMgmtSteStd	SA Step Up	$ 662.56
MUY-00658	SysCtrMgmtSteEnt SNGL SASU MVL SysCtrVMMSvrMLEnt	SA Step Up	$ 125.42
9TX-00618	SysCtrOpsMgrCltML 2007 SNGL MVL PerOSE	Standard	$ 21.45
9TX-00026	SysCtrOpsMgrCltML 2007 SNGL MVL PerUsr	Standard	$ 21.45
9TX-00632	SysCtrOpsMgrCltML SNGL LicSAPk MVL PerOSE	License/Software Assurance Pack	$ 31.35
9TX-00123	SysCtrOpsMgrCltML SNGL LicSAPk MVL PerUsr	License/Software Assurance Pack	$ 31.35
9TX-00626	SysCtrOpsMgrCltML SNGL SA MVL PerOSE	Software Assurance	$ 10.73
9TX-00138	SysCtrOpsMgrCltML SNGL SA MVL PerUsr	Software Assurance	$ 10.73
UAR-00094	SysCtrOpsMgrSvr 2007 SNGL MVL	Standard	$ 376.25
UAR-00670	SysCtrOpsMgrSvr SNGL LicSAPk MVL	License/Software Assurance Pack	$ 564.37
UAR-00669	SysCtrOpsMgrSvr SNGL SA MVL	Software Assurance	$ 188.95
UAS-00021	SysCtrOpsMgrSvrMLEnt 2007 SNGL MVL	Standard	$ 279.71
UAS-00322	SysCtrOpsMgrSvrMLEnt SNGL LicSAPk MVL	License/Software Assurance Pack	$ 420.80
UAS-00321	SysCtrOpsMgrSvrMLEnt SNGL SA MVL	Software Assurance	$ 140.27
UAS-00465	SysCtrOpsMgrSvrMLEnt SNGL SASU MVL OpsMgrStdOpsML	SA Step Up	$ 267.33
UAT-00021	SysCtrOpsMgrSvrMLStd 2007 SNGL MVL	Standard	$ 102.31
UAT-00179	SysCtrOpsMgrSvrMLStd SNGL LicSAPk MVL	License/Software Assurance Pack	$ 153.47
UAT-00178	SysCtrOpsMgrSvrMLStd SNGL SA MVL	Software Assurance	$ 51.16
EFC-00346	SysCtrOpsMgrSvrwSQL 2007 SNGL MVL	Standard	$ 858.10
EFC-00344	SysCtrOpsMgrSvrwSQL SNGL LicSAPk MVL	License/Software Assurance Pack	$ 1,287.16
EFC-00345	SysCtrOpsMgrSvrwSQL SNGL SA MVL	Software Assurance	$ 429.05
A8P-00020	SysCtrRptgMgr 2006 SNGL MVL	Standard	$ 1,254.15
A8P-00034	SysCtrRptgMgr SNGL LicSAPk MVL	License/Software Assurance Pack	$ 1,881.23
A8P-00043	SysCtrRptgMgr SNGL SA MVL	Software Assurance	$ 627.08

Part Number	Product Description	Product Type	State of CT Price
26C-00488	SysCtrVMMCltML 2008 SNGL MVL PerOSE	Standard	$ 17.33
26C-00489	SysCtrVMMCltML 2008 SNGL MVL PerUsr	Standard	$ 17.33
26C-00484	SysCtrVMMCltML SNGL LicSAPk MVL PerOSE	License/Software Assurance Pack	$ 26.40
26C-00485	SysCtrVMMCltML SNGL LicSAPk MVL PerUsr	License/Software Assurance Pack	$ 26.40
26C-00486	SysCtrVMMCltML SNGL SA MVL PerOSE	Software Assurance	$ 9.08
26C-00487	SysCtrVMMCltML SNGL SA MVL PerUsr	Software Assurance	$ 9.08
CJA-00533	SysCtrVMMSvrMLEnt 2008 SNGL MVL	Standard	$ 563.54
CJA-00530	SysCtrVMMSvrMLEnt SNGL LicSAPk MVL	License/Software Assurance Pack	$ 844.90
CJA-00532	SysCtrVMMSvrMLEnt SNGL SA MVL	Software Assurance	$ 282.18
CJA-00531	SysCtrVMMSvrMLEnt SNGL SASU MVL SysCtrVMMWkgrp	SA Step Up	$ 354.79
SNA-00469	SysCtrVMMWkgrp 2008 SNGL MVL	Standard	$ 326.79
SNA-00156	SysCtrVMMWkgrp SNGL LicSAPk MVL	License/Software Assurance Pack	$ 490.11
SNA-00151	SysCtrVMMWkgrp SNGL SA MVL	Software Assurance	$ 164.19
Q99-00001	TechnetPlusSingleUsr Win32 ALNG LicSAPk MVL	License/Software Assurance Pack	$ 678.23
Q99-00009	TechnetPlusSingleUsr Win32 ALNG SA MVL	Software Assurance	$ 580.87
DMC-00005	TellmeBsc Fee MVL Setup	Fee	$ 7,238.60
DMC-00016	TellmeBsc SNGL SubsVL MVL Srvcs	Monthly Subscriptions-VolumeLicense	$ 3,810.31
DQC-00016	TellmeMinutes Fee MVL 1KMinutes	Fee	$ 61.06
DQC-00011	TellmeMinutes SNGL SubsVL MVL Srvcs 1KMinutes	Monthly Subscriptions-VolumeLicense	$ 53.63
DPC-00005	TellmePrem Fee MVL Setup	Fee	$ 89,029.94
DPC-00016	TellmePrem SNGL SubsVL MVL Srvcs	Monthly Subscriptions-VolumeLicense	$ 22,858.57
DNC-00005	TellmeStd Fee MVL Setup	Fee	$ 24,762.90
DNC-00016	TellmeStd SNGL SubsVL MVL Srvcs	Monthly Subscriptions-VolumeLicense	$ 11,429.29
SFA-00023	VrtEarth SNGL SubsVL MVL 100KTrnsctnAddon	Monthly Subscriptions-VolumeLicense	$ 174.10
SFA-00012	VrtEarth SNGL SubsVL MVL 1MlnTrnsctnAddon	Monthly Subscriptions-VolumeLicense	$ 1,738.49
SFA-00001	VrtEarth SNGL SubsVL MVL PerUsr	Monthly Subscriptions-VolumeLicense	$ 6.60
SGA-00001	VrtEarthPro SNGL SubsVL MVL Srvcs	Monthly Subscriptions-VolumeLicense	$ 641.10
SEA-00001	VrtEarthStd SNGL SubsVL MVL Srvcs	Monthly Subscriptions-VolumeLicense	$ 260.73
125-00598	VSTeamFndtnSvr 2008 SNGL MVL	Standard	$ 1,443.93
125-00113	VSTeamFndtnSvr SNGL LicSAPk MVL	License/Software Assurance Pack	$ 2,166.71
125-00127	VSTeamFndtnSvr SNGL SA MVL	Software Assurance	$ 721.96
126-01129	VSTeamFndtnSvrCAL 2008 SNGL MVL DvcCAL	Standard	$ 251.66
126-01142	VSTeamFndtnSvrCAL 2008 SNGL MVL UsrCAL	Standard	$ 251.66
126-00159	VSTeamFndtnSvrCAL SNGL LicSAPk MVL DvcCAL	License/Software Assurance Pack	$ 377.90
126-00172	VSTeamFndtnSvrCAL SNGL LicSAPk MVL UsrCAL	License/Software Assurance Pack	$ 377.90
126-00186	VSTeamFndtnSvrCAL SNGL SA MVL DvcCAL	Software Assurance	$ 125.42
126-00199	VSTeamFndtnSvrCAL SNGL SA MVL UsrCAL	Software Assurance	$ 125.42
66B-00444	VSTeamFndtnSvrExtConn 2008 SNGL MVL	Standard	$ 6,303.76
66B-00082	VSTeamFndtnSvrExtConn SNGL LicSAPk MVL	License/Software Assurance Pack	$ 9,455.65
66B-00096	VSTeamFndtnSvrExtConn SNGL SA MVL	Software Assurance	$ 3,151.88
123-00499	VSTeamTstAgnt 2008 SNGL MVL 1Proc	Standard	$ 2,617.22
123-00055	VSTeamTstAgnt SNGL LicSAPk MVL 1Proc	License/Software Assurance Pack	$ 3,925.83
123-00042	VSTeamTstAgnt SNGL SA MVL 1Proc	Software Assurance	$ 1,308.61
4NZ-00374	WhaleIAGCAL 2007 SNGL MVL 10000Lic DvcCAL	Standard	$ 31,880.21
4NZ-00375	WhaleIAGCAL 2007 SNGL MVL 10000Lic UsrCAL	Standard	$ 31,880.21
4NZ-00115	WhaleIAGCAL 2007 SNGL MVL DvcCAL	Standard	$ 6.60
4NZ-00118	WhaleIAGCAL 2007 SNGL MVL UsrCAL	Standard	$ 6.60
4NZ-00370	WhaleIAGCAL SNGL LicSAPk MVL 10000Lic DvcCAL	License/Software Assurance Pack	$ 47,821.15
4NZ-00371	WhaleIAGCAL SNGL LicSAPk MVL 10000Lic UsrCAL	License/Software Assurance Pack	$ 47,821.15
4NZ-00117	WhaleIAGCAL SNGL LicSAPk MVL DvcCAL	License/Software Assurance Pack	$ 9.90
4NZ-00120	WhaleIAGCAL SNGL LicSAPk MVL UsrCAL	License/Software Assurance Pack	$ 9.90
4NZ-00372	WhaleIAGCAL SNGL SA MVL 10000Lic DvcCAL	Software Assurance	$ 15,940.11
4NZ-00373	WhaleIAGCAL SNGL SA MVL 10000Lic UsrCAL	Software Assurance	$ 15,940.11
4NZ-00116	WhaleIAGCAL SNGL SA MVL DvcCAL	Software Assurance	$ 3.13
4NZ-00119	WhaleIAGCAL SNGL SA MVL UsrCAL	Software Assurance	$ 3.13
4PH-00040	WhaleIAGExtConn 2007 SNGL MVL	Standard	$ 14,421.10
4PH-00042	WhaleIAGExtConn SNGL LicSAPk MVL	License/Software Assurance Pack	$ 21,630.82
4PH-00041	WhaleIAGExtConn SNGL SA MVL	Software Assurance	$ 7,210.55
NEC-00238	WhaleIAGSvr 2007 SNGL MVL VrtHardDrive	Standard	$ 2,757.48
NEC-00236	WhaleIAGSvr SNGL LicSAPk MVL VrtHardDrive	License/Software Assurance Pack	$ 4,137.05
NEC-00237	WhaleIAGSvr SNGL SA MVL VrtHardDrive	Software Assurance	$ 1,378.74
9WA-00242	WinHPCSvr 2008 SNGL MVL	Standard	$ 307.76
9WA-00240	WinHPCSvr SNGL LicSAPk MVL	License/Software Assurance Pack	$ 462.06
9WA-00241	WinHPCSvr SNGL SA MVL	Software Assurance	$ 154.29
AAB-00241	WinHPCSvrOS 2008 SNGL MVL	Standard	$ 207.10
AAB-00239	WinHPCSvrOS SNGL LicSAPk MVL	License/Software Assurance Pack	$ 311.89
AAB-00240	WinHPCSvrOS SNGL SA MVL	Software Assurance	$ 103.96
9YA-00202	WinHPCSvrOSwoHV 2008 SNGL MVL	Standard	$ 207.10
9YA-00200	WinHPCSvrOSwoHV SNGL LicSAPk MVL	License/Software Assurance Pack	$ 311.89
9YA-00201	WinHPCSvrOSwoHV SNGL SA MVL	Software Assurance	$ 103.96
T98-02260	WinRghtsMgmtSrvcsCAL 2008 SNGL MVL DvcCAL	Standard	$ 23.93

Part Number	Product Description	Product Type	State of CT Price
T98-02319	WinRghtsMgmtSrvcsCAL 2008 SNGL MVL UsrCAL	Standard	$ 23.93
T98-00812	WinRghtsMgmtSrvcsCAL WinNT SNGL LicSAPk MVL DvcCAL	License/Software Assurance Pack	$ 36.30
T98-00813	WinRghtsMgmtSrvcsCAL WinNT SNGL LicSAPk MVL UsrCAL	License/Software Assurance Pack	$ 36.30
T98-00770	WinRghtsMgmtSrvcsCAL WinNT SNGL SA MVL DvcCAL	Software Assurance	$ 12.38
T98-00771	WinRghtsMgmtSrvcsCAL WinNT SNGL SA MVL UsrCAL	Software Assurance	$ 12.38
T99-00916	WinRghtsMgmtSrvcsExtConn 2008 SNGL MVL	Standard	$ 11,803.88
T99-00381	WinRghtsMgmtSrvcsExtConn WinNT SNGL LicSAPk MVL	License/Software Assurance Pack	$ 17,706.65
T99-00382	WinRghtsMgmtSrvcsExtConn WinNT SNGL SA MVL	Software Assurance	$ 5,901.94
R18-02830	WinSvrCAL 2008 SNGL MVL DvcCAL	Standard	$ 18.98
R18-02804	WinSvrCAL 2008 SNGL MVL UsrCAL	Standard	$ 18.98
R18-00129	WinSvrCAL SNGL LicSAPk MVL DvcCAL	License/Software Assurance Pack	$ 29.70
R18-00130	WinSvrCAL SNGL LicSAPk MVL UsrCAL	License/Software Assurance Pack	$ 29.70
R18-00085	WinSvrCAL SNGL SA MVL DvcCAL	Software Assurance	$ 9.90
R18-00086	WinSvrCAL SNGL SA MVL UsrCAL	Software Assurance	$ 9.90
P71-04279	WinSvrDataCtr 2008 SNGL MVL 1Proc	Standard	$ 1,557.79
P71-01032	WinSvrDataCtr SNGL LicSAPk MVL 1Proc	License/Software Assurance Pack	$ 2,336.68
P71-00887	WinSvrDataCtr SNGL SA MVL 1Proc	Software Assurance	$ 778.89
P71-01501	WinSvrDataCtr SNGL SASU MVL WinSvrEnt 1Proc	SA Step Up	$ 46.21
P71-01542	WinSvrDataCtr SNGL SASU MVL WinSvrStd 1Proc	SA Step Up	$ 1,632.05
LUA-00822	WinSvrDataCtrwoHV 2008 SNGL MVL 1Proc	Standard	$ 1,557.79
LUA-00870	WinSvrDataCtrwoHV SNGL LicSAPk MVL 1Proc	License/Software Assurance Pack	$ 2,336.68
LUA-00847	WinSvrDataCtrwoHV SNGL SA MVL 1Proc	Software Assurance	$ 778.89
LUA-00896	WinSvrDataCtrwoHV SNGL SASU MVL WinSvrEntwoVrt 1Proc	SA Step Up	$ 46.21
LUA-00897	WinSvrDataCtrwoHV SNGL SASU MVL WinSvrStdwoHV 1Proc	SA Step Up	$ 1,632.05
P72-03254	WinSvrEnt 2008 SNGL MVL	Standard	$ 1,527.26
P72-00167	WinSvrEnt SNGL LicSAPk MVL	License/Software Assurance Pack	$ 2,290.48
P72-04105	WinSvrEnt SNGL LicSAPk MVL YrEndPromo	License/Software Assurance Pack	$ 1,947.24
P72-00190	WinSvrEnt SNGL SA MVL	Software Assurance	$ 764.04
P72-00796	WinSvrEnt SNGL SASU MVL WinSvrStd	SA Step Up	$ 1,585.84
LSA-00337	WinSvrEntwoHV 2008 SNGL MVL	Standard	$ 1,527.26
LSA-00339	WinSvrEntwoHV SNGL LicSAPk MVL	License/Software Assurance Pack	$ 2,290.48
LSA-01743	WinSvrEntwoHV SNGL LicSAPk MVL YrEndPromo	License/Software Assurance Pack	$ 1,947.24
LSA-00338	WinSvrEntwoHV SNGL SA MVL	Software Assurance	$ 764.04
LSA-00908	WinSvrEntwoHV SNGL SASU MVL WinSvrStdwoHV	SA Step Up	$ 1,585.84
R39-00974	WinSvrExtConn 2008 SNGL MVL	Standard	$ 1,307.78
R39-00380	WinSvrExtConn SNGL LicSAPk MVL	License/Software Assurance Pack	$ 1,962.09
R39-00404	WinSvrExtConn SNGL SA MVL	Software Assurance	$ 654.30
LVA-00219	WinSvrItnm 2008 SNGL MVL 1Proc	Standard	$ 1,557.79
LVA-00235	WinSvrItnm SNGL LicSAPk MVL 1Proc	License/Software Assurance Pack	$ 2,336.68
LVA-00228	WinSvrItnm SNGL SA MVL 1Proc	Software Assurance	$ 778.89
P73-04241	WinSvrStd 2008 SNGL MVL	Standard	$ 470.31
P73-00205	WinSvrStd SNGL LicSAPk MVL	License/Software Assurance Pack	$ 704.64
P73-04907	WinSvrStd SNGL LicSAPk MVL YrEndPromo	License/Software Assurance Pack	$ 599.02
P73-00228	WinSvrStd SNGL SA MVL	Software Assurance	$ 235.15
P73-04635	WinSvrStd SNGL SASU MVL WinWebSvr	SA Step Up	$ 313.54
LTA-00195	WinSvrStdwoHV 2008 SNGL MVL	Standard	$ 470.31
LTA-00197	WinSvrStdwoHV SNGL LicSAPk MVL	License/Software Assurance Pack	$ 704.64
LTA-01506	WinSvrStdwoHV SNGL LicSAPk MVL YrEndPromo	License/Software Assurance Pack	$ 599.02
LTA-00196	WinSvrStdwoHV SNGL SA MVL	Software Assurance	$ 235.15
LTA-01237	WinSvrStdwoHV SNGL SASU MVL WinWebSvr	SA Step Up	$ 313.54
TJA-00542	WinTSCAL 2008 SNGL MVL DvcCAL	Standard	$ 52.81
TJA-00543	WinTSCAL 2008 SNGL MVL UsrCAL	Standard	$ 52.81
TJA-00508	WinTSCAL SNGL LicSAPk MVL DvcCAL	License/Software Assurance Pack	$ 79.21
TJA-00512	WinTSCAL SNGL LicSAPk MVL UsrCAL	License/Software Assurance Pack	$ 79.21
TJA-00516	WinTSCAL SNGL SA MVL DvcCAL	Software Assurance	$ 26.40
TJA-00530	WinTSCAL SNGL SA MVL UsrCAL	Software Assurance	$ 26.40
TJA-01554	WinTSCAL SNGL WAH MVL	Work At Home	$ 20.63
TKA-00148	WinTSExtConn 2008 SNGL MVL	Standard	$ 5,232.78
TKA-00122	WinTSExtConn SNGL LicSAPk MVL	License/Software Assurance Pack	$ 7,850.00
TKA-00136	WinTSExtConn SNGL SA MVL	Software Assurance	$ 2,616.39
LWA-00466	WinWebSvr 2008 SNGL MVL	Standard	$ 260.73
LWA-00514	WinWebSvr SNGL LicSAPk MVL	License/Software Assurance Pack	$ 392.75
LWA-00491	WinWebSvr SNGL SA MVL	Software Assurance	$ 131.19
WSB-00067	DsktpOptmztnPkforSA SNGL SubsVL MVL PerDvc forWinSA	Monthly Subscriptions-VolumeLicense	$ 0.58
DTA-00008	WinVECD SNGL SubsVL MVL PerDvc	Monthly Subscriptions-VolumeLicense	$ 6.60
DSA-00041	WinVECDforSA SNGL SubsVL MVL PerDvc	Monthly Subscriptions-VolumeLicense	$ 1.22
66J-05393	WinVistaBsnss SNGL MVL DVDPlaybackPk	Standard	$ 4.95
66J-06799	WinVistaBsnss SNGL SA MVL wMDOP	Software Assurance	$ 84.99
66J-00830	WinVistaBsnss SNGL SA MVL wVistaEnt	Software Assurance	$ 70.96
66J-00654	WinVistaBsnss SNGL Upgrd MVL	Upgrade	$ 121.29
66J-06801	WinVistaBsnss SNGL UpgrdSAPk MVL wMDOP	Upgrade/Software Assurance Pack	$ 206.28

Part Number	Product Description	Product Type	State of CT Price
66J-00868	WinVistaBsnss SNGL UpgrdSAPk MVL wVistaEnt	Upgrade/Software Assurance Pack	$ 191.42

Microsoft

Select License

Microsoft Select *Agreement* - State and Local

(NOT FOR USE WITH MICROSOFT BUSINESS AGREEMENT)

Select Agreement number
Microsoft affiliate to complete `O1S6650l`

This Microsoft Select Agreement is entered into between the following entities. Each party will notify the other in writing if any of the information in the following table changes.

Customer

Name of Entity	**State of Connecticut**		Contact Name (This person handles access to online information and receives notices unless a different contact is below.) Holly Miller-Sullivan
Street Address	101 East River Drive		Contact E-mail Address (required for online access) Holly.miller-sullivan@po.state.ct.us
City	East Hartford	State/Province CT	Phone 860-622-2246
Country	USA	Postal Code 06108	Fax 860-610-0857
Microsoft Account Manager Name Andrew Petock			Microsoft Account Manager E-mail Address andrewp@microsoft.com

Contracting Microsoft Affiliate

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

If online access and notices should be provided to someone or some place other than above, complete this section:

Name of Entity		Contact Name
Street address		Contact E-mail Address (required for on-line access)
City	State/Province	Phone
Country	Postal Code	Fax

If duplicate electronic contractual notices should be provided to someone or some place in addition to the above, complete this section:
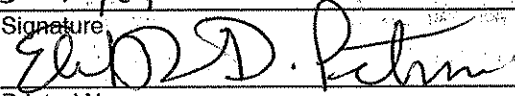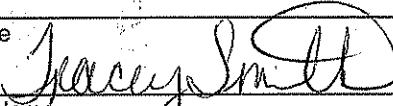
Name of Entity		Contact Name
Street Address		Contact Email Address (required for electronic notices)
City	State/Province	Phone

This agreement consists of (1) this cover page, (2) the attached terms and conditions, (3) the attached Select Volume Forecast Form, (4) the Product List, (5) the product use rights applicable to products licensed under this agreement, and (6) any enrollment entered into under this agreement.

Effective date. If the first enrollment entered into under this agreement is given an effective date that is earlier than the date this agreement is signed by us, the effective date of this agreement will be that earlier date. Otherwise, this agreement will be effective on the date it is signed by us.

Notices to Microsoft should be sent to:	*Copies should be sent to:*
Microsoft Licensing, 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

By signing below, the parties agree to be bound by the terms of this agreement, and you represent that the information you have provided on this cover page is accurate.

Customer	*Contracting Microsoft Affiliate*
Name of Entity *State of CT, DOIT*	**Microsoft Licensing, GP**
Signature *Eliz. D. Petroni*	Signature *Tracey Smith*
Printed Name *Elizabeth D. Petroni*	Printed Name Tracey Smith
Printed Title *Chief of Staff*	Printed Title Contract Administrator
Signature Date *May 24, 2004*	Signature Date (date Microsoft affiliate countersigns) **MAY 2 1 2004**
	Effective Date **June 1, 2004**

APPROVED AS TO FORM:

_____   Date: _____
Attorney General of the State of Connecticut

_____
Name (Printed)

Terms and Conditions

1. Definitions.

In this agreement, "you" means the entity that has entered into this agreement with us, and "we" or "us" means the Microsoft entity that has entered into this agreement or an enrollment. In addition, the following definitions apply:

"affiliate" means (a) with regard to you, (i) any government agency, department, instrumentality, division, unit or other office of your state or local government that is supervised by or is part of you, or which supervises you or of which you are a part, or which is under common supervision with you; (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of your state and located within your state's jurisdiction and geographic boundaries; and (iii) any other entity in your state expressly authorized by the laws of your state to purchase under state contracts; provided that a state and its affiliates shall not, for purposes of this definition, be considered to be affiliates of the federal government and its affiliates; and (b) with regard to us, any legal entity that we own, that owns us, or that is under common ownership with us;

"available" means, with respect to a product, that we have made licenses for that product available for ordering under the Select License program;

"enrolled affiliate" means an entity, either you or any one of your affiliates, that has entered into an enrollment under this agreement;

"enrollment" means the document that you or your affiliate submits under this agreement to sign up for the Select License program;

"fix(es)" means product service packs and other fixes that we release generally;

"License" means any one of those offerings identified in the Product List (including standard licenses, and upgrades for desktop operating systems) that provides the right to run the version of the product for which it is ordered;

"L&SA" means a License and Software Assurance for any product ordered;

"product" means any product available to license as described on the Product List;

"Product List" means, with respect to any licensing program, the statement published by Microsoft from time to time on the World Wide Web at http://microsoft.com/licensing or at a successor site that we identify which identifies the products that are or may be made available under each of the volume licensing programs (which availability may vary by region), and any product-specific conditions or limitations on the acquisition of licenses for those products;

"renewal order" means the order that an enrolled affiliate submits at the beginning of any renewal term to renew Software Assurance coverage for products previously ordered under its enrollment;

"reseller" means a large account reseller authorized by us to resell licenses in an enrolled affiliate's area under the Select License program;

"run" or "use" means to copy, install, use, access, display, run other otherwise interact with; and

"Software Assurance" means, for any underlying licensed product for which it is ordered, the right to upgrade to, and run, the latest version of that product that we make available during the covered period.

2. How the Select License program works.

The Select License program allows customers to license our products at discount pricing based on the volume of their license purchases. You and your affiliates can participate in this program by submitting one or more enrollments under this agreement. Once enrolled, the enrolled affiliate will receive master copies of products it intends to license and may run as many copies as it wishes during the term of its

enrollment, provided it places monthly orders for those copies. We may refuse to accept an enrollment if we have a business reason for doing so. Product support is not included with the licenses under this agreement. Notwithstanding any other provision of this agreement, only enrolled affiliates identified in an enrollment will be responsible for complying with the terms of that enrollment, including the terms of this agreement incorporated by reference in that enrollment.

a. **Establishing price levels.** Each product offering is assigned a point value on the Product List and is assigned to one of the following pools: applications, systems or servers. Your price level for each pool will be based on the points earned for all orders placed from that pool, and will apply to all enrollments under this agreement. Your initial price levels are established by completing the Select Volume Forecast Form, which allows you to either (i) forecast license purchases to be placed under all enrollments by product pool, or (ii) in some cases, base your initial price level on orders made under our Enterprise Agreement program. Once established, price levels may be adjusted from time to time based on actual license purchase volume, as described in subsection 2(b) (Price level adjustments) below. Your price level will be used to determine the prices we will use to invoice each enrolled affiliate's reseller for product licenses that enrolled affiliate orders.

b. **Price level adjustments.** We may adjust price levels as described in this subsection.

Pools for which your price level is based on a forecast. For any pool for which you used a forecast on the Select Volume Forecast Form to establish your initial price level (see "Option 1" of that Form), we will review your price levels annually as follows. On every anniversary of the effective date of this agreement, including anniversaries during any renewal term, we will determine the price level for which you are eligible based on actual points earned in each pool by all enrolled affiliates during the previous three years. If this price level is different from your current level we will adjust your price level up or down. For the first anniversary and second anniversary reviews, we will multiply your enrolled affiliates' actual points earned under this agreement by 3 and 1.5, respectively, in order to derive a three-year license purchase history. If your actual points earned within a pool fall below the lowest price level (price level "A"), your enrolled affiliates will no longer be allowed to place orders from that pool under this agreement.

Pools for which your price level is based on an Enterprise Enrollment. For any pool for which you exercised the option on the Select Volume Forecast Form to establish your initial price level based on an Enterprise Enrollment, as defined in that Form (see "Option 2" of that Form), your initial price level for that pool under this agreement will be the price level for that same pool in the Enterprise Enrollment. While that Enterprise Enrollment is in effect, your price level for a particular pool will not be subject to the annual adjustments described in the preceding paragraph, but may be adjusted on an anniversary of the effective date of this agreement to reflect any change that has occurred in the price level for that pool in the Enterprise Enrollment. However, if the Enterprise Enrollment is terminated or expires during the term of this agreement, your price level will be reviewed annually, starting with the anniversary of the effective date of this agreement following such termination or expiration, and may be adjusted based on actual points earned, as described in the paragraph above.

c. **Choosing, maintaining or changing a reseller.** Each enrolled affiliate must choose and maintain a reseller authorized in the enrolled affiliate's area. Resellers are authorized to resell our product licenses, but act independently and have no authority to bind us. If we discontinue a reseller, the enrolled affiliate must choose a replacement. If an enrolled affiliate intends to change its reseller, the enrolled affiliate must submit written notice to us and the former reseller, on a form that we provide, at least 30 days prior to the date on which the change is to take effect. In case of a change of reseller, the enrolled affiliate is responsible for ensuring that all its obligations to the former reseller are met.

3. **How to order product licenses.**

a. ***Placing orders.*** Each enrolled affiliate must submit orders for all copies of any products it or its affiliates run under its enrollment. Orders must be submitted in the month in which those copies are first run. Unless the enrolled affiliate is eligible to order just Software Assurance as described below, each order must be for either a License or L&SA. Each enrolled affiliate must place orders through the enrolled affiliate's reseller. Price and payment terms for all licenses ordered will be determined by agreement between the enrolled affiliate and its chosen reseller.

When is the enrolled affiliate eligible to order just Software Assurance? An enrolled affiliate may order Software Assurance for copies of a product, without the need to simultaneously order a new License for those copies, in the following circumstances:

- At the beginning of a new enrollment, the enrolled affiliate may order Software Assurance for copies of products for which the enrolled affiliate has previously obtained perpetual licenses through Upgrade Advantage, Software Assurance or any similar upgrade protection, so long as (i) the new enrollment becomes effective no later than one day following the expiration of that upgrade protection, and (ii) the enrolled affiliate places its Software Assurance order at the time it submits its new enrollment to its reseller.

- During the term of its enrollment (including any renewal term), an enrolled affiliate may be eligible to order Software Assurance under its enrollment for copies of certain products licensed through retail sources or from an original equipment manufacturer (OEM), provided that the enrolled affiliate places its order within the required time frame. The Product List identifies those products that may be enrolled in Software Assurance as described in this subsection and the applicable time frame for placing an order.

- An enrolled affiliate may also order Software Assurance in any other circumstances expressly permitted in the Product List.

- An enrolled affiliate may renew Software Assurance ordered under its enrollment at the time it renews that enrollment, as described in subsection 10(d) (How to renew this agreement).

In all such cases, the enrolled affiliate must order Software Assurance for the remaining initial enrollment or renewal term.

b. ***Invoices and payments.*** The prices at which we will invoice each enrolled affiliate's reseller will be based upon the applicable price level under this agreement. For any orders for Software Assurance or L&SA, if the enrolled affiliate elects to spread its payments over the applicable initial enrollment or renewal term rather than paying in a lump sum, it may make this election with its reseller. In such cases, we will invoice the enrolled affiliate's reseller in equal installments, the first installment upon receipt of the order and subsequent installments on each remaining anniversary of the effective date of this agreement occurring during the initial enrollment or renewal term in which the order was placed. Any amounts for Licenses only (i.e. without accompanying Software Assurance) will be invoiced to the enrolled affiliate's reseller in full upon receipt of the order.

c. ***Reporting country of use.*** On all orders, the enrolled affiliate must report the countries where the enrolled affiliate or its affiliates run the products licensed under this agreement and the approximate number of copies run in each of those countries. This information is for our internal use only.

d. ***Privatization.*** If an enrolled affiliate intends to transfer more than ten percent of its computers in connection with a privatization of its government operations, and as a result it would like to transfer the copies of the products running on those computers prior to the expiration of its enrollment, we will work with that enrolled affiliate in good faith to arrange for acceleration of any remaining payments for those copies run pursuant to Software Assurance or L&SA and to allow for the transfer of perpetual licenses for such copies as described in section 9 (Transferring licenses). Any perpetual licenses obtained as described in this paragraph will be for the latest version of the products available as of the later of (i) the date on which the enrolled affiliate has completed payment, or (ii) the date of transfer.

4.   How to confirm orders.

We will publish information about orders placed by each enrolled affiliate, including an electronic confirmation of each order, in a password-protected site on the World Wide Web at http://licensing.microsoft.com or a successor site that we identify. Upon our acceptance of this agreement and enrollments entered into under this agreement, the contact identified for this purpose on the cover page will be provided access to this site.

5.   License grant – what your enrolled affiliates are licensed to run.

At any time after its enrollment effective date, each enrolled affiliate may run as many copies as it chooses, of any available products it chooses, provided that it submits orders for all such copies as required in subsection 3(a) (Placing orders). Each enrolled affiliate may run in place of any product version it licenses under this agreement a prior version or different language version (so long as the License, L&SA or Software Assurance for that different language version is available at the same or a lower price than the price paid for the corresponding license type for the version ordered) of the same product. If an affiliate runs copies of products under an enrolled affiliate's enrollment, those copies are sublicensed from that enrolled affiliate subject to the terms of this agreement. These rights apply to the licenses obtained under an enrollment and are not related to any order or fulfillment of software media.

License only. An enrolled affiliate's right under this agreement to run copies of any product for which it orders only a License is temporary until the enrolled affiliate has paid for that License in full. Thereafter, the enrolled affiliate will have a perpetual license to run the number of copies ordered in the version ordered.

L&SA or Software Assurance. An enrolled affiliate's right under this agreement to run copies of any product for which it orders L&SA or Software Assurance is temporary until one of the following occurs:

(i)   the enrolled affiliate has paid all installments of the price for such coverage, and the applicable initial enrollment or renewal term during which such product licenses were ordered has expired or been renewed; or

(ii)   the enrolled affiliate is otherwise eligible for perpetual licenses either pursuant to subsection 3(d) (Privatization) or upon early termination as provided in subsection 10(c) (Effect of termination or expiration).

Thereafter, the enrolled affiliate will have perpetual licenses to run the latest version available as of such date of expiration, renewal or termination (or any prior version), for the number of copies ordered during the applicable initial enrollment term or renewal term. In the case of early termination as provided in subsection 10(b) (Termination), if an enrolled affiliate chooses only to pay amounts due and payable as of the termination date, then the enrolled affiliate will instead have perpetual licenses for the number of copies specified in subsection 10(c) (Effect of termination or expiration). Any perpetual licenses received through Software Assurance supersede and replace the underlying perpetual licenses for which that Software Assurance coverage was ordered.

All perpetual licenses acquired under this agreement remain subject to the terms of this agreement and the applicable product use rights.

This agreement, the applicable enrollment, the enrolled affiliate's order confirmation described in section 4 (How to confirm orders) above, and any documentation evidencing transfers of licenses as described in subsection 9(a) (How to transfer), together with proof of payment, will be the enrolled affiliate's evidence of all licenses obtained under its enrollment.

6.   How to know what product use rights apply.

Except as otherwise described below, an enrolled affiliate's use of any product that it licenses from us is governed by product use rights specific to each product and version. The product use rights applicable to products licensed under each enrollment are as follows.

a. **For latest versions available as of an enrollment effective date.** For the latest version of any product available on or before the enrollment effective date, the product use rights in effect on the enrollment effective date for that product and version apply.

b. **For versions and products that become available after an enrollment effective date.** For any version of any existing product, or any new product, first made available after the enrollment effective date, the product use rights in effect on the date on which the version or product first becomes available apply.

c. **For versions of a product that predate the latest version available as of an enrollment effective date.** If an enrolled affiliate is using a version of any product licensed under its enrollment that became available prior to the version that was current on the enrollment effective date, the enrolled affiliate's use of the earlier version will be governed by the product use rights that would apply if the enrolled affiliate were using the version licensed under the enrollment, or in the case of Software Assurance or L&SA, the latest version that is or becomes available at any time during its enrollment.

d. **Cross-language use rights.** If an enrolled affiliate is using any different language version of any product licensed under its enrollment, the enrolled affiliate's use of the different language version will be governed by the product use rights for the version licensed under the enrollment.

e. **Right to reassign Software Assurance coverage to replacement computers.** An enrolled affiliate may reassign Software Assurance coverage ordered for an underlying desktop operating system product installed on one computer to a replacement computer so long as (i) that replacement computer is licensed to run the latest version of the desktop operating system available as of the date of the reassignment, and (ii) the enrolled affiliate removes from the original computer any desktop operating system upgrades that were installed under the reassigned Software Assurance coverage. An enrolled affiliate may not otherwise separate Software Assurance coverage or any right to run any version of any product acquired through such coverage from the underlying license for which it is ordered.

f. **Microsoft's commitment on use rights.** We will not change an enrolled affiliate's product use rights for any version of a product after it becomes available to that enrolled affiliate under its enrollment.

We will provide each enrolled affiliate with a copy of the applicable product use rights or will make them available either by publication on the World Wide Web, at http://microsoft.com/licensing or at a successor site that we identify, or by some other reasonable means. You acknowledge that you and your affiliates have access to the World Wide Web. We do not transfer any ownership rights in any licensed product, and we reserve all rights not expressly granted. In lieu of your obligation to indemnify us under various provisions of the product use rights, you will be responsible for any cost or damages arising form any claim to which your indemnity obligation would otherwise apply.

7.   Software Assurance Membership.

Each enrolled affiliate that commits to obtaining either L&SA or Software Assurance for all copies of all products licensed within a designated product pool throughout the term of its enrollment (including any renewal) qualifies for Software Assurance Membership. Membership may entitle the enrolled affiliate to special benefits. Enrolled affiliates that make the commitment for more than one pool may be entitled to further benefits. Each enrolled affiliate that elects to become a Software Assurance Member must indicate its selection of the Software Assurance Membership option, and the product pool(s) for which it is making the required commitment, on its enrollment. Software Assurance Membership benefits may be subject to additional terms and conditions. A description of Software Assurance Membership benefits and additional details are available from the enrolled affiliate's reseller or Microsoft account manager.

8.   Making copies of software.

a. Copies necessary for internal deployment. Each enrolled affiliate may make as many copies of the products licensed as necessary to distribute the products to its users. All copies of any product must be true and complete copies (including copyright and trademark notices) and be made from CD-ROMs, disk sets or a network source acquired from or made available by a Microsoft approved fulfillment source for that product. Each enrolled affiliate may also have a third party make or distribute copies in its place, but the enrolled affiliate is responsible for third-party actions to the same extent it would be if the third party were its employee. You and your affiliates must make reasonable efforts to make employees, agents and other individuals running a product aware that the product is licensed from us and may only be run or transferred subject to the terms of this agreement.

b. Copies for training, evaluation and back-up. During the term of its enrollment (including any renewal), each enrolled affiliate and any affiliate to which it sublicenses may (i) run up to 20 complimentary copies of any product in a dedicated training facility on their premises; (ii) run up to 10 complimentary copies of any product for a 60-day evaluation period; and (iii) make and retain one complimentary copy of any licensed product for back-up or archival purposes for each of their distinct geographic locations.

c. Re-imaging rights. If an enrolled affiliate or any affiliate to whom it sublicenses has licensed products from an original equipment manufacturer (OEM), through a retail source or under any Microsoft program other than this Select License program, it may use copies made from the media provided under the enrolled affiliate's enrollment in place of any copies made from the media provided through that separate source, so long as it complies with the following restrictions.

(i)   The enrolled affiliate must have obtained a separate license from the separate source for each copy being replaced.

(ii) The product, language, version and all components (in the case of product suites, such as Office) of the copies made from the media provided under its enrollment must be identical to the product, language, version and all components of the copies they replace.

(iii) In the case of copies licensed from an original equipment manufacturer (OEM) or through a retail source, in addition to the other conditions outlined in this subsection 8(c), the product type (e.g. upgrade or full license) of the copies made from the media provided under its enrollment must be identical to the product type of the copies they replace. However, an enrolled affiliate may use copies of an operating system made from the media provided under its enrollment in place of copies of the same operating system obtained from a separate source, even though they may be of different types (i.e. one may be an upgrade and the other a full license), provided that the product, language and version are identical.

The use of any copies made under this subsection 8(c) is subject to the terms and use rights provided with the copies being replaced, and nothing in this subsection creates or extends any warranty or support obligation.

9.   Transferring licenses.

a. How to transfer. An enrolled affiliate may transfer its perpetual licenses to an affiliate, or to an unaffiliated third party in connection with a privatization of enrolled affiliate operations, as long as the enrolled affiliate provides prior written and signed notice, on a form that we provide, that includes: (i) the applicable enrollment number; (ii) the quantity of licenses being transferred by product and version; (iii) the name, address and contact information of the transferee; and (iv) any other information that we may reasonably request.

For all other transfers of licenses, our written consent is required. We will not withhold our consent unreasonably. No license transfer will be valid unless the enrolled affiliate provides to

the transferee, and the transferee accepts in writing the applicable product use rights (as provided in subsections 6(a) (For latest versions available as of an enrollment effective date) and (b) (For versions and products that become available after an enrollment effective date), use restrictions, limitations of liability, and the transfer restrictions of this section 9. Any transfer made in violation of the requirements or restrictions in this section will be void.

b. **When transfers are not permitted.** An enrolled affiliate may not transfer (i) licenses on a short-term basis (either to third parties or by reassignment to different users or devices internally), (ii) temporary rights to use products, (iii) Software Assurance coverage, (iv) perpetual licenses for any version of any product acquired through Software Assurance separately from the underlying perpetual licenses for which that Software Assurance coverage was ordered; or (v) upgrade licenses for a desktop operating system product separately from the underlying operating system license or from the computer system on which the product was first installed.

10. *Term, termination and renewal.*

a. *Term.* This agreement will remain in effect for 36 full calendar months following the effective date unless it is renewed or terminated earlier as described below. All enrollments entered into under this agreement will expire or terminate upon the expiration or termination of this agreement, unless terminated earlier as described below.

b. *Termination.* Either party to an enrollment may terminate it if the other party materially breaches its obligations under this agreement, including any obligation to submit orders or pay amounts owed (even if such non-payment is caused by non-appropriation of funds). . Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days notice and opportunity to cure. If we give such notice to an enrolled affiliate, we will give you a copy of that notice as well and you agree to assist in attempting to resolve the problem. If the problem also affects other enrollments and cannot be resolved between you and us within a reasonable period of time, we may also terminate this agreement and all other enrollments under it, unless the basis for termination of the enrollment is non-appropriation of funds to the enrolled affiliate, in which event we may only terminate the affected enrollment(s). If an enrolled affiliate ceases to be your affiliate, you must promptly notify us of this fact, and we may terminate its enrollment.

c. *Effect of termination or expiration.* Upon expiration or termination of this agreement or any enrollment, the enrolled affiliate must order licenses for all copies of products it or its affiliates have run under its enrollment for which the enrolled affiliate has not previously submitted an order. Except as provided in the next paragraph, in the event of termination all unpaid installments of the price for any licenses will immediately become due and payable, and the enrolled affiliate will be entitled to perpetual licenses only after all such payments have been made.

If (i) an enrolled affiliate terminates its enrollment as a result of our breach, (ii) we terminate an enrolled affiliate's enrollment because it has ceased to be your affiliate, or (iii) we terminate an enrollment for non-payment due to non-appropriation of funds, then the enrolled affiliate will have the following options. It may immediately pay the total remaining amount due, including all installments, in which case the enrolled affiliate will have perpetual licenses for all copies of the products it has ordered. As an alternative, it may pay only amounts due and payable as of the termination date, in which case the enrolled affiliate will have perpetual licenses for (i) all copies of all products for which payment has been made in full, and (ii) the number of copies of products for which payment has been made in installments that is proportional to the amount that has been paid as of the termination date.

d. *How to renew this agreement.* We will provide you with 60 days prior written notice of expiration of the initial agreement or renewal term advising you of your renewal options. You may have the option to renew this agreement for successive terms of 12 or 36 full calendar months. When you renew this agreement all enrollments under this agreement are automatically renewed.

We and our affiliates will not unreasonably refuse to renew this agreement or reject any renewal order. However, we may make a change to the Select License program that will make it necessary for you and your enrolled affiliates to enter into new agreements and enrollments.

Placing renewal orders. If an enrolled affiliate wishes to renew Software Assurance for any copies previously covered under its enrollment, it must submit a renewal order for those copies for the entire renewal term within 30 days after the previous term expired. Each renewal term will start the same day following expiration of the prior term. Upon renewal of this agreement, an enrolled affiliate will not be eligible to order Software Assurance coverage for any copies of any products for which it obtained only a License without first acquiring L&SA.

Consequences of non-renewal. If you elect not to renew this agreement, or if an enrolled affiliate fails to renew Software Assurance coverage for any copies of any product licensed under an enrollment, and if the enrolled affiliate otherwise allows Software Assurance for those copies to lapse, then the enrolled affiliate will not be permitted to order Software Assurance for those copies later without first acquiring L&SA.

11. Restrictions on use.

An enrolled affiliate may not:

- Separate the components of a product made up of multiple components (in the case of product suites, such as Office) by running them on different computers, by upgrading or downgrading them at different times, or by transferring them separately, except as otherwise provided in the product use rights;

- Rent, lease, lend or host products, except where we agree by separate agreement;

- Reverse engineer, de-compile or disassemble products, except to the extent expressly permitted by applicable law despite this limitation; or

- Transfer licenses to, or sublicense, products to the U.S. Government.

Products licensed under this agreement are subject to U.S. export jurisdiction. You agree to comply with all applicable international and national laws that apply to these products, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see http://www.microsoft.com/exporting.

12. Confidentiality.

Subject to the requirements of your public records law, if any, the terms and conditions of this agreement are confidential. Neither you nor we will disclose such terms and conditions, or the substance of any discussions that led to them, to any third party other than your or our affiliates or agents, or to your designated or prospective resellers who: (a) have a need to know such information in order to assist in carrying out this agreement; and (b) have been instructed by you or us that all such information is to be handled in strict confidence.

13. Warranties.

a. **Limited product warranty.** We warrant that each version of a product will perform substantially in accordance with our user documentation. This warranty is valid for a period of one year from the date an enrolled affiliate first runs a copy of the version. To the maximum extent permitted by law, any warranties imposed by law concerning the products are limited to the same extent and the same one-year period. This warranty does not apply to components of products that an enrolled affiliate is permitted to redistribute under applicable product use rights, or if failure of the product has resulted from accident, abuse or misapplication. If you notify us within the warranty period that a product does not meet this warranty, then we will, at our option, either (i) return the price paid for the product or (ii) repair or replace the product. To the

maximum extent permitted by law, this is your exclusive remedy for any failure of any product to function as described in this subsection.

b. NO OTHER WARRANTIES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM AND EXCLUDE ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, OTHER THAN THOSE IDENTIFIED EXPRESSLY IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCTS OR RELATED MATERIALS. WE WILL NOT BE LIABLE FOR ANY SERVICES OR PRODUCTS PROVIDED BY THIRD PARTY VENDORS, DEVELOPERS OR CONSULTANTS IDENTIFIED OR REFERRED TO YOU BY US UNLESS SUCH THIRD-PARTY PRODUCTS OR SERVICES ARE PROVIDED UNDER WRITTEN AGREEMENT BETWEEN YOU AND US, AND THEN ONLY TO THE EXTENT EXPRESSLY PROVIDED IN SUCH AGREEMENT.

14. Defense of infringement and misappropriation claims.

We will defend you against any claims made by an unaffiliated third party that any product or fix infringes its patent, copyright, or trademark or misappropriates its trade secret, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance in defending the claim, and we will reimburse you for reasonable out of pocket expenses that you incur in providing that assistance. The terms "misappropriation" and "trade secret" are used as defined in the Uniform Trade Secrets Act

Our obligations will not apply to the extent that the claim or adverse final judgment is based on (i) your running of the product or fix after we notify you to discontinue running due to such a claim; (ii) your combining the product or fix with a non-Microsoft product, data or business process; (iii) damages attributable to the value of the use of a non-Microsoft product, data or business process; (iv) your altering the product or fix; (v) your distribution of the product or fix to, or its use for the benefit of, any third party; (vi) your use of our trademark(s) without express written consent to do so; or (vii) for any trade secret claim, your acquiring a trade secret (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a person (other than us or our affiliates) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret. You will be responsible for any costs or damages that result from these actions.

If we receive information concerning an infringement claim related to a product or fix, we may, at our expense and without obligation to do so, either (i) procure for you the right to continue to run the allegedly infringing product or fix, or (ii) modify the product or fix or replace it with a functional equivalent, to make it non-infringing, in which case you will stop running the allegedly infringing product or fix immediately. If, as a result of an infringement claim, your use of a product or fix is enjoined by a court of competent jurisdiction, we will, at our option, either procure the right to continue its use, replace it with a functional equivalent, modify it to make it non-infringing, or refund the amount paid and terminate the license for the infringing product or fix.

If any other type of third party claim is brought against you regarding our intellectual property, you must notify us promptly in writing. We may, at our option, choose to treat these claims as being covered by this section. This Section 14 provides your exclusive remedy for third party infringement and trade secret misappropriation claims.

15. Limitation of liability.

a. Limitation. There may be situations in which you or an enrolled affiliate have a right to claim damages or payment from us. Except as otherwise specifically provided in this subsection, whatever the legal basis for the claims, our liability will be limited, to the maximum extent permitted by applicable law, to direct damages up to the amount you or the enrolled affiliate

have paid for the product giving rise to the claims. In the case of free product or code you or an enrolled affiliate are authorized to redistribute to third parties without separate payment to Microsoft, our total liability to you or the enrolled affiliate will not exceed US$5000. The limitations contained in this paragraph will not apply with respect to the following in connection with the performance of this agreement:

(i) our obligations under Section 14 to defend third party claims of patent, copyright or trademark infringement or trade secret misappropriation, and to pay damages resulting from any final adjudication (or settlement to which we consent) of such claims;

(ii) our liability for damages for gross negligence or willful misconduct, to the extent caused by us or our agent and awarded by a court of final adjudication; and

(iii) our obligations under section 12 (confidentiality).

b. **No liability for certain damages.** To the maximum extent permitted by applicable law, neither party nor any of its affiliates or suppliers will be liable for any indirect damages (including, without limitation, consequential, special or incidental damages, damages for loss of profits or revenues, business interruption, or loss of business information) arising in connection with any agreement, product, fix or service, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable. This exclusion of liability does not apply to either party's liability to the other for violation of its confidentiality obligation or of the other party's intellectual property rights.

c. **Application.** Except as specified expressly in this Section 15, the limitations on and exclusions of liability for damages in this agreement apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.

16. Verifying Compliance.

You must keep records relating to the products you and any affiliate run. We have the right to verify compliance, at our expense, during the term of this agreement and for a period of one year thereafter. To do so, we will engage an independent accountant from a nationally recognized public accounting firm, which will be subject to a confidentiality obligation. Verification will take place upon not fewer than 30 days notice, during normal business hours and in a manner that does not interfere unreasonably with your operations. As an alternative, we may require you to accurately complete our self-audit questionnaire relating to the products you and any affiliates use. You will have the right to conduct a self-audit prior to any third-party audit if (a) the governor of your state has issued an executive order (or state legislation exists) requiring software licensing compliance statewide and for state-funded agencies (including local governments), and (b) your state has adopted and implemented a statewide licensing compliance software asset management program reasonably acceptable to Microsoft. If verification or self-audit reveals unlicensed use of products, you must promptly order sufficient licenses to permit all product usage disclosed. If material unlicensed use is found (license shortage of 5% or more), you must reimburse us for the costs we have incurred in verification and acquire the necessary additional licenses as single retail licenses within 30 days. If we undertake such verification and do not find material unlicensed use of products, we will not undertake another verification of the same entity for at least one year. We and our auditors will use the information obtained in compliance verification only to enforce our rights and to determine whether you are in compliance with the terms of this agreement. By invoking the rights and procedures described above, we do not waive our rights to enforce this agreement or to protect our intellectual property by any other means permitted by law.

17. Miscellaneous.

a. **Notices.** All notices, authorizations, and requests given or made in connection with this agreement must be sent by post, express courier, facsimile, or email to the addresses and

numbers indicated in the applicable cover page to this agreement. Notices will be deemed delivered on the date shown on the postal return receipt or on the courier, facsimile or email confirmation of delivery.

b. **Assignment.** This agreement may be assigned by either party only to an affiliate, but assignment will not relieve the assigning party of its obligations under the assigned agreement. If either party assigns this agreement or any enrollment, it must notify the other party of the assignment in writing.

c. **Severability.** If a court holds any provision of this agreement to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect and the parties will amend this agreement to give effect to the stricken clause to the maximum extent possible.

d. **Waiver.** No waiver of any breach of this agreement shall be a waiver of any other breach, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

e. **Force Majeure.** To the extent that either party's performance is prevented or delayed, either totally or in part, for reasons beyond that party's control, then that party will not be liable, so long as it resumes performance as soon as practicable after the reason preventing or delaying performance no longer exists.

f. **Non-exclusivity.** This agreement and all enrollments under it are non-exclusive. Nothing contained in this agreement or any such enrollment 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.

g. **Entire agreement.** The documents identified on the cover page to this agreement constitute the entire agreement concerning the subject matter, and supersede any prior or contemporaneous communications. In the case of a conflict between any of these documents that is not resolved expressly in the documents, their terms will control in the following order: (i) these terms and conditions and the accompanying cover page; (ii) the Product List; (ii) the product use rights; and (iv) all other enrollments under this agreement. The terms of any purchase order or any general terms and conditions you or your affiliates maintain, other than those mandatory terms required by statute or regulation, do not apply. This agreement (except the Product List and the product use rights) can be changed only by an amendment signed by both parties.

h. **Survival.** Provisions regarding product use rights, restrictions on use, evidence of perpetual licenses, transfer of licenses, warranties, limitations of liability, confidentiality, compliance verification and obligations on termination or expiration will survive termination or expiration of this agreement or any enrollment.

i. **Independent contractors.** Resellers are independent contractors who act in their own name and for their own account; they have no authority to bind or impose any obligation or liability upon us.

j. **Applicable law; Dispute resolution.** The terms of this agreement will be governed by the laws of your state, without giving effect to its conflict of laws. Disputes relating to this agreement will be subject to applicable dispute resolution laws of your state.

k **Copyright Violation.** Except to the extent you are licensed under this agreement, you will be responsible for your violation of our copyright in the products, including payment of license fees specified in this agreement for unlicensed use.

Select Volume Forecast Form
(to be completed with your reseller or Microsoft account manager)

This Form is used to establish your price level for each product pool for the first year of this agreement.

To determine your initial price level, you must select one of the two options described below. When we refer to an "Enterprise Enrollment" in this Form, we mean either (i) a Microsoft Enterprise Select Agreement, or (ii) an enterprise enrollment under a separate Microsoft Select Master Agreement or a Microsoft Enterprise Agreement.

When you must use Option 1. If neither you nor an affiliate is party to an existing Enterprise Enrollment (nor is entering into an Enterprise Enrollment concurrently with this agreement), then you must use Option 1 to establish your initial price level for all product pools. Under Option 1, you must provide a good faith forecast of the number of points attributable to the licenses you will acquire from each product pool during the initial term of this agreement.

When you may use Option 2. If you or an affiliate is party to an existing Enterprise Enrollment (or is entering into an Enterprise Enrollment concurrently with this agreement), then you may use either Option 1 or Option 2. If you choose Option 2, then you must identify below those product pools for which you ordered at least one enterprise product under the Enterprise Enrollment. Your initial price level for each of those product pools will be the same price level for those product pools for which the party enrolled under the Enterprise Enrollment is currently qualified (based on its initial qualified desktop count for the current term). For any pool for which you did not order at least one enterprise product under the Enterprise Enrollment, you must provide a forecast of the number of points attributable to the licenses you will acquire from that product pool during the initial term of this agreement (in Option 2, Step 4).

> By marking the corresponding box, select one of the below options and provide the requested information.

[X] **Option 1.** You must use this option if neither you nor an affiliate is party to an existing Enterprise Enrollment (nor is entering into an Enterprise Enrollment concurrently with this agreement).

> Indicate below the number of points attributable to the licenses you forecast that you and your affiliates will acquire from each product pool during the initial term of this agreement. You do not need to acquire products from all product pools. Each product is assigned the number of points specified in the Product List.

Minimum Points for Price Level		Applications Pool (circle one if applicable)	Systems Pool (circle one if applicable)	Servers Pool (circle one if applicable)
A	1,500	A	A	A
B	12,000	B	B	B
C	30,000	C	C	C
D	75,000	(D)	(D)	(D)

Select Volume Forecast Form
(to be completed with your reseller or Microsoft account manager)

[ ] **Option 2.** You <u>may</u> use this option if either you or an affiliate is party to an existing Enterprise Enrollment (or is entering into an Enterprise Enrollment concurrently with this agreement).

Step 1: Identify the Enterprise Enrollment. Enter the Enterprise Enrollment number and expiration date required below. If you or an affiliate is entering into an Enterprise Enrollment concurrently with this agreement, we will provide the number. If you (or your affiliates) are party to more than one Enterprise Enrollment, you may only identify and receive credit for your orders under a single Enterprise Enrollment.

Enterprise Enrollment Number	Expiration Date

Step 2: Identify the product pools from which an enterprise product has been licensed under the Enterprise Enrollment.

Column 2	Mark the box(es) next to either the Enterprise Desktop Professional Platform or one or more of the individual enterprise products, to indicate which products have been licensed under the Enterprise Enrollment identified above.

1 Enterprise Product	2 √	3 Applicable Product Pool
Enterprise Desktop Professional Platform		All pools
Office Professional		Applications
Windows Desktop Operating System Upgrade		Systems
Core Client Access Licenses		Servers

Step 3: Identify the corresponding Enterprise Enrollment price level. In box 3(a) below, enter the number of qualified desktops initially included in the Enterprise Enrollment (or, if the Enterprise Enrollment has been renewed, the qualified desktop count as of that Enterprise Enrollment renewal date). In box 3(b) below, enter the price level that corresponds to the number of qualified desktops entered in box 3(a) using the chart below. This price level will be the same for all pools marked in step 2 above.

Qualified Desktops	Price Level
250 to 2,399	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Number of Qualified Desktops	3(a)

Enterprise Enrollment Price Level	3(b)

Select Volume Forecast Form
(to be completed with your reseller or Microsoft account manager)

Minimum Points for Price Level		Application Pool (circle one if applicable)	System Pool (circle one if applicable)	Server Pool (circle one if applicable)
A	1,500	A	A	A
B	12,000	B	B	B
C	30,000	C	C	C
D	75,000	D	D	D

Microsoft Select *Agreement – Amendment #1*

Select Agreement number
Microsoft affiliate to complete `O\S\(a(a 50\`

This amends the Microsoft Select Agreement -State and Local Government identified above ("the agreement") between the **State of Connecticut** and Microsoft Licensing, GP as of the effective date identified below. Any terms that are used but not defined in this amendment will have the same meanings as in the agreement. The purpose of this amendment is to set the Select volume discount level at level D for all pools with no potential price level adjustment, and to modify certain sections of the Agreement as agreed upon by the parties.

I.   Amendment.

1.   Section 2a of the agreement "***Establishing Price Levels***" is hereby amended and restated in its entirety as follows:

   Establishing price levels. Each product offering is assigned a point value on the Product List and is assigned to one of the following pools: applications, systems or servers. Your price level for each pool will be *Select level D for all Pools until the end of this agreement.* Your price level will be used to determine the prices we will use to invoice each enrolled affiliate's reseller for product licenses that enrolled affiliate orders.

2.   Section 2b of the agreement "***Price Level Adjustments***" is hereby deleted in its entirety.

3.   The Select Volume Forecast Form is hereby amended and restated in its entirety as follows:

   This Form is used to establish your price level for each product pool for the first year of this agreement.

   Your price level is set at Select Level D for the remainder of your agreement

4.   On page 2 of the agreement, the paragraph entitled "**effective date**" is hereby amended and restated as follows:

   Effective date *and authority to enter into agreement.* *This agreement is entered into by authority of Sections 4d-2, 4d-5 and 4d-8 of the Connecticut General Statutes, and will be effective as of June 1, 2004.*

5.   Section 6(f) of the agreement is hereby amended and restated in its entirety as follows:

   Microsoft's commitment on use rights. We will not change an enrolled affiliate's product use rights for any version of a product after it becomes available to that enrolled affiliate under its enrollment.

   We will provide each enrolled affiliate with a copy of the applicable product use rights or will make them available either by publication on the World Wide Web, at http://microsoft.com/licensing or at a successor site that we identify, or by some other reasonable means. You acknowledge that you and your affiliates have access to the World Wide Web. We do not transfer any ownership rights in any licensed product, and we reserve all rights not expressly granted. In lieu of your obligation to indemnify us under various provisions of the product use rights, *you covenant and warrant that neither you, nor any enrolled affiliate or other affiliate, nor any employees or agents of you, any enrolled affiliate or other affiliate, shall distribute any such redistributables to unaffiliated third parties, whether or not in conjunction with or as part of a software application product developed using any such redistributables.*

6. The first paragraph of Section 10(d) is hereby amended and restated as follows, with no changes to the other paragraphs of Section 10(d):

How to renew this agreement. We will provide you with 60 days prior written notice of expiration of the initial agreement or renewal term advising you of your renewal options. You may have the option to renew this agreement for successive terms of 12 or 36 full calendar months. *This agreement will not automatically renew, but rather will be renewed only pursuant to a written agreement between the parties.* If you renew this

agreement, all enrollments under this agreement are automatically renewed. We and our affiliates will not unreasonably refuse to renew this agreement or reject any renewal order. However, we may make a change to the Select License program that will make it necessary for you and your enrolled affiliates to enter into new agreements and enrollments.

7. A new Section 17(j) is hereby added to the agreement, as follows:

Public works contract. You acknowledge and agree that this agreement shall not be construed to be a public works contract.
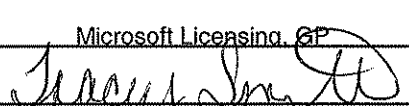
8. A new Section 17(k) is hereby added to the agreement, as follows:

Statutes and executive orders. Microsoft shall comply with all applicable State of Connecticut laws and regulations. The parties hereby agree that the statutes and executive orders set forth on Attachment A hereto shall be incorporated by reference into this agreement.

II. *Effect of Amendment.*

Except as specifically amended by this amendment, all provisions of the agreement shall remain unchanged and in full force and effect. You must execute and return 2 copies of this amendment to the address below on or before May 31, 2004 in order for the terms and conditions of this amendment to be considered by Microsoft Licensing, GP.

Microsoft Licensing, GP
Attn: Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, NV 89511-1137

Customer	**Contracting Microsoft Affiliate**
Name The State of Connecticut	Microsoft Licensing, GP
Signature *[signature]*	Signature *[signature]*
Printed Name Elizabeth D. Petroni	Printed Name Tracey Smith
Printed Title Chief of Staff	Printed Title Contract Administrator
Signature Date May 24, 2004	Effective Date

APPROVED AS TO FORM:

_____   Date: _____

Attorney General of the State of Connecticut

_____

Name (Printed)

Prepared by: David Mills, Licensing Executive

28. REPORTS TO THE AUDITORS OF PUBLIC ACCOUNTS

This contract is subject to the provisions of §4-61dd Connecticut General Statutes. In accordance with this section any person having knowledge of any matter involving corruption, violation of state or federal laws or regulations, gross waste of funds, abuse of authority or danger to the public safety occurring in any large state contract, may transmit all facts and information in his possession concerning such matter to the Auditors of Public Accounts. In accordance with subsection (e) if an officer, employee or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of this section, the contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi-public agency may request the Attorney General to bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) each large state contractor shall post a notice of the provisions of this section relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.

EXECUTIVE ORDER NO. THREE

WHEREAS, sections 4-61d(b) and 4-114a of the 1969 supplement to the general statutes require nondiscrimination clauses in state contracts and subcontracts for construction on public buildings, other public works and goods and services, and

WHEREAS, section 4-6le(c) of the 1969 supplement to the general statutes requires the labor department to encourage and enforce compliance with this policy by both employers and labor unions, and to promote equal employment opportunities, and

WHEREAS, the government of this state recognizes the duty and desirability of its leadership in providing equal employment opportunity, by implementing these laws,

NOW THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under section twelve of article fourth of the constitution of the state, as supplemented by section 3-1 of the general statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

Attachment A (Continued)

I

The labor commissioner shall be responsible for the administration of this Order and shall adopt such regulations as he deems necessary and appropriate to achieve the purposes of this Order. Upon the promulgation of this Order, the commissioner of finance and control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the labor commissioner for violation of or noncompliance with this Order or state or federal laws concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to such contract or subcontract.

II

Each contractor having a contract containing the provisions prescribed in section 40114a of the 1699 supplement to the general statutes, shall file, and shall cause each of his subcontractors to file, compliance reports with the contracting agency or the labor commissioner, as may be directed. Such reports shall be filed within such times and shall contain such information as to employment policies and statistics of the contractor and each subcontractor, and shall be in such form as the labor commissioner may prescribe. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order or any preceding similar Order, and in that event to submit on behalf of themselves and their proposed subcontractors compliance reports prior to or as an initial part of their bid or negotiation of a contract.

III

Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor organization or employment agency as defined in section 31-122 of the general statutes, the compliance report shall identify the said organization or agency and the contracting agency or the labor commissioner may require a compliance report to be filed with the contracting agency or the labor commissioner, as ray be directed, by such organization or agency, signed by an authorized officer or agent of such organization or agency, with supporting information, to the effect that the signer's practices and policies, including but not limited to matters concerning personnel, training., apprenticeship, membership, grievance and representation, and upgrading, do not discriminate on grounds of race, color, religious creed, age, sex or national origin, or

ancestry of any individual, and that the signer will either affirmatively cooperate in the implementation of the policy and provisions of this Order, or that it consents and agrees that recruitment, employment and the term's and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order.

IV

The labor commissioner may by regulation exempt certain classes of contracts, subcontracts or purchase orders from the implementation of this Order, for standard commercial supplies or raw materials, for less than specified amounts of money or numbers of workers or for subcontractors below a specified tier. The labor commissioner may also provide by regulation for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the state contract, provided only that such exemption will not interfere with or impede the implementation of this Order, and provided further, that in the absence of such an exemption, all facilities shall be covered by the provisions of this Order.

V

Each contracting agency shall be primarily responsible for obtaining compliance with the regulations of the labor commissioner with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the regulations of the labor commissioner in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Order and of the regulations of the labor commissioner issued pursuant to this Order. They are directed to cooperate with the labor commissioner and to furnish the labor commissioner such information and assistance as he may require in the performance of his functions under this Order. They are further directed to appoint or designate from among the personnel of each agency, compliance officers, whose duty shall be to seek compliance with the objectives of this Order by conference, conciliation, mediation, or persuasion.

VI

The labor commissioner may investigate the employment practices and procedures of any state contractor or subcontractor and the practices and policies or' any labor organization or employment agency hereinabove described, relating to employment under the state contract, as concerns nondiscrimination by such organization or agency as hereinabove described, or the labor commissioner may initiate such investigation by the appropriate contract agency, to determine whether or not the contractual provisions hereinabove

specified or statutes of the state respecting them have been violated. Such investigation shall be conducted in accordance with the procedures established by the labor commissioner and the investigating agency shall report to the labor commissioner any action taken or recommended.

VII

The labor commissioner shall receive and investigate or cause to be investigated complaints by employees or prospective employees of a state contractor or subcontractor or members or applicants for membership or apprenticeship or training in a labor organization or employment agency hereinabove described which allege discrimination contrary to the contractual provisions specified hereinabove or state statutes requiring nondiscrimination in employment opportunity. If this investigation is conducted for the labor commissioner by a contracting agency, that agency shall report to the labor commissioner what action has been taken or is recommended with regard to such complaints.

VIII

The labor commissioner shall use his best efforts, directly and through contracting agencies, other interested federal, state and local agencies, contractors and all other available instrumentalities, including the commission on human rights and opportunities, the executive committee on human rights and opportunities, and the apprenticeship council under its mandate to provide advice and counsel to the labor commissioner in providing equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers, in accordance with section 31-51(d) of the 1969 supplement to the general statutes, to cause any labor organization or any employment agency whose members are engaged in work under government contracts or referring workers or providing or supervising apprenticeship or training for or in the course of work under a state contract or subcontract to cooperate in the implementation of the purposes of this Order. The labor commissioner shall in appropriate cases notify the commission on human rights and opportunities or other appropriate state or federal agencies whenever it has reason to believe that the practices of any such organization or agency violate equal employment opportunity requirements of state or federal law.

IX

The labor commissioner or any agency officer or employee in the executive branch designated by regulation of the labor commissioner may hold such hearings, public or

private, as the labor commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.

X

(a) The labor commissioner may hold or cause to be held hearings, prior to imposing ordering or recommending the imposition of penalties and sanctions under this Order. No order for disbarment of any contractor from further state contracts shall be made without affording the contractor an opportunity for a hearing. In accordance with such regulations as the labor commissioner may adopt, the commissioner or the appropriate contracting agency may

(1)   Publish or cause to be published the names of contractors or labor organizations or employment agencies as hereinabove described which it has concluded have complied or failed to comply with the provisions of this Order or the regulations of the labor commissioner in implementing this Order.

Recommend to the commission on human rights and opportunities that in cases in which there is substantial or material violation or threat thereof of the contractual provision or related state statutes concerned herein, appropriate proceedings be brought to enforce them, including proceedings by the commission on its own motion under chapter 563 of the general statutes and the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly or seek to prevent directly or indirectly compliance with the provisions of this Order.

(3)   Recommend that criminal proceedings be brought under chapter 939 of the general statutes.

(4)   Cancel, terminate, suspend or cause to be cancelled, terminated, or suspended in accordance with law any contract or any portion or portions thereof far failure of the contractor or subcontractor to comply with the nondiscrimination provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.

(5)   Provide that any contracting agency shall refrain from entering into any further contracts or extensions or modifications of existing contracts with any contractor until he has satisfied the labor commissioner that he has established and will carry out personnel and employment policies compliant with this Order.

Attachment A (Continued)

(6)   Under regulations prescribed by the labor commissioner each contracting agency shall make reasonable efforts within a reasonable period of time to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation or persuasion, before other proceedings shall be instituted under this Order or before a state contract shall be cancelled or terminated in whole or in part for failure of the contractor or subcontractor to comply with the contract provisions of state statute and this Order.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the labor commissioner or pursuant to his regulations shall promptly notify him of such action. Whenever the labor commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency and other interested federal, state and local agencies of the action recommended. The state and local agency or agencies shall take such action and shall report the results thereof to the labor commissioner within such time as he shall specify.

XI

If the labor commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order, or submits a program for compliance acceptable to the labor commissioner, or if the labor commissioner so authorizes, to the contracting agency.

XII

Whenever a contracting agency cancels or terminates a contract, or a contractor has been disbarred from further government contracts because of noncompliance with the contract provisions with regard to nondiscrimination, the labor commissioner or the contracting agency shall rescind such disbarment, upon the satisfaction of the labor commissioner that the contractor has purged himself of such noncompliance and will thenceforth carry out personnel and employment policies of nondiscrimination in compliance with the provision of this Order.

XIII

The labor commissioner may delegate to any officer, agency or employee in the executive branch any function or duty of the labor commissioner under this Order except authority to promulgate regulations of a general nature.

XIV

This Executive Order supplements the Executive Order issued on September 28, 1967. All regulations, orders, instructions, designations and other directives issued heretofore in these premises, including those issued by the heads of various departments or agencies under or pursuant to prior order or statute, shall remain in full force and effect, unless and until revoked or superceded by appropriate authority, to the extent that they are not inconsistent with this Order.

Executive Order No.16

WHEREAS, the State of Connecticut recognizes that workplace violence is a growing problem that must be addressed; and

WHEREAS, the State is committed to providing its employees a reasonably safe and healthy working environment, free from intimidation, harassment, threats, and/or violent acts; and

WHEREAS, violence or the threat of violence by or against any employee of the State of Connecticut or member of the public in the workplace is unacceptable and will subject the perpetrator to serious disciplinary action up to and including discharge and criminal penalties.

NOW, THEREFORE, I, John G. Rowland, Governor of the State of Connecticut, acting by virtue of the authority vested in me by the Constitution and by the statutes of this state, do hereby ORDER and DIRECT:

1.   That all state agency personnel, contractors, subcontractors, and vendors comply with the following Violence in the Workplace Prevention Policy:

The State of Connecticut adopts a statewide zero tolerance policy for workplace violence.

Therefore, except as may be required as a condition of employment

☐   No employee shall bring into any state worksite any weapon or dangerous instrument as defined herein.

☐   No employee shall use, attempt to use, or threaten to use any such weapon or dangerous instrument in a state worksite.

Attachment A (Continued)

☐   No employee shall cause or threaten to cause death or physical injury to any individual in a state worksite.

Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

Violation of the above reasonable work rules shall subject the employee to disciplinary action up to and including discharge.

2.   That each agency must prominently post this policy and that all managers and supervisors must clearly communicate this policy to all state employees.

3.   That all managers and supervisors are expected to enforce this policy fairly and uniformly.

4.   That any employee who feels subjected to or witnesses violent, threatening, harassing, or intimidating behavior in the workplace immediately report the incident or statement to their supervisor, manager, or human resources office.

5.   That any employee who believes that there is a serious threat to their safety or the safety of others that requires immediate attention notify proper law enforcement authorities and his or her manager or supervisor.

6.   That any manager or supervisor receiving such a report shall immediately contact their human resources office to evaluate, investigate and take appropriate action.

7.   That all parties must cooperate fully when questioned regarding violations of this policy.

8.   That all parties be advised that any weapon or dangerous instrument at the worksite will be confiscated and that there is no reasonable expectation of privacy with respect to such items in the workplace.

9.   That this order applies to all state employees in the executive branch.

Attachment A (Continued)

10. That each agency will monitor the effective implementation of this policy.

11. That this order shall take effect immediately.

EXECUTIVE ORDER NO. SEVENTEEN

WHEREAS, Section 31-237 of the General Statutes of Connecticut as amended requires the maintaining of the established free services of the Connecticut State Employment Service to both employers and prospective employees and

WHEREAS, Section 31-5 of the General Statutes of Connecticut requires that no compensation or fee shall be charged or received directly or indirectly for the services of the Connecticut State Employment Service and

WHEREAS, large numbers of our citizens who have served in the Armed Forces of our nation are returning to civilian life in our state and seeking employment in civilian occupations and

WHEREAS, we owe a duty as well as gratitude to these returning veterans including the duty to find suitable employment for them and

WHEREAS, many of our handicapped citizens are fully capable of employment and are entitled to be placed in suitable employment and

WHEREAS, many of the citizens of our state who are unemployed are unaware of the job openings and employment opportunities which do in fact exist in our state and

WHEREAS, notwithstanding the free services of the Connecticut State Employment Service, many of our Connecticut employers do not use its free services or do not avail themselves fully of all of the services offered.

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under the fourth article of the Constitution of the State and in accordance with Section 3-1 of the General Statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

I

The Labor Commissioner shall be responsible for the administration of this Order and shall do all acts necessary and appropriate to achieve its purpose. Upon promulgation of this Order, the Commissioner of Finance and Control shall issue a directive forthwith to all state agencies that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order and that such contract or subcontract may be cancelled, terminated or suspended by the Labor Commissioner for

violation of or noncompliance with this Order, notwithstanding that the Labor Commissioner is not a party to such contract or subcontract.

II

Every contractor and subcontractor having a contract with the state or any of its agencies, boards, commissions, or departments, every individual partnership, corporation. or business entity having business with the state or who or which seeks to do business with the state, and every bidder or prospective bidder who submits a bid or replies to an invitation to bid on any state contract shall list all employment openings with the office of the Connecticut State Employment Service in the area where the work is to be performed or where the services are to be rendered.

III

All state contracts shall contain a clause which shall be a condition of tile contract that the contractor and any subcontractor holding a contract directly under the contractor shall list all employment openings with the Connecticut State Employment Service. The Labor Commissioner may allow exceptions to listings of employment openings which the contractor proposes to fill from within its organization from employees on the rolls of the contractor on the date of publication of the invitation to bid or the date on which the public announcement was published or promulgated advising of the program concerned.

IV

Each contracting agency of the state shall be primarily responsible for obtaining compliance with this Executive Order. Each contracting agency shall appoint or designate from among its personnel one or more persons who shall be responsible for compliance with the objectives of this Order.

V

The Labor Commissioner shall be and is hereby empowered to inspect the books, records, payroll and personnel data of each individual or business entity subject to this Executive Order and may hold hearings or conferences, formal or informal, in pursuance of the duties and responsibilities hereto delegated to the Labor Commissioner.

VI

Attachment A (Continued)

The Labor Commissioner or any agency officer or employee in the executive branch designated by regulation of the Labor Commissioner may hold such hearings, public or private, as the Labor Commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.

VII

(a)   The Labor Commissioner may hold or cause to be held hearings, prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. In accordance herewith, the Commissioner or the appropriate contracting agency may suspend, cancel, terminate, or cause to be suspended, cancelled, or terminated in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the listing provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.
(b)   Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the Labor Commissioner, shall promptly notify him of such action. Whenever the Labor Commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency of the action recommended. The agency shall report the results to the Labor Commissioner promptly.

VIII

If the Labor Commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order.

This Order shall become effective sixty days after the date of this Order.

NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS

This section is inserted in this contract in connection with Subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised.

a. For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in Subsection (a) of Conn. Gen. Stat. Section 32-9n; and "good faith" means that degree of

diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirement

For the purposes of this section, "commission" means the commission on human rights and opportunities.

For the purposes of this section, "public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

b. (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown b
is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the commission on human rights and opportunities with such info

Attachment A (Continued)

c. Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

d. The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

e. The contractor shall include the provisions of Subsection b of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

f. The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

NONDISCRIMINATION PROVISIONS REGARDING SEXUAL ORIENTATION

This section is inserted in this contract in connection with Subsection (a) Section 4a-60a of the General Statutes of Connecticut, as revised.

a. (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission on human rights and opportunities advising the labor union or workers'

representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for em

     b.   The contractor shall include the provisions of Subsection a of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such

subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56 of the general statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

     c.   The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.