



Microsoft Enterprise **Agreement** – State and Local

CUSTOM for State of Maryland

Enterprise Agreement number
Microsoft affiliate to complete

01E66284
CTM=000-dmills-s-0315

Proposal ID

This Microsoft Enterprise Agreement is entered into between the following entities as of the effective date identified below. Each party will notify the other in writing if any of the information in the following table changes.

Customer		
Name of Entity State of Maryland, acting through the Department of Budget and Management		Contact Name Mike Balderson <small>(This person handles access to online information and receives notices unless a different contact is provided below.)</small>
Street Address 45 Calvert Street		Contact E-mail Address (required for online access) mbalders@dbm.state.md.us
City Annapolis	State/Province MD	Phone 410-260-7549
Country USA	Postal Code 21401	Fax 410-974-5615
Microsoft Account Manager Name Curt Rasmussen		Microsoft Account Manager Email curtisr
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
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 notice)
City	State/Province	Phone
Country	Postal Code	Fax

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

Effective date. *This agreement is not legally binding until executed by both parties and shall become effective on the date of signature of the State of Maryland, through the Department of Budget and Management. Each enrollment executed hereunder shall not be legally binding until executed by each party thereto and shall become effective on the date of the signature of the applicable enrolling affiliate.*

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
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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 Maryland, acting through the Department of Budget and Management		Microsoft Licensing, GP	
Signature 		Signature 	
Printed Name [Handwritten Name]		Printed Name Joylene H.	
Printed Title CHIEF INFORMATION TECHNOLOGY		Printed Title Contract Administrator	
Effective Date and Customer Signature Date (date customer signs) 9/18/06		Signature Date (date Microsoft affiliate countersigns) SEP 07 2006	

Terms and Conditions

1. Definitions.

In this agreement, "you" means **the State of Maryland acting by and through its Department of Budget and Management**, and "we" or "us" means the Microsoft entity that has entered into this agreement or an enrollment. In addition, the following definitions apply:

"additional product" means any product other than an enterprise product that an enrolled affiliate chooses to license under its enrollment;

"adjustment multiplier" means, with respect to a product family on the second anniversary of the effective date of an enrollment for which it is determined, a number by which the initial annual reference price is multiplied in order to determine the reference price for the third annual installment payment, pursuant to the terms and conditions of Section 18(o);

"affiliate" means (a) with regard to you, (i) you; (ii) 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; (iii) 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 (iv) 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;

"aggregate family desktop count" means, with respect to a particular product family as of a particular annual pricing date, the aggregate number of qualified desktops under all unexpired enrollments for which one or more products in such family are chosen as enterprise products as of such date, including both (i) the original qualified desktops ordered under such unexpired enrollments, plus (ii) any additional qualified desktops added pursuant to true up orders;

"annual price level" means, with respect to a particular product family and as of a particular annual pricing period, the volume discount level, determined pursuant to the terms and conditions of Section 18(o), by which each of the following shall be determined, based upon the aggregate family desktop count for such product family as of the annual pricing date upon which such the determination of such level for such period is made:

(i) the initial annual reference prices of enterprise products in such product family for new enrollments with effective dates which occur in such annual pricing period; and

(ii) the adjustment multiplier with respect to enterprise products in such product family for previously-executed enrollments (a) which have effective dates on or after the first annual pricing date and (b) for which the second anniversary falls in such annual pricing period;

"annual pricing date" means each of the following:

(i) the effective date of this agreement (the "first annual pricing date")

(ii) the first day of the twelfth (12th) full calendar month following such first annual pricing date (the "second annual pricing date"); and

(iii) the first day of the calendar month that occurs every 12 months following the second annual pricing date, until the last enrollment executed hereunder expires or is otherwise terminated.

For example, if the first annual pricing date is September 1, 2005, then the second annual pricing date shall be August 1, 2005, and each subsequent annual pricing date shall occur on August 1 of each successive calendar year until the last enrollment hereunder expires or is otherwise terminated;

"annual pricing period" means each period which:

(i) begins on the first annual pricing date, or any anniversary thereof; and

(ii) ends twelve (12) full calendar months following the day it begins.

For example, if first annual pricing date is September 1, 2005, then: the first annual pricing period will run from September 1, 2005 to August 31, 2006; the second annual pricing period will run from September 1, 2006 to August 31, 2007; and so forth.

Note that, with the exception of the first annual pricing period, each annual pricing period begins one month following the annual pricing date upon which the annual price level for such period is determined pursuant to Section 18(o). Such one-month period is necessary for us to: (i) count the aggregate number of qualified desktops enrolled by your state and local government entities in enterprise enrollments, (ii) calculate the annual price levels and reference prices for the subsequent annual pricing period, and (iii) implement adjustments, if any, to the reference prices of third year installment payments for enrollments whose second anniversary falls in such subsequent period.

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

"CAL family" means any of the following client access license ("CAL") products, when such products are chosen as enterprise products on an enrollment: (i) Microsoft Core CAL; (ii) Microsoft Windows Server CAL; (iii) Microsoft Exchange Server CAL; (iv) Microsoft SQL Server CAL; (v) Microsoft Systems Management Server CAL; or (vi) Microsoft SharePoint Portal Server CAL;

"component platform product" means any of the following enterprise products:

- (i) Microsoft Office Professional;
- (ii) Microsoft Office Standard;
- (iii) Microsoft Windows XP Professional Operating System Upgrades; and
- (iv) Microsoft Core CAL (or, when purchased together under a single enrollment, the following: (Microsoft Windows Server CAL, Microsoft Exchange CAL; Microsoft Systems Management CAL, and Microsoft SharePoint Portal Server CAL).

"ending price level" means, with respect to an enterprise product ordered pursuant to a particular enrollment, the volume discount level used to determine the adjustment multipliers applied to apply to the third year installment payments pursuant to the terms and conditions of Subsection 18(o)(4).

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

"enrollment" means the document that you or an affiliate submits under this agreement to sign up for the Enterprise Agreement program and make an initial selection of products;

"enterprise" means the enrolled affiliate and the affiliates it chooses on its enrollment to include in its enterprise;

"enterprise product" means any product that we designate as an enterprise product and that an enrolled affiliate chooses to license under its enrollment (enterprise products may only be licensed on an enterprise-wide basis under the Enterprise Agreement program);

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

"Government EA Price List" means the Microsoft State and Local Government Enterprise Agreement Price List that is provided on a monthly basis to each reseller, which contains the reference prices for both enterprise products and additional products.

"initial annual reference price" means, with respect to an enterprise product ordered pursuant to a particular enrollment, the annual per-desktop unit reference price for the first and second annual payments.;

"initial price level" means, with respect to each enterprise product licensed pursuant to a an enrollment executed hereunder, the volume discount level used to determine the initial annual reference price for such enterprise product;

"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;

"Microsoft Core Client Access License" and "Core CAL" means each of the following client access license products, when purchased together as a suite: (i) Windows CAL; (ii) Exchange CAL; (iii) SharePoint CAL; and (iv) SMS CAL;

"non-renewal enrollment" means any enrollment executed hereunder that is not a renewal enrollment;

"Office family" means either of the following enterprise products: (i) Microsoft Office Professional; or (ii) Microsoft Office Standard;

"original true up reference price" means, with respect to an enterprise product at the first, second or third anniversaries of an enrollment, respectively, the original per-additional-desktop unit reference price for the true up order due at such anniversary, as determined at the effective date of such enrollment pursuant to Section 18(o);

"order" means an order on a form that is acceptable to the reseller;

"perpetual license" means a license without an end or term. All perpetual licenses obtained under any enrollment under this agreement are subject to the terms of this agreement.

"platform enrollment" means any enrollment executed hereunder for which each of the following is a chosen enterprise product:

- (i) either (a) Office Standard or (b) Office Professional; and*
- (ii) Microsoft Windows Professional desktop operating system; and*

(iii) *Microsoft Core CAL;*

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

"product family" means any of the following collections of enterprise products, as defined above: (i) Office family; (ii) Windows family; and/or (iii) CAL family;

"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, that identifies the products that are or may be made available under each of the volume licensing programs, and identifies which products are available to Enterprise Agreement program customers and any product-specific conditions or limitations on the acquisition of licenses for those products;

"qualified desktop" means any personal desktop computer, portable computer, workstation or similar device that is used by or for the benefit of an enrolled affiliate or any affiliate included in its enterprise and that meets the minimum requirements for running any of the enterprise products. Qualified desktops do not include: (i) any computer that is designated as a server and not used as a personal computer, (ii) any system dedicated to run ONLY line-of-business software (e.g., an accounting or bookkeeping program used by an accountant, or a computer-aided design program used by an engineer or architect); or (iii) any system running an embedded operating system (e.g. Windows 9.x for embedded, Windows XP embedded);

"renewal enrollment" means an enrollment executed hereunder pursuant to which a renewal order for enterprise products is made;

"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 Enterprise Agreement program;

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

"Select Price List" means the Microsoft Select Agreement Price List that is provided on a monthly basis to each reseller, which contains the estimated retail prices for products made available pursuant to the Microsoft select program;

"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 *commercially* available during the covered period. *For the purposes of the preceding sentence, a version of product becomes commercially available as of the month it is first made available for sale under the Select and/or Enterprise Agreement price list.*

"unexpired enrollment" means, with respect to an annual pricing date, an enterprise enrollment under either (i) this agreement; or (ii) another Microsoft Enterprise Agreement to which either you or you're an affiliate is party, provided that such enrollment shall not have expired or been terminated prior to such annual pricing date; and

"Windows family" means the following enterprise product: Microsoft Windows XP Professional desktop operating system (or its successor).

2. How the Enterprise Agreement program works.

The Enterprise Agreement program gives customers that wish to license one or more of Microsoft's platform products across their enterprise the means to ensure that their entire enterprise will be licensed. You and affiliate can participate in this program by submitting one or more enrollments under this agreement. On the enrollment, the enrolled affiliate will designate the scope of its enterprise and make the initial selection of enterprise products and any additional products it wishes to license. Each

enrollment must include at least one of those products that we make available to license as an enterprise product. We may refuse to accept an enrollment if we have a business reason for doing so. *At your request, we are providing the following list of examples for illustrative purposes only and such list of examples is not meant to be exhaustive. Examples of such business reasons may include, but are not limited to, (i) poor customer credit rating, (ii) past history of material unlicensed use or non-compliance with our licensing terms, (iii) history of prior termination of an agreement for cause, (iv) history of illegal exporting of software, or (v) any other prior violation of our intellectual property rights.*

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.** The price level(s) for enterprise products shall be determined as set forth in Section 18(o). The price level for additional products shall be "Level D."
- b. Deriving prices from price levels.** The enrolled affiliates' reference prices for enterprise products shall be determined as set forth in Section 18(o). The enrolled affiliates' reference prices for additional products shall be the level D reference prices provided to the reseller on the applicable monthly price list.
- c. How enrolled affiliates acquire licenses.** An enrolled affiliate will acquire its licenses by executing an enrollment under which it acquires its licenses through its chosen reseller. Orders under an enrollment will be made out to and submitted to the enrolled affiliate's reseller. We will invoice that reseller according to the terms in the applicable enrollment. While such enrollment will contain reference prices, the reseller and the enrolled affiliate will determine the enrolled affiliate's actual price and payment terms. *All enrolled affiliates agree that enrollments and purchases made through this agreement must comply with all applicable procurement laws and regulations.*
- d. Choosing and maintaining a reseller.**

Resellers. Resellers are authorized to resell our product licenses, but act independently and have no authority to bind us.

Choosing and maintaining a reseller. *Each enrolled affiliate that signs an enrollment must select and maintain a reseller authorized by Microsoft and chosen by you in the enrolled affiliate's area, and must make all purchases through such reseller. Enrolled affiliates agree (i) to accept your choice of reseller when executing enrollments hereunder, and (ii) to change resellers, subject to the other terms and conditions of this Section 2(d), upon receipt of written notice from you instructing them to do so; provided, however, each enrolled affiliate agrees that you may instruct us to change the reseller on its enrollment, without requiring the written consent of such enrolled affiliate.*

Change of reseller. *If an entity ceases to be a reseller, you must choose a replacement, and each enrolled affiliate must select and maintain such replacement as its reseller. Alternatively, you may select such reseller on behalf of an enrolled affiliate. To change its reseller, the enrolled affiliate (or you on its behalf) must notify us and the former reseller in writing, on a form that we provide, at least 30 days prior to the date on which the change is to take effect (unless a different period is agreed upon in writing by us and both the original and new resellers). Such change of reseller will be effected 30 days following the former reseller's receipt of such notice (the "change date"), unless a different period is agreed upon in writing by us and both the original and new resellers, and any installments or true up orders that are due prior to such change date shall be owed by the enrolled affiliate to the former reseller. In the case of a change of reseller, the enrolled affiliate is responsible for ensuring that all its obligations to the former reseller are met.*

- e. Reporting country of use.** On each order (initial, subsequent, true up or renewal), an enrolled affiliate must report to us:

- **For enterprise products** – the countries where its qualified desktops covered by that order are located and the approximate number of such qualified desktops in each of those countries, and
- **For additional products** – the countries where the enrolled affiliate or its affiliates run those copies of the additional products covered by that order and the approximate number of copies run in each of those countries.

This information is for our internal use only and does not change the prices we provide for the products licensed under this agreement.

3. How to order enterprise product licenses.

- a. Placing the initial order.** Each enrolled affiliate must submit an initial order for the enterprise products it selects on its enrollment. Except as provided in the following paragraph, the order must be for L&SA for all enterprise products.

When is the enrolled affiliate eligible to order only Software Assurance for an enterprise product? An enrolled affiliate may order Software Assurance for the enterprise products it selects without the need to simultaneously order a License if the enrolled affiliate or any of the affiliates in its enterprise have obtained perpetual licenses for that product on an enterprise-wide basis under a previous "Enterprise Enrollment" (defined below), and the new enrollment becomes effective no later than the day following the date of expiration of that "Enterprise Enrollment." The Software Assurance order must be for the number of qualified desktops covered as of the expiration of that "Enterprise Enrollment." For all other qualified desktops included in an enrollment submitted under this agreement, the enrolled affiliate must order L&SA.

The term "Enterprise Enrollment," as used in this section 3, means (i) a Microsoft Enterprise Select Agreement; (ii) an enterprise enrollment under a separate Microsoft Select Master Agreement or Microsoft Enterprise Agreement; (iii) any enterprise subscription enrollment entered into under a separate Microsoft Enterprise Subscription Agreement; or (iv) any other enrollment submitted under the Microsoft Enterprise Agreement identified on the cover page.

- b. Adding new enterprise products.** An enrolled affiliate may only add new enterprise products by entering into a new enrollment.
- c. Placing annual "true up" orders to account for additional desktops.** Each enrolled affiliate must determine the current number of qualified desktops in its enterprise: (i) at each anniversary of the effective date of its enrollment (including anniversaries during any renewal); and, (ii) at the expiration or early termination of its enrollment.
- **If the desktop count has increased.** If the number of qualified desktops has increased, the enrolled affiliate must submit an order for L&SA covering those additional desktops. The enrolled affiliate must place the order within 15 days following the anniversary of the enrollment effective date, expiration or termination.
 - **If the desktop count has not increased.** If the number has not increased, the enrolled affiliate must submit an update statement confirming this fact on the form we provide within that 15-day period.
- d. Reorganizations, Consolidations, and Privatizations.** If the number of qualified desktops in an enterprise changes by more than ten percent as a result of a reorganization, consolidation, or privatization of an enrolled affiliate, we will work with the enrolled affiliate in good faith to determine how to accommodate its changed circumstances in the context of this agreement. If an enrolled affiliate consolidates with a customer with an existing "Enterprise Enrollment," we will work with the enrolled affiliate in good faith to accommodate its changed circumstances in the context of this agreement.

4. How to order additional product licenses.

- a. **Placing the initial order.** Each enrolled affiliate must submit an initial order for the additional products it has selected, if any, on its enrollment. Except as provided in the following paragraph, the order must be for L&SA for all copies of those additional products.

When is the enrolled affiliate eligible to order only Software Assurance for an additional product? An enrolled affiliate may order Software Assurance for additional products it selects without the need to simultaneously order a License if the enrolled affiliate or any of the affiliates it includes in its enterprise has obtained perpetual licenses for those products with Upgrade Advantage, Software Assurance or any similar upgrade protection, and the new enrollment becomes effective no later than one day following the expiration of that upgrade protection. The order may be for up to the number of copies covered by such upgrade protection. An enrolled affiliate may also order Software Assurance alone in any other circumstances expressly permitted in the Product List. For all other copies included in an enrollment submitted under this agreement, the enrolled affiliate must order L&SA.

- b. **Adding new additional products not previously ordered.** Each enrolled affiliate may, during the remainder of the applicable initial enrollment or renewal term, run new additional products under its enrollment that were not part of the initial order. To do so, the enrolled affiliate must order L&SA in the month in which the product is first run, covering all copies of that product run as of the date of the order. For any additional copies of that product run after the date of that order, the enrolled affiliate must submit orders as described in subsection 4(c) (Placing annual "true up" orders to account for additional copies) below.
- c. **Placing annual "true up" orders to account for additional copies.** Each enrolled affiliate may, during the remainder of the applicable initial enrollment or renewal term, run additional copies of those additional products it previously ordered under subsections (a) and (b), provided that the enrolled affiliate places a true up order for L&SA for those additional copies. The enrolled affiliate must submit an order within 15 days after the next anniversary of the effective date of the enrollment (including anniversaries occurring during any renewal) following the date on which those copies were first run. For additional copies first run in the year in which an enrollment expires or is terminated, the enrolled affiliate must submit an order within 15 days following the expiration or termination date.
- d. **Update statements.** Each enrolled affiliate must submit an update statement within 15 days following each anniversary of the effective date of its enrollment, and after expiration or termination of its enrollment, on a form we provide, unless that enrolled affiliate (i) is running only enterprise products under its enrollment, and (ii) it is not otherwise required to submit an update statement under subsection 3(c) (Placing "true up" orders to account for additional desktops) above.

5. How to confirm orders.

We will publish information about orders placed by each enrolled affiliate, including an electronic confirmation of each order, on 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 of this agreement and of the respective enrollments will be provided access to this site.

6. License grant -- what enrolled affiliates are licensed to run.

Upon our acceptance of the enrollment, the enrolled affiliate has the following rights during the term of its enrollment. These rights apply to the licenses obtained under an enrollment and are not related to any order or fulfillment of software media.

- **For enterprise products.** The enrolled affiliate may run one copy of the latest version (or any prior version) of each enterprise product, on each qualified desktop. By including affiliates in its enterprise, the enrolled affiliate sublicenses this right to each of them subject to the terms of this agreement.

- **For additional products.** The enrolled affiliate may run for its own benefit the number of copies of each additional product ordered in the latest version (or any prior version). If an affiliate included in any enrolled affiliate's enterprise runs any copies of an additional product under this agreement, those copies are sublicensed from that enrolled affiliate subject to the terms of this agreement.

The right to run any product licensed under an enrollment is temporary until:

- (i) the enrolled affiliate has paid all installments of the price for that product license and the applicable initial enrollment or renewal term during which that product license was ordered has expired or been renewed, or
- (ii) the enrolled affiliate is otherwise entitled to perpetual licenses upon early termination as provided in subsection 11(c) (Termination of an enrollment).

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), of each enterprise product in a number of copies equal to the total number of qualified desktops covered by the enrollment; and each additional product in the number of copies ordered during the applicable initial enrollment term or renewal term. In the case of early termination as provided in subsection 11(c) (Termination of an enrollment), 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 11(e) (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 5 (How to confirm orders) above, and any documentation evidencing transfers of licenses as described in subsection 10(a) (How to transfer), together with proof of payment, will be the enrolled affiliate's evidence of all licenses obtained under its enrollment.

7. 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.

- 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.
- 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 (subject to our commitment on use rights below).
- 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.
- Microsoft's commitment on use rights.**

For all products – use rights fixed by version. We will not change an enrolled affiliate's product use rights under this agreement for any version of a product after it becomes available to that enrolled affiliate under its enrollment.

For enterprise products – no detrimental use right changes in new versions.

- (i) **For new versions made available during the initial enrollment term.** If we make available a new version of any enterprise product during the initial enrollment term and that new version is subject to certain use rights that are more restrictive than those that applied to a prior version under an enrollment that was or became available during the initial enrollment term, the enrolled affiliate may run that new version without being subject to those certain more restrictive use rights.
- (ii) **For new versions made available during each renewal term.** Upon each renewal of Software Assurance for an enterprise product, an enrolled affiliate's use of that product will be governed by the use rights that apply to the latest version of that product available as of the date of that renewal, including any terms that are more restrictive than those that applied to a previous version of that product licensed by that enrolled affiliate under its enrollment during the preceding term. However, if during a renewal term we make available a new version of that same enterprise product with certain use rights more restrictive than those use rights that applied to a prior version licensed under an enrollment that was or became available during that same term, the enrolled affiliate may run the new version without being subject to those certain more restrictive use rights.
- (iii) **New features or functionality.** The right described in subsections (i) and (ii) above does not apply to product use rights that relate specifically to new features or functionality added to a new version.

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 *enrolled* 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 an *enrolled affiliate's* obligation to indemnify us under various provisions of the product use rights, *the enrolled affiliate* will be responsible for any cost or damages arising from any claim to which *its* indemnity obligation would otherwise apply, *provided, however, that this Section shall not be used to assert any monetary claim against you or any enrolled affiliate where such a claim would not be permitted under Maryland law.*

8. Software Assurance Membership.

Throughout the term of its enrollment (including any renewal), each enrolled affiliate automatically qualifies as a member of Microsoft's Software Assurance Membership program. Membership may entitle the enrolled affiliates to special benefits. These benefits may be subject to additional terms and conditions. For a description of these benefits, an enrolled affiliate should consult its reseller or Microsoft account manager.

9. Making copies of software.

- a. **Copies necessary for internal deployment.** Each enrolled affiliate may make as many copies of the products licensed under its enrollment as necessary to distribute the products to the users within its enterprise. 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 and 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. *Each enrolled* affiliate 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 included in its enterprise may (i) run up to 20 complimentary copies of any additional product in a dedicated training facility on their premises; (ii) run up to 10 complimentary copies of any product that we make available to license as an additional 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 included within its enterprise has licensed products from an original equipment manufacturer (OEM), through a retail source or under any Microsoft program other than this Enterprise Agreement 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 an 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 9(c), the product type (e.g. upgrade or full license) of the copies made from the media provided under an enrollment must be identical to the product type of the copies they replace. However, an enrolled affiliate may use copies of a desktop operating system made from the media provided under its enrollment in place of copies of the same desktop 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 9(c) is subject to the terms and use rights provided with the copies being replaced, and nothing in this section creates or extends any warranty or support obligation.

10. Transferring licenses.

- a. How to transfer.** An enrolled affiliate may transfer perpetual licenses ordered under an enrollment to an affiliate, or to an unaffiliated third party in connection with a privatization of the enrolled affiliate, as long as the enrolled affiliate provides us with 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. *We will expeditiously: (i) approve or deny such transfer requests, and (ii) process approved requests.* 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 subsection 7(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 in this section 10. Any transfer made in violation of the requirements or restrictions of 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 desktop operating system license or from the computer system on which the product is first installed.

11. Term, termination and renewal.

a. Term. This agreement will remain in effect unless it is terminated by either party as described below. Each enrollment will have the term provided in that enrollment.

b. Termination of this agreement. Either party may terminate this agreement for any reason upon 60 days written notice.

Effect of termination. Such termination will merely terminate either party's and its affiliates' ability to enter into new enrollments under this agreement. Such termination will not affect any enrollment not otherwise terminated, and any terms of this agreement applicable to any enrollment not otherwise terminated will continue in effect with respect to that enrollment.

c. Termination of an enrollment - general. Either party to an enrollment may terminate it (i) for any reason, upon 60 days written notice; or (ii) 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 you become aware that an enrolled affiliate ceases to be an affiliate, you must use reasonable efforts to notify us of this fact, and you agree to assist us, upon our request, to determine whether an entity is an affiliate. If an enrolled affiliate ceases to be an affiliate, we may terminate its enrollment.

d. Termination of enrollment – non-appropriation of funds. If the Maryland General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of an enrollment succeeding the first fiscal period, such enrollment shall be canceled automatically as of the first scheduled installment billing date which occurs in the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect your rights, Microsoft's rights, or any enrolled affiliate's rights under any termination clause in this agreement. The effect of termination of the enrollment hereunder will be to discharge Microsoft, your and enrolled affiliates from future performance of the agreement enrollment, but not from their respective rights and obligations existing at the time of termination as provided by this agreement, including but not limited to the terms of subsection 11(e) below and COMAR 21.07.01.10. You (or the applicable enrolled affiliate) shall notify Microsoft as soon as it has knowledge that funds may not be available for the continuation of this agreement for each succeeding fiscal period beyond the first.

e. Effect of termination or expiration. Upon expiration or termination of 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 purchase 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 an affiliate, or (iii) you or an enrolled affiliate terminate an enrollment for non-appropriation of funds, or (iv) 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.

- f. How to renew an enrollment.** We will provide each enrolled affiliate with 60 days prior written notice of expiration of its enrollment or renewal term advising it of its renewal options. An enrolled affiliate may have the option to renew its enrollment for successive terms of 12, 24 or 36 full calendar months. We and our affiliates will not unreasonably reject any renewal order. However, we may make a change to the Enterprise Agreement program that will make it necessary for you and enrolled affiliates to enter into new agreements and enrollments *in order to renew*. *Neither you nor the enrolled affiliates are under any obligation to renew.*

Placing renewal orders. To renew, the enrolled affiliate must submit a renewal order within 30 days after the previous term expired. The renewal order must be for Software Assurance for (i) all enterprise products previously ordered for all qualified desktops in the enrolled affiliate's enterprise as of the date of that renewal order, and (ii) all copies of additional products for which the enrolled affiliate elects to renew Software Assurance. Each renewal term will start the day following expiration of the prior term. An enrolled affiliate may not add new enterprise products not previously ordered during the initial term as part of its renewal; to license new enterprise products it must submit a new enrollment.

Consequences of non-renewal. If the enrolled affiliate elects not to renew its enrollment or Software Assurance for any additional product under its enrollment, and it otherwise allows Software Assurance for any copies of any products licensed under its enrollment to lapse, then the enrolled affiliate will not be permitted to order Software Assurance for such copies later without first acquiring L&SA.

12. 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. *Each enrolled affiliate agrees* 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>.

13. Section deleted, section number reserved.

14. 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 an *enrolled affiliate* 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 *and each enrolled affiliates'* 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 (OR TO AN ENROLLED AFFILIATE) BY US UNLESS SUCH THIRD-PARTY PRODUCTS OR SERVICES ARE PROVIDED UNDER WRITTEN AGREEMENT BETWEEN YOU (OR THE ENROLLED AFFILIATE) AND US, AND THEN ONLY TO THE EXTENT EXPRESSLY PROVIDED IN SUCH AGREEMENT.

15. Defense of infringement and misappropriation claims.

We will defend *you or an enrolled affiliate* against any claim 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 or such enrolled affiliate* must notify us promptly in writing of the claim and give us sole control over its defense or settlement. *You and the enrolled affiliate* agrees to provide us with reasonable assistance in defending the claim, and we will reimburse reasonable out of pocket expenses that *you or it* 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 or the enrolled affiliate's* running of the product or fix after we notify *you or it* to discontinue running due to such a claim; (ii) *you or the enrolled affiliate's* 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) *you or the enrolled affiliate's* altering the product or fix; (v) *you or the enrolled affiliate's* distribution of the product or fix to, or its use for the benefit of, any third party; (vi) *you or the enrolled affiliate's* use of our trademark(s) without express written consent to do so; or (vii) for any trade secret claim, *you or the enrolled affiliate's* 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 and/or the applicable enrolled affiliate* will be responsible for any costs or damages that result from these actions committed by *you and/or the applicable enrolled affiliate, respectively, to the extent permitted by applicable law.*

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 and/or the applicable enrolled affiliate* 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 and the affected enrolled affiliate* will stop running the allegedly infringing product or fix immediately. If, as a result of an infringement claim, *your or an enrolled affiliate's* 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 or an enrolled affiliate regarding our intellectual property, you or such enrolled affiliate must notify us promptly in writing. We may, at our option, choose to treat these claims as being covered by this section. This Section 15 provides your and each enrolled affiliates' exclusive remedy for third party infringement and trade secret misappropriation claims.

16. 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 subsection will not apply with respect to the following in connection with the performance of this agreement:

(i) our obligations under Section 15 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; and

(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

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 16, and to the extent permitted by applicable law, 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.

17. Verifying Compliance.

Each enrolled affiliate must keep records relating to the products it and any affiliate which sublicenses from it runs. 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 the affected enrolled affiliate's operations. As an alternative, we may require the enrolled affiliate to accurately complete our self-audit questionnaire relating to the products it and any affiliates to which it sublicenses use. An enrolled affiliate 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, the applicable enrolled affiliate must promptly order sufficient licenses to permit all product usage disclosed. If material unlicensed use is found (license shortage of 5% or more), the enrolled affiliate 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 *an enrolled affiliate is* 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.

18. Miscellaneous.

- a. Notices.** All notices, authorizations, and requests given or made in connection with this agreement must be sent by post or express courier 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 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. *If any provision appearing in this agreement purports to cause you to bestow a right or incur an obligation that is beyond your legal authority to bestow or incur, then that provision shall be deemed of no effect. The Department of Budget and Management has been delegated, by the Maryland General Assembly, the purchasing authority to enter into statewide contracts for the purchase of all Information Technology.*
- 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 *or any affiliates* to license, use or promote Microsoft software or services exclusively. *You and each affiliate* 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; (iii) the product use rights; and (iv) all enrollments under this agreement. The terms of any purchase order or any general terms and conditions you or any affiliate maintain, other than those mandatory terms required by statute or regulation, do not apply. This agreement (except the product use rights and the Product List) 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, *grant and transfer of licenses, copying of software for back-up or archival purposes;* warranties, limitations of liability; *defense of infringement and misappropriation claims,*

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.** The terms of this agreement shall be governed by the laws of the State of Maryland. The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this agreement or the software licenses acquired hereunder.*
- k. **Dispute resolution.** Disputes relating to this agreement will be subject to applicable dispute resolution laws of the State of Maryland.*
- l. **Copyright Violation.** Except to the extent it is licensed under this agreement, each enrolled affiliate will be responsible for its violation (and the violation of the affiliates to which it sublicenses) of our copyright in the products, including payment of license fees specified in this agreement for unlicensed use; provided, however, that this Section shall not be used to assert any monetary claim against you or any enrolled affiliate where such a claim would not be permitted under Maryland law.*
- m. **Retention of records.** Microsoft shall retain and maintain all records and documents pertaining to this agreement and all enrollments in connection with this agreement for no less than three (3) years following the termination or expiration of this agreement with respect to such enrollments or any applicable statute of limitations, whichever is longer and shall make them available for inspection and audit by your authorized representatives, including the procurement officer or designee, at all reasonable times.*
- n. **Non-visual accessibility.** Microsoft acknowledges that the provisions of COMAR 21.05.08.05 are required terms where new or upgraded information technology is being acquired and that the software being acquired through an enrollment is information technology. Not all products of Microsoft are intended to meet the requirements of federal or state accessibility laws; an enrolled affiliate acquiring an enterprise product must determine whether its procurement and use of such enterprise products comport with federal and state accessibility requirements. Microsoft agrees that it will reasonably cooperate with the reseller selected by you under the IFB to provide such non-confidential information as may be requested by you to permit you to determine whether: (1) software ordered by the reseller is not available with non-visual access because the essential elements of the software are visual and non-visual equivalence cannot be developed; or (2) the cost of modifying the information technology for compatibility with software and hardware used for non-visual access would increase the cost of the procurement by more than 5 percent.*
- o. **Determination of pricing for enterprise products.***

*(1) **Annual price levels.** For each product family and for each annual pricing period, we will determine an annual price level, pursuant to Table 1 in Addendum A, by matching the aggregate family desktop count for such family (as of the annual pricing date which immediately precedes such annual pricing period) with the column marked "Annual Price Level Name."*

For example, the annual price level for the Office family during an annual pricing period that runs between September 1, 2006 and August 31, 2007, shall be determined according to Table 1 in Addendum A by counting the aggregate number of qualified desktops, in unexpired enrollments which contain Microsoft Office or Microsoft Office Professional as enterprise products, as of August 1, 2006. If such aggregate count is less than 40,000 qualified desktops, the annual price level will be "Level D"; and if the count is between 40,000 and 59,999, the annual price level will be the "40K Premium Level," and so forth.

(2) Establishing component product reference prices for new enrollments.

The Government EA Price List provided to resellers generally contains reference prices for the following common enterprise products:

- Microsoft Office Professional;
- Microsoft Windows XP Professional Operating System Upgrades;
- Microsoft Core CAL; and
- Microsoft Desktop Professional (which is a suite composed of the preceding three component products, and the reference price for which is equal to the sum of the three component reference prices less the applicable platform discount).

For the purposes of the agreement, the Government EA Price List entry for Microsoft Desktop Professional shall not apply, since this section 18(o) provides an alternate and equivalent means by which the three component products thereof shall be priced. Rather, the components of Microsoft Desktop Professional shall be sold as separate line items to the reseller. This is necessary in order that the annual price levels which apply to each of the three product families which contain the components may be adjusted separately, as set forth below.

On each annual pricing date, we will establish a list of initial annual reference prices and original true up reference prices for enterprise products (collectively, "initial reference prices") for each of the most commonly requested enterprise products, plus any other enterprise products for which you may have requested reference prices. We will provide you and your reseller(s) with such initial reference prices, and will also provide your reseller(s) with the corresponding confidential reseller costs which correspond to such initial reference prices.

Such initial reference prices shall apply to all new enrollments with effective dates during the annual pricing period which immediately follows such annual pricing date, but not to enrollments with effective dates thereafter, unless different initial reference prices are agreed upon in writing between us and an enrolled affiliate (or you) based upon certain exceptions to standard terms including (but not limited to) applied credits and/or consideration for unexpired Software Assurance owned by the enrolled affiliate as of the effective date of its enrollment.

Initial reference prices for each enterprise product shall be calculated, using the following formulas, using such product's standard license estimated retail price ("L") (except as noted in the following sentence) and one-year Software Assurance estimated retail price ("SA") pursuant to the Select Price List which is in effect as of the annual pricing date upon which the determination is being made. For the purposes of determining the value of "L" solely with respect to the Windows Professional Upgrade, sixty percent (60%) of the Select estimated retail price of such Upgrade shall be used. The Select volume discount level to be used for such L and SA prices shall be level D.

(i) For orders of License & Software Assurance on an initial order made pursuant to a non-renewal enrollment, the initial annual reference price shall be calculated according to the following formula:

$\{ [L + (3 \times SA)] \times 0.85, \text{ divided by } 3 \}$, less an additional premium level discount (if applicable) and/or platform discount (if applicable) pursuant to the terms and conditions below governing such additional discounts.

(ii) for orders of Software Assurance on an initial order made pursuant to a renewal enrollment, the initial annual reference price shall be calculated according to the following formula:

$\{ SA \times 0.95 \}$, less an additional premium level discount (if applicable) and/or platform discount (if applicable) pursuant to the terms and conditions below governing such additional discounts;

(iii) for orders of License & Software Assurance on the first anniversary true up order made pursuant to either a renewal enrollment or a non-renewal enrollment, the original true up reference price shall be calculated according to the following formula:

$\{ L + (2.5 \times SA) \} \times 0.85$, less an additional premium level discount (if applicable) and/or platform discount (if applicable) pursuant to the terms and conditions below governing such additional discounts;

(iv) for orders of License & Software Assurance on the second anniversary true up order made pursuant to either a renewal enrollment or a non-renewal enrollment, the original true up reference price shall be calculated according to the following formula:

$\{ L + (1.5 \times SA) \} \times 0.85$, less an additional premium level discount (if applicable) and/or platform discount (if applicable) pursuant to the terms and conditions below governing such additional discounts; and

(v) for orders of License & Software Assurance on the third anniversary true up order made pursuant to either a renewal enrollment or a non-renewal enrollment, the original true up reference price shall be calculated according to the following formula:

$\{ L + (0.5 \times SA) \} \times 0.85$, less an additional premium level discount (if applicable) and/or platform discount (if applicable) pursuant to the terms and conditions below governing such additional discounts.

The results of each of the above calculations will be rounded to the nearest penny.

For example, if, at the annual pricing date which immediately precedes an annual pricing period, the standard license estimated retail price (L) for an enterprise product is \$100.00 per desktop, and the one-year Software Assurance estimated retail price is \$25.00 per desktop, then: The initial annual reference price for License & Software Assurance for a non-renewal enrollment during such annual pricing period will be:

$\{ [\$100.00 + (3 \times \$25.00)] \times 0.85$, divided by 3 } = \$49.58 per desktop per year, less platform discount (if any), less premium level discount (if any);

The initial annual reference price for Software Assurance for a renewal enrollment during such annual pricing period will be:

$\$25.00 \times 0.95 = \23.75 per desktop per year, less platform discount (if any), less premium level discount (if any);

The original true up reference price for License & Software Assurance at the first anniversary of the effective date of either a renewal or non-renewal enrollment during such annual pricing period will be:

$\{ \$100.00 + (2.5 \times \$25.00) \} \times 0.85 = \138.13 per desktop, less platform discount (if any), less premium level discount (if any);

The original true up reference price for License & Software Assurance at the second anniversary of the effective date of either a renewal or non-renewal enrollment during such annual pricing period will be:

$\{ \$100.00 + (1.5 \times \$25.00) \} \times 0.85 = \116.88 per desktop, less platform discount (if any), less premium level discount (if any);

The original true up reference price for License & Software Assurance at the third anniversary of the effective date of either a renewal or non-renewal enrollment during such annual pricing period will be: and

$$\{ \$100.00 + (0.5 \times \$25.00) \} \times 0.85 = \$96.63 \text{ per desktop, less platform discount (if any), less premium level discount (if any).}$$

(3) Additional discounts applied to initial reference prices for components.

After calculating initial reference prices for each component enterprise product pursuant to the above formulas, the following additional discounts may be applied to such prices, subject to the terms and conditions below:

(A) A "platform discount" will be applied to component platform products (e.g. Microsoft Office Professional) ordered pursuant to platform enrollments, but not to other enterprise products, if any (e.g. Microsoft Project), in such platform enrollments. Such platform discounts are as follows:

- 15% for initial orders of License & Software Assurance on non-renewal enrollments;
- 5% for initial orders (but not true up orders) of Software Assurance for renewal enrollments; and
- 15% for true up orders of License & Software Assurance for both renewal enrollments and non-renewal enrollments.

For example, if the initial annual reference price of a component product in a non-renewal platform enrollment, before the platform discount is applied, is \$100.00, the platform discount will be \$15.00, and the resulting initial annual reference price will be:

$$\{ \$100.00 - \$15.00 \} = \$85.00.$$

(B) A "premium level discount" will be applied to an enterprise product, provided that the aggregate family desktop count that applies to such product is equal to or greater than 40,000 qualified desktops. The amount of such premium level discount shall be determined according to Table 1 in Addendum A, by matching the aggregate family desktop count for the applicable product family (as of the annual pricing date which immediately precedes such annual pricing period) with the applicable column under the heading "Premium Level Discount." Such premium level discount (if any) will be applied before applying a platform discount (if any).

For example, if the initial annual reference price of a component product in a non-renewal platform enrollment, before the platform discount and premium level discount are applied, is \$100.00, and the aggregate desktop count for the product family is 40,000 qualified desktops, then a corresponding premium level discount of 2% will be applied (i.e. a discount of \$2.00), so the resulting initial annual reference price before the platform discount is applied will be:

$$\{ \$100.00 - \$2.00 \} = \$98.00.$$

The platform discount applied will be 15% of \$98.00, which is \$14.70, so the resulting annual reference price after the platform discount is applied will be

$$\{ \$98.00 - 14.70 \} = \$83.30.$$

The results of each of the above discount calculations will be rounded to the nearest penny. Such discounts will be provided so long as they are made generally available to all volume licensing customers. If the amount of either such generally available discount is increased, decreased, or eliminated, such increase, decrease or elimination will apply to the annual pricing period which immediately follows such event.

Table 3 in Addendum A shows the initial annual reference prices and true up reference prices, respectively, that shall apply during the first annual pricing period. We will provide you with new initial annual reference prices on or before the first day of each subsequent annual pricing period.

(4) Price adjustments for third annual installment and true up payments upon sustained change of annual price level.

The unit reference prices of the following payments (collectively, the "adjustable payments") are subject to change ("adjustment"), provided that your annual price level has increased or decreased, relative to the initial price level, as of both the first and second anniversaries of an enrollment:

- the third annual installment payment for the qualified desktops ordered pursuant to the initial order;
- additional qualified desktops (if any) ordered pursuant the second anniversary true up order; and
- additional qualified desktops (if any) ordered pursuant the second anniversary true up order.

Such adjustment in unit reference price will be determined separately for each product family, pursuant to Table 2 in Addendum A. The adjustment multiplier for each applicable product family on an enrollment is determined in such table by finding the intersection of (i) the column which corresponds to the initial price level, and (ii) the line which corresponds to the ending price level. The adjustment multiplier applicable to each product family will then be multiplied by the initial annual reference price for each applicable enterprise product in such product family, in order to determine the new reference prices for the adjustable payments.

For the purposes of this Subsection 18(o)(4), one annual price level is "higher" than another volume level if the minimum aggregate family desktop count requirement for such level is greater than that for the second level, and one annual price level is "lower" than another volume level if the minimum aggregate family desktop count requirement for such level is lower than that for the second level.

In the event that your annual price level becomes lower in one annual pricing period than in the previous year, we (or the reseller on our behalf) will send a written notice to each enrolled affiliate that executed an enrollment with an effective date occurring during the previous annual pricing period, advising such enrolled affiliate that a price increase may occur for the third annual installment payment pursuant to its enrollment in the event that the subsequent annual price level has not increased to a level equal to or greater than the initial annual price level. Such notice will be delivered at least 12 months prior to the date upon which such third annual installment payment will become due.

The ending price level shall be determined for each product family on each enrollment according to the relationship between initial price level and the annual price levels for the first and second anniversaries, respectively, according to the following table:

Annual Price Level Criteria:			Examples with sample price levels:			
If the first anniversary price level is:	and the second anniversary price level is:	then the ending price level will be:	Initial Annual Price level	First Anniversary Annual Price Level	Second Anniversary Annual Price Level	Ending Price Level
the same as the initial price level	any level	The initial price level	D	D	Any Level	D
Higher than the initial price level	the same or higher than the first anniversary price level	The first anniversary price level	D	40K Premium Level	40K Premium Level	40K premium Level
Higher than the initial price level	lower than the first anniversary price level but higher than the initial level	the second anniversary price level	D	40K Premium Level	D	D
Lower than the initial price level	the same as the first anniversary price level	The first anniversary price level	40K Premium Level	D	D	D
Lower than the initial price level	Higher than the first anniversary price level	the second anniversary price level	40K Premium Level	D	40K Premium Level	D

(5) Price level for enrollments executed during the first annual pricing period (“year 1 enrollments”).

The parties agree that the initial price level for each product family for the first annual pricing period shall be Level D, based on the aggregate family desktop counts of less than 40,000 for each product family:

(6) Additional terms and conditions.

You acknowledge, on behalf of *each* enrolled affiliate, that the reference prices for the third annual payment of certain enrollments, along with true up payments due at their second and third anniversaries, respectively, may increase pursuant to the terms of this Section 18(o). It is recommended that affiliates not enter into enrollments hereunder unless (a) they are aware of such possibility that their price may increase as stated above; and (b) they anticipate that sufficient budget will be approved to cover such increased payment amount.

You acknowledge and agree that there may be certain instances in which the reference prices of certain enterprise products in certain enrollments executed by affiliates, whether under this Enterprise Agreement or otherwise under a separate Enterprise Agreement or Enterprise Subscription agreement, may be adjusted in ways that vary from the adjustments agreed upon in this Section 18(o), pursuant to separate agreement between the enrolled affiliate and us. Such instances may include, but are not limited to, those enrollments: (i) that were executed prior to this enterprise agreement; (ii) that contain other enterprise products than those in the three product families defined herein; (iii) for which we negotiate a special payment schedule or ramped installment payments; and (iv) for which a special price is negotiated to match the equivalent Microsoft Select estimated retail price for sufficient licenses, such as to account for unexpired Upgrade Advantage and/or Software Assurance.

Reference prices are provided only for the purpose of comparison. Actual pricing and payment terms will be determined by agreement between each enrolled affiliate and its chosen reseller. All adjustments to reference prices defined herein will correspond to a proportional adjustment we will make to the reseller's confidential cost.

You agree to assist us in making existing and prospective enrolled affiliates aware of the general terms, conditions, and benefits of entering into an Enrollment, by:

- (i) posting such information a website accessible to each such affiliate;
- (ii) participating, upon our request and as your schedule reasonably permits, in conference calls with prospective enrolled affiliates, to discuss such terms, conditions, and benefits.

Table 1: Price Volume Level Determination

Aggregate Family Desktop Count	Annual Price Level Name	EA / Select Price List Volume Level	Premium Level Discount
Below 40,000	Level D	Level D	N/A
40,000-59,999	40K Premium Level	Level D	2.00%

Table 2: Adjustment Multipliers to apply to Year-3 Price:

Ending Price Level	Initial Price Level	D	40K
	Level D	1.000	1.040
	40K Premium Level	0.959	1.000

Table 3: Initial Annual reference Prices for Component Enterprise Products in enrollments executed during first annual reference period

Annual pricing for initial order

Product Description	Part Number (SKU)	1st Annual Payment (\$/desktop)		2nd Annual Payment (\$/desktop)		3rd Annual Payment (\$/desktop)	
		Platform	Non-Platform	Platform	Non-Platform	Platform	Non-Platform
Office Pro Win32 Listed Languages Lic/SA Pack MVL	269-05924	160.94	189.34	160.94	189.34	160.94	189.34
Office Pro Win32 Listed Languages SA MVL	269-05925	93.57	98.49	93.57	98.49	93.57	98.49
Office Win32 Listed Languages Lic/SA Pack MVL	021-05654	130.14	153.10	130.14	153.10	130.14	153.10
Office Win32 Listed Languages SA MVL	021-05655	75.67	79.65	75.67	79.65	75.67	79.65
Core Device CAL Listed Languages Lic/SA Pack MVL	W06-00020	65.55	77.11	65.55	77.11	65.55	77.11
Core Device CAL Listed Languages SA MVL (Only if renewing previous Core Device CAL EA)	W06-00019	35.13	36.98	35.13	36.98	35.13	36.98
Core Device CAL Listed Languages SA MVL (Only if transitioning from BackOffice Device CAL EA)	W06-00019	45.47	50.61	45.47	50.61	45.47	50.61
Core User CAL Listed Languages Lic/SA Pack MVL	W06-00339	65.55	77.11	65.55	77.11	65.55	77.11
Core User CAL Listed Languages SA MVL (Only if renewing previous Core User CAL EA)	W06-00615	35.13	36.98	35.13	36.98	35.13	36.98
Core User CAL Listed Languages SA MVL (Only if transitioning from BackOffice User CAL EA)	W06-00340	45.47	50.61	45.47	50.61	45.47	50.61
Exchange Device CAL Listed Languages Lic/SA Pack MVL	381-01647	N/A	26.00	N/A	26.00	N/A	26.00
Exchange Device CAL Listed Languages SA MVL	381-01648	N/A	12.47	N/A	12.47	N/A	12.47
Exchange Device CAL Listed Languages Lic/SA Pack MVL (Only if all 4 components of Core CAL CAL are selected)	381-01647	21.21	24.95	21.21	24.95	21.21	24.95
Exchange Device CAL Listed Languages SA MVL (Only if all 4 components of Core CAL CAL are selected)	381-01648	11.38	11.97	11.38	11.97	11.38	11.97
Exchange User CAL Listed Languages Lic/SA Pack MVL	394-00519	N/A	26.00	N/A	26.00	N/A	26.00
Exchange User CAL Listed Languages SA MVL	394-00549	N/A	12.47	N/A	12.47	N/A	12.47
SharePoint Portal Device CAL Listed Languages Lic/SA Pack MVL	H05-00266	N/A	27.23	N/A	27.23	N/A	27.23
SharePoint Portal Device CAL Listed Languages SA MVL	H05-00267	N/A	13.03	N/A	13.03	N/A	13.03
SharePoint Portal Device CAL Listed Languages Lic/SA Pack MVL (Only if all 4 components of Core CAL CAL are selected)	H05-00266	22.22	26.14	22.22	26.14	22.22	26.14
SharePoint Portal Device CAL Listed Languages SA MVL (Only if all 4 components of Core CAL CAL are selected)	H05-00267	11.89	12.51	11.89	12.51	11.89	12.51
SQL Device CAL Listed Languages Lic/SA Pack MVL	359-00851	N/A	63.04	N/A	63.04	N/A	63.04
SQL Device CAL Listed Languages SA MVL	359-00852	N/A	30.20	N/A	30.20	N/A	30.20

Table 3: Initial Annual reference Prices for Component Enterprise Products in enrollments executed during first annual reference period (Continued)

Annual pricing for initial order

Product Description	Part Number (SKU)	1st Annual Payment (\$/desktop)		2nd Annual Payment (\$/desktop)		3rd Annual Payment (\$/desktop)	
		Platform	Non-Platform	Platform	Non-Platform	Platform	Non-Platform
SQL Device CAL Listed Languages Lic/SA Pack MVL (Only if all 4 components of Core CAL CAL are selected)	359-00851	51.44	60.52	51.44	60.52	51.44	60.52
SQL Device CAL Listed Languages SA MVL (Only if all 4 components of Core CAL CAL are selected)	359-00852	27.55	29.00	27.55	29.00	27.55	29.00
SQL User CAL Listed Languages Lic/SA Pack MVL	359-01177	N/A	63.04	N/A	63.04	N/A	63.04
SQL User CAL Listed Languages SA MVL	359-01178	N/A	30.20	N/A	30.20	N/A	30.20
SQL User CAL Listed Languages Lic/SA Pack MVL (Only if all 4 components of Core CAL CAL are selected)	359-01177	51.44	60.52	51.44	60.52	51.44	60.52
SQL User CAL Listed Languages SA MVL (Only if all 4 components of Core CAL CAL are selected)	359-01178	27.55	29.00	27.55	29.00	27.55	29.00
SharePoint Portal User CAL Listed Languages Lic/SA Pack MVL	H05-00443	N/A	27.23	N/A	27.23	N/A	27.23
SharePoint Portal User CAL Listed Languages SA MVL	H05-00438	N/A	13.03	N/A	13.03	N/A	13.03
Sys Mgmt Device CAL Listed Languages Lic/SA Pack MVL	355-00837	N/A	15.87	N/A	15.87	N/A	15.87
Sys Mgmt Device CAL Listed Languages SA MVL	355-00838	N/A	7.62	N/A	7.62	N/A	7.62
Sys Mgmt Device CAL Listed Languages Lic/SA Pack MVL (Only if all 4 components of Core CAL CAL are selected)	355-00837	12.96	15.24	12.96	15.24	12.96	15.24
Sys Mgmt Device CAL Listed Languages SA MVL (Only if all 4 components of Core CAL CAL are selected)	355-00838	6.96	7.32	6.96	7.32	6.96	7.32
Windows Device CAL Listed Languages Lic/SA Pack MVL	C78-01061	N/A	11.24	N/A	11.24	N/A	11.24
Windows Device CAL Listed Languages SA MVL	C78-01062	N/A	5.41	N/A	5.41	N/A	5.41
Windows Device CAL Listed Languages Lic/SA Pack MVL (Only if all 4 components of Core CAL CAL are selected)	C78-01061	9.18	10.79	9.18	10.79	9.18	10.79
Windows Device CAL Listed Languages SA MVL (Only if all 4 components of Core CAL CAL are selected)	C78-01062	4.94	5.19	4.94	5.19	4.94	5.19
Windows User CAL Listed Languages Lic/SA Pack MVL	R18-00094	N/A	11.24	N/A	11.24	N/A	11.24
Windows User CAL Listed Languages SA MVL	R18-00050	N/A	5.41	N/A	5.41	N/A	5.41
Windows Pro Listed Languages Upg/SA Pack MVL	B23-03192	51.65	60.76	51.65	60.76	51.65	60.76
Windows Professional Listed Languages SA MVL	E85-01014	38.17	40.18	38.17	40.18	38.17	40.18
Windows Terminal Services Device CAL Listed Languages Lic/SA Pack MVL	R19-00094	N/A	30.95	N/A	30.95	N/A	30.95
Windows Terminal Services Device CAL Listed Languages SA MVL	R19-00050	N/A	14.83	N/A	14.83	N/A	14.83
Windows Terminal Services Device CAL Listed Languages Lic/SA Pack MVL (Only if all 4 components of Core CAL CAL are selected)	R19-00094	25.25	29.71	25.25	29.71	25.25	29.71
Windows Terminal Services Device CAL Listed Languages SA MVL (Only if all 4 components of Core CAL CAL are selected)	R19-00050	13.52	14.23	13.52	14.23	13.52	14.23
Windows Terminal Services User CAL Listed Languages Lic/SA Pack MVL	R19-00093	25.25	30.95	25.25	30.95	25.25	30.95
Windows Terminal Services User CAL Listed Languages SA MVL	R19-00049	13.52	14.83	13.52	14.83	13.52	14.83

Table 4: Original True Up Reference Prices for Component Enterprise Products in enrollments executed during first annual reference period

True-Up pricing for initial order

Product Description	Part Number (SKU)	1st Anniv True-Up		2nd Anniv True-Up		3rd Anniv True-Up	
		Platform	Non-Platform	Platform	Non-Platform	Platform	Non-Platform
Office Pro Win32 Listed Languages Lic/SA Pack MVL	269-05924	445.36	523.95	370.45	435.83	295.56	347.71
Office Win32 Listed Languages Lic/SA Pack MVL	021-05654	360.14	423.69	299.56	352.42	238.98	281.16
Core Device CAL Listed Languages Lic/SA Pack MVL	W06-00020	178.10	209.53	150.71	177.31	123.32	145.08
Core User CAL Listed Languages Lic/SA Pack MVL	W06-00339	178.10	209.53	150.71	177.31	123.32	145.08
Exchange Device CAL Listed Languages Lic/SA Pack MVL	381-01647	N/A	72.39	N/A	61.23	N/A	50.08
Exchange Device CAL Listed Languages Lic/SA Pack MVL (Only if all 4 components of Core CAL CAL are selected)	381-01647	59.07	69.49	49.96	58.78	40.87	48.07
Exchange User CAL Listed Languages Lic/SA Pack MVL	394-00519	N/A	72.39	N/A	61.23	N/A	50.08
SharePoint Portal Device CAL Listed Languages Lic/SA Pack MVL	H05-00266	N/A	75.85	N/A	64.21	N/A	52.56
SharePoint Portal Device CAL Listed Languages Lic/SA Pack MVL (Only if all 4 components of Core CAL CAL are selected)	H05-00266	61.89	72.81	52.40	61.65	42.88	50.45
SQL Device CAL Listed Languages Lic/SA Pack MVL	359-00851	N/A	175.62	N/A	148.61	N/A	121.58
SQL Device CAL Listed Languages Lic/SA Pack MVL (Only if all 4 components of Core CAL CAL are selected)	359-00851	143.31	168.60	121.27	142.67	99.22	116.72
SQL User CAL Listed Languages Lic/SA Pack MVL	359-01177	N/A	175.62	N/A	148.61	N/A	121.58
SQL User CAL Listed Languages Lic/SA Pack MVL (Only if all 4 components of Core CAL CAL are selected)	359-01177	143.31	168.60	121.27	142.67	99.22	116.72
SharePoint Portal User CAL Listed Languages Lic/SA Pack MVL	H05-00443	N/A	75.85	N/A	64.21	N/A	52.56
Sys Mgmt Device CAL Listed Languages Lic/SA Pack MVL	355-00837	N/A	44.18	N/A	37.37	N/A	30.55
Sys Mgmt Device CAL Listed Languages Lic/SA Pack MVL (Only if all 4 components of Core CAL CAL are selected)	355-00837	36.06	42.42	30.49	35.87	24.93	29.32
Windows Device CAL Listed Languages Lic/SA Pack MVL	C78-01061	N/A	31.31	N/A	26.47	N/A	21.63
Windows Device CAL Listed Languages Lic/SA Pack MVL (Only if all 4 components of Core CAL CAL are selected)	C78-01061	25.55	30.05	21.60	25.41	17.66	20.77
Windows User CAL Listed Languages Lic/SA Pack MVL	R18-00094	N/A	31.31	N/A	26.47	N/A	21.63
Windows Pro Listed Languages Upg/SA Pack MVL	B23-03192	139.65	164.29	109.11	128.35	78.55	92.41
Windows Terminal Services Device CAL Listed Languages Lic/SA Pack MVL	R19-00094	N/A	86.20	N/A	72.95	N/A	59.68
Windows Terminal Services Device CAL Listed Languages Lic/SA Pack MVL (Only if all 4 components of Core CAL CAL are selected)	R19-00094	70.35	82.75	59.53	70.03	48.70	57.30
Windows Terminal Services User CAL Listed Languages Lic/SA Pack MVL	R19-00093	70.35	86.20	59.53	72.95	48.70	59.68