

Alternative Acceptance Form (Microsoft Only)


Due to the extraordinary impact of the coronavirus (COVID-19), Microsoft has implemented steps to protect personnel and the communities in which they live and work, including conducting business from remote locations and/or using different processes. As a result, Microsoft is utilizing this Alternative Acceptance Form in place of signing a Program Signature Form.

Microsoft's authorized representative is accepting the contract documents shown on the Program Signature Form bearing the Proposal ID shown below ("Contract Documents") by typing their name and entering the date of acceptance on this Alternative Acceptance Form. The Agreement Effective Date shown below is the Agreement Effective Date shown on the Program Signature Form.

For the purposes of this Alternative Acceptance Form, "Customer" means the Customer entity identified on the Program Signature Form bearing the same Proposal ID that appears on this form, and "Microsoft" means the Microsoft entity or entities identified below on this form.

MBA/MBSA number:	
Agreement number:	59560501
Enrollment number:	75576152
Proposal ID:	N/A
Opportunity ID (if applicable):	000-ryamoe-E-434
Agreement Effective Date:	11/1/2020
Customer Name:	University of North Texas System

To indicate Microsoft's agreement, Microsoft's duly authorized representative will complete this form by entering their name and the date of Microsoft's acceptance below. Upon completion of this form, Microsoft agrees that it (1) has received, read and understands this Alternative Acceptance Form, the Program Signature Form, and all Contract Documents, including any websites or documents incorporated by reference and any amendments, and (2) agrees to be bound by the terms of all such documents, as of the Agreement Effective Date. This Alternative Acceptance Form, when completed, will be incorporated into the Agreement noted above.

Acceptance by Microsoft	
Enter applicable Microsoft Affiliate: Microsoft Corporation	
Name of Microsoft authorized representative:	
Acceptance date:	12/18/2020
<p><i>The above person is duly authorized on behalf of Microsoft to accept these Contract Documents. Microsoft will not challenge the enforceability or validity of the agreement formed by this alternative process or any of the Contract Documents based on its acceptance using this Alternative Acceptance Form.</i></p>	

Optional Confirmation of Acceptance on Customer Request

Once Microsoft returns to its normal business processes, if Customer requests a Microsoft signature, an authorized representative of Microsoft will sign and deliver a copy of this Alternative Acceptance Form below to confirm the effectiveness of the agreement as of the Agreement Effective Date shown above.

Optional Microsoft Confirmation of Acceptance	
Enter applicable Microsoft Affiliate: <choose one>	
By signature of its duly authorized representative below, Microsoft hereby acknowledges, ratifies and confirms that the agreement referenced on this Alternative Acceptance Form was duly accepted, and is effective as of the Agreement Effective Date shown above.	
Signature:	sign your complete name
Printed First and Last Name:	print your complete name
Printed Title:	print your title
Signature Date:	enter the date you signed this form



Microsoft Corporation
Attn: Americas Operations Center
6880 Sierra Center Parkway
Reno, NV 89511-1137

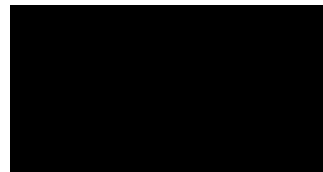


Dear Valued Customer:

Due to the extraordinary impact of the coronavirus (COVID-19), Microsoft has implemented steps to protect personnel and the communities in which they live and work. These protection measures include personnel conducting business from remote locations and/or using alternative processes.

To facilitate the flow of business and in light of these measures, Microsoft is changing its usual signing process by utilizing the Alternative Acceptance Form ("Acceptance Form"). This form enables Microsoft's authorized representatives to contractually accept documents while working remotely (please note that the authorized representative's completion of the Acceptance Form constitutes acceptance by Microsoft).

We value your relationship with Microsoft and thank you for your business.



Program Signature Form

MBA/MBSA number

Agreement number

59560501

000-ryamoe-E-434

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

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

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

Contract Document	Number or Code
Campus and School Agreement	X20-11402
Enrollment for Education Solutions	X20-14303
CAMPUS Amendment	CTM-CTC-AGR, CTM-CTC-AGR, EES57, CTM-CPT-CPC-EES46(NEW)

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

Customer

University of North Texas System

Printed First and Last Name***Printed Title****Signature Date*****Tax ID**

** indicates required field*

Microsoft Affiliate

Microsoft Corporation

Signature _____**Printed First and Last Name****Printed Title****Signature Date**

(date Microsoft Affiliate countersigns)

Agreement Effective Date

(may be different than Microsoft's signature date)

Campus and School Agreement

This agreement is entered into by the entities identified on the signature form.

This agreement consists of (1) these terms and conditions and the signature form, (2) the Product Terms, (3) the Online Services Terms, (4) any Enrollment entered into under this agreement, (5) any order submitted under this agreement, and (6) the eligibility criteria for Campus and School Agreement at the Licensing Site as of the effective date of this agreement.

Terms and Conditions

1. Definitions.

In this agreement, the following definitions apply:

“Affiliate” means

- a. If Institution is a non-public entity, then, with regard to Institution, “Affiliate” means any Qualified Educational User (as defined in the applicable Microsoft Qualified Educational User Definition available at the Licensing Site) that controls, is controlled by, or is under common control with Institution.
- b. If Institution is a public entity, then, with regard to Institution, “Affiliate” means, any Qualified Educational User that is:
 - (i) within the administrative control or supervision of Institution, or
 - (ii) expressly authorized by Institution to purchase as its affiliate.
- c. with regard to Microsoft, any entity that controls, is controlled by, or is under common control with Microsoft.

For purposes of this definition, **except with regard to hospitals, healthcare systems, and research laboratories** (collectively, “Healthcare Institutions”), “control” means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity. For Healthcare Institutions, “control” means that Institution is the sole owner of the Healthcare Institution or the only entity with the power to direct the management and policies of the Healthcare Institution’s day-to-day operations.

“Customer Data” means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, Institution and its Affiliates through the use of Online Services.

“Education Qualified User” has the definition provided in the Enrollment.

“Enrollment” means the document that Institution submits under this agreement to place orders for Products.

“day” means a calendar day.

“Fixes” means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Institution to address a specific issue.

“Institution” means the entity that is (1) a Qualified Educational User (as defined at <http://www.microsoft.com/licensing/contracts>) as of the effective date of this agreement that has entered into this agreement with Microsoft or (2) an Affiliate of Institution that has entered into an Enrollment under this agreement. If Institution is a school district, “Institution” includes all participating schools in the same district.

“License” means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis (“Subscription License”). Licenses for Online Services will be considered Subscription Licenses.

“Licensed Period” means the period of time beginning on the effective date specified in the Enrollment and continuing for the period of time specified in the Enrollment.

“Licensing Site” means <http://www.microsoft.com/licensing/contracts> or a successor site.

“Microsoft” means the Microsoft Affiliate that has entered into this agreement or an Enrollment and its Affiliates, as appropriate.

“Online Services” means the Microsoft-hosted services identified as Online Services in the Product Terms.

“Online Services Terms” means the additional terms that apply to Institution’s use of Online Services published on the Licensing Site and updated from time to time.

“Organization” means the organization Institution defines in its Enrollment.

“Product” means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region.

“Product Terms” means the document that provides information about Microsoft Products available through volume licensing. The Product Terms document is published on the Licensing Site and is updated from time to time.

“SLA” means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Licensing Site.

“Software” means licensed copies of Microsoft software identified in the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

“Software Assurance” is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

“Student” means any individual enrolled in any educational institution that is part of the Organization, whether on a full-time or part-time basis.

“use” or “run” means to copy, install, use, access, display, run, or otherwise interact with.

“Use Rights” means the use rights or terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement that accompanies a Product.

“Users” means Institution, Education Qualified Users, and Students designated on the Enrollment to run the Products, and members of the public who access devices located in Institution’s open access labs or libraries.

2. License for Products.

- a. License Grant.** Microsoft grants the Organization a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this agreement.
- b. Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless Institution exercises a buy-out option, which is available for some Subscription Licenses.
- c. Applicable Use Rights.** The latest Use Rights, as updated from time to time, apply to the use of all Products, subject to the following exceptions.

- (i) **For Versioned Software:** Material adverse changes published after the date a Product is first licensed will not apply to any licenses for that Product acquired during the applicable Enrollment term unless the changes are published with the release of a new version and the Organization chooses to update to that version. Renewal of Software Assurance does not change which Use Rights apply to perpetual Licenses acquired during a previous term or Enrollment.
 - (ii) **For all other Products:** Material adverse changes published after the start of the subscription period will not apply during the subscription term.
- d. **Downgrade Rights.** Organization may use an earlier version of a Product than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.
- e. **License Confirmation.** This agreement, the applicable Enrollment, and Institution's order confirmation, together with proof of payment, will be Institution's evidence of all Licenses obtained under an Enrollment.

3. ***Use, ownership, rights, and restrictions.***

- a. **Products.** Unless otherwise specified in this agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable Enrollment.
- b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.
- c. **Non-Microsoft software and technology.** Institution is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.
- d. **Restrictions.** Institution must not (and is not licensed to) (1) reverse engineer, decompile or disassemble any Product or Fix, (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Except as expressly permitted in this agreement or Product documentation, Institution must not (and is not licensed to) (1) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (2) distribute, sublicense, rent, lease, lend, any Products, Fixes, in whole or in part, or use them to offer hosting services to a third party.
- e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Institution any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

4. ***Making copies of Products and re-imaging rights.***

- a. **General.** Institution may make as many copies of Products as it needs to distribute them within the Organization. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Institution may use a third party to make these copies, but Institution is agreed it will be responsible for any third party's actions. Institution agrees to make reasonable efforts to notify its Users that the Products are licensed from Microsoft and subject to the terms of this agreement.

- b. Copies for training/evaluation and back-up.** For all Products other than Online Services, Institution may (1) use up to 20 complimentary copies of any licensed Products in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.
- c. Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
- (iii) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.
 - (iv) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.
 - (v) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.
 - (vi) Institution must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights provided with the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. Transferring and reassigning Licenses.

- a. License transfers.** License transfers are not permitted, except that Institution may transfer only fully-paid perpetual licenses to:
- (i) an Affiliate, or
 - (ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (1) a divestiture of part of the Organization or (2) a merger involving any part of the Organization.

Upon such transfer, the divested or merged part of the Organization must uninstall and discontinue using the licensed Products and render any copies unusable.

- b. Notification of License Transfer.** Institution must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from the Licensing Site, and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Institution provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the Licenses being transferred (including, without limitation, the applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.
- c. Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single User or device within the Organization. Licenses and Software Assurance may be reassigned within the Organization as described in the Use Rights.

6. Confidentiality.

“Confidential Information” is non-public information that is designated “confidential” or that a reasonable person should understand to be confidential, including Customer Data and the terms of Microsoft agreements. The Online Services Terms may provide additional obligations for, and limitations on disclosure and use of, Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without an obligation to keep it confidential, (c) is independently developed, or (d) is a comment or suggestion one party volunteers about the other’s business, products or services.

Each party will take reasonable steps to protect the other party’s Confidential Information and will use the other party’s Confidential Information only for purposes of the parties’ business relationship. Neither party will disclose that information to third parties, except to its employees, Affiliates, contractors, advisors and consultants (collectively, “Representatives”) and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of the discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other party’s Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of Representatives who have had access to Confidential Information. Each party agrees that use of information in Representatives’ unaided memories in the development or deployment of the parties’ respective products or services does not create liability under this agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

7. Privacy and compliance with laws.

- a. Institution consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Institution will obtain all required consents from third parties (including Institution’s contacts, resellers, distributors, administrators, and employees) under applicable privacy and data protection law before providing personal information to Microsoft.
- b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention and other processing of personal data from the European Economic Area and Switzerland.
- c. **U.S. Export.** Products and Fixes are subject to U.S. export jurisdiction. Institution must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies.

8. Term and termination.

- a. **Effective date.** The effective date of this agreement will be the earlier of either the date the agreement is executed by Microsoft or the effective date of the first Enrollment.
- b. **Term.** This agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

- c. **Termination without cause.** Either party may terminate this agreement without cause upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this agreement.
- d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Institution within a reasonable period of time, Microsoft may terminate this agreement and all Enrollments under it. If Institution terminates an Enrollment as a result of a breach by Microsoft, then Institution will have the early termination rights described in the Enrollment.
- e. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service in any country or jurisdiction where there is any current or future government requirement or obligation that (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there, (2) presents a hardship for Microsoft to continue operating the Online Service without modification, and/or (3) causes Microsoft to believe these terms or the Online Service may be in conflict with any such requirement or obligation.
- f. **Program updates.** Microsoft may make changes to this program that will make it necessary for Institution to enter into a new agreement and Enrollment at the time of an Enrollment renewal.

9. **Warranties.**

a. **Limited warranties and remedies.**

- (i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Microsoft user documentation for one year from the date Institution is first licensed for that version. If it does not and Institution notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Institution paid for the Software license, or (2) repair or replace the Software.
- (ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Institution's use. Institution's remedies for breach of this warranty are in the SLA.

The remedies above are Institution's sole remedies for breach of the warranties in this section. Institution waives any breach of warranty claims not made during the warranty period.

- b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse or use in a manner inconsistent with this agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Institution is permitted to redistribute.
- c. **Disclaimer.** Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

10. **Defense of third party claims.**

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The

party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By Microsoft.** Microsoft will defend Institution against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Institution's license and refund any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Institution's continued use of a Product or Fix after being notified to stop due to a third-party claim.
- b. **By Institution.** To the extent permitted by applicable law, Institution will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or non-Microsoft software hosted in an Online Service by Microsoft on Institution's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Institution's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

11. *Limitation of liability.*

For each Product, each party's maximum, aggregate liability to the other under this agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Institution was required to pay for the applicable Products during the term of this agreement, subject to the following:

- a. **Online Services.** For Online Services, Microsoft's maximum liability to Institution for any incident giving rise to a claim will not exceed the amount Institution paid for the Online Service during the 12 months before the incident.
- b. **Free Products and Distributable Code.** For Products provided free of charge and code that Institution is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.
- d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

12. *Verifying compliance.*

- a. **Right to verify compliance.** Institution must keep records relating to all use and distribution of Products by Institution and its Affiliates. Microsoft has the right, at its expense, to verify compliance with the Products' license terms. Institution must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products Institution hosts, sublicenses, or distributes to third parties. Institution agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.
- b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use of Products, then within 30 days (1) Institution must order sufficient licenses to cover its use, and

(2) if unlicensed use or distribution is 5% or more, Institution must reimburse Microsoft for the costs Microsoft incurred in verification and acquire the necessary additional licenses at 125% of the price, based on the then-current price list and Institution price level. The unlicensed use percentage is based on the total number of licenses purchased for current use compared to actual install base. If there is no unlicensed use, Microsoft will not subject Institution to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other legal means.

- c. **Verification process.** Microsoft will notify Institution at least 30 days' in advance of its intent to verify Institution's compliance with the license terms for the Products Institution and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Institution's operations.
- d. Additionally, Institution must use reasonable efforts to make Users aware of the terms and conditions upon which they are allowed to use the Products. Accordingly, Institution must:
 - (i) Notify all Users in advance of using the Products that:
 - 1) their use of the Products is subject to the terms of this agreement, including but not limited to limitations on liability, disclaimer of warranties and exclusion of remedies;
 - 2) they are allowed to run the Products only during the Licensed Period;
 - 3) if this agreement is terminated, or an Enrollment expires and Institution does not purchase perpetual Licenses for the Products ordered under the Enrollment, then all Products run under this agreement or the applicable Enrollment must be deleted when the Licensed Period expires or is otherwise earlier terminated, whichever is first;
 - (ii) Periodically publish in an Organization-wide publication and applicable web sites a reference to the location (either physical or on a computer network) where they can view the Product Terms and Use Rights;
 - (iii) Notify Microsoft immediately if Institution becomes aware of any actual or potential violation of this agreement; and
 - (iv) Provide all reasonable assistance and cooperation Microsoft requests to investigate and remedy any unauthorized use of the Products by Users.

If Institution complies with this section, Institution will not be responsible for Student Users' failure to comply with the terms of this agreement.

13. Miscellaneous.

- a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance, subject to the terms of this agreement.
- b. **Microsoft as independent contractor.** The parties are independent contractors. Institution and Microsoft each may develop products independently without using the other's Confidential Information.
- c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Institution about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Institution. Emails will be treated as delivered on the transmission date.
- d. **Agreement not exclusive.** Institution is free to enter into agreements to license, use, or promote non-Microsoft products or services.

- e. **Amendments.** Any amendment to this agreement must be executed by both parties, except that Microsoft may change the Product Terms and Use Rights from time to time, subject to the terms of this agreement. Any additional or conflicting terms and conditions contained in Institution's or a reseller's purchase order are expressly rejected and will not apply. Microsoft may require Institution to sign a new agreement or an amendment to an existing agreement before processing a new order or entering into an Enrollment.
- f. **Assignment.** Either party may assign this agreement to an Affiliate, but it must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.
- g. **Applicable law, venue, and jurisdiction.** This agreement is governed by the laws of the state where Institution is organized or formed. Both parties agree that the federal courts have exclusive jurisdiction over disputes under this agreement and the resolution. Any legal actions relating to this agreement must be brought in a court of competent jurisdiction with federal courts located in the jurisdiction of the state where Institution is organized, and the parties agree that jurisdiction and venue in such courts is appropriate.

The parties consent to personal jurisdiction in the agreed venue. This choice of venue does not prevent either party from seeking injunctive relief in any appropriate jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations.

- h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.
- i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.
- k. **Survival.** All provisions survive termination or expiration of this agreement except those requiring performance only during the term of the agreement.
- l. **Taxes.** If any amounts are to be paid to Microsoft, the amounts owed are exclusive of any taxes unless otherwise specified on the invoice as tax inclusive. Institution shall pay all value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges, or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this agreement and that Microsoft is permitted to collect from Institution under applicable law. Institution shall be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay, including any taxes that arise on the distribution or provision of Products by Institution to the Organization. Microsoft shall be responsible for payment of all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, or taxes on Microsoft's property ownership.

If any taxes are required to be withheld on payments made to Microsoft, Institution may deduct such taxes from the amount owed and pay them to the appropriate taxing authority; provided, however, that, Institution promptly secures and delivers to Microsoft an official receipt for those withholdings and other documents Microsoft reasonably requests to claim a foreign tax credit or refund. Institution must ensure that any taxes withheld are minimized to the extent possible under applicable law.

- m. **Management and reporting.** Institution must provide and manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center web site (or its successor site) at <https://www.microsoft.com/licensing/servicecenter>. On the effective date of this agreement and any Enrollments, the contact(s) Institution has identified for this purpose will be provided access to this site and may authorize additional users and contacts.

- n. **Order of precedence.** In the case of a conflict between any documents in this agreement that is not expressly resolved in the documents, their terms will control in the following order, from highest to lowest priority: (1) this Campus and School Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this agreement, and (6) any other documents in this agreement. Terms in an amendment control over the amended document and any prior amendments, concerning the same subject matter.
- o. **FERPA.** Upon receipt of a judicial order or lawfully issued subpoena requiring the disclosure of personally identifiable information from education records related to Institution in Microsoft's possession, Microsoft or an Affiliate of Microsoft will attempt to redirect the request to Institution. If compelled to disclose personally identifiable information from education records related to Institution to a third party, Microsoft will use commercially reasonable efforts to notify Institution in advance of a disclosure unless legally prohibited. Institution understands that Microsoft may have no or limited contact information for Institution's students and students' parents in its possession. Consequently, Institution will convey notification on behalf of Microsoft to students (or, with respect to a student under 18 years of age and not in attendance at a postsecondary institution, to the student's parent) of such an order or subpoena as may be required under applicable law.

Amendment to Contract Documents

Enrollment Number

000-ryamoe-E-434

These amendments are entered into between the parties identified on the attached program signature form. They amend the Enrollment or Agreement identified above. All terms used but not defined in these amendments will have the same meanings provided in that Enrollment or Agreement.

Campus and School Agreement Custom Terms Amendment

The following provisions are hereby added to the Agreement as follows:

SOFTWARE AGREEMENT ADDENDUM

The following terms and conditions are incorporated into and form a part of the Agreement between The University of North Texas System ("University") and Service Provider. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Service Provider certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Gov't Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. University is exempt from the payment of taxes and will provide documentation confirming its tax exempt status.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. Venue for any suit filed against University shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, University' continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, University shall issue written notice to Service Provider that University may terminate the Agreement without further duty or obligation.

Public Information. University shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Service Provider shall make public information available to University in an electronic format. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and Service Provider agrees that the Agreement can be terminated if Service Provider knowingly or intentionally fails to comply with a requirement of that subchapter. Further, Service Provider agrees (1) to preserve contracting information for the duration of the contract and according to University records retention requirements; (2) to promptly provide contracting information to University when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to University or to preserve all contracting information according to University's records retention requirements. For purposes of clarification, University acknowledges that 1) Section 552.371 applies to requests for public information relating to contract information that is in the custody or possession of a vendor and not maintained by University and 2) that University is required by applicable law to maintain any contracting information (as defined in Chapter 552 of the Government Code) provided to or exchanged with University (including any email correspondence related to the solicitation, negotiation and performance of this Agreement that is sent to University employees). University

agrees that any such contract information that is provided to or exchanged with University prior to completion of this Agreement shall be deemed to satisfy any applicable requirements of Section 552.372(a)(3). University's exclusive remedy for noncompliance with Subchapter J, Chapter 552 of the Government Code provision are as set forth therein.

Required Posting of Contracts on Website. Service Provider acknowledges and agrees that University is required by Section 2261.253 of the Texas Gov't Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, subject to any applicable redactions allowed under Section 2261.253 of the Texas Gov't Code.

Israel Non-Boycott Verification. If the Agreement is subject to Texas Gov't Code Section 2270.002, Service Provider hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. University is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on University property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on University, except to the extent not prohibited by the Constitution and the laws of the State of Texas. If U.S. federal laws and the laws of the State of Texas would result in provisions of the Agreement being deemed unlawful, void, or for any reason unenforceable against University, those provisions will not apply to University and will be deemed severable from the Agreement.

Access to Confidential Information. If the performance of the Agreement contemplates the sharing with, and/or storing of information by Service Provider that is confidential, highly sensitive, and/or protected by law (the "Confidential Information"), Service Provider shall comply with any and all applicable state and federal laws governing the use and/or safe-keeping of the Confidential Information, including but not limited to, the Family Educational Rights and Privacy Act, the Health Insurance Portability and Accountability Act, the Gramm-Leach Bliley Act, the Federal Trade Commission's Red Flags Rule (collectively, "Privacy Laws").

University Rights in University Data. University retains all rights to, title to, and interest in University data, and Service Provider's use and possession thereof is solely for University's behalf. University may access and copy any University data in Service Provider's possession at any time, and Service Provider shall facilitate such access and copying promptly after University's request.

De-identified Data. In demonstrating the services, for benchmarking purposes, or in publications, marketing materials, or presentations, Service Provider may only use, copy, display, demonstrate, publish, market, present, or use de-identified University data. Service Provider will ensure that all de-identified data released, even sequentially, does not inadvertently contain data that can be aggregated in such a manner as to reveal identities. No de-identified data may be shared unless Service Provider ensures compliance with applicable laws.

Limitations of Liability. Service Provider's limitation of liability shall not apply to Service Provider's obligations of intellectual property indemnification.

No Unilateral Change of Terms. No changes in the terms and conditions of this Agreement, terms and conditions of use or in Service Provider's policies, except as provided for in those documents, shall be enforceable against University unless approved by an authorized signatory of University.

Use of University marks. Service Provider will not use the name or logo of University in any advertising or promotional material except with the prior review, approval, and express written permission of the University, which shall not be unreasonably withheld. Notwithstanding the above, Service Provider may add The University's non-stylized name to a simple list of customers if such use is a statement of fact, and not for promotional or publicity purposes. Examples of such use as a statement of fact include responses to RFPs requesting existing customer names, and in customer presentations where existing customer names are listed in the presentation materials. Such use as a statement of fact will only include The University's name and will not include use of The University's logos or marks.

Campus and School Agreement Enrollment for Education Solutions Custom Terms Amendment

The following provision is hereby added to all Enrollments under the Agreement:

Location of University Data Storage. Notwithstanding the “Office 365 Education” Section of the Online Services Terms, the “Location of Customer Data at Rest for Core Online Services” section of the Online Services Terms will continue to apply to University Data.



Enrollment for Education Solutions

Add Education Server Platform to EES 2017 or EES 2018

Amendment ID EES57

The parties agree that the following new section is added to the Enrollment.

Education Server Platform Licensing Option.

If Institution licenses one or more of the CAL Products and the corresponding Server Platform Product(s) listed in the table below, Institution may run unlimited instances of any available edition of the corresponding Server Platform Product. Server Platform Product(s) are Additional Products and do not constitute Education Platform Products.

Institution must license each selected CAL Product and corresponding Server Platform Product for the aggregate of Institution's Organization-wide Count (at least 1,000) as listed in the section entitled "Minimum order requirements for Enrollment for Education Solutions" in the Enrollment. Institution's Organization-wide count determines the price level for Server Platform Products (A, B, C, or D). Except as otherwise provided in this Amendment, the provisions in the Enrollment that apply to Price Levels for Education Platform Products also apply to Server Platform Products.

Institution must submit an order for any increase in CAL and Server Platform Products used but not ordered during the previous Enrollment year. Institution may aggregate CAL Product quantities acquired under a Qualifying Enrollment to meet quantity requirements of this Amendment, provided that such Qualifying Enrollment or its successor is valid and in effect during the term of this Amendment.

Server Platform Products licensed under this Amendment may only be used by Knowledge Workers, Education Qualified Users, and Student Users in Institution's Organization and by licensed external users using the Server Platform Products for the benefit of Institution's Organization.

Institution may buyout CAL Products but not Server Platform Product Licenses acquired under these terms. Institution is prohibited from transferring Licenses acquired under this Amendment.

Institution may run permitted Instances of the server software in a Physical OSE or Virtual OSE on a Server dedicated to Institution or a Virtual OSE on shared servers on Microsoft Azure only. Use of Windows Server on Microsoft Azure is subject to the Online Services Terms. All other use of the server Products that constitute the Server Platform Products is subject to the Use Rights in the Product Terms. License Mobility through Software Assurance does not apply to the use of the Server Platform Products.

Product Selection			
	CAL Product Selected	Server Platform Product Selected	Server Product included for Unlimited Deployment
<input checked="" type="checkbox"/>	SQL Server CALs	SQL Server Platform Academic	Unlimited Instances for all editions of Microsoft SQL Server and Microsoft BizTalk Server.

Product Selection			
	CAL Product Selected	Server Platform Product Selected	Server Product included for Unlimited Deployment
<input checked="" type="checkbox"/>	Core CALs (acquired standalone or included with Microsoft 365 A3/A5)	Core Server Platform Academic	Unlimited Instances for all editions of the server Products and external connectors to which the Core CAL provides access rights (as identified in the Product Terms)
<input type="checkbox"/>	Enterprise CALs (acquired standalone, as a step-up, or included with Microsoft 365 A3/A5)	Enterprise Server Platform Academic	Unlimited Instances for all editions of the server Products and external connectors to which the Enterprise CAL provides access rights (as identified in the Product Terms), plus all editions of System Center.
<input type="checkbox"/>	Core Infrastructure CAL Suite (acquired standalone, as a step-up, or included with Microsoft 365 A3/A5)	Core Infrastructure Server Platform Academic	Unlimited Instances for all editions of Windows Server, Windows Server External Connector, Windows RMS External Connector, and all editions of System Center.



Enrollment for Education Solutions

Discount BD

Amendment ID EES46

The parties agree that the Enrollment or Agreement identified above is amended by adding the following new section:

Discount

Prior to 15 December 2020, Microsoft will apply the discount for each Product to Institution's Reseller's invoice on the condition that the Minimum Quantity or greater is being purchased as indicated in the table below. Resellers pay a net price to purchase Products from Microsoft; that price may be lower than the Estimated Retail Price for the Products. For this Enrollment, Microsoft provided Institution's Reseller an additional discount off the Reseller's net price, and that additional discount is shown in the table below for orders placed before the date specified above. Institution's actual final price and currency will be established by a separate agreement between Institution and its Reseller.

Part Number	Name of Product	Offering (FAC/STU/ACP)	Discount as percentage off list price to Reseller	Minimum Quantity	Estimated Retail Price	Currency
HAF-00008	CoreSvrPltfrm ALNG LicSAPk MVL 2017EES	FAC	55%	6661	25.00	USD
NEF-00003	SQLSvrPltfrm ALNG LicSAPk MVL 2017EES	FAC	55%	6661	25.00	USD

Reseller Acknowledgement

Name of Reseller

Printed Name

Printed Title

Date

Reseller Signature

Except for changes made by these amendments, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in these amendments and any provision in the Enrollment or Agreement identified above, these amendments shall control.

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

Microsoft Internal Use Only:

UNTS CASA Amend (terms).docx	CTM	CTM-CTC-AGR	BD
UNTS CASA-EES (OLS – Data Location).docx	CTM	CTM-CTC-AGR	BD
(EES57)EnrAmend(AddEducationServerPlatformtoEES2017)(WW)(ENG)(Feb2019)(IU).docx		EES57	B
(EES46)EESEnrAmend(DiscountBD)(WW)(ENG)(Mar2018)(IU).docx	CTM	CTM-CPT-CPC-EES46	BD



Enrollment for Education Solutions

Enrollment Number <i>Microsoft to complete</i>	75576152	Qualifying Enrollment Number (if applicable) <i>Partner to complete</i>	
Previous Enrollment Number (if applicable) <i>Partner to complete</i>	67906564		

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

This Microsoft Enrollment for Education Solutions is entered into between the entities identified on the signature form as of the effective date.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Campus and School Agreement identified on the signature form, (3) the Product Terms, (4) the Online Services Terms, (5) any supplemental contact information form, Previous Agreement/Enrollment form and other forms that may be required, (6) the Supplemental Terms and Conditions for Online Services if Institution's Campus and School Agreement is a version 2009 or earlier and Institution is ordering Online Services, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under version 3.4 or later Campus and School Agreement. By entering into this Enrollment, Institution agrees to be bound by the terms and conditions of the Campus and School Agreement.

Effective date. If Institution is renewing Software Assurance or Subscription Licenses from one or more previous enrollments or agreements, then the effective date will be the day after the first prior enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term or expiring renewal term, as applicable. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. This Enrollment will expire either 12 or 36 full calendar months from the Enrollment effective date, depending on Institution's election below, but may be terminated earlier as provided in Institution's Campus and School Agreement. *Please select **only one** initial Enrollment term option:*

<input type="checkbox"/>	12 Full Calendar Months	<input checked="" type="checkbox"/>	36 Full Calendar Months
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Prior Enrollment(s). If renewing Software Assurance or Subscription Licenses from another enrollment or agreement, the previous enrollment or agreement number must be identified in the respective box above. If renewing from multiple enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Campus and School Agreement. The following definitions also apply:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Institution under this Enrollment.

“Customer,” as used in certain supplemental forms (for example, the signature form), has the same meaning as “Institution.”

“Education Platform Product” means any Product chosen by Institution under this Enrollment, and designated as an Education Platform Product in the Product Terms. Education Platform Products may only be licensed on an Organization-wide basis, or for the full Student Count.

“Education Qualified User” means an employee or contractor (except Students) who accesses or uses an Education Platform Product for the benefit of the Institution.

“Expiration Date” means the date upon which the Enrollment expires.

“Institution” means the entity that is (1) a Qualified Educational User (as defined at <http://www.microsoft.com/licensing/contracts>) as of the effective date of this agreement that has entered into this agreement with Microsoft or (2) an Affiliate of Institution that has entered into an Enrollment under this agreement. If Institution is a school district, “Institution” includes all participating schools in the same district.

“Organization-wide Count” means the total number of Education Qualified Users in the Organization as listed in the “Licensing options; rights and restrictions” table included in this Enrollment.

“Previous Enrollment or Agreement” means a School Subscription Enrollment, a Campus Subscription Enrollment, an Enrollment for Education Solutions, or an Open Value Subscription Agreement for Education Solutions.

“Qualified Device” means any device that is used by or for the benefit of the Organization or by or for the benefit of Students enrolled in the Organization and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment) or (2) a device used to access a virtual desktop infrastructure (“VDI”). Qualified Devices do not include any device that is designated as a server and not used as a personal computer, or not Managed (as defined in the Product Terms at the start of the applicable initial or renewal term of the Enrollment). At its discretion, Institution may designate any device excluded above that is used by or for the benefit of the Organization as a Qualified Device for all or a subset of Education Platform Products or Online Services Institution has selected. “Qualifying Enrollment” means an Enrollment for Education Solutions, the minimum requirements of which were met and which was entered into by Institution or Institution’s Affiliate, and that is active and valid upon signing of this Enrollment. Institution must have been included in the Organization under an Enrollment for Education Solutions that is used as the Qualifying Enrollment.

“Reseller” means an entity authorized by Microsoft to resell Licenses under this program and engaged by Institution to provide pre- and post-transaction assistance related to this agreement.

“Student Count” means the total number of Students in the Organization as listed in the “Licensing options; license rights and restrictions” table included in this Enrollment.

“Student Qualified Device” means a Qualified Device owned, leased, or controlled by a Student or owned, leased, or controlled by the Organization and assigned for individual, dedicated use by a Student.

“Subscription License” means, for purposes of this Enrollment, a fixed term license that expires when the Enrollment expires or is terminated unless the buyout option is exercised. Any License ordered under this Enrollment is a Subscription License, even if it is otherwise designated on the purchase order.

2. Order requirements.

- a. Minimum order requirements for Enrollment for Education Solutions.** This Enrollment allows Institution to license Products on a subscription basis across its Organization. Institution defines its Organization and can select from two different licensing options (Education Qualified Users or Students), depending on the Users it wishes to enable to use the Products.

The initial order must include Subscription Licenses for at least:

- (i) One Education Platform Product for an Organization-wide Count of at least 1,000; or
- (ii) One Education Platform Product for a Student Count of at least 1,000; or
- (iii) A mix of Education Platform Products that may be ordered as described in the Product Terms.

These minimum requirements are waived if Institution has a Qualifying Enrollment. Institution must submit an order within 30 days of the effective date of the Enrollment. Microsoft may refuse to accept this Enrollment if it has a business reason for doing so.

- b. Additional Products.** Upon satisfying the minimum order requirements above, Institution may order Additional Products. For Additional Products identified in the Product Terms as licensed Organization-wide or for the full Student Count, Institution must order Licenses equal to the Organization-wide Count or Student Count, as applicable.
- c. Use Rights for Education Platform Products.** For Education Platform Products other than Online Services, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Institution's use of that Product during that term.
- d. Country of usage.** Institution must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Orders must be submitted to an authorized Reseller who will transmit the order to Microsoft. The Reseller and Institution determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Resellers and other third parties do not have authority to bind or impose any obligation or liability on the Microsoft Affiliate that enters into this Enrollment.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Education Platform Products and Additional Products may be added at any time by contacting a Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Online Services not previously ordered, an initial order for the Online Service is required prior to use.
 - (ii) Adding Licenses for previously ordered Products.** For Education Platform Products other than Online Services and for Additional Products licensed Organization-wide or for the full Student Count, Institution is not required to obtain additional Licenses based on increases in the Organization-wide Count or Student Count after the date of the order. Institution must provide Microsoft with an updated Organization-wide Count or Student Count to account for any such increases on each anniversary of the Enrollment effective date during the Licensed Period. Additional Licenses for Online Services must be ordered prior to use.
 - (iii) Invoicing.** Microsoft will invoice Institution's Reseller for such Products ordered on a pro-rated basis based on the greater of (i) the number of full calendar months remaining in the Licensed Period or (ii) six months. Microsoft will invoice the Reseller for Online Services ordered on a pro-rated basis based on the number of full calendar months remaining in the Licensed Period. If Institution subsequently orders Licenses for Additional Products that were not included on Institution's initial order, Microsoft will use the price list in effect on the date of the invoice to charge Institution's Reseller for the additional Licenses. If Institution subsequently orders additional Licenses for Products that were included in Institution's initial order, Microsoft will use the price list in effect when the product was initially ordered to charge Institution's Reseller for the additional Licenses.

g. Annual orders. Institution must submit annual orders as follows:

(i) Annual order requirements. If Institution has a three-year Licensed Period, it must submit an annual order that accounts for any changes since the initial order or last annual order, including its updated Organization-wide Count or Student Count. Each annual order must include Licenses for at least the same types and quantities of Products as Institution ordered during the year following the Enrollment effective date or last anniversary date, except for permitted reductions, step-ups, add-ons and any Additional Products not ordered Organization-wide.

(ii) Subscription License Reductions. Institution may reduce the quantity of Subscription Licenses at the enrollment anniversary date on a prospective basis as follows:

1. For Enterprise Platform Products, Licenses can be reduced, as long as the initial order minimum requirements are maintained.
2. For Additional Products ordered Organization-wide or for the full Student Count, the quantity of Licenses can be reduced provided it remains equal to Institution's Organization-wide Count or Student Count (as applicable).
3. For other Additional Products, Institution may reduce the Licenses. If the License count is reduced to zero, then Institution's use of the applicable Subscription License will be cancelled.

(iii) Annual order period. Microsoft must receive an anniversary order prior to each Enrollment anniversary date. Institution may order more often than at each Enrollment anniversary date except for Subscription License reductions.

h. Buy-out option. Institution may buy out active Subscription Licenses acquired under this Enrollment for Products other than Online Services (if permitted) and acquire perpetual Licenses for the latest version of the Product as of the Expiration Date by placing an order for such Licenses. A buy-out option is available if Institution has licensed the Products under one or more Enrollments (including any extensions) for at least 36 full calendar months immediately preceding the Expiration Date. To exercise its buy-out option, Institution must submit and Microsoft must receive the buy-out order no more than 30 days prior to the Expiration Date. The Expiration Date will be the invoice date for the buy-out order. Institution may order perpetual Licenses for Education Platform Products and Additional Products licensed Organization-wide in a quantity at least equal to the Organization-wide Count, but not more than the number of Qualified Devices in the Organization on the date of the buy-out order. Institution may order perpetual Licenses for Additional Products in a quantity equal to the lowest number of Licenses ordered during any of the three 12-month periods immediately preceding the expiration of the Enrollment. The buy-out option is not available for Products licensed under the Student licensing option. Except as specifically provided otherwise in the Use Rights, perpetual Licenses acquired through the buy-out option are device Licenses.

i. How to confirm orders. Microsoft will publish password-protected information about orders placed by Institution, including an electronic confirmation of each order, at the Volume Licensing Service Center (<https://www.microsoft.com/licensing/servicecenter>) or a successor site. Upon Microsoft's acceptance of this Enrollment, the individual designated by Institution as its Online Administrator will be granted access to this site.

j. Step up licenses. For Licenses eligible for a step-up under this Enrollment, Institution may step-up to a higher edition or suite. The order requirements set forth in the subsection above titled "Adding Licenses for previously ordered Products" apply to all step-ups.

3. Pricing.

a. Subscription price. This section shall not apply to Products licensed to Institution at special promotion prices to distributor or Reseller, as applicable.

- (i) **One-year Licensed Period.** Microsoft will not increase the price it charges to the Reseller for an annual extension of a License by more than ten percent (10%) (as determined with reference to U.S. funds, regardless of the currency in which amounts are invoiced or payment is made) over the immediately preceding one year Licensed Period if Institution submits an extension order prior to the expiration of the Enrollment for the same Products in the same quantities as ordered in the expiring Licensed Period.
- (ii) **Three-year Licensed Period.** If Institution chooses a three-year Licensed Period and complies with the ordering requirements in this Enrollment, provided Institution qualifies for the same price level for the entire Licensed Period, for any Products ordered during the Licensed Period, Microsoft will charge the Reseller the same price for a License on each annual order as when Institution first ordered the Product, except for step-ups.
- b. **Price levels.** Institution's Organization-wide Count or Student Count, as applicable, determines the price level for Education Platform Products (A, B, C, or D). If Institution chooses to extend this Enrollment, the price level will be reset at the start of the extension term based on Institution's Organization-wide Count or Student Count at the time the extension order is placed. There are no price levels for Additional Products. Provided that Institution qualifies for the same price level for the entire term, Institution's price level does not change during the term of the Enrollment. If Institution qualifies for a different price level during the applicable initial or renewal term, Microsoft may at its discretion establish a new price level for future new orders either upon Institution's request or on its own initiative.

Select Price Level that Applies to Education Qualified User Option	Organization Wide Count	Price level (Only Applicable For Education Platform Products)
<input type="checkbox"/>	1,000	A
<input checked="" type="checkbox"/>	3,000	B
<input type="checkbox"/>	10,000	C
<input type="checkbox"/>	25,000	D

Select Price Level that Applies to Student Option	Student Count	Price level (Only Applicable For Education Platform Products)
<input type="checkbox"/>	1,000	A
<input type="checkbox"/>	3,000	B
<input type="checkbox"/>	10,000	C
<input checked="" type="checkbox"/>	25,000	D

- c. **Setting Prices.** The price Institution will pay to license the Products will be determined by agreement between Institution and its Reseller. However, Microsoft will provide the Reseller with pricing at the outset of this Enrollment and will not increase the prices that it charges the Reseller for the Products during the term of the Enrollment.

4. **Qualifying systems Licenses.**

The desktop operating system Licenses granted under this program are upgrade Licenses only. Full desktop operating system Licenses are not available under this program. If Institution selects the Windows Desktop Operating System Upgrade, all Qualified Devices on which Institution runs the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product Terms.

5. ***End of Enrollment term and termination.***

- a. **General.** Microsoft will notify Institution in writing prior to the expiration of the Enrollment. The notice will advise Institution of the option to (1) renew the Enrollment, (2) submit a new Enrollment, (3) exercise the buy-out option, or (4) allow the Enrollment to expire. Microsoft will not unreasonably reject any extension order or new Enrollment. However, Microsoft may make a change to this program that will make it necessary for Institution to enter into a new agreement prior to extending or submitting new Enrollment. Each Licensed Period will start the day following the expiration of the prior Licensed Period.
- b. **Extension orders.** Institution may elect to extend its initial Licensed Period for subsequent terms not to exceed 72 consecutive months from the initial effective date using any combination of (1) extension terms of 12 full calendar months and (2) one extension term of 36 full calendar months. Institution must submit, and Microsoft must receive, an extension order prior to the expiration of the Licensed Period.
- c. **If Institution elects not to renew.**
 - (i) **Subscription Licenses buy-out.** Institution may elect to obtain perpetual Licenses as described in the Section titled "Buy-out option" for Licenses for which a buy-out is available.
 - (ii) **Expiration of Enrollment.** Institution may allow the Enrollment to expire. If the Enrollment expires, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed, and Organization must discontinue use. Microsoft may request written certification to verify compliance. Because all Licenses acquired under this agreement are temporary, Institution will not be eligible to obtain Software Assurance for those Licenses under any other Microsoft Volume licensing program without first acquiring a perpetual License or License and Software Assurance (L&SA).
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement.
- e. **Early termination.** If Institution terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Institution's Reseller a credit for any amount paid in advance for the period after termination.

Enrollment Details

1. Defining Institution's Organization.

Define the Organization by choosing one of the options below. *Please select only one option.*

<input checked="" type="checkbox"/>	Institution and all of its Affiliates , departments and school locations (<i>do not</i> list any entity in the below list)
<input type="checkbox"/>	Institution only (including all of its departments and school locations, but not including any Affiliates) (<i>do not</i> list any entity in the below list)
<input type="checkbox"/>	Institution <i>plus</i> the listed Affiliate(s) and/or department(s), and/or school location(s), or clearly defined User group(s) if Affiliate is a school without departments or school locations (please list the Affiliate(s), department(s), school location(s) or User group(s) of Affiliate(s) below)
<input type="checkbox"/>	Institution's (or any Affiliate's) listed department(s), and/or school location(s), or clearly defined User group(s) if Institution or Affiliate is a school without departments or school locations (please list department(s), school location(s) or User group(s) and any Affiliate(s) below)

If Institution chooses to enroll specific departments, school locations, and/or clearly defined User groups, Institution must provide the department, school location, and/or defined User group names. If the department, school location, or User group is part of an Affiliate, Institution must also provide the name of the Affiliate. A department includes all segments of a department (*e.g.*, a business school should include the business library). A department must be for educational purposes. Open access labs and other resource support centers do not qualify as separate departments.

List of participating Affiliates, departments, school locations, and/or clearly defined User groups

Institution may attach pages to this Enrollment if additional rows are needed.

2. Licensing options; license rights and restrictions.

Choosing a licensing option. Institution may license Education Platform Products and Additional Products licensed Organization-wide or for the full Student Count for (1) Education Qualified Users and/or (2) Students. Institution must indicate the option(s) it chooses by marking the applicable box below and provide its initial Organization-wide Count and/or Student Count, as applicable. Institution must select at least one licensing option.

Licensing Options.

- a. **Education Qualified Users:** If Institution selects this option, Institution's Organization-wide Count must include all Education Qualified Users in its Organization.
- b. **Students:** If Institution selects this option, Institution's Student Count must include all of the Students in its Organization.

Category	Institution's Selection	Organization-wide Count and/or Student Count, as applicable
1. Education Qualified Users	<input checked="" type="checkbox"/>	6661
2. Students	<input checked="" type="checkbox"/>	100000

License rights and restrictions. So long as Institution places orders pursuant to the agreement and this Enrollment for any required Licenses and pays per the agreement with its Reseller, Institution (and/or its Students, as applicable) will have the following rights during the term of this Enrollment:

- a. If the Education Qualified User option is chosen, Institution is not required to count members of the public who access PCs that remain in Institution's open access labs or libraries. Institution may not permit remote access to software installed on PCs in open access labs or libraries. In the case of CALs, Institution may assign (1) a device CAL to each Qualified Device and (2) a user CAL to each Education Qualified User, in both cases to access Institution's associated server software.
- b. If the Student option is chosen, each Student in the Organization may run one instance of the licensed Education Platform Products and one instance of any Additional Product licensed for the Student Count on a Student Qualified Device. In the case of CALs, Institution may assign a user CAL to each Student to access Institution's associated server software. Student's right to use the software shall be governed by and subject to the relevant sections of the most current Product Terms.

3. **Contact information.**

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Institution consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Institution. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes.

Name of entity (must be legal entity name) * University of North Texas System

Contact name: First* Angelique **Last*** Alexander

Contact email address* angelique.alexander@untsystem.edu

Street address* 3940 N. Elm Discovery Park RM E202B

City* Denton

State/Province* TX

Postal code* 76207-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone 940-565-8930

Tax ID

** indicates required field*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices and (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others.

☐ Same as primary contact (default if no information is provided below, even if box is not checked)

Contact name: First* Jason **Last*** Gutierrez

Contact email address* jason.gutierrez@untsystem.edu

Street address* 3940 N. Elm Discovery Park RM E202B

City* Denton

State/Province* TX

Postal code* 76207-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone 9403697688

Language preference. Choose the language for notices. English

☐ This contact is a third party (not Institution). Warning: This contact receives personally identifiable information of the Institution and its Affiliates.

** indicates required field*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Jason **Last*** Gutierrez

Contact email address* jason.gutierrez@untsystem.edu

Phone 9403697688

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required field*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Dell Inc.

Street address (PO boxes will not be accepted) * One Dell Way

City* RoundRock

State/Province* TX

Postal code* 78682-7000

Country* United States

Contact name: First* US MC **Last*** Campus and School

Phone 224 543 5235

Contact email address* US_MC_Campus_&_School@Dell.com

** indicates required field*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* <hr/>
Printed name*
Printed title*
Date*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Institution must choose a replacement Reseller. If Enrolled Institution or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 30 days prior to the date on which the change is to take effect.

- e. If Enrolled Institution requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional Notices Contact
 - (ii) Software Assurance Manager
 - (iii) Subscriptions Manager
 - (iv) Customer Support Manager (CSM) contact

- f. **Microsoft account manager.** Provide the Microsoft account manager contact for Institution.

Microsoft account manager name:

Microsoft account manager email address: @Microsoft.com

Physically Submitted

Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to: ☒ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at <https://licensing.microsoft.com>.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity* University of North Texas System
Contact name*: First Angelique Last Alexander
Contact email address* angelique.alexander@untsystem.edu
Street address* 3940 N. Elm Discovery Park RM E202B
City* Denton **State/Province*** TX **Postal code*** 76207
Country* United States
Phone* 940-565-8930 **Fax**

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

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity* University of North Texas System
Contact name*: First Jason Last Gutierrez
Contact email address* jason.gutierrez@untsystem.edu
Street address* 3940 N. Elm Discovery Park RM E202B
City* Denton **State/Province*** TX **Postal code*** 76207
Country* United States
Phone* 9403697688 **Fax**

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

3. *Subscriptions manager.*

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity* University of North Texas System
Contact name*: **First** Jason **Last** Gutierrez
Contact email address* jason.gutierrez@untsystem.edu
Street address* 3940 N. Elm Discovery Park RM E202B
City* Denton **State/Province*** TX **Postal code*** 76207
Country* United States
Phone* 9403697688 **Fax**

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

4. *Online services manager.*

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* University of North Texas System
Contact name*: **First** Jason **Last** Gutierrez
Contact email address* jason.gutierrez@untsystem.edu
Street address* 3940 N. Elm Discovery Park RM E202B
City* Denton **State/Province*** TX **Postal code*** 76207
Country* United States
Phone* 9403697688 **Fax**

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

5. *Customer Support Manager (CSM).*

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity* University of North Texas System
Contact name*: **First** Jason **Last** Gutierrez
Contact email address* jason.gutierrez@untsystem.edu
Street address* 3940 N. Elm Discovery Park RM E202B
City* Denton **State/Province*** TX **Postal code*** 76207
Country* United States
Phone* 9403697688 **Fax**

6. *Primary contact information.*

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* University of North Texas System
Contact name*: **First** Angelique **Last** Alexander
Contact email address* angelique.alexander@untsystem.edu

Street address* 3940 N. Elm Discovery Park RM E202B
City* Denton **State/Province*** TX **Postal code*** 76207
Country* United States
Phone* 940-565-8930 **Fax**

7. *Notices contact and online administrator information.*

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☐ *Same as primary contact*

Name of entity* University of North Texas System

Contact name*: **First** Jason **Last** Gutierrez

Contact email address* jason.gutierrez@untsystem.edu

Street address* 3940 N. Elm Discovery Park RM E202B

City* Denton **State/Province*** TX **Postal code*** 76207

Country* United States

Phone* 9403697688 **Fax**

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



Quotation

Quote Number: AM202009171X
Quote Expires: October 30, 2020

Andrew Magness
Software Licensing Specialist
Email: andrew.magness@dell.com
Phone #: 214-984-6107

Customer: University of North Texas System
Contact: Angelique Alexander
Customer #: 2917678
Phone:
Fax:
Email: Angelique.Alexander@untsystem.edu
Date of Issue: September 17, 2020

Remit To: Dell Marketing LP
One Dell Way
Round Rock TX 78680

Federal ID: 74-2616805

Product Description	Mfr #	Quantity	Unit Price	Ext. Price
M365 EDU A5 ShrdSvr ALNG SubsVL MVL PerUsr	AAA-72992	6661	\$ 109.68	\$ 730,578.48
VisioPro ALNG LicSAPk MVL	D87-01057	6661	\$ 4.68	\$ 31,173.48
PrjctPro ALNG LicSAPk MVL w1PrjctSvrCAL	H30-00237	6661	\$ 5.28	\$ 35,170.08
M365 EDU A5 ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft	AAA-72999	100000	\$ -	\$ -
O365EDUA1 ShrdSvr ALNG SubsVL MVL PerUsr	M6K-00001	45638	\$ -	\$ -
ExchgOnInPlan1Edu ShrdSvr ALNG SubsVL MVL PerUsr Alumni	5RS-00002	100000	\$ -	\$ -
CoreSvrPltfrm ALNG LicSAPk MVL 2017EES	HAF-00008	6661	\$ 9.18	\$ 61,147.98
SQLCAL ALNG LicSAPk MVL DvcCAL	359-00765	6661	\$ 5.76	\$ 38,367.36
SQLSvrPltfrm ALNG LicSAPk MVL 2017EES	NEF-00003	6661	\$ 30.35	\$ 202,148.03
AzureMonetaryCommit ShrdSvr ALNG SubsVL MVL Commit	6QK-00001	1	\$ 1,200.00	\$ 1,200.00
PrjctSvr ALNG LicSAPk MVL	H22-00479	1	\$ 37.68	\$ 37.68
VSEntSubMSDN ALNG LicSAPk MVL	MX3-00115	4	\$ 312.36	\$ 1,249.44
SysCtrDatactrCore ALNG LicSAPk MVL 2Lic CoreLic	9EP-00037	46	\$ 24.36	\$ 1,120.56
SysCtrStdCore ALNG LicSAPk MVL 2Lic CoreLic	9EN-00494	8	\$ 8.88	\$ 71.04
WinRmtDsktpSrvcsCAL ALNG LicSAPk MVL DvcCAL	6VC-01251	1000	\$ 8.16	\$ 8,160.00
ProjOnInEssntlsEDU ShrdSvr ALNG SubsVL MVL PerUsr	7HS-00001	100	\$ -	\$ -
M365AppsForEntForDevicesEDU ShrdSvr ALNG SubsVL MVL AddOn	RQL-00001	15000	\$ -	\$ -

Notes:	Product Subtotal	\$ 1,110,424.13
Contract# DIR-TSO-3763		\$ -
Subscription term: 11/1/2020-10/31/2021	Grand Total	\$ 1,110,424.13

Quote Prepared By: Andrew Magness

- 1) Customer's purchase is subject to Dell's Terms and Conditions of Sale found at www.dell.com, unless Customer has a separate purchase agreement with Dell.
- 2) Sales/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order. If exempt, Customer must have an Exemption Certificate on file.
- 3) If you have a question re: your tax status, please contact your Dell Software sales representative listed above. Shipments to California: for certain products, a State Environmental Fee of up to \$10 per item may be applied to your invoice. Prices do not reflect this fee unless noted. For more information, refer to www.dell.com/environmentalfee.
- 4) All product descriptions and prices are based on latest information available and are subject to change without notice or obligation.
- 5) All prices are based on Net 30 Terms. If not shown, shipping, handling, taxes, and other fees will be added at the time of order, where applicable.
- 6) Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.

Dell Marketing LP

Vendor ID

1742616805400

URL**Vendor Website****HUB Type**

Non HUB

DIR Contract Number

DIR-TSO-3763

Contract Term End Date

1/10/2022

Contract Exp Date

1/10/2024

Contact Dell Marketing LP

Contact**Dennis Brabandt****Phone**

(512) 723-2585

Fax

(512) 283-9092

Contact DIR

Contact**Tiffanay Waller****Phone**

(512) 475-4962

Fax

(512) 475-4759

Contract Overview

This contract offers Dell branded computers, laptops, tablets, servers, printers, peripherals and other technology products and services through this contract. Dell offers their entire product catalog through this contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. This contract has a number of resellers, many of which are HUB vendors.

Contract Documents

- [DIR-TSO-3763 Contract PDF \(411.72KB\)](#)
- [DIR-TSO-3763 Appendix A Standard Terms and Conditions PDF \(1.01MB\)](#)
- [DIR-TSO-3763 Appendix B HUB Subcontracting Plan \(Approved 7-31-20\) PDF \(924.28KB\)](#)
- [DIR-TSO-3763 Appendix C Pricing Index \(per Amendment 1\) PDF \(113.17KB\)](#)
- [DIR-TSO-3763 Appendix D Services Agreement PDF \(349.86KB\)](#)
- [DIR-TSO-3763 Appendix E Master Operating Lease Agreement PDF \(678.4KB\)](#)
- [DIR-TSO-3763 Appendix F Master Lease Agreement PDF \(248.79KB\)](#)
- [DIR-TSO-3763 Appendix G E-Rate Agreement PDF \(265.24KB\)](#)
- [DIR-TSO-3763 Amendment 1 PDF \(115.51KB\)](#)
- [DIR-TSO-3763 Amendment 2 PDF \(127.33KB\)](#)
- [DIR-TSO-3763 RFO DIR-TSO-TMP-251 PDF \(6.58MB\)](#)
- [DIR-TSO-3763 Certification for Cybersecurity Training and Human Trafficking PDF \(212.33KB\)](#)
- [DIR-TSO-3763 EDGAR Certification PDF \(276.33KB\)](#)