



Dell Customer Confidential

Quotation

Quote Number: **SXB11021812**
Quote Expires: **Feb 28, 2011**

Susan Bocanegra
Account Executive
One Dell Way
Roundrock, TX 78682
P: (512) 723-1042
F: (512) 283-3826
Susan_Bocanegra@dell.com

Customer: **UNION COUNTY SCHOOLS**
Contact: **David D. Kaffitz**
Customer #: **224711**
Phone: **704-296-3143 398. 20**
Fax: **david.kaffitz@ucps.k12.nc.us**
E-mail: **Feb 18, 2011**
Date of Issue:

PLEASE SEE IMPORTANT TERMS AND CONDITIONS AT THE BOTTOM OF THIS QUOTATION

Product Description	Part #	Quantity	Unit Price	Ext. Price
ACAD MVL ALL LANG DT EDUCATION LIC/SA PK ECAL FACULTY		3961	\$53.84	\$213,260.24

Notes:
New EES FAC Dsktp Ecal

Product Sub Total	\$213,260.24
Tax	\$16,527.69
Grand Total	\$229,787.96

Quote Prepared By: Susan Bocanegra

- 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 ASAP. Software includes sales representative's license 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.



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Quotation

Quote Number: **SXB11021707**
Quote Expires: **Feb 28, 2011**

Susan Bocanegra
Account Executive
One Dell Way
Roundrock, TX 78682
P: (512) 723-1042
F: (512) 283-3826
Susan_Bocanegra@dell.com

Customer: **UNION COUNTY SCHOOLS**
Contact: **David D. Kafitz**
Customer #: **224711**
Phone: **704-296-3143 398. 20**
Fax:
E-mail: **david.kafitz@ucps.k12.nc.us**
Date of Issue: **Feb 17, 2011**

PLEASE SEE IMPORTANT TERMS AND CONDITIONS AT THE BOTTOM OF THIS QUOTATION

Product Description	Part #	Quantity	Unit Price	Ext. Price
ALL LANG DT EDUCATION LIC/SA PK STUDENT	2UJ-00001	3400	\$9.14	\$31,076.00

Notes:

New EES Student Dsktp core cal

Product Sub Total	\$31,076.00
Tax	\$2408.39
Grand Total	\$33484.39

Quote Prepared By: Susan Bocanegra

- 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 JASAP. Software includes cable 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 include this fee unless noted. For more information, visit www.dell.com/environmantalinfo.
- 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 chosen, 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 guideline.

Rev 12/20/2007



CERTIFICATE OF LIABILITY INSURANCE

2/3/2012

DATE (MM/DD/YYYY)

2/3/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES, LLC-N DALLAS
717 N. HARWOOD, LB#27
DALLAS TX 75201
214-969-6700

CONTACT

NAME:

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : New Hampshire Insurance Company

23841

INSURER B : National Union Fire Ins Co Pittsburgh PA

19445

INSURER C : Insurance Company of the State of PA

19429

INSURER D : Commerce and Industry Insurance Company

19410

INSURER E :

INSURER F :

INSURED
1070159 Dell Inc. and its Subsidiaries
Dell Marketing L.P.
Perot Systems Corporation
One Dell Way - RRI-50
Round Rock TX 78682

COVERAGES DELIN02P B1 CERTIFICATE NUMBER: 10877655 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	GENERAL LIABILITY	X	N	GL4406243	2/3/2011	3/1/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 5,000,000
							PRODUCTS - COMP/OP AGG \$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY	X	N	CA4309394	2/3/2011	3/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$ XXXXXXXX
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$ XXXXXXXX
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
	EXCESS LIAB						AGGREGATE \$ XXXXXXXX
	<input type="checkbox"/> OCCUR						
	<input type="checkbox"/> CLAIMS-MADE						
	DED						
	RETENTION \$						
A A A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N	WC061967310 AOS / 7314 TX	2/3/2011	2/3/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	WC061967311 FL/ 7309 CA	2/3/2011	2/3/2012	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			WC061967313 (see below)	2/3/2011	2/3/2012	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
				WC061967312 MA	2/3/2011	2/3/2012	E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

*Workers' Compensation Policy # WC061967313 includes ND, OH, WA, WI, WY. UCPS at all school addresses is included as an Additional Insured as their interest may appear as required by contract.

CERTIFICATE HOLDER

10877655

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Union County Public Schools
Attn: Brandt Fitzgerald
Director of Purchasing & Contracts
400 North Church Street
Monroe SC 28112

Frank Scuderi

Enrollment for Education Solutions

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

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

Please note that by entering into this Enrollment for Education Solutions ("Enrollment") Institution, regardless of whether it is a primary/secondary school or a higher/further education entity, becomes part of the Campus Program. Institution's reseller will use the Campus Program tools and pricing infrastructure to register Institution for this Enrollment. All communications from Microsoft will indicate that Institution is part of the Campus Program.

This Enrollment is entered into between the entities as of the effective date identified in the signature form ("Enrollment Effective Date"). Institution represents and warrants that it is the same Institution that entered into the Campus and School Agreement identified on the signature form ("Agreement") or an Affiliate of Institution. The Agreement must be version 3.4 or higher in order for the Enrollment to be valid.

This Enrollment consists of (1) this document, (2) the terms of the Agreement, (3) the Supplemental Terms and Conditions for Online Services and the Supplement for Microsoft Live@edu located at <http://www.microsoft.com/licensing/contracts>, and (4) any supplemental contact information form.

The terms and conditions in this Enrollment supersede any conflicting terms and conditions in the Agreement.

Enrollment Term. This Enrollment will expire either 12 or 36 full calendar months from the Enrollment Effective Date, depending on Institution's election below and may be terminated earlier as provided in the 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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1. **Contact information.**

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. *The asterisk ("*") indicates required fields.* Microsoft may disclose contact information as necessary to administer this Enrollment.

- a. Primary contact information.** Institution must identify an individual from inside its organization to serve as the primary contact. This contact is also the default online administrator for this Enrollment and will receive all notices unless Institution provides Microsoft written notice of a change. The online administrator may appoint other administrators and grant others access to online information.

Name of entity (must be legal entity name)* Union County Public Schools

Contact name*: First David **Last** Kafitz

Contact email address* david.kafitz@ucps.k12.nc.us

Street address* 721 Brewer Drive

City* Monroe **State/Province*** NC **Postal code*** 28112

Country* USA

Phone* 704-296-3143 ext. 2050 **Fax** 704-296-3147
Tax ID 566001123

- b. Notices and online access contact information.** Complete this only if Institution wants to designate a notices and online contact different from the primary contact. This contact will become the default online administrator for this Enrollment and receive all notices. This contact may appoint other administrators and grant others access to online information.

☒ Same as primary contact

Name of entity*

Contact name*: First Last

Contact email address*

Street address*

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

Country*

Phone* **Fax**

☐ This contact is a third party (not Institution)

Warning: This contact receives personally identifiable information of Institution.

- c. Online Services administrator.** This person will receive communications concerning registration for Online Services ordered under this Enrollment. This contact may appoint other administrators and grant others access to online information.

☒ Same as primary contact

Name of entity*

Contact name*: First Last

Contact email address*

Street address*

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

Country*

Phone* **Fax**

- d. Language preference.** Select the language for notices. English

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

Microsoft account manager name:

Microsoft account manager email address:

- f. Reseller information.**

Reseller company name* Dell Inc.

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

City* Round Rock **State / Province*** Tx **Postal code*** 78382

Contact name* Tim May

Phone* 800 248 2727 **Fax**

Contact email address* Timothy_May@Dell.com

The undersigned confirms that the information is correct

Name of Reseller* Dell Inc.

Signature* _____

Printed name*

Printed title*

Date*

Changing a reseller. If Microsoft or the reseller chooses to discontinue doing business with one another, Institution must choose a replacement. If Institution intends to change the reseller, it must notify Microsoft and the former reseller in writing on a form provided at least 30 days prior to the date on which the change is to take effect. The change will take effect 30 days from the date of Institution's signature.

g. Distributor information (if applicable).

Distributor company name* Ingram Micro
Street address (PO boxes will not be accepted)* 1759 Wehrle Drive
City* **State / Province*** Williamsville 14221 **Postal code*** 14221
Country* USA
Contact name* Molly Wilkson
Phone* * 800-456-8000 **Fax** 716-616-2121
Contact email address* campus.school@ingrammicro.com

2. Definitions.

Capitalized terms used but not defined in this Enrollment shall have the meaning given to them in the Agreement.

"Additional Product" means any Product other than a Desktop Platform Product that Institution chooses to license under this Enrollment;

"Desktop Platform Product" means any Product identified on the Product List as such and that Institution chooses to license under this Enrollment (Desktop Platform Products may only be licensed on an Organization-wide basis under this program);

"Faculty" means any employees, contractors and volunteers who teach or perform research for Institution and use an Institution Qualified Desktop;

"Graduate" means a Student who has completed (1) a grade or a level in a school or an educational institution in Institution's Organization that qualifies the Student for enrollment into college or university or (2) a diploma or degree from a college or university in Institution's Organization;

"Organization" means the organization as defined by Institution in Section 8 of this Enrollment ("Defining Institution's Organization");

"Organization-wide Count" means the total quantity of Faculty and Staff in Institution's Organization as listed in the table in Section 6 ("Choosing licensing options; license grant.");

"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, each active and valid upon signing of this Enrollment;

"Qualified Desktop" means any personal desktop computer, portable computer, workstation, or similar device that is owned, leased, or controlled by Institution (other than a Student Qualified Desktop) that is used for the benefit of Institution's Organization (or by or for the benefit of Students enrolled in Institution's Organization, if applicable) and that meets the minimum requirements for running any of the Desktop Platform Products. Qualified Desktops do not include: (1) any computers that are designated as servers and not used as a personal computer and (2) any devices running an embedded operating system (e.g. Windows Vista for embedded, Windows XP embedded) that do not access a virtual desktop infrastructure;

"Qualified User" means a User who (1) is a user of a Qualified Desktop or (2) accesses any server software or online services licensed within Institution's Organization. It does not include a person who accesses server software or online services solely under a license identified in the Qualified User Exemptions in the Product List;

"Qualifying Enrollment" means either (1) a Campus Subscription Enrollment under which Institution did not order any Desktop Platform Product, (2) a School Subscription Enrollment under which Institution ordered at least one Desktop Platform Product, or (3) an Enrollment for Education Solutions the minimum requirements of which were met (i.e. a Qualifying Enrollment was not used) and which was entered into by Institution or Institution's Affiliate, each 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;

"Staff" means any non-Faculty employees, contractors and volunteers who perform work for Institution and use an Institution Qualified Desktop;

"Student" means any student enrolled in any educational institution that is part of Institution's Organization, whether on a full-time or part-time basis;

"Student Count" means the total quantity of Students in Institution's Organization as listed in the table in Section 5 ("Choosing licensing options; license grant."); and

"Student Qualified Desktop" means a Qualified Desktop owned or leased by a Student, or that is owned or leased by Institution's Organization and assigned for individual, dedicated use by a Student.

For the avoidance of doubt, the term "Customer" as used in certain supplemental forms (for example the program signature form) has the same meaning as "Institution."

3. *Overview of the Enrollment for Education Solutions.*

This Enrollment allows Institution to license Products on a subscription basis across its Organization. Institution determines how it defines its Organization. Institution can select from two different licensing options, Faculty and Staff or Students, depending on the Users it wishes to cover.

The minimum requirements for this Enrollment are as follows. Institution must order at least one Desktop Platform Product. Desktop Platform Products must be ordered for Institution's Organization-wide Count and/or Student Count, as applicable. Additional Products may be ordered in any quantity, and certain Additional Products identified in the Product List may alternatively be ordered for Institution's Organization-wide Count or Student Count, as applicable. Each initial, anniversary and extension order must be for at least 300 units. The number of units is calculated by multiplying for each ordered Product the unit value assigned to it in the Product List times (1) the Organization-wide Count and/or Student Count, as applicable (for each Desktop Platform Product and Additional Product licensed Organization-wide), and (2) the number of Licenses to be ordered (for other Additional Products).

The minimum requirements listed in the previous paragraph do not apply if Institution has a Qualifying Enrollment. In such case, Institution may enter into this Enrollment provided that the initial order is for the same Product selection and total quantity as ordered during the one-year period of the term of the Qualifying Enrollment in which the Product was first ordered.

Microsoft may refuse to accept this Enrollment if it has a business reason for doing so. At the end of the applicable term Institution has the option to extend the Enrollment, enter into a new Enrollment, let the Enrollment expire or, if applicable, buy out perpetual Licenses.

4. *Prices.*

Price level. Institution's Organization-wide Count determines the price level for which Institution qualifies. The price level does not change during the Enrollment term. 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 at the time that the extension order is placed. There are no price levels for Additional Products. Price levels only apply if the Faculty and Staff licensing option is selected in Section 6 below.

Select Price Level that Applies	Qualification	Price level
<input type="checkbox"/>	Organization-wide Count of less than 3000	A
<input checked="" type="checkbox"/>	Organization-wide Count of 3000 or more	B

Prices. Institution's actual prices will be determined by agreement between Institution and its distributor or reseller, as applicable. However, Microsoft will provide the distributor or reseller with pricing at the outset of this Enrollment and agrees that it will not increase the prices that it charges the distributor or reseller for the Products during the term of the Enrollment.

5. *How to order Products.*

The following provisions replace Section 6 of the Agreement (or Section 3 if the Agreement is version 3.4) in its entirety:

- a. **Price and payment terms.** Price and payment terms for all Licenses ordered will be determined by agreement between Institution and its reseller.
- b. **Placing the initial order.** Orders must be submitted within 30 days of the Enrollment Effective Date. Orders for Desktop Platform Products must be for Institution's then-current Organization-wide Count and/or Student Count, as applicable. Orders for certain Additional Products identified in the Product List may be, at Institution's election, for either Institution's then-current Organization-wide Count and/or Student Count, as applicable, or for any quantity. Orders for other Additional Products may be for any quantity.
- c. **Adding new Products not previously ordered.** Orders can be submitted for Products that were not part of the initial order. The order must be placed in the month in which copies of the Product(s) are first run. Orders for Desktop Platform Products must be for Institution's then-current Organization-wide Count and/or Student Count, as applicable. Orders for certain Additional Products identified in the Product List may be, at Institution's election, for either Institution's then-current Organization-wide Count or Student Count, as applicable, or for any quantity. Orders for other Additional Products may be for any quantity. The Licensed Period for additional orders will be the same as the Enrollment Licensed Period.

Microsoft will invoice the distributor or reseller, as applicable, for the Products ordered on a pro-rated basis corresponding to the number of full calendar months remaining in the Licensed Period to a minimum of 6 months. Microsoft will use the price list in effect on the date of the invoice to charge Institution's distributor or reseller for the additional Licenses.

- d. **Adding more copies of Products previously ordered**
 - (i) For Desktop Platform Products, and Additional Products licensed Organization-wide, Institution does not need to submit orders to increase the number of copies run. However, increases in Organization-wide Count and/or Student Count, as applicable, must be reported at each anniversary of the Enrollment Effective Date.
 - (ii) Except as provided in subsection d(i) above, Additional Products are licensed based on the number of Licenses acquired. At any time during the Licensed Period (including any extension), Institution may run additional copies of any previously ordered Additional Products, provided it submits orders for such copies. The order must be placed in the month in which those copies are first run.
- e. **Extension orders and subsequent annual orders.** Institution must submit orders based on the following:
 - (i) **One-year Licensed Period.** An extension order must be submitted to extend the Enrollment for another Licensed Period. The extension order must be received by Microsoft prior to the expiration of the Licensed Period. The Product selection and quantity ordered can be changed at each extension order.

- (ii) **Three-year Licensed Period.** An anniversary order must be received by Microsoft prior to each anniversary of the Enrollment Effective Date of the three-year Licensed Period, and a subsequent extension order must be received by Microsoft prior to the expiration of the initial three-year Licensed Period. Each anniversary order must be for at least the same Product selection and total quantity as ordered during the one-year period in which the Product was first ordered, except for step-ups.
- f. **How to confirm orders.** Microsoft will publish information about orders placed by Institution, including an electronic confirmation of each order on a password-protected site on the World Wide Web at <https://licensing.microsoft.com> or a successor site. Upon Microsoft's acceptance of this Enrollment, the contact identified for this purpose will be provided access to this site.
- g. **Step up to a higher Product edition.** If a previously ordered Product has multiple editions, Institution may migrate to the higher edition by stepping up (e.g. from Core CAL to Enterprise CAL or from SQL Server Standard Edition to SQL Server Enterprise Edition.) The order requirements set forth in subsection 5c above apply.

6. **Licensing options; license grant.**

Choosing a licensing option. Institution may license Desktop Platform Products, and Additional Products licensed Organization-wide, based on the following options. 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. If Institution selects both options, a Student must be counted only once under the appropriate option.

Licensing Options.

Faculty and Staff: If Institution selects this option, Institution's Organization-wide Count must include all Faculty and Staff in its Organization. For purposes of this licensing option Institution must count a full-time member of its Faculty and Staff as 1, a part-time member of its Faculty as 1/3, and a part-time member of its Staff as 1/2.

Students: If Institution selects this option, Institution's Student Count must include the Students in its Organization. For purposes of this licensing option Institution must count a full-time Student as 1 and a part-time Student as 1/3.

Category Licensed	Institution's Selection	Organization-wide Count or Student Count, as applicable
Faculty and Staff	<input checked="" type="checkbox"/>	3961
Students	<input type="checkbox"/>	

License grant. So long as Institution places orders pursuant to the agreement and this Enrollment 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:

If the Faculty and Staff option is chosen, each Qualified User in Institution's Organization (including Students and public users of Qualified Desktops in an open lab) may run the Desktop Platform Products, and the Additional Products licensed on an Organization-wide basis, on any Institution Qualified Desktops. In the case of CALs, Institution may assign (1) a device CAL to each Institution Qualified Desktop and (2) a user CAL to each Faculty and Staff member, in both cases to access Institution's associated server software.

If the Student option is chosen, each Student in the Organization may run the Desktop Platform Products, and the Additional Products licensed Organization-wide, on a Student Qualified Desktop. In the case of CALs, Institution may assign a user CAL to each Student to access Institution's associated server software.

Institution may run as many copies of other Additional Product(s) it wishes so long as it places an order pursuant to the agreement and this Enrollment for required Licenses and pays per the agreement with its

reseller. Order quantities must be equal to the number of copies Institution runs.

7. **Special Licensing Terms.**

Cross-language rights. Institution has the right to run Products in any language.

Use by Affiliates. Institution may only sublicense the right to run Products to Affiliates that are included in its Organization.

Special right to transfer perpetual use rights to Graduates. For any Students licensed to run any Products on a Student Qualified Desktop, Institution may at any time during the Enrollment term transfer to any Graduate the perpetual right to run each such Product. Institution must provide each such Graduate with a license agreement in the form provided by Microsoft. In addition, Institution must secure from the Graduate his or her acceptance of the terms of the license agreement. Upon acceptance of the license agreement, the Graduate's right to run the Products identified in the license confirmation becomes perpetual. These rights do not apply to access licenses, including CALs, or to online services.

Additional method of software distribution. Institution may distribute copies of and updates to Products to Faculty and Staff (work at home rights only) and Students, when Institution is licensed to do so. Institution may also distribute through a Microsoft-approved entity selected by Institution to electronically distribute copies via download from secure network server(s) or other storage device(s), provided Institution or the Microsoft approved entity controls the download to ensure that the number of permitted copies is not exceeded and those making the download are licensed to do so. For more information on this download option, Institution is advised to contact its reseller who may manage this on Institution's behalf.

Distribution of replacement software. If Microsoft makes replacement software available to Institution, Institution agrees to make the replacement software available to Faculty and Staff and/or Students to which it distributed the underlying software within 30 days of receipt, in the same quantity and by the same method(s) of distribution, if available, as the original software.

8. **Defining Institution's Organization.**

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

<input checked="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), school location(s), and/or clearly defined User group(s) if Affiliate is a school without departments or school locations, of Affiliate(s) (please list the Affiliate(s), department(s), school location(s) and/or User group(s) of Affiliate(s) below)
<input type="checkbox"/>	The listed department(s), school location(s), and/or clearly defined User group(s) if Institution or Affiliate is a school without departments or school locations, of Institution and any of its Affiliates, and any Affiliate(s) (please list department(s), school location(s) and/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.

[illegible]

Institution may add a page(s) to this Enrollment if additional rows are needed.

9. 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 a desktop platform suite or the Windows Desktop Operating System Upgrade, all Qualified Desktops on which Institution runs the desktop platform suite or the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at <http://www.microsoft.com/licensing/contracts>. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of the order. That list is more extensive at the time of the initial order than it is for some system refreshes during the term of this Enrollment. Exclusions are subject to change when new versions of Windows are released.

For example: The following are not considered qualifying operating systems: (1) embedded operating systems; (2) Linux; and (3) OS/2. These are examples of exclusions only. Please see Product List for all current qualifying operating systems.

10. Agreement Replacement Sections.

Section 8 of the Agreement (or Section 10 if the Agreement is version 3.4) is hereby replaced in its entirety with the following:

During the Licensed Period, Faculty and Staff members who are the primary users of an Institution Qualified Desktop running a Product licensed by Institution under this Enrollment may run one copy of that Product on a home PC that they own or lease (or, for work at home rights for a Client Access License, to access the server Product(s) from a home PC that they own or lease), for work-related purposes only; provided that in the case of work at home rights for Desktop Platform Products and Additional Products licensed Organization-wide the total number of Faculty and Staff members exercising work at home rights may not exceed Institution's Organization-wide Count and for other Additional Products the total number of Faculty and Staff members may not exceed the number of Licenses acquired for such Additional Products. If Institution upgrades the Product on the Qualified Desktop used by the Faculty and Staff member, the latter may upgrade the corresponding copy on the home PC. If the Faculty and Staff member leaves Institution, the work at home rights for such member end and the copy of the Product must be removed from the home PC. Though Microsoft may offer both work at home rights and home use program rights under Software Assurance for a Product, Institution must choose either work at home rights or home use program rights for its Users for such Product.

The introduction paragraph and subsections (a-c) in Sections 13 of the Agreement (or the introduction paragraph and the first three bullets in Section 6 if the Agreement is version 3.4) are hereby replaced in their entirety with the following:

Microsoft will provide prior written notice of expiration of the Enrollment. The notice will advise Institution of the option to: (1) extend 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 first enter into new agreement. Each Licensed Period will start the day following the expiration of the prior Licensed Period:

- a. **One-year Licensed Period.** Institution may elect to extend an initial one-year Licensed Period for either (1) up to five consecutive terms of 12 full calendar months by submitting an extension order for each such extension term or (2) one term of 36 full calendar months.
- b. **Three-year Licensed Period.** Institution may elect to extend an initial three-year Licensed Period for either (1) up to three terms of 12 full calendar months or (2) one term of 36 full calendar months.
- c. **Buy-out option.** Institution may elect to obtain perpetual Licenses for Products licensed under this Enrollment provided it has licensed such Products under one or more Enrollments (including any extensions) under the Agreement (or a predecessor agreement) for at least 36 full calendar months immediately preceding expiration of this Enrollment. Institution must submit a buy-out order at least 30 days prior to expiration of this Enrollment. The buy-out option is not available for Products licensed under the Student option.

The buy-out order quantity for Licenses for Desktop Platform Products, and Additional Products licensed Organization-wide, shall be at least equal to the Organization-wide Count but shall not exceed the total quantity of Qualified Desktops in Institution's Organization on the date of the buy-out order. The buy-out order quantity for other Additional Products shall be the lowest total quantity of copies ordered during any of the three 12 month periods immediately preceding expiration of this Enrollment.

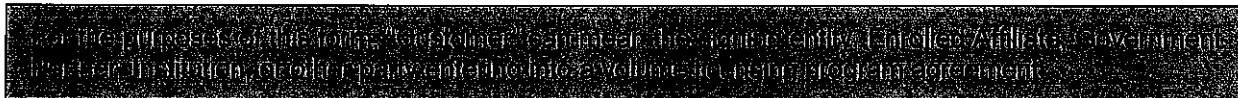
Except as specifically provided otherwise in the Product use rights, perpetual Licenses acquired through this buy-out option are device Licenses. The license grant in Section 6 above does not apply to such perpetual Licenses. For example, a License is required for each Qualified Desktop on which Institution desires to run Office.

Program Signature Form

MBA/MBSA number

Agreement number

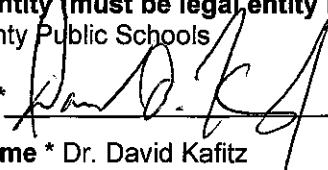
Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.



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	x20-00397
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enrollment for Education Solutions	x20-02446
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
Amendment	Licensed period 6-23, EES03 000-jegraham-E762
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

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

Customer	Microsoft Affiliate
Name of Entity (must be legal entity name) * Union County Public Schools	Microsoft Licensing, GP
Signature * 	Signature
Printed Name * Dr. David Kafitz	Printed Name
Printed Title * Executive Director of Tech. Ser.	Printed Title
Signature Date * 2/18/2011	Signature Date (date Microsoft Affiliate countersigns)

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE SCHOOL BUDGET AND FISCAL CONTROL ACT.

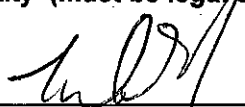

FINANCE OFFICER

DATE 2/24/11

Tax ID 566001123	Effective Date (may be different than Microsoft's signature date)
-------------------------	-----------------------------------------------------------------------------

* indicates required field

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

Customer	Outsourcer
Name of Entity (must be legal entity name) *	Name of Entity (must be legal entity name) *
Signature * 	Signature * _____
Printed Name * L. Pearson Jr.	Printed Name *
Printed Title * CHAIR, UCBOE	Printed Title *
Signature Date * 3/1/11	Signature Date *

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

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

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

Prepared By: Name of Preparer Email of Preparer

MICROSOFT® VOLUME LICENSING

Enrollment for Education Solutions Licensing Guide



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Introduction

This guide will help you understand the Microsoft® Volume Licensing Enrollment for Education Solutions (EES) for qualifying education customers. It is provided for informational purposes only. Your software use is governed by the terms of your Microsoft Campus and School Agreement and the EES. The Microsoft Licensing Product Use Rights (PUR) document, which is updated regularly, has additional details regarding use rights for specific Microsoft licensed products acquired through Volume Licensing programs. For a copy of the current PUR, please go to www.microsoftvolumelicensing.com/userights/.

*Please note: You will be a "Campus Program" customer after signing EES. You will accept the Campus and School Agreement terms and **you will be referred to and identified as a "Campus Program" customer in communications to you from Microsoft and in Microsoft tools to which you have access.***

Academic Volume Licensing Overview

For education customers who license software in quantity and manage software across multiple devices, Microsoft Volume Licensing programs may provide the most cost-effective way to acquire licenses.

Microsoft offers both "subscription" and "perpetual" volume licensing programs for education customers.

SUBSCRIPTION LICENSING

With subscription licensing programs, you have the right to run a selection of products, and any upgrades or downgrades of those products, for a designated term. A subset of products including specific application, system, and Client Access License (CAL) products, designated by Microsoft as "desktop platform products," are licensed on an organization-wide basis. For these, "desktop platform products" you will place an order for a quantity that is equal to the number of Full-time Equivalent (FTE) personnel in your organization as defined by you. This way even if the number of devices or users grows, you remain fully licensed throughout the designated term, and you only need to report an increase in the number of your Full-time Equivalent (FTE) employees on your annual order.

Microsoft has two subscription licensing offerings for education customers, the Enrollment for Education Solutions (EES) and the School Enrollment. Both are enrollments under the Campus and School Agreement.

- The Enrollment for Education Solutions (EES) is available to both primary/secondary and higher education institutions. The EES offers the simplicity of counting people instead of PCs/devices and the flexibility to add additional products as needed.
- The School Enrollment is for primary/secondary schools and preschools and offers the simplicity of licensing all products organization-wide where you can order any product for a quantity that matches the annual count of your organization's PCs/devices.

The Enrollment for Education Solutions is explained in detail in this guide.

Enrollment for Education Solutions Introduction

Microsoft's Enrollment for Education Solutions (EES) is an easy, cost-effective offer that provides qualified academic customers a simplified way to acquire Microsoft software and services under a single, subscription enrollment. EES offers benefits such as assured coverage for desktop platform products with one annual count of employees, the ability to easily add additional products in any quantity, self-service tools for simplified asset management, and immediate access to benefits such as product upgrades through Microsoft Software Assurance so you can boost the productivity of your faculty and staff and optimize the return on your technology investments. EES offers participating institutions the benefits of the following:

- **Easy Compliance:** Through the simplicity and predictability of counting FTE employees just once per year you can be confident you are fully covered for the desktop platform products you've selected regardless of yearly fluctuations in employees or devices.
- **Customized Solutions:** Easily add additional products either organization-wide, department-wide, or for individual licenses at any time during your subscription term so you can deliver the right mix of technology and services to your faculty, staff, and students.
 - A broad selection of Microsoft software products, such as Microsoft Office Visio® drawing and diagramming software, Microsoft Office Project, Business Productivity Online Suite (BPOS), the Windows Server® operating system, and Microsoft Exchange Server are available as Additional Products through EES.
 - Student Licensing options are also available and provide a convenient and cost-effective way for you to license software and services for your students so they may collaborate easily and have access to the software they need.
- **Simplified Asset Management:** Self-service tools such as the Volume Licensing Service Center enable you to easily track and manage your software assets and Software Assurance benefits from one convenient, online location.
- **Low Administration:** Subscription licensing eliminates the need to track licenses for the selected desktop platform products on every PC which enables your IT staff to be more productive as they no longer have to track multiple licenses across the institution.
- **Lower Total Cost of Ownership:** Realize the maximum value from your licensing investment with included benefits such as access to current technology, Work at Home Rights for faculty and staff, product evaluation rights, Software Assurance for Microsoft Volume Licensing and Microsoft Live@edu.

Acquiring EES Coverage

EES coverage is available through any Microsoft Authorized Education Reseller (AER). AERs are authorized to sell Microsoft academic edition products and volume licenses to qualified education users. To participate in EES or any of our other academic Volume Licensing programs, or to obtain current pricing, please contact an AER. To find an AER in the United States or Canada, visit www.microsoft.com/education/AERfind.mspx. For other regions, visit your regional Microsoft Volume Licensing Web site. To locate your regional Microsoft Volume Licensing Web site, go to www.microsoft.com/licensing/index/worldwide.mspx.

Enrollment Features

EASY COMPLIANCE AND ADMINISTRATION

When you license the desktop platform products or any additional products for use on all of the organization-owned or leased devices within the participating institution, your administrators and users know that the product use is covered. Although you report a faculty/staff FTE employee count when submitting your annual order, all institution-owned or leased devices are licensed to run all products you choose to license institution-wide, during the subscription year. Any new faculty or staff members added to the participating institution are licensed to use the devices running the licensed products.

Your students can also use the licensed product on institution-owned or leased devices located in classrooms or open access labs. To license your students for running products on a device the student either personally owns or is institution-owned and is designated for an individual student's exclusive use, you may enroll in the Student Option (see The Student Option).

SOFTWARE ASSURANCE

Software Assurance is a comprehensive maintenance offering. It offers a broad range of benefits that help you get the most out of your software license purchases. These benefits are available throughout the software management life cycle, so you can access them when you need them. Software Assurance benefits contribute to the return on your technology investment by helping you with budget predictability, minimized downtime, and improved productivity. Software Assurance can help you lower the operating expenses for employee development, deployment, and support costs. This program also offers other advantages, depending on how you activate and use the benefits.

With EES, Software Assurance is included with your software licenses. For information about Software Assurance benefits, please visit www.microsoft.com/licensing/software-assurance/default.aspx.

Product Availability

You may order subscription licenses for a wide selection of Microsoft software through the EES. Please refer to the Microsoft Volume Licensing Product List at <http://microsoftvolumelicensing.com/> for a complete list of currently available products.

EES DESKTOP PLATFORM PRODUCTS

EES offers you access to the most recent releases of the EES desktop platform products. To participate in EES, you start by choosing at least one of the following desktop platform products that you will license organization-wide. The EES desktop platform products are as follows:

- Windows® 7 Enterprise upgrade
- Microsoft Office Professional Plus 2010
- Microsoft Core CAL Suite (Includes Windows Server Standard CAL, Exchange Server Standard CAL, SharePoint® Server Standard CAL, and System Center Configuration Manager CAL)
- Microsoft Enterprise CAL Suite (Includes all Core CAL Suite components plus Active Directory® Rights Management Services CAL, Exchange Server Enterprise CAL, SharePoint Server Enterprise CAL, Office Communications Server Standard CAL, Office Communications Server Enterprise CAL, System Center Client Management Suite* CAL, Forefront® Protection Suite CAL, and Forefront Unified Access Gateway* CAL)

**Suite additions currently planned for 2010, and would be available with active Software Assurance coverage on or after the products become available for purchase in Volume Licensing. Because Microsoft must be able to respond to changing market conditions, these plans are subject to change at any time.*

**Products listed above can be replaced by successor products, which in-turn will also be considered desktop platform products.*

You may select individual EES desktop platform products to license organization-wide (including individual CAL Suite components), or you may license an EES desktop platform suite, which combines your Windows upgrade, Office, and CAL Suite licenses into one convenient SKU at a price that offers savings when compared to the cost of licensing those products individually.

The EES desktop platform suites include:

PROFESSIONAL DESKTOP PLATFORM	ENTERPRISE DESKTOP PLATFORM
Windows 7 Enterprise upgrade	Windows 7 Enterprise upgrade
Microsoft Office Professional Plus 2010	Microsoft Office Professional Plus 2010
Microsoft Core CAL Suite	Microsoft Enterprise CAL Suite

You can also acquire the Microsoft Desktop Optimization Pack (MDOP) for Software Assurance as part of your Professional Desktop Platform Suite or Enterprise Desktop Platform Suite, making it easier for you to license MDOP that is consistent with the acquisition of the rest of your platform selection.

Please note: The MDOP component is not eligible for the platform price savings.

As with all products licensed through your EES, you have access to the most recent releases as well as the option to deploy downgrade versions (previous versions) in place of the current licensed version. For instance, you may choose to deploy the Windows Vista® Enterprise operating system instead of the Windows 7 Enterprise operating system.

- CALs are device- or user-based, meaning you can choose whether to license a device (which may be used by multiple users under a single CAL), or a user (who may use multiple devices under a single CAL)
- For Desktop Platform Products and certain Additional Products available to be licensed organization-wide, when a product is licensed organization-wide (in a quantity equal to the FTE count), all devices and all users within the organization are fully licensed to use that product in accordance with the Product Use Rights.

Software Assurance benefits are included with your subscription which not only gives you access to Windows 7 Enterprise, but also now includes rights to Windows Virtual Desktop Access (VDA). Windows VDA enables institutions to license virtual copies of Windows client operating systems in virtual environments and provides rights to the primary user to access institutional VDI desktops from non-institution devices, such as internet cafes and home PCs. For more on Software Assurance benefits see the section, Software Assurance.

ADDITIONAL PRODUCTS

A broad selection of software and services are available as additional products under your EES. They provide the same License & Software Assurance coverage as desktop platform products. Additional products may be licensed for any quantity specified by the organization, ranging from one license to the entire FTE employee count. Certain additional products may also be licensed either organization-wide based on your FTE employee count (the same way you license desktop platform products), or you may choose to acquire a specific number of licenses.

Examples of software products available as additional products include Microsoft Office Visio, Microsoft Project, Windows Server, and Exchange Server. Examples of CALs available as additional products include the SQL Server CALs and Dynamics CRM Server CALs. Examples of Online Services include Business Productivity Online Suite, Deskless Worker Suite, Exchange Online, and SharePoint Online. You can see a complete list of additional products on the Microsoft Product List at www.microsoftvolumelicensing.com/userights/PL.aspx.

When you license additional products organization-wide, the software may be deployed on any institution-owned or leased device, including the institution's labs, and can be used by any faculty, staff, or student belonging to the institution. (Not covered by the organization-wide count are student-owned devices and organization-owned devices that are assigned to an individual student.)

If you choose to license a specific number of copies of the software:

- **Desktop application licenses are device-based**, meaning for each license you acquire, you may only run the software on one device in accordance with the Product Use Rights for the specific product.
- **CALs are device- or user-based**, meaning you can choose whether to license a device (which may be used by multiple users under a single CAL), or a user (who may use multiple devices under a single CAL).

Microsoft Online Services are available for licensing through your EES. All Microsoft Online Services licensed through the EES have the same expiration date as the EES. When adding Online Services mid-term, the User Subscription License (USL) is pro-rated to the month. The minimum term length for the services is one month.

When you license server products, you license a specific number of copies and you may use the software in accordance with the Product Use Rights for the specific product.

To learn more about Product Use Rights, visit www.microsoftvolumelicensing.com/userights/PUR.aspx.

LICENSING WINDOWS UPGRADES THROUGH EES

When you license a desktop operating system through this Microsoft Volume Licensing offering, it's important to understand that only the UPGRADE license for Windows is available—FULL operating system licenses are not offered. Prior to licensing a Windows upgrade through your EES desktop platform, you need to have a full underlying license for a qualifying operating system for each PC. (Qualifying operating systems are listed in the Microsoft Volume Licensing Product List, which you can find at <http://www.microsoftvolumelicensing.com/userights/PL.aspx>.)

There are two ways for you to get the necessary full Windows operating system license:

- **For newly manufactured PCs**, the best way to acquire that license is to have the original equipment manufacturer (OEM) pre-install Windows on the PC.
- **If the OEM has not pre-installed Windows on the PC**, then you can purchase a full Windows license through retail full packaged product (FPP).

If you discover that you have existing PCs that lack the necessary full license for a qualifying operating system, talk to your Microsoft reseller about the Get Genuine Windows Agreement for Academic (GGWA-A). GGWA-A provides a simple, cost-effective way for you to acquire full licenses for Windows 7 Home Premium. These licenses fulfill your requirement for a full qualifying operating system. Once you have acquired the full operating system license, you are then eligible to license those PCs for Windows 7 Enterprise Upgrade through EES. Learn more at www.microsoft.com/piracy/knowthefacts/LegalizationSolutions.aspx.

Counting Desktop Platform Licenses

EES offers the convenience of licensing products based on the number of faculty/staff (FTE) employees in the organization. Licenses for the desktop platform products require organization-wide coverage.

The "organization" may be defined across the spectrum from the entire institution, to a school district, to a specific school site or department, and in cases where such definitions are not possible, the "organization" could simply be a logical group within the institution.

Counting Faculty/Staff FTE Employees

Use the formula below to determine the number of faculty/staff FTE employees you have.

Please note: Employees such as maintenance, grounds keeping, and cafeteria staff may be excluded from the faculty/staff FTE employee count if they do not use institutional devices.



For example, you have 2,000 full-time faculty, 3,000 part-time faculty, 1,000 full-time staff, and 1,000 part-time staff. The FTE employee count is calculated as follows:

$$2,000 + (3,000 \div 3) + 1,000 + (1,000 \div 2) = 4,500 \text{ FTE employees}$$

In this case your desktop platform product licenses would be based on 4,500 FTE employees.

Please note: If you are outside the United States, the method for counting FTE employees may differ. Please contact your local reseller for details.

Minimum Order Requirement

The standard minimum requirement for your first order under an EES is 300 units, except in Latin America where the minimum is 100 units, and Asia-Pacific (excluding Australia, New Zealand, Greater China Region, and Korea) where the minimum is 200 units.

To determine your total units, combine the units for your desktop platform products; additional desktop applications, CALs, and Online Services; and server products.

Please note: If you are outside the United States, the minimum order requirements may differ. Please contact your local reseller for details.

CALCULATING UNITS FOR INDIVIDUAL DESKTOP PLATFORM PRODUCTS

When ordered as individual components, multiply the total number of faculty/staff FTE employees by the point value for the desktop platform product (which is published in the Microsoft Volume Licensing Product List at www.microsoft.com/licensing/userights/).

CALCULATING UNITS FOR DESKTOP PLATFORM SUITES

To determine your total units for the desktop platform suite you have selected, multiply the total number of faculty/staff FTE employees by 3.

CALCULATING UNITS FOR ADDITIONAL DESKTOP APPLICATIONS AND CALS

To determine your total units for desktop applications and CALs you have selected as additional products, multiply the point value of the specific product (which is published in the Microsoft Volume Licensing Product List at www.microsoft.com/licensing/userights/) by:

- your total number of faculty/staff FTE employees (if you want all of the faculty/staff employees in your organization to be licensed for the product or service), or
- the specific number of licenses (if you want only a specific number of faculty/staff employees to be licensed for the product or service)

CALCULATING UNITS FOR ONLINE SERVICES

For Online Services, multiply the point value for the service by the number ordered. Each Online Service license is assigned a point value, which is published in the Microsoft Volume Licensing Product List at www.microsoft.com/licensing/userights/.

CALCULATING UNITS FOR SERVER PRODUCTS

For server products, multiply the point value for the server product by the number ordered. Each server product is assigned a point value, which is published in the Microsoft Volume Licensing Product List at www.microsoft.com/licensing/userights/.

For example, if you order two Microsoft SQL Server® Standard Processor Licenses, you would calculate your server units as follows:

50 (unit value for SQL Server Standard Processor License)	X	2 (number ordered)	=	100 Server Units
---------------------------------------------------------------------------	---	---------------------------------	---	-------------------------------

TIERED INSTITUTION PRICING

Desktop platform products and suites are offered at tiered pricing levels, depending on the number of FTE employees in your defined organization. In these instances, pricing levels are determined as follows:

NUMBER OF FTE	PRICING LEVEL
Fewer than 3000	Level A
3000 or more	Level B

Please contact your reseller for specific pricing for the appropriate level for your institution.

EES Eligibility

Your institution must meet these requirements to qualify for an EES in the United States:

1. **A higher-education institution** (or administrative office or board of education of a higher-education institution) that is organized and operated exclusively for teaching its enrolled students. Also, an accrediting agency nationally recognized by the U.S. Secretary of Education must institutionally accredit your institution; or
2. **A K-12 school** organized and operated exclusively for teaching their enrolled students and accredited by an accrediting agency nationally recognized by the U.S. Secretary of Education or recognized or approved by the Department of Education of the State in which it is located; or

Please note: In EMEA, K-12 schools will be eligible beginning March 1, 2011.

3. **A preschool** providing an early childhood program incorporated for the purpose of providing educational services to children between 2 and 5 years of age, serving a minimum of 10 children, and having been in operation for at least one year.

Hospitals and healthcare systems are not eligible for the EES unless a qualified educational institution wholly owns and operates them. "Wholly owned and operated" means that the educational institution is the sole owner of the hospital or healthcare system (including all of the organization's assets) and the only entity exercising control over the hospital's day-to-day operations. You can find additional information on determining if an entity is wholly owned and operated by an educational institution at www.microsoft.com/education/Eligible.msp.

Please note: Eligibility for academic Volume Licensing varies by region. Please check with your regional Microsoft subsidiary for eligibility requirements. For U.S. customers, refer to <http://www.microsoft.com/education/Eligible.msp> for more information. To locate your regional Microsoft Volume Licensing Web site, go to www.microsoft.com/licensing/index/worldwide.msp.

Aggregate Groups/Consortia

Special approval from Microsoft is required for aggregate groups (such as a consortium of independent colleges) to enter into the EES. Please contact your Microsoft representative for more information.

Term

With the EES, you have the option of choosing a one-year or three-year subscription term. In either case, you submit an annual order with your reseller specifying the licensed product selections for the year.

ONE-YEAR OPTION

This option provides you with temporary license coverage for 12 months. At the end of the subscription term, you can extend the coverage for another 12 months (up to five times) or for 36 months (one time) by submitting an extension order through your reseller. You must place the extension order before the expiration of your current subscription term. With your extension order, you need to include an updated FTE count, any changes to your product selections, and a new Student Option count (if you chose the Student Option).

THREE-YEAR OPTION

You also have the option of a three-year subscription term. If you choose the three-year option and comply with the ordering requirements identified below, Microsoft will not increase the per-unit pricing to your distributor above the prices for the initial licensed product order for your anniversary orders.

Please note: Your reseller determines your actual annual pricing. Please discuss pricing details with your reseller.

By choosing the three-year subscription option, in addition to your initial order, you agree to submit an anniversary order prior to (or on) the first and second anniversaries of the effective date (the date your license coverage begins) of your EES. If you do not submit an order, your EES may be terminated.

The anniversary orders must be for at least the same quantity of the licensed desktop platform products ordered in the first year. For example, if the total number of FTE employees for year 2 decreases from 250 to 245, the anniversary order would include 250 FTE employees. If the number of FTE employees increases for year 2, but decreases for year 3, the year 3 anniversary order can reflect that decrease in FTE employees, but the decrease must not fall below the number of FTE employees included on the year 1 order. For instance, for year 2, the number of FTE employees increases to 300 but in year 3 decreases to 245, the order in year 3 would still be for 250 FTE employees.

If you selected the Student Option in your original order, you may also increase, but not decrease below the initial order quantity, the number of students included in your Student Option. When you submit your anniversary order, you may also order any licensed product that was not part of your initial order. The price that Microsoft charges your distributor for products not ordered previously will be the current price on the price lists. Microsoft will not increase this price to the distributor for the remainder of the subscription term.

At the end of the subscription term, you can extend the coverage for 12 months (up to three times) or 36 months (one time) by submitting an extension order through your reseller. You must place the extension order before the expiration of your current subscription term. With your extension order, you need to include an updated FTE employee count (may be higher or lower than the FTE employee count at your initial order), any changes to your product selections, and a new Student Option count (if you chose the Student Option).

ADDITIONAL ORDERS

Whether you choose the one-year or three-year option, you may place licensed product orders with your reseller at any time during the year after your initial order. When you place an additional order, you will be charged a pro-rated price based on the number of months remaining in your annual term, with a minimum price of 50 percent of the full annual per-product price. For instance, if you order a product at month three, you will pay for nine months (.75 x the annual per-product price). If you order a product at month nine, you will pay for six months (.5 x the annual per-product price).

When placing an additional order for Online Services, you will be charged a pro-rated price based on the number of months remaining in your EES term, with a minimum price of one month's subscription.

EES Documents

When licensing Microsoft software through EES, it is important that you review and understand the specific use rights granted by your license coverage.

Below is an overview of four important documents that detail those rights—the Campus and School Agreement (CASA), the Enrollment for Education Solutions (EES), the Microsoft Volume Licensing Product Use Rights (PUR), and the Microsoft Volume Licensing Product List.

CAMPUS AND SCHOOL AGREEMENT

The EES is an enrollment under the Campus and School Agreement. This agreement contains an overview of the program and general terms and conditions, plus details on such topics as distributing software to licensed users and Work at Home rights. The Campus and School Agreement has no expiration date. Once this agreement is in place, you do not have to sign another one when renewing your annual coverage. If your institution has a current Campus Enrollment or School Enrollment under a Campus and School Agreement, you do not need to sign a new Campus and School Agreement; you only need to sign the EES, which will replace your previous Campus Enrollment or School Enrollment.

*Please note: You will be a "Campus Program" customer after signing EES. You will accept the Campus and School Agreement terms and **you will be referred to and identified as a "Campus Program" customer in communications to you from Microsoft and in Microsoft tools to which you have access.***

ENROLLMENT FOR EDUCATION SOLUTIONS (EES)

The EES provides an overview of enrollment, includes additional program terms and definitions, and is used to provide contact information, define your organization, and enroll in the Student Option. This document also specifies the licensed period (one or three years) and the total FTE count that you will cover in the first annual order.

MICROSOFT VOLUME LICENSING PRODUCT USE RIGHTS

The Microsoft Licensing Product Use Rights (PUR) document contains the product-specific terms and conditions that govern how Microsoft products can be used in the Volume Licensing programs. It is the equivalent of the End User License Agreement (EULA) that you would receive when purchasing a retail licensed product. Much of the wording is common to both the EULA and the PUR. This document is updated regularly. The PUR that is in effect as of the beginning of the licensed period for a particular product version applies to the use of the product throughout the licensed period. The use rights for a particular product version lock when a product is first ordered. If a new version is released, use of the new version is governed by the most current PUR as of the time of that release. You can access the most current PUR at www.microsoft.com/licensing/userights/.

MICROSOFT VOLUME LICENSING PRODUCT LIST

The Microsoft Volume Licensing Product List provides information monthly about Microsoft licensed product and Online Services licensed through Microsoft Volume Licensing programs. The information described in the Product List includes the availability of new software and products offered through Microsoft Volume Licensing, the point or unit value and unit count for each software and product technology, available promotions,

migration paths from one version of licensed product to another version of that same product, Software Assurance benefits, and more.

The Product List is updated monthly. You can access the most current Product List at www.microsoft.com/licensing/userights/.

Special Use Rights

WORK AT HOME RIGHTS

Your institution may offer limited Work at Home (WAH) rights to your faculty and staff members only with no additional license charge. These limited rights permit using application, system, and CAL products on a personally-owned device for work-related purposes only. You can choose to extend these rights to your faculty and staff members only for licensed products for which you have institutional licenses through your EES.

If you extend WAH rights, your institution accepts responsibility for communicating the terms and conditions to your faculty and staff members. This includes keeping accurate records of licensed product use and distribution and ensuring that your faculty and staff agree to the stated terms and conditions.

For your convenience, we have provided a Faculty/Staff Acceptance Form that you may want to have your users sign when granting WAH rights to them. This form is available at www.microsoft.com/education/WorkHome.mspix.

Employees who do not use institutional devices, such as maintenance, grounds keeping, and cafeteria staff are excluded from WAH rights if they were not included in the FTE employee count when placing your order.

**The school may incur some costs for obtaining and distributing the WAH media.*

Distributing Media for Work at Home Use

You may distribute media to faculty and staff for WAH use using the following methods only:

Please note: Most products, including Windows 7 and Office Professional Plus 2010, require activation. For those products, you may use option 1 or 2 below, which utilize non-volume licensing media and activation keys. You may NOT distribute volume licensing media and volume license keys (VLKs) for products that require activation to users for WAH use. For a complete list of products that require activation, see www.microsoft.com/licensing/resources/vol/default.mspix.

For All Products (including those that require activation):

1. **Utilize the Electronic Software Distribution option** offered by Microsoft's authorized Digital Distribution Service Provider (DDSP). The DDSP will set-up a web store for you or your reseller to facilitate the delivery of software and any keys necessary for activating individual products to your faculty/staff for Work at Home. (You can also use this facility to distribute software to eligible students under the Student Option.) For more information, contact your reseller.

1. **Purchase and distribute one copy of each applicable CD-ROM or disk set** to each authorized user. You must purchase these CDs or disk sets (known as "student media") from your reseller in minimum quantities of 25 per title up to the number of licensed users. You may not replicate media for Work at Home use. For a list of products for which CDs or disk sets are currently available, please visit www.microsoft.com/education/StudentMedia.msp.

For Products that Do Not Require Activation:

1. **Allow controlled download from your secure network server(s)** or other storage device(s) using Volume Licensing media that you acquired from a Microsoft-approved fulfillment source for installation on your institution devices (i.e., Welcome CD Kit media, VLSC).
2. **Have users bring in their devices for manual installation** by you at a central location that you control using Volume Licensing media acquired from a Microsoft-approved fulfillment source.
3. **Use a system of controlled short-term checkout** of applicable Volume Licensing media (acquired from a Microsoft-approved fulfillment source) solely for purposes of individual user installation.

HOME USE PROGRAM RIGHTS

In addition to WAH rights, EES also provides your faculty and staff members access to the Microsoft Office system desktop PC programs to use on their personally-owned PC through the Home Use Program (HUP). This is a benefit of Microsoft Software Assurance. With HUP, your faculty and staff members can get the Microsoft Office system programs to use on their home PC for both work and personal use at a nominal cost. Providing the HUP licensed product is easy for the institution, as the institution does not have to handle the distribution of the software. Once your Software Assurance benefits administrator activates the benefit, individual faculty and staff members can order and pay for shipping of their licensed product online.

Please note: You are not permitted to provide licensed product for the same title to any individual faculty or staff member using both HUP and WAH.

HUP and WAH availability by product pool:

		HUP	WAH
Product Pool	Applications	X*	X*
	Systems		X*
	Servers		X*

**You may not provide both HUP and WAH software for any given product to individuals.*

For more information on HUP, please visit: www.microsoft.com/licensing/sa/benefits/home_use_rights.msp.

MULTI-LANGUAGE RIGHTS

During the term of the subscription, you are granted the right to run the licensed product in any available language. This includes the right to run the Multi-Language version of Microsoft Office and its corresponding features, such as a global interface and multi-language proofing tools.

UPGRADE/DOWNGRADE RIGHTS

You are allowed to run any new versions of the licensed products included in your subscription coverage that are released during the licensed term. Additionally, you may run any previous version of the licensed product in place of the current version. These upgrade and downgrade rights also apply to the individual components of the licensed product.

PRODUCT EVALUATION RIGHTS

During the term of your subscription, you can also download products for trial purposes. The evaluation bits for certain software products are available for download from the Volume Licensing Service Center at <https://www.microsoft.com/licensing/servicecenter/>. Once you received the product bits, you will have 60 days to evaluate the product, after which you may place a license order or uninstall the software.

Online Services can be evaluated for a 30-day trial at www.microsoft.com/online. Please note: To transfer account information from your trial to a paid subscription, you must use the same Live ID for the trial account as the subscription account.

MSDN Academic Alliance Membership

For each EES, Microsoft provides one complimentary membership to the MSDN® Developer Academic Alliance (Developer AA) or Designer Academic Alliance (Designer AA) programs through electronic download only. This annual membership is available to customers as long as their EES remains active.

Developer AA is the same program that was previously referred to as MSDN AA. It is for institutions or departments that use IT technology in support of Science, Technology, Engineering, and Mathematics (STEM) courses. Developer AA provides Microsoft developer, operating system, and application software, including the Microsoft Visual Studio® development system, Windows 7, and Microsoft SQL Server, for instructional use in labs, classrooms, and on devices of student enrolled in STEM courses.

Designer AA is for institutions or departments that use technology in support of Visualization, Illustration, Design and Art (VIDA) courses. Designer AA provides Microsoft Expression® design software and other Microsoft software for instructional use in labs, classrooms, and on devices of students enrolled in VIDA courses.

For more information about the memberships, including benefits and restrictions, the differences between Developer AA and Designer AA, and a complete list of the products provided, please visit www.msdnnaa.net.

While we provide the complimentary membership to customers with an EES, MSDN AA memberships are completely separate from the EES. The software licenses provided through the MSDN AA memberships carry certain restrictions that EES licenses do not. You may use MSDN AA licensed product only for instructional and

not-for-profit research purposes within the member department. You may not use the licensed product to run the infrastructure of the department or institution. You may not use licensed product provided through MSDN AA for the same organization-wide or department-wide use that is provided by ordering the same licensed product under your EES. For example, while Developer AA provides Microsoft Visual Studio to the member department for instructional purposes, this does not license you to use Visual Studio under your EES. If you want to license your faculty, staff, and/or students for the use of Visual Studio institution- or department-wide, you must order the product separately under your EES.

You may use the MSDN AA membership for a single department. You may not share it among other member or non-member departments. You can acquire additional memberships through the MSDN AA Web site at www.msdnaa.net.

You can register for your complimentary membership at <https://registermsdn.one.microsoft.com/msdnaa/aa/newstep1.aspx> using your EES number and a special promotion code, which you will receive with your EES acceptance letter. (See *Agreement and Order Confirmation* below for more information.)

Once your registration has been processed, you will receive a welcome e-mail to access your MSDN AA subscription and any licensed product updates will be posted on the MSDN AA download center.

Microsoft Live@edu

The Microsoft Live@edu program provides educational institutions with a set of free hosted and co-branded collaboration and communication services for students, alumni, faculty/staff and alumni—including Windows Live™ Hotmail® and Office Live Workspace. Live@edu terms and conditions are included as an addendum to the Campus and School Agreement. This means you do not need to sign an additional contract to take advantage of Live@edu. For additional information about Microsoft Live@edu, visit <http://get.liveatedu.com/>.

Please note: Live@edu is not available in all regions.

Microsoft IT Academy

The Microsoft IT Academy Program is an annual subscription program designed for accredited academic institutions worldwide. IT Academy provides educators with the tools they need to effectively train students on Microsoft technologies, prepare students for the global economy, and create a skilled community. This membership program offers a wide variety of Microsoft curricula and certifications, extensive teaching resources, software licenses for lab and classroom use, Microsoft E-Learning courses for educators and students including a wide range of instruction, from PC basics to high-level programming and architecture to enable faculty and students to become proficient in using Microsoft applications and to become certified in Microsoft technologies.

The IT Academy membership is available through the EES as a Services Subscription License (SSL). Rather than counting FTE employees, the SSL can be acquired to license the entire institution or department.

License Term

The IT Academy membership has the same expiration date as the EES under which it is licensed. When adding IT Academy mid-term, the SSL is pro-rated to the month.

Deploying Your EES Licensed Software

AGREEMENT AND ORDER CONFIRMATION

Within two weeks from submitting your EES (and Campus and School Agreement if not already in place) through your Authorized Education Reseller (AER), you will receive an acceptance letter from Microsoft. *(Please note: you will be referred to and identified as a "Campus Program" customer in all communications to you from Microsoft.)* The acceptance letter will include the effective start and end dates of your licensed period, confirmation of your distributor and reseller, and the promotion code for activating your complimentary MSDN AA membership. To avoid delays, you should submit your licensed product order to your reseller at the same time you submit your EES.

With your acceptance letter, you will also receive your Campus and School Agreement Number and EES Number. These numbers are very important as they are required to place orders for CDs with your reseller. You must place all CD orders with the reseller listed on your acceptance letter. If you want to change your reseller, see *Changing Your Reseller* in this guide.

Once your software order is received, Microsoft will publish order confirmation information to the Microsoft Volume Licensing Service Center (VLSC). The VLSC is the single location for Microsoft Volume Licensing customers to view their licensing information, download licensed software, find the appropriate product keys, and view a Software Assurance summary. In the VLSC, customers can also view or manage Microsoft Subscriptions, including MSDN Subscriptions, TechNet Subscriptions, and Expression Subscriptions from one convenient, online location at

<https://www.microsoft.com/licensing/servicecenter>

You will need a Windows Live™ ID to access the VLSC site.

Please note: When you access tools such as VLSC, your EES information will be listed under the "Campus" program.

On acceptance of the agreement and EES, the contact you identified on the enrollment will be provided access to the site. Your order confirmation will also include any required Volume License Product Keys, part numbers for your licensed products, product descriptions, and quantities for the products you have ordered.

RECEIVING YOUR SOFTWARE

Digital by Choice digital by choice

Through the Digital by Choice initiative, you have the option to access your licensed software digitally, instead of receiving physical media. By choosing this option, you help Microsoft in our efforts to reduce our carbon footprint by eliminating the need for discs, packaging, and shipping.

Please note: This is the default choice for all Volume Licensing programs (with the exception of the Microsoft ISV Royalty Licensing Program and Services Provider License Agreement). If you require physical media, you must complete a media order form. Your registered affiliates may choose their own media delivery preference (digital or physical).

Volume Licensing Product Fulfillment Kits

If you choose to receive physical media for your licensed software, media kits are customized according to the languages specified on the EES media form. Media is sent at no charge only for the licensed products ordered. The Welcome Kit and Update Kits are automatically provided to the contacts specified on the EES. Use the Product Fulfillment User's Guide Web site to help you manage the media kit. You can access these site features from the Microsoft Volume Licensing Service Center (VLSC) at <https://www.microsoft.com/licensing/servicecenter/>. You may also download the products from VLSC or order additional media via your designated LAR.

Please note: Customers choosing the three-year subscription option will receive a Welcome Kit at the beginning of the first year only. Likewise, customers with a one-year subscription will not receive a new Welcome Kit when they renew their subscription via using an annual extension order. You can order additional Welcome Kits through your reseller. You will continue to receive media for product updates and upgrades throughout your licensed term through your Update Subscription.

Some products, such as Windows and Microsoft Office include Microsoft Product Activation technology. In order to install these products, you will need to enter a Volume License Product Key. See *Activating Your Products* below for details on finding and using your keys.

Please note: Microsoft Learning Essentials is only available by downloading from VLSC at <https://www.microsoft.com/licensing/servicecenter/>.

PRODUCT SYSTEM REQUIREMENTS

You can find detailed product information, including system requirements, in Microsoft's online product catalog at www.microsoft.com/products/.

ACTIVATING YOUR PRODUCTS

Microsoft includes product activation technology in products that are sold through original equipment manufacturer (OEM), retail, and Volume Licensing channels. The type of product activation required is referred to as Volume Activation. Volume Activation is a flexible solution that enables Volume Licensing customers to more securely and easily activate their devices and is used for all Microsoft products. Learn more about how Product Activation works at www.microsoft.com/piracy/activation_how.aspx.

Volume Activation 1.0

Volume Activation 1.0 is the first generation of Volume License Keys. These keys bypass product activation. The 2007 Microsoft Office system will continue to use keys that bypass activation.

Volume Activation 2.0

There are two types of Volume License Keys available for activating Windows 7 Enterprise Upgrade and Microsoft Office Professional Plus 2010: Multiple Activation Keys and Key Management Service.

Multiple Activation Key

The Multiple Activation Key (MAK) activates either individual devices or a group of devices by connecting directly to Microsoft servers over the Internet or by telephone. The keys can be used a limited number of times. You can increase this activation limit by calling your Microsoft Activation Center. You can find local Activation Center phone numbers at www.microsoft.com/licensing/resources/vol/numbers.mspx.

You can activate a device using a MAK in two different ways:

1. **Proxy Activation:** With Proxy Activation, multiple devices are activated at the same time by using a single connection to Microsoft. Proxy Activation is the most similar to the Volume Activation 1.0 that customers have been using up to now.
2. **Independent Activation:** Each device connects to Microsoft servers and is activated individually.

Key Management Service

Your organization can host the Key Management Service (KMS) internally to automatically activate PCs running Windows 7 Enterprise. To use the KMS, you must have a minimum of 25 PCs running Windows 7 Enterprise that are connected together. PCs that have been activated through KMS will be required to reactivate by connecting to your organization's network at least every six months.

You can retrieve your VLKs from the VLSC site at <https://www.microsoft.com/licensing/servicecenter/> or by calling the customer service phone number for your region listed at www.microsoft.com/licensing/resources/vol/numbers.mspx. For further information about Volume Activation, please visit www.microsoft.com/licensing/resources/vol/default.mspx.

Online Services

You must first activate an online service before it can be used. You can activate by using the link provided in your Invitation to Activate your Online Service for Microsoft Volume Licensing e-mail or by visiting the Volume Licensing Service Center (VLCS) at <https://www.microsoft.com/licensing/servicecenter/>.

DISTRIBUTING MEDIA TO FACULTY AND STAFF

Institutions that purchase subscription licenses using the EES can distribute the licensed product to faculty and staff for installation on covered institution devices using the methods below. You must acquire all installation media from a Microsoft-approved fulfillment source.

1. Load the licensed product on a secured site and have eligible faculty and staff download the licensed product to covered institution devices that they manage.
2. Have faculty and staff bring the licensed devices that they manage to a central location designated by the university and download from the campus network or CDs.
3. Set up a library checkout system for CDs for faculty and staff.
4. Replicate CDs for faculty and staff. (See Replication Rights below.)

5. Purchase individual CDs to distribute to your faculty and staff. You can obtain CD pricing information from your reseller.

For information on distributing media to faculty and staff members for Work at Home (WAH) use, see the Special Use Rights section of this guide.

Replication Rights

Your EES allows you to acquire the quantity of media necessary to distribute the licensed product to your users for installation on covered institution devices. This includes the right to replicate media acquired from a Microsoft-approved fulfillment source. All such copies must be true and complete copies (including copyright and trademark notices).

You do not have the right to replicate media for Student Option or WAH use. For information on acquiring and distributing media to students under the Student Option and teachers and staff under WAH rights, see the Student Option and Use Rights sections of this guide.

Authorized Replicator

We recommend that you contact a Microsoft Authorized Replicator for assistance. The following Microsoft Authorized Replicator can assist you with CD replication:

Arvato Services Inc.

29011 Commerce Center Drive
Valencia, CA 91355
Tel: (866) 618-0020
Fax: (661) 702-2944

ADMINISTERING SOFTWARE ASSURANCE BENEFITS

To get the most from Software Assurance, we recommend that you assign responsibility to a Benefits Administrator who will manage your benefits and track benefits consumption at the Volume Licensing Service Center (VLSC) at <https://www.microsoft.com/licensing/servicecenter/>. Information on how to access the VLSC and how to receive these benefits is sent to all Software Assurance customers. You can designate a specific person as your Software Assurance benefits administrator on your EES.

You will find additional information on Software Assurance at www.microsoft.com/licensing/sa/default.mspx.

If you need help using the VLSC, please contact the Support Center at 1-866-230-0560 or mvshelpa@msdirectservices.com (United States and Canada only). Worldwide VLSC Support Center contact information is available on the VLSC site.

The Student Option

The EES Student Option provides a convenient and cost-effective way for you to license selected products for use by your students on a personally-owned device or an institution-owned device designated for the student's exclusive use (i.e., a device checked out to a student for the school year). If you choose the three-year

subscription, each anniversary order must include at least the same number of student users as in the year 1 order.

STUDENT PRODUCT SELECTION

Desktop Platform Products

As with your faculty and staff FTE employees, EES offers the convenience of licensing Student Option products based on the number of FTE students in the organization. Licenses for the desktop platform products require organization-wide coverage.

The "organization" may be defined across the spectrum from the entire institution to a school district to a specific school site or department, and in cases where such definitions are not possible, the "organization" could simply be a logical group within the institution.

Desktop platform products are available individually or in the following suites:

PROFESSIONAL DESKTOP PLATFORM	ENTERPRISE DESKTOP PLATFORM
Windows 7 Enterprise upgrade Microsoft Office Professional Plus 2010 Microsoft Core CAL Suite	Windows 7 Enterprise upgrade Microsoft Office Professional Plus 2010 Microsoft Enterprise CAL Suite

Calculating Student Users

Use the following formula to calculate the number of FTE students in the participating organization:

Full-time Students	+	Part-time students ÷ 3	=	Total FTE Students
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Additional Products

A broad selection of software and services are available as additional Student Option products under your EES. They provide the same License & Software Assurance coverage as desktop platform products. When you license the use of certain desktop applications or certain CALs, you have the choice to license organization-wide based on your FTE student count (as you do the desktop platform products), or you may license the use of a specific number of copies of the software.

MINIMUM ORDER REQUIREMENT

Your first order under an EES must be for a minimum of 300 units. Your Student Option purchases count toward meeting the 300 units. You may have an EES for the Student Option only, provided that you meet the 300 unit minimum. To determine your total units, combine the units for your desktop platform products and any additional desktop applications, CALs, and Online Services.

Calculating Units for Individual Desktop Platform Products

When ordered as individual components, multiply the total number of FTE students by the point value for the desktop platform product (which is published in the Microsoft Volume Licensing Product List at www.microsoft.com/licensing/userrights/).

Calculating Units for Desktop Platform Suites

To determine your total units for the desktop platform suite you have selected, multiply the total number of FTE students by 3.

CALCULATING UNITS FOR ADDITIONAL DESKTOP APPLICATIONS, CALS, AND ONLINE SERVICES

To determine your total units for any desktop applications, CALs, and Online Services you have selected as additional products, multiply the point value of the specific product (which is published in the Microsoft Volume Licensing Product List at www.microsoft.com/licensing/userrights/) by:

- your total number of FTE students (if you want all of the students in your organization to be licensed for the product or service), or
- the specific number of licenses (if you want only a specific number of students to be licensed for the product or service)

OBTAINING AND DISTRIBUTING STUDENT MEDIA**Distributing Licensed Product to Students**

You may distribute media to students using the following methods only:

Please note: Most products, including Windows 7 and Office 2010, require activation. For those products, you may use option 1 or 2 below, which utilize non-volume licensing media and activation keys. You may NOT distribute volume licensing media and volume license keys (VLKs) for products that require activation to students. For a complete list of products that require activation, see www.microsoft.com/licensing/resources/vol/default.aspx.

For All Products (including those that require activation):

1. **Utilize the Electronic Software Distribution option** offered by Microsoft's authorized Digital Distribution Service Provider (DDSP). The DDSP will set-up a web store for you or your reseller to facilitate the delivery of software and any keys necessary for activating individual products to your students. (You can also use this facility to distribute software to faculty and staff for Work at Home rights.) For more information, contact your reseller.
2. **Purchase and distribute one copy of each applicable CD-ROM or disk set** to each authorized user. You must purchase these CDs or disk sets (known as "student media") from your reseller in minimum quantities of 25 per title up to the number of licensed users. You may not replicate media for student use. For a list of products for which CDs or disk sets are currently available, please visit www.microsoft.com/education/StudentMedia.aspx.

For Products that Do Not Require Activation:

3. **Allow controlled download from your secure network server(s)** or other storage device(s) using Volume Licensing media that you acquired from a Microsoft-approved fulfillment source for installation on your institution devices (i.e., Welcome CD Kit media, VLSC).
4. **Have students bring in their devices for manual installation** by you at a central location that you control using Volume Licensing media acquired from a Microsoft-approved fulfillment source.
5. **Use a system of controlled short-term checkout** of applicable Volume Licensing media (acquired from a Microsoft-approved fulfillment source) solely for purposes of individual user installation.

Please note: Some institutions choose to recover the cost of student licenses and/or media through technology or enrollment fees. The use and amount of such fees is up to the institution's discretion.

STUDENT USE RIGHTS

The terms of your license agreement governs your student licensed product use. The Microsoft Volume Licensing Product Use Rights, which are published quarterly, provide additional details regarding current use rights for specific Microsoft products acquired through Volume Licensing programs. For a copy of the current Product Use Rights, please go to www.microsoft.com/licensing/userights/.

Students are only licensed to use the product during the subscription term. These licenses are non-perpetual (meaning the student does not own the license). On leaving the school or expiration of the EES, students are required to remove the licensed product (unless the student has graduated). Your institution is responsible for communicating the appropriate use rights to students when distributing the licensed product.

Guidelines for facilitating compliance are outlined in the master EES terms and conditions. Provided that your institution follows these guidelines, you will not be held responsible for students' failure to remove the licensed product.

PERPETUAL USE RIGHTS FOR GRADUATING STUDENTS

Upon graduation, graduate students licensed under the Student Option may be granted perpetual use rights for the current version of the licensed products as of graduation. "Graduate" means a student has completed (i) a grade or a level in a school or an educational institution that qualifies the student for enrollment into college or university or (ii) a diploma or degree from college or university. To transfer perpetual use rights, you must provide each Graduate with a license agreement and must secure from the Graduate his or her acceptance of the terms of the license agreement. Upon acceptance of the license agreement, the Graduate's right to run the Products identified in the license confirmation becomes perpetual. *These rights do not apply to access licenses, including CALs, or to Online Services.*

Extending or Renewing Your EES Coverage

EXTENDING YOUR COVERAGE

If you have a one-year subscription, your institution can extend the temporary licenses after the first year for an additional one year at a time (up to five times) or for one three-year term, after which you must complete a new EES to continue with the program.

With your extension order, you include an updated FTE employee count, any changes to your product selections, and a new FTE student count (if you chose the Student Option on your EES). Extension orders are subject to an order size minimum of 300 units.

If you have a three-year subscription, your institution submits an anniversary order at the end of year one and year two. At the end of year three, you can extend your EES coverage for an additional one year at a time (up to three times) or once for an additional three year term by submitting an extension order through your reseller before the expiration of your initial EES subscription term. With your extension order, you can change orders to reflect a new FTE count, product selection, and/or new FTE student count (if you chose the Student Option on your EES). Extension orders are subject to an order size minimum of 300 units.

If you choose to extend the enrollment, the price level will be reset at the start of the extension term based on your organization-wide count at the time that the extension order is placed.

RENEWING YOUR COVERAGE

If you have reached the maximum number of EES extensions and you wish to continue your coverage, you may do so by submitting a new one year or three year Enrollment.

If you choose not to extend or renew your subscription, you have the following options at the end of your licensed period:

1) Purchase perpetual licenses using the Buy-out option.

If you have had three years or more of coverage, you may purchase perpetual licenses for the products and quantities you want to continue using by acquiring discounted "buy-out" licenses offered under the program.

When exercising the Buy-out option, the following limitations apply:

- You may purchase perpetual licenses through the Buy-out option only for the product(s) covered under your EES.
- The buy-out option is not available for products licensed under the Student Option.
- Devices that were not covered by the subscription cannot be included. For example, if the corresponding subscription is limited to a particular department, perpetual licenses cannot be purchased through the Buy-out option for devices outside of that department.
- You may only exercise the Buy-out option prior to the expiration of your subscription term.
- For products licensed organization-wide, the buy-out quantity shall be at least equal to the Organization-wide Count but shall not exceed the total quantity of devices covered by EES on the date

of the buy-out order. For example, during subscription term if you have ordered licenses for 1,000 FTEs and have run software on 1,100 devices, during the buy-out you must purchase at least 1,000 but no more than 1,100 perpetual licenses per applicable product through the Buy-out option.

- For additional products that you have licensed non-organization wide, you must acquire perpetual licenses in the lowest total quantity of copies ordered during any of the three 12 month periods immediately preceding expiration of the Enrollment.
- If you have fewer than three years of EES coverage and want to migrate to perpetual licenses, you may acquire the licenses you need through the Microsoft Volume Licensing Open for Academic or Select Plus for Academic programs.

2) Remove the software

If you do not submit an extension order (one-year option) or anniversary order (three-year option), sign a new EES, or exercise the Buy-out option, you are required to remove all products from every device, and your institution must revert to using the product that you had licenses for prior to the start of your EES.

3) Combination

You may choose a combination of the choices listed above.

For example, you want an additional 12 months of EES coverage for Windows Upgrade, perpetual licenses for Visual Studio, and you no longer want to use any of the other products covered under your current enrollment. To obtain this, you can submit a new order for Windows Upgrade, purchase perpetual licenses for Visual Studio using the Buy-out option, and remove the remaining products from all devices.

Changing Your Reseller

If for some reason you wish to change your reseller, you may select a new one. It is the ultimate responsibility of you, the customer, to drive the change of reseller process from start to finish.

Notification to Terminated Reseller

You are responsible for notifying your existing reseller (the "Terminated Reseller") of the upcoming termination. A form is available for this purpose at www.microsoft.com/education/ChangeReseller.mspx. Refer to your agreement with your reseller to determine any other notification requirements. Irrespective of the terms and conditions of any such agreement between you and your reseller, EES software or media products ordered on or before the termination date will not be credited from the Terminated Reseller, and you should submit payment for all such EES software or media products to the Terminated Reseller. EES software or media products required after the date of termination should be ordered and paid to the new reseller.

Notification to Microsoft

You are required to notify Microsoft when you want to change your reseller. It is your responsibility to verify in advance that the new reseller is authorized by Microsoft to offer the Microsoft EES. Microsoft does not require the new reseller to complete a new EES with you, but we do ask that the new reseller and distributor acknowledge its appointment as reseller and distributor under your existing EES.

You should complete and sign the Notification to Microsoft Form (available at www.microsoft.com/education/ChangeReseller.aspx) and circulate it to the new reseller for written acknowledgment of its appointment. The new reseller should then circulate the letter to their distributor of choice for their written acknowledgment. On Microsoft's receipt and acceptance of the letter, Microsoft will acknowledge the change of reseller and/or distributor and route the fully executed letter back to all applicable parties.

At least one copy of the Notification to Microsoft Form should be submitted to Microsoft for acceptance and processing. You must complete information pertaining to all defined terms and signature blocks. Please allow 30 days for Microsoft to approve, process, and route the form. The change of reseller is not effective until Microsoft approves and acknowledges it.

Please note: Orders previously billed to the Terminated Reseller and/or distributor will not be credited, however, all future orders will be billed to the new reseller and distributor.

Redistribution of Software Updates to Students

From time to time, we may make available to the general public additional or replacement code of any portion of our licensed products without a fee, which we refer to as "Software Updates." To help academic Volume Licensing customers provide a more secure technology environment, you are allowed to redistribute these Software Updates to your students even if you have not included the Student Option. With these rights, you can better manage the electronic distribution of Software Updates within your networks.

You may redistribute Software Updates to your students in the following ways:

1. **By electronic means** provided that your method is adequately licensed and incorporates access control and security measures designed to prevent modification of the Software Updates and prevent access by the general public.
2. **By physical means** provided that you acquire authorized copies on fixed media from a Microsoft-approved fulfillment source.

Please note: You may not replicate the Software Updates onto CDs or other media for distribution to students.

Additional terms and limitations apply to the redistribution of Software Updates. For complete details, please refer to your Campus and School Agreement.

Additional Resources

Locating an Authorized Education Reseller (AER)

To find an AER in the United States or Canada, use our search tool at www.microsoft.com/education/AERFind.mspx.

Software Assurance

Learn more about the Software Assurance benefits you receive as a School Agreement customer at www.microsoft.com/licensing/sa/default.mspx.

Microsoft Volume Licensing Service Center (VLSC)

Track licenses, access Volume License Keys, download software, and administer Software Assurance benefits at <https://www.microsoft.com/licensing/servicecenter/>.

MSDN Academic Alliance High School Program

Find in-depth information and resources regarding the MSDN AA High School program at <http://msdn.microsoft.com/academic/program/highschool/default.aspx>.

TechNet

You'll find a wealth of how-to details on evaluating, deploying, maintaining, and supporting Microsoft technology at <http://technet.microsoft.com>.

Volume Licensing for Education Customers

For a complete list of licensing options for education customers, please visit our Web site at www.microsoft.com/education/HowToBuy.mspx or contact a reseller.

Microsoft Live@edu

Learn how to access a set of free hosted and co-branded collaboration and communication services for students, alumni, and applicants at <http://get.liveatedu.com/>.

Microsoft Online Services Portal

Learn about Online Services, including the Business Productivity Online Suite and Deskless Worker Suite, and start a trial subscription at www.microsoft.com/online.

Microsoft IT Academy

Find out more about the opportunities for students, faculty and staff through Microsoft's IT Academy at www.microsoft.com/education/MSITAcademy/default.mspx.

Electronic Software Distribution

To sign up for ESD, contact your Channel Partner who can manage this on your behalf.

Glossary

Academic Edition (AE)

Microsoft products available for purchase by Qualified Education Users.

Authorized Education Reseller (AER)

Reseller that is authorized to sell Microsoft Academic Edition products and Volume Licensing programs.

Buy-out Option

Option in EES by which customers may stop running products on a subscription basis on expiration of the enrollment and purchase perpetual licenses for products they want to continue using.

CAL (Client Access License)

License permitting end user to access a Microsoft server.

Deploy

Install and use the licensed products as permitted in a license agreement.

Downgrade

Any version of a licensed product that was released prior to the most recent version (for example, Office Word 2007 is a downgrade of Office Word 2010).

Fulfillment

Process by which media is obtained.

Full-time Equivalent (FTE)

Calculation of the population size that equates a combination of full- and part-time faculty/staff or students to the equivalent number of full-time employees or students.

Large Account Reseller (LAR)

Reseller who is qualified to sell licenses through the Microsoft Select License and Select License for Academic programs.

Media

Storage device (typically CD-ROM) that contains the files needed to install a software program.

MSDN Academic Alliance

Annual membership that provides a selection of Microsoft tools, operating systems, and other licensed product for installation on instructional devices and students' personal devices within the member department.

Non-perpetual License

License granting the rights to run a software program for a limited period of time.

Open License for Academic

Specialized version of the Microsoft Open License program through which perpetual licenses may be purchased by academic institutions of any size through a reseller.

Perpetual License

License granting the rights to run a specific version of a program for an unlimited period of time.

Product List

Document published monthly that provides information about Microsoft software and Online Services licensed through Microsoft Volume Licensing programs, including product availability, point or unit values, migration paths, and Software Assurance benefits.

Product Use Rights (PUR)

Part of the Microsoft license agreements that outlines the rights the customer and its users have to deploy, use, and copy specific Microsoft licensed products.

Qualified Education Users

Customers who are permitted to purchase academic Volume Licensing agreements or Academic Edition products by meeting a set of criteria (see www.microsoft.com/education/Eligible.aspx for criteria in the United States).

Replication

Making a copy or copies of software media (e.g., burning a CD).

Reseller

Third-party vendor that sells Microsoft licenses for Microsoft products, including licenses sold through Microsoft Volume Licensing agreements.

Select License for Academic

Specialized version of Microsoft Select License through which perpetual licenses may be purchased by qualifying institutions through a Large Account Reseller.

Software Assurance

Software Assurance is an offering for Microsoft Volume Licensing customers. It provides you with the ability to spread out payments annually and gives you licensed product upgrades, support and tools, and training.

User Subscription License (USL)

Licenses a user to access Microsoft Online Service.

Student Employee

Student of an institution who is employed by the institution in a full- or part-time position.

Student Option

Option in EES by which an institution may license its students for use of a selection of licensed products on a personally-owned or leased device or an institution-owned or leased device designated for a student's exclusive use.

Subscription Licensing

Licensing programs that grant the rights to use licensed products for a specified period of time (temporary licenses).

Temporary License

License granting the rights to run a software program for a limited period of time.

Update Subscription

Subscription service through which EES customers automatically receive CDs for new versions of the products included in the Welcome CD Kit and new products.

Upgrade

A more recent version of a product (for example, Windows Vista is an upgrade of Windows XP).

User

The institution and the faculty, staff, and students of the institution or institutions that are designated on the EES to run the licensed product. Users must also be Qualified Education Users (see www.microsoft.com/education/Eligible.msp for criteria in the United States).

Volume Licensing Service Center

Self-service tool where customers may access and manage their Microsoft software and services licenses, Software Assurance benefits, subscriptions and product downloads.

Work at Home Rights

Set of limited rights that academic institutions may offer to their faculty/staff granting permission to use certain Microsoft products on a personally-owned or leased device for work-related purposes only.

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The contents of this guide are subject to change. Please contact your Microsoft account manager or reseller for the most current version of this guide.