



Pricing Proposal  
Quotation #: 10776670  
Created On: 12/17/2015  
Valid Until: 1/29/2016

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## City of Delray Beach FL

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### Jennifer Reynolds

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Palm Beach, FL 33444-2612  
UNITED STATES  
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## Account Executive

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### Thomas Naelon

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All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft Office 365 Plan E3 for Gov Subscription - Add-On to Existing Office/Core CAL - Per User - 8 Months Microsoft - Part#: AAA-10764 <b>Note:</b> Period through end of current enrollment 8/31/2016	530	\$46.40	\$24,592.00
2 Microsoft Office 365 Plan K1 for Gov Subscription - Per User - 8 Months Microsoft - Part#: TPA-00001 <b>Note:</b> Period through end of current enrollment 8/31/2016	322	\$20.40	\$6,568.80
Shipping			\$0.00
Total			\$31,160.80

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## Additional Comments

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SHI Fed ID# 22-3009648

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*The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.*

## Program Signature Form

MBA/MBSA number

U0275474

002-shancock-s-517

Agreement number

01E73214

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

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

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

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment	CTM M306 (5608347)
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
Name of Entity (must be legal entity name)* City of Delray Beach
Signature* _____
Printed First and Last Name* _____
Printed Title _____
Signature Date* _____
Tax ID _____

\* indicates required field

Microsoft Affiliate
<b>Microsoft Corporation</b>
<b>Signature</b> _____ <b>Printed First and Last Name</b> _____ <b>Printed Title</b> _____ <b>Signature Date</b> _____ <small>(date Microsoft Affiliate countersigns)</small>
<b>Agreement Effective Date</b> _____ <small>(may be different than Microsoft's signature date)</small>

**Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)**

Customer
<b>Name of Entity (must be legal entity name)*</b>
<b>Signature*</b> _____
<b>Printed First and Last Name*</b> _____
<b>Printed Title</b> _____
<b>Signature Date*</b> _____

*\* indicates required field*

Outsourcer
<b>Name of Entity (must be legal entity name)*</b>
<b>Signature*</b> _____
<b>Printed First and Last Name*</b> _____
<b>Printed Title</b> _____
<b>Signature Date*</b> _____

*\* indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

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 Corporation**

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

## Enterprise Enrollment (Indirect) US Government Community Cloud Amendment ID CTM M306

Enrollment Number  
Microsoft to complete for initial term  
Partner to complete for renewal

5608347

002-shancock-s-517

This amendment ("Amendment") is entered into between the parties on the attached program signature form. It amends the Enrollment identified above. All terms used but not defined in this Amendment will have the same meanings provided in the Enrollment.

The parties agree that the Enrollment is amended as follows:

1. Section 1 ("Definitions") of the Enrollment is hereby amended by adding the following:

"Azure Government Services" means one or more of the services or features Microsoft makes available to Enrolled Affiliate under this Enrollment and identified at <http://azure.microsoft.com/en-us/regions/#services>, which are Government Community Cloud Services.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product List.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights," means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Use Rights. The Use Rights for Online Services are published in the Online Services Terms.

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

2. The following sentence is added to the end of Section 7(d) of the Enrollment ("Termination for cause"):

In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise fails to meet and maintain the conditions of membership in the definition of Community.



3. The following new Section 8 is hereby added to the Enrollment:

**8. Government Community Cloud**

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights and this Amendment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
- (i) Government Community Cloud Services will be offered only within the United States.
  - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
  - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.
- e. Notwithstanding the Data Processing Terms section of the Online Services Terms, Azure Government Services are not subject to the same control standards and frameworks as the Microsoft Azure Core Services. The Microsoft Azure Trust Center describes the control standards and frameworks with which Azure Government Services comply.

Except for changes made by this Amendment, the Enrollment identified above remains unchanged and in full force and effect. If there is a conflict between any provision in this Amendment and any provision in the Enrollment identified above, this Amendment shall control.

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

**Microsoft Internal Use Only:**

FL_(CTM-M306)EAEnrAmend(Indirect)(USGovCloud)(US)(ENG)(Apr2015)(CR)	CTM-OTH	BD
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