

Lazarus, Stephen

From: Skiles, Peter
Sent: Tuesday, March 01, 2016 8:56 AM
To: Lazarus, Stephen
Subject: FW: IMPORTANT NOTICE: Acceptance of your Microsoft Enterprise 6 Enrollment{~98287758:1~}

For a file, if you have one for the Enterprise Agreement!

From: Microsoft Volume Licensing Services [mailto:msvlop@microsoft.com]
Sent: Tuesday, March 1, 2016 8:18 AM
To: Skiles, Peter <skilesp@wilmette.com>; Skiles, Peter <skilesp@wilmette.com>
Cc: microsoftmsli@cdw.com
Subject: IMPORTANT NOTICE: Acceptance of your Microsoft Enterprise 6 Enrollment{~98287758:1~}

IMPORTANT NOTICE: Acceptance of your Microsoft Enterprise 6 Enrollment

2016-03-01

Reference Enrollment Number: 5166637
Village of Wilmette
United States
CC: , , CDW Logistics, Inc.

Dear Customer,

Thank you for selecting the Enterprise 6 Enterprise Enrollment for your organization. We hope that you will find it a flexible and cost-effective way to acquire the latest Microsoft technology and simplify license management.

The purpose of this letter is to advise you that your enrollment has now been accepted and processed by Microsoft. Below is a brief introduction to important information and resources about your Volume Licensing Agreement, all of which are designed to help you manage your purchases during the course of your enrollment.

Keeping your records up to date. You will receive important notifications by e-mail during the enrollment term, so it is very important that you keep your contact information up to date. Examples of these notices include the following:

- VLSC Welcome Letters for contact changes
- Online Services activation notification, including activation link, sent once your order is processed by Microsoft
- Renewal Reminder, sent 90 days prior to the enrollment expiration

If you are not the correct contact person for information and announcements regarding this Volume Licensing Agreement, or if the contact person or any of the address details change in the future, please update your Reseller or Software Advisor, CDW Logistics, Inc. .

Software Assurance. Software Assurance offers new product versions, unique enterprise technologies, and expert planning services to help provide efficient implementations, in-depth classroom training for IT staff and anytime-anywhere training for end users, along with 24x7 phone and Web support to maximize uptime. To

review the Software Assurance benefits for which your organization is eligible, log on to the Microsoft Volume Licensing Service Center where details of your benefits are displayed.

Online Services. Online Services are a set of services that can help your organization take advantage of the benefits that in-the-cloud computing has to offer. As your IT strategy evolves, Microsoft can help you extend the capabilities and functionality of your existing technology investments. Online Services are delivered via subscription and over the web.

Microsoft Volume Licensing Service Center (VLSC) Web site. The Microsoft Volume Licensing Service Center (VLSC) is an online tool that makes it easy for you to manage Microsoft Volume Licensing program agreements, download licensed products, and access volume license keys - all in one place. The VLSC offers key benefits for licensed software management including:

- **Reporting.** View current and historical reporting across programs and agreements that includes key dates, contact information, order confirmations, and your license summary.
- **Product Downloads.** Download software through a simple, secure user interface. VLSC makes it easy for you to find the right product, based on your licensing entitlements. If you have chosen physical media delivery in addition to the software download option, your Welcome Kit, which contains product media and other licensing material, will be shipped via express delivery to the location specified on your enrollment. You can change this option to get faster access to software updates, save time and effort, and reduce your carbon footprint by opting in to Go Digital. To opt in to Go Digital and find out more information, visit: <http://www.digitalbychoice.com>.
- **Volume License Product Keys (VLKs).** Access your Volume License Keys including Multiple Activation Keys (MAKs) and Key Management Server (KMS) keys. VLKs are issued to your company for your exclusive use. VLSC makes it easy for you to request product keys for the Windows desktop operating system, enables retrieval of volume license keys for all Microsoft licensed products, and provides access to technical support. You agree to use your best efforts to keep a secure record of these product keys, which includes not disclosing these product keys to any unauthorized third party. More information on Volume License Product Keys is also available at: <http://www.microsoft.com/licensing/resources/vol/volumelicensekey/default.mspx>
- **Software Assurance Benefits and Subscriptions Management.** Access and manage your Software Assurance benefits and subscriptions for Online Services, Microsoft Developer Network (MSDN).
- **VLSC User Access.** Add and remove users plus manage your existing users by assigning permissions. Permissions include access to VLKs, product downloads, reporting, Software Assurance Benefits, MSDN and TechNet subscriptions, and Online Services.

You will be receiving your VLSC welcome letter within 1 to 2 business days. This welcome letter will also be sent to your Software Assurance Manager, Subscription Manager, and Online Services Manager (as applicable to your enrollment). You can access the VLSC homepage directly at: <https://www.microsoft.com/licensing/servicecenter/>.

Microsoft Online Portal. The Microsoft Online Portal is an online tool for Volume Licensing customers to manage their Microsoft Online Services subscriptions. Once you have ordered Online Service offerings managed via the Microsoft Online Portal, you will receive the portal link and further instructions for activating your Online Service. For more information about these Online Service offerings, as well as any available trials, visit: <http://www.microsoft.com/online/>.

True-up Orders and Update Statements. The True-up Order process allows your organization to submit one annual order to account for all increases in qualified desktops and users as well as additional usage of previously ordered additional products in the prior year. This process is facilitated by your Software Advisor or Reseller.

- Your annual True-up Order is required at each Enrollment Anniversary between 60 days prior to and 15 days following this date. If you have ordered any additional quantities since your last Enrollment Anniversary, this annual True-up Order is still required per the terms of your Enterprise Agreement.
- Your final True-up Order or Update Statement is due upon Enrollment expiration and prior to renewal.
- These key dates are outlined in your Microsoft Volume License Enrollment Summary below.
- When there is no increase in qualified users or desktops, and no additional product usage in the prior year, you must still submit an Update Statement. The Update Statement must be signed by an authorized signatory for Village of Wilmette.

Please contact your Reseller or Software Advisor for information and assistance with your True-up Order.

Software Asset Management (SAM). Microsoft recommends organizations implement a good Software Asset Management (SAM) strategy to help with the True-up process and beyond.

- SAM can help ensure a more informed and accurate True-up. SAM can also help you control costs and risks, optimize software investments, and make better decisions about your short and long-term technology needs.
- As part of your contract value with Microsoft, you have the option to receive a Software Asset Management consultation from a Microsoft Certified SAM Partner. A Microsoft approved Gold SAM Competency partner will perform consultation.
- We have several resources available that you may use to establish or improve your SAM processes, including our main SAM page at: <http://www.microsoft.com/sam> This site includes a SAM optimization kit, links to several SAM self-service tools to assist with deployment discovery and a list of Certified SAM partners who you can contact directly. Microsoft Volume Licensing also offers guidance and tools for License tracking, an important SAM practice, at: <http://www.microsoft.com/licensing/about-licensing/client-access-license.aspx#tab=3>
- You may also reference the True-up Guide at <http://www.microsoft.com/licensing/trueupguide>, which is designed as a single point of reference to help you simplify and streamline the True-up process.

Contract Document Support Web Site. You can find essential contract information such as your Product Use Rights (PUR), Product List, and other supporting documents to your contract at this public Web site located at: <http://www.microsoft.com/licensing/contracts>.

Thank you,

Microsoft Volume Licensing Services Team

Microsoft Volume License Enrollment Summary

| | |
|---------------------------------|---------------------|
| Customer Name | Village of Wilmette |
| Volume Licensing Program | Enterprise 6 |
| Enrollment Number | 5166637 |

| | |
|---|--------------------------|
| Contract Type | State Local Government |
| Enrollment Version | 2015 |
| Reseller or Software Advisor | CDW Logistics, Inc. |
| Microsoft Business and Services Agreement Number | Unknown |
| Agreement Number | 01E73861 |
| Start Effective Date | 2016-03-01 |
| Anniversary Dates | 2017-03-01 2018-03-01 |
| Expiration Date | 2019-02-28 |

This communication was sent from a non-monitored alias. Please do not reply. If you have questions concerning this communication, or the information contained therein, please contact your Microsoft Reseller or Software Advisor for assistance.



Village of Wilmette
1200 Wilmette Avenue
Wilmette, Illinois 60091-0040
(847) 251-2700

Vendor Copy

Purchase Order

Fiscal Year 2016

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **16120008-00**

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Village Hall - Finance
1200 Wilmette Avenue
Wilmette IL 60091

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CDW GOVERNMENT, INC
75 REMITTANCE DR - STE 1515
CHICAGO IL 60675-1515

S
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Village Hall - IS Dept
1200 Wilmette Avenue
Wilmette IL 60091

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|---------------------|--|-------------------|----------------------|------|-------------------------------|----------------|
| Vendor Phone Number | | Vendor Fax Number | Requisition Number | | Delivery Reference | |
| | | | 16120010 | | | |
| Date Ordered | Vendor Number | Date Required | Freight Method/Terms | | Department/Location | |
| 02/25/2016 | 646 | | | | INFO. TECHNOLOGY - GEN. GOVT. | |
| Item# | Description/Part No. | | Qty | UOM | Unit Price | Extended Price |
| 1 | 2016 Microsoft Enterprise Agree The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading 2016 Microsoft Enterprise Agreement for the Village of Wilmette, IL 60091. Year-One of a Three-Year Agreement. As per Proposal ID#0434356.003, dated 2/17/16 by Dan Field. Signed Enrollment Agreement/s attacheed. This agreement was approved by the Wilmette Village Board on 2/23/2016. | | 1.0 | Each | \$40,903.140 | \$40,903.14 |

By  2/25/2016
Procurement Specialist

| | |
|------------------|--------------------|
| Total Ext. Price | \$40,903.14 |
| PO Total | \$40,903.14 |

VILLAGE OF WILMETTE

Conditions Governing This Purchase Order -

Conditions of Payment: All invoices should be directed to AP@Wilmette.com (preferably), or to Village of Wilmette, Finance Dept., 1200 Wilmette Ave., Wilmette, IL 600091-0440.

All services provided by the Vendor must be performed to the Village's satisfaction, as determined at the sole discretion of the Village Manager, or his Authorized Representative, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Vendor will not receive payment for work found by the Village to be unsatisfactory or performed in violation of federal, state, or local law. All shipments shall include an itemized packing slip. The Village will pay each valid Vendor obligation so that the vendor receives payment within the vendor's early payment discount period. If there is no early payment discount period, the Village will pay the vendor within 30 days, following the receipt of the invoice, for the completed delivery of the product or service. If an invoice is incorrect, defective, or otherwise improper, the Village will notify the Vendor within ten days of discovering the error.

Tax:

The Village of Wilmette is a tax-exempt municipality. Our Illinois Department of Revenue Tax Exempt ID # is E9998-1106-07. The Village is exempt by law from paying the following taxes: Federal Excise Tax, Illinois Retailer's Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax on materials and services purchased by the Village.

Vendor's Completing Work on Wilmette Property Shall Demonstrate The Following Insurance Coverage:

- Comprehensive General Liability, with the Village as an additional insured, \$1,000,000 combined single limit per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than \$2,000,000;
- Business Auto Liability, \$1,000,000 combined single limit for bodily injury and property damage;
- Workers Compensation and Employers' Liability, in amounts required by statute;
- Owners and Contractor's Protective Liability, \$1,000,000 combined single limit per occurrence for bodily injury and property damage, with the Village as named insured; and,
- Umbrella Coverage, \$2,000,000 per occurrence.

Indemnification:

To the fullest extent permitted by law, Vendor shall defend, hold harmless, and indemnify the Village, its corporate authorities, trustees, officers, directors, agents, and employees from and against any and all injury, death, loss, property damage, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs, or other liabilities of any character (including reasonable attorney's fees) arising in whole or in part, relating to or resulting from Vendor's (including Vendor's employees, agents, officers, directors, subcontractors and anyone directly or indirectly employed by Vendor or anyone for whose acts Vendor may be liable.

Upon Acceptance Vendor Hereby Certifies That Their Firm:

1. Has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105.
2. Is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.
3. Is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382.
4. Is an "Equal Opportunity Employer" as defined by federal and state laws and regulations, and agrees to comply with the Illinois Department of Human Rights (IDHR) Equal Opportunity clause as required by the IDHR's Regulations (44 Ill. Admin. Code, Part 750, Appendix A), which is considered to be part of any public contract or purchase agreement.

Note: The financial transactions of the Village of Wilmette shall be under the administration of the Village Treasurer and the Director of Management Services, operating under the provisions set forth in Chapter 2 of the Village code in Section 6.5. (81 O 47, 12/15/81).



Volume Licensing

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

511dde37

Previous Enrollment number
(Reseller to complete)

4959132

Framework ID
(if applicable)

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

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. If the Enrollment is renewed, the renewal term will expire 36 full calendar months after the effective date of the renewal term. Any reference in this Enrollment to "day" will be a calendar day.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"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.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"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 Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"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 Terms. 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. Order requirements.

- a. **Minimum Order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise Commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
 - (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered

prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may reserve the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were reserved.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
- 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
- 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due:

- 1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered and
- 2) Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

- (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
- (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

- a. **Price Levels.** For both the initial and any renewal term, Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level 10 throughout the term of the Enrollment.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service will be fixed throughout the applicable initial or renewal Enrollment term. Price levels and Microsoft's prices to Resellers are reestablished at the beginning of the renewal term. However, if Enrolled Affiliate qualifies for a different price level during the applicable initial or renewal term, Microsoft may at its discretion establish a new price level for future new orders either upon Enrolled Affiliate's request or on its own initiative. Any changes will be based upon price level rules in the Product Selection Form.

4. Payment terms.

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal Option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing the Enrollment for one additional 36 full calendar month term or signing

a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) Software Assurance. If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) Online Services eligible for an Extended Term. For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) Extended Term. Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Reseller must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.

2) Cancellation during Extended Term. If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Reseller must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) Subscription Licenses and Online Services not eligible for an Extended Term. If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any Early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

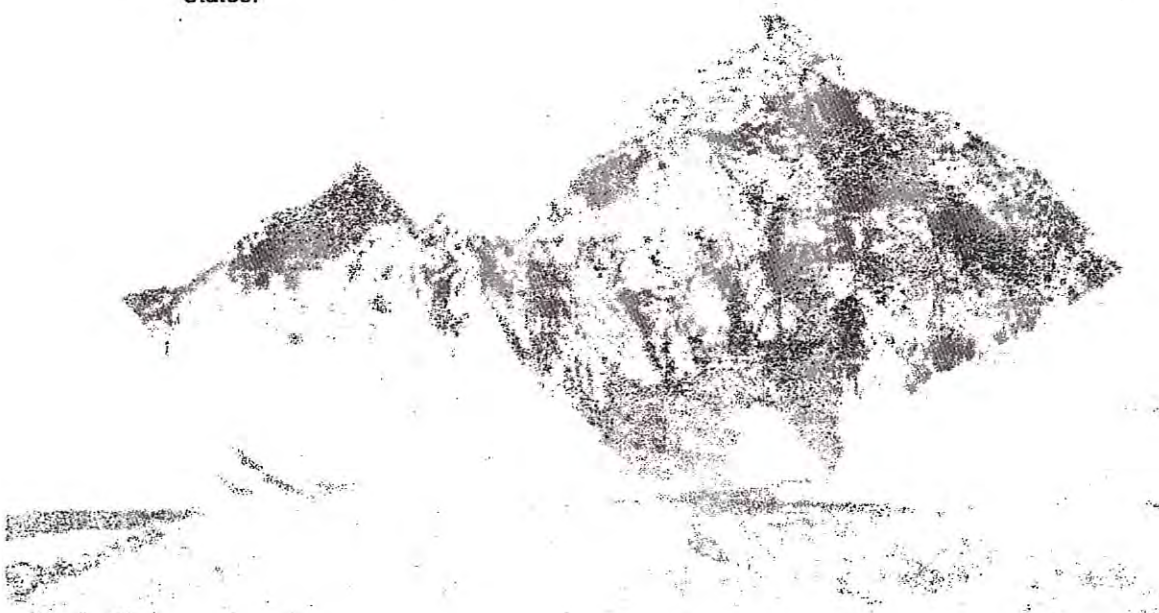
For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. 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, Product Terms, and this Enrollment.
- 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.



Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Include future Affiliates

2. Contact Information.

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

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

Name of entity (must be legal entity name)* Village of Wilmette

Contact name* First Peter Last Skiles

Contact email address* skilesp@wilmette.com

Street address* 1200 Wilmette Ave

City* Wilmette

State/Province* IL

Postal code* 60091-2793

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

Country* USA

Phone* 847-853-7631

Tax ID

** Indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses and step-up prior to a true-up order.

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

Contact name* First Last

Contact email address*

Street address*

City*

State/Province*

Postal code*

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

Country*

Phone*

Language preference. Choose the language for notices. English

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

** Indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

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

Contact name* First Last

Contact email address*

Phone*

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

** indicates required fields*

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

Reseller company name* CDW Logistcs, Inc

Street address (PO boxes will not be accepted)* 200 N Milwaukee Ave

City* Vernon Hills

State/Province* IL

Postal code* 60061

Country* USA

Contact name* Dan Field

Phone* 312-705-5062

Contact email address* dan.field@s3.cdw.com

** indicates required fields*

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

Signature* Santiago Cavazos
Santiago Cavazos (Feb 29, 2016)
Printed name* Santiago Cavazos
Printed title* Software Contract Specialist
Date* 02/29/2016

* Indicates required fields

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- (i) Additional notices contact
- (ii) Software Assurance manager
- (iii) Subscriptions manager
- (iv) Customer Support Manager (CSM) contact

3. **Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing? ☒ Yes ☒ No

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Proposal ID

0434356.003

Enrollment Number

51666637

Language: English (United States)

| Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order: | | | | | |
|--|-------------------|-----------------|---------------------|-----------------------------|---------------------|
| Profile | Qualified Devices | Qualified Users | Device / User Ratio | Enterprise Product Platform | CAL Licensing Model |
| Enterprise | 175 | 175 | 1.0 | Yes | User Licenses |

| Products | Enterprise Quantity |
|------------------------------------|---------------------|
| Office Professional Plus | |
| Office Professional Plus | 175 |
| Client Access License (CAL) | |
| Core CAL | |
| Core CAL | 175 |
| Windows Desktop | |
| Windows Enterprise OS Upgrade | 175 |

| Enrolled Affiliate's Product Quantities: | | | | |
|--|---|---|---|--|
| Price Group | 1 | 2 | 3 | 4 |
| Enterprise Products | Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3, E4 and E5) + Enterprise Cloud Suite USL | Client Access License + Office 365 (Plans E1, E3, E4 and E5) + Enterprise Cloud Suite USL | Client Access License + Windows Intune + EMS USL + Enterprise Cloud Suite USL | Win Enterprise Upgrade + Win VDA + Win SA per User USL + Win VDA per User USL + Enterprise Cloud Suite USL |
| Quantity | 175 | 175 | 175 | 175 |

| Enrolled Affiliate's Price Level: | |
|---|-------------|
| Product Offering / Pool | Price Level |
| Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4. | D |
| Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1. | D |
| Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3. | D |
| Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4. | D |

| NOTES | |
|---|-------------|
| Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below: | |
| Quantity of Licenses and Software Assurance | Price Level |
| 2,399 and below | A |
| 2,400 to 5,999 | B |
| 6,000 to 14,999 | C |
| 15,000 and above | D |
| <p>Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.</p> | |
| <p>Note 2: Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.</p> | |
| <p>Note 3: Enrolled Affiliate acknowledges that in order to use a third party to reimagine the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See the Product List for details.</p> | |
| <p>Note 4: Enrolled Affiliate acknowledges that in order to use a third party to reimagine the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. See the Product List for details.</p> | |
| <p>Note 5: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.</p> | |

**Enterprise
Sub 250 Program
Amendment ID W29**

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

The parties agree that the Enrollment is amended as follows:

1. On the first page of the Enrollment, the following is added after the second paragraph:

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 250 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD-ROMs as part of the Enrollment and therefore no CD-ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD-ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. Section 2a of the Enrollment titled "Order Requirements" is hereby amended and restated in its entirety with the following:

- a. **Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.
 - (i) **Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.
 - (ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.
 - (iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
 - (iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

3. Software Assurance renewal.

| | |
|--|--------------------------|
| Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box. | <input type="checkbox"/> |
|--|--------------------------|



By checking the above box, a new section is added to the Enrollment entitled "Software Assurance addition."

Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program's identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

| Program | License ID Number | Expiration Date |
|---------|-------------------|-----------------|
| | | |
| | | |
| | | |
| | | |

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

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



Program Signature Form

MBA/MBSA number

Agreement number

01E73861


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> | |
| <Choose Agreement> | |
| <Choose Agreement> | |
| <Choose Agreement> | |
| <Choose Agreement> | |
| Enterprise Enrollment | X20-12057 (new) |
| <Choose Enrollment/Registration> | |
| <Choose Enrollment/Registration> | |
| <Choose Enrollment/Registration> | |
| <Choose Enrollment/Registration> | |
| Product Selection Form | 0434356.003 |
| Amendment | W29 (new) |
| | |
| | |

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

| Customer | |
|---|---|
| Name of Entity (must be legal entity name)* | Village of Wilmette |
| Signature* |  |
| Printed First and Last Name* | Stephen Lazzarus |
| Printed Title | Procurement Specialist |
| Signature Date* | Feb 25, 2016 |
| Tax ID | 36-6006158 |

*Indicates required field

| Microsoft Affiliate | |
|--|---|
| Signature _____ |  Microsoft Microsoft Corporation FEB 29 2016 Kyle Perez Duly Authorized on behalf of Microsoft Corporation |
| Printed First and Last Name _____ | |
| Printed Title _____ | |
| Signature Date _____ (date Microsoft Affiliate countersigns) | |
| Agreement Effective Date <u>3/1/2016</u> (may be different than Microsoft's signature date) | |

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

| Customer |
|---|
| Name of Entity (must be legal entity name)* _____ |
| Signature* _____ |
| Printed First and Last Name* _____ |
| Printed Title _____ |
| Signature Date* _____ |

* Indicates required field

| Outsourcer |
|---|
| Name of Entity (must be legal entity name)* _____ |
| Signature* _____ |
| Printed First and Last Name* _____ |
| Printed Title _____ |
| Signature Date* _____ |

* 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