

Enterprise Enrollment (indirect)

State and Local

Enterprise Agreement number <i>Reseller or Microsoft affiliate to complete</i>	01E62044	Previous enrollment number (if renewing Software Assurance*) <i>Reseller to complete</i>	
Enrollment number <i>Microsoft affiliate to complete</i>		Earliest expiring previous enrollment end date <i>Reseller to complete</i>	
Reseller purchase order number <i>Reseller to complete</i>			

* If consolidating from multiple previous enrollments with Software Assurance, complete the multiple previous enrollment form. Enterprise products can only be renewed from a qualifying enrollment. Additional products can be renewed from any previous enrollment with Software Assurance

This Microsoft Enterprise Enrollment is entered into between the following entities signing, as of the effective date identified below.

Definitions. When used in this enrollment, "you" refers to the entity that signs this enrollment with us, and "we" or "us" refers to the Microsoft entity that signs this enrollment.

"qualifying enrollment," means (i) an enterprise enrollment under a Microsoft Enterprise Agreement; (ii) any enterprise subscription enrollment entered into under a separate Microsoft Enterprise Subscription Agreement; or (iii) any other enrollment submitted under the Microsoft Enterprise Agreement identified on the cover page.

All other definitions in the Microsoft Enterprise Agreement identified above apply here.

Effective date. If you are renewing Software Assurance from one or more previous "qualifying enrollments" then the effective date will be the day after the first Enrollment expires.

Otherwise the effective date will be the date this enrollment is signed by us. Where a previous qualifying enrollment is being used, your reseller will require that enrollment number and end date to complete the applicable boxes above.

Term. This enrollment will expire 36 full calendar months from the effective date. It could be terminated earlier or renewed as provided in the Microsoft Enterprise Agreement. We will advise you of your renewal options before it expires.

Representations and warranties. By signing this enrollment, the parties agree to be bound by the terms of this enrollment, and you represent and warrant that: (i) you have read and understand the Microsoft Business Agreement identified above (if any) and the Microsoft Enterprise Agreement, including all documents it incorporates by reference and any amendments to those documents, and agree to be bound by those terms; and (ii) you are either the entity that signed the Microsoft Enterprise Agreement or its affiliate.

Non-exclusivity. This enrollment is non-exclusive. Nothing contained in it requires you to license, use or promote Microsoft software or services exclusively. You may, if you choose, enter into agreements with other parties to license, use or promote non-Microsoft software or services.

Non-exclusivity. This enrollment is non-exclusive. Nothing contained in it requires you to license, use or promote Microsoft software or services exclusively. You may, if you choose, enter into agreements with other parties to license, use or promote non-Microsoft software or services.

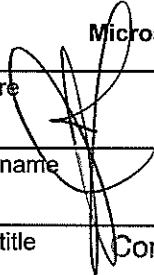
Product order. Your reseller will provide you with your product pricing and order. Your prices and billing terms for all products ordered will be determined by agreement between you and your reseller. Your reseller will provide us with your order separately from this enrollment.

Do you require media? No. Yes. If yes, attach media form.

This enrollment consists of (1) this document, and (2) the required attachments (as indicated below).

Attachments:

Required if applicable	
<input type="checkbox"/>	Media Order Form
<input type="checkbox"/>	Enterprise Desktop Terms and Conditions
<input type="checkbox"/>	Supplemental Contact Information Form
<input type="checkbox"/>	Multiple Previous Enrollment Form

<i>Customer</i>	<i>Contracting Microsoft Affiliate</i>
Name of entity * El Dorado County	Microsoft Licensing, GP
Signature *	Signature 
Printed name * Helen Baumann	Printed name Joylene Hill
Printed title * Chairman, Board of Supervisors	Printed title Contract Administrator
Signature date *	Signature date (date Microsoft affiliate countersigned) MAY 10 2007
* indicates required fields	Effective date (may be different than our signature date)

<i>Microsoft Volume Licensing web sites</i>	
(Note: We will advise you of any changes to these URLs.)	
Product use rights	http://microsoft.com/licensing/contracts
Product List	http://microsoft.com/licensing/contracts
Microsoft Volume Licensing Services (MVLS) (password protected site to view orders under this enrollment)	https://licensing.microsoft.com/
Customer guide	http://microsoft.com/licensing/programs/

<i>Notices to Microsoft should be sent to:</i>	
MSLI, GP 6100 Neil Road, Suite 210 Reno, Nevada USA 89511-1137 Dept. 551, Volume Licensing	

1. Contact information. Each party will notify the other in writing if any of the information in the following contact information section changes. The asterisks (*) indicate required fields. By providing contact information, you consent to its use for purposes of administering this enrollment by us, our affiliates, and other parties that help us administer this enrollment. The personal information you provide in connection with this enrollment will be used and protected in accordance with the privacy statement available at <http://licensing.microsoft.com>.

Primary contact information: The customer signing on the cover page must identify an individual from inside its organization to serve as the primary contact. This contact is the default administrator for this enrollment and receives all notices unless you provide us written notice of a change. The administrator may appoint others as administrators and grant others access to online information.

Customer		
Name of entity * Same as entity name on the cover page		Contact name * Last Straling First Tom
Street address * 360 Fair lane		Contact email address (required for online access) * tom.straling@edcgov.us
City * Placerville	State/Province * CA	Phone 530-621-5415
Country * United States	Postal code * 95667	Fax 530-626-6842

Notices and online access contact information: This will designate a notices and online access contact different than the primary contact. This contact will replace the default administrator for this enrollment and receive all notices. This contact may appoint other administrators and grant others access to online information.

Notices and online access contact		
<input checked="" type="checkbox"/> Same as primary contact		
Name of entity*		Contact name * Last First
Street address*		Contact email address (required for online access)*
City*	State/Province*	Phone*
Country*	Postal code*	Fax
<input type="checkbox"/> This contact is a third party (not the customer)		Warning: This contact receives personally identifiable information of the customer.

Administrator: The County Officer or employee with responsibility for administering this Agreement is Tom Straling, Technology Officer, Information Technologies Department, or successor.

Language preference: This section designates the language in which you prefer to receive notices.

English

Microsoft account manager: This section designates your Microsoft account manager contact.

Microsoft account manager name Jeff Jennings	Microsoft account manager email address jeff.Jennings@microsoft.com
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If you require a separate contact for any of the following, please check the box and attach the Supplemental Contact Information form. Otherwise, the notices contact remains the default.

<input type="checkbox"/>	<ul style="list-style-type: none"> ▪ Duplicate Electronic Contractual Notices contact ▪ Software Assurance Benefits contact ▪ MSDN contact ▪ Online Services contact
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2. Defining your enterprise.

Use this section to identify which affiliates will be included in your enterprise. Your enterprise must consist of entire government agencies, departments or legal jurisdictions, not partial government agencies, departments, or legal jurisdictions. Each affiliate must be entirely "in" or entirely "out." All affiliates acquired after the effective date of this enrollment that are not party to a qualifying enrollment of their own will automatically be included unless you fill in part b below.

a. Use this part (a) to determine which current affiliates will be included in your enterprise. Check only one of the boxes in part (a).	
<input type="checkbox"/>	You and all affiliates will be participating
<input checked="" type="checkbox"/>	You and the following affiliates will be participating (if no affiliates will be participating, write "none" on line 1) (attach a list of names on a separate piece of paper if more than 5 affiliates are being included):
1	Information Technologies
2	Human Services
3	Development Services
4	Public Health
5	Probation
<input type="checkbox"/>	You and all affiliates, except the following affiliates, will be participating (attach a list of names on a separate piece of paper if more than 5 affiliates are being excluded):
1	

Microsoft Enterprise Agreement

April 26, 2007

Additional El Dorado County Participating Affiliates:

Department of Transportation

Chief Administration Office

Human Resources

Risk Management

Board of Supervisors

County Counsel

Assessor's Department

Recorder Clerk

Elections

Department of Child Support Services

Purchasing Department

Water Agency

Agriculture

Veterans

General Services

Public Defender

2	
3	
4	
5	
<p>b. Use this part (b) to indicate whether affiliates acquired after the enrollment effective date will be included. Unless you check the box below, all affiliates acquired after the enrollment effective date that are not party to a qualifying enrollment of their own will automatically be included.</p>	
<input type="checkbox"/>	Exclude all affiliates acquired after the enrollment effective date that are not party to a qualifying enrollment of their own.

3. Selecting your language option.

Select the option for the languages in which you will run the products licensed under this enrollment. The options are identified below and their corresponding languages are identified at <http://microsoft.com/licensing/contracts>.

Check one box	
<input checked="" type="checkbox"/>	Listed Languages
<input type="checkbox"/>	All Languages

4. Language allocation.

Provide us with your good faith estimate of the specific languages in which you will run all copies of all products and the approximate percentage of those copies you will run in each language. Information that you provide here does not limit your future use of products under this enrollment in any permitted language within the language group you select above. Attach a separate sheet if more space is needed.

Language	Percentages
English	100%
	%
	%
	%

5. Applicable currency.

Payments made in connection with this enrollment must be in U.S. Dollars

6. Establishing your price level.

The price level indicated in this section will be your price level for the initial enrollment term for all enterprise products you order and for any additional products in the same pool(s). Your price level for any other additional products will be level "A".

Qualified desktops: You represent that the total number of qualified desktops in your enterprise is, or will be increased to, this number during the initial term of this enrollment (This number must be equal to at least 250 desktops).	1000
Qualified users: You represent that the total number of qualified users in your enterprise is, or will be increased to, this number during the initial term of this enrollment (This number must be equal to at least 250 users).	1000

Number of desktops/ users	Price level
250 to 2,399	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Price level (for pools in which you order an enterprise product):	Qualified desktop	Qualified user
	D	

Price level (for pools in which you do not order an enterprise product):	Price level "A"
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7. Enterprise product orders.

You must select a desktop platform or any individual enterprise product before you can order additional products. You may choose to split your Office product selection between "professional plus" and "enterprise" editions within your enterprise. Your CAL selection must be the same across your enterprise. The components of the current versions of any enterprise product are identified in the Product List.

Is your Enterprise Agreement version 6.4 or earlier? No. Yes. If yes, you will also need to attach the Enterprise Desktop Terms and Conditions.

Unless stated/indicated otherwise, we will invoice your reseller in 3 equal annual installments. The first installment will be invoiced upon our acceptance of this enrollment and thereafter on the anniversary of the enrollment. All subsequent new additional products and true-ups are billed in full.

Platform Product Selection (Select one)					
Professional Desktop		Enterprise Desktop		Custom Desktop	
<input checked="" type="checkbox"/>	Windows Desktop Operating System Upgrade Office Professional Plus Core CAL <Select>	<input type="checkbox"/>	Windows Desktop Operating System Upgrade Office Enterprise Enterprise CAL <Select>	<input type="checkbox"/>	Windows Desktop Operating System Upgrade <Select One or Both> <Select One> <Select>

Individual Enterprise Product Component Selection		
<input type="checkbox"/>	Windows Desktop Operating System Upgrade	
<input checked="" type="checkbox"/>	Office Professional Plus	
<input type="checkbox"/>	<Select>	<Select>

8. Qualifying systems licenses.

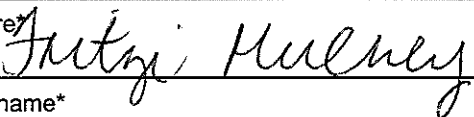
All desktop operating system licenses provided under this program are upgrade Licenses. **No full operating system licenses are available under this program.** Therefore, if you select the Desktop Platform or the Windows Desktop Operating System Upgrade & Software Assurance, all qualified desktops on which you will run the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at <http://microsoft.com/licensing>. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of your order. That list is more extensive at the time of your initial order than it is for some subsequent true ups and system refreshes during the term of your enrollment. *For example, Windows XP Home Edition or successor products are not qualifying Operating Systems.*

Your reseller should complete the following sections and sign this form where indicated.

General information

Reseller company name:* Dell Inc
Street address: (PO boxes will not be accepted)* One Dell Way RR2C Box 8109
City and State / Province and postal code:* Round Rock, TX 78682
Country:* USA
Contact name:* Fritzi Mulkey
Phone number:* 512-723-4848
Fax number: 512-283-4848
Email address:* us_microsoft_select_administrator@dell.com

The undersigned confirms that the reseller information is correct.

Name of reseller* Dell Inc
Signature 
Printed name* Fritzi Mulkey
Printed title* Licensing Specialist
Date* 2/16/07



ORIGINAL

COPY

Microsoft Enterprise **Enrollment** (indirect) – State and Local

Microsoft Business Agreement number (if applicable) <i>Reseller or Microsoft affiliate to complete</i>	N/A	Reseller purchase order number <i>Reseller to complete</i>	3664880A
Enterprise Agreement number <i>Reseller or Microsoft affiliate to complete</i>	01E62044	Previous Enterprise Enrollment number <i>Reseller to complete</i>	5256682
Enrollment number <i>Microsoft affiliate to complete</i>	3605602	Previous Enterprise Enrollment end date <i>Reseller to complete</i>	6/22/05

This Microsoft Enterprise Enrollment is entered into between the following entities. Each party will notify the other in writing if any of the information in the following table changes.

Customer			
Name of Entity County Of El Dorado		Contact Name Tom Straling <small>(This person handles access to online information, receives order confirmations, true ups, renewal and other notices, unless a different contact is provided below.)</small>	
Street Address 360 Fair Lane		Contact E-mail Address (required for online access) straling@co.el-dorado.ca.us	
City Placerville	State/Province CA	Phone (530) 621-5415	
Country U.S.A.	Postal code 95667	Fax (530) 295-2512	
Microsoft Account Manager Name Russel Buetow		Microsoft Account Manager E-mail russelb@microsoft.com	
Contracting Microsoft Affiliate			
Microsoft Licensing, GP - 6100 Neil Road, Suite 210 - Reno, Nevada USA 89511-1137 - Dept. 551, Volume Licensing			

If online access and notices should be provided to someone or some place other than above, complete this section:		
Name of Entity	Contact Name	
Street address	Contact E-mail Address (required for online access)	
City	State/Province	Phone
Country	Postal Code	Fax

If duplicate electronic contractual notices should be provided to someone or some place in addition to the above, complete this section:

Name of Entity		Contact Name
Street Address		Contact Email Address (required for electronic notice)
City	State/Province	Phone
Country	Postal Code	Fax

Definitions. As used in this enrollment, "you" refers to the entity that signs this enrollment with us, and "we" or "us" refers to the Microsoft entity that signs this enrollment. All other definitions in the Microsoft Enterprise Agreement identified above apply here.

Effective Date. If you are renewing Software Assurance from one or more previous "Enterprise Enrollments" (as defined in subsection 3(a) (Placing the initial order) of the Microsoft Enterprise Agreement identified above), then the effective date will be the day after the expiration of the first of those Enterprise Enrollments to expire. Otherwise the effective date will be the date this enrollment is signed by us. Where a previous Enterprise Enrollment is being used, your reseller will require the Enterprise Enrollment number and end date to complete the applicable boxes above.

Term. This enrollment will expire 36 full calendar months from the effective date indicated below unless terminated earlier or renewed as provided in the Microsoft Enterprise Agreement. We will provide you with written notice 60 days prior to expiration of the initial enrollment or renewal term advising you of your renewal options. For a description of renewal options, see subsection 12(e) of the Microsoft Enterprise Agreement (How to renew an enrollment).

Representations and Warranties. By signing this enrollment, the parties agree to be bound by the terms of this enrollment, and you represent and warrant that: (i) you have read and understand the Microsoft Business Agreement identified above (if any) and the Microsoft Enterprise Agreement, including any amendments to those documents, and the product use rights, and agree to be bound by those terms; (ii) you are either the entity that signed the Microsoft Enterprise Agreement or its affiliate; (iii) you have 250 or more qualified desktops; and (iv) the information that you provide on this cover page and each of the attached forms is accurate.

Non-exclusivity. This enrollment is non-exclusive. Nothing contained in it requires you to license, use or promote Microsoft software or services exclusively. You may, if you choose, enter into agreements with other parties to license, use or promote non-Microsoft software or services.


Microsoft Volume Licensing Web Sites

(Note: We will advise you of any changes to these URLs.)

Product Use Rights	http://microsoft.com/licensing/resources
Product List	http://microsoft.com/licensing/resources
Microsoft Volume Licensing Services (MVLS) (password protected site to view orders under this enrollment)	https://licensing.microsoft.com

Notices to Microsoft should be sent to:	Copies should be sent to:
Microsoft Licensing, GP 6100 Neil Road, Suite 210 Reno, Nevada USA 89511-1137 Dept. 551, Volume Licensing	Microsoft Law and Corporate Affairs One Microsoft Way Redmond, WA 98052 USA Volume Licensing Group (425) 936-7329 fax

This enrollment consists of (1) this cover page, (2) the Enterprise Order Form, and (3) the Reseller Information Form.

Customer	Contracting Microsoft Affiliate
Name Laura Gill	Microsoft Licensing, GP
Signature <i>Laura A. Gill</i>	Signature 
Printed Name Laura S. Gill	Printed Name Jasper Van Solinge
Printed Title Chief Administrative Officer	Printed Title Contract Administrator
Signature Date 06/15/04	Signature Date (date Microsoft affiliate countersigns) 6/21/04
	Effective Date (may be different than our signature date) JUN 21 2004

Enterprise Order Form

1. Defining your enterprise.

Use this section to identify which affiliates will be included in your enterprise. Your enterprise must consist of entire government agencies, departments or legal jurisdictions, not partial government agencies, departments, or legal jurisdictions. Each affiliate must be entirely "in" or entirely "out." All affiliates acquired after the effective date of this enrollment that are not party to an Enterprise Enrollment of their own will automatically be included unless you fill in part b below (when we refer to an Enterprise Enrollment in this section 1, we mean either (i) a Microsoft Enterprise Select Agreement; (ii) an enterprise enrollment entered into under a separate Microsoft Select Master Agreement or Microsoft Enterprise Agreement; (iii) an enterprise subscription enrollment under a separate Microsoft Enterprise Subscription Agreement; or (iv) any other enrollment submitted under the Microsoft Enterprise Agreement identified on the cover page).

a. Use this part (a) to determine which current affiliates will be included in your enterprise. Check <u>only one</u> of the boxes in part (a).	
<input type="checkbox"/>	You and all affiliates will be participating
<input checked="" type="checkbox"/>	You and the following affiliates will be participating (if no affiliates will be participating, write "none" on line 1) (attach a list of names on a separate piece of paper if more than 5 affiliates are being included):
1	CAO
2	Child Support Services
3	Information Services
4	Public Health
5	Planning plus, see attached
<input type="checkbox"/> You and all affiliates, except the following affiliates, will be participating (attach a list of names on a separate piece of paper if more than 5 affiliates are being excluded):	
1	
2	
3	
4	
5	
b. Use this part (b) to indicate whether affiliates acquired after the enrollment effective date will be included. Unless you check the box below, all affiliates acquired after the enrollment effective date that are not party to an Enterprise Enrollment of their own will automatically be included.	
<input type="checkbox"/>	Exclude all affiliates acquired after the enrollment effective date that are not party to an Enterprise Enrollment of their own.

Recorders Office
Surveyors
Water Agency

Enterprise Order Form

2. Selecting your language option.

Your selection below will determine the languages in which you may run the products licensed under this enrollment. If you select "Listed Languages," you may run (i) all copies of each of your products in any of the languages identified as "Listed Languages" below, and (ii) up to 10% of the copies of each of your products in any of the languages identified as "Restricted Languages" below. If you select "All Languages," you may run all copies of your products in any of the "Listed Languages" and any of the "Restricted Languages."

Check only one of the boxes below to indicate your language option

Listed Languages

All Languages

"Listed Languages"	
Arabic	Korean
Simplified Chinese	Japanese
Traditional Chinese	Polish
Czech	Portuguese (Brazil)
English ¹	Russian
French Canadian	Turkish
Hebrew	Thai
Hungarian	Spanish ²

"Restricted Languages"	
Danish	Greek
Dutch	Italian
English ³	Norwegian
Finnish	Portuguese (Portugal)
French	Spanish ⁴
German	Swedish

¹ English is a "Listed Language," except when restricted as described in the "Restricted Languages" list (see footnote 3)

² Spanish is a "Listed Language," only if this enrollment is signed in Latin America

³ English is a "Restricted Language" if this enrollment is signed in Austria, Belgium, Denmark, France, Finland, Germany, Ireland, Italy, Luxembourg, Netherlands, Norway, Portugal, United Kingdom, Switzerland, Sweden, or Spain

⁴ Spanish is a "Restricted Language" unless this enrollment is signed in Latin America

3. Language allocation.

Provide us with your good faith estimate of the specific languages in which you will run all copies of all products and the approximate percentage of those copies you will run in each language. Information that you provide here does not limit your future use of products under this enrollment in any permitted language within the language group you select above. Attach a separate sheet if more space is needed.

Language	Percentages
English	100 %
	%
	%
	%

Enterprise Order Form

4. Applicable currency.

The currency we accept is based on the country in which you are located. All payments must be made under this enrollment in the accepted currency.

Find your accepted currency in the Currency Table below and fill in this box.
Type of currency: U.S. Dollars

Currency Table:

Currency	Accepted in Country
Australian Dollars	Australia
Canadian Dollars	Canada
Danish Krone	Denmark
EUROs	Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Greece, Italy, Luxembourg, Netherlands, Norway, Portugal, Spain, Switzerland, Sweden, and United Kingdom
Japanese Yen	Japan
Korean Won	Korea
New Zealand Dollars	New Zealand
Norwegian Krone	Norway
Pounds Sterling	United Kingdom
Swedish Krona	Sweden
Swiss Francs	Switzerland
Taiwan Dollars	Taiwan
US Dollars	United States, Latin America, Asia (except Japan, Korea, and Taiwan), Eastern Europe, Middle East, Africa

5. Establishing your price level.

The price level indicated in box 5(b) will be your price level for the initial enrollment term all enterprise products and for any additional products in any pool in which you have ordered an enterprise product. For additional products in any pool in which you have not ordered an enterprise product, your price level will be level "A".

Complete steps 1 and 2 below to determine your price level(s) for the enterprise product(s) and additional product(s) you order under this enrollment.	
Step 1: Enter the number of qualified desktops you have in your enterprise in box 5(a).	
Qualified Desktops: You represent that the total number of qualified desktops in your enterprise is, or will be increased to, this number during the initial term of this enrollment. (This number must be equal to at least 250 desktops.)	418
Step 2: Find the price level for the number of desktops you entered in 5(a) and enter that price level in box 5(b).	

Number of Desktops	Price Level
250 to 2,399	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Price Level (for pools in which you order an enterprise product):	5(b) D
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Price Level (for pools in which you do not order an enterprise product):	5(c) Price Level "A"
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6. Enterprise Product Orders.

The prices stated below are for your reference only. Your prices and payment terms for all products ordered will be determined by agreement between you and your reseller.

Enterprise Order Form

a. Initial order for enterprise products.

The license reference prices for the enterprise products covered by your initial order are set forth below. We will invoice your reseller in three equal annual installments. The first installment will be invoiced upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. You must choose the Enterprise Desktop Professional Platform (which is composed of all three of the individual enterprise products) or at least one of the individual enterprise products before selecting any additional products in section 7 (Additional product orders) below.

Complete the table below by filling in the blanks.	
Column 2:	Place a check next to either the Enterprise Desktop Professional Platform or one or more of the individual enterprise products you choose to license.
Column 4:	Next to each enterprise product you selected, insert "L&SA" in column 4 unless you are eligible to order Software Assurance only (in which case you may insert the words "SA only" in this column). To determine if you are eligible to order Software Assurance only for any product, refer to subsection 3(a) of the Microsoft Enterprise Agreement (Placing the initial order).
Column 5:	Your reseller or Microsoft account manager will provide the annual enterprise product per desktop license reference price in this column.
Column 6:	Your reseller or Microsoft account manager will multiply column 5 by the number of qualified desktops in box 5(a) above to compute the annual enterprise product license reference price.
Column 7:	Your reseller or Microsoft account manager will multiply column 6 by 3 (for the 3 year term) to compute the total enterprise product license reference price.
Box 8:	Your reseller or Microsoft account manager will add the rows in column 6 to compute the total initial annual enterprise product order reference price.

Enterprise Product Selection Table:

1 Enterprise Product	2 v	3 Product Pool (Applications, Systems, Servers)	4 Product Type	5 Annual enterprise product per desktop reference price	6 Annual enterprise product reference price	7 Total enterprise product reference price
Enterprise Desktop Professional Platform		All pools			\$0.00	\$0.00
*Office Professional	✓	Applications	SA only	\$91	\$38,038.00	\$114,114.00
Windows Desktop Operating System Upgrade	✓	Systems	SA only	\$37	\$15,466.00	\$46,398.00
<i>backoffice</i> *Core Client Access License	✓	Servers	SA only	\$46	\$19,228.00	\$57,684.00
Total Initial Annual Enterprise Product Reference Price: (add column (6) for the enterprise products chosen above)					8 \$72,732.00	
* The components of the current version of Office Professional, and the current versions of the components that make up the Core CAL, are identified in the Product List.						

Enterprise Order Form

b. True up orders for enterprise products.

The license reference price for the enterprise products covered by any true up orders submitted during the initial term is set forth below. That license price is based on the price level identified in box 5(b) above. We will invoice your reseller in total upon our acceptance of each true up order.

Columns 2- 4:	We will provide the true up license reference prices for each anniversary through your reseller, who will complete the table below. License prices will be filled in only for products ordered in subsection 6(a) (Initial Order for Enterprise Products).
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Enterprise Product True Up Price Table:

1 Enterprise Product	2 First year true up reference price	3 Second year true up reference price	4 Third year true up reference price
Enterprise Desktop Professional Platform			
Office Professional	\$411	\$342	\$272
Windows Desktop Operating System Upgrade	\$129	\$101	\$73
<i>Backoffice</i> Core-Client-Access License	\$227	\$192	\$157

c. Qualifying systems licenses.

All desktop operating system licenses provided under this program are upgrade Licenses. Therefore, if you select the Enterprise Desktop Professional Platform or the Windows Desktop Operating System Upgrade & Software Assurance, all qualified desktops on which you will run 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>. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of your order. That list is more extensive at the time of your initial order than it is for some subsequent true ups and system refreshes during the term of your enrollment.

7. Additional Product Orders.

The license prices stated below are for your reference only. Your prices and payment terms for all products ordered will be determined by agreement between you and your reseller.

a. Initial order for additional products.

The license reference prices for each additional product covered by your initial order are listed in the table below. We will invoice your reseller in three equal annual installments. The first installment will be invoiced upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. You may license additional products by entering the names and quantities for the products of your choice in the Additional Product Selection table. For a list of the available additional products, contact your reseller.

Enterprise Order Form

Complete the table below by filling in the blanks.	
Column 1:	List the additional products you wish to license in your initial order. If you choose to license more than 10 additional products, attach a separate sheet with the information required below.
Column 2:	Next to each additional product you select, insert "L&SA" in column 2 unless you are eligible to order Software Assurance only (in which case you may insert the words "SA only" in this column). To determine if you are eligible to order Software Assurance only for any product, refer to subsection 4(a) of the Microsoft Enterprise Agreement (Placing the initial order). If you order some L&SA and some Software Assurance for the same product, list the product twice below using a separate line for each product type.
Column 3:	Indicate the product pool for each of the additional products that you selected in column 1. Consult the Product List to determine the appropriate product pool for each additional product.
Column 4:	Enter the license price level for the appropriate pool for each additional product from box 5(b) or 5(c), as applicable.
Column 5:	Enter the appropriate quantity of licenses for each additional product you choose to license.
Column 6:	Your reseller or Microsoft account manager will provide the annual additional product per license reference price in this column. The license reference price will be based on the price level for that additional product as identified in box 5(b) or 5(c), as applicable.
Column 7:	Your reseller or Microsoft account manager will multiply column 5 by column 6 to compute the annual additional product license reference price.
Column 8:	Your reseller or Microsoft account manager will multiply column 7 by 3 (for the 3 year term) to compute the total additional product license reference price.
Box 9:	Your reseller or Microsoft account manager will add the rows in column 7 to compute the total initial annual additional product license reference price.

Additional Product Selection Table:

1 Additional Product	2 Product Type	3 Product Pool	4 Price Level	5 Quantity	6 Annual additional product per license reference price	7 Annual additional product reference price	8 Total additional product reference price
D87-01251	L&SA	Applications	D	15	\$184	\$2,760.00	\$8,280.00
R19-00094	L&SA	Servers	D	50	\$34	\$1,700.00	\$5,100.00
P73-00202	L&SA	Servers	D	4	\$305	\$1,220.00	\$3,660.00
P72-00164	L&SA	Servers	D	4	\$989	\$3,956.00	\$11,868.00
228-01721	L&SA	Servers	D	2	\$2,025	\$4,050.00	\$12,150.00
076-02036	L&SA	Applications	D	6	\$219	\$1,314.00	\$3,942.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
Total Initial Annual Additional Product Reference Price:						9 \$15,000.00	

Enterprise Order Form

b. Subsequent additional product orders.

The license reference price for any new additional product not initially included in your enrollment will be the then current reference price for your price level for that product as of the date of your order. We will invoice your reseller in total upon our acceptance of your order. Once you have placed the first order for copies of a new additional product, you may run additional copies of that product at any time and order them as described in subsection 7(c) (True Up Orders for Additional Products).

c. True up orders for additional products.

The license reference price for additional products initially included in your enrollment and covered by any true up order submitted during the initial term is set forth below. That license reference price is based on the price level identified in the box in 5(b) or 5(c) above, as applicable. The true up license reference price for any new additional products will be the then current true up reference price for your price level for that product as of the date of your first order for that product. We will invoice your reseller in total upon our acceptance of your true up order.

Complete the table below by filling in the blanks.	
Column 1:	Enter each of the additional products you selected in subsection 7(a) (Initial Order for Additional Products) here. If you have chosen to license more than 10 additional products, attach a separate sheet.
Columns 2 - 4:	Your reseller or Microsoft account manager will provide the true up license reference prices for each anniversary in these columns.

Additional Product True Up Price Table:

1 Additional Product	2 First-year true up reference price	3 Second-year true up reference price	4 Third-year true up reference price
D87-01251	\$505	\$420	\$335
R19-00094	\$95	\$80	\$66
P73-00202	\$848	\$718	\$588
P72-00164	\$2,754	\$2,331	\$1,907
228-01721	\$5,641	\$4,773	\$3,906
076-02036	\$605	\$503	\$401

8. First-year order summary

The table below summarizes information about your order collected elsewhere in this enrollment, as well as information necessary for us to process that order. This table should be completed for customers with 250-750 desktops and other customers whose resellers are not receiving a Channel Price Sheet from us. The part number and price level information required below is provided to your reseller on the Enterprise

Enterprise Order Form

Agreement Price List. The language option for each of the products that will be invoiced to your reseller will be what you selected in section 2 (Selecting your language option).

Your reseller will complete the table below on your behalf.

(The month in which you sign this enrollment, unless your signature date precedes our signature date by more than 30 days. In that case, it will be the month in which we sign the enrollment.)

Price list month

June 04

(Reference prices below correspond to the "Add at Signing" purchase period on the product price list.)

Purchase period

"Add at Signing"

Column 1:	Insert the Microsoft part number for the products selected in sections 6(a) and 7(a).
Column 2:	For enterprise products, enter the same product type as entered in subsection 6(a). For additional products, enter the same product type as entered in subsection 7(a).
Column 3:	Insert the Microsoft offering ("enterprise" for each of the products you selected in subsection 6(a), and "additional" for each of the products you selected in subsection 7(a)).
Column 4:	For enterprise products, enter the price level as entered in box 5(b). For the additional products, enter the price level as entered in box 5(b) or 5(c), as applicable.
Column 5:	For each product, enter the intended country of use. Refer to subsection 2(e) of the Microsoft Enterprise Agreement (Reporting Country of Use) if you have questions. For any product which you intend to run in more than one country, enter the information for that product on separate lines in the table below for each intended country of use.
Column 6:	For each enterprise product, enter the qualified desktop count entered in box 5(a). For additional products, enter the quantity for each additional product as entered in subsection 7(a) (Initial Order for Additional Products).

Enterprise and Additional Product Billing Summary:

1 Microsoft Part Number	2 Product Type	3 Offering	4 Price Level	5 Country of Use	6 Quantity
269-05925	SA only	Enterprise	D	U.S.A.	418
E85-01014	SA only	Enterprise	D	U.S.A.	418
377-01686	SA only	Enterprise	D	U.S.A.	418
D87-01251	L&SA	Additional	D	U.S.A.	15
R19-00094	L&SA	Additional	D	U.S.A.	50
P73-00202	L&SA	Additional	D	U.S.A.	4
P72-00164	L&SA	Additional	D	U.S.A.	4
228-01721	L&SA	Additional	D	U.S.A.	2
076-02036	L&SA	Additional	D	U.S.A.	6
				U.S.A.	
				U.S.A.	
				U.S.A.	

Enterprise Order Form

9. *Renewal orders.*

For any 36-month renewal, your renewal order will be invoiced to your reseller in three annual installments. The first installment will be invoiced upon our acceptance of the renewal order; the remaining installments will be invoiced at the next two anniversaries of the effective date of that renewal term. For any 12-month renewal and for any true up orders, we will invoice your reseller in total upon our acceptance of your order.


Reseller Information Form

Your reseller should complete the following sections and sign this form where indicated.

General information

Reseller Company Name:	Dell Inc	
Street Address:	One Dell Way	
City and State / Province and Postal Code:	Round Rock, TX	78682
Country:	USA	
Contact Name:	Ron McAllister	
Phone Number:	(512) 728-8289	
Fax Number:	(512) 283-9287	
Email Address:	us_microsoft_select_administrator@dell.com	

The undersigned confirms that the reseller information is correct.

Name of Reseller	Dell Inc
Signature	
Printed Name	Fritzi Mulkey
Printed Title	Licensing Specialist
Date	6/15/04

Appendix

Media Shipping Information Form - Starter CD Kit

Enrollment Information		Reseller Contact	
Agreement # (Reseller or Microsoft affiliate to complete)	01E62044	Company Name:	Bell
Enrollment # (Microsoft affiliate to complete)	3605602	Contact Name:	Linda Horton
Customer Contact Name:		Contact Email:	Linda.Horton@bell.com
		Contact Phone:	8002893355x33059

At your option, Starter CD kits and CD-ROM subscriptions relating to your Enterprise Enrollment (identified above) will be shipped to the address set out below. Terms used but not defined in this form have the meanings given to them in your enrollment.

CD Kit Ship To Information (* indicates required information)	
Customer Name *	Contact Name *
Street Address *	Contact Email Address *
City and State / Province *	Contact Phone Number *
Country and Postal Code	Contact Fax Number

If you choose below to receive media, then upon our acceptance of your enrollment, we will send you your starter CD kit in the language(s) you select. This starter CD kit will be provided at no additional charge, in order to permit you to exercise the license rights granted under your enrollment and the related Enterprise Agreement. You may also subscribe to updates in the form of CDs, or upon reasonable notice, electronic download or similar other means. If you need additional CD kits and updates, you may order these through your reseller for a fee. For a complete list of the contents of any kit, visit the web site at <http://selectug.mslicense.com>.

- | | |
|---|---|
| <input type="checkbox"/> I want to receive a starter CD kit (media) | <input type="checkbox"/> I want to subscribe to receive kit updates |
| <input checked="" type="checkbox"/> I do not want to receive a starter CD Kit (media) | <input checked="" type="checkbox"/> I do not want to subscribe to receive kit updates |

The charges for any purchased media may be subject to sales taxes based upon where media delivery occurs. If you are exempt from sales taxes in the media delivery location, please provide the applicable sales tax exemption documentation with your enrollment.

Appendix

Media Shipping Information Form – Starter CD Kit (Continued)

<i>For each language and group you wish to receive, mark the corresponding box with an X</i>		
Language	Enterprise Kit	Mapping Kit*
English	<input type="checkbox"/>	<input type="checkbox"/>
English/MultiLanguage**	<input type="checkbox"/>	
Arabic	<input type="checkbox"/>	
Brazilian Portuguese	<input type="checkbox"/>	
Chinese Simplified ***	<input type="checkbox"/>	
Chinese Traditional	<input type="checkbox"/>	
Chinese Traditional Hong Kong/Pan-Chinese	<input type="checkbox"/>	
Czech	<input type="checkbox"/>	
Danish	<input type="checkbox"/>	
Dutch	<input type="checkbox"/>	
Finnish	<input type="checkbox"/>	
French	<input type="checkbox"/>	<input type="checkbox"/>
German	<input type="checkbox"/>	<input type="checkbox"/>
Greek	<input type="checkbox"/>	
Hebrew	<input type="checkbox"/>	
Hungarian	<input type="checkbox"/>	
Italian	<input type="checkbox"/>	<input type="checkbox"/>
Japanese	<input type="checkbox"/>	
Korean	<input type="checkbox"/>	
Norwegian	<input type="checkbox"/>	
Polish	<input type="checkbox"/>	
Portuguese	<input type="checkbox"/>	
Russian	<input type="checkbox"/>	
Spanish	<input type="checkbox"/>	<input type="checkbox"/>
Swedish	<input type="checkbox"/>	
Thai	<input type="checkbox"/>	
Turkish	<input type="checkbox"/>	
<p>* Mapping Kit is not available for use in or shipment to, India, Hong Kong SAR, Macau SAR, China, Morocco, Pakistan, and Turkey</p> <p>** Before installing any of the Multilanguage Packs, the English version of the product must first be installed. If you order English/Multilanguage, you must also order English</p> <p>*** Chinese Simplified Enterprise Kit does not include Windows Professional. Contact your reseller for separate fulfillment of Windows Professional media in Chinese Simplified.</p>		
		= Not Available

Microsoft Enterprise **Enrollment** (indirect) – State and Local

Microsoft Business Agreement number (if applicable) <i>Reseller or Microsoft affiliate to complete</i>	N/A	Reseller purchase order number <i>Reseller to complete</i>	3664883A
Enterprise Agreement number <i>Reseller or Microsoft affiliate to complete</i>	01E62044	Previous Enterprise Enrollment number <i>Reseller to complete</i>	2836682
Enrollment number <i>Microsoft affiliate to complete</i>	5935502	Previous Enterprise Enrollment end date <i>Reseller to complete</i>	6/22/05

This Microsoft Enterprise Enrollment is entered into between the following entities. Each party will notify the other in writing if any of the information in the following table changes.

Customer			
Name of Entity County Of El Dorado		Contact Name Tom Strating <small>(This person handles access to online information, receives order confirmations, true ups, renewal and other notices, unless a different contact is provided below.)</small>	
Street Address 360 Fair Lane		Contact E-mail Address (required for online access) straling@co.el-dorado.ca.us	
City Placerville	State/Province CA	Phone (530) 621-5415	
Country U.S.A.	Postal code 95667	Fax (530) 295-2512	
Microsoft Account Manager Name Russel Buetow		Microsoft Account Manager E-mail russelb@microsoft.com	
Contracting Microsoft Affiliate			
Microsoft Licensing, GP - 6100 Neil Road, Suite 210 - Reno, Nevada USA 89511-1137 - Dept. 551, Volume Licensing			

If online access and notices should be provided to someone or some place other than above, complete this section:		
Name of Entity	Contact Name	
Street address	Contact E-mail Address (required for online access)	
City	State/Province	Phone
Country	Postal Code	Fax

If duplicate electronic contractual notices should be provided to someone or some place in addition to the above, complete this section:

Name of Entity		Contact Name
Street Address		Contact Email Address (required for electronic notice)
City	State/Province	Phone
Country	Postal Code	Fax

Definitions. As used in this enrollment, "you" refers to the entity that signs this enrollment with us, and "we" or "us" refers to the Microsoft entity that signs this enrollment. All other definitions in the Microsoft Enterprise Agreement identified above apply here.

Effective Date. If you are renewing Software Assurance from one or more previous "Enterprise Enrollments" (as defined in subsection 3(a) (Placing the initial order) of the Microsoft Enterprise Agreement identified above), then the effective date will be the day after the expiration of the first of those Enterprise Enrollments to expire. Otherwise the effective date will be the date this enrollment is signed by us. Where a previous Enterprise Enrollment is being used, your reseller will require the Enterprise Enrollment number and end date to complete the applicable boxes above.

Term. This enrollment will expire 36 full calendar months from the effective date indicated below unless terminated earlier or renewed as provided in the Microsoft Enterprise Agreement. We will provide you with written notice 60 days prior to expiration of the initial enrollment or renewal term advising you of your renewal options. For a description of renewal options, see subsection 12(e) of the Microsoft Enterprise Agreement (How to renew an enrollment).

Representations and Warranties. By signing this enrollment, the parties agree to be bound by the terms of this enrollment, and you represent and warrant that: (i) you have read and understand the Microsoft Business Agreement identified above (if any) and the Microsoft Enterprise Agreement, including any amendments to those documents, and the product use rights, and agree to be bound by those terms; (ii) you are either the entity that signed the Microsoft Enterprise Agreement or its affiliate; (iii) you have 250 or more qualified desktops; and (iv) the information that you provide on this cover page and each of the attached forms is accurate.

Non-exclusivity. This enrollment is non-exclusive. Nothing contained in it requires you to license, use or promote Microsoft software or services exclusively. You may, if you choose, enter into agreements with other parties to license, use or promote non-Microsoft software or services.

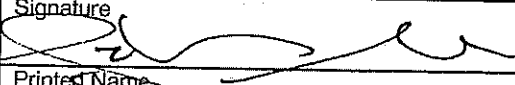
Microsoft Volume Licensing Web Sites

(Note: We will advise you of any changes to these URLs.)

Product Use Rights	http://microsoft.com/licensing/resources
Product List	http://microsoft.com/licensing/resources
Microsoft Volume Licensing Services (MVLS) (password protected site to view orders under this enrollment)	https://licensing.microsoft.com

Notices to Microsoft should be sent to:	Copies should be sent to:
Microsoft Licensing, GP 6100 Neil Road, Suite 210 Reno, Nevada USA 89511-1137 Dept. 551, Volume Licensing	Microsoft Law and Corporate Affairs One Microsoft Way Redmond, WA 98052 USA Volume Licensing Group (425) 936-7329 fax

This enrollment consists of (1) this cover page, (2) the Enterprise Order Form, and (3) the Reseller Information Form.

Customer	Contracting Microsoft Affiliate
Name Laura Gill	Microsoft Licensing, GP
Signature x <i>Laura S. Gill</i>	Signature 
Printed Name x Laura S. Gill	Printed Name Jasper Van Solinge
Printed Title x Chief Administrative Officer	Printed Title Jasper Van Solinge Contract Administrator
Signature Date x 06/15/04	Signature Date (date Microsoft affiliate countersigns) 6/26/04
	Effective Date (may be different than our signature date) JUN 21 2004

Enterprise Order Form

1. Defining your enterprise.

Use this section to identify which affiliates will be included in your enterprise. Your enterprise must consist of entire government agencies, departments or legal jurisdictions, not partial government agencies, departments, or legal jurisdictions. Each affiliate must be entirely "in" or entirely "out." All affiliates acquired after the effective date of this enrollment that are not party to an Enterprise Enrollment of their own will automatically be included unless you fill in part b below (when we refer to an Enterprise Enrollment in this section 1, we mean either (i) a Microsoft Enterprise Select Agreement; (ii) an enterprise enrollment entered into under a separate Microsoft Select Master Agreement or Microsoft Enterprise Agreement; (iii) an enterprise subscription enrollment under a separate Microsoft Enterprise Subscription Agreement; or (iv) any other enrollment submitted under the Microsoft Enterprise Agreement identified on the cover page).

a. Use this part (a) to determine which current affiliates will be included in your enterprise. Check <u>only one</u> of the boxes in part (a).	
<input type="checkbox"/>	You and all affiliates will be participating
<input checked="" type="checkbox"/>	You and the following affiliates will be participating (if no affiliates will be participating, write "none" on line 1) (attach a list of names on a separate piece of paper if more than 5 affiliates are being included):
1	Agriculture
2	Assessors
3	Board of Supervisors
4	DOT
5	
You and all affiliates, except the following affiliates, will be participating (attach a list of names on a separate piece of paper if more than 5 affiliates are being excluded):	
1	
2	
3	
4	
5	
b. Use this part (b) to indicate whether affiliates acquired after the enrollment effective date will be included. Unless you check the box below, all affiliates acquired after the enrollment effective date that are not party to an Enterprise Enrollment of their own will automatically be included.	
	Exclude all affiliates acquired after the enrollment effective date that are not party to an Enterprise Enrollment of their own.

Enterprise Order Form

2. Selecting your language option.

Your selection below will determine the languages in which you may run the products licensed under this enrollment. If you select "Listed Languages," you may run (i) all copies of each of your products in any of the languages identified as "Listed Languages" below, and (ii) up to 10% of the copies of each of your products in any of the languages identified as "Restricted Languages" below. If you select "All Languages," you may run all copies of your products in any of the "Listed Languages" and any of the "Restricted Languages."

Check only one of the boxes below to indicate your language option

Listed Languages

All Languages

"Listed Languages"	
Arabic	Korean
Simplified Chinese	Japanese
Traditional Chinese	Polish
Czech	Portuguese (Brazil)
English ¹	Russian
French Canadian	Turkish
Hebrew	Thai
Hungarian	Spanish ²

"Restricted Languages"	
Danish	Greek
Dutch	Italian
English ³	Norwegian
Finnish	Portuguese (Portugal)
French	Spanish ⁴
German	Swedish

¹ English is a "Listed Language," except when restricted as described in the "Restricted Languages" list (see footnote 3)

² Spanish is a "Listed Language," only if this enrollment is signed in Latin America

³ English is a "Restricted Language" if this enrollment is signed in Austria, Belgium, Denmark, France, Finland, Germany, Ireland, Italy, Luxembourg, Netherlands, Norway, Portugal, United Kingdom, Switzerland, Sweden, or Spain

⁴ Spanish is a "Restricted Language" unless this enrollment is signed in Latin America

3. Language allocation.

Provide us with your good faith estimate of the specific languages in which you will run all copies of all products and the approximate percentage of those copies you will run in each language. Information that you provide here does not limit your future use of products under this enrollment in any permitted language within the language group you select above. Attach a separate sheet if more space is needed.

Language	Percentages
English	100 %
	%
	%
	%

Enterprise Order Form

4. Applicable currency.

The currency we accept is based on the country in which you are located. All payments must be made under this enrollment in the accepted currency.

Find your accepted currency in the Currency Table below and fill in this box.
Type of currency: U.S. Dollars

Currency Table:

Currency	Accepted in Country
Australian Dollars	Australia
Canadian Dollars	Canada
Danish Krone	Denmark
EUROs	Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Greece, Italy, Luxembourg, Netherlands, Norway, Portugal, Spain, Switzerland, Sweden, and United Kingdom
Japanese Yen	Japan
Korean Won	Korea
New Zealand Dollars	New Zealand
Norwegian Krone	Norway
Pounds Sterling	United Kingdom
Swedish Krona	Sweden
Swiss Francs	Switzerland
Taiwan Dollars	Taiwan
US Dollars	United States, Latin America, Asia (except Japan, Korea, and Taiwan), Eastern Europe, Middle East, Africa

5. Establishing your price level.

The price level indicated in box 5(b) will be your price level for the initial enrollment term all enterprise products and for any additional products in any pool in which you have ordered an enterprise product. For additional products in any pool in which you have not ordered an enterprise product, your price level will be level "A".

Complete steps 1 and 2 below to determine your price level(s) for the enterprise product(s) and additional product(s) you order under this enrollment.	
Step 1: Enter the number of qualified desktops you have in your enterprise in box 5(a).	
Qualified Desktops: You represent that the total number of qualified desktops in your enterprise is, or will be increased to, this number during the initial term of this enrollment. (This number must be equal to at least 250 desktops.)	251 5(a)
Step 2: Find the price level for the number of desktops you entered in 5(a) and enter that price level in box 5(b).	

Number of Desktops	Price Level
250 to 2,399	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Price Level (for pools in which you order an enterprise product):	D 5(b)
---	------------------

Price Level (for pools in which you do not order an enterprise product):	Price Level "A" 5(c)
--	-----------------------------------

6. Enterprise Product Orders.

The prices stated below are for your reference only. Your prices and payment terms for all products ordered will be determined by agreement between you and your reseller.

Enterprise Order Form

a. Initial order for enterprise products.

The license reference prices for the enterprise products covered by your initial order are set forth below. We will invoice your reseller in three equal annual installments. The first installment will be invoiced upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. You must choose the Enterprise Desktop Professional Platform (which is composed of all three of the individual enterprise products) or at least one of the individual enterprise products before selecting any additional products in section 7 (Additional product orders) below.

Complete the table below by filling in the blanks.	
Column 2:	Place a check next to either the Enterprise Desktop Professional Platform or one or more of the individual enterprise products you choose to license.
Column 4:	Next to each enterprise product you selected, insert "L&SA" in column 4 unless you are eligible to order Software Assurance only (in which case you may insert the words "SA only" in this column). To determine if you are eligible to order Software Assurance only for any product, refer to subsection 3(a) of the Microsoft Enterprise Agreement (Placing the initial order).
Column 5:	Your reseller or Microsoft account manager will provide the annual enterprise product per desktop license reference price in this column.
Column 6:	Your reseller or Microsoft account manager will multiply column 5 by the number of qualified desktops in box 5(a) above to compute the annual enterprise product license reference price.
Column 7:	Your reseller or Microsoft account manager will multiply column 6 by 3 (for the 3 year term) to compute the total enterprise product license reference price.
Box 8:	Your reseller or Microsoft account manager will add the rows in column 6 to compute the total initial annual enterprise product order reference price.

Enterprise Product Selection Table:

1 Enterprise Product	2 v	3 Product Pool (Applications, Systems, Servers)	4 Product Type	5 Annual enterprise product per desktop reference price	6 Annual enterprise product reference price	7 Total enterprise product reference price
Enterprise Desktop Professional Platform		All pools			\$0.00	\$0.00
*Office Professional	✓	Applications	SA 234 LSA 17	179.80 91.04	40703 \$0.00 1598	122109 \$0.00 4693
Windows Desktop Operating System Upgrade		Systems			\$0.00	\$0.00
*Core Client Access License		Servers			\$0.00	\$0.00
Total Initial Annual Enterprise Product Reference Price: (add column (6) for the enterprise products chosen above)					42451 \$0.00	
* The components of the current version of Office Professional, and the current versions of the components that make up the Core CAL, are identified in the Product List.						

Enterprise Order Form

b. True up orders for enterprise products.

The license reference price for the enterprise products covered by any true up orders submitted during the initial term is set forth below. That license price is based on the price level identified in box 5(b) above. We will invoice your reseller in total upon our acceptance of each true up order.

Columns 2 - 4:	We will provide the true up license reference prices for each anniversary through your reseller, who will complete the table below. License prices will be filled in only for products ordered in subsection 6(a) (Initial Order for Enterprise Products).
-----------------------	--

Enterprise Product True Up Price Table:

1 Enterprise Product	2 First year true up reference price	3 Second year true up reference price	4 Third year true up reference price
Enterprise Desktop Professional Platform			
Office Professional	483.52	402.19	321
Windows Desktop Operating System Upgrade			
Core Client Access License			

c. Qualifying systems licenses.

All desktop operating system licenses provided under this program are upgrade Licenses. Therefore, if you select the Enterprise Desktop Professional Platform or the Windows Desktop Operating System Upgrade & Software Assurance, all qualified desktops on which you will run 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>. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of your order. That list is more extensive at the time of your initial order than it is for some subsequent true ups and system refreshes during the term of your enrollment.

7. Additional Product Orders.

The license prices stated below are for your reference only. Your prices and payment terms for all products ordered will be determined by agreement between you and your reseller.

a. Initial order for additional products.

The license reference prices for each additional product covered by your initial order are listed in the table below. We will invoice your reseller in three equal annual installments. The first installment will be invoiced upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. You may license additional products by entering the names and quantities for the products of your choice in the Additional Product Selection table. For a list of the available additional products, contact your reseller.

Enterprise Order Form

Complete the table below by filling in the blanks.	
Column 1:	List the additional products you wish to license in your initial order. If you choose to license more than 10 additional products, attach a separate sheet with the information required below.
Column 2:	Next to each additional product you select, insert "L&SA" in column 2 unless you are eligible to order Software Assurance only (in which case you may insert the words "SA only" in this column). To determine if you are eligible to order Software Assurance only for any product, refer to subsection 4(a) of the Microsoft Enterprise Agreement (Placing the initial order). If you order some L&SA and some Software Assurance for the same product, list the product twice below using a separate line for each product type.
Column 3:	Indicate the product pool for each of the additional products that you selected in column 1. Consult the Product List to determine the appropriate product pool for each additional product.
Column 4:	Enter the license price level for the appropriate pool for each additional product from box 5(b) or 5(c), as applicable.
Column 5:	Enter the appropriate quantity of licenses for each additional product you choose to license.
Column 6:	Your reseller or Microsoft account manager will provide the annual additional product per license reference price in this column. The license reference price will be based on the price level for that additional product as identified in box 5(b) or 5(c), as applicable.
Column 7:	Your reseller or Microsoft account manager will multiply column 5 by column 6 to compute the annual additional product license reference price.
Column 8:	Your reseller or Microsoft account manager will multiply column 7 by 3 (for the 3 year term) to compute the total additional product license reference price.
Box 9:	Your reseller or Microsoft account manager will add the rows in column 7 to compute the total initial annual additional product license reference price.

Additional Product Selection Table:

1 Additional Product	2 Product Type	3 Product Pool	4 Price Level	5 Quantity	6 Annual additional product per license reference price	7 Annual additional product reference price	8 Total additional product reference price
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
Total Initial Annual Additional Product Reference Price:						9 \$0.00	

Enterprise Order Form

Agreement Price List. The language option for each of the products that will be invoiced to your reseller will be what you selected in section 2 (Selecting your language option).

Your reseller will complete the table below on your behalf.

Price list month
 (The month in which you sign this enrollment, unless your signature date precedes our signature date by more than 30 days. In that case, it will be the month in which we sign the enrollment.)

June 04'

Purchase period
 (Reference prices below correspond to the "Add at Signing" purchase period on the product price list.)

"Add at Signing"

Column 1:	Insert the Microsoft part number for the products selected in sections 6(a) and 7(a).
Column 2:	For enterprise products, enter the same product type as entered in subsection 6(a). For additional products, enter the same product type as entered in subsection 7(a).
Column 3:	Insert the Microsoft offering ("enterprise" for each of the products you selected in subsection 6(a), and "additional" for each of the products you selected in subsection 7(a)).
Column 4:	For enterprise products, enter the price level as entered in box 5(b). For the additional products, enter the price level as entered in box 5(b) or 5(c), as applicable.
Column 5:	For each product, enter the intended country of use. Refer to subsection 2(e) of the Microsoft Enterprise Agreement (Reporting Country of Use) if you have questions. For any product which you intend to run in more than one country, enter the information for that product on separate lines in the table below for each intended country of use.
Column 6:	For each enterprise product, enter the qualified desktop count entered in box 5(a). For additional products, enter the quantity for each additional product as entered in subsection 7(a) (Initial Order for Additional Products).

Enterprise and Additional Product Billing Summary:

1 Microsoft Part Number	2 Product Type	3 Offering	4 Price Level	5 Country of Use	6 Quantity
269-05925	SA	Ent	D	U.S.A.	234
269-05924	LSA	Ent	D	U.S.A.	17
				U.S.A.	
				U.S.A.	
				U.S.A.	
				U.S.A.	
				U.S.A.	
				U.S.A.	
				U.S.A.	
				U.S.A.	
				U.S.A.	
				U.S.A.	
				U.S.A.	
				U.S.A.	
				U.S.A.	
				U.S.A.	
				U.S.A.	
				U.S.A.	
				U.S.A.	
				U.S.A.	
				U.S.A.	
				U.S.A.	

Enterprise Order Form

9. *Renewal orders.*

For any 36-month renewal, your renewal order will be invoiced to your reseller in three annual installments. The first installment will be invoiced upon our acceptance of the renewal order; the remaining installments will be invoiced at the next two anniversaries of the effective date of that renewal term. For any 12-month renewal and for any true up orders, we will invoice your reseller in total upon our acceptance of your order.

Appendix

Media Shipping Information Form - Starter CD Kit

Enrollment Information		Reseller Contact	
Agreement # (Reseller or Microsoft affiliate to complete)	01E62044	Company Name:	Dell
Enrollment # (Microsoft affiliate to complete)	5935502	Contact Name:	Linda Morton
Customer Contact Name:		Contact Email:	Linda.MORTON@dell.com
		Contact Phone:	800.289.3355 x33059

At your option, Starter CD kits and CD-ROM subscriptions relating to your Enterprise Enrollment (identified above) will be shipped to the address set out below. Terms used but not defined in this form have the meanings given to them in your enrollment.

CD Kit Ship To Information (* indicates required information)	
Customer Name *	Contact Name *
Street Address *	Contact Email Address *
City and State / Province *	Contact Phone Number *
Country and Postal Code	Contact Fax Number

If you choose below to receive media, then upon our acceptance of your enrollment, we will send you your starter CD kit in the language(s) you select. This starter CD kit will be provided at no additional charge, in order to permit you to exercise the license rights granted under your enrollment and the related Enterprise Agreement. You may also subscribe to updates in the form of CDs, or upon reasonable notice, electronic download or similar other means. If you need additional CD kits and updates, you may order these through your reseller for a fee. For a complete list of the contents of any kit, visit the web site at <http://selectug.mslicense.com>.

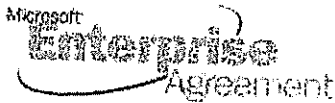
- | | |
|---|---|
| <input type="checkbox"/> I want to receive a starter CD kit (media) | <input type="checkbox"/> I want to subscribe to receive kit updates |
| <input checked="" type="checkbox"/> I do not want to receive a starter CD Kit (media) | <input checked="" type="checkbox"/> I do not want to subscribe to receive kit updates |

The charges for any purchased media may be subject to sales taxes based upon where media delivery occurs. If you are exempt from sales taxes in the media delivery location, please provide the applicable sales tax exemption documentation with your enrollment.

Appendix

Media Shipping Information Form – Starter CD Kit (Continued)

<i>For each language and group you wish to receive, mark the corresponding box with an X</i>		
Language	Enterprise Kit	Mapping Kit*
English	<input type="checkbox"/>	<input type="checkbox"/>
English/MultiLanguage**	<input type="checkbox"/>	
Arabic	<input type="checkbox"/>	
Brazilian Portuguese	<input type="checkbox"/>	
Chinese Simplified ***	<input type="checkbox"/>	
Chinese Traditional	<input type="checkbox"/>	
Chinese Traditional Hong Kong/Pan-Chinese	<input type="checkbox"/>	
Czech	<input type="checkbox"/>	
Danish	<input type="checkbox"/>	
Dutch	<input type="checkbox"/>	
Finnish	<input type="checkbox"/>	
French	<input type="checkbox"/>	<input type="checkbox"/>
German	<input type="checkbox"/>	<input type="checkbox"/>
Greek	<input type="checkbox"/>	
Hebrew	<input type="checkbox"/>	
Hungarian	<input type="checkbox"/>	
Italian	<input type="checkbox"/>	<input type="checkbox"/>
Japanese	<input type="checkbox"/>	
Korean	<input type="checkbox"/>	
Norwegian	<input type="checkbox"/>	
Polish	<input type="checkbox"/>	
Portuguese	<input type="checkbox"/>	
Russian	<input type="checkbox"/>	
Spanish	<input type="checkbox"/>	<input type="checkbox"/>
Swedish	<input type="checkbox"/>	
Thai	<input type="checkbox"/>	
Turkish	<input type="checkbox"/>	
<p>* Mapping Kit is not available for use in or shipment to, India, Hong Kong SAR, Macau SAR, China, Morocco, Pakistan, and Turkey</p> <p>** Before installing any of the Multilanguage Packs, the English version of the product must first be installed. If you order English/Multilanguage, you must also order English</p> <p>*** Chinese Simplified Enterprise Kit does not include Windows Professional. Contact your reseller for separate fulfillment of Windows Professional media in Chinese Simplified.</p>		
		= Not Available



ORIGINAL

COPY

Microsoft Enterprise **Enrollment** (indirect) – State and Local

Microsoft Business Agreement number (if applicable) <i>Reseller or Microsoft affiliate to complete</i>	N/A	Reseller purchase order number <i>Reseller to complete</i>	3664881A
Enterprise Agreement number <i>Reseller or Microsoft affiliate to complete</i>	01E62044	Previous Enterprise Enrollment number <i>Reseller to complete</i>	2836682
Enrollment number <i>Microsoft affiliate to complete</i>	4355702	Previous Enterprise Enrollment end date <i>Reseller to complete</i>	6/22/05

This Microsoft Enterprise Enrollment is entered into between the following entities. Each party will notify the other in writing if any of the information in the following table changes.

Customer			
Name of Entity County Of El Dorado		Contact Name Tom Straling <small>(This person handles access to online information, receives order confirmations, true ups, renewal and other notices, unless a different contact is provided below.)</small>	
Street Address 360 Fair Lane		Contact E-mail Address (required for online access) straling@co.el-dorado.ca.us	
City Placerville	State/Province CA	Phone (530) 621-5415	
Country U.S.A.	Postal code 95667	Fax (530) 295-2512	
Microsoft Account Manager Name Russel Buetow		Microsoft Account Manager E-mail russelb@microsoft.com	
Contracting Microsoft Affiliate			
Microsoft Licensing, GP - 6100 Neil Road, Suite 210 - Reno, Nevada USA 89511-1137 - Dept. 551, Volume Licensing			

If online access and notices should be provided to someone or some place other than above, complete this section:

Name of Entity		Contact Name
Street address		Contact E-mail Address (required for online access)
City	State/Province	Phone
Country	Postal Code	Fax

If duplicate electronic contractual notices should be provided to someone or some place in addition to the above, complete this section:

Name of Entity		Contact Name
Street Address		Contact Email Address (required for electronic notice)
City	State/Province	Phone
Country	Postal Code	Fax

Definitions. As used in this enrollment, "you" refers to the entity that signs this enrollment with us, and "we" or "us" refers to the Microsoft entity that signs this enrollment. All other definitions in the Microsoft Enterprise Agreement identified above apply here.

Effective Date. If you are renewing Software Assurance from one or more previous "Enterprise Enrollments" (as defined in subsection 3(a) (Placing the initial order) of the Microsoft Enterprise Agreement identified above), then the effective date will be the day after the expiration of the first of those Enterprise Enrollments to expire. Otherwise the effective date will be the date this enrollment is signed by us. Where a previous Enterprise Enrollment is being used, your reseller will require the Enterprise Enrollment number and end date to complete the applicable boxes above.

Term. This enrollment will expire 36 full calendar months from the effective date indicated below unless terminated earlier or renewed as provided in the Microsoft Enterprise Agreement. We will provide you with written notice 60 days prior to expiration of the initial enrollment or renewal term advising you of your renewal options. For a description of renewal options, see subsection 12(e) of the Microsoft Enterprise Agreement (How to renew an enrollment).

Representations and Warranties. By signing this enrollment, the parties agree to be bound by the terms of this enrollment, and you represent and warrant that: (i) you have read and understand the Microsoft Business Agreement identified above (if any) and the Microsoft Enterprise Agreement, including any amendments to those documents, and the product use rights, and agree to be bound by those terms; (ii) you are either the entity that signed the Microsoft Enterprise Agreement or its affiliate; (iii) you have *less than 250 and more than 100* qualified desktops; and (iv) the information that you provide on this cover page and each of the attached forms is accurate.

Non-exclusivity. This enrollment is non-exclusive. Nothing contained in it requires you to license, use or promote Microsoft software or services exclusively. You may, if you choose, enter into agreements with other parties to license, use or promote non-Microsoft software or services.

Microsoft Volume Licensing Web Sites

(Note: We will advise you of any changes to these URLs.)

Product Use Rights	http://microsoft.com/licensing/resources
Product List	http://microsoft.com/licensing/resources
Microsoft Volume Licensing Services (MVLS) (password protected site to view orders under this enrollment)	https://licensing.microsoft.com

Notices to Microsoft should be sent to:	Copies should be sent to:
Microsoft Licensing, GP 6100 Neil Road, Suite 210 Reno, Nevada USA 89511-1137 Dept. 551, Volume Licensing	Microsoft Law and Corporate Affairs One Microsoft Way Redmond, WA 98052 USA Volume Licensing Group (425) 936-7329 fax

This enrollment consists of (1) this cover page, (2) the Enterprise Order Form, and (3) the Reseller Information Form.

Customer	Contracting Microsoft Affiliate
Name LAURA GILL	Microsoft Licensing, GP
Signature x <i>Laura S. Gill</i>	Signature <i>[Signature]</i>
Printed Name x Laura S. Gill	Printed Name <i>[Signature]</i>
Printed Title x Chief Administrative Officer	Printed Title Jasper VanSolinge Contract Administrator
Signature Date x 06/15/04	Signature Date (date Microsoft affiliate countersigns) 6/21/04
	Effective Date (may be different than our signature date) 6-21-2004

Enterprise Order Form

1. Defining your enterprise.

Use this section to identify which affiliates will be included in your enterprise. Your enterprise must consist of entire government agencies, departments or legal jurisdictions, not partial government agencies, departments, or legal jurisdictions. Each affiliate must be entirely "in" or entirely "out." All affiliates acquired after the effective date of this enrollment that are not party to an Enterprise Enrollment of their own will automatically be included unless you fill in part b below (when we refer to an Enterprise Enrollment in this section 1, we mean either (i) a Microsoft Enterprise Select Agreement; (ii) an enterprise enrollment entered into under a separate Microsoft Select Master Agreement or Microsoft Enterprise Agreement; (iii) an enterprise subscription enrollment under a separate Microsoft Enterprise Subscription Agreement; or (iv) any other enrollment submitted under the Microsoft Enterprise Agreement identified on the cover page).

a. Use this part (a) to determine which current affiliates will be included in your enterprise. Check <u>only one</u> of the boxes in part (a).	
<input type="checkbox"/>	You and all affiliates will be participating
<input checked="" type="checkbox"/>	You and the following affiliates will be participating (if no affiliates will be participating, write "none" on line 1) (attach a list of names on a separate piece of paper if more than 5 affiliates are being included):
1	Community Services
2	Social Services
3	
4	
5	
<input type="checkbox"/> You and all affiliates, except the following affiliates, will be participating (attach a list of names on a separate piece of paper if more than 5 affiliates are being excluded):	
1	
2	
3	
4	
5	
b. Use this part (b) to indicate whether affiliates acquired after the enrollment effective date will be included. Unless you check the box below, all affiliates acquired after the enrollment effective date that are not party to an Enterprise Enrollment of their own will automatically be included.	
<input type="checkbox"/>	Exclude all affiliates acquired after the enrollment effective date that are not party to an Enterprise Enrollment of their own.

Enterprise Order Form

2. Selecting your language option.

Your selection below will determine the languages in which you may run the products licensed under this enrollment. If you select "Listed Languages," you may run (i) all copies of each of your products in any of the languages identified as "Listed Languages" below, and (ii) up to 10% of the copies of each of your products in any of the languages identified as "Restricted Languages" below. If you select "All Languages," you may run all copies of your products in any of the "Listed Languages" and any of the "Restricted Languages."

Check only one of the boxes below to indicate your language option

- Listed Languages
- All Languages

"Listed Languages"	
Arabic	Korean
Simplified Chinese	Japanese
Traditional Chinese	Polish
Czech	Portuguese (Brazil)
English ¹	Russian
French Canadian	Turkish
Hebrew	Thai
Hungarian	Spanish ²

"Restricted Languages"	
Danish	Greek
Dutch	Italian
English ³	Norwegian
Finnish	Portuguese (Portugal)
French	Spanish ⁴
German	Swedish

¹ English is a "Listed Language," except when restricted as described in the "Restricted Languages" list (see footnote 3)

² Spanish is a "Listed Language," only if this enrollment is signed in Latin America

³ English is a "Restricted Language" if this enrollment is signed in Austria, Belgium, Denmark, France, Finland, Germany, Ireland, Italy, Luxembourg, Netherlands, Norway, Portugal, United Kingdom, Switzerland, Sweden, or Spain

⁴ Spanish is a "Restricted Language" unless this enrollment is signed in Latin America

3. Language allocation.

Provide us with your good faith estimate of the specific languages in which you will run all copies of all products and the approximate percentage of those copies you will run in each language. Information that you provide here does not limit your future use of products under this enrollment in any permitted language within the language group you select above. Attach a separate sheet if more space is needed.

Language	Percentages
English	100 %
	%
	%
	%

Enterprise Order Form

4. Applicable currency.

The currency we accept is based on the country in which you are located. All payments must be made under this enrollment in the accepted currency.

Find your accepted currency in the Currency Table below and fill in this box.
Type of currency: U.S. Dollars

Currency Table:

Currency	Accepted in Country
Australian Dollars	Australia
Canadian Dollars	Canada
Danish Krone	Denmark
EUROs	Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Greece, Italy, Luxembourg, Netherlands, Norway, Portugal, Spain, Switzerland, Sweden, and United Kingdom
Japanese Yen	Japan
Korean Won	Korea
New Zealand Dollars	New Zealand
Norwegian Krone	Norway
Pounds Sterling	United Kingdom
Swedish Krona	Sweden
Swiss Francs	Switzerland
Taiwan Dollars	Taiwan
US Dollars	United States, Latin America, Asia (except Japan, Korea, and Taiwan), Eastern Europe, Middle East, Africa

5. Establishing your price level.

The price level indicated in box 5(b) will be your price level for the initial enrollment term all enterprise products and for any additional products in any pool in which you have ordered an enterprise product. For additional products in any pool in which you have not ordered an enterprise product, your price level will be level "A".

Complete steps 1 and 2 below to determine your price level(s) for the enterprise product(s) and additional product(s) you order under this enrollment.	
Step 1: Enter the number of qualified desktops you have in your enterprise in box 5(a).	
Qualified Desktops: You represent that the total number of qualified desktops in your enterprise is, or will be increased to, this number during the initial term of this enrollment. (This number must be equal to at least 100 desktops.)	5(a) 140
Step 2: Find the price level for the number of desktops you entered in 5(a) and enter that price level in box 5(b).	

Number of Desktops	Price Level
100 to 2,399	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Price Level (for pools in which you order an enterprise product):	5(b) D
Price Level (for pools in which you do not order an enterprise product):	5(c) "A"

6. Enterprise Product Orders.

The prices stated below are for your reference only. Your prices and payment terms for all products ordered will be determined by agreement between you and your reseller.

Enterprise Order Form

a. Initial order for enterprise products.

The license reference prices for the enterprise products covered by your initial order are set forth below. We will invoice your reseller in three equal annual installments. The first installment will be invoiced upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. You must choose the Enterprise Desktop Professional Platform (which is composed of all three of the individual enterprise products) or at least one of the individual enterprise products before selecting any additional products in section 7 (Additional product orders) below.

Complete the table below by filling in the blanks.	
Column 2:	Place a check next to either the Enterprise Desktop Professional Platform or one or more of the individual enterprise products you choose to license.
Column 4:	Next to each enterprise product you selected, insert "L&SA" in column 4 unless you are eligible to order Software Assurance only (in which case you may insert the words "SA only" in this column). To determine if you are eligible to order Software Assurance only for any product, refer to subsection 3(a) of the Microsoft Enterprise Agreement (Placing the Initial Order).
Column 5:	Your reseller or Microsoft account manager will provide the annual enterprise product per desktop license reference price in this column.
Column 6:	Your reseller or Microsoft account manager will multiply column 5 by the number of qualified desktops in box 5(a) above to compute the annual enterprise product license reference price.
Column 7:	Your reseller or Microsoft account manager will multiply column 6 by 3 (for the 3-year term) to compute the total enterprise product license reference price.
Box 8:	Your reseller or Microsoft account manager will add the rows in column 6 to compute the total initial annual enterprise product order reference price.

Enterprise Product Selection Table:

1 Enterprise Product	2	3 Product Pool (Applications, Systems, Servers)	4 Product Type	5 Annual enterprise product per desktop reference price	6 Annual enterprise product reference price	7 Total enterprise product reference price
Enterprise Desktop Professional Platform	<input checked="" type="checkbox"/>	All pools				
*Office Professional	<input checked="" type="checkbox"/>	Applications	SA	91	12740	38220
Windows Desktop Operating System Upgrade	<input checked="" type="checkbox"/>	Systems	L&SA	48	6720	20160
*Core Client Access License	<input checked="" type="checkbox"/>	Servers	L&SA	60	8400	25200
Total Initial Annual Enterprise Product Reference Price: (add column (6) for the enterprise products chosen above)					27860	
* The components of the current version of Office Professional, and the current versions of the components that make up the Core CAL, are identified in the Product List.						

Enterprise Order Form

b. True up orders for enterprise products.

The license reference price for the enterprise products covered by any true up orders submitted during the initial term is set forth below. That license price is based on the price level identified in box 5(b) above. We will invoice your reseller in total upon our acceptance of each true up order.

Columns 2 - 4: We will provide the true up license reference prices for each anniversary through your reseller, who will complete the table below. License prices will be filled in only for products ordered in subsection 6(a) (Initial Order for Enterprise Products).

Enterprise Product True Up Price Table:

1 Enterprise Product	2 First year true up reference price	3 Second year true up reference price	4 Third year true up reference price
Enterprise Desktop Professional Platform			
Office Professional	411	342	273
Windows Desktop Operating System Upgrade	129	101	73
Core Client Access License	165	140	114

c. Qualifying systems licenses.

All desktop operating system licenses provided under this program are upgrade Licenses. Therefore, if you select the Enterprise Desktop Professional Platform or the Windows Desktop Operating System Upgrade & Software Assurance, all qualified desktops on which you will run 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>. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of your order. That list is more extensive at the time of your initial order than it is for some subsequent true ups and system refreshes during the term of your enrollment.

7. Additional Product Orders.

The license prices stated below are for your reference only. Your prices and payment terms for all products ordered will be determined by agreement between you and your reseller.

a. Initial order for additional products.

The license reference prices for each additional product covered by your initial order are listed in the table below. We will invoice your reseller in three equal annual installments. The first installment will be invoiced upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. You may license additional products by entering the names and quantities for the products of your choice in the Additional Product Selection table. For a list of the available additional products, contact your reseller.

Enterprise Order Form

Complete the table below by filling in the blanks.	
Column 1:	List the additional products you wish to license in your initial order. If you choose to license more than 10 additional products, attach a separate sheet with the information required below.
Column 2:	Next to each additional product you select, insert "L&SA" in column 2 unless you are eligible to order Software Assurance only (in which case you may insert the words "SA only" in this column). To determine if you are eligible to order Software Assurance only for any product, refer to subsection 4(a) of the Microsoft Enterprise Agreement (Placing the initial order). If you order some L&SA and some Software Assurance for the same product, list the product twice below using a separate line for each product type.
Column 3:	Indicate the product pool for each of the additional products that you selected in column 1. Consult the Product List to determine the appropriate product pool for each additional product.
Column 4:	Enter the license price level for the appropriate pool for each additional product from box 5(b) or 5(c), as applicable.
Column 5:	Enter the appropriate quantity of licenses for each additional product you choose to license.
Column 6:	Your reseller or Microsoft account manager will provide the annual additional product per license reference price in this column. The license reference price will be based on the price level for that additional product as identified in box 5(b) or 5(c), as applicable.
Column 7:	Your reseller or Microsoft account manager will multiply column 5 by column 6 to compute the annual additional product license reference price.
Column 8:	Your reseller or Microsoft account manager will multiply column 7 by 3 (for the 3 year term) to compute the total additional product license reference price.
Box 9:	Your reseller or Microsoft account manager will add the rows in column 7 to compute the total initial annual additional product license reference price.

Additional Product Selection Table:

1 Additional Product	2 Product Type	3 Product Pool	4 Price Level	5 Quantity	6 Annual additional product per license reference price	7 Annual additional product reference price	8 Total additional product reference price
Total Initial Annual Additional Product Reference Price:						9	

Enterprise Order Form

b. Subsequent additional product orders.

The license reference price for any new additional product not initially included in your enrollment will be the then current reference price for your price level for that product as of the date of your order. We will invoice your reseller in total upon our acceptance of your order. Once you have placed the first order for copies of a new additional product, you may run additional copies of that product at any time and order them as described in subsection 7(c) (True Up Orders for Additional Products).

c. True up orders for additional products.

The license reference price for additional products initially included in your enrollment and covered by any true up order submitted during the initial term is set forth below. That license reference price is based on the price level identified in the box in 5(b) or 5(c) above, as applicable. The true up license reference price for any new additional products will be the then current true up reference price for your price level for that product as of the date of your first order for that product. We will invoice your reseller in total upon our acceptance of your true up order.

Complete the table below by filling in the blanks.	
Column 1:	Enter each of the additional products you selected in subsection 7(a) (Initial Order for Additional Products) here. If you have chosen to license more than 10 additional products, attach a separate sheet.
Columns 2 - 4:	Your reseller or Microsoft account manager will provide the true up license reference prices for each anniversary in these columns.

Additional Product True Up Price Table:

1 Additional Product	2 First-year true up reference price	3 Second-year true up reference price	4 Third-year true up reference price

8. First-year order summary

The table below summarizes information about your order collected elsewhere in this enrollment, as well as information necessary for us to process that order. This table should be completed for customers with 250-750 desktops and other customers whose resellers are not receiving a Channel Price Sheet from us. The part number and price level information required below is provided to your reseller on the Enterprise

Enterprise Order Form

Agreement Price List. The language option for each of the products that will be invoiced to your reseller will be what you selected in section 2 (Selecting your language option).

Your reseller will complete the table below on your behalf.

Price list month
(The month in which you sign this enrollment, unless your signature date precedes our signature date by more than 30 days. In that case, it will be the month in which we sign the enrollment.)

June 04

Purchase period
(Reference prices below correspond to the "Add at Signing" purchase period on the product price list.)

"Add at Signing"

Column 1:	Insert the Microsoft part number for the products selected in sections 6(a) and 7(a).
Column 2:	For enterprise products, enter the same product type as entered in subsection 6(a). For additional products, enter the same product type as entered in subsection 7(a).
Column 3:	Insert the Microsoft offering ("enterprise" for each of the products you selected in subsection 6(a), and "additional" for each of the products you selected in subsection 7(a)).
Column 4:	For enterprise products, enter the price level as entered in box 5(b). For the additional products, enter the price level as entered in box 5(b) or 5(c), as applicable.
Column 5:	For each product, enter the intended country of use. Refer to subsection 2(e) of the Microsoft Enterprise Agreement (Reporting Country of Use) if you have questions. For any product which you intend to run in more than one country, enter the information for that product on separate lines in the table below for each intended country of use.
Column 6:	For each enterprise product, enter the qualified desktop count entered in box 5(a). For additional products, enter the quantity for each additional product as entered in subsection 7(a) (Initial Order for Additional Products).

Enterprise and Additional Product Billing Summary:

1 Microsoft Part Number	2 Product Type	3 Offering	4 Price Level	5 Country of Use	6 Quantity
269-05925	SA	Ent	D	US	140
E85-01013	LSA	Ent	D	US	140
W06-00020	LSA	Ent	D	US	140

Enterprise Order Form

9. *Renewal orders.*

For any 36-month renewal, your renewal order will be invoiced to your reseller in three annual installments. The first installment will be invoiced upon our acceptance of the renewal order; the remaining installments will be invoiced at the next two anniversaries of the effective date of that renewal term. For any 12-month renewal and for any true up orders, we will invoice your reseller in total upon our acceptance of your order.

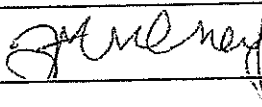
Reseller Information Form

Your reseller should complete the following sections and sign this form where indicated.

General information

Reseller Company Name:	Dell Inc	
Street Address:	One Dell Way	
City and State / Province and Postal Code:	Round Rock, TX	78682
Country:	USA	
Contact Name:	Ron McAllister	
Phone Number:	(512) 728-8289	
Fax Number:	(512) 283-9287	
Email Address:	us_microsoft_select_administrator@dell.com	

The undersigned confirms that the reseller information is correct.

Name of Reseller	Dell Inc
Signature	
Printed Name	Fritzi Mulkey
Printed Title	Licensing Specialist
Date	6/16/04

Appendix

Media Shipping Information Form - Starter CD Kit

Enrollment Information		Reseller Contact	
Agreement # (Reseller or Microsoft affiliate to complete)	01E62044	Company Name:	Self
Enrollment # (Microsoft affiliate to complete)	4355702	Contact Name:	Linda Horton
Customer Contact Name:		Contact Email:	Linda.Horton@dell.com
		Contact Phone:	8002893355 x33059

At your option, Starter CD kits and CD-ROM subscriptions relating to your Enterprise Enrollment (identified above) will be shipped to the address set out below. Terms used but not defined in this form have the meanings given to them in your enrollment.

CD Kit Ship To Information (* indicates required information)	
Customer Name *	Contact Name *
Street Address *	Contact Email Address *
City and State / Province *	Contact Phone Number *
Country and Postal Code	Contact Fax Number

If you choose below to receive media, then upon our acceptance of your enrollment, we will send you your starter CD kit in the language(s) you select. This starter CD kit will be provided at no additional charge, in order to permit you to exercise the license rights granted under your enrollment and the related Enterprise Agreement. You may also subscribe to updates in the form of CDs, or upon reasonable notice, electronic download or similar other means. If you need additional CD kits and updates, you may order these through your reseller for a fee. For a complete list of the contents of any kit, visit the web site at <http://selectug.mslicense.com>.

- | | |
|---|---|
| <input type="checkbox"/> I want to receive a starter CD kit (media) | <input type="checkbox"/> I want to subscribe to receive kit updates |
| <input checked="" type="checkbox"/> I do not want to receive a starter CD Kit (media) | <input checked="" type="checkbox"/> I do not want to subscribe to receive kit updates |

The charges for any purchased media may be subject to sales taxes based upon where media delivery occurs. If you are exempt from sales taxes in the media delivery location, please provide the applicable sales tax exemption documentation with your enrollment.

Appendix

Media Shipping Information Form – Starter CD Kit (Continued)

For each language and group you wish to receive, mark the corresponding box with an X		
Language	Enterprise Kit	Mapping Kit*
English	<input type="checkbox"/>	<input type="checkbox"/>
English/MultiLanguage**	<input type="checkbox"/>	
Arabic	<input type="checkbox"/>	
Brazilian Portuguese	<input type="checkbox"/>	
Chinese Simplified ***	<input type="checkbox"/>	
Chinese Traditional	<input type="checkbox"/>	
Chinese Traditional Hong Kong/Pan-Chinese	<input type="checkbox"/>	
Czech	<input type="checkbox"/>	
Danish	<input type="checkbox"/>	
Dutch	<input type="checkbox"/>	
Finnish	<input type="checkbox"/>	
French	<input type="checkbox"/>	<input type="checkbox"/>
German	<input type="checkbox"/>	<input type="checkbox"/>
Greek	<input type="checkbox"/>	
Hebrew	<input type="checkbox"/>	
Hungarian	<input type="checkbox"/>	
Italian	<input type="checkbox"/>	<input type="checkbox"/>
Japanese	<input type="checkbox"/>	
Korean	<input type="checkbox"/>	
Norwegian	<input type="checkbox"/>	
Polish	<input type="checkbox"/>	
Portuguese	<input type="checkbox"/>	
Russian	<input type="checkbox"/>	
Spanish	<input type="checkbox"/>	<input type="checkbox"/>
Swedish	<input type="checkbox"/>	
Thai	<input type="checkbox"/>	
Turkish	<input type="checkbox"/>	

* Mapping Kit is not available for use in or shipment to, India, Hong Kong SAR, Macau SAR, China, Morocco, Pakistan, and Turkey

** Before installing any of the Multilanguage Packs, the English version of the product must first be installed. If you order English/Multilanguage, you must also order English

*** Chinese Simplified Enterprise Kit does not include Windows Professional. Contact your reseller for separate fulfillment of Windows Professional media in Chinese Simplified.

= Not Available