

Council/Agency Meeting Held: _____	City Clerk's Signature
Deferred/Continued to: _____	
<input type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Denied	
Council Meeting Date: 12/20/2004	Department ID Number: _____

**CITY OF HUNTINGTON BEACH
REQUEST FOR CITY COUNCIL ACTION**

SUBMITTED TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

SUBMITTED BY: PENELOPE CULBRETH-GRAFT, CITY ADMINISTRATOR

PREPARED BY: Behzad Zamanian, Interim Information Services Director

SUBJECT: External Funding From Microsoft

RECEIVED
 CITY CLERK
 CITY OF
 HUNTINGTON BEACH, CA
 2004 DEC 13 P 4:28

[Handwritten signatures: Penelope Culbreth-Graft and Behzad Zamanian]

Statement of Issue, Funding Source, Recommended Action, Alternative Action(s), Analysis, Environmental Status, Attachment(s)

Statement of Issue: Whether to approve an amendment to the City's Enrollment in a Microsoft Enterprise Agreement.

Funding Source: Microsoft will provide \$30,000 in product support services or a like amount for the city toward services provided by one of the Microsoft partners for the implementation of the next generation Microsoft networks (Active Directory). \$25,000 per the attached agreement (Attachment 1) plus and additional \$5,000 from a second Microsoft funding source authorized in the attached email from Microsoft (Attachment 2).

Recommended Action: Motion to:

Approve and authorize the Acting Information Services Director to execute the attached Amendment No. 001 to the Microsoft State and Local Government Enterprise Enrollment.

Alternative Action(s):

Do not approve attached enrollment and do not accept funding resource.

(continued on next page)

REQUEST FOR ACTION

MEETING DATE: 12/20/2004

DEPARTMENT ID NUMBER:

Analysis:

The city of Huntington Beach is about to implement the next generation of Microsoft Networks (Active Director). Microsoft has approved \$30,000 of funding to be paid directly to ITI or INS (Microsoft partners) on behalf of the City of Huntington Beach. These funds are to be used for the design and implementation of our Active Directory Project. The release of these funds is contingent upon the City of Huntington Beach executing and submitting the Enterprise Agreement Enrollment along with a purchase order to CompuCom, our selected Large Account Reseller, on or before December 31, 2004.

Environmental Status: N/A

Attachment(s):

City Clerk's Page Number	No.	Description
3	1.	Amendment 001 to Microsoft State and Local Government Enterprise Enrollment
5	2.	Memo from Microsoft
7	3.	Microsoft Enterprise Enrollment (indirect) – State

E-14.2

ATTACHMENT # 1

E-14.3

To be completed by Microsoft
 Microsoft Government Enterprise
 Agreement Number
 Microsoft Government Enterprise
 Enrollment Number

01E62044

**AMENDMENT 001 TO
 MICROSOFT STATE AND LOCAL GOVERNMENT ENTERPRISE ENROLLMENT**

This amendment is made and entered into by and between the undersigned for the purpose of amending that certain Microsoft State and Local Enterprise Enrollment (the "Enrollment") identified above between **City of Huntington Beach, CA** and Microsoft Licensing, GP. All terms used but not defined in this amendment will have the meanings assigned to such terms in the Microsoft Enterprise Enrollment, as amended.

I. Amendment.

1. The following Section is hereby added to the Enrollment:

We recommend that you obtain consulting and/or product support services in order to enhance the benefits of Microsoft products in your environment. Therefore, if you execute this enterprise enrollment on or before Dec 31, 2004, you may obtain, at no charge to you, consulting or product support services from Microsoft or a Microsoft certified partner in an amount not to exceed \$25,000. If you elect to purchase services from a partner, we will reimburse the partner directly for the services upon presentation by you of a partner Statement of Work for such services. Such Statement of Work must be provided to your Microsoft account executive within 3 business days of the execution of this enterprise enrollment. If you elect to obtain the services from Microsoft, (a) such service will be provided in accordance with the terms of a Microsoft Services Agreement and work order or services description, as applicable, between you and us; and (b) the value of our gratuitous services provided will be based on our then-current standard fees for such services.

It is our intent that these services and associated terms be in compliance with applicable laws and regulations with respect to gratuitous services. It is specifically understood that all services and services deliverables provided are for the sole benefit and use of your government agency and are not provided to or for any individual government employee.

II. Effect of Amendment.

Except as specifically amended by this amendment, all provisions of the agreement identified above shall remain unchanged and in full force and effect. This amendment is not legally binding until executed by both parties and shall become effective on the date of signature of the contracting Microsoft affiliate. When this amendment is fully executed, you will receive a confirming copy. You must execute and return two (2) copies of this amendment to the below address on or before Dec. 31, 2004 in order for the terms and conditions of this amendment to apply.

Microsoft Licensing, GP
 Attn: Dept. 551, Volume Licensing
 6100 Neil Road, Suite 210
 Reno, NV 89511-1137

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Customer:	Contracting Microsoft Affiliate:
Name of Customer City of Huntington Beach, CA	Microsoft Licensing, GP
Name of contracting Microsoft affiliate	
By <i>[Signature]</i>	By _____
Name, Title BEHZAD ZAMANIAN, Bus. Sys. Mgr	Name, Title
Date 12-6-04	Date

Prepared by: *Scott Mangum/Licensing Specialist*

APPROVED AS TO FORM
 JENNIFER McGRATH, City Attorney

[Signature] 12/9/04
 By Paul D'Alessandro
 Assistant City Attorney

ATTACHMENT # 2

E-14.5

Zamanian, Behzad

From: Debra Jacobson [debraj@microsoft.com]
Sent: Thursday, December 02, 2004 4:29 PM
To: Zamanian, Behzad
Cc: Carpenter, John; Debra Jacobson; Drew Wikel
Subject: Microsoft Funding Assistance

Dear Behzad,

I wanted to provide you with an email confirmation of the funding I have committed to the City of Huntington Beach. I hope this email assists you as you proceed through the approval process to enter into the Microsoft Enterprise Agreement.

I have received approval to provide \$30,000 of funding to be paid directly to ITI or INS on behalf of the City of Huntington Beach. The release of these funds is contingent upon the City of Huntington Beach executing and submitting the Enterprise Agreement Enrollment along with a purchase order to CompuCom, your selected Large Account Reseller, on or before December 31, 2004. These funds are to be used toward the design and implementation of your Active Directory project. These funds are intended to assist you in successfully implementing your Microsoft solution. The funds will be released directly to your selected partner.

As I mentioned, I have secured the \$30,000 from two Microsoft funding sources.

1. You will receive an amendment from Microsoft that will require your signature. The amendment will outline the agreed upon terms for the release of \$25,000. The amendment is currently being prepared by a Microsoft Licensing Executive and you should receive it no later than early next week.
2. This email is to confirm that if the requirements outlined above are met, we will release an additional \$5,000 directly to your selected partner. An executed amendment is not required for these funds. You can accept this email as confirmation that the funds will be released upon partner selection should the agreed upon terms be met.

Please note that I fully understand that you prefer to postpone making final partner selection until you complete the licensing agreement.

I am very excited to offer you this funding assistance and appreciate all of the effort you are putting toward this project. If you have any questions, please do not hesitate to contact me.

Thank you!

Debra Jacobson (mailto:debraj@microsoft.com)
State & Local Government
Headquarters Sales, Partner Engagement Manager
800-426-9400 x11847
Fax - 425-706-7329
<http://www.microsoft.com/usa/government/slg/default.asp>

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12/13/2004

ATTACHMENT # 3

E-14.7



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>	
Enterprise Agreement number <i>Reseller or Microsoft affiliate to complete</i>	01E62044	Previous Enterprise Enrollment number <i>Reseller to complete</i>	
Enrollment number <i>Microsoft affiliate to complete</i>		Previous Enterprise Enrollment end date <i>Reseller to complete</i>	

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 City of Huntington Beach		Contact Name Colleen Keith <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 2000 Main Street		Contact E-mail Address (required for online access) ckeith@surfcity-hb.org	
City Huntington Beach	State/Province CA	Phone (714) 374-5350	
Country U.S.A.	Postal code 92648	Fax (714) 536-5520	
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 2000 Main Street		Contact E-mail Address (required for online access)	
City	State/Province	Phone	
Country	Postal Code	Fax	

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

Name of Entity City of Huntington Beach	Contact Name Behzad Zamanian
Street Address 2000 Main Street	Contact Email Address (required for electronic notice) bzamanian@surfcity-hb.org
City Huntington Beach	State/Province CA
Country USA	Postal Code 92648
	Phone (714) 960-8893
	Fax (714) 374-5360

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

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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 <i>City of Huntington Beach</i>	Microsoft Licensing, GP
Signature <i>[Handwritten Signature]</i>	Signature
Printed Name <i>Javis Ingels</i>	Printed Name
Printed Title <i>Director of Information Services</i>	Printed Title
Signature Date <i>12/1/04</i>	Signature Date (date Microsoft affiliate countersigns)
	Effective Date (may be different than our signature date)

APPROVED AS TO FORM
 JENNIFER McGRATH, City Attorney
[Handwritten Signature] 12/7/04
 By Paul D'Alessandro
 Assistant City Attorney

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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 only one of the boxes in part (a).	
<input checked="" type="checkbox"/>	You and all affiliates will be participating
<input 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	
2	
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.

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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	%
		%
		%
		%

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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.)	1,000 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)
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Price Level (for pools in which you do not order an enterprise product):	Price Level "A" 5(c)
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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.

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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	\$654.00
*Office Professional	✓	Applications	L&SA	\$149	\$149,000.00	\$447,000.00
Windows Desktop Operating System Upgrade	✓	Systems	L&SA	\$48	\$48,000.00	\$144,000.00
*Core Client Access License	✓	Servers	L&SA	\$60	\$60,000.00	\$180,000.00
Total Initial Annual Enterprise Product Reference Price: (add column (6) for the enterprise products chosen above)					8 \$257,000.00	
* 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.						

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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.

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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
Windows Srv Std	L&SA	Servers	D	50	\$305	\$15,250.00	\$45,750.00
Windows Srv Ent	L&SA	Servers	D	10	\$989	\$9,890.00	\$29,670.00
Exchange Srv Std	L&SA	Servers	D	1	\$296	\$296.00	\$888.00
SQL Server Ent 1P	L&SA	Servers	D	2	\$8,102	\$16,204.00	\$48,612.00
Visio Std	L&SA	Applications	D	1	\$73	\$73.00	\$219.00
Project Std	L&SA	Applications	D	1	\$218	\$218.00	\$654.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
Total Initial Annual Additional Product Reference Price:						9 \$41,931.00	

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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
Windows Srv Std	\$848	\$718	\$587
Windows Srv Ent	\$2,754	\$2,330	\$1,907
Exchange Srv Std	\$824	\$698	\$571
SQL Server Ent 1P	\$22,568	\$19,096	\$15,624
Visio Std	\$201	\$167	\$134
Project Std	\$604	\$502	\$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

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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.)

December 2004

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
W06-00020	L&SA	Enterprise	D	U.S.A.	1,000
269-05924	L&SA	Enterprise	D	U.S.A.	1,000
E85-01013	L&SA	Enterprise	D	U.S.A.	1,000
P73-00202	L&SA	Additional	D	U.S.A.	50
P72-00164	L&SA	Additional	D	U.S.A.	10
312-02356	L&SA	Additional	D	U.S.A.	1
810-01713	L&SA	Additional	D	U.S.A.	2
D86-01345	L&SA	Additional	D	U.S.A.	1
076-02036	L&SA	Additional	D	U.S.A.	1
				U.S.A.	
				U.S.A.	
				U.S.A.	

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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.

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Reseller Information Form

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

General information

Reseller Company Name:
Street Address:
City and State / Province and Postal Code:
Country:
Contact Name:
Phone Number:
Fax Number:
Email Address:

The undersigned confirms that the reseller information is correct.

Name of Reseller
Signature
Printed Name
Printed Title
Date

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Appendix

Media Shipping Information Form - Starter CD Kit

Enrollment Information		Reseller Contact	
Agreement # <small>(Reseller or Microsoft affiliate to complete)</small>	01E62044	Company Name:	
Enrollment # <small>(Microsoft affiliate to complete)</small>		Contact Name:	
Customer Contact Name:		Contact Email:	
		Contact Phone:	

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 * <p style="text-align: center;">City of Huntington Beach</p>	Contact Name * <p style="text-align: center;">Behzad Zamanian</p>
Street Address * <p style="text-align: center;">2000 Main Street</p>	Contact Email Address * <p style="text-align: center;">bzamanian@surfcity-hb.org</p>
City and State / Province * <p style="text-align: center;">Huntington Beach CA</p>	Contact Phone Number * <p style="text-align: center;">(714) 960-8893</p>
Country and Postal Code <p style="text-align: center;">92648</p>	Contact Fax Number <p style="text-align: center;">7143745360</p>

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

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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 checked="" type="checkbox"/>	<input checked="" 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

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