

Please return to:
DES Technology Brokering Services
P.O. Box 42453, Olympia, WA 98504-2453
FAX: (360) 753-1673

MICROSOFT® PRODUCTS PURCHASE AGREEMENT

This Agreement is entered into by and between the Department of Enterprise Services (“DES”), an agency of Washington State, and The City of Mukilteo (“Customer”), a Washington State agency or political subdivision or public benefit nonprofit corporation. “Customer” includes all its members, officers, agents, contractors, representatives or employees.

This Agreement is one of three agreements that set forth Customer’s rights and obligations with respect to purchasing Microsoft products. The other two agreements are the Microsoft Select agreement (“Select”) and the Enterprise agreement (“EA”), as amended, between the Microsoft Licensing, GP (“Microsoft” or “MS”) and DES. In addition, Microsoft’s Product Use Rights (“PUR”) document provides general use rights and restrictions for all MS products.

All Customers purchasing MS products will execute this Agreement, including the attached Agency Coordinator (required) and Authorized Purchaser (optional) forms. Customers purchasing any MS product under the Select agreement will also sign the Select Enrollment forms. Customers purchasing MS products under the Enterprise agreement will also sign the Enterprise Enrollment forms.

In consideration for the right to purchase MS products at deeply discounted prices negotiated by DES, Customer agrees as follows:

1. Customer will submit all Select and EA Enrollment forms and all purchase orders for MS products directly to DES.
2. Customer will comply with its obligations and the restrictions set forth in Customer’s Enrollment Form(s).
3. Customer understands and acknowledges that Select and EA are not for personal/consulting services or any MS products with less than Level D pricing.
4. Upon DES’ request, Customer shall promptly submit all purchase orders required and, if applicable, EA True Up orders and Update Statements as required **prior** to the anniversary date of Customer’s enrollment. Customer’s failure to submit any such documents shall be grounds, at the option of DES, for termination of this Agreement and/or Customer’s rights to purchase MS products through DES.
5. The purchase price is **nonrefundable**. Under Select, Customer pays for the product in full at time of purchase and has the option of paying for Software Assurance (“SA”) in full at time of purchase or in three (3) annual payments. Under EA, Customer pays for products and SA in three (3) annual payments. DES will invoice either the full payment or the first annual payment to Customer as of the Enrollment effective date or time of purchase. Second and third annual payments will be invoiced on the anniversary date of the underlying Microsoft agreement, not on the anniversary date of purchase. Customer is responsible for providing properly executed orders for annual payments when requested by DES. Under EA, the True-Up price listed for products is a **one-time-only** payment.
6. Customer agrees to pay DES in a timely fashion the agreed-upon price for all products and services received by Customer. Customer’s failure to pay any such amount promptly when due shall be

grounds, at the option of DES, for termination of this Agreement and/or Customer's rights to purchase MS products through DES.

The undersigned certifies that s/he has read, understands and agrees to the provisions herein and has the authority to bind Customer to a legal contract.

Approved

State of Washington
Department of Enterprise Services



Signature

Scott Smith

Print or Type Name

TAS Manager

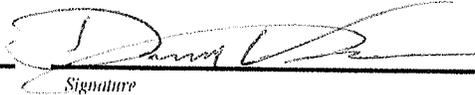
Title

Date

1/30/12

Approved

Customer



Signature

David Varga

Print or Type Name

IT Manager

Title

12/14/11

Date

**THIS DOCUMENT APPROVED AS TO FORM BY THE ATTORNEY GENERAL'S OFFICE -
SIGNATURE ON FILE**