

Program Signature Form

MBA/MBSA number

Agreement number **7968641**

SGN-	davidtra09242012 -Proposal ID-
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Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

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

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

Contract Document	Number or Code
Select Plus Agreement	X20-02293
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Select Plus Affiliate Registration Form	X20-02349
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment ID CTM	davidtra09242012 - CTM (NEW)
Amendment ID CTM	davidtra09242012b - CTM-b (NEW)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

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

Customer	Microsoft Affiliate
Name of Entity (must be legal entity name)* State of Oregon	Microsoft Licensing, GP
Signature* <i>Lori Nordlien</i>	Signature <i>Rose Yturvide</i> Microsoft Microsoft Licensing, GP
Printed First and Last Name* Lori Nordlien	Printed First and Last Name SEP 25 2012
Printed Title* State Procurement Analyst	Printed Title
Signature Date* 9/24/12	Signature Date Rose Yturvide Duly Authorized on behalf of Microsoft Licensing, GP <small>(date Microsoft Affiliate countersigns)</small>
Tax ID	Effective Date <i>9/1/2012</i> <small>(may be different than Microsoft's signature date)</small>

* indicates required field

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

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

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form. If no media form is included, no physical media will be sent.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

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

Prepared By: Name of Preparer
Email of Preparer

Select Plus Affiliate Registration Form State and Local

Registration Type <i>Reseller to complete</i>	Lead Affiliate <input checked="" type="checkbox"/> Additional Affiliate <input type="checkbox"/>	Lead Affiliate Public Customer Number (PCN) <i>Reseller to complete</i>	61737723
Agreement Number Microsoft or Reseller to complete	7968641	Additional Affiliate Public Customer Number (PCN) <i>Reseller to complete</i>	
Qualifying Contract <i>Reseller to complete</i>		Change Affiliate Anniversary Month <i>Reseller to complete</i>	September

By registering, Registered Affiliate accepts and agrees to be bound by the terms of the agreement and any applicable attachments (the "agreement"), and will be allowed to acquire Products in accordance with the Agreement.

If Registered Affiliate registers as an Additional Affiliate, Registered Affiliate represents that the Additional Affiliate is an eligible entity of the Lead Affiliate identified above.

This registration is valid when accepted by Microsoft and until it is terminated. Registered Affiliate will receive an acceptance notification confirming the effective date of this registration. Microsoft may refuse to accept a registration if there is a business reason for doing so. Either party may terminate this registration for any reason with 60 days advance written notice. Terminating this registration will terminate the Registered Affiliate's ability to place Orders under the agreement.

Each Registered Affiliate may qualify for and receive additional benefits by electing Software Assurance membership. By electing Software Assurance membership, the Registered Affiliate is committing to include Software Assurance with every eligible Order. To make this election, complete and submit the Select Plus Software Assurance Membership Election Form.

Qualifying systems Licenses. The operating system Licenses granted under this program are upgrade Licenses only. *Full operating system Licenses are not available under this program.* If Customer selects the Windows Desktop Operating System Upgrade, all qualified desktops on which the Customer runs 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/contracts>. Exclusions are subject to change when new versions of Windows are released.

In order to use a third party to reimagine the Windows Operating System Upgrade, Registered Affiliate must certify that it has acquired qualifying operating system licenses. See the Product List for details.

1. Primary Contact Information.

Registered Affiliate must identify an individual from inside its organization to serve as the primary contact. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others.

Name of entity* State of Oregon
 Contact name*: First Lori Last Nordlien
 Contact email address* lori.nordlien@state.or.us
 Street address* 1225 Ferry St
 City* Salem State* OR Postal code* 97301
 Country* USA
 Phone* 503-378-6781 Fax
 Tax ID

2. Notices and online administrator.

This individual receives contractual notices. They are also the online Administrator for the Volume Licensing Service Center and may grant online access to others.

Same as primary contact

Name of entity*

Contact name*: First Last

Contact email address*

Street address*

City* State* Postal code*

Country*

Phone* Fax

This contact is a third party (not the Registered Affiliate). Warning: This contact receives personally identifiable information of the Registered Affiliate.

3. Language preference.

Select the language for notices. English

4. Ship to delivery address.

If media election form is not completed, provide a ship to/download to location for applying sales tax.

Same as notices contact

Name of entity*

Contact name* First Last

Contact email address (required for online access)*

Street address (no PO boxes accepted)*

City* State/Province* Postal code*

Country* Country*

Phone* Fax

In City Limits?

Estimated Tax Rate

5. Reseller information.

Reseller company name* Dell Inc.

Street address (PO boxes will not be accepted)* One Dell Way

City* Round Rock State* TX Postal code* 78682

Country* United States

Contact name* Government Contract Admin

Phone* 847-465-3700 Fax

Contact email address* US_MS_VL_Admin@Dell.com

The undersigned confirms that the information is correct.

Name of Reseller* Dell Inc.

Signature* 

Printed name* Nathan Schramm

Printed title* Sr. Buyer Analyst

Date* 9/24/2012

Changing a Reseller. If Microsoft or Reseller chooses to discontinue doing business with one another, Registered Affiliate must choose a replacement Reseller. If Registered Affiliate or Resellers intends to

terminate their relationship, the initiating party it must notify Microsoft and the other party, using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

6. Supplemental Contacts.

Customer's Notices Contact identified above is the default contact for administrative and other communications. However, Customer may designate additional contacts using the Supplemental Contact Information form.

7. Software Assurance Membership Election.

Each Registered Affiliate may qualify for and receive additional benefits with Software Assurance membership. By electing Software Assurance membership below, Registered Affiliate is committing for a minimum period of one year to include Software Assurance with every eligible Order, and to maintain Software Assurance for all copies of Products licensed under this program for at least one Product pool.

Product pools	Yes	No
Applications	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Systems	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Servers	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Note: If "Yes" is marked, orders for Licenses without Software Assurance will not be accepted.

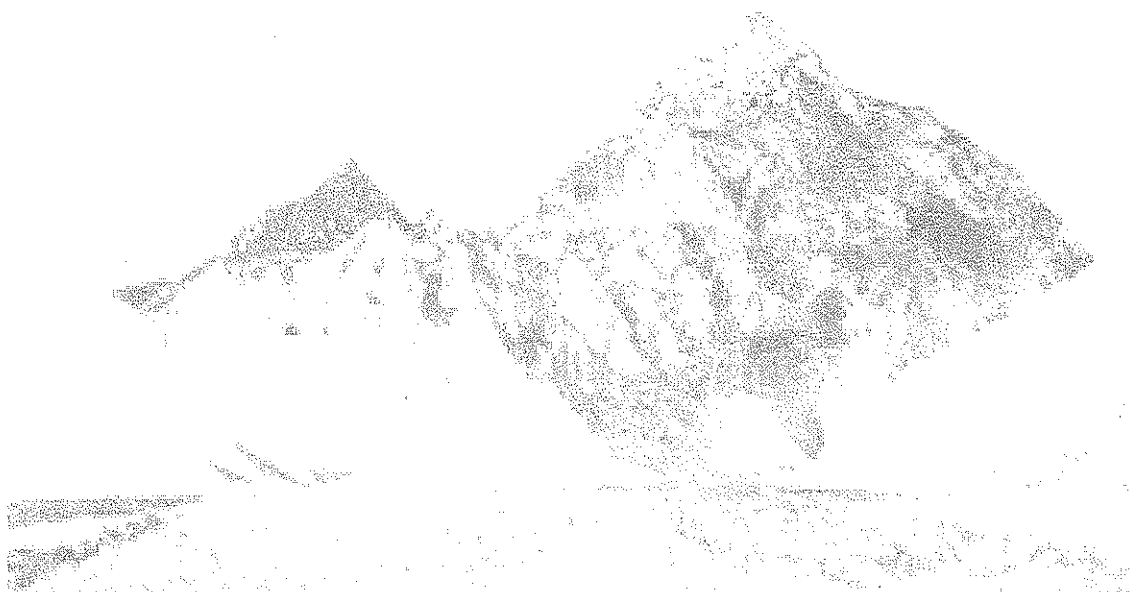
Only valid if attached to a signature form.

Select Plus Agreement Amendment ID CTM

davidtra09242012b

Notwithstanding anything to the Contrary, Customer and Registered Affiliates may place a renewal order for Software Assurance ("SA") only for Products previously purchased with SA under Agreement 01S6Q972. To do so, Registered Affiliate must submit their order to their Reseller by October 26, 2012. The coverage period for any of the above renewal orders will be September 1, 2012.

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



Select Plus Agreement Amendment ID CTM

davidtra09242012

1. Notwithstanding anything to the Contrary, and in conjunction with Section 18(g) of this Agreement, any terms of this Agreement (amended or otherwise) where there is conflict with the Product Use Rights or Product List, the terms of this Agreement will prevail.

2. Section 1, definition of Affiliate is amended as follows:

“Affiliate” means:

a. With regard to Customer:

(i) Any government agency, department, office, instrumentality, division, unit or other entity of the *State Government as defined by ORS 174.111*;

(ii) Any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer’s state and located within Customer’s state jurisdiction and geographic boundaries; or

(iii) Any other entity in Customer’s state expressly authorized by the laws of Customer’s state to purchase under state contracts, provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates.

b. With regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

3. Section 12, **Confidentiality** is amended as follows:

Microsoft acknowledges and agrees that any disclosures of Confidential Information, not otherwise protected by applicable law that Microsoft makes to Customer under this agreement are subject to the Oregon Public Records Laws, including but not limited to ORS 192.410 – 192.505, and the provisions for the Custody and Maintenance of Public Records, ORS 192.005 – 192.170.

a. *“Confidential Information” is non-public information, know-how and Trade Secrets in any form that are designated as “confidential.”*

b. *The following types of information, however marked, are not Confidential Information. Information that:*

(i) *is, or becomes, publicly available without a breach of this agreement;*

(ii) *was lawfully known to the receiver of the information without an obligation to keep it confidential;*

(iii) *is received from another source who can disclose it lawfully and without an obligation to keep it confidential;*

(iv) *is independently developed; or*

(v) *is a comment or suggestion one party volunteers about the other’s business, products or services.*

c. Treatment of Confidential Information.

- (i) Subject to the other terms of this agreement, each party agrees to take reasonable steps to protect the other's Confidential Information.

4. Notwithstanding anything to the contrary, the Agreement is amended with the addition of the following:

Registered Affiliate Status. Microsoft agrees to deem each Registered Affiliate as having entered into separate and independent agreements with Microsoft regarding the rights, liabilities, obligations, and remedies of the parties.

5. A new Section 18(w) is added as follows:

To the extent Customer is required under the License Agreement to indemnify or hold Microsoft harmless against claims brought by third parties against Microsoft, including any adverse judgments or settlements to which Customer consents, Customer's obligation to indemnify is subject to the limitations of Article XI, section 7 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300.

6. Section 14(e) is amended as follows:

What the Customer must do. Customer must notify Microsoft promptly in writing of the claim and, subject to the subsection below, give Microsoft sole control over its defense or settlement and provide Microsoft with reasonable assistance in defending the claim. Microsoft will reimburse Customer for reasonable out of pocket expenses that it incurs in providing that assistance.

(i) Neither Microsoft nor any attorney engaged by Microsoft shall defend a claim against the State of Oregon or enter settlement discussions on behalf of the State without the prior written consent of the Oregon Attorney General or an authorized official, and such consent will not be unreasonably withheld or delayed. If the Oregon Attorney General or other authorized official does not agree to give Microsoft sole control of the defense or settlement discussions in a timely manner, or determines that Microsoft is prohibited from defending the State of Oregon, Microsoft will not be obligated to defend the State or pay the amount of any adverse final judgment against the State of Oregon.

7. Section 14(a) is amended with the addition at the end of 14(a) as follows:

Neither Microsoft nor any attorney engaged by Microsoft shall defend a claim against the State of Oregon or enter settlement discussions on behalf of the State without the prior written consent of the Oregon Attorney General or an authorized official, and such consent will not be unreasonably withheld or delayed. If the Oregon Attorney General or other authorized official does not agree to give Microsoft sole control of the defense or settlement discussions in a timely manner, or determines that Microsoft is prohibited from defending the State of Oregon, Microsoft will not be obligated to defend the State or pay the amount of any adverse final judgment against the State of Oregon.

8. Section 14(e) is amended as follows:

Governing Law; Jurisdiction; Venue, Dispute Resolution. This Agreement is to be construed and enforced in accordance with the laws of the State of Oregon, without giving effect to its conflict of law principles, and applicable federal law. Any action or suit brought by the parties relating to this Agreement must be brought and conducted exclusively in the Circuit Court of Marion County for the State of Oregon in Salem, Oregon, unless the claim must be brought in a federal forum, in which case it must be brought and adjudicated exclusively within the United States District Court for the District of Oregon. Microsoft hereby consents to the personal jurisdiction of these courts, waives any objection to venue in these courts, and waives any claim that either of these courts is an inconvenient forum. In no way may this section or any other term of this Agreement be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the

Constitution of the United States, or otherwise, from any Claim or from the jurisdiction of any court. Any dispute between Microsoft and a Customer that is not resolved through informal discussions may be submitted to mediation upon the consent of both parties. If informal discussions or mediation are unsuccessful, either party may initiate litigation to resolve the dispute. The parties specifically disclaim any right to arbitration of disputes.

9. A new Section 9(f) **Termination for Lack of Funding** is added as follows:

Nothing in this Agreement may be construed to permit any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. Customer's payment for services performed or license fees due after the last day of the current biennium is contingent upon Customer, if receiving funding, appropriations, limitations, allotments or other expenditure authority from the Oregon Legislative Assembly (including its Emergency Board) sufficient to allow Customer, in the exercise of its reasonable administrative discretion, to continue to compensate Microsoft. Customer may immediately terminate this Agreement upon written notice if Customer fails to receive funding, appropriations, limitations, allotments, or other expenditure authority as contemplated by Customer's budget or spending plan and Customer determines, in its assessment and ranking of the policy objectives explicit or implicit in its budget or spending plan, that it is necessary to terminate this Agreement.

10. A new Section 18(q) **Incorporation of Oregon Statutes** is added as follows:

ORS 279B.220, 279B.230 and 279B.235 are incorporated into this Agreement by reference, to the extent that they apply.

11. A new Section 18(r) **Tax Certificate** is added as follows:

By signature on the signature form attached hereto, the signatory hereby certifies under penalty of perjury that the signatory is authorized to act on behalf of Microsoft and that Microsoft is, to the best of the signatory's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 (Definitions for ORS 320.005 to 320.150) to 320.150 (Oregon State Lottery assistance in tax collection responsibilities) and 403.200 (Imposition of tax) to 403.250 (Primary public safety answering points) and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 (Definitions for ORS 310.630 to 310.706) to 310.706 (Applicability of ORS chapters 305 and 314) and local taxes administered by the Department of Revenue under ORS 305.620 (Collection and distribution of local taxes on income and sales).

12. A new Section 18(s) **Effective Date and Term** is added as follows:

This Agreement shall be effective on September 1, 2012 when it is fully executed and approved according to applicable laws, rules and regulations ("Effective Date"). The term of this Agreement will be 36 months from the Effective Date, with two optional 12-month extension periods, unless this Agreement is terminated earlier in accordance with its terms. The optional extension periods may be exercised by the parties via a fully-executed, written amendment to this Agreement. Each Order will have the term provided in that Order.

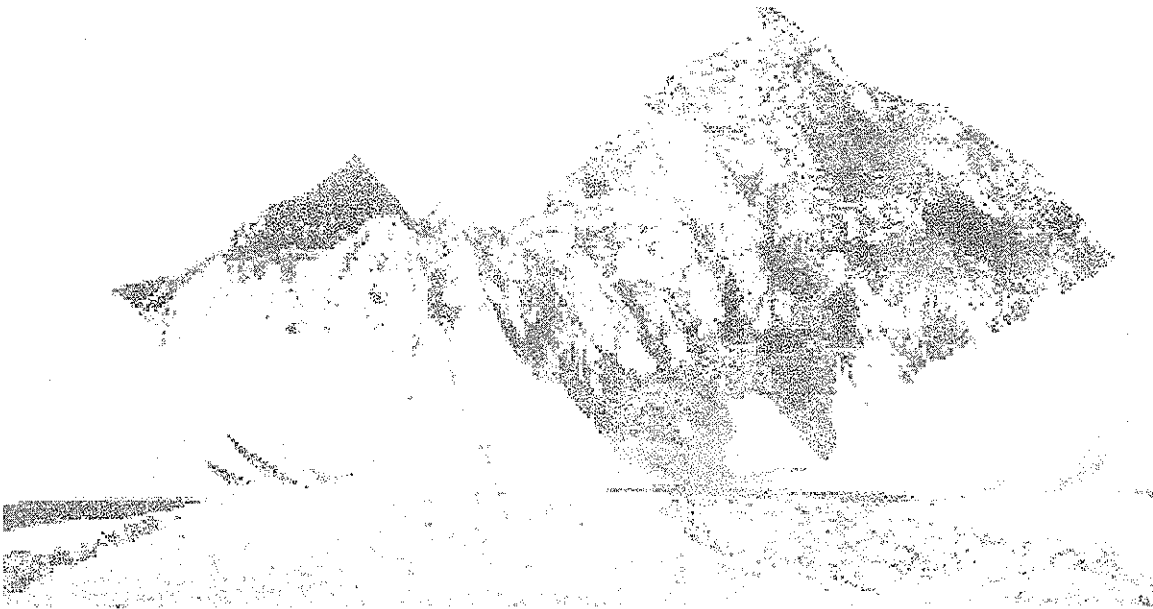
13. A new Section 18(t) **Remedies not Exclusive; Remedies Cumulative** is added as follows:

With the exception of the exclusive remedy provisions and restrictions described in this Agreement (including, but not limited to paragraphs 13, Warranties, 15.c., Limitation on actions against Affiliates and Contractors, and 16, Compliance), no other provision of the Licensing Agreement precludes Customer from pursuing all other available remedies at law and equity. Customer remedies are cumulative to the extent the remedies are not inconsistent, and Customer may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

14. A new Section 18(u) **Successors and Assigns** is added as follows:

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, if any.

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



State of Oregon
Rider to Software License Agreement

This rider (“Rider”) to the Select Plus License Program Agreement (“License Agreement”) between Microsoft Corporation (“Licensor”) and the State of Oregon, acting through its Department of Administrative Services (“Licensee” or “Customer”) dated _____, a copy of which is attached as Exhibit A, amends and supersedes any provision to the contrary in the License Agreement and is effective as of the date of the License Agreement. This Rider and License Agreement, together with any exhibits, constitute the entire agreement (collectively “Agreement”) between the parties and merges all prior and contemporaneous communications with respect to the matters described in this Agreement.

Notwithstanding any language in the License Agreement to the contrary, including any future updates to Product Use Rights or Service Level Agreement documents that Licensor completes in accordance with the License Agreement, Licensor and Licensee agree as follows:

1. Definitions.

“Affiliate” means:

a. With regard to Customer:

- (i) Any government agency, department, office, instrumentality, division, unit or other entity of the State Government as defined by ORS 174.111;
- (ii) Any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Licensee’s state and located within Licensee’s state jurisdiction and geographic boundaries; or
- (iii) Any other entity in Licensee’s state expressly authorized by the laws of Licensee’s state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates.

b. With regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

“You” or “your” means the specific Registered Affiliate that has requested or entered into a transaction (such as submitting an Order), holds a License, or is using a Licensed Product.

2. Confidentiality.

a. Any obligation of Licensee to maintain the confidentiality of Licensor’s proprietary information provided to Licensee under the License Agreement, including Paragraph 12, Confidentiality, is conditioned by and subject to Licensee’s and Affiliates’ obligations under the Oregon Public Records Law, Oregon Revised Statutes (ORS) 192.410 to 192.505.

b. Licensor acknowledges that, it and its employees, subcontractors or agents in the course of performing the services under this Agreement may be exposed to or acquire information that is confidential to Customer. Any information Licensor or its employees or agents receive or acquire relating to Customer or Customer’s clients in the performance of this

Agreement is deemed to be confidential information of Customer (“Confidential Information”), with the exception of:

- (i) Information that becomes part of the public domain through lawful means and without breach of any confidentiality obligation by Licensor;
- (ii) Information subsequently and rightfully received from third parties who have the necessary rights to transfer the information without any obligation of confidentiality;
- (iii) Information that was known to Licensor prior to the effective date of the License Agreement without obligation of confidentiality;
- (iv) Information that is independently developed by Licensor and documented in writing without use of, or reference to, any confidential information; and
- (v) Information required to be disclosed by compulsory judicial or administrative process or by law or regulation.

If Licensor is required to disclose Confidential Information under clause (v), Licensor shall first give Customer notice and shall provide such information as may reasonably be necessary to enable Customer to take action to protect its interests.

c. Licensor shall comply with the Oregon Consumer Identity Theft Protection Act, ORS 646A.600 through 606A.628, to the extent applicable to this Agreement.

3. Registered Affiliate Status. Microsoft agrees to deem each Registered Affiliate as having entered into separate and independent agreements with Microsoft regarding the rights, liabilities, obligations, and remedies of the parties.

4. Indemnification.

a. To the extent Customer is required under the License Agreement to indemnify or hold Licensor harmless against claims brought by third parties against Licensor, including any adverse judgments or settlements to which Customer consents, Customer’s obligation to indemnify is subject to the limitations of Article XI, section 7 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300.

b. Licensor shall indemnify and hold Customer the State of Oregon, and their agents, officials and employees harmless from all claims, demands, suits, actions, proceedings, losses, liabilities, damages, awards and costs (including reasonable attorneys’ fees and expenses at trial, on appeal and in connection with any petition for review), which may be brought or made against Customer, the State of Oregon, or their agents, officials or employees and arising out of or related to any of the following (each, an “indemnifiable loss”):

- (i) Any personal injury, death or property damage caused by any alleged act, omission, error, fault, mistake or negligence of Licensor, its employees, agents, or representatives in connection with or incident to Licensor’s performance under or related to the License Agreement;
- (ii) Any act or omission by Licensor that constitutes a material breach of the License Agreement, including any breach of warranty; or
- (iii) The infringement of any patent, copyright, trademark, trade secret or other proprietary right of any third party by Licensor’s delivery or Licensee’s use of the license provided under the License Agreement.

c. Licensee shall promptly notify Licensor in writing of any action, claim or demand of which Licensee becomes aware and which Licensee reasonably expects to result in an indemnifiable loss. Licensor's obligation under this section does not extend to any indemnifiable loss to the extent caused by:

- (i) The negligence or willful misconduct of Customer, the State of Oregon, or their agents, officials or employees; or
- (ii) Customer's Modification of Licensor's software without Licensor's approval and in a manner inconsistent with the purpose or proper usage of the license as evidenced by the terms of the License Agreement.

5. Defense of Claims.

a. To the extent Licensor is required under this Agreement to defend or protect Customer against claims asserted by third parties, Customer shall reasonably cooperate in good faith, at Licensor's reasonable expense, in the defense of the claim and Licensor shall select counsel reasonably acceptable to the Oregon Attorney General to defend the claim and shall bear all costs of counsel. The Oregon Attorney General's acceptance of counsel may not be unreasonably withheld, conditioned or delayed. Counsel must accept appointment as a Special Assistant Attorney General under ORS Chapter 180 before counsel may act in the name of, or represent the interests of, the State of Oregon, Licensee, its officers, employees or agents. Customer may elect to assume its own defense with an attorney of its own choice and its own expense at any time Customer determines important governmental interests are at stake. Customer shall promptly provide notice to Licensor of any claim that may result in an obligation on the part of Licensor to defend. Subject to these limitations, Licensor may defend a claim with counsel of its own choosing, on the condition that no settlement or compromise of any claim may occur without the consent of Customer, which consent must not be unreasonably withheld, conditioned or delayed.

b. Licensor shall have no obligation to defend Customer from or against any claims asserted by third parties that are attributable solely to the acts or omissions of Customer, and its officers, employees or agents.

c. Customer shall have no obligation to defend Licensor from or against any claims asserted by third parties. Without limiting the generality of the foregoing, Customer has no obligation to defend or indemnify Licensor against any claim that arises from the circumstances described in or under the laws or directives referenced in the "Acquired Rights" Sections of the Licensing Agreement.

4. Governing Law; Jurisdiction; Venue. This Agreement is to be construed and enforced in accordance with the laws of the State of Oregon, without giving effect to its conflict of law principles, and applicable federal law. Any action or suit brought by the parties relating to this Agreement must be brought and conducted exclusively in the Circuit Court of Marion County for the State of Oregon in Salem, Oregon, unless the claim must be brought in a federal forum, in which case it must be brought and adjudicated exclusively within the United States District Court for the District of Oregon. Licensor hereby consents to the personal jurisdiction of these courts, waives any objection to venue in these courts, and waives any claim that either of these courts is an inconvenient forum. In no way may this section or any other term of this Agreement be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is

sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, from any Claim or from the jurisdiction of any court.

5. Attorney Fees. Neither Licensor nor Customer is entitled to obtain judgment from the other party for attorney fees it has incurred in any litigation between the parties or in defense of any claim asserted by a third party.

6. Dispute Resolution. Any dispute between Microsoft and a Customer that is not resolved through informal discussions may be submitted to mediation upon the consent of both parties. If informal discussions or mediation are unsuccessful, either party may initiate litigation to resolve the dispute. The parties specifically disclaim any right to arbitration of disputes.

7. Termination for Lack of Funding. Nothing in this Agreement may be construed to permit any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. Customer's payment for services performed or license fees due after the last day of the current biennium is contingent upon Customer, if receiving funding, appropriations, limitations, allotments or other expenditure authority from the Oregon Legislative Assembly (including its Emergency Board) sufficient to allow Customer, in the exercise of its reasonable administrative discretion, to continue to compensate Licensor. Customer may immediately terminate this Agreement upon written notice if Customer fails to receive funding, appropriations, limitations, allotments, or other expenditure authority as contemplated by Customer's budget or spending plan and Customer determines, in its assessment and ranking of the policy objectives explicit or implicit in its budget or spending plan, that it is necessary to terminate this Agreement.

8. Records Maintenance; Access. Licensor shall maintain all financial records relating to the subject matter of this Agreement in accordance with Generally Accepted Accounting Principles ("GAAP"). Licensor shall also maintain any other records pertinent to this Agreement in such a manner as to document clearly Licensor's performance of its duties under this Agreement. Licensor shall retain and keep accessible all financial records, books, documents, papers, plans, and writings for a minimum of six years, or such longer period as may be required under applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later. Licensor shall permit Licensee, the Oregon Secretary of State's Office, and the federal government, and their duly authorized representatives access to Licensor's financial records and other books, documents, papers, plans, and examinations and audits and make excerpts and transcripts when requested.

9. Independent Contractor. Licensor shall act at all times as an independent contractor and not as an agent or employee of Customer. Licensor has no right or authority to incur or create any obligation for or legally bind Customer in any way. Although Customer reserves the right to evaluate the quality of Licensor's completed performance, Licensee cannot and will not control the means or manner by which Licensor performs its obligations under this Agreement, except to the extent the means and manner in which these obligations are to be performed is specifically set forth in this Agreement. Licensor shall determine the appropriate means and manner of

performing its obligations. Licensor is not an "officer," "employee" or "agent" of Customer, and Licensor shall make no representations to third parties to the contrary. Neither party shall make any statements, representations, or commitments of any kind or to take any action binding on the other except as provided for in this Agreement or authorized in writing by the party to be bound.

10. Incorporation of Oregon Statutes. ORS 279B.220, 279B.230 and 279B.235 are incorporated into this Agreement by reference, as is applicable to the Agreement.

11. Counterparts. This Rider may be executed in two or more counterparts, by facsimile or otherwise, each of which is an original, and all of which together constitute one and the same instrument, notwithstanding that all parties are not signatories to the same counterpart.

12. Tax Compliance Certificate. By executing this rider, the undersigned certifies under penalty of perjury that he or she is authorized to act on behalf of Licensor and that, to the best of the undersigned's knowledge, Licensor is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 403.200 to 403.250 (Tax For Emergency Communications), chapters 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), and 323 (Cigarettes And Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Department of Revenue under ORS 305.620.

13. Payment. Customer's obligation, if Customer is an agency of the State of Oregon, to pay late charges is subject to ORS 293.462.

14. Effective Date and Term. This Agreement shall be effective on the date on which it is fully executed and approved according to applicable laws, rules and regulations ("Effective Date"). The term of this Agreement will be 36 months from the Effective Date, with two optional 12-month extension periods, unless this Agreement is terminated earlier in accordance with its terms. The optional extension periods may be exercised by the parties via a fully-executed, written amendment to this Agreement. Each Order will have the term provided in that Order.

15. Notices to Licensee. Notices to be provided by Licensor to Licensee under the Licensing Agreement in connection with the Terms and Conditions must be sent via regular or overnight mail, express courier, or fax to the following address and number, or to other such addresses or numbers as Licensee may indicate:

(SPO Contact info)

Notices associated with a specific Customer must be transmitted to the Customer that placed the Order or (if the License was transferred) holds the License, at the address and number(s) listed for the relevant registration.

16. Remedies not Exclusive; Remedies Cumulative. With the exception of the exclusive remedy provisions and restrictions in paragraphs 13, Warranties, 15.c., Limitation on actions against Affiliates and Contractors, and 16, Compliance, no other provision of the Licensing Agreement precludes Customer from pursuing all other available remedies at law and equity. Customer

remedies are cumulative to the extent the remedies are not inconsistent, and Customer may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

17. Assignment. Except as expressly stated in the Licensing Agreement (including the Product Use Rights and Online Services Use Rights), Licensor shall not assign or transfer any of its interest in this Agreement without the prior written consent of Licensee. Licensee's consent to any assignment shall be timely and not unreasonably withheld. Licensee's consent to an assignment shall not relieve Licensor of any of its duties or obligations under this Agreement.

18. Successors and Assigns. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, if any.

LICENSOR:

By: _____

As: _____

LICENSEE:

The State of Oregon, acting through

By: _____

As: _____

Attachments: Exhibit A – Microsoft Select Plus License Program Agreement (State and Local)