PROGRAM AGREEMENT

This is a volume licensing program for DoD ESI agencies based on the DoD forecast for new and renewal desktop enrollments. The prices in this program agreement recognize all agencies that are authorized to order under BPA N00104-02-A-ZE82 as a collective organization. Any reference to "DoD ESI agency", "agency", or "affiliate" in this document means any entity defined as an Authorized User under the BPA.

PROGRAM OFFERING:

This program allows for an agency to standardize the desktops in their organization at a greatly reduced price (based on purchasing separate products under the GSA Schedule, or other similar vehicle). Special volume discounts are provided for the following Desktop Product Configurations:

1. Standard Configuration:
   a. Operating System Upgrade
   b. Office Professional
   c. Windows, Exchange, and SMS CAL
   d. Provides product upgrades and updates to the above products for three-year term of enrollment.

2. Enhanced Configuration:
   a. Operating System Upgrade
   b. Office Professional
   c. Core CAL
   d. Provides product upgrades and updates to the above products for three-year term of enrollment.

3. Enhanced Configuration with SQL:
   a. Operating System Upgrade
   b. Office Professional
   c. Core CAL and SQL Cal
   d. Provides product upgrades and updates to the above products for three-year term of enrollment.

The Desktop Product Configurations listed above are considered enterprise products. Each agency may have its own enrollment with the contractor that reflects their own product mix, term of enrollment, and payment terms specific to each individual agency, component, commission, etc. that is supported by the DoD ESI Working Group. Individual enrollments may include other Microsoft products in addition to the desktop configurations. These additional products are available under the annual payment option only if the customer enrollment includes a desktop configuration. The program terms and conditions specified herein will apply to additional products meeting these criteria.

ENROLLMENT PERIOD:

This volume discount offering is available to the DoD ESI member agencies between 6/27/2003 and 6/26/2004. This is the Open Enrollment Period for the BPA. DoD ESI member agencies may enroll new and renewal desktop configurations during this period.

ENROLLMENT ELIGIBILITY:

1. New Desktops (License and Software Assurance): Customers are eligible to purchase new desktop configurations prior to 6/27/2004 at the stated BPA prices. In order to qualify for this enrollment, the desktops must:

   a. Be supported by the DoD ESI Working Group as defined in the BPA Paragraph B.2, Authorized Users, and

   b. Have one of the following existing operating systems: Windows 95, Windows 98, Windows NT Workstation, Windows 2000 Professional or Windows XP.

2. Renewal Desktops (Software Assurance): Customers are eligible to purchase renewal desktop configurations prior to 6/27/2004 at the stated BPA prices. Software Assurance may be ordered for the product configurations without the need to simultaneously order a License under the conditions specified below. The renewal enrollment **must become effective no later than the day following the date of expiration** of the existing Software Assurance. In order to qualify for this enrollment, the desktops must:

   a. Be supported by the DoD ESI Working Group as defined in the BPA Paragraph B.2, Authorized Users, and

   b. Be properly licensed (existing perpetual license) for all components of the applicable product configuration. If applicable, all payment obligations under an Enterprise Agreement enrollment must have been met, and

   c. Be currently enrolled in Software Assurance for all components of the applicable product configuration. **IMPORTANT NOTE**: In the event that the expiring Software Assurance coverage was not purchased from another Enterprise Agreement, a **Proof of Eligibility must be provided to the contractor**. The Proof of Eligibility is a written notice from the Contracting Officer that states that "*NAME OF AGENCY, AND ANY NAMED AFFILIATES* (enrollee) is properly licensed for all of the components of the desktop configuration and is eligible to enroll under the applicable product configuration renewal item."

HOW TO ENROLL:

In order to participate in this program, each agency must submit a properly executed purchase/delivery order for the first annual payment and the required enrollment information.

1. **Step 1 - Defining your agency's enterprise.**

   Identify which agency affiliates will be included in the agency enterprise and the number of desktops per affiliate. The total number of desktops will determine the Enterprise. The agency enterprise must consist of entire offices, bureaus, agencies, or departments of agency, not partial offices, bureaus, agencies, or

departments. Each affiliate must be entirely "in" or entirely "out." All agency affiliates which consolidate with agency 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.

a. *Use this part (a) to determine which current agency affiliates will be included in agency's enterprise. Check one box in the below in part (a).*	
☐	Agency and all agency affiliates will be participating (attach a list of agencies/activities that will be participating)☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐
☐	Agency and the following agency affiliates will be participating (if no agency affiliates will be participating, write "none" on line 1) (attach a list of names on a separate piece of paper if more than 5 agency affiliates are being included):
1	
2	
3	
4	
5	
☐	Agency and all agency affiliates, except the following agency affiliates, will be participating (attach a list of names on a separate piece of paper if more than 5 agency affiliates are being excluded):
1	
2	
3	
4	
5	
b. *[illegible] which consolidate with agency after the enrollment [illegible] which consolidate with [illegible] party to an Enterprise Enrollment of their own will*	
☐	Exclude all agency affiliates which consolidate with agency after the enrollment effective date that are not party to an Enterprise Enrollment of their own.

2. Select your Master Agency / Sub Agency Name

Step one defines the Enterprise affiliates, this section will determine which enrollment that you will be placed under. Make sure that your activity falls under the Master Agency and Sub agency from this list.

Master Agency	Sub Agency
US Department of the Army	
	Army Material Command (AMC)
	Army Material Command - Aviation and Missile Command
	Army Material Command - Security and Assistance Command
	Army Material Command - Simulation and Training Command
	Army Research Lab (ARL)
	Army Test and Evaluation Command (ATEC)
	NETCOMM (was Signal Command)
	PEO Chemical and Biological Defense
	PEO Soldier
	Program Executive Office Enterprise Information System (PEO EIS)
	Program Executive Office, Intelligence/Electronic Warfare Systems (PEO IEWS)
	US Army Pentagon
	US Corps of Engineers (USACOE)
	US Europe (USAEUR)
	US Forces Command (FORCECOM)
	US Korea
	US Materiel Command (AMC)
	US Military District of Washington (MDW)
	US National Guard (NGB) - Each State
	US Pacific (USARPAC)
	US Personnel Command (PERSCOMM)
	US Recruiting Command (USAREC)
	US Reserves (USARES)
	US Strategic Missile Defense Command (USASMDC)
	US Training and Doctoring Command (TRADOC)
	US Army Command Control Communications/Tactical (US PEO C3T)
	US Army Pentagon, CIO (G6)
US Army Intelligence and Security Command	
	300th Military Intelligence Brigade
	501st Military Intelligence Brigade
	513th Military Intelligence Brigade
	66th Military Intelligence
	INSCOM
	Land Information Warfare Activity (LIWA)
	National Ground Intelligence Center (NGIC)
US Department of the Air Force	
	US Department of the Air Force, Air Combat Command (ACC)
	US Department of the Air Force, Air Force Communications Agency (AFCA)
	US Department of the Air Force, Air Force Pentagon Communications Agency (AFPCA)
	US Department of the Air Force, Air Force Personnel Center (AFPC)
	US Department of the Air Force, Air Force Reserves (AFRES)
	US Department of the Air Force, Air Mobility Command (AMC)
	US Department of the Air Force, Air National Guard (ANG)
	US Department of the Air Force, Education and Training Command (AETC)

	US Department of the Air Force, European Command (USAFE)
	US Department of the Air Force, Material Command (AFMC)
	US Department of the Air Force, Misc.
	US Department of the Air Force, Pacific Air Command (PACAF)
	US Department of the Air Force, Space Command (AFSPC)
	US Department of the Air Force, Special Operations Command (AFSOC)
Air Force Intelligence Agency (AIA)	
	480th Intelligence Wing
	67th Information Operation Wing
	Air Force Information Warfare Center (AFWIC)
	Air Force Technical Applications Center (AFTAC)
	National Air Intelligence Center (NAIC)
Office of Naval Intelligence (ONI)	
	Joint Deployable Intelligence Support System (JDISS)
	Marine Corp Intelligence Activity
	Naval Information Warfare Activity
US Department of the Navy	
	Commander in Chief Pacific CINCPAC
	US Chief of Naval Operations (CNO)
	US Commander in Chief Atlantic Fleet CINCLANTFLT
	US Commander in Chief Europe CINCNAVEUR
	US Commander in Chief Pacific Fleet CINPACFLT
	US Marine Corps
	US Naval Sea Systems Command (NAVSEA)
	US Naval Supply Systems Command
	US Navy Air Systems Command
	US Navy Bur. Of Naval Personnel
	US Navy Bureau of Ships
	US Navy Chief Information Officer (DON CIO)
	US Navy Chief of Naval Education and Training
	US Navy Facilities Engineering Command
	Us Navy Program Executive Office
	US Navy Reserves
	US Navy Space & Naval Warfare Systems Command(SPAWAR)
	US NCTC
	US Sea Systems Command
	US Secondary/Tertiary Accounts
US Department of Defense	
	US Department of Defense, Army and Air Force Exchange Service (AAFES)
	US Department of Defense, Defense Contract Audit Agency (DCAA)
	US Department of Defense, Defense Contract Management Agency (DCMA)
	US Department of Defense, Defense Information Systems Agency (DISA)
	US Department of Defense, Defense Logistics Agency (DLA)
	US Department of Defense, Finance and Accounting Service (DFAS)
	US Department of Defense, Joint Chiefs of Staff (JCS)
	US Department of Defense, Office of the Secretary of Defense (OSD)
US Department of Defense Medical Health Affairs	
	Military Health Service

	TRICARE Management Activity
	US Department of the Air Force Medical Command (Air Force MEDCOM)
	US Department of the Army Medical Command (Army MEDCOM)
	US Department of the Navy Medical Command (Navy MEDCOM)
Defense Intelligence Agency (DIA)	
	Armed Forces Medical Intelligence Center (AFMIC)
	Defense Intelligence Analysis Center (DIAC)
	Joint Reserves Intelligence Program (JRIP)
	Missile & Space Intelligence Center (MSIC)
	Virginia Procurement Agency
Joint Information Operation Center (JIOC)	
National Imagery and Mapping Agency (NIMA)	
Unified Commands Intelligence Directorates	
	Joint Analysis Center (JAC), Molesworth, UK
	US Central Command J2 (JICCENT)
	US Department of Defense Intelligence Information Systems (DODIIS)
	US European Command J2 (JAC)
	US Joint Forces Command J2
	US Pacific Command J2 (JICPAC)
	US Southern Command J2 (JICSOUTH)
	US Space Command J2
	US Strategic Command J2
	US Transportation Command J2
US CINCs and Joint Commands	
	Cheyenne Mountain Operations Center
	Joint Battle Center (JBC)
	North American Aerospace Defense Command (NORAD)
	US Joint Forces Command (JFCOM)
	US Northern Command (NORTHCOM)
	US Space Command (USSPACECOM)
	US Special Operations Command (SOCOM)
	US Strategic Command (STRATCOM)
	US Transportation Command (TRANSCOM)

3. Select your Point of Contact

[illegible]	
Name of Agency	Contact Name
Street Address	Contact Email Address
City and State	Contact Phone Number
Country and Postal Code	Contact Fax Number

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
City and State	Contact Phone Number
Country and Postal Code	Contact Fax Number

4. Media Shipping Information Form – Starter CD Kit (must have 250 or more Desktops Enrolled to qualify)

CD Kit Ship To Information if different from the Point of Contact (* indicates required information)	
Agency Enrolled Affiliate Name *	Contact Name *
Street Address *	Contact Email Address *
City and State *	Contact Phone Number *
Country and Postal Code *	Contact Fax Number

5. If you are renewing a previous Enterprise Agreement or Software Assurance

Please provide the contractor's name, Enrollment number, GSA Number, and date of expiration with your order.

ANNUAL ORDERS TO ACCOUNT FOR ADDITIONAL DESKTOPS:

In step 1, you had already determined the number of desktops upon enrollment of the Enterprise. At each anniversary of the effective date of the enrollment (including anniversaries during any renewal); and, at the expiration or early termination of the enrollment, you can order at that time prorated additional desktops for each enrolled affiliate.

- If the government desires to increase the number of desktops at this time you must submit an order for License and Software Assurance covering those additional desktops. You must place the order within 15 days following the anniversary of the enrollment effective date, expiration or termination.
- If the government does not desire to increase the desktop count, you must submit an update statement confirming this fact on the form attached at the end of this document within the 15-day period.

By adding additional desktops at this time during the contract year, this will; enable the added desktops to co-terminate with the initial Enrollment at the end of the contract, eliminate the need

for additional separate enrollments over the course of time, and ease administration and tracking of desktops within the Enterprise.

ACCOUNTING FOR ADDITIONAL PRODUCTS:

If the affiliate did not order license & SA, or SA if a renewal, during the initial order of the Enterprise Agreement or Renewal, each enrolled affiliate may during the remainder of the applicable initial enrollment or renewal term, order new additional products under the enrollment that Software Spectrum, Inc. submits on its behalf. To do so, the agency must notify Software Spectrum, Inc. to obtain pricing for any additional copies of that product that the government requests to run after the date of the initial order. Software Spectrum would then determine the prorated cost to the government. If the affiliate prefers, you can order from the single product price list without adding them to an Enterprise Agreement. Similar to what the previous section describes, by adding additional products during the contract year with the Enterprise Agreement, it would; enable the added products to co-terminate with the initial Enrollment at the end of the contract.

Update statements. Each enrolled affiliate for an Enterprise Agreement must submit an update statement within 15 days following each anniversary of the effective date of the enrollment, and after expiration or termination of such enrollment, on the form provided below, unless that enrolled affiliate is running enterprise products without any addition products under its enrollment.

Enterprise Update Statement

Complete and return to Software Spectrum within 15 days following each anniversary of the enrollment effective date.

Enterprise Agreement Number	
Enrollment Number	
Agency Name	
Anniversary of Enrollment Effective Date	

An Enterprise Update Statement must be submitted at the end of each contract year. At that time, if the affiliate desires to increase the number of desktops in its Enterprise, Software Spectrum, Inc., will provide prorated pricing for those desktops at that time. The enrolled affiliate can not run any additional desktops or additional products under the Enterprise Agreement until an order is placed.

Enterprise products. If there has been no increase in enrolled affiliate's qualified desktop count, confirm this by marking the first box below.

Additional products. If there has been no increase in the number of copies of that product run under the agency's enrollment, confirm this by marking the second box below. This section only concerns additional products that are added to the agency's enrollment, not single products purchased separately.

☐ I confirm that there has been no increase in the number of qualified desktops in the enrolled affiliate's enterprise.

☐ I confirm that there has been no increase in the number of copies of any additional product run under this enrollment other than those for which a true up order has been submitted.

Statement completed by:

Name of Agency
Authorized signature
Name
Title
Date

TERMINATION PROVISIONS:

Terminations are applicable to specific enrollments and do not affect any enrollment not otherwise terminated. Any terms of this agreement applicable to any enrollment not otherwise terminated will continue in effect with respect to that enrollment.

Termination of an enrollment.

The word "termination" as used in these "TERMINATION PROVISIONS" includes all situations where the Government elects to not make an installment payment. The government may terminate an enrollment for convenience. Either party to an enrollment may terminate if the other party materially breaches its obligations under this agreement, including any obligation to submit orders or pay amounts owed (even if such non payment is caused by non-appropriation of funds to an enrolled affiliate). For terminations that are due to a material breach, the terminating party must give the other party 30 days notice and opportunity to cure except where the breach is by its nature not curable within 30 days. If an enrolled affiliate ceases to be an affiliate of the agency, the agency must promptly notify the contractor of this fact, and the enrollment may be terminated.

Effect of termination or expiration.

If the termination is for a desktop enrollment, the government agency may immediately pay the total remaining amount due, plus all installments that have not been paid, in which case the enrolled affiliate will have perpetual licenses for all copies of the products that were ordered for it. As an alternative, the government agency may pay only amounts due and payable as of the termination date, in which case the enrolled affiliate will have perpetual licenses for (i) all copies of all products for which payment has been made in full, and (ii) the number of copies of products for which payment has been made in installments that is proportional to the amount that was paid as of the termination date. No termination charges shall apply and no additional payments beyond the termination date are required.

If the enrollment being terminated is for renewal of Software Assurance, the effect of termination is that said Software Assurance coverage will cease on the anniversary date of the enrollment, when payment for the first or second option year (i.e., installment year) would otherwise have been due. No termination charges apply and payment for Software Assurance coverage beyond the termination date is not required. The enrolled affiliate will retain 100% of the licenses that existed at the inception of the agreement. In addition, the customer receives the right, for products covered in the renewal enrollment, to deploy any and all upgrades that became commercially available during the coverage term for which payment was made in full.

ADDITIONAL LICENSE TERMS:

The following additional license terms apply to all desktop configurations and additional products purchased as part of a desktop enrollment.

Transfer Rights. The Microsoft License/Product Use Rights grants the right of license transfer to another agency of the U.S. Government if the enrollee is an agency of the U.S. Government. The Transfer rights of the PUR are clarified to include the right to transfer among DoD Agencies as well as DoD components within Agencies.

License copies for training, evaluation, research and development (including Research Labs) and back-up. During the term of the enrollment, each enrolled affiliate and any agency affiliate included in its enterprise may (i) run up to 20 complimentary copies of any additional product in a dedicated training facility on their premises; (ii) run up to 10 complimentary copies of any product that we make available to license as an additional product for a 60 day evaluation period; (iii) run complimentary copies of enterprise products and additional products on 1% of the enrolled affiliates qualified desktops for research and development purposes; and (iv) make and retain one complimentary copy of any licensed product for back-up or archival purposes for each of their distinct geographic locations.

Temporary Use of Software During Times of Conflict. During Temporary Expeditionary Deployments ("TEDs"), an enrolled affiliate during the term of this agreement may temporarily deploy and install or use on, or access from qualified desktops or servers, the, Standard Desktop Configuration, Enhanced Desktop Configuration, or Enhanced with SQL Desktop Configuration and the additional products, all described in Attachment A (the "Software") on an unlimited number of qualified desktops or servers being used as part of the TEDs ("Temporary Use"). For purposes of this subsection, the term "Temporary Expeditionary Deployments" or "TEDs" shall refer to any number of software licensed products enrolled under this agreement which may be used at no additional cost by the DoD enrolled affiliate. The coverage will extend to deployments away from in-garrison locations (any military post or government office where troops or civilian government personnel are at a permanent location), deployment locations in support of war games, exercises, real world contingencies, and emergency situations similar to the terrorist attacks on 9/11/01 where temporary duty stations were needed due to the destruction of government offices. Each enrolled affiliate will make a record of the count of each category of license used while deployed and the period of use. After the TED and upon request, the count and duration information, but not the deployed location information, will be provided to the contractor for auditing purposes. Such Temporary Use of the software is limited to a period equal to the length of the TED or six (6) calendar months, whichever is shorter ("Temporary Use Period"), unless a different time period is agreed to in writing by the contractor. At the end of the six month period or as mutually agreed to, the DoD enrolled affiliate will provide a written certification that the licenses have either been destroyed or payment has been made under this agreement. The enrolled affiliate agrees to use the products in accordance with the terms contained in this Agreement and the applicable version of the License Agreement - Product Use Rights. If the DoD enrolled affiliate requires use of the Software beyond the Temporary Use Period and Microsoft has not approved such extended use, the enrolled affiliate shall purchase the products in accordance with the pricing terms of this Enterprise Agreement.

GFE Non-Portable Computer Use Rights. DoD has adopted a Teleworking Policy which implements the requirements of Section 359 of Public Law No. 106-346 (reference A), which requires each Executive Agency to establish a policy under which eligible employees of the agency may participate in teleworking to the maximum extent possible without diminished employee performance. Enrolled affiliate shall have the right to grant to those persons participating under the DoD Teleworking Policy and who have been issued a Government Furnished Equipment (GFE) non-portable desktop in lieu of portable computer, the portable use rights under the applicable License Agreement – Product Use Rights. The portable use rights will apply to such GFE desktop or to a portable computer but not both.

Copies necessary for internal deployment. Each enrolled affiliate may make as many copies of the products licensed under the enrollment as necessary to distribute the products to the users within its enterprise. All copies of any product must be true and complete copies

(including copyright and trademark notices) and be made from CD–ROMs, disk sets or a network source, acquired from or made available by a Microsoft approved fulfillment source for that product. Each enrolled affiliate may also have a third party make and distribute copies in its place, but the enrolled affiliate is responsible for third-party actions to the same extent it would be if the third party were its employee. Enrolled affiliates must make reasonable efforts to make employees, agents and other individuals running a product aware that the product is licensed from Microsoft and may only be run or transferred subject to the terms of this agreement and the License Agreement/Product Use Rights.

Re-imaging rights. If an enrolled affiliate or any affiliate included within its enterprise has licensed products from an original equipment manufacturer (OEM), through a retail source or under any Microsoft program other than this Enterprise Agreement program, it may use copies made from the media provided under this Enterprise Agreement enrollment in place of any copies made from the media provided through that separate source, so long as it complies with the following restrictions.

(i) The enrolled affiliate must have obtained a separate license from the separate source for each copy being replaced.

(ii) The product, language, version and all components (in the case of product suites, such as Office) of the copies made from the media provided under an enrollment must be identical to the product, language, version and all components of the copies they replace.

(iii) In the case of copies licensed from an original equipment manufacturer (OEM) or through a retail source, in addition to the other conditions outlined in this subsection, the product type (e.g. upgrade or full license) of the copies made from the media provided under an enrollment must be identical to the product type of the copies they replace. However, an enrolled affiliate may use copies of a desktop operating system made from the media provided under the enrollment you submit on its behalf in place of copies of the same desktop operating system obtained from a separate source, even though they may be of different types (i.e. one may be an upgrade and the other a full license), provided that the product, language and version are identical.

The use of any copies made under this subsection is subject to the terms and use rights provided with the copies being replaced, and nothing in this section creates or extends any warranty or support obligation.