Clerk's
Receiving No 1109
Date: 07/28/2008
Reference: C-08-603
City Clerk: Deputy

Washington State Department of
Information Services

Please return to:
DIS Technology Brokering Services
P.O. Box 42445,Olympia, WA 98504-2445
FAX: (360) 753-1673

MICROSOFT® PRODUCTS PURCHASE AGREEMENT

This Agreement is entered into by and between the Department of Information Services ("**DIS**"), an agency of Washington State, and City of Maple Valley WA ("**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 DIS. 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 DIS, Customer agrees as follows:

1. Customer will submit all Select and EA Enrollment forms and all purchase orders for MS products directly to DIS.
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 DIS' request, Customer shall promptly submit all purchase orders required and, if applicable, EA True Up orders and Update Statements as required. Customer's failure to submit any such documents shall be grounds, at the option of DIS, for termination of this Agreement and/or Customer's rights to purchase MS products through DIS.
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. DIS 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 DIS. Under EA, the True-Up price listed per Qualified Desktop is a ***one-time-only*** payment.
6. Customer agrees to pay DIS 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 DIS, for termination of this Agreement and/or Customer's rights to purchase MS products through DIS.

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 Information Services

Signature

Todd Hattori

Print or Type Name

TAS Manager — 29 May 2008

Title — *Date*

Approved

Customer

Signature

ANTHONY C. HEMSTAD

Print or Type Name

CITY MANAGER — 5.28.08

Title — *Date*

THIS DOCUMENT APPROVED AS TO FORM BY THE ATTORNEY GENERAL'S OFFICE – SIGNATURE ON FILE 2/13/2008