



Enterprise Agreements (EA) 5.0

Everest Phase 1

Business Requirements Document (BRD)

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Document Definition

This Enterprise Agreement (EA) Business Requirement Document(BRD) defines the business needs of the EA Program underneath the Everest Project.

Change History

<i>Version</i>	<i>Section/Page Affected</i>	<i>Change Description</i>	<i>Author(s)</i>	<i>Release Date</i>
0.6	All	Update and clarify EA requirements	Karen Lee	23 Aug 99
0.5	All	Update for additional EA requirements	Karen Lee	12 Aug 99
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0.2	All	Reformat per ITG standard	Jerre McQuinn	04 Aug 99
0.1	All	First draft of EA business requirements	Karen Lee	14 July 99

Document Review Table

By signing, the following individuals have read and agreed to the organization and processes as outlined in this document.

<i>Function</i>	<i>Name</i>	<i>Signature</i>
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1 Executive Summary

1.1 Background

Enterprise Agreements were launched in November of 1997 as a component of the Select 4 agreement. Most recently, additional changes to the Enterprise Agreement were introduced in February 1999 for North America, April 1999 for EMEA and July 1999 for Asia, making them a separate agreement from Select 4 and renamed to Enterprise Select Agreement v4.1. This change was introduced to simplify the agreement legal language and make it easier for customers to purchase their Enterprise as well as their ad hoc Select purchases under one agreement.

In an effort to further enhance the Enterprise Agreement offering based on customer feedback, Program Development is looking at introducing several other modifications to the program. These changes were validated with end customer and the MS Field as part of the Everest project. Following is a breakdown of the program enhancements being targeted for the EA 5.0 release.

- Add additional committed products (other than the desktop products) for affiliates within the Enterprise (i.e servers, visual studio, project, press etc...) as a standard offering in the agreement.
- Create an end customer reference price point and a net price for all volume levels (500-999, 1,000-4,999, 5000-19,999, 20,000-49,999, and 50,000+)
- Allow divisions/affiliates of a company to sign an EA Master or EA enrollment
- Separate Select ad-hoc product purchases from the Enterprise agreement in order to facilitate the new Umbrella agreement structure and treat as separate programs
- Enhance MS Field's ability to sell MS services and support as part of licensing sales process
- Reduce negotiation cycles for field, legal, business desk and customers by introducing an evergreen Umbrella agreement which includes similar provisions for the terms and conditions across license and service components reducing repetitiveness in contracts (that exist today).

Business Problems

- Contracts: There is no such thing as a standard Enterprise Agreement, every EA customer has a unique requirement that cannot be satisfied by the standard agreement.
- Flexibility: Choices are very limited in the current EA. There is one pre-set product configuration (enterprise platform) across the whole company, there is no standard way for a customer to add additional products, choose products within the platform, or add divisions without re-negotiating their agreement to add the additional products and/or divisions to get a better price.
- Transfers/Divestitures: Customers are not allowed to decrease the number of desktops over 3 years which poses problems for large companies that divest/down size.
- Renewals: There is no incentive for customers to renew at the end of the EA agreement if they have not deployed all products on all desktops.

The following tables show the allocation of EA's by region and by customer segment.

Region	FY99 EAs signed
EMEA	377
ASIA/SP	68
North America	590
Latin America	58
Canada	53
Total	1146

Table 1.1.1.1 Enterprise Agreements signed in FY99 by Region

Region	Breadth	Depth	Total
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SPAR	825	135	960
EMEA	825	135	960
Asia	129	74	203
Total	1700	300	2123

Table 1.1.1-2 Enterprise Agreements by customer segment-projected ECU Corporate HQ EAs for FY00

1.2 Goals & Objectives

Customer Satisfaction:

- Continue to improve fulfillment of bits to EA customers(i.e. more choices, fewer products, fewer cds)
- Provide customer more choices for products within the platform and additional products as a standard offering under the EA so customers do not have to re-negotiate their EA when they want to add new products.
- Provide customers with consistent business terms in the Umbrella agreement across MS licensing, service and support offerings so customers only have to negotiate them once versus 3 times as they add additional components(i.e. Select, MCS, Premier)
- Allow an affiliate to sign their own master or enrollment without requiring the entire HQ company to sign an EA.

Increase Market Penetration:

- Increase breadth penetration leveraging LARs
- Develop sales incentives for channel in breadth segment
- Increase revenue per PC:
- Increase depth penetration through more product choices
- Enhance ability to sell MS services and support as part of licensing sales process(does not include the integration of the billing of services)

Increase sales and operational efficiency:

- Reduce legal and sales negotiation time on umbrella business terms
- Reduce number of exceptions by simplifying the negotiation and sales process and allowing customers the option to add additional committed products and divisions to an EA as a standard.
- Create easier to understand contracts
- Build in common exceptions into standard agreement and process(i.e. addition of division, choice of platform, additional committed products).
- Decrease frequency of negotiations and exceptions
- Simplify pricing model

1.3 Intended audience for this document

IT program managers and developers
 Licensing operations business process owners, licensing account managers and managers
 Business Licensing program managers
 Legal
 Channel Sales
 MS Sales

1.4

1.5 Impacted Operations Groups/Organizations

MSLI, EOC, APOC Operation Centers

- Pricing
- LAR Account management
- Processing groups
- Fulfillment

MS Sales

Business Licensing

Legal

Channel Sales

IT

2 Current Situation

General:

The Enterprise Select Agreement v4.1 is a separate standalone agreement under the Select 4 program and is also a separate agreement from the Select 4.1 agreement.

Agreement Structure and product selection:

The Enterprise Select Agreement v4.1 allows an enterprise customer to purchase their enterprise products as well as their ad-hoc Select purchases under a single Enterprise Select Agreement. It does not include the ability for a customer to purchase a product within the platform or additional products as a standard program offering, the customer must negotiate with MS to add this to their agreement. Additionally, the current Enterprise Select 4.1 agreement structure does not allow an affiliate of the company to sign their own enrollment, they must sign their own Enterprise Select Agreement..

Pricing:

The level A and B price levels for 500-999(A) and 1000-4,999(B) are provided for Enterprise Select 4.1 Agreements via the Select 4.0 Price List so the LARs may price and sell these deals on their own without any MS involvement. Pricing for 5,000 and greater desktops currently consist of a commitment level and volume level to determine price and all reference prices are quoted by MS to the end customer and net prices to the LARs via a Channel Price Sheet(CPS). The >5000-pc prices are not available to the channel on the Select 4.0 price list. Additionally, all non-standard exceptions are priced by the Business Desk using the EA pricing tool and are also provided to the LARs via a CPS

3 Project Scope

3.1 Functional Scope

- New EA 5.0 program
- Unique customer id assignment across programs, across document types
- New Umbrella agreement which includes business terms that are similar across licensing, services and support and are not specific to the program components(i.e. Select, EA, Master Services Agreement(MSA)).
- New EA Master and EA Enrollment agreement structure that allows divisions/affiliates of a company to sign and Enterprise enrollment
- Corporate Enterprise Agreement customers ONLY
- Additional committed products (other than the desktop products) for affiliates within the Enterprise(i.e servers, visual studio, project, press etc...) as a standard product offering in the agreement.
- Volume level reference and net prices for the platform products and additional products

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- Removal of the Select ad-hoc product purchases from the Enterprise agreement
- Separate EA 5.0 Price List from the Select price list
- On line invoiced order details to end customers(e-license)
- On line customer id and agreement id look up for partners and internal MS personnel by agreement document type(i.e. Umbrella, Master, Enrollment,) by program(i.e. Select, EA, etc...).
- Support of the existing field empowerment exceptions that will be non programatized

3.2 Geographical Scope

Worldwide

3.3 Out of Scope

- All other Volume Licensing Programs outside of Corporate Enterprise Agreements
- Academic and Government Enterprise Agreements(or hybrids of GSA EA, GIA EA, Custom Academic EA)
- Programmatic solution to solve current business problems raised by customers on divestitures/downsizing and incentive for customers to renew at end of their agreement.
- Modifications to EA 5.0 agreement to support new fulfillment pool choices, individual languages and media types(this will be a subsequent release)
- Vendor support of new fulfillment pool choices, individual languages and media types (this will be a subsequent release)
- ESD subscriptions(this will be a subsequent release)
- Price Tool modifications to incorporate new levels and price points for platform and additional products(this is owned by business licensing and is being managed as a separate project)
- Service and Support system modifications to accommodate tracking of new umbrella agreement number , MSA number, MCS workorder number and Premier Services Description number
- Transition of existing EAs to new EA program. Existing EAs will continue to be supported under the old program until they expire or are terminated.

4 Business Justification

Enterprise agreements generated over \$4.89 billion dollars in revenue to MS as of the end of June 99. MS will continue to invest in new and revised solutions to service our enterprise customers better and to continue to increase revenue per pc.

5 Assumptions and Constraints

5.1 Assumptions

- Price tool modifications will be ready to support new levels and prices at launch
- There will continue to be exceptions to EA 5.0 agreements done by MS Field and the Business Desk
- Services and Support worldwide will enforce and track the Umbrella agreement number on new MSA 5.0 agreements, MCS workorders and service descriptions.
- Will roll out EA 5.0 independent of constraints listed below

5.2 Constraints

- Integration of licensing, service and support data. Currently licensing data for EAs is centrally located in MSL and contains worldwide EA licensing data. For services , the data is within 3 systems worldwide and for support it is in 2 systems worldwide or handled manually, there is no integration with the licensing systems.

- Mastering of customer id-currently there is not a single location where all Depth and Breadth customers are mastered for licensing, services and support within MS, they are mastered differently in each of the separate systems.
- Dependent on e-license to provide end customers with online invoice order details for EAs, Select and Open
- Vendors and subscription management system to accommodate new pool, language and media types for EA and Select customers in Feb time frame.

6 Program Business Requirements

6.1 Customer Type

- Corporate Enterprise Customers Only

6.2 Customer Segment (Breadth, Depth)

- Breadth(1000-4,999)
- Depth(5,000+)
- MORG(500-999)

6.3 Channel Model (LARs, Indirects, DMRs)

6.3.1 Role and value proposition

Enterprise Agreements will continue to be sold through Large Account Resellers. There are minor changes to the process, the main change is the addition of the Umbrella agreement in the sales process and how the agreements are filled out and provided to Operations.

Old EA 4.1 process:

A.) Customer Size - 500-4,999 Desktops:

- Step 1: Identify, qualify and price Enterprise Agreement opportunities.
- Step 2: Deliver proposal and agreements to end customer
- Step 3: Quote final pricing to end customer
- Step 4: Fill out section 5 and 6 of Enterprise Sign Up Form with Reference Prices for Enterprise Licenses and True Up and fill out the Reseller Information Form including Name/Address(section 1), PO Number, Part number and price level information for billing the Enterprise Licenses(section 2).
- Step 5: Provide final agreement to customer for signature
- Step 6: Review agreement for completeness and accuracy against MS Operations checklist
- Step 7: Route original agreement to MS Operations Center(Sub in EMEA)

B.) Customer Size - 5,000+ Desktops:

- Step 1: Identify and qualify Enterprise Agreement opportunities
- Step 2: Work with MS to deliver proposal and agreements. Microsoft develops and provides reference pricing to end customer.
- Step 3: A Channel Price Sheet is provided to LAR by MS for net pricing on EA. MS fills in reference pricing in section 5 and 6 of the Enterprise Sign Up Form and LAR does not fill in section 2 of the Reseller information form since this information will be provided by the LAR on the CPS instead
- Step 4: Provides final pricing(based on LAR prices) and agreement to the end customer for signature
- Step 5: Reviews agreement for completeness and accuracy against MS Operations checklist
- Step 6: Route original agreement to MS Operations Center(Sub in EMEA)

New EA 5.0 process:

A.) Customer Size - 500-4,999 Desktops:

- Step 1: no change
- Step 2: Deliver proposal and Umbrella(if not already executed), EA Master(if not already executed), Select Master(if applicable and not already executed) and EA and Select enrollment agreements to end customer.

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Step 3: no change
 Step 4: Fill out sections of Enterprise Sign Up Form with Reference Prices for Enterprise Licenses and True Up for applicable products selected and fill out the Reseller Information Form including Name/Address, PO Number, Part number and price level information for billing the Enterprise and additional product Licenses. Note: For new EA Master with new Umbrella agreement, leave the agreement numbers blank on agreement forms, these will be assigned by MS. For new EA Master but existing Umbrella Agreement, insert Umbrella agreement number on EA Master and for existing EA Master with existing Umbrella, insert EA master number and Umbrella number on EA enrollment
 Step 5: no change
 Step 6: no change
 Step 7: Route Umbrella(if applicable), EA and/or Select(if applicable) agreements to MS Operations Center(Sub in EMEA). Service and support MSA, work orders and service descriptions do not go to Licensing Operations, these will be routed by the MS Field AM to the appropriate subsidiary for processing.

B.) Customer Size - 5,000+ Desktops:

Step 1: no change
 Step 2: Work with MS to deliver proposal and and Umbrella(if not already executed), EA Master(if not already executed), Select Master(if applicable and not already executed) and EA and Select enrollment agreements to end customer. Microsoft develops and provides reference pricing to end customer for EA.
 Step 3: no change
 Note: For new EA Master with new Umbrella agreement, leave the agreement numbers blank on agreement forms, these will be assigned by MS. For new EA Master but existing Umbrella Agreement, insert Umbrella agreement number on EA Master and for existing EA Master with existing Umbrella, insert EA master number and Umbrella number on EA enrollment
 Step 4: no change
 Step 5: no change
 Step 6: Route Umbrella(if applicable), EA and/or Select(if applicable) agreements to MS Operations Center(Sub in EMEA). Service and support MSA, work orders and service descriptions do not go to Licensing Operations, these will be routed by the MS Field AM to the appropriate subsidiary for processing.

6.3.2 Channel Contract Terms
 channel contract terms will remain unchanged for this release

6.3.3 Compensation(i.e. rebates, fees)

- US-4% rebate on non-depth revenue, no change in rebates for the EA 5.0 release
- EMEA-same as above?

6.4. Sales Process

6.4.1 Enterprise Agreement w/out Services Sales Process

6.4.1.1 Identification-No Change

- 6.4.1.1.1 MS Field Rep or LAR identify a potential depth/breadth account candidate
- 6.4.1.1.2 MS Field Rep request the customer to designate a LAR if not chosen
- 6.4.1.1.3 MS Field Rep or LAR complete customer profile and review purchase history of customer for use of technology, installed base, international usage.
- 6.4.1.1.4 MS Field Rep or LAR determine likely license outcome(EA and/or Select) based on technology commitment and issues/triggers
- 6.4.1.1.5 MS Field Rep or LAR determine customer is an EA candidate.

6.4.1.2 Qualification-No Change

- 6.4.1.2.1.1 Customer determines number of qualified desktops, platform product choice and number of additional product licenses to purchase for the 3 year commitment
- 6.4.1.2.1.2 MS Field Rep or LAR provide the customer with the MS published prices for the platform or choice of platform products as well as any additional products the customer is interested in licensing under their enterprise.

6.4.1.3 Build the Solution

- 6.4.1.3.1.1 MS Field Rep or LAR determine if an Umbrella agreement exist or not with customer. If one exist, LAR or MS Field rep retrieve the Umbrella agreement number from MS or the customer. If one does not exist, provide the Umbrella agreement and EA Master/Enrollment to the end customer.
- 6.4.1.3.1.2 Breadth customers may get prices quoted from LAR. Depth customers get reference pricing directly from MS. -No change
- 6.4.1.3.1.3 Depth and Breadth customers who request price discounts or other special terms must get price quoted from Microsoft Field Rep. -No change
- 6.4.1.3.1.4 Any negotiation is done with Microsoft Field Rep (& Bus. Desk if necessary)-No change
- 6.4.1.3.1.5 Final Reference Pricing is inserted in the agreement and net prices are provided to LARS via the channel price sheet (CPS) for EAs with >5000 pcs and all exceptions and via the EA price list for EAs with <5000 pcs.-No change

6.4.1.4 Sell the Solution

- 6.4.1.4.1.1 LAR takes final Umbrella agreement, EA Master, EA enrollment to customer for signature and retrieves initial PO for first annual billing from customer.
- 6.4.1.4.1.2 LAR reviews agreements for accuracy and completeness of contract information and ensures purchase order is supplied by the end customer to the LAR before submitting the agreements to MS Operations.

6.4.1.5 Close

- 6.4.1.5.1.1 LAR sends completed and signed Umbrella, EA Master and EA enrollment agreements to MS Operations with customers initial purchase order number on contract for processing and billing.
- 6.4.1.5.1.2 MS Operations receives all of the agreements and reviews for completeness and accuracy. All errors are communicated back to LAR to resolve with Account Manager (AM) and/or customer.-no change
- 6.4.1.5.1.3 MS Operations issues agreement number on Umbrella, EA Master and EA enrollment once contracts are approved and sends out initial fulfillment kit to end customer based on pool and languages selected.
- 6.4.1.5.1.4 MS creates an invoice to LAR for the EA billing-no change
- 6.4.1.5.1.5 MS collects from LAR -no change
- 6.4.1.5.1.6 LAR remits payment to MS -no change
- 6.4.1.5.1.7 LAR receives quarterly rebate from MS-no change(US and EMEA specific)
- 6.4.1.5.1.8 LAR follows up with end customer for the subsequent enterprise POs and True up orders and reports each year.-no change

6.4.2 Enterprise Agreement with Services and/or Support Sales Process- New

6.4.2.1 Identification: (profile, prioritize opportunity)

- 6.4.2.1.1.1 MS Field Rep or LAR identify a potential depth/breadth account candidate
- 6.4.2.1.1.2 MS Field Rep request the customer to designate a LAR if not chosen
- 6.4.2.1.1.3 MS Field Rep or LAR complete customer profile and review purchase history of customer for use of technology, installed base, international usage.
- 6.4.2.1.1.4 MS Field Rep engages Managing Consultant, Premier Contract Rep and LAR to review service and support profile to gather knowledge for current and past experiences with account
- 6.4.2.1.1.5 MS Field Rep determines likely outcome (EA and/or Select) based on customers technology commitment and issues/triggers
- 6.4.2.1.1.6 MS Field Rep, Managing Consultant and Premier Contract Rep identify risks to win/deliver services or support.
- 6.4.2.1.1.7 MS Field Rep or LAR determine likely license outcome(EA and/or Select) based on technology commitment and issues/triggers
- 6.4.2.1.1.8 MS Field Rep or LAR determine customer is an EA candidate.

6.4.2.2 Qualification:

- 6.4.2.2.1.1 MS Field Rep, LAR, MCS Practice Manager, and Premier Contract Rep consult with customer to understand and agree on their high priority business and IT needs.
- 6.4.2.2.1.2 MS Field Rep, Managing Consultant and Premier Contract Rep collaborate to qualify service and support needs for customer (this may include a services assessment).
- 6.4.2.2.1.3 Customer determines number of qualified desktops, platform product choice and number of additional product licenses to purchase for the 3 year commitment
- 6.4.2.2.1.4 MS Field Rep, LAR, MCS Practice Manager, and Premier Contract Rep develop technology, service and support solution and business case to be presented to customer.
- 6.4.2.2.1.5 MS Field Rep or Large Account Reseller (LAR) provides the customer with the MS published prices for the license platform or choice of platform products as well as any additional products the customer is interested in licensing under their enterprise.
- 6.4.2.2.1.6 MS Field Rep, Managing Consultant, and Premier Contract Rep determine MS service and support offerings and corresponding prices which fit customers technology and business needs. LAR determines their service and support offerings to the customer with their prices to customer.

6.4.2.3 Build the Solution

- 6.4.2.3.1.1 MS Field Rep or LAR determine if an Umbrella agreement exist or not with the customer. If one exist, LAR or MS Field rep retrieve the Umbrella agreement number from MS or the customer. If one does not exist, MS Field Rep or LAR provide the Umbrella agreement to the end customer.
- 6.4.2.3.1.2 Breadth customers may get prices quoted from LAR. Depth customer get reference prices from MS Field Rep
- 6.4.2.3.1.3 Depth customers who request price discounts or other special terms must get price quoted from Microsoft Field Rep
- 6.4.2.3.1.4 Any negotiation is done with Microsoft Field Rep (& Bus. Desk if necessary)
- 6.4.2.3.1.5 MS Field Rep, Managing Consultant, and Premier Contract Rep determine if a Master Services Agreement (MSA) already exists for the customer to leverage and if so what type of MSA (combined Premier and MCS, MCS only, or Premier only). If a new MSA is necessary to be signed, the MS Field Rep acquires an MSA and provides it to the customer for review along with the EA Master and EA Enrollment.
- 6.4.2.3.1.6 MS Field Rep provides LAR with Net Pricing for the licenses via Channel Price Sheet (CPS) if EA is for >5000 pcs, otherwise pricing is supplied by MS via EA price list. MS Final pricing for the services and support offerings is inserted into the MCS work order and/or Premier Services Description by the MCS Practice Mgr and Premier Contract Rep respectively, LARs cannot price MS services and support.
- 6.4.2.3.1.7 MS Field Rep prepares for final proposal of licensing and service offerings to customer and determines negotiation strategy. Possible objections are prepared for and MCS Practice Mgr and Premier Contract Rep are enlisted where appropriate to address MCS or Premier issues.

6.4.2.4 Sell the Solution

- 6.4.2.4.1.1 MS Field Rep, Managing Consultant, Premier Contract Rep and LAR jointly present final proposal to customer and sell the value of licensing, services and support to be delivered by MS and the LAR.
- 6.4.2.4.1.2 MS Field Rep works with the appropriate resources to resolve issues and approve exceptions and revise customer proposal to include any special concessions granted to customer.
- 6.4.2.4.1.3 MS Field Rep presents updated proposal to customer for final approval.
- 6.4.2.4.1.4 Proposal is accepted by customer.
- 6.4.2.4.1.5 LAR provides the Umbrella Agreement, EA Master, EA Enrollment, Select Master (if applicable) Select Enrollment (if applicable), MSA (if applicable), MCS work order, and/or Premier Services

Description to the customer with final pricing for the licensing components for signature. Final pricing for services and support workorder and description were inserted directly into the work order and services description by MS.

- 6.4.2.4.1.6 LAR retrieves initial PO(s) to MS for first annual EA billing from customer.
- 6.4.2.4.1.7 LAR reviews all agreements for completeness and accuracy against agreement checklists. LAR is responsible for ensuring accuracy of contract information and end customer Purchase order(s) supplied before submitting the agreements to MS Operations for processing.

6.4.2.5 Close

- 6.4.2.5.1.1 LAR sends completed and signed Umbrella and licensing contracts(EA/Select(if app)) to MS Licensing Operations for processing and billing.
- 6.4.2.5.1.2 MS Field Rep sends completed and signed MSA, MCS Work order, and Premier Services Description to MS subsidiary address on the agreements for processing.
- 6.4.2.5.1.3 LAR bills the customer directly for EA and Select purchases.
- 6.4.2.5.1.4 MS Licensing Operations receives the Umbrella agreement and licensing contracts(EA/Select-if appl) and reviews for completeness and accuracy. All errors are communicated back to LAR to resolve with AM and/or customer.
- 6.4.2.5.1.5 MS Licensing Operations issues agreement number to Umbrella and Licensing agreements(EA/Select-if appl) once contract is approved and sends out initial fulfillment kit
- 6.4.2.5.1.6 MS Licensing Operations routes 1 original of the Umbrella and Licensing agreements(EA/Select-if appl) to the customer.
- 6.4.2.5.1.7 MS creates EA and Select invoices to the LAR
- 6.4.2.5.1.8 MS collects payment from LAR for EA and Select billings
- 6.4.2.5.1.9 LAR remits payment to a MS
- 6.4.2.5.1.10 LAR receives quarterly rebate from MS(US and EMEA)
- 6.4.2.5.1.11 LAR follows up on the subsequent enterprise Pos and True up orders and submits to MS each year for the customer.

6.4.2.6 Deploy

- 6.4.2.6.1.1 Premier Technical Account Manager (TAM) initiates premier/partner support planning.
- 6.4.2.6.1.2 Managing Consultant designates or hires consulting resources and begins work .
- 6.4.2.6.1.3 LAR, Managing Consultant, and/or TAM inform MS Field Rep of issues/triggers that occur at account
- 6.4.2.6.1.4 MS Field Rep maintains regular contact with customer and handles any administration or coordination issues.

6.4.3 Non-standard exceptions and approval process(includes new/modified policy statements)

[TBD: Wait for empowerment stuff. Include standard/non-standard/exception matrix(see template)]
The business desk will be allowed to create a standalone EA agreement on exception. This would be a EA Master that does not require an Umbrella Agreement and has all of the Umbrella business terms in the EA Master agreement. No Umbrella Agreement Number field would be indicated on the agreement and there would need to be a separate document type for the standalone EA agreement so the Field, LARs and Operations can tell the difference between the Umbrella agreement structure and the standalone agreement structure since the sales process and close process is impacted by this change(i.e. no Umbrella is required to be signed and no Umbrella agreement information is required to be tracked and managed). Additionally, it will be important to provide metric reporting on the number of agreements that have an Umbrella structure vs a standalone agreement structure and the Umbrella agreement structure will require an Umbrella Number on the EA Master and the standalone EA Master will not. All other program rules would stay the same for the standalone agreement.

6.5 License Program Standard Components

6.5.1 License model(i.e. commitment, transaction)

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- Commitment(no change)
- 6.5.2 Discount model(forecast, up front)
 - Based on up front committed number of desktops for the platform, components of the platform and Electronic Press Books-no change
 - Based on up front license volume for additional committed products(no forecast, no compliance checking)-new
- 6.5.3 License rights(i.e. perpetual, non-perpetual)
 - Perpetual at end of agreement term(no change)
- 6.5.4 Pricing Model(annuity, subscription, pay as you go, prepaid, in arrears)
 - Annuity(no change)
- 6.5.5 Usage Model(per user, per desktop, per employee)
 - Per desktop for the platform, components of the platform and Electronic Press Books(no change)
 - Per license for additional committed products outside the platform, components of the platform and Electronic press books-new
- 6.5.6 Order frequency(monthly, quarterly, yearly etc...)
 - Yearly(standard) -no change
 - Non-standard(i.e. quarterly, semi-annual etc..)-no change will continue to support the same payment frequencies as we do under the existing EA program
- 6.5.7 Minimum order/commitment quantities
 - 500 desktop minimum to sign an enrollment(no change)
 - minimum of 1 license for additional committed products after achieving 500 desktop minimum to sign an enrollment and signing up for platform or product within platform.-new
- 6.5.8 Period of performance(term)
 - 3 years with 1 year renewal option(no change)
- 6.5.9 Division requirements :-new
 - Affiliates that are 51% owned by a Company may sign an EA Enrollment anytime during term of EA Master.
 - EA Master end date will be the end date for all additional divisional enrollments. An enrollment could be terminated prior to its natural expiration with business desk approval.
 - The division will pay the price of the product depending on when they add(i.e. if they add in year 2, they will pay the 2 year price no matter when they add in year 2, there is no proration.). Pricing is determined with the customer with the MS Rep if >5000 pcs or a non-standard EA or the LAR if <5000 pcs and a standard EA. The pricing is based on the number of years left in the agreement, there is no pro-ration(i.e. if a customer is negotiating an EA that has 18 months left in the agreement, the customer will pay a 2 year price from the published price list. Bus. Desk may make an exception but the standard is based on 12 month increments so customer is obligated to pay a full year at a minimum no matter when they sign within the year.
 - If a customer has an increase in the additional desktops throughout the term of the EA, the standard is that the customer must order those via the true up process. Any exceptions from this policy must be approved and processed by the business desk.
- 6.5.10 Platform or components of the platform business rules:
 - Must cover the entire enterprise for all qualified desktops as defined in the Enterprise Enrollment Sign Up Form-no change
 - Products include Office, Office Pro, Windows, Windows NTW, BackOffice CAL, Electronic Press Books-no change
 - Customer may not add additional pools to an existing EA after the effective date of their agreement. They must sign a new enrollment. -new. Business desk must approve and process any exceptions.
- 6.5.11 Additional committed product business rules(see products and pricing section for list of additional products):-new
 - Must have signed up for the platform or a component of the platform before electing additional products to the EA
 - Licensing the entire enterprise is not a requirement for the additional products
 - Minimum commitment of 1 license per additional product added
 - Office Premium Work at Home must be equal to or less than the Office Premium Upgrades ordered. This is a customer guideline and is not enforced manually or systematically, it is to be managed by the customer.

- Terminal Server Licensing requirements: Must have NT4/Windows 2000 Server license, NT Server Cal/Windows 2000 Server CAL and NT4/Windows 2000 Professional Workstation license or NT4/Windows 2000 Terminal Server. This is a customer guideline and is not enforced manually or systematically, it is to be managed by the customer.
- When adding additional products, any discounts given in the agreement must be applied either in total to the enterprise platform or evenly across all products in the deal. Discounting additional products to zero is not allowed. A zero price line item will not be rejected but should be tracked and escalated to Business Desk Management. User should be able to enter a zero price line item if one is submitted on a Channel Price Sheet so the purchase order can be entered into the system and tracked as received.

6.6 Agreement Structure and Process

6.6.1 Agreement Structure

Standard

The EA customer will sign an Umbrella Agreement which will include the business and legal terms which are not specific to the offering (i.e. Select, Enterprise, Services). Customers who wish to purchase ad hoc Select products will have to sign a Select Master(if applicable) and Select Enrollment agreement. Customers who wish to sign an EA will have to sign an EA Master(if applicable) and EA Enrollment and customers who wish to order services or support will have to sign an MSA and a MCS Work Order and/or Premier Services Description.

Non-standard

The EA customer will sign an EA Master which will include the business and legal terms that were pulled out for the Umbrella agreement. The customer will not be required to sign an Umbrella, they must only sign an EA master and an EA enrollment.

(New)Umbrella Agreement: The Umbrella agreement will have an effective date but no end date and will require a customer signature and a MS signature. The effective date is based on when the legal Licensing Operations Center(MSLI, Singapore or Dublin) signs and accepts the Umbrella agreement. The Licensing Operations Center may sign the Umbrella as the legal MS affiliate because they are not engaging to work or commit to the MCS workorder or Premier Services Description. It will allow the customer to add a Select Master Agreement, an Enterprise Master Agreement, or an MSA(Master Service Agreement). The Umbrella agreement is required to be signed and accepted by MS legal affiliate before any of the component licensing or service agreements may be signed since it includes the general business terms across all of the component agreements and must be agreed to first. There could be multiple Umbrella agreements signed within a company, there is nothing to prevent GE(parent) and GE Capital(child affiliate) from signing their own Umbrella agreements even though the intent is that the parent would sign so the children do not have to.

The Umbrella Agreement will include general business terms that apply across Select, Enterprise Agreements and services and support. In order to sign an Umbrella agreement, a customer has to be able to assume and agree to the following responsibilities:

- Ensure all affiliates are aware of the terms and agree with the terms of the Umbrella before they can sign an EA Master, Select Master or MSA.
- Agree to all of the general business terms(listed below) on behalf of all affiliates owned
- Assist with resolving Master/Enrollment/MSA compliance issues.

The following are the general business terms that will be included in the Umbrella Agreement:

- Definitions(General –not specific to a component license or service agreement)
- Agreement structure(explains umbrella purpose and components that may be signed underneath it)
- Who may order under an Umbrella
- Who may benefit from the Umbrella
- Other rights during the agreement
- Use Terms
- Making copies
- Restrictions-add standard clause on component guarantee
- Transfers of licenses

- Ability to add components(i.e. Select, EA, MSA etc without the obligation to do so)
- Warranties and other obligations of MS-update Y2K language so consistent with EMEA language
- Limitation of Liability
- Verifying compliance(Audit clause)
- Term and termination
- Confidentiality-update for new agmt structure
- Miscellaneous
- Affiliate Participation Form

The Umbrella agreement components that are must be tracked and captured are the following: **Note: all are required unless stated.**

- Customer Name
- Customer Address
- Customer Telephone
- Customer Fax Number
- Customer Email Address-not required
- Customer Contact Name
- Umbrella Agreement Number-assigned by MS random number
- Customer signature(not tracked or captured but required) and signature date
- Effective Date of Umbrella-assigned by MS
- Notices Company Name
- Notices Contact Name
- Notices Address
- Notices Telephone
- Notices Fax Number
- Notices Email Address-not required
- Version number of agreement-assigned by MS
- Document type of Umbrella-assigned by MS
- Acceptance letter notification by fax or email(checkbox)
- Acceptance letter fax number
- Acceptance letter contact name
- Acceptance letter contact name email address

(New)Enterprise Master:

Will have an effective date and an end date and will require a MS signature. Effective date will be the date the MS legal affiliate signs. It will allow the customer to add an Enterprise Enrollment. The Enterprise Master agreement is required to be signed before an Enterprise Enrollment may be signed since the company who is signing the Master is agreeing on behalf of all of the affiliates to commit to a 3 year term and is agreeing to the Enterprise Coverage, True up and confirmation terms and conditions which must be agreed to before any Enrollments may be signed. Additionally, the EA Master agreement will have a supercede clause to any prior EA master agreement.

The Enterprise Master Agreement may be signed by an affiliate(51% owned) of the Umbrella agreement customer who can agree to the following :

- 3 year term with 1 year renewal on behalf of all affiliates that sign an enrollment
- Enterprise, True up acquisition and confirmation terms and conditions
- Assistance with resolving Enrollment compliance issues(i.e. true up, subsequent ordering, payment etc...)

The Enterprise Master Agreement will include the following terms and conditions:

- Cover Page(Company Name and signature/MS affiliate and signature)
- Notices Information Form
- Affiliate Participation Form
- Overview of Program

- Who can order and who can benefit
- Enterprise License Coverage Acquisition terms
- True Up License Terms
- End Customer Price and payment terms
- License confirmation terms
- Standard Divestiture language: if you divest a substantial portion(greater than 10%) of your enterprise, we will work in good faith with you to determine how your revised requirements can be accommodated in the context of this agreement.
- Term and termination clause.
- Incorporation of Umbrella terms and Web Eula by reference

The Enterprise Master agreement components that must be tracked and captured are the following: **Note: all are required unless stated.**

- Cover page:
 - Customer Name
 - Customer Address
 - Customer Telephone
 - Customer Fax Number
 - Customer Email Address-not required
 - Customer Contact Name
 - Umbrella Agreement Number
 - Enterprise Master Agreement Number-assigned by MS random number
 - Customer signature and signature date
 - Effective Date of EA Master-assigned by MS
 - End Date of EA Master-assigned by MS
 - Version number of agreement-assigned by MS
 - Document type of Enterprise Master-assigned by MS
 - User Contact name and email address(used for e-license)
- Notices Information Form
 - Notices Company Name
 - Notices Contact Name
 - Notices Address
 - Notices Telephone
 - Notices Fax Number
 - Notices Email Address-not required
 - Acceptance letter notification by fax or email(checkbox)
 - Acceptance letter fax number
 - Acceptance letter contact name
 - Acceptance letter contact name email address

(Modified)Enterprise Enrollment Agreement

Will have an effective date and the end date will be equal to the Enterprise Master end date and will require a MS signature. It will allow named affiliates to sublicense from the Enrollment customer. The Enterprise Enrollment agreement is where the customer selects the products they want to license, defines their enterprise, designates the qualified number of desktops they are licensing the platform products and additional products for, provides their installed base information, selects their media pool and language choices, receives reference pricing and designates the language and language allocations they will be using the software in. It is also where the customer denotes their designated reseller who will be servicing their enrollment and billing them for the licenses.

The Enterprise Enrollment Agreement may be signed by a customer who can agree to the following:

- Must be an affiliate of the EA Master or the Umbrella customer. Affiliate is defined as 51% owned and must have a separate address, and the ability to place orders and make payments under its own name.
- Must meet 500 minimum pcs to sign an enrollment

- Ensure the number of desktops and licenses for the affiliates sub licensing under their enrollment are included in the number of qualified desktops and/or additional product licenses.

The Enterprise Enrollment will include the following:

- Cover Page(Company Name and signature/MS Affiliate and signature)
- Address Information Form(notices/shipping information)
- Affiliate Participation Form
- Enterprise Sign Up Form
 - License Table(choice of products, qualified desktops, installed base information)
 - Definition of Enterprise
 - Designated language group category
 - Language Allocation
 - Enterprise coverage reference prices in a MS approved currency of the enrollment customers country
 - Additional product coverage reference price in a MS approved currency of the enrollment customers country
 - True up reference prices
- Reseller Information Form
- True Up template

The Enterprise Enrollment agreement components that must be tracked and captured are the following: **Note: all are required unless stated.**

- Cover page:
 - Customer Name
 - Customer Address
 - Customer Telephone
 - Customer Fax Number
 - Customer Email Address-not required
 - Customer Contact Name
 - Enterprise Master Agreement Number
 - Enterprise Enrollment Agreement Number-assigned by MS random number
 - Customer signature and signature date
 - Customer purchase order number
 - Effective Date of EA Enrollment-assigned by MS
 - End Date of EA Master-assigned by MS
 - Version number of agreement-assigned by MS
 - Document type of Enterprise Enrollment-assigned by MS
- Address Information Form
 - Notices:-no change
 - Notices Company Name
 - Notices Contact Name
 - Notices Address
 - Notices Telephone
 - Notices Fax Number
 - Notices Email Address-not required
 - User Contact name and email address(used for e-license)
 - Media information-no change
 - Ship to Name
 - Ship to Address
 - Ship to Contact Name
 - Ship to Phone Number
 - Ship to Fax Number
 - Ship to Email Address-not required
 - MS Account Manager Name

- MS Subsidiary Location
- MS Account Manager Email Address-not required
- Language group choice
- Pool choice
- Acceptance letter notification by fax or email(checkbox)
- Acceptance letter fax number
- Acceptance letter contact name
- Acceptance letter contact name email address
- Enterprise Sign Up Form-no change
 - Qualified Desktops by product
 - Installed base by product
- Reseller/Distributor Information Form-no change
 - Reseller and Distributor Name(if applicable)
 - Reseller and Distributor Address
 - Reseller and Distributor Contact Name
 - Reseller and Distributor Phone Number
 - Reseller and Distributor Fax Number
 - Reseller purchase order number(on reseller information form if <5000 pcs and on CPS if >5000 pcs)
 - Customer price level, language designation, pc quantity (if <5000 pcs only, MS will fill out on CPS if >5000 pcs)
 - Choice of listed MS currencies to be billed in. LAR will select from check box of languages that are available by region.
 - Reseller and Distributor Email Address

6.6.2 Agreement Process

6.6.2.1 Agreement Receipt

6.6.2.1.1.1 Agreement Package -standard

6.6.2.1.1.1.1 New Umbrella customer-no EA 5.0, Select 5.0 or MSA agreements signed

6.6.2.1.1.1.1.1 Umbrella Agreement

6.6.2.1.1.1.1.2 Enterprise Master

6.6.2.1.1.1.1.3 Enterprise Enrollment agreement(includes sign up form for <5000 pcs)

6.6.2.1.1.1.1.4 CPS(if >5000 pcs or non-standard)

6.6.2.1.1.1.2 New EA 5.0 Master customer(Umbrella agreement must be executed)

6.6.2.1.1.1.2.1 Enterprise Master

6.6.2.1.1.1.2.2 Enterprise Enrollment(if the master customer is ordering)

6.6.2.1.1.1.2.3 CPS(if >5000 pcs or non-standard)

6.6.2.1.1.1.3 New EA 5.0 Enrollment customer(Master and Umbrella must be executed)

6.6.2.1.1.1.3.1 Enterprise enrollment

6.6.2.1.1.1.3.2 CPS(if >5000 pcs or non-standard)

6.6.2.1.1.2 Agreement Package-non standard

6.6.2.1.1.2.1 EA Master and EA enrollment with CPS

Agreement pre-requisites for standard agreement package

Prerequisite agmt	Umbrella	EA Master	EA Enrollment
New umbrella customer	X		
New lead customer	X	X	
New enrollment customer	X	X	X

6.6.2.1.1.3 Turn around time(SLA)-no change-3 days for MSLI and APOC, 4 days for EOC

6.6.2.2 Agreement Review

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6.6.2.2.1.1 Agreement package assigned for checklist review

6.6.2.2.1.2 Acceptance criteria

6.6.2.2.1.2.1 Agreement package:-modified

General: If the Umbrella, Enterprise Master or Enrollment Agreement are missing one or more of the checklist components that are required(as identified above) it will be considered invalid and held up for processing until all of the components are provided that complete the Umbrella, Enterprise Master and Enrollment Agreement. All errors are reported back to the LAR to resolve with the customer and MS Field Rep.

6.6.2.2.1.3 Logging of Issues-Add new tracking errors for the Umbrella and EA Master agreement for all required fields.-new refer to escalation procedure on \\licproj\reno-pub\wwprocedures

Turn around time(SLA)-Need to add current SLAs?

6.6.2.3 Agreement Issue Resolution

Point to current process for issue resolution-refer to escalation procedure on \\licproj\reno-pub\wwprocedures

6.6.2.4 Agreement Entry-modified

6.6.2.4.1.1 Assignment of Umbrella Number is done by MSL upon acceptance of a valid Umbrella agreement.

6.6.2.4.1.2 Assignment of EA Master Number is done by MSL upon acceptance of a valid EA Master agreement. An EA Master may not be accepted into MSL without an Umbrella Agreement Number.

6.6.2.4.1.3 Assignment of Enrollment Number is done by MSL upon acceptance of a valid Enterprise Enrollment agreement. An EA Enrollment may not be accepted into MSL without an EA Master Number.

6.6.2.4.1.4 Set up of initial Fulfillment Kit to end customer. Enterprise enrollment customer will receive one free fulfillment kit for the media pools and language elected on the Enterprise enrollment. The media pools elected by the customer must tie out to the license pools signed up for on the Enterprise enrollment. NOTE: the languages shipped will not tie out to languages elected. In most cases we are shipping multiple languages for one selected language and in NA english is being shipped as default even if customer elects other language choices on shipping form. Refer to fulfillment section for languages that are shipped out today. For EA 5.0, we will need the ability to set up the add'l pool classifications, specific languages and media type listed in the fulfillment section. This will be used for purposes of shipping the end customer the specific pool , language they elect at signing of their agreement vs what they get today.

6.6.2.4.1.4.1 Creation: Acceptance letters will be created with different template information based on document type and program type and should include the following information back to customer and the LAR:

6.6.2.4.1.4.1.1 Umbrella Agreement Acceptance

- Name and Address on Umbrella Agreement
- Customer Contact Name on Umbrella Agreement
- Umbrella Agreement Number
- Effective Date of Umbrella Agreement
- Login id(e-license)

6.6.2.4.1.4.1.2 EA 5.0 Master Agreement Acceptance

- Name and Address on Master Agreement
- Customer Contact Name on Master Agreement
- Master Agreement Number
- Effective Date of Master Agreement
- Effective End date of Master Agreement
- Umbrella Agreement Number
- Umbrella Agreement Effective Date
- Program
- Login id(e-license)

6.6.2.4.1.4.1.3 EA 5.0 Enrollment Agreement Acceptance

- Name and Address on Enrollment Agreement
- Customer Contact Name on Enrollment Agreement
- Master Agreement Number
- Effective Date of Enrollment Agreement

- Effective End date of Enrollment Agreement
- Reseller Name
- Program
- Login id(e-license)
-

6.6.2.4.1.4.2 Distribution of acceptance letters: Upon the acceptance of each document type, an acceptance letter will be made available to the customer and reseller within 48 hours. The customer will select at signing of the agreement how they wish to receive the acceptance letter. The customer will have the choice of fax or email. The LAR will receive the acceptance notifications via MS Customer on CP Web.

Email notification options in order of preference:

Option 1: Upon valid submission of an agreement in MSL, a notification email is sent out automatically to the email address setup in the system with the acceptance details in the email. notifying the customer of their acceptance details is available on e-license site.

Option 2: Upon valid submission of an agreement in MSL, a notification email is sent out automatically to the email address setup in the system notifying the customer of the url to locate their acceptance details.

Option 3: User manually sends an email to the customer notifying them of the url where they can locate the acceptance details.

6.6.2.5 Agreement Routing

6.6.2.5.1.1 Customer

MS Licensing Operations will route 1 original of each agreement(i.e. Umbrella, EA Master, EA Enrollment) to the end customer in NA only. Agreements are routed through the Sub in EMEA, Asia and Latam.

6.6.2.5.1.2 LAR

6.6.2.5.1.2.1 MS Licensing Operations will route a copy of each agreement to the LAR

6.6.2.5.1.3 Legal

6.6.2.5.1.3.1 A second original is routed to Legal dept by Licensing Operations if received, otherwise, legal receives a copy and the customer gets the one original.

6.6.2.5.1.4 MS Field rep

6.6.2.5.1.4.1 A copy of each agreement is routed to the MS Account manager listed on the agreement. If no account manager is listed, a copy is not distributed.

6.6.2.6 Amendment processing:

6.6.2.6.1.1 Change of Channel Partner-new policy: Changes of channel partners are not permitted 30 days prior or 60 days after the anniversary of an EA Master agreement.

6.6.2.7 Standard Agreement Template Distribution:

6.6.2.7.1 The Umbrella Agreement, Enterprise Master and Enterprise Enrollment Agreement will be available in hardcopy and on CP Web for the LAR to download. prior to roll out date. (need to find out if this is something all Ops centers are utilizing)

6.6.2.8 Agreement cutoff dates:

6.6.2.8.1 Fiscal cutoff dates

6.6.2.8.1.1 MSLI-end of day Tuesday of month end week

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- 6.6.2.8.1.1.2 APOC
- 6.6.2.8.1.1.3 EOC

6.6.2.8.1.1.4 If exceptions are required, Licensing Operations Centers will follow up with the business desk for approval prior to allowing an exception for the old version to be processed.

6.6.2.8.2 New program agreement cutoff dates-to be determined once roll out date is decided

6.6.2.11 EULA/PUR changes-modified

- There will no longer be a paperbased PUR for Select or EAs that is sent out quarterly. Each product Eula will be an individual Eula that is organized by language, product, version and date and will maintained in a database that will be accessible from the e-license site for end customers and CP Web for channel partners.
- If a customer is not able to access the on line site, they will be asked to contact their LAR for a printed copy of the product EULA or EULAs.

6.7 Products and Pricing

6.7.1 Product offerings(i.e. enterprise platform, services)

- Enterprise(CUS)-covers all desktops -100% commitment -no change
- Additional-covers 1 or more desktops-new offering and new offering code required

6.7.2 Products

The Enterprise standard platform will continue to include :Office Pro/Office/Back Office Cals/ Windows and Windows NTW). In addition to the platform, the components of the platform will now be a standard product offering and will be published on the EA 5.0 price list. The components of the platform consists of the following products:

- Office Professional
- Office Standard
- Office Premium(shouldn't this be an additional vs an enterprise product since customers will not be able to commit for 100% of desktops?)
- Back Office CAL
- Windows NT CAL
- Exchange CAL
- SQL CAL
- Site Server CAL
- Terminal Server CAL
- SNA Server CAL

SMS CAL

- Windows 98 Upgrade
- Windows 2000 Upgrade
- 2 Press platform skus will be included in published price list, these skus already exist for EAs but are being sold as exceptions versus being offered under standard program. With EA 5.0 they will be a standard product offering.
 - MS Press Enterprise Learning Library-Desktop(14 titles)-see revenue allocation section for titles and allocations.
 - MS Press Enterprise Learning Library-Certified Plus(6 titles)
- Additional enterprise products- (price levels still to be determined)
 - Project
 - Front Page
 - Visual Studio Enterprise Edition
 - Visual Studio Professional Edition
 - MSDN Universal
 - MSDN Professional
 - MSDN Library
 - Back office server
 - SQL Server

- SQL Server Enterprise Edition
 - Exchange Server
 - Exchange Server Enterprise Edition
 - Proxy Server
 - Site Server
 - Site Server Commerce Edition
 - SNA Server
 - Systems Management Server
 - Transaction Server
 - Windows NT Server
 - Windows NT Server Enterprise Edition
 - Windows NT Terminal Server Edition
-
- Office Work at Home
 - Office Pro Work at Home

6.7.3 Product revenue allocation

- Enterprise Standard Platform(50%-Office Pro, 30% Windows NTW, 20% B/O CAL)-no change
- MS Press Enterprise Learning Library-Desktop

Press Title	Revenue Allocation
MPI Office 97 Win32 English NA MVL Starts Here Training/Ref	7.14
Press WinNT Wrkstn 4.0 English NA MVL Starts Here Training/Ref	7.14
MPI Win 95 English NA MVL Starts Here Training/Ref	7.14
MPI Internet Explorer 4.0 Win32 English NA MVL Starts Here Training/Ref	7.14
MPI Office 97 Win32 English NA MVL Running Training/Ref	7.14
MPI Access 97 Win32 English NA MVL Running Training/Ref	7.14
MPI Excel 97 Win32 English NA MVL Running Training/Ref	7.14
MPI Outlook 97 Win32 English NA MVL Running Training/Ref	7.14
MPI PowerPoint 97 Win32 English NA MVL Running Training/Ref	7.14
MPI Word 97 Win32 English NA MVL Running Training/Ref	7.14
MPI Win 95 English NA MVL Running Training/Ref	7.14
Press WinNT Wrkstn 4.0 English NA MVL Running Training/Ref	7.14
MPI Word/Excel Bndl 97 Win32 English NA MVL In Depth Training	7.14
MPI Win 98 English NA MVL Starts Here Training/Ref	7.14

- MS Press Enterprise Learning Library-Certified Plus

Press Title	Revenue Allocation
SQL Server 7.0 System Admin Wind 32 English	16.66
SQL Server 7.0 DB Impl. Win 32 English	16.66
SQL Server 7.0 Data Ware. Win 32 English	16.66
MPI Win 98 English Online Training	16.66
MPI Developer Tools 1.0 Win 32 English	16.66
MPI Win 1.0 English	16.66

6.7.4 Languages

The "listed" and "all" language categories will continue to be supported for the platform, components of the platform and additional enterprise products.

Listed languages:(may use any of the below languages and up to 10% of the copies of any such desktop product in a restricted language):

- Brazilian, Chinese Simplified, Chinese Traditional, Czech, English(outside EMEA), Greek, Hebrew, Hungarian, Korean, French Canadian, Japanese, Polish, Russian, Turkish, and Thai

All languages:(may use any of the listed languages plus any of the restricted languages listed below):

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- Restricted languages: Danish, Dutch, Spanish, Finnish, French, German, Italian, Norwegian, Portuguese, Swedish, Arabic, and if the agreement is signed in Europe, English.

6.7.5 Levels

- Platform and components of the platform-Enterprise offering

Level	# Desktops
A	500-999
B	1,000-4,999
C	5,000-19,999
D	20,000-49,999
E	50,000 +

- Additional Committed products-TBD 9/25/99

Level	# Licenses
A	
B	
C	
D	
E	

6.7.6 Purchase Units

Description	Code
At signing or during year 1	3 year
Addition during year 2	2 year
Addition during year 3	1 year
End of Agreement	Each

6.7.7 Price List(TBC by 9/25/99)

Product Description	Language	Product Type	Level	Purchase Unit	Net Price

6.7.8 Currencies

- All available approved MS currencies

6.7.9 Language uplift rules

- listed languages US base price-no uplift-no change
- All languages-uplifted by 15% of listed languages-no change

6.7.10. Price Rule requirements

- Net and ERP prices
- New Program code for Enterprise Agreements 5.0 will need to be created, separate from Select 4 program.
- A price for 500-999, 1,000-4,999, 5,000-19,999, 20,000-49,999, and 50,000+ will need to be created and published for the Enterprise Standard Platform, components of the platform and electronic press books. OPEN Item-May not publish the price points for >5000 pcs as done today
- A price point for each level will be established for customers who sign up for the full EA term up front at signing(3 year), during year 1(2 year), during year 3(1 year) and end of agreement. Non-standard exceptions will continue to be priced by the Business Desk using the EA pricing tool and CPS to LARs with reference

- prices to end customer placed in the EA agreement.
- In addition to the published prices for the enterprise standard platform, MS will also provide published prices for the products within the platform and additional committed products. The additional committed products will be priced at volume levels where the customer would receive a price per license for each additional committed product based on the quantity of licenses committed versus for entire number of desktops within the enterprise.
- A new EA 5.0 price list will be required to be created that is separate from the Select Price List. A new program code for Enterprise Agreements 5.0 will need to be created to uniquely distinguish Net prices for Select from Net prices for the new Enterprise 5.0 program.
- A 3 year, 2 year, 1 year and end of agreement price will need to be created and published for the additional committed products as well as the enterprise standard platform and components of the platform. These prices will be used for the true up as well as when a division signs an Enterprise Enrollment after the EA Master agreement has signed up.(this is still open requirement, not final)

6.7.11 Audience to receive pricing

- LARs worldwide
- EA Price Tool

6.7.12 Preferred method to receive pricing

- CPL via CP Web for Direct LARs

6.7.13 Product types(i.e. maintenance, full version, upgrade etc..)

Name	Code
License Advantage	LAV
Work at Home	WAH
Version Upgrade	VUP-still open

6.7.14 Product license pools

- Enterprise Standard Platform-Enterprise platform
- Enterprise Applications-
- Enterprise Systems
- Enterprise Servers
- Non-this is for products which cross product pools such as Press bundles

6.7.15 Third Party royalties

- N/A

6.7.16 Changes to EA Product list

- A separate product list will be created from the Select product list for products offered under EA only

6.8 Orders/Adjustment/Invoicing

6.8.1. Orders:

6.8.1.1. Initial Enterprise Coverage Purchase Order:

6.8.1.1.1. Purchase Order Form

6.8.1.1.1.1. Required Fields-add new field for offering type

6.8.1.1.2. Purchase Order Frequency-no change

6.4.1.5.1.9 The order frequency standard will be annual for the enterprise and additional committed products.

True up orders will be submitted each year. -no change

6.8.1.1.2.1. Non standard agreements where special terms have been negotiated by MS AM such as less than annual payments will also be supported. -no change

6.8.1.1.3. Purchase Order due dates-modified

6.8.1.1.3.1. The Enterprise coverage billing dates will be based on a 36 full calendar month EA Master agreement.

The 1st example below is using an Enrollment signed up at the start of the Master effective date. The first coverage billing date will cover the period commencing on the effective date of the Enrollment agreement and will end x full calendar months prior to the start of the subsequent 12 full calendar month EA Master anniversary date. Each coverage period after the initial coverage period is always 12 full calendar months.. (i.e. example 1: effective date of EA master equals 8/15/99, effective date of enrollment 1 equals 8/15/99. First coverage period= 8/15/99-8/31/00, Second coverage period=9/1/00-8/31/01, Third coverage period=9/1/01-8/31/02. Example 2: effective date of EA master

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equals 8/15/99, effective date of enrollment 2 equals 2/15/00. First coverage period = 2/15/00-8/31/00, Second coverage period =9/1/00-8/31/01, third coverage period = 9/1/01-8/31/02. Example 3: effective date of EA master equals 8/15/99, effective date of enrollment 3 equals 10/15/00. First coverage period = 10/15/00-8/31/01, Second and last coverage period =9/1/01-8/31/02.

- 6.8.1.1.3.2. The internal bill on dates will occur x days prior to the coverage start date for all subsequent EA payments. The initial billing will be invoiced upon acceptance of the EA enrollment.
- 6.8.1.1.4. Purchase Order method-no change
- 6.8.1.1.4.1. Manual upon submission of Enterprise agreement. Medium to Longer term would like the LAR to provide the customer agreement form details and purchase order details on line via web tool.
- 6.8.1.1.5. Purchase Order Receipt-no change
- 6.8.1.1.5.1. Individual end customer purchase order number is supplied on Enterprise enrollment agreement. LAR PO number is also supplied on Reseller information form and is what MS Operations uses to invoice the LAR for the initial and subsequent EA billings.
- 6.8.1.1.5.2. <5000 PCs-LAR enters the part number, language category, price level, usage country, quantity, and their Purchase Order number on the Reseller information form for billing.-no change
- 6.8.1.1.5.3. >5000 PCs and non-standard EAs-MS Field or Business Desk create a CPS which includes the part number, language category, unit price, and usage country as well as the True up prices and part numbers. The LAR places their PO number on the CPS and signs it prior to submitting to MS Ops for processing.-no change
- 6.8.1.1.6. Purchase Order Review
- 6.8.1.1.6.1. Enterprise Sign Up Form will be adjusted to include additional products and updated enterprise definition. EA checklist will have to be updated to incorporate checks for the addition of these new fields.
- 6.8.1.1.7. Purchase Order Issue Resolution
- 6.8.1.1.7.1. Need to review existing codes to ensure there is an error code for all new standard additions
- 6.8.1.1.8. Purchase Order Entry
- 6.8.1.1.8.1. Initial term: MS will invoice the LAR using the purchase order supplied on the Reseller information form(for <5000 pcs) or the CPS for >5000 pcs and non-standard EAs).
- 6.8.1.1.8.2. Renewals: the LAR must submit a new purchase order for the renewal year and prior written notice must be received by the customer that they wish to extend for the renewal year.

6.8.1.2 Subsequent Enterprise Coverage Billings

- 6.8.1.2.1.1 Subsequent EA billings
- 6.8.1.2.1.1.1 -refer to section 6.8.1.1.3.1 for details
- 6.8.1.2.1.2 Follow up
- 6.8.1.2.1.2.1 MS bills the LAR automatically referencing original PO number provided on reseller information form at agreement signing-no change

6.8.1.3 True Up Purchase Orders

- 6.8.1.3.1.1 True Up Compliance-no change
- 6.8.1.3.1.1.1 True Up report or order is due 15 days following anniversary date of EA master for end customers and LAR is given an additional 15 days to provide to MS.-no change
- 6.8.1.3.1.1.2 A customer may provide one or more True up reports at any time for a given True Up Event, however, the first report or order received will close out that event.
- 6.8.1.3.1.1.3 A customer may only true up a product that wa part of the original Enterprise Coverage.
- 6.8.1.3.1.2 True Up Report-modified
- 6.8.1.3.1.2.1 A True Up report is to be submitted if there are no additional desktops to report. The customer either provides a true up report or true up purchase order, they do not supply both. A true up report is supplied when there are zero additional desktops to report and a true up order is supplied when there is one or more additional desktops.

- 6.8.1.3.1.2.2 The existing true up form will need to be modified to incorporate the additional products that will now also be trued up. There will need to be a line for each product, the current number of licenses or desktops, the total number reported at signing and the difference of the two. This will have to be repeated for each product added to the EA.
- 6.8.1.3.1.3 True Up Purchase Order Form-no change
- 6.8.1.3.1.3.1 The existing true up order form will continue to be used
- 6.8.1.3.1.4 True Up Order and Report due dates-no change
- 6.8.1.3.1.4.1 True Up report or order is due 15 days following anniversary date of EA master for end customers and LAR is given an additional 15 days to provide to MS.-no change
- 6.8.1.3.1.5
- 6.8.1.3.1.6 True Up Escalation Process-modified
- 6.8.1.3.1.6.1 Reminder Letter
- 6.8.1.3.1.6.1.1 A reminder letter notification is sent out to the customer, MS Field Rep and the LAR 45 days prior to customer due date(i.e. true up order is due by customer to LAR 15 days following EA Master anniversary date, true up reminder letter is sent out 45 days prior to that date).
- 6.8.1.3.1.6.2 Delinquent Letter
- 6.8.1.3.1.6.2.1 If a true up report or true up order has not been received within 15 days of due date(i.e. is 15 days past due), MS Operations sends the customer, MS Field Rep and the LAR a delinquent letter notifying them that their true up report/order is x days past due and should have been submitted x days ago. Each LAM also follows up with the LAR to research status of true up.
- 6.8.1.3.1.6.3 Termination Letter?
- 6.8.1.3.1.7 True Up Review
- 6.8.1.3.1.8 True Up Issue Resolution
- 6.8.1.3.1.9 True Up Entry

- 6.8.1.4.1.1 Adjustments-no change
- 6.8.1.4.1.2 Adjustment process
- 6.8.1.4.1.2.1
- 6.8.1.4.1.2.2 A full credit and rebill is completed for all EA adjustments
- 6.8.1.4.1.2.3 A revised CPS is required for all adjustments versus using an adjustment form once the EA has been invoiced. This is because a change to an EA after initial execution requires MS involvement and would require a change to the EA.
- 6.8.1.4.1.2.4 Issues with an EA billing at agreement set up are resolved prior to processing the initial agreement.
- 6.8.1.4.1.3 Adjustment Reason codes
- 6.8.1.4.1.3.1 EA adjustments are typically specific to pricing, bill on dates or MS error
- 6.8.1.4.1.4 Adjustment Receipt
- 6.8.1.4.1.4.1 LAR will notify MS Ops when the customer notifies them of an inaccurate price, bill on date etc..
- 6.8.1.4.1.4.2 LAR will notify the MS Field Rep when the customer has been billed incorrectly per what customer expectation was(this is not a MS invoicing error but a MS negotiation error)
- 6.8.1.4.1.4.3 LAR will work with MS Field Rep to get an amended EA(if applicable) and revised CPS(if applicable).
- 6.8.1.4.1.5 Adjustment Review
- 6.8.1.4.1.5.1 Once MS Ops receives revised CPS or adjustment request for MS invoicing error from LAR, MS Ops reviews request and ensures that the billing was invoiced correctly per the agreement.
- 6.8.1.4.1.5.2 MS Ops notifies LAR if agreement was billed correctly or in error. If in error, then MS Ops adjusts according to was is accurate in the agreement via a full credit and rebill. If correct, MS Ops notifies the LAR and the LAR follows us with the MS Field Rep to resolve.
- 6.8.1.4.1.6 Adjustment Issue Resolution-same process as orders
- 6.8.1.4.1.7 Adjustment Entry
- 6.8.1.4.1.7.1 Full credit and rebill
- 6.8.1.4.1.8 Adjustment Policy
- 6.8.1.4.1.8.1 LAR has 90 days from invoice date to submit adjustment requests(same as Select-MSLI and APOC), 28 days for EOC. This is typically only used where there is a MS error. No adjustment form is used, this will come in via a selquest.

6.8.1.5 Invoicing

6.8.1.5.1.1 Invoice creation

6.8.1.5.1.1.1 a new program code of EA 5.0 will be required for SAP. The document type that will be used will be the current Select 4 document type, but the program code will be EA 5.0. EA 5.0 will be printed on the invoice vs Select 4 since this comes from program code and not the document type (verify with SAP)

6.8.1.5.1.2 Invoice distribution

6.8.1.5.1.2.1 No change

6.9 Credit & Collections

6.9.1 Credit

6.9.1.1 Credit Policy

6.9.1.1.1.1 Payment terms-no change

6.9.1.1.1.2 Penalties and interest requirements-none, no change

6.10 Finance and MS Sales

Finance

6.10.1 Revenue Recognition Enterprise Coverage

6.10.1.1.1 Revenue is recognized when invoiced. Enterprise Agreement Enterprise Coverage is deferred monthly over coverage period of each billing based on when the EA is invoiced. (i.e. if 1st coverage period is 3/1/99-2/28/00 and invoice date is 5/1/99, the deferral will be spread over 10 months vs 12 since the EA was not invoiced until 2 months after the start of the coverage date.

6.10.1.2 True Up

6.10.1.2.1 Revenue is recognized when invoiced. True up billing have a different coverage period depending on true up payment option. The standard True up is to pay a fixed fee at the end of each anniversary year. The first true up covers 2 years, the second true up covers 1 year and the last true up is one day. Therefore, when a user enters a standard true up into MSL at end of year 1 the coverage period will be from the End of Year 1 to the end of Year 3 and will be deferred over 24 months if the true up was invoiced on the 1st day of the coverage period, otherwise it will be deferred over remaining months left in the EA beginning with invoice date. If an exception is made and the true up payment option is split payments and the first true up at the end of year 1 is split into 2 annual payments then the first true up billing would start from end of year 1 to end of year 2 and would be deferred over 12 months and the same for the subsequent true up.

6.10.1.3 Revenue Allocation

6.10.1.3.1 No change- 80 % to usage and 20% to Master or primary sub

MS Sales

6.10.1.3 MS Sales Interface

6.10.1.3.1 No change

6.10.1.4 MS Sales BID

6.10.1.4.1 New addition of Umbrella agreement field and renewal term-Umbrella agreement field is not required for MS Sales to have however, renewal term may be if they are using end date at all for

defferal purposes-they may just be using coverage start and end date so may not need it-verify with MS Sales team.

6.11. License Confirmations

6.11.1.1 Frequency

6.11.1.1.1 EA customers do not own the perpetual rights to the licenses until the end of the agreement. The product licenses and the quantities that they will own the rights to will be outlined in the license table of their agreement, they will not receive a separate license confirmation.

6.11.1.1.2 Confirmation contents-NA

6.11.1.1.3 Confirmation method

6.11.1.1.3.1.1.1 Confirmation to EA customer will be based on license table within the Enterprise enrollment agreement, there will be no separate license confirmation generated. However, see reporting section for requirement on providing EA customers with on line visibility of order details that have been invoiced.

6.11.1.1.3.1.1.2 Some countries will require a paper confirmation such as India. These countries will be handled manually since each country has specific requirements on how the confirmation must look.

6.12. Fulfillment and media

6.12.1.1 Product pool classifications

6.12.1.1.1.1 for phase 1 of Everest, pool classifications will remain applications, systems and servers for EA customers which include the current and n-1 versions. In a subsequent phase of Everest, the following pool classifications will be supported for EA and Select customers providing the customer with the option to receive the current versions only or all versions(current + n-1):

6.12.1.1.1.1.2 Office Desktop Products

6.12.1.1.1.1.3 Server Products

6.12.1.1.1.1.4 Development Tool Products

6.12.1.1.1.1.5 Press Products

6.12.1.1.1.1.6 Other Desktop Application Products

6.12.1.1.1.1.7 Operating System Products

Media Type

For phase 1 of EA under Everest, the customer will not be able to select a media type on their agreement, the default media type will be one initial CD kit for the pool and language group elected on their agreement. In a subsequent phase of Everest, media type will be an option on the EA agreement and the customer will have the option of selecting ESD or CD for media types.

ESD-select bits will be available for certain products in certain languages at no charge to Select and EA customers in phase 1 of Everest, however, the CD shipment will still continue even if the customer elects to go to the MS ESD site and download the bits. This is because the ESD site will not offer every product in every language until a later date.

Languages or language groups

In the initial phase of Everest, we will continue shipping out the existing language groups regardless of the languages chosen on the agreement for new and existing select customers. The exception is in North America where we are now shipping all of the English languages as the default(language group 0). If the customer wants more than the English languages, they may order them from their LAR who can then place an order from MS and they will be shipped out to the LAR or the customer at no charge.

The current language groups for shipping purposes are the following:

Language Group 0:

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Australian English, British English, US English, and International English
 Language Group 1:
 Brazilian portuguese, French, French Canadian, Portuguese and Spanish
 Language Group 2:
 Czech, Danish, Dutch, Finnish, German, Italian, Norwegian, Swedish, Arabic, Eastern European, Greek, Hebrew,
 Hungarian, Polish, Russian, and Turkish
 Language Group 3:
 Chinese simplified, Chinese traditional, Korean, Japanese and Thai

In a subsequent phase of Everest , when the customer elects the languages that they want on the agreement, they will only be shipped those languages vs getting languages they don't want in a given language grouping.

Time and frequency of shipment-no change

Initial fulfillment subscription sent upon acceptance of valid Enterprise enrollment agreement to end customer

Subsequent additional subscription shipments are sent as ordered from LAR

Update and Upgrades are shipped every 45 days-no change

Method of delivery

Physical delivery of CD for all EA and Select customers in phase 1

ESD- for certain products and languages-initial bits free not a subscription

Estimated forecast of shipments

TBD

Authorized customers

Valid enterprise agreement customers may receive initial subscription kit directly

Additional subscriptions to be fulfilled to customer by LAR for all active EA and Select customers

Validation requirements

An agreement entered into MSL that has the initial welcome kit shut off but is still active must still be considered active for subsequent subscriptions so Vendors recognize they are valid to fulfill additional subscriptions if their agreement is active.

Pre Sales process:

New customers to choose pool and language when signing a new Enterprise agreement.

An initial Fulfillment Kit will be sent to the Enrollment customer or (LAR) based on customer choice upon

Microsoft's acceptance and processing of the Agreement.

The Enterprise customer will receive updates and upgrades for the pool/languages that they chose every 45 days

Channel partner will have exclusive viewing rights (CPWeb) of all fulfillment product skus and pricing in CPL available through WWF.

Acquisition process:

LAR may purchase additional subscriptions on behalf of the EA customer as long as the EA customer is an active EA customer.

Customer orders Ad-Hoc fulfillment product purchases through their channel partner (LAR)

Direct LARs will have stocking capability for high running products and products under the EA offering

LAR to price additional fulfillment product to end customer, initial fulfillment kit is free.

Quick ship option required for additional subscriptions-ability for high volume and strategic products to be fulfilled within 2 business days or less of valid order receipt

Post Sales process:

LARs selling/issuing product from stock will need to report monthly fulfillment at a minimum (customer name, agmt number, product quantity shipped, MS part number shipped etc)

Reconciliation of product sold to product purchased from fulfillment vendor

Product Deliverables:

Pool Classification	Current	Archive
Other Desktop Applications		

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	Access 2.0 Win	PowerPoint 97 Win32
	Creative Writer 2.0 Mac	Proofing Tools 97 Win32
	FrontPage 1.0 Mac	Schedule + 7.0 Win32
	Excel 2000 Win32	
	MSDN Library	
	MSDN Pro	
	MSDN Unvrsl	
	Mstrng Ent 6.0 Win32 Dvlpmnt w/VB	
	Mstrng MFC 6.0 Win32 Dvlpmnt w/VC++	
	Mstrng VB 6.0 Win32 Dvlpmnt	
	Mstrng VStudio Ent 6.0 Win32 Distrbtd App Dsgn	
	Mstrng Web Dev 6.0 Win32 w/VInterdev	
	Outlook 2000 Win32	
	PhotoDraw 2000 Win32	
	PowerPoint 2000 Win32	
	PowerPoint 98 Mac\	
	Project 4.0 Mac	
	Project 98 Win32	
	Proofing Tools 2000 Win32	
	Proofing Tools 6.0 Mac	
	Publisher 2000 Win32	
	SGML 1.2 Win32	
	Team Mgr 97 Win32	
	Word 2000 Win32	
Office Desktop		
	Office 2000 Win32 MultiLang Pk	Office 4.2 Win
	Office 98 Mac	Office 97 Win32
	Office Dev Edtn 2000 Win32	Office Pro 4.3 Win
	Office Prem 2000 Win32 MultiLang Pk	Office Pro 97 Win32
	Office Pro 2000 Win32 MultiLang Pk	
	Office Pro/VFoxPro 97 Win32	
	Office Pro/VFoxPro 98 Mac	
Development Tools		
	MapPoint 2000 Win32	Liquid Motion 1.0 Win32
	VB Ent 6.0 Win32	
	VB Pro 6.0 Win32	
	VB Std 6.0 Win32 Lrng	
	VC++ Ent 6.0 Win32	
	VC++ Pro 6.0 Win32	
	VC++ Std 6.0 Win32	
	VFoxPro Pro 6.0 Win32	
	VInterDev 6.0 Win32	
	Vizact 2000 Win32	
	VJ++ Pro 6.0 Win32	
	VJ++ Std 6.0 Win32	
	VSourceSafe 6.0 Win32	
	VStudio Ent Edtn 6.0 Win32	
	VStudio Pro 6.0 Win32	
Servers		
	BackOffice Svr 4.5	
	Exchange Svr 5.5 English	

	Exchange X400 Conn 5.5	
	Proxy Svr 2.0	
	Services for NetWare 4.0	
	Site Svr 3.0	
	Site Svr Internt Conn 3.0	
	SNA Svr 4.0	
	SNA Wrkstn 4.0	
	SQL Svr 7.0	
	SQL Svr Internt Conn 7.0	
	Svcs for Unix 1.0	
	Sys Mgmt Svr 2.0	
	WinNT Option Pak 4.0	
	WinNT Svr 4.0	
	Site Svr Commerce 3.0	
	WinNT Svr Trmnl 4.0	
	WinNT Svr Trmnl InterConn 4.0	
	Internt Explorer 5.0 Win32 Admin Kit	MS-DOS 6.22 English NA VUP MVL
	MS Plus! 1.0 Win32	Win for Wrkgrps 3.11 English NA MVL
	Windows 98	Windows 3.11 English NA MVL
	WinNT Wrkstn 4.0	Windows 95 English NA VUP MVL
MS Press Titles		
	MPI Win 98 Ntwrk Edtn Starts Here Trn/Ref	MPI Excel 97 Win32 English NA MVL Running Training/Ref
	MPI Win 98 Onln Training Kit	MPI Office 97 Win32 English NA MVL Running Training/Ref
	MPI Win 98 Running Training/Ref	MPI Office 97 Win32 English NA MVL Starts Here Training/Ref
	MPI Win 98 Starts Here Training/Ref	MPI Outlook 97 Win32 English NA MVL Running Training/Ref
	MPI WinNT Wrkstn 4.0 Running Training/Ref	MPI Outlook 98 Win32 English NA MVL Elec Bks
	MPI WinNT Wrkstn 4.0 Starts Here Training/Ref	MPI Word 97 Win32 English NA MVL Running Training/Ref
	Press - SQL Server 7.0 Win32 Data Whse Onl Trn Kt	MPI Word/Excel Bndl 97 Win32 English NA MVL In Depth Training
	Press - SQL Server 7.0 Win32 Db Imp Onl Trn Kt	
	Press - SQL Server 7.0 Win32 SysAdmin Onln Trn Kt	
	MPI Access 2000 Win32 Elec Bks Running	
	MPI Excel 2000 Win32 Elec Bks Running	

	MPI FrontPage 2000 Win32 Step by Step Intrctv	
	MPI FrontPage 2000 Win32 Elec Bks Running	
	MPI Internet Explorer 5.0 Win32 Elec Bks Running	
	MPI Office 2000 Win32 Step by Step Intrctv	
	MPI Office Prem 2000 Win32 Elec Bks Running	
	MPI Office Pro 2000 Win32 Elec Bks Running	
	MPI Office SBE 2000 Win32 Elec Bks Running	
	MPI Outlook 2000 Win32 Elec Bks Running	
	MPI PowerPoint 2000 Win32 Elec Bks Running	
	MPI Word 2000 Win32 Elec Bks Running	

6.13 Reporting, tracking and compliance management requirements

6.13.1.1 Online Invoice order details to end customers via e-license

6.13.1.1.1 Purpose of report-

6.13.1.1.1.1 provide EA customers with an online view of what has been billed for their EA

6.13.1.1.2 Audience of report

6.13.1.1.2.1 End customers

6.13.1.1.3 Frequency report will be required

6.13.1.1.3.1 As invoiced

6.13.1.1.4 Estimated number of users

6.13.1.1.4.1 2000

6.13.1.1.5 Content

- Customer Name
- Enrollment Number
- Master Number
- Invoice Number
- Product Description
- Quantity Billed
- Usage country
- Date invoiced

6.13.1.2 Online look up for LARs and internal MS personnel for agreement numbers

6.13.1.2.1 Purpose of report

6.13.1.2.1.1 Provide LARs and Internal MS personnel such as MS Field Reps, Premier Reps, MCS Reps with visibility of Umbrella Agreement numbers, Master and Enrollment agreement numbers.

6.13.1.2.2 Audience of report

6.13.1.2.2.1 LARs, Field Reps, MCS Reps, Premier Reps, Legal, Ops, Business Desk

6.13.1.2.2.2 Frequency of information

6.13.1.2.2.2.1 As agreements are activated

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- 6.13.1.2.1.2.3 Estimated number of users
- 6.13.1.2.1.2.3.1 TBD
- 6.13.1.2.1.2.4 Content
- 6.13.1.2.1.2.4.1 Customer Name
- 6.13.1.2.1.2.4.2 Customer Address
- 6.13.1.2.1.2.4.3 Customer Phone Number
- 6.13.1.2.1.2.4.4 Program
- 6.13.1.2.1.2.4.5 Document Type(i.e. Master, Umbrella, Enrollment)
- 6.13.1.2.1.2.4.6 Agreement Number
- 6.13.1.2.1.2.4.7
- 6.13.1.3.1.4 Notification Letter to EA customers whose agreement has expired
- 6.13.1.2.1.3 Purpose of report
- 6.13.1.2.1.3.1 Provide EA customer with a reminder notification when their agreement expires that they have perpetual rights to the products outlined in the license table of their EA agreement since they have paid all annual payments.
- 6.13.1.2.1.4 Audience of report
- 6.13.1.2.1.4.1 EA customers
- 6.13.1.2.1.5 Frequency report will be required
- 6.13.1.2.1.5.1 End of agreement
- 6.13.1.2.1.6 Estimated number of user
- 6.13.1.2.1.6.1 Expired EA customers

7. Issues, Risks, and Dependencies

- State all known risks and assumptions which may impact program success
-

8. Supplemental Materials

8.1. Glossary

- EA Enterprise Agreement
- LAR Large Account Reseller
- MSA Master Service Agreement
- PO Purchase Order
- SKU stock keeping unit
- TAM Technical Account Manager

8.2. Project Delivery Team

8.3. Roles and Responsibilities

(Project Team, Program Sponsor, WW Ops GM)

Name	Role	Responsibility
Jon Anderson	Steering Committee Leaders	Program review and direction
Morris Kremen	Legal Counsel	Complete initial and final draft of Umbrella and Enterprise Agreement changes-English version. Coordinate with worldwide counterparts on localization.

Julia Hilbun	Channel Sales- Training-PM	WW Lead for channel sales training and communications input into WW training and communications plans. Coordinate with EMEA/Asia and NA/Latam for input.
Ian Kent	Channel Sales and Policy-EMEA	Provide input on training and communication plan for EMEA LARs.
David Gardner	Channel Sales and Policy-Asia	Provide input on training and communication plan for Asia LARs.
Karen Lee	WW Lead Ops PM	Operations Lead for detail operational design coordinating with all 3 operations centers, document EA program specification and ensure coordination of design with other Everest program specifications. Manage all project milestones and status to completion.
Christine Mullaney	Program Development – Sales	EA licensing program mgr. Responsible for EA pricing strategy, identification of program changes to terms and conditions of Enterprise Agreement and field sales process changes-gathering input from Field and business desk team members.
Kenneth Simpson/Michael O'Donovan	EOC Ops PM	Provide input into operational design and specification, coordinate EOC tasks with EOC BPO's/LAM's , ensure proper resources are allocated to support changes and manage EOC tasks. Coordinate with WW Lead Ops PM on EOC tasks/issues.
Bernard Ho	APOC Ops PM	Provide input into operational design and specification, coordinate APOC tasks with APOC BPO's/LAM's , ensure proper resources are allocated to support changes and manage APOC tasks. Coordinate with WW Lead Ops PM on APOC tasks/issues.
Chuck Calhoun	MSLI Ops PM	Provide input into operational design and specification, coordinate MSLI tasks with MSLI BPO's/LAM's , ensure proper resources are allocated to support changes and manage MSLI tasks. Coordinate with WW Lead Ops PM on MSLI tasks/issues. Lead PM for section 6.8 and 6.13
Teresa Howe	Training Mgr – Sales	Responsible for creation of WW training plan for Everest coordinating with Channel and Ops training mgrs. Create Field Sales training materials according to training plan.
Michael Beare(fill in)	WW Lead Training Mgr - Ops	Identify Operational training deliverables and timelines into the WW training plan, create operational training materials coordinating with all 3 ops centers.
Dan Fowler	Director-MSLI	Sign off on entire specification on behalf of MSLI
Ashim Jaidka	Director-APOC	Sign off on entire specification on behalf of APOC
Eddie O'Brien	Director-EOC	Sign off on entire specification on behalf of EOC
Tom Baumbach	WW Operations Coordinator-General Manager	Approves Operational design/resources/budget and ensures program is supportable by all 3 Operations Centers
Scottie Kuper	Sr. Project Mgr- eCBS	Provide input into business design from systems perspective. Analyze impact of design on systems –coordinating with other IT groups. Identify systems impacted and create ROM for costs associated to system changes required.
Dennis Cozart	WW Lead Pricing PM	Responsible for implementation and distribution of new price list for EAs
Teresa Howe	Communciations Mgr-Everest	Responsible for creation of WW communication plan for Everest coordinating with Channel sales and Ops training mgrs for input. Create Field Sales communication materials according to communication plan.
Mark Sargent	MS Sales	Responsible for identification of business impacts and the implementation of MS Sales changes required to support EA changes

Scott Rollins	WVLO-Fulfillment	Responsible for implementation of Everest fulfillment changes
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8.4 Issue Management Approach

8.5 Scope Management Approach

8.6 Project Steering Committee

8.7 Related Marketing Projects

8.8 Related Development Projects

9 Appendix

9.1 Related Documents

Name	Date	Author	Content
Everest Business Requirements	061799	klec	Top level business requirements for all projects under the Everest umbrella
EA Project Plan	TBD	jerrem	Justification, objectives, roles & responsibilities
EA Project Summary	TBD	jerrem	

9.2 System Requirements Allocation Matrix

9.3 Program Actions (To Do List)

9.4 Key Milestones

Key Milestone/Deliverable	Planned Completion Date	Revised Completion Date	Actual Completion Date
Everest Business Requirements complete	6/30/99	7/6/99	8/20/99
Establish EA core and extended teams	7/12/99	7/12/99	7/12/99
First Draft detail specification complete and distributed to core and extended team	7/12/99	7/12/99	7/12/99

Key Milestone/Deliverable	Planned Completion Date	Revised Completion Date	Actual Completion Date
Initial Systems Review	8/12/99		8/12/99
Final Business Requirements	8/20/99		
Review Business Requirements with core/extended team	8/22/99		
Pre-Baseline	8/22/99		
Baseline-functional spec(4 wks from pre-baseline)	9/20/99		
Products/Pricing Analysis Complete	9/25/99		
Price List Cutoff Date(65 days lead time from roll out date)	11/25/99		
Design and Roll out Plan Draft complete	9/1/99		
Design and Roll out Plan Final complete	10/1/99		
Training Plan Complete	9/1/99		
English Agreement Finalized(5 weeks from spec complete)	10/15/99		
Communication Materials Complete	11/15/99		
Procedures/checklists complete	11/15/99		
Announce Program roll out	12/1/99		
Licensing Flash Cutoff date			
LAR Flash			
MS Field Training Materials Complete			
LAR Field Training Materials Complete			
Ops Training Materials Complete			
Ops Training Materials Posted to CP Web to LARs(1-2 wks prior to roll out)			
MS Field training materials posted to Infoweb			
Agreements localized(6 weeks from English agmt)	11/26/99		
Train Direct Partners(4-6 weeks lead time from roll out)			
Train MS Field			
Train LAR Field			
Program Launch Date-NA			
Program Launch Date-Latin America			
Program Launch Date-EMEA			
Program Launch Date-Japan			
Program Launch Date-Rest of Asia			

10 Training and Communication Plan (will move to section 6)

- > State training and communication objectives
- > Training and communication content outline
- > Define Target Audience (i.e LARs, Sales force)
- > Training Dates by Region/District/Partner
- > Type of Training materials(i.e. handbook)
- > Method of Delivery(i.e. direct, cd, web based)
- > Feedback Process