

From: Jay Sak
Sent: Wednesday, March 01, 2000 6:30 AM
To: Matt Pease; Keith Eide
Subject: FW: Intel situation

Importance: High

Matt & Keith

Here is the licensing teams response on Intel. It is going to be an up hill battle, however the course. The Pilot Commercial License is not negotiable (because it is a pilot) however we can probably get some concessions on the price, but it is more then just Thomas we need to get all business Groups to buy in. Please give me your input to proceed.

Jay B. Sak
ISP Business Development Manager
Microsoft Corporation
425-705-4653
425-897-4666 Mobile
425-956-7329

—Original Message—

From: John Duncan
Sent: Tuesday, February 29, 2000 10:03 PM
To: Jay Sak
Cc: Morris Kremen (LCA); Josh Kriesberg
Subject: Intel situation
Importance: High

Hi -

Possibilities are:

- **Have Intel join the ASP pilot and pay the same price as everyone else.** This would be preferred from our perspective. Benefit to them is that the subscription terms allows them to pay as they go for servers rather than buying them up front. In addition, it would allow them to host Office, Exchange and pay us on a per-user subscription basis. However, as you can see from the attachment, the pilot prices are going to end up being significantly higher than what they are paying today (out of compliance).
- **Have Intel join the ASP pilot and pay a significantly discounted price.** We'd really prefer not to do this. It will create an unfair advantage for Intel vis-a-vis other hosting partners, will be costly for us to operationalize custom terms and sets a bad precedent for other deals. If we end up going with this option, we need to talk to Markche if not Thomasko and make sure that they agree it's a good idea given the impact on other partners. I'll also need to escalate it on my side and make sure that the Windows group is bought in.
- **Have Intel purchase Windows, SQL, and SSCE perpetual licenses under Open license program and use those licenses for hosting.** We are working on making this option available for a temporary period of time to any ASP who wants to do web site hosting. We're currently working out a letter of clarification with LCA for ASPs generally and still need to get Windows team's buy-in. Assuming that the Windows team goes for the idea generally, this would be a good option for Intel. We could extend the time limit for Intel. These prices would amount to a significant price break compared to our pilot pricing. For example, they'd be paying the equivalent of \$80/mo for SQL Server and \$100/mo for SQL IC, whereas the pilot prices are \$185 and \$365 respectively. This option would provide more than the 50% discount that you told me today they'd want. Keep in mind that the difference is primarily accounted for by the fact that the perpetual licenses don't include upgrades.

Which of these do you think we need to pursue? Let me know right away. If the only feasible option is the second one, then I we'll need to make sure that we get the right buy-in within both of our groups.

Also, a point of clarification... I'm not intimately familiar with the details of our Select agreements. Do you know if they are limited to the number of servers specified in the 2nd column of the table in section 2.b. of their custom agreement below? Or, are they entitled to unlimited servers? If you aren't able to answer this quickly from your knowledge of the situation, then does Morris understand? I could also have someone in our group try to decipher this. If they are in fact limited on the number of servers that they can use, then over that limit, we have leverage to impose different requirements.

Josh - could you mention to the Windows team when you circulate the web hosting letter that Intel plans on deploying over 10,000 servers in the coming 1+ year and may want to do so under Open perpetual? They should be aware of this



app svcs pilot prong
12.13.9...



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6_18.doc

John Duncan
Product Manager
Business Licensing Group
Microsoft Corp.

MS-PCA 2604015

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Application Services Licensing Pilot Price List

BackOffice Pricing Methodology:

- Based on Open A prices
- Assumed one STD, UPG over 24 mos.
- Amortize over 24 mos. at 9% TVM
- HSAL includes Open A svr lic./100 users • Amort. over 48 mos. at 10% TVM • Amort. over 24 mos. at 10% TVM

Office Pricing Methodology:

- Based on Open B prices
- Assume 2 product purchases over 48 mos.
- Amort. over 48 mos. at 10% TVM • Amort. over 24 mos. at 10% TVM

WTS Pricing Methodology:

- Based on Windows 2000 prices
- Assume 3% churn/mo over 24 mos.
- Amort. over 24 mos. at 10% TVM

	HSAL Price (\$/mo/user)	HSL Price (\$/mo/svr)	HIC Price (\$/mo/svr)
BackOffice	\$16.75	-	-
Windows NT Server-Enterprise	\$3.25	\$145	-
Windows NT Server	\$3.25	\$35	-
Exchange Server-Enterprise	\$3.25	\$60	-
Exchange Server	\$3.25	-	-
SQL Server 7.0-Enterprise	\$11.25	\$185	\$365
SQL Server 7.0	\$11.25	-	\$365
SNA Server	\$3.25	\$45	-
SMS 2.0	\$3.25	-	-
Proxy Server	NM	\$45	-
Site Server Commerce Edition	\$1.75		\$365
Terminal Server (includes Windows NT Server HSAL)	\$7.50	\$35	\$580
Office 2000 Small Business, Standard	\$9.76	-	-
Office 2000 Professional	\$13.13	-	-
Office 2000 Premium	\$17.34	-	-

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For Microsoft Internal Use Purposes

Enrollment Number

Master Agreement Expiration Date

Customer must complete the following:

Master Agreement Number

Name of Lead Customer

Intel Corporation

**MICROSOFT® SELECT ENROLLMENT AGREEMENT
(Custom - Enterprise)**

This Microsoft Select Enrollment Agreement (this "Enrollment Agreement") is submitted by Intel Corporation (the "Enrolling Customer") in connection with the Master Agreement identified above. Unless otherwise defined, all capitalized terms shall have the meanings assigned to them in the Master Agreement.

1. **Additional Definitions.** As used in this Enrollment Agreement, the following capitalized terms shall have the meanings provided below:

"Enrolling Customer's Enterprise" means the Enrolling Customer and all of its affiliates.

"Enterprise Package" means the Enrolling Customer's entitlement to use worldwide all current and future Microsoft business related Software Products offered under Select or other Microsoft volume licensing programs targeted toward large enterprise customers during the term of this Enrollment Agreement as described in Section 2(a) below, and, upon the expiration of such term (but not its earlier termination), to the Licenses described in Section 2(b) below. Each Qualified Employee may run multiple copies of the products in the Enterprise Package on multiple personal computers, workstations, or similar devices.

"Qualified Employee" means any of the Enrolling Customer's employees with company approved identity badges that have a personal computer, workstation or similar device.

For purposes of this Enrollment Agreement, the number of Qualified Employees shall be calculated based upon the number of office employees, temporary office employees and factory workers in the Enrolling Customer's Enterprise. Specifically, the number of Qualified Employees will be deemed to equal:

- (a) 100% of all the Enrolling Customer's office worker employees; plus
- (b) 10,000 (to cover temporary employee and contractor usage); plus
- (c) Until June 30, 1999, 20% of the factory workers, and thereafter, 15% of the factory workers.

2. **Enterprise Package Entitlements.** The Enterprise Package, which the Enrolling Customer will be deemed to have ordered upon its designation of a Large Account Reseller, entitles the Enrolling Customer to the following rights and licenses:

- (a) **During Term.** During the term of this Enrollment Agreement, after taking into consideration the licenses identified in Section 6(b) below that the Enrolling Customer has represented that it currently owns (together with the other Lead Customer Affiliates, if any, that comprise the Enrolling Customer's Enterprise), the Enrolling Customer shall have the right to install, access or use one (1) copy of the latest version of any product(s) included in the Enterprise Package that becomes commercially available during the term of this Agreement (or in place of the latest version of any such product, any prior version thereof) on any computing device within Enrolling Customer's Enterprise. In addition to the right described in the preceding sentence, the Enrolling Customer's Qualified Employees shall have "home use" rights with respect to certain Microsoft products, as described in Sections 12 and 13.

(b) **Upon Expiration.** Upon the expiration of this Enrollment Agreement (but not upon its early termination), the Enrolling Customer shall be entitled to receive from the Enrolling MS Company fully-paid, worldwide, irrevocable and perpetual Licenses for the number of copies of the latest version of each product comprising the Enterprise Package that becomes commercially available during the term of this Enrollment Agreement shown or calculated as described on the table below:

MICROSOFT SOFTWARE	QUANTITY OF LICENSES RECEIVED
Microsoft Win NT Workstation	Equal to the number of Qualified Employees
BackOffice Client Access License	Equal to the number of Qualified Employees
Office Standard	Equal to the number of Qualified Employees less 693
Office Professional	693
Outlook (if separated out of Office or Office Professional)	Equal to the number of Qualified Employees
Access	3945 multiplied by the Number of Qualified Employees at Final True-Up divided by 79,200
FrontPage	15,000
IE	Number of Qualified Employees
Project	5887 multiplied by the Number of Qualified Employees at Final True-Up divided by 79,200
Visual Basic	1314 multiplied by the Number of Qualified Employees at Final True-Up divided by 79,200
Visual C++	2813 multiplied by the Number of Qualified Employees at Final True-Up divided by 79,200
Visual J++	500 multiplied by the Number of Qualified Employees at Final True-Up divided by 79,200
Visual SourceSafe	528 multiplied by the Number of Qualified Employees at Final True-Up divided by 79,200
Microsoft Exchange Enterprise	151 multiplied by the Number of Qualified Employees at Final True-Up divided by 79,200
Microsoft Win NT Standard	2396 multiplied by the Number of Qualified Employees at Final True-Up divided by 79,200
MS Win NT Server Enterprise	1198 multiplied by the Number of Qualified Employees at Final True-Up divided by 79,200
Microsoft SNA Server	29 multiplied by the Number of Qualified Employees at Final True-Up divided by 79,200
Microsoft SQL Server	592 multiplied by the Number of Qualified Employees at Final True-Up divided by 79,200

Enrolling Customer acknowledges and agrees that upon receipt of the licenses described above it shall have no other valid licenses for any Microsoft product that is included in the Enterprise Package except as provided in the following sentence, and that any evidence of any such license obtained by the Enrolling Customer or any Lead Customer Affiliate prior to July 1, 2002 shall be void. As an exception to the general rule described in the preceding sentence, in addition to the licenses granted to the Enrolling Customer as provided above, the Enrolling Customer and the Enrolling MS Company agree that the Enrolling Customer will retain a number of previously acquired Microsoft Windows NT Client Access Licenses equal to 117,000 minus the number of Qualified Employees shown on the final True-Up Report. The number of previously acquired Microsoft Windows NT Client Access Licenses

shall not exceed 50,000. If on the final True-Up Report the total number of Qualified Employees is less than 67,247, the Enrolling Customer will retain a number of previously acquired Microsoft SQL Client Access Licenses the Enrolling Customer equal to 67,247 minus the number of Qualified Employees on the final True-Up Report.

If Microsoft® Systems Management Server, or a similar network/asset management software program is implemented by the Enrolling Customer, then the number of Server licenses shall be determined by the actual implementation of such Server Products as shown by such software.

As a second exception to the paragraph above, the Enrolling Customer will also retain ownership of previously acquired licenses of Microsoft® software as described on the table below:

MICROSOFT SOFTWARE	QUANTITY OF LICENSES RETAINED
Systems Management Server v 1.2	33
Systems Management Server Client Access License v 1.2	5058
SNA Client Access License v 3.0	3075
Exchange Client Access License v 4.0	25
Publisher 97	16
Works 4.0 for Windows 95	62
Microsoft Plus Pack	6055
Team Manager 97	35
Office Professional 97 w/ Bookshelf	239
BackOffice Client Access License v 2.0	42
BackOffice Server v 2.5	2
SQL Server Internet Connector	1
SMTP Gateway v 3.0A	1
Exchange Internet Connector	2
SQL Server Workstation v 6.5	2
Visual FoxPro v 3.0	3
Visual Test	40
Microsoft Test v 3.0	24

3. **Enterprise Package Ordering, Reference Price and Payment Terms.**

- (a) **Enterprise Package Order.** Notwithstanding any terms to the contrary in the Master Agreement, upon designating its Large Account Reseller, the Enrolling Customer will be deemed to have submitted to that Large Account Reseller a purchase order for the Enterprise Package. Such a purchase order for the Enterprise Package described in Section 1, shall be followed by an invoice from the Enrolling Customer's Large Account Reseller as detailed in Section 3(d) below.
- (b) **Enterprise Package Pricing.** The Enrolling Customer has agreed with Corporate Software & Technology, the Large Account Reseller, through which it wishes to do obtain the Enterprise Package, on an Enterprise Package price of Two Hundred Twenty Three Dollars and Eighteen cents (\$223.18) per Qualified Employee per year for each year of the term of the Master Agreement and on a price for the Additional Home Use Rights referenced in section 13 of One Million Nine Hundred Fifteen Thousand (\$1,915,000.00) for each year of the Enrollment Agreement.

- (c) **Reports.** By July 15, 1998 and each succeeding July 15th during the term of this Enrollment Agreement, and within fifteen (15) days following the expiration or earlier termination of the Master Agreement or this Enrollment Agreement, the Enrolling Customer shall complete and submit to its Large Account Reseller a Qualified Employee True-Up Report in the form attached hereto as Attachment A. Each such True-Up Report shall be required to be completed and submitted, whether or not there has been an increase in the number of Qualified Employees within the Enrolling Customer's Enterprise.
- (d) **Large Account Reseller Invoicing.** Notwithstanding any terms to the contrary in the Master Agreement, the Enrolling MS Company will invoice the Enrolling Customer's Large Account Reseller for the Enterprise Package as follows:
- (i) On June 23, 1997, the Enrolling MS Company will invoice the Large Account Reseller for 51,400 Qualified Employees. Based on this number of Qualified Employees and the per Qualified Employee per year pricing and the pricing for the Additional Home Use Rights that the Enrolling Customer has negotiated with its Large Account Reseller, following from this invoice, the Enrolling Customer should expect to be invoiced by its Large Account Reseller in the approximate amount of Thirteen Million Three Hundred Eighty Thousand Dollars (\$13.38M)
 - (ii) On June 20, 1998, the Enrolling MS Company will invoice the Large Account Reseller for 56,400 Qualified Employees. Based on this number of Qualified Employees and the per Qualified Employee per year pricing and the pricing for the Additional Home Use Rights that the Enrolling Customer has negotiated with its Large Account Reseller, following from this invoice, the Enrolling Customer should expect to be invoiced by its Large Account Reseller in the approximate amount of Fourteen Million Five Hundred Thousand Dollars (\$14.50M)
 - (iii) On June 20, 1999, the Enrolling MS Company will invoice the Large Account Reseller for a 64,000 Qualified Employees. Based on this number of Qualified Employees and the per Qualified Employee per year pricing and the pricing for the Additional Home Use Rights that the Enrolling Customer has negotiated with its Large Account Reseller, following from this invoice, the Enrolling Customer should expect to be invoiced by its Large Account Reseller in the approximate amount of Sixteen Million One Hundred Ninety Thousand Dollars (\$16.19M).
 - (iv) On June 20, 2000 the Enrolling MS Company will invoice the Large Account Reseller for 71,450 Qualified Employees. Based on this number of Qualified Employees and the per Qualified Employee per year pricing and the pricing for the Additional Home Use Rights that the Enrolling Customer has negotiated with its Large Account Reseller, following from this invoice, the Enrolling Customer should expect to be invoiced by its Large Account Reseller in the approximate amount of Seventeen Million Eight Hundred Sixty Thousand Dollars (\$17.86M).
 - (v) On June 20, 2001 the Enrolling MS Company will invoice the Large Account Reseller for 79,200 Qualified Employees. Based on this number of Qualified Employees and the per Qualified Employee per year pricing and the pricing for the Additional Home Use Rights that the Enrolling Customer has negotiated with its Large Account Reseller, following from this invoice, the Enrolling Customer should expect to be invoiced by its Large Account Reseller in the approximate amount of Nineteen Million Five Hundred Ninety Thousand Dollars (19.59M).

The timing of the Large Account Reseller's invoices to the Enrolling Customer with respect to the Enterprise Package, as well as the dates on which the Large Account Reseller will require payment from the Enrolling Customer, will be determined by agreement of the Enrolling Customer and its Large Account Reseller.

(e) **True-Up Adjustment**

The actual number of Qualified Employees provided on the Qualified Employee True-Up will be compared each year to the Projected Qualified Employee Count. At the expiration of the Master Agreement and this Enrollment Agreement a True-Up adjustment payment, either to the Enrolling Customer or to the Enrolling MS Company will be calculated based on the sum of these annual comparisons.

Projected Qualified Employee Count

- End of Year 1 - 51,400
- End of Year 2 - 56,400
- End of Year 3 - 64,000
- End of Year 4 - 71,450
- End of Year 5 - If the actual number of Qualified Employees as of July 1 2002 is less than or equal to 79,200 and greater than or equal to 75,500, the Projected Qualified Employee Count shall be equal to the actual number of qualified employees. If the actual number of Qualified Employees as of that date is less than 75,500, the Projected Qualified Employee Count is 75,500. If the actual number of Qualified Employees as of that date is greater than 79,200, the Projected Qualified Employee Count is 79,200.

Each year, the Enrolling MS Company will determine an adjustment factor by subtracting from the actual number of Qualified Employees shown on the Qualified Employee True-Up Report the Projected Qualified Employee Count ("Adjustment Factor"). If, at the expiration of the Master Agreement, the sum of such Adjustment Factors is negative, then on or before July 30, 2002 the Enrolling MS Company will issue a credit to the Enrolling Customer's Large Account Reseller equal to the Adjustment Factor multiplied by negative 2, multiplied by the amount it has invoiced the Large Account Reseller per Qualified Employee per year with respect to the Enterprise Package. The Enrolling MS Company anticipates that such credit will be passed through to the Enrolling Customer, if at all, as provided in the agreement the Enrolling Customer has negotiated with its Large Account Reseller. If, at such time, the sum of such Adjustment Factors is positive, then on or before July 30, 2002 the Enrolling MS Company will invoice the Enrolling Customer's Large Account Reseller for a True-Up adjustment equal to the Adjustment Factor multiplied by 2 multiplied by the amount it has invoiced the Large Account Reseller per Qualified Employee per year with respect to the Enterprise Package. The Enrolling MS Company anticipates that the Large Account Reseller will in turn invoice the Enrolling Customer with respect to the True-Up adjustment in a manner consistent with the agreement between the Enrolling Customer and its LAR. An example of how the True-Up Adjustment would work is provided below:

	Projected Qualified Employee Count	Actual Employee Count	Adjustment Factor
True Up 1	51400	52400	1000
True Up 2	56400	55400	-1000
True Up 3	64000	65000	1000
True Up 4	71450	72450	1000
True Up 5	79200	77000	0
Total			2000
Employee per year price = \$223.18		Multiplied by 2	446.36
Final True Up Payment			892,720.00

4. **Modification of Obligation to Order Licenses.** The Enrolling Customer's obligation to make the installment payments for the Enterprise Package in Section 3 hereof shall supplant its obligation to order Licenses under Section 5 of the Master Agreement.
5. **Obligation to Pay Invoiced Amounts.** The Enrolling Customer shall pay its designated Large Account Reseller all amounts invoiced with respect to the Enterprise Package order described in Section 3, promptly as and when required by the terms of its agreement with its Large Account Reseller. The Enrolling Customer's failure to pay any such amount promptly as and when due shall be grounds for termination of this Enrollment Agreement, cancellation of all licenses and rights to which the Enrolling Customer is entitled under the Enterprise Package and all Licenses ordered hereunder, and, at the joint option of the Enrolling MS Company and the Lead MS Company, termination of the Master Agreement.
6. **Representations.** The Enrolling Customer represents:
 - (a) **Size of Enterprise.** There are currently 48,000 Qualified Employees within the Enrolling Customer's Enterprise
 - (b) **Operating Systems on personal computers, workstations, or similar devices run by Qualified Employees.** The Enrolling Customer and each Lead Customer Affiliate that comprises a part of the Enrolling Customer's Enterprise will obtain, from legitimate sources, one Windows NT Workstation computer operating system (or successor product) license for each personal computer, workstation, or similar device run by Qualified Employees and acquired during the term of this Enrollment Agreement. For situations where Windows NT Workstation does not meet the requirements of the Enrolling Customer or a Lead Customer Affiliate, the Enrolling Customer and each Lead Customer Affiliate that comprises a part of the Enrolling Customer's Enterprise will obtain, from legitimate sources one copy of Windows 95 computer operating system (or successor product) for each personal computer, workstation, or similar device that cannot effectively run Windows NT Workstation.
 - (c) **Incorporation of Terms.** The Enrolling Customer has read and understood the Master Agreement, including any addenda and amendments to that Master Agreement (specifically including but not limited to the current version of the Product Use Rights), and agrees to be bound by the terms thereof, except to the extent (but only to the extent) that such terms conflict with the express terms of this Enrollment Agreement. To the extent there is any inconsistency between the terms contained in this Enrollment Agreement and the terms contained within the Master Agreement, the terms hereof shall control.
 - (d) **Temporary Employees and Contractors.** Enrolling Customer and Lead Customer Affiliates will not provide software licensed hereunder to more than Ten Thousand (10,000) temporary employees or contractors at any time.
7. **Timing of LAR Change.** The Enrolling Customer shall use reasonable efforts to cause any change of Large Account Reseller to occur and become effective as of the close of business on the last business day preceding an anniversary of the Effective Date.
8. **Reporting of Overseas Desktops.** The Enrolling Customer will assist the Enrolling MS Company in determining the total number of Qualified Employees within the Enrolling Customer's Enterprise that are located outside the United States, identified by country. There will be no uplifts or additional costs related to that determination.
9. **Multiple Contracts or Enrollment Agreements.** The Enrolling MS Company and the Enrolling Customer agree to make best efforts in educating Lead Customer Affiliates of the Enrolling Customer and affiliates of the Enrolling MS Company worldwide about the terms and conditions of the Agreement. If a Lead Customer Affiliate should execute a Microsoft® Select Master Agreement, Enrollment Agreement or other Microsoft volume purchase agreement ("Subsequent Agreement"), the Enrolling MS Company and the Enrolling Customer shall work together in good faith to bring about the rescission of any such subsequent agreement on terms that place the parties in the same position they would have enjoyed had such subsequent agreement never been executed.

10. **Confidentiality.** The terms and conditions of this Enrollment Agreement are confidential. Neither party nor its affiliates will disclose such terms and conditions, or the substance of any discussions that led to them, to any third party other than its affiliates, agents, and designated or prospective Large Account Resellers who: (a) have a need to know such information in order to assist the parties in carrying out its duties or enjoying its rights hereunder; and (b) have been instructed that all such information is to be handled in strict confidence.
11. **Special Audit Provision.** Notwithstanding anything to the contrary in Section 10(b) of the Master Agreement the right of the Enrolling MS Company to audit the Enrolling Customer and Lead Customer Affiliates shall be limited to determining: (a) the number of Qualified Employees within the Enrolling Customer's Enterprise; (b) the usage rates of computing devices by "factory workers" within Enrolling Customer's Enterprise; (c) the number of computing devices made available within Enrolling Customer's Enterprise to temporary employees and consultants; and (d) the number of "home use" copies of Microsoft software made available to or in use by employees of Enrolling Customer and Lead Customer Affiliates, and Enrolling Customer's methods and processes for controlling such use.
12. **Qualified Employee Home Use Rights.** Notwithstanding anything to the contrary in the Product Use Rights, the Enrolling Customer may permit its employees to make an additional copy of the normal complement of Microsoft business related Software Products used by such employees, exclusive of "System Licenses", for his/her exclusive use on a home computer; provided that the number of home use copies made or used under this provision may not exceed, at any time, the current number of Qualified Employees within Enrolling Customer's Enterprise; provided further that Enrolling Customer shall employ methods and processes and shall keep records sufficient to ensure that the number of such "home use" copies does not exceed the number of Qualified Employees.
13. **Additional Home Use Rights.** Notwithstanding anything to the contrary in the Product Use Rights, the Enrolling Customer may permit its employees, above and beyond the number used to determine the number of Qualified Employees, ("Factory Workers") to make a copy of Microsoft® Office for his/her exclusive use on a home computer through the term of the Enrollment Agreement. Upon the expiration of the Enrollment Agreement the Enrolling Customer agrees to recover the copies of Microsoft® Office and to make commercially reasonable efforts to ensure its Factory Workers have retained no copies of Microsoft® Office, unless a subsequent agreement has been negotiated with similar terms.
14. **Processor Limitation and Interactive Software.** Notwithstanding anything to the contrary in the Product Use Rights, the Enrolling Customer may permit its employees to run Microsoft Server software, which includes but is not limited to, Microsoft® Windows® NT Server and Microsoft® SQL Server on servers with an unlimited number of processors.
15. **Product Use Right Changes.** In the event that there is a change to the Product Use Rights that seriously impact the Enrolling Customer's use of the Microsoft business related Software Products licensed under this Enrollment Agreement, the Lead MS Company agrees to negotiate in good faith a mutually agreed upon resolution for continued use of the Microsoft business related Software Products licensed under this Agreement.

This Enrollment Agreement shall not be effective until accepted in writing by the Enrolling MS Company.

Name of Enrolling Customer (Entry Name):	Name of Enrolling MS Company: Microsoft Corporation
By _____ <i>(signature)</i>	By: _____ <i>(signature)</i>
Name: _____ <i>(printed)</i>	Name: _____ <i>(printed)</i>
Title: _____ <i>(printed)</i>	Title: _____ <i>(printed)</i>
Date: _____	Date: _____

The Enrollment Agreement and attached documents should be sent to the following address for approval and processing:	
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Notices required or permitted under the Master Agreement should be addressed to the contact and locations outlined below. If the information below changes during the term of the Enrollment Agreement, each party will notify the other party in writing:

Customer Information	Microsoft Information
Enrolling Customer Name	(EACH REGION ENTER APPROPRIATE INFORMATION HERE)
Street Address and/or post office box	
City and State / Province	
Country and Postal Code	
Contact Name	
Phone Number	
Fax Number	
Internet Address	
	<p><i>All NOTICES should have Copy To:</i> Microsoft Corporation Law and Corporate Affairs One Microsoft Way Redmond, Washington USA 98052 Attention: Select Attorney</p>

Enrollment Agreement Sign Up Form

(The following information must be completely filled in by the Customer for Microsoft to accept this agreement)

License Confirmation Information	Microsoft Contact Information
Customer Name (If different than Notices contact)	Microsoft Account Manager Name
Street Address	Microsoft Subsidiary Location
City and State / Province	Microsoft Contact Email Address (if applicable)
Country and Postal Code	
Contact Name	
Phone Number	
Fax Number	
Internet Address	
If different than language of this agreement	

Microsoft will automatically ship one CD-ROM subscription within a Welcome Kit for each pool and language designated in the table below. Please mark each box with an "X" for the language group(s) you wish to have shipped for each pool designated in Section 13 of the Master Agreement. If the Enrolling Customer would like to receive *additional* shipments of CD ROM subscriptions they may order this through their Large Account Reseller for a fee.

Language Groups	Application Pool	System Pool	Server Pool
Group 1: Australian English, Basque, Brazilian, Catalan, French, French-Canadian, International English, Japanese, Portuguese, Spanish, US English			
Group 2: Czech, Danish, Dutch, Finnish, German, Italian, Norwegian, Swedish, Arabic, East European, Greek, Hebrew, Hungarian, Polish, Russian, Turkish			
Group 3: Chinese-Simplified, Chinese-Traditional, Korean, Thai			

Welcome Kit / CD-ROM Shipment Contact (if different than License Confirmation contact)

Customer Name	Contact Name
Street Address	Phone Number
City and State / Province	Fax Number
Country and Postal Code	Internet Address

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Enrollment Agreement Sign Up Form

The following sections should be completed by the Large Account Reseller

Large Account Reseller Headquarter Information	Large Account Distributor Information (if applicable)
Reseller Name	Distributor Name
Headquarters Street Address and/or post office box	Headquarters Street Address and or post office box
City and State - Province	City and State - Province
Country and Postal Code	Country and Postal Code
Contact Name	Contact Name
Phone Number	Phone Number
Fax Number	Fax Number
Internet Address	Internet Address

The undersigned confirms that the Large Account Reseller and Large Account Distributor information is correct.

Name of Large Account Reseller:	Name of Large Account Distributor (if appropriate):
By: _____ (signature)	By: _____ (signature)
Name: _____ (printed)	Name: _____ (printed)
Title: _____ (printed)	Title: _____ (printed)
Date: _____	Date: _____

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