All Entities ordering on this contract will be required to complete a Microsoft Enterprise Agreement.

The completion of a Microsoft Enterprise Agreement is a mandatory requirement. The contract Vendor will assist all Entities with the enrollment process.

208C – Microsoft Software Enterprise Agreement

<table>
<thead>
<tr>
<th>Contract Number:</th>
<th>208C</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(ITS-400175)</td>
</tr>
<tr>
<td>Effective Date:</td>
<td>May 1, 2017 through April 30, 2020</td>
</tr>
<tr>
<td>Renewals:</td>
<td>Two One-year renewal options</td>
</tr>
<tr>
<td>Administrator:</td>
<td>Kristen Burnette</td>
</tr>
<tr>
<td>E-mail:</td>
<td><a href="mailto:kristen.burnette@nc.gov">kristen.burnette@nc.gov</a></td>
</tr>
</tbody>
</table>

Scope

This contract is for the use of Executive Branch Agencies.

This is a MANDATORY Statewide Term Contract for the use of State Governmental Agencies and is a Convenience Contract, not mandatory, for the use of non-Educational Entities and Local (Municipal and County) Governments.

This contract does NOT INCLUDE the North Carolina University System and its member campuses, Instructional components of the Department of Public Instruction, Instructional components of the Department of Community Colleges.

State Agencies with the need to acquire Microsoft Software not covered by this contract are required to comply with IT Procurement Rules, Policies and Procedures.

Manufacturer Pricing

To obtain pricing, contact the Vendor(s) listed in the Ordering and Vendor Contact Information section.

Ordering and Vendor Contact Information
Abnormal Quantity

There is no Abnormal Quantity provision for this contract.

Transportation Charges

FOB – Destination
Freight, handling and distribution charges shall be included in the total price of each item listed.

Delivery

The Vendor(s) will complete physical delivery within five (5) business days after receipt of a Purchase Order.
As an alternative, if the end user wants the product delivered online, the Vendor(s) will complete online delivery within two (2) consecutive calendar days after receipt of a Purchase Order.

Return of Merchandise

Merchandise may be returned within thirty (30) days from date of delivery without penalty.

After thirty (30) days from date of delivery no returns are allowed.

Warranty

The Warranty provisions of the State of North Carolina and the Microsoft Enterprise Agreement apply.

Taxes

Prices do not include North Carolina sales or use taxes.
**Value Added Services**

Contract related value added services may be provided by the Vendor(s). These additional services will be negotiated by the Agency with the contract holder in accordance with IT Policies and Procedures. The Agency is responsible for reviewing and amending if necessary the scope of work, lease agreement, etc. prior to order placement.

**Amendments:**
- September 6, 2006 – Changed Contract Administrator
- May 8, 2009 – Updated the contract term
- May 11, 2010 – Updated the contract term and Dell Contact Information
- October 22, 2010 – Changed Contract Administrator
- June 1, 2011 – Updated the contract term
- April 25, 2013 – Updated Dell Contact Information
- August 7, 2013 – Updated Dell Contract Information
- February 24, 2014 – Updated Dell Contract Information
- May 16, 2014 – Extended expiration date to May 31, 2015
- June 26, 2014 – Updated Dell Contact Information
- August 12, 2014 – Updated Dell Contact Information
- May 31, 2016 – Extended expiration date to December 31, 2016 and changed outside software sales rep.
- May 1, 2017 – Change of Reseller to SHI International Corp.