

Please return to:
DIS Technology Brokering Services
P.O. Box 42453, Olympia, WA 98504-2453
FAX: (360) 753-1673



MICROSOFT® PRODUCTS PURCHASE AGREEMENT

This Agreement is entered into by and between the Department of Information Services ("DIS"), an agency of Washington State, and City of Cheney ("Customer"), a Washington State agency or political subdivision or public benefit nonprofit corporation. "Customer" includes all its members, officers, agents, contractors, representatives or employees.

This Agreement is one of three agreements that set forth Customer's rights and obligations with respect to purchasing Microsoft products. The other two agreements are the Microsoft Select agreement ("Select") and the Enterprise agreement ("EA"), as amended, between the Microsoft Licensing, GP ("Microsoft" or "MS") and DIS. In addition, Microsoft's Product Use Rights ("PUR") document provides general use rights and restrictions for all MS products.

All Customers purchasing MS products will execute this Agreement, including the attached Agency Coordinator (required) and Authorized Purchaser (optional) forms. Customers purchasing any MS product under the Select agreement will also sign the Select Enrollment forms. Customers purchasing MS products under the Enterprise agreement will also sign the Enterprise Enrollment forms.

In consideration for the right to purchase MS products at deeply discounted prices negotiated by DIS, Customer agrees as follows:

1. Customer will submit all Select and EA Enrollment forms and all purchase orders for MS products directly to DIS.
2. Customer will comply with its obligations and the restrictions set forth in Customer's Enrollment Form(s).
3. Customer understands and acknowledges that Select and EA are not for personal/consulting services or any MS products with less than Level D pricing.
4. Upon DIS' request, Customer shall promptly submit all purchase orders required and, if applicable, EA True Up orders and Update Statements as required **prior** to the anniversary date of Customer's enrollment. Customer's failure to submit any such documents shall be grounds, at the option of DIS, for termination of this Agreement and/or Customer's rights to purchase MS products through DIS.
5. The purchase price is **nonrefundable**. Under Select, Customer pays for the product in full at time of purchase and has the option of paying for Software Assurance ("SA") in full at time of purchase or in three (3) annual payments. Under EA, Customer pays for products and SA in three (3) annual payments. DIS will invoice either the full payment or the first annual payment to Customer as of the Enrollment effective date or time of purchase. Second and third annual payments will be invoiced on the anniversary date of the underlying Microsoft agreement, not on the anniversary date of purchase. Customer is responsible for providing properly executed orders for annual payments when requested by DIS. Under EA, the True-Up price listed for products is a **one-time-only** payment.
6. Customer agrees to pay DIS in a timely fashion the agreed-upon price for all products and services received by Customer. Customer's failure to pay any such amount promptly when due shall be

grounds, at the option of DIS, for termination of this Agreement and/or Customer's rights to purchase MS products through DIS.

The undersigned certifies that s/he has read, understands and agrees to the provisions herein and has the authority to bind Customer to a legal contract.

Approved

State of Washington
Department of Information Services

Approved

Customer

Signature

Scott Smith

Print or Type Name

TAS Manager

Title

Date



Signature

Tom Trulove

Print or Type Name

mayor

Title

~~4-27-11~~ 6/28/11

Date

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

AGENCY COORDINATOR (required)

The individual(s) listed below has read and understands the obligations set forth in the attached **Microsoft Products Purchase Agreement**, and will be responsible for coordinating all activity for Microsoft ("MS") products between Customer and DIS. The MS Agency Coordinator(s) is responsible for the accurate accounting of all of Customer's MS products purchased from DIS.

This form, once properly completed and returned to DIS, will enable the MS Agency Coordinator(s) to purchase MS products by any means authorized by Customer. An MS Agency Coordinator may authorize other personnel within Customer's organization to purchase MS products from DIS by means of a properly executed **Microsoft Products Authorized Purchaser** form. However, the purchase of MS products by personnel other than an MS Agency Coordinator in no way relieves an MS Agency Coordinator of his/her responsibility to accurately account for all MS products purchased from DIS.

Customer is responsible for maintaining the accuracy of the MS Agency Coordinators' contact information provided to DIS. Updated contact information can be emailed or faxed to DIS by the person who has executed the **Microsoft Products Purchase Agreement**.

CUSTOMER NAME: City of Cheney (required)

DIS Customer Agency/ Sub-Agency Number: D110-0 (required)

Signature of the person who executed the "Microsoft Products Purchase Agreement" on behalf of Customer:



(required)

**(Required) MICROSOFT
AGENCY COORDINATOR**

Name: Cathy MUNOZ

Telephone Number: 509-498-9283

Mailing Address: 609 2nd ST

Street Address: 609 2nd ST

City/Zip: Cheney, 99004

Mail Stop: —

Fax Number: 509-498-9297

Email: CmUNOZ@cityofcheney.org

Signature: 

**(Optional) BACKUP MICROSOFT
AGENCY COORDINATOR**

Name: Jared Hutton

Telephone Number: 509-498-9337

Mailing Address: 609 2nd ST

Street Address: 609 2nd ST

City/Zip: Cheney 99004

Mail Stop: —

Fax Number: 509-498-9297

Email: jhutton@cityofcheney.org

Signature: 