

## Program Signature Form

MBA/MBSA number		SGN-	000-cgodfrey-S-609
Agreement number	01E61911		

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

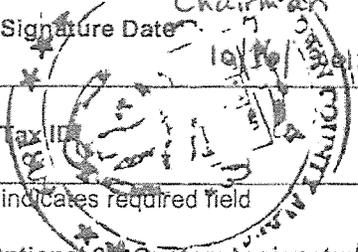
For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment	M132 (new)
Amendment	CTM (new)
Amendment	M55 (new)
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

**RECEIVED**  
**NOV 16 2012**  
 BY: MEP

Customer	Microsoft Affiliate
Name of Entity (must be legal entity name)* Baldwin County Commission	Microsoft Licensing, GP
Signature* 	Signature  Microsoft Licensing, GP
Printed First and Last Name* Robert E. James	Printed First and Last Name
Printed Title* Chairman	Printed Title NOV 01 2012
Signature Date* 10/16/2012	Signature Date Rose Yturbide (date Microsoft Affiliate countersigns) Duly Authorized on behalf of Microsoft Licensing, GP
Tax ID# 	Effective Date 10-1-2012 (may be different than Microsoft's signature date)

\* indicates required field

Optional: Customer signature or Outsourcer signature (if applicable)

Customer	Outsourcer
Name of Entity (must be legal entity name)*	Name of Entity (must be legal entity name)*
Signature* _____	Signature* _____
Printed First and Last Name*	Printed First and Last Name*
Printed Title*	Printed Title*
Signature Date*	Signature Date*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form. If no media form is included, no physical media will be sent.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Licensing, GP**  
 Dept. 551, Volume Licensing  
 6100 Neil Road, Suite 210  
 Reno, Nevada 89511-1137  
 USA

Prepared By: Name of Preparer
Email of Preparer

Enterprise Enrollment (indirect)

State and Local

Microsoft Business Agreement number (if applicable) <i>Reseller or Microsoft affiliate to complete</i>		Framework ID	N36
Enterprise Agreement number <i>Reseller or Microsoft affiliate to complete</i>	01E61911	Reseller purchase order number <i>Reseller to complete</i>	BCC12-entp
Enrollment number <i>Microsoft affiliate to complete</i>	7223065	Previous Qualifying Enrollment number <i>Reseller to complete</i>	5156824
		Previous Qualifying Enrollment end date <i>Reseller to complete</i>	9/30/2012

This Microsoft Enterprise Enrollment is entered into between the following entities signing, as of the effective date identified below.

**Definitions.** When used in this enrollment, "you" refers to the entity that signs this enrollment with us, and "we" or "us" refers to the Microsoft entity that signs this enrollment.

"Qualifying Enrollment," means (i) an enterprise enrollment under a separate Microsoft Select Master Agreement or Microsoft Enterprise Agreement; (ii) any enterprise subscription enrollment entered into under a separate Microsoft Enterprise Subscription Agreement; or (iii) any other enrollment submitted under the Microsoft Enterprise Agreement identified on the cover page.

All other definitions in the Microsoft Enterprise Agreement identified above apply here.

**Effective date.** If you are renewing Software Assurance from one or more previous "Qualifying Enrollments" then the effective date will be the day after the first Enrollment expires.

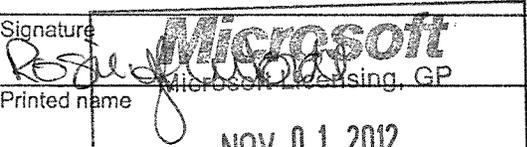
Otherwise the effective date will be the date this enrollment is signed by us. Where a previous Qualifying Enrollment is being used, your reseller will require that enrollment number and end date to complete the applicable boxes above.

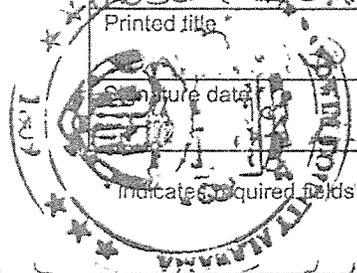
**Term.** This enrollment will expire 36 full calendar months from the effective date. It could be terminated earlier or renewed as provided in the Microsoft Enterprise Agreement. We will advise you of your renewal options before it expires.

**Representations and warranties.** By signing this enrollment, the parties agree to be bound by the terms of this enrollment, and you represent and warrant that: (i) you have read and understand the Microsoft Business Agreement identified above (if any) and the Microsoft Enterprise Agreement, including all documents it incorporates by reference and any amendments to those documents, and agree to be bound by those terms; and (ii) you are either the entity that signed the Microsoft Enterprise Agreement or its affiliate.

**Non-exclusivity.** This enrollment is non-exclusive. Nothing contained in it requires you to license, use or promote Microsoft software or services exclusively. You may, if you choose, enter into agreements with other parties to license, use or promote non-Microsoft software or services.

This enrollment consists of (1) this cover page, (2) the Contact Information Page(s), (3) the Enterprise order information, (4) the Reseller Information Form, (5) the Media Order Form, and (6) the Core User CAL Terms and Conditions (if applicable).

<b>Customer</b>	<b>Contracting Microsoft Affiliate</b>
Name of entity * Baldwin County Commission	Microsoft Licensing, GP
Signature * 	Signature 
Printed name * Robert James	Printed name Microsoft Licensing, GP
Printed title * Chairman	Printed title NOV 01 2012 Rose Yturbide
Signature date * 10/19/2012	Signature date Duly Authorized on behalf of Microsoft Licensing, GP <small>(date Microsoft affiliate countersigns)</small>
Effective date <small>(may be different than our signature date)</small>	Effective date 10-1-2012



<b>Microsoft Volume Licensing web sites</b>	
<small>(Note: We will advise you of any changes to these URLs.)</small>	
Product use rights	<a href="http://microsoft.com/licensing">http://microsoft.com/licensing</a>
Product List	<a href="http://microsoft.com/licensing">http://microsoft.com/licensing</a>
Microsoft Volume Licensing Services (MVLS) <small>(password protected site to view orders under this enrollment)</small>	<a href="https://licensing.microsoft.com/">https://licensing.microsoft.com/</a>
Customer guide	<a href="http://microsoft.com/licensing/programs/">http://microsoft.com/licensing/programs/</a>

<b>Notices to Microsoft should be sent to:</b>	<b>Copies should be sent to:</b>
MSLI, GP 6100 Neil Road, Suite 210 Reno, Nevada USA 89511-1137 Dept. 551, Volume Licensing	Microsoft Law and Corporate Affairs One Microsoft Way Redmond, WA 98052 USA Volume Licensing Group (425) 936-7329 fax

Attachments:

<input checked="" type="checkbox"/>	<b>Media Order Form (required)</b>
<input checked="" type="checkbox"/>	<b>Core User CAL Terms and Conditions, if applicable</b>
<input type="checkbox"/>	<b>MS Capital Form, if applicable</b>

**Customer.** Please remit to your reseller.

**Reseller.** Please remit to Microsoft.

**1. Contact information.** Each party will notify the other in writing if any of the information in the following contact information page(s) change. The \* indicates required fields. By providing contact information, you consent to its use for purposes of administering this enrollment by us, our affiliates, and other parties that help us administer this enrollment.

**Primary contact information:** The customer signing on the cover page must identify an individual from inside its organization to serve as the primary contact. This contact is the default online administrator for this enrollment and receives all notices unless you provide us written notice of a change. The online administrator may appoint others as administrators and grant others access to online information.

<b>Customer</b>		
Name of entity *		Contact name *
Baldwin County Commission		Last David First Pimperl
Street address *		Contact email address (required for online access) *
312 Courthouse Square		dpimperl@co.baldwin.al.us
City *	State/Province *	Phone
Bay Minette	AL	251-937-0351
Country *	Postal code *	Fax
United States	36507	

**Notices and online access contact information:** Complete this only if you want to designate a notices and online access contact different than the primary contact. This contact will become the default online administrator for this enrollment and receive all notices. This contact may appoint other administrators and grant others access to online information.

<b>Notices and online access contact</b>		
<input checked="" type="checkbox"/> Same as primary contact		
Name of entity		Contact name
		Last
		First
Street address		Contact email address (required for online access)
City	State/Province	Phone
Country	Postal code	Fax

**Language preference:** This section designates the language in which you prefer to receive notices.

English
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**Additional electronic contractual notices contact information:** This contact will receive electronic contractual notices in addition to the notices contact. This contact is not required if you do not want an additional set of notices issued.

<b>Electronic contractual notices contact</b>		
Name of entity		Contact name Last First
Street address		Contact email address (required for electronic notices)
City	State/Province	Phone
Country	Postal code	Fax

**Software Assurance benefits contact:** This contact will receive communications concerning Software Assurance benefits, and any additional TechNet subscriptions that have been ordered separately from Software Assurance under this enrollment. This contact is optional. If this contact is not completed, any notices for Software Assurance benefits will default to the notices and online contact.

<b>Software Assurance benefits contact</b>		
Name of entity		Contact name Last First
Street address		Contact email address (required for electronic notices)
City	State/Province	Phone
Country	Postal code	Fax

**MSDN contact:** This contact will receive communications concerning registration for MSDN products ordered under this enrollment. This contact is optional. If this contact is not completed, any notices for MSDN will default to the notices and online contact.

<b>MSDN contact</b>		
Name of entity		Contact name Last First
Street address		Contact email address (required for electronic notices)
City	State/Province	Phone
Country	Postal code	Fax

**Microsoft account manager:** This section designates your Microsoft account manager contact.

Microsoft account manager name Deana Bieg	Microsoft account manager email address dbieg@microsoft.com
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**2. Defining your enterprise.**

Use this section to identify which affiliates will be included in your enterprise. Your enterprise must consist of entire government agencies, departments or legal jurisdictions, not partial government agencies, departments, or legal jurisdictions. Each affiliate must be entirely "in" or entirely "out." All affiliates acquired after the effective date of this enrollment that are not party to a Qualifying Enrollment of their own will automatically be included unless you fill in part b below.

<b>a. Use this part (a) to determine which current affiliates will be included in your enterprise. Check only one of the boxes in part (a).</b>	
<input checked="" type="checkbox"/>	Only you (and no other affiliates) will be participating
<input type="checkbox"/>	You and the following affiliates will be participating (attach a list of names on a separate piece of paper if more than 10 affiliates are being included):
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
<b>b. Use this part (b) to indicate whether affiliates with which you consolidate after the enrollment effective date will be included. Unless you check the box below, all affiliates you consolidate with after the enrollment effective date that are not party to a Qualifying Enrollment of their own will automatically be included.</b>	
<input type="checkbox"/>	Exclude all affiliates consolidated with after the enrollment effective date that are not party to a Qualifying Enrollment of their own.

**3. Selecting your language option.**

Select the option for the languages in which you will run the products licensed under this enrollment. The options and their corresponding languages are identified here.

All Languages		
"Listed Languages"	"Restricted Languages"	"Extended Languages"
Arabic	Danish	Czech
Bulgarian	Dutch	Estonian
Chinese Simplified	English <sup>1</sup>	Hungarian
Chinese Traditional	Finnish	Latvian
Croatian	French <sup>3</sup>	Lithuanian
English <sup>1</sup> Hebrew	German	Polish
Indic	Greek	Slovenian
Japanese	Italian	Slovak
Korean	Norwegian	
Portuguese (Brazil)	Portuguese (Portugal)	
Romanian	Spanish <sup>2</sup>	
Russian	Swedish	
Serbian		
Spanish <sup>2</sup>		
Thai		
Turkish		
Ukrainian		

<sup>1</sup> English is a Listed Language if this enrollment is signed outside of the following countries and a Restricted Language if this enrollment is signed inside these countries: Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, France, Finland, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, United Kingdom, Switzerland, Sweden, or Spain. English is a "Listed Language", except when restricted as described in the "Restricted Languages" list (see footnote 3)

<sup>2</sup> Spanish is a Listed Language only if this enrollment is signed in Latin America and is otherwise Restricted Language.

<sup>3</sup> French is a "Listed Language," if signed in Canada

- Select All Languages to run your products in any of the Listed, Extended or Restricted Languages. This option also allows you to run Multi-Language packs for your products.
- Select Listed Languages to run your products in those languages.
- Select Extended Languages to run your products in those languages.
- If you select the Listed or Extended Languages option you may run up to 10% of the copies of each of your products in All Languages.

**Check one box**

- Listed Languages
- All Languages
- Extended Languages

**4. Language allocation.**

Provide us with your good faith estimate of the specific languages in which you will run all copies of all products and the approximate percentage of those copies you will run in each language. Information that you provide here does not limit your future use of products under this enrollment in any permitted language within the language group you select above. Attach a separate sheet if more space is needed.

Language	Percentages
English	100%%
	%
	%
	%

**5. Applicable currency.**

Payments made in connection with this enrollment must be in U.S. Dollars

**6. Establishing your price level.**

The price level for enterprise products is determined by the terms and conditions of the enterprise agreement. Your price level for additional products will be level "D".

Qualified desktops: You represent that the total number of qualified desktops in your enterprise is, or will be increased to, this number during the initial term of this enrollment (This number must be equal to at least 250 desktops).	
Qualified users: You represent that the total number of qualified users in your enterprise is, or will be increased to, this number during the initial term of this enrollment (This number must be equal to at least 250 users).	850

**7. Enterprise product orders.**

Your reseller will provide you with your product pricing and order. Your prices and payment terms for all products ordered will be determined by agreement between you and your reseller. Your reseller will provide us with your order separately from this enrollment.

We will invoice your reseller in three equal annual installments for the enterprise products covered by your initial order. The first installment will be invoiced to your reseller upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. We will invoice your reseller for the enterprise products covered by any true up orders in total upon our acceptance of each true up order.

Select the enterprise products to be covered by your initial order. If you select the Core CAL, you must select either *desktop* or *user* licenses.

Enterprise Products	Desktop Licenses	User Licenses
Windows Desktop Operating System Upgrade	<input type="checkbox"/>	
Office Professional Plus <sup>1</sup>	<input type="checkbox"/>	
Office Enterprise	<input type="checkbox"/>	
Office Enterprise SA Step-Up from Office Professional Plus <sup>1</sup>	<input type="checkbox"/>	
Office Standard <sup>1</sup>	<input type="checkbox"/>	
Core Client Access License <sup>1,2</sup>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Enterprise Client Access License Suite <sup>1,2</sup>	<input type="checkbox"/>	<input type="checkbox"/>
Enterprise Client Access License Suite SA Step-Up from Core CAL <sup>1,2</sup>	<input type="checkbox"/>	<input type="checkbox"/>
Exchange Server Client Access License Standard <sup>2</sup>	<input type="checkbox"/>	<input type="checkbox"/>
Exchange Server Client Access License Enterprise <sup>2</sup>	<input type="checkbox"/>	<input type="checkbox"/>
Office SharePoint Server Client Access License Standard <sup>2</sup>	<input type="checkbox"/>	<input type="checkbox"/>
Office SharePoint Server Client Access License Enterprise <sup>2</sup>	<input type="checkbox"/>	<input type="checkbox"/>
Windows Server Client Access License <sup>2</sup>	<input type="checkbox"/>	<input type="checkbox"/>

Systems Management Server Configuration Management License	<input type="checkbox"/>	
Systems Center Operations Manager Client Operations Management License	<input type="checkbox"/>	
Windows Terminal Services Client Access License <sup>2</sup>	<input type="checkbox"/>	<input type="checkbox"/>
Office Communication Server Client Access License Standard <sup>2</sup>	<input type="checkbox"/>	<input type="checkbox"/>
Office Communication Server Client Access License Enterprise <sup>2</sup>	<input type="checkbox"/>	<input type="checkbox"/>
SQL Server Client Access License <sup>2</sup>	<input type="checkbox"/>	<input type="checkbox"/>
Microsoft Rights Management Services	<input type="checkbox"/>	<input type="checkbox"/>
Microsoft Forefront Security Suite	<input type="checkbox"/>	<input type="checkbox"/>

<sup>1</sup> The components of the current versions of Office Professional, Office Standard and the current versions of the components that make up the Core CAL, are identified in the Product List.

<sup>2</sup> If you select a User CAL and the agreement identified on the cover page is version 6.1 or earlier, the User CAL Terms and Conditions apply.

**8. Additional Products**

We will invoice your reseller for each additional product covered by your initial order in three equal annual installments. The first installment will be invoiced to your reseller upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. We will invoice your reseller for any new additional product not initially included in your enrollment in total upon our acceptance of your order. We will invoice your reseller for additional products initially included in your enrollment and covered by any true up order submitted during the initial term in total upon our acceptance of your true up order.

**9. Qualifying systems licenses.**

All desktop operating system licenses provided under this program are upgrade Licenses. **No full operating system licenses are available under this program.** Therefore, if you select the Windows Desktop Operating System Upgrade & Software Assurance, all qualified desktops on which you will run the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at <http://www.microsoft.com/licensing>. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of your order. That list is more extensive at the time of your initial order than it is for some subsequent true ups and system refreshes during the term of your enrollment.

**10. Renewal orders.**

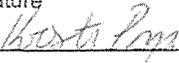
For any 36-month renewal, your renewal order will be invoiced to your reseller in three annual installments. The first installment will be invoiced upon our acceptance of the renewal order; the remaining installments will be invoiced at the next two anniversaries of the effective date of that renewal term. For any 12-month renewal and for any true up orders, we will invoice your reseller in total upon our acceptance of your order.

Your reseller should complete the following sections and sign this form where indicated.

**General information**

Reseller company name: SHI International Corp.
Street address: (PO boxes will not be accepted) 290 Davidson Ave
City and State / Province and postal code: Somerset, NJ 08873
Country: United States
Contact name: Kristin Prizzi
Phone number: 888-764-8888
Fax number: 888-764-8889
Email address: msteam@shi.com

The undersigned confirms that the reseller information is correct.

Name of reseller SHI International Corp.
Signature 
Printed name Kristin Prizzi
Printed title Licensing Specialist
Date 10/27/2010

Enterprise Enrollment  
Amendment ID M132

Enrollment Number

7223065

000-cgodfrey-S-609

This amendment ("Amendment") is entered into between the parties identified on the signature form for the Enrollment identified above ("Enrollment"). All terms used but not defined in this Amendment will have the same meanings provided in the Enrollment. The parties agree that the Enrollment is amended as follows:

Customer normally would be required to sign a 2011 version of the Agreement and Enrollment, plus either the Online Services Supplemental Terms and Conditions or 2010 Master Agreement. As an accommodation, Microsoft agrees to allow Customer to renew while not meeting these criteria. Notwithstanding anything to the contrary, the Enrollment may not be renewed for an additional term. Prior to the expiration of the Enrollment, Customer will be advised by Microsoft of its renewal options.

This Amendment shall automatically terminate upon any termination or expiration of the Enrollment. In addition, Microsoft shall have the right to immediately terminate this Enrollment in the event Customer breaches any obligation in this Amendment. Except for changes made by this Amendment, the Enrollment remains unchanged and in full force and effect.

**This Amendment must be attached to a signature form to be valid.**

## Enterprise Enrollment

### Amendment ID M55

000-cgodfrey-S-609

For the purposes of this Amendment, "Entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Notwithstanding anything to the contrary or in addition to any terms in the Enrollment, the Enrollment is amended as follows:

Entity may submit a renewal order no later than 40 days after the expiration date of Enrollment/Authorization number 5156824, so long as the effective date of Entity's renewal order starts one day following the expiration of the previous term.

In the absence of this Amendment or an on-time renewal order, Entity loses the opportunity to renew Software Assurance, and Subscription Licenses may be impacted.

**This Amendment must be attached to a signature form to be valid.**

## Enterprise Enrollment Amendment ID CTM

000-cgodfrey-S-609

### *Recitals*

Customer Enrollment #5156824 that expired September 30, 2012 included 808 perpetual licenses for all the components of the Enterprise Client Access License Suite Device ("ECAL"). Customer has subsequently determined that it would prefer to renew only the components of the Core Client Access License Suite Device ("Core CAL").

Customer has requested, and Microsoft has agreed, to allow Customer to renew Core CAL only.

### *Amendment*

Notwithstanding anything to the contrary, Customer may renew the Core CAL only.

Customer acknowledges that will only have 808 perpetual licenses for the versions of the ECAL that were current as of September 30, 2012. Customer further acknowledges that if it desires to purchase ECAL licenses during any period of their renewal term, it must do so in accordance with the terms and conditions of the Enterprise Agreement.

*The special permissions are provided to Customer on a one-time only basis. Microsoft is under no obligation to grant similar concessions on future occasions.*

**This amendment must be attached to a signature form to be valid.**