

## Appendix 6 – Frequently Asked Questions

This document provides an Authorized User (“AU”) with answers to frequently asked questions regarding Microsoft Products on the Microsoft Aggregate Buy 24-02 Agreement (“Aggregate Agreement”).

Authorized Users may contact the OGS Contract Administrator for the Microsoft Aggregate Agreement at [ogs.sm.PS.Microsoft@ogs.ny.gov](mailto:ogs.sm.PS.Microsoft@ogs.ny.gov) with any questions or concerns.

### FREQUENTLY ASKED QUESTIONS

1. Q. What Microsoft products are available through this Aggregate Agreement?
  - A. Microsoft Software, Software Assurance, and certain Online Services Products listed on the Aggregate Agreement Price List.
2. Q. How do I find the latest information on Microsoft products, programs and services?
  - A. You'll find a complete listing of the latest information on what Microsoft has to offer you under Related Resources at the Microsoft web page at: <https://www.microsoft.com/en-us/licensing/default.aspx>
3. Q. Is support or consulting sold under this Aggregate Agreement?
  - A. No, only Software, Software Assurance and Online Services listed is available for purchase under this Aggregate Agreement. Additional paid support can be purchased through the Manufacturer Umbrella Contract PM69723 Lot 4
4. Q. What is the Microsoft Business Terms ("MBT")?
  - A. The MBT is an agreement made between the New York State Office of General Services and Microsoft Corporation which establishes the applicable additional terms and conditions to Manufacturer Umbrella Contract PM69723, and the overall licensing and purchase framework for acquisition and use of Microsoft software and online services in Lot 1 and Lot 3 of the Manufacturer Umbrella Contract PM69723. The MBT terms apply to all New York State agencies, local governments, political subdivisions, education institutions, and other "Authorized Users" (entities that are eligible to purchase from New York State agreements) for all purchases made pursuant to the Aggregate Agreement.

Program Agreements, Enrollments, and Affiliate Registration Forms are included as attachments to the MBT.

5. Q. How is the MBT structured?
  - A. The MBT consists of 4 Parts –  
  
Part 1 – Scope of the Microsoft Business Terms Agreement  
  
Part 2 – Terms and Conditions  
  
Part 3 – Additional or Alternative Terms to Manufacturer Umbrella Contract PM69723  
  
Part 4 – Program Agreements, Enrollments, and Affiliate Registration Forms  
Sections containing –  
  
Microsoft Enterprise Program Agreement and associated Enrollment Forms  
Microsoft Campus and School Program Agreement and associated Enrollment Form  
Microsoft Select Plus Government Program Agreement and Affiliate Registration Form  
Microsoft Select Plus Academic Program Agreement and Affiliate Registration Form
    - Business terms and conditions (e.g. warranties, audit rights, defense of infringement, misappropriation, and third party claims, etc.) that apply to all Microsoft licensing programs.
6. Q. What are the differences between the various program agreements, and how does an Authorized User decide which

one(s) to enroll and purchase under?

A. The program agreements differ as follows:

The Enterprise Agreement State and Local is used only by non-educational Authorized Users that wish to standardize on one or more Microsoft Products including Online Services ("enterprise products") across all their desktops and to receive specially discounted prices on such purchases. In addition to enterprise products, other products including Online Services ("additional products") are available to purchase at prices equivalent to those of the Select Plus Agreement. Purchases are made in three installments during the 3-year enrollment term. Authorized Users should enroll using one of the "Enterprise Enrollments" available from the State's reseller.

The Select Plus License Program Agreement (State and Local Government) – available for Authorized Users that do not qualify as Qualified Educational Users as defined in Section 4.2 of the MBT. Select Plus is used for "a la carte" purchases of licenses and/or Software Assurance by Authorized Users, with no minimum purchase commitment. Authorized Users should enroll using the Custom Select Plus Registration Form available from the state's reseller.

The Campus and School Agreement is used by K-12 and Higher Education Institutions that are Qualified Educational Users as defined in Section 4.2 of the MBT. Unlike the Select Plus and Enterprise Agreements, the Campus and School Agreement provides non-perpetual (subscription) license rights to the most commonly purchased Microsoft Products and Online Services. Upon expiration, the entity must either renew, buy-out, or cease using and remove the software from their computers. The Requirement is that 100% of the defined Institution Knowledge Workers count be licensed. Qualified Education Users receive Academic pricing and should enroll using the "Enrollment for Education Solutions (EES)" Enrollment available from the State's reseller.

The Academic Select Plus License Program Agreement – available for Authorized Users that are Qualified Education Users as defined in Section 4.2 of the MBT. Academic Select is used for "a la carte" purchases of Licenses with Software Assurance by Authorized Users, with no minimum purchase commitment. Qualified Education Users receive Academic pricing and should enroll using the special "Custom Select Plus Affiliate Registration Form" available from the State's reseller.

7. Q. What is the difference between a "perpetual license" and a "subscription license"?

A. A perpetual license is one that survives the term of the agreement under which it was purchased. At the end of the term of a Select Plus Affiliate Registration Form or Enterprise Enrollment, all perpetual licenses purchased thereunder may continue to be used (subject to the license terms) forever, although unless the license is continuously enrolled in Software Assurance, the license may not be upgraded beyond the later of (i) the original version, or (ii) the latest version available on the last day such license was enrolled in Software Assurance.

By contrast, a subscription license is temporary. Subscription licensing is sometimes chosen over perpetual licensing because of the lower up-front costs. The subscription licenses sold via the Campus and School Agreements include the right to use the most current version of the software available during the coverage term. But after the coverage term expires, then it must either be renewed or the user must cease to run the software and remove all copies from the computers upon which they were installed.

Online Services are not version specific, and allow customers to use the service during the term of the Select Plus Affiliate Registration Form or Enrollment under which it is acquired. Subscription licenses must be acquired at the time the service is first accessed, and are prorated based on the number of months remaining in the Enrollment or Affiliate Registration Form term.

8. Q. What section of the MBT, along with other related documents, does an Authorized User need to read and understand?

A. By enrolling under one or more of the MBT 's program agreements, the Authorized User becomes subject to those certain terms and conditions of the MBT which pertain to the chosen program agreement, as follows:

A Qualified Education User (as defined in Section 4.2 of the MBT) wishing to purchase under the Select Plus Agreement:

Must sign: Custom Select Plus Affiliate Registration Form (available from Reseller).

A non-academic user wishing to purchase under the Select Plus Agreement:

Must sign: Custom Select Plus Affiliate Registration Form (available from Reseller).

A non-academic user wishing to purchase under the Enterprise Agreement :

Must sign one of the following: Custom Enterprise Enrollment State and Local, Custom Enterprise Subscription Enrollment State and Local or Custom Server and Cloud Enrollment State and Local (available from Reseller).

Enrollments require that user declare the following:

"Enterprise" (the entity to be covered - may be entire Authorized User, combination of Authorized Users, or individual department(s) within an Authorized User);

Count of qualified desktops in enterprise (those computers capable of running the enterprise products, excluding servers and special-purpose machines);

A Primary, Secondary or Higher Education user wishing to purchase under the Campus and School Agreement:

Must sign: Custom Enrollment for Education Solutions (available from State's reseller) – goes through eAgreement document tool.

Enrollment requires that user declare the following:

Count of Knowledge Workers employees in institution;

(Optional, if students to be enrolled) count of Students enrolled.

9. Q. Explain the differences in term (length) and termination between the various program agreements.

A. The MBT consists of 4 program agreements (Select Plus License Program Agreement State and Local, Academic Select Plus Agreement, Enterprise Agreement State and Local and Campus and School Agreement). Because of differences in Microsoft's licensing programs, each program agreement has different durations, renewal provisions, and termination provisions, as follows:

- Enterprise Agreement.

Initial term is 36 months (3 years). New enrollments may be signed through the last day of the term of this Aggregate Agreement.

All enrollments expire 36 full calendar months after the enrollment's effective date (unless special arrangements for a different term are agreed upon). This means that an enrollment signed the day before the expiration of this 5 year Agreement term will expire 36 months thereafter, even though this Aggregate Agreement will have expired.

Each enrollment may be renewed for an additional 3-year term. At renewal, pricing is no longer locked in and gets then current pricing.

- Campus and School Agreements

Initial term for a Custom Enrollment for Education Solutions is 12 calendar months (1 year) or 36 calendar months (3 years). New Enrollment for Education Solutions forms may be signed through the last day of the term of this Aggregate Agreement.

All Enrollment for Education Solutions expire 1 or 3 years after their effective date (unless special arrangements for a different term are agreed upon).

Enrollments with a 1 year term may optionally be extended for up to 5 additional 1-year terms. Enrollments with a 3 year term may optionally be extended for 1 additional 3 year term (total of 6 years with extensions). At extension, pricing is no longer locked in and gets current pricing. Microsoft will not increase the price it charges to the Reseller for an annual extension of a License by more than ten percent (10%) over the immediately preceding one year Licensed Period if Institution submits an extension order prior to the expiration of the Enrollment for the same Products in the same quantities as ordered in the expiring Licensed Period.

10. Q. What are the differences in the Select Plus Agreement program agreement between academic vs. state and local government Affiliate Registration Forms?

A. Qualified education users receive Special education pricing for all purchases.

11. Q. What is "Software Assurance Membership," and who qualifies for it?
- A. Software Assurance Membership ("SAM") customers are those entities who commit to purchase Software Assurance with all License purchases in one or more Microsoft Product categories (called "pools"). This includes:
- All Authorized Users who select SAM on the Select Plus Affiliate Registration Form.
- Information regarding SAM benefits may be found on the Web at the following address:  
<http://www.microsoft.com/en-us/licensing/licensing-programs/software-assurance-default.aspx>
12. Q. What are Microsoft's policies with regard to portable and home use?
- A. Terms vary based program agreement and Product in question. Please refer to individual Product Terms or consult your reseller or Microsoft representative.
13. Q. What products are available as "enterprise products" in the Enterprise Agreement program agreement?
- A. "Enterprise products" are those Products defined as "Enterprise products" in the Custom Enterprise Enrollments signed by the Authorized User.
14. Q. What is Microsoft's policy with regard to support for old versions of product?
- A. Microsoft's policy with regard to providing support for older versions of product can be found at:  
<http://support.microsoft.com/en-us/lifecycle>
15. Q. What are the minimum enrollment sizes for Enterprise Agreement Enrollments, and how do Authorized Users that cannot meet the minimums purchase products?
- A. The normal minimum enrollment sizes are as follows:
- Custom Enterprise Enrollment State and Local and Custom Enterprise Subscription Enrollment State and Local - enrolled Authorized User must have at least 250 qualified desktops in its enterprise. In situations where a possible customer has less than 250 users, they should consider using the Select Plus Program, or contact reseller to seek an exception.
- Custom Server and Cloud Enrollment State and Local - Authorized User's initial order must meet the minimum purchase requirements for at least one Product Family.
16. Q. For Campus and School Program Agreements, what determines the Microsoft price level?
- A. Please refer to the MBT, "Custom Enrollment for Education Solutions" for price levels and prices.
17. Q. Do enrolled entities receive notice of pending expirations and renewal periods, and if so from whom and when?
- A. Yes, Microsoft will provide written (electronic) notice of expiration. The State Reseller may also provide similar notification.
18. Q. May Software Assurance be ordered without the simultaneous purchase of a new license?
- A. Software Assurance must be acquired at the time of acquiring the License or upon renewal of an existing Software Assurance term. Otherwise, they must acquire a new License or License & Software Assurance in order to upgrade their License at a later date (for Windows Desktop Operating System, the options are Upgrade & Software Assurance). Refer to specific program agreements for eligibility rules for acquiring Software Assurance.
- Customers may have the option to acquire Software Assurance for certain licenses purchased from the Retail channel (full packaged product) or from an Original Equipment Manufacturer (OEM). Eligibility varies by program, Product pool and the license source. In all cases, unless otherwise stated, only licenses for the latest version of a Product are eligible, and the Software Assurance must be acquired within 90 days from the date the licenses are acquired. (for details check the Software Assurance overview available on the web site:  
<http://www.microsoft.com/en-us/licensing/licensing-programs/software-assurance-default.aspx>

19. Q. What are the benefits of ordering Software Assurance with a license?

- A. Software Assurance provides the licensee the ability to upgrade an enrolled license for a Product to the most current version of the Product that is released during the term of coverage. Depending on the Product and program agreement, this will save the Authorized User money relative to purchasing new licenses every 3 to 5 years in order to upgrade.

In addition, a license ordered with Software Assurance may be amortized over the number of years remaining in the term of the program agreement (as of the purchase date). For example, the purchase of License & Software Assurance in the 1st year of the 3-year term of the Select Plus Agreement program agreement may be spread out over 3 payments.

Please also see the section above on "Software Assurance Membership" for other benefits of choosing to enroll all licenses under Software Assurance.

20. Q. How is proof of license confirmed?

- A. Answer depends on the program agreement, as follows:

Select Plus and Enterprise Agreements: licenses are confirmed online at the Microsoft Volume License Service Center (VLSC) website or a successor site, a link and password to which will be provided to the State and to each enrolled Authorized User upon enrollment. The license listing will indicate whether each license is permanent (fully-paid) or temporary (pending completion of installment payments). In addition to the listing, the enrolled Authorized User is required to keep (i) a copy of its original purchase order to the reseller for the licenses; and (ii) record of any transfers (as permitted by the terms of the program agreement).

Campus and School Agreement: All licenses are temporary, based on the terms of the applicable subscription order form. After Microsoft receives and processes the Subscription Order Form, a confirmation letter will be provided to the enrolling institution. This confirmation letter will be the Authorized User's proof of temporary license.

21. Q. How are licenses transferred?

- A. Answer depends on the program agreement, as follows:

Select Plus Agreement: licenses may only be transferred to other New York Authorized Users. Licenses must be fully-paid in order to be transferable. To transfer, obtain a transfer form from the State's reseller or your Microsoft representative. Academic Select Plus licenses may only be transferred to qualified education users. Certain restrictions apply to transfers (see Section 8) of the Academic Select Plus Agreement program agreement and Section 8 of the Select Plus License Program Agreement State and Local program agreement)

Enterprise Agreement: after completion of an enrollment's 3-year term, Software (not including Online Service) licenses become perpetual and therefore are transferable pursuant to rules similar to those which apply to Select Plus licenses (see Section 8 of the Enterprise Agreement State and Local program agreement). However, during the term of an Enterprise Enrollment, licenses are not transferable except pursuant to a reorganization or privatization. In such event, please contact your Microsoft representative for assistance.

Campus and School Agreements: licenses are temporary and may not be transferred.

22. Q. What is a "true up" order and when is it required?

- A. True up orders apply only to the Enterprise Agreement program agreement including the Enterprise and Server and Cloud Enrollments. Upon first enrolling, an Authorized User must determine its total number of "qualified desktops," and begin paying for that number of devices. If the number of qualified desktops increases during any enrollment year, then the Authorized User must pay a "true up fee" for such added desktops. The reference prices for the true up fees due at each respective enrollment anniversary are established at the beginning of an enrollment, and will not change over the term of the enrollment. True up fees, paid in one lump sum, are based upon a discounted license fee plus a prorated amount for Software Assurance.

True up fees also apply to "additional products" previously ordered pursuant to an enterprise enrollment. Once an initial order for such an additional product has been placed, then subsequent true up orders may be placed on an annual

basis for additional copies of such Product. Your reseller will provide the applicable true up prices for additional Products.

23. Q. What are Microsoft's audit rights in the MBT?

A. If intending to audit, Microsoft will provide Enrolled Customer at least 30 days' written notice of its intent to verify compliance. Microsoft will engage a nationally recognized independent auditor, which will be subject to a confidentiality obligation. Please see the section of the MBT titled Verifying Compliance which clarifies and adds to Appendix B, Section 67.

24. Q. How do I know what my license rights and restrictions are with respect to a certain product I am using?

A. Your use of a particular version of a particular Product is governed by a combination of three documents:

The MBT which contains those license terms (e.g. right to copy, obligation to order, warranties, transfer rights, etc.) that are common to all Products;

Together with the program agreement, Microsoft's Product Terms document, which includes the Online Services Terms, contains all the terms and conditions for how you purchase licenses for software and Online Services through Microsoft Volume Licensing programs. It is located: <https://www.microsoft.com/en-us/Licensing/product-licensing/products.aspx>. Microsoft changes the Product Terms from time to time. Before you order a particular version of a particular Product for the first time, you should download, print and keep a copy of the then-current version of the Product Terms for your records. How, when and if changes to the Product Terms will apply is described in the MBT at Section 2.1. Each time Microsoft releases a new version of the Product, you should again check the then-current Product Terms to see if the rights and restrictions have changed, and be sure to print and save that new copy.

25. Q. An item on the price list is labeled "Upgrade," "Step-Up," or is marked in some other way to imply that there may be special requirements to purchase that item. How can I determine if I'm eligible to purchase the item?

A. Product-specific eligibility requirements are listed on the Product Terms <https://www.microsoft.com/en-us/Licensing/product-licensing/products.aspx>.

26. Q. How can I tell if I am required to purchase a Client Access license (CAL) for my server?

A. If the workstations in your organization are networked, you likely depend on network server software to perform certain functions, such as file and print sharing. To access this server software legally, a Client Access License (CAL) may be required. A CAL is not a software product; rather, it is a license that gives a user the right to access the services of the server.

Likewise, if you manage the devices on your network by using management software such as Microsoft System Center, a Management License (ML) may be required for the device being managed.

Licensing software with CALs and MLs can be complicated due to the technical nature of server products and networks. Microsoft offers a device-based CAL (Device CAL) or a user-based CAL (User CAL) for purchase. In addition, an External Connector (EC) license is offered for some products as an optional alternative to address specific customer scenarios.

For managing devices, Microsoft offers Server MLs for managing server Operating System Environments (OSEs). For managing non-server devices, Microsoft offers OSE Client MLs and User Client MLs.

This overview is for reference purposes only. Before purchasing, you should visit the Product Terms at <https://www.microsoft.com/en-us/licensing/product-licensing/products.aspx#PT> or consult your Microsoft representative or reseller regarding your specific licensing needs.

27. Q. My agency currently has an Agreement for Microsoft Products from the previous contract. What do I have to do to transition to this new Agreement?

A. It is planned to migrate existing CMBA Enrollments with end dates beyond the CMBA expiration date to the Manufacturer Umbrella Contract via a Custom Amendment to be executed between the Authorized User and Microsoft. Such migrations will not be transacted pursuant to the Aggregate Agreement. To preserve the originally awarded term, anniversary and expiration dates, and Microsoft pricing to resellers, the Reseller for migrated

Enrollments will remain the current reseller of record (Dell). The Migration Amendment will detail the replacement of the Custom Microsoft Business Agreement and associated Program Agreements with the Manufacturer Umbrella Contract with the Microsoft Business Terms and Custom Program Agreements and Enrollments. In the event there are custom terms and conditions that apply to the CMBA Enrollment, these will be preserved. More information on Migration will be provided in the near future.

28. Q. What is Microsoft Azure?

- A. Microsoft Azure is a cloud computing platform and infrastructure created by Microsoft for building, deploying, and managing applications and services through a global network of Microsoft-managed data centers. It provides SaaS, PaaS, and IaaS services and supports many different programming languages, tools and frameworks, including both Microsoft-specific and third-party software and systems.

29. Q. How do I purchase Azure?

- A. Your Microsoft representative can assist in the creation of a package of Azure services to meet your specific technical need. This may include IaaS, PaaS, and or SaaS. These services may be provided in a government cloud or a commercial cloud depending on a number of factors including your status as a governmental body, the type of service, and the specific security need as well as other factors. Users must perform a data categorization exercise prior to exploring all cloud services to know their risks. This information will assist your Microsoft representative in building the package that best meets your needs.

30. Q. What is GitHub Enterprise?

- A. GitHub Enterprise is a code hosting platform for version control and collaboration. It allows groups of developers to collaborate on the same documents simultaneously and without overriding each other's work. It also allows you to see what changes were made, who made the changes, and view previous versions of files. GitHub Enterprise can be run on-premises or hosted in the cloud.

Please note that the Product GitHub Enterprise has its own set of terms and conditions located within the Microsoft Product Terms. Authorized Users are encouraged to read and understand these terms and conditions prior to purchasing GitHub Enterprise.

31. Q. What are Government Community Cloud services?

- A. Government Community Cloud Services are Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for Authorized Users and are offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Online Service Terms and Product Terms. **For each Online Service, information on whether the Product is deployed in the commercial cloud or the Government Community Cloud is provided on the NYS Price List and Aggregate Agreement Price List in the field "Product Type".**

Office 365 US Government Community Cloud (GCC) services are provided only from data centers physically located within the United States. The following Authorized User data will be stored at rest in data centers physically located within the United States:

- Exchange Online mailbox content (email bodies, calendar entries, and the content of e-mail attachments);
- SharePoint Online site content and the files stored within that site; and
- Skype for Business archived conversations, uploaded documents, and whiteboarding session.

Additionally, Authorized User data will be logically segregated from customer content in Microsoft's commercial Office 365 Services and access to this data in the GCC by Microsoft personnel is restricted to personnel who are US citizens. These personnel undergo background investigations in accordance with relevant government standards. More information regarding these background screenings can be found in MBT, Part 3.H, Background Checks.

32. Q. What are commercial cloud Online Services?

- A. Microsoft's commercial cloud Online Services include Azure, Office 365 commercial, Dynamics 365 and other cloud services identified in the Product Terms. These services are deployed in Microsoft's multi-tenant data



centers.

Most Azure services are deployed regionally and the Authorized User is able to specify the region into which the Authorized User's data will be stored and the Azure service will be deployed. Microsoft publishes information on the available commercial cloud regions on their website at

<http://azuredatamap.azurewebsites.net/>.

Authorized Users must carefully consider each Agreement offering and must make a determination if an offering complies with the Authorized User's statutory and regulatory requirements prior to acquisition and deployment. Authorized Users may refer to the NYS Price List posted on the OGS website for more information on each Product offering. **For each Online Service, information on whether the Product is deployed in the commercial cloud or the Government Community Cloud is provided on the NYS Price List and Aggregate Agreement Price List in the field "Product Type".**

Authorized Users should be note that some commercial cloud Azure Services do not allow the Authorized User to specify the region where the service will be deployed. These services may store customer data in any of Microsoft's datacenters. An Authorized User must be aware of the terms of such services and whether this is in conflict with any of the Authorized User's statutory and regulatory requirements.

33. Q. What is a data categorization exercise?

- A. This is the process used to determine the risk factors involved with specific data and the implications of placing it in a third party system. Please see <http://csrc.nist.gov/publications/fips/fips199/FIPS-PUB-199-final.pdf> and <https://its.ny.gov/document/information-classification-standard>.

34. Q. When an Authorized User approaches Microsoft to purchase the Azure Monetary Commit Provision for Government Community Cloud, how does Microsoft help the Authorized User assess what services they will need and what their estimated consumption may be, in order to help the Authorized User estimate the funds they will need to encumber for budgeting their Azure Services consumption?

- A. Microsoft will work to:
- i. Document the business need and desired outcome;
  - ii. Provide reference architectures and work through technical decisioning on an approach of deploying to get to a agreed upon architecture;
  - iii. Work in partnership with the Authorized User's Reseller or directly with the Microsoft account team to develop a cost estimate in the Azure calculator, found at the following link: <https://azure.microsoft.com/en-us/pricing/calculator/>. This estimate is just that, an estimate, but can be used to work with Contractor to create a specific Monetary Commitment; and
  - iv. Review with the Authorized User the cost estimate, purchasing options (as determined by the State) and technical approach.

35. Q. Would you be able to walk us through the process that Microsoft and an Authorized User would go through when purchasing an Azure Monetary Commit Provision? I.e. Is there consumption forecasting prior to purchase; what is covered on the Azure Onboarding call; how do Users gain access to the Admin Portal and what kind of information and functionality do Users have on the Admin portal?

- A. Microsoft will:
- i. Review the cost estimate and technical approach with the Authorized User;
  - ii. After 'purchase' or investment, Microsoft will arrange a Onboarding call with our Azure Concierges service to activate the tenant if 'new', if not a new customer, we will skip this step;
  - iii. The Concierge Desk will review the Azure Administration portal with the Authorized User;
  - iv. The local team can go deeper on administration, alerting and cost management approaches and configuration in the Azure Portal; and
  - v. Review all approaches for viewing service usage and cost impact.

36. Q. Are there any additional documentation that an Authorized User may refer to related to Azure Services onboarding?

There are many good resources at <https://azure.microsoft.com/en-us/>.



37. Q. What would be the process for transitioning to this Aggregate Agreement?

- A. The Aggregate Agreement applies to new and renewal Enrollments and Affiliate Registrations. This will apply to Authorized Users who's existing CMBA Enrollment is expired or expiring and should be renewed pursuant to the terms of the Aggregate Agreement. Existing Enrollments that have not yet expired will need to be Migrated to the Manufacturer Umbrella Process as described above..

38. Q. What is the process and methodology for quoting pricing throughout the enrollment period?

- A. Awarded Reseller's will only quote out the payments and orders that will fall within the Period of Performance (PoP) of the newly awarded Contract. For example, a new 3 year agreement signed on March 1, 2022, will only receive committed pricing from Awarded Reseller for the 1st and the 2nd payment, as the 3rd payment due on March 1, 2024, falls outside the Period of Performance of the Contract.

All Contracts that have payments due during the current PoP will have new pricing sent to them based on the newly awarded price within the first 60 days of Contract award, based on prioritization of due dates. There will be a second and third reminder sent 90 days and 60 days before a payment is due.

39. Q. Can you describe how Contractor will present information to customers and in what form customers will be required to sign Enrollments or Affiliate Registration forms, etc. as outlined in the MBT?

- A. All requests for pricing on new Products or agreements will need to be submitted to the awarded Reseller of the Aggregate Agreement. For existing agreements, awarded Reseller will provide a price quotation directly to the customer. For new agreements, awarded Reseller will work with Microsoft to establish a quote and then send over the completed price quotation, Microsoft Program Signature Form, Microsoft Enterprise Agreement Enrollment Form and any other applicable Microsoft amendments to the Customer for review and completion. These documents are provided via electronic transmission to be printed, signed and scanned to .pdf. The Customer would then return the signed documentation to awarded Reseller via electronic transmission. Terms are designated by Microsoft for each enrollment in that enrollment's Microsoft Enterprise Agreement form. A new agreement order is only complete on receipt of a purchase order and the signed agreement documents.