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TYPE OF RECORD: ACTIVE NON PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: STATE OF COLORADO DEPARTMENT OF PERSONNEL

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: MASTER SOFTWARE LICENSING  
PROGRAM-MICROSOFT, NOVELL, COREL CLP, LOTUS

CITY DEPARTMENT: ADMINISTRATIVE SERVICES

YEAR: 1999

EXPIRATION DATE: UNTIL MODIFIED

DESTRUCTION DATE: SIX YEARS AFTER REPLACEMENT

**INTERGOVERNMENTAL MASTER SOFTWARE LICENSING PROGRAM  
ENROLLMENT AGREEMENT**

THIS agreement, made this 12 day of FEBRUARY 1999, by and between CITY OF GRAND JUNCTION, 250 N. 5TH ST., GRAND JUNCTION, CO 81501 hereinafter referred to as "enrolling entity," and the State of Colorado, acting through the Department of Personnel hereinafter referred to as The State,

WHEREAS, pursuant to section 24-110-201, C.R.S. (1997), any public procurement unit may either participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies or services with one or more public procurement units; and

WHEREAS, the State has negotiated master software licensing terms and conditions to permit statewide orders by State agencies, departments, institutions and political subdivisions from master licensing agreements with software manufacturers/publishers; and

WHEREAS, the State is agreeing to administer such master software licensing programs in accordance with the terms of such programs; and

WHEREAS, the enrolling entity is an eligible agency, department, institution or political subdivision under such master software licensing agreements;

NOW THEREFORE, it is hereby agreed that:

1. The enrolling entity acknowledges that it has received a copy of the program and licensing terms under:

a. Microsoft Government Select Master Agreement, dated November 30, 1997; the Microsoft Education Select Master Agreement, dated November 30, 1997; Product Use Addendum A; all as amended by the State of Colorado Modifications dated November 30, 1997.

b. Novell Master License Agreement, dated October 8, 1997, as amended by the State of Colorado Amendment dated October 8, 1997.

c. COREL CLP Universal Agreement, dated November 24, 1997, as amended by the CLP Universal Agreement Amendment, dated November 24, 1997.

d. Lotus Passport Program, Government Contract Option and Enterprise Option Terms, dated July 1, 1995, as amended by the Amendment to Lotus Passport Program

Government Contract Option and Enterprise Option Terms, dated December 3, 1997;  
- Lotus Software Agreement.

2. The enrolling entity acknowledges that these agreements contain confidentiality provisions and use restrictions on software ordered under such agreements, and the enrolling entity will disseminate such limits and restrictions on use to its employees. The agreements require that enrolling entities take reasonable steps to protect software and documentation from unauthorized copying or use. Enrolling entities may not disassemble or decompile the software. The agreements also contain specific use audit, self-audit, and reporting/certification provisions to validate compliance with license restrictions. The parties agree that the Department of Personnel shall not be responsible for any liability arising out of orders placed by the enrolling entity or any costs associated with audits or purchases of additional license rights after audits under these agreements. Collection of and/or disagreements over payment are the sole responsibility of the reseller and the individual enrolling entity. In the event an enrolling entity is determined to be liable for the costs of an audit, the enrolling entity is responsible for any such costs under these agreements. Enrolling entities shall, at their own expense, satisfy reporting obligations under these agreements with respect to their own use of software ordered from these agreements.

3. The enrolling entity will comply with the terms in the then-current State Award in placing orders under this program, through the reseller administering the program. The enrolling entity will furnish updated information concerning the identity of its program point of contract to the reseller. The enrolling agency's point of contract for purposes of these programs is:

Name: *MARK R. SMITH - City of Grand Junction*  
Title or Position: *PURCHASING MANAGER*  
Address: *2549 RIVER Rd. GRAND JCT., CO 81505-7209*  
Telephone: *970/244-1534*

5. The enrolling entity shall not distribute or redistribute or permit any of its employees to distribute or redistribute files, code or software (as those terms are used in the Microsoft Product Use Rights paragraphs IC(2), IG(3), IK(3), 1L1f, 1L1g, 1M, 1O, 1P1b, IIIa2(j)) from Microsoft Office Developers Edition, Microsoft Visual Basic, Microsoft Visual C++, Microsoft Visual FoxPro Professional, Microsoft Visual InterDev, Music Producer, Microsoft Visual J++, Visual SourceSafe, Microsoft VisualStudio, Microsoft SQL Server and Microsoft Exchange Server. This prohibition shall apply to any use, distribution, or redistribution of files, code or software that is subject to an express duty of indemnification by the State in the Microsoft Product Use Rights, as it may be amended from time to time.

6. No software product or licenses may be sublicensed, transferred, or assigned (such as to an "Affiliate" entity as that term may be used in the Microsoft Select Agreements) to another entity except to the extent that such sublicense, transfer, or assignment is permitted under the terms of the applicable program, and then only if such entity has executed an Intergovernmental Master Software Licensing Program Enrollment

Agreement: The enrolling entity shall remain responsible for all acts and omissions of such entities to which it sublicenses, transfers or assigns such software products or licenses. Written notice of the terms of such sublicense, transfer or assignment shall be provided to the reseller in a form acceptable to the Division of Purchasing.

8. TO THE EXTENT AUTHORIZED BY LAW, THE ENROLLING ENTITY SHALL INDEMNIFY, SAVE, AND HOLD HARMLESS THE DEPARTMENT OF PERSONNEL, STATE OF COLORADO AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITY AND COURT AWARDS, INCLUDING COSTS, EXPENSES, AND ATTORNEY FEES, INCURRED AS A RESULT OF BREACH OF OBLIGATIONS UNDER THIS AGREEMENT OR THE PROGRAM AND/OR LICENSING AGREEMENTS REFERRED TO HEREIN BY THE ENROLLING ENTITY, OR ITS EMPLOYEES, AGENTS, OR ASSIGNEES.

Enrolling Entity Name

*CITY OF GRAND JUNCTION*

*By Mark Smith, Purchasing Manager*  
Authorized Signature

*Theresa A. Martinez*  
*Deputy City Clerk*



Attestation (e.g. Clerk)

Department of Personnel  
State Purchasing Director

*Jane Lopez for*  
*Nanci Kadlecik*

~~For Microsoft Internal Use Purposes~~

Enrollment Number	
Master Agreement Expiration Date	

Customer must complete the following:

Master Agreement Number	01-04808
Name of Lead Customer	State of Colorado

MICROSOFT SELECT ENROLLMENT AGREEMENT

This Microsoft Select Enrollment Agreement (this "Enrollment Agreement") is submitted by CITY OF GRAND JUNCTION (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.

The Enrolling Customer intends to enroll under the Select Master Agreement identified above. As an inducement to the Enrolling MS Company to accept this Enrollment Agreement, the Enrolling Customer represents and warrants that:

- a. It has read and understood the Master Agreement identified above, 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.
- b. It is a Lead Customer Affiliate.
- c. It expects to acquire Licenses equivalent to at least 500 Units during the term of this Enrollment Agreement.

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

Name of Enrolling Customer (Entity Name):		Name of Enrolling MS Company:	
		Microsoft Corporation	
By:	<u>Mark Smith</u> (signature)	By:	_____ (signature)
Name:	<u>MARK R. SMITH</u> (printed)	Name:	_____ (printed)
Title:	<u>PURCHASING MANAGER</u> (printed)	Title:	_____ (printed)
Date:	<u>2/12/99</u>	Date:	_____

The Enrollment Agreement and attached documents should be sent to the following address for approval and processing:	Microsoft Corporation	Telephone Number (country code-area code- phone number):
	One Microsoft Way	(425) 882-8080
	Redmond, WA 98052-6399	Facsimile Number (country code-area code- phone number):
	Attention:	(425) 936-7329
	Select Volume Licensing, Dept. 551	

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 <b>CITY OF GRAND JUNCTION</b>	Lead MS Company <b>Microsoft Corporation</b>
Street Address and/or post office box <b>250 N. 5TH ST.</b>	Street Address and/or post office box <b>One Microsoft Way</b>
City and State / Province <b>GRAND JUNCTION, COLORADO</b>	City and State / Province <b>Redmond, WA</b>
Country and Postal Code <b>MESA 81501</b>	Postal Code <b>98052-6399</b>
Contact Name <b>FRED STROH</b>	Attention <b>Select Volume Licensing, Dept. 551</b>
Phone Number <b>970/244-1525</b>	Phone Number <b>(425) 882-8080</b>
Fax Number <b>970/244-1566</b>	Fax Number <b>(425) 936-7329</b>
Internet Address <b>FREDSE@CI.GRANDJCT.CO.US</b>	
	<i>All NOTICES should have Copy To:</i> <b>Microsoft Corporation Law and Corporate Affairs One Microsoft Way Redmond, Washington USA 98052 Attention: Select Attorney</b>

### Enrolling Customer 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 <i>(if different than Notices contact)</i>	Microsoft Account Manager Name
Street Address	Microsoft Office Location
City and State / Province	Microsoft Contact Email Address <i>(if applicable)</i>
Country and Postal Code	
Contact Name	
Phone Number	
Fax Number	
Internet Address	
<i>If different than language of this agreement</i>	

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: Basque, Brazilian Portuguese, Catalan, French, French-Canadian, International English, Japanese, Portuguese, Spanish, North American 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





### Enrolling Customer Sign Up Form

The following sections should be completed by the Large Account Reseller

#### Large Account Reseller Headquarter Information

Reseller Name	GE CAPITAL IT SOLUTIONS
Headquarters Street Address and/or post office box	4474 Sigma Road
City and State / Province	Dallas, Texas
Country and Postal Code	USA 75244
Contact Name	Patrick J. Rojo
Phone Number	(972) 701-9980 x162
Fax Number	(972) 458-1531
Internet Address	patrick.rojo@gecits.ge.com

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

Name of Large Account Reseller:	GE CAPITAL IT SOLUTIONS
By:	<i>(signature)</i>
Name:	Patrick J. Rojo <i>(printed)</i>
Title:	MS Select Contract Administrator <i>(printed)</i>
Date:	_____