



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

December 1st, 2025

To: Jennifer L. Hibit, Secretary to the Authority

From: Dave Aubertine, Director IT & Cybersecurity *DWA*

Subject: Microsoft Enterprise Agreement Renewal

The Erie County Water Authority is renewing the licenses for the Microsoft Office suite of products, including Microsoft Office 365 and Microsoft Office Professional Plus. The software is being purchased as part of Purchase Order WGL25-0079. Microsoft now requires that organizations purchasing these licensed products sign an Enterprise Agreement every three years.

The Legal team reviewed and determined that this will require execution/signature by the Chairman. The IT department has also reviewed the agreement and recommends signature to ensure no disruption in the continued use of our Microsoft products.

Budget Information:

Unit: 8525, GL 401000

O&M Budget Item 36 Software Expense

DWA:

cc:

C. Eaton

J. Tomaka

L Kowalski

L.Lester,

J. Hibit

M. Carney

J. Brown

**ERIE COUNTY WATER AUTHORITY
AUTHORIZATION FORM
For Approval/Execution of Board Meeting Documents**

Document Name: _____ **Project No.:** _____

Description: _____

Item Description:

Choose one: _____

Other: _____

Action Requested:

Choose one: _____

Other: _____

Approvals Required:

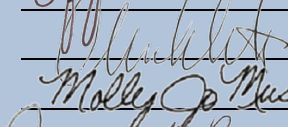
APPROVED AS TO CONTENT:

Chief Financial Officer



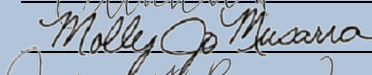
Date: 12/08/2025

Chief Operating Officer



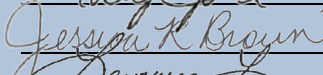
Date: 12/02/2025

Claims Rep. – Risk Manager



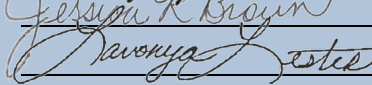
Date: 12/2/2025

Comptroller



Date: 12/2/2025

Director of Administration



Date: 12/05/2025

Director of Distribution

Date: _____

Director of Human Resources

Date: _____

Director of IT



Date: 12/1/25

Director of Operations

Date: _____

Director of Planning & Water Supply

Date: _____

Director of Production

Date: _____

Director of Water Quality

Date: _____

Executive Engineer

Date: _____

General Counsel (Legal)



Date: 12/2/2025

Other: _____

Date: _____

APPROVED FOR BOARD RESOLUTION:

Secretary to the Authority



Date: 12/8/2025

Remarks: _____

Resolution Date: _____ Item No: _____



Office of General Services Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification Update

Subject: Microsoft Aggregate Agreement 24-02 Price List Update

DATE: September 15, 2025

AWARD #: [22802](#)

GROUP #: 73600

AWARD DESCRIPTION: Microsoft Aggregate Agreement 24-02

AGREEMENT PERIOD: June 20, 2024 – June 19, 2029

CONTACT: OGS.sm.ps.microsoft@ogs.ny.gov

CONTRACT NO.: PM69723

CONTRACTOR: Microsoft Corporation

RESELLER: SHI International Corp.

OGS has approved a Price List update for the Enterprise Program Agreement and the Campus and School Agreement (CASA) effective 09/15/2025.

- The following items have been added to the Campus and School Program Agreement:

Manufacturer Part Number (SKU)	Product Description	Lot Information
EP2-40634-1M Campus Additional Product	Dragon Copilot Flex Edu Sub Per User	Lot 1 Software
EP2-41149-1M Campus Additional Product	Dragon Copilot Edu SU Dragon Copilot Flex Per User	Lot 1 Software
EP2-40632-1M Campus Additional Product	Dragon Copilot Edu Sub Per User	Lot 1 Software

- The following items have been added to the Enterprise Program Agreement:

Manufacturer Part Number (SKU)	Product Description	Lot Information
AAP-26817-NON E6 SCE	Az IP Address-Bsc IPv4 Dynamic Public IP-10K Hrs-US D	Lot 3 Cloud Services
N9H-00758-NON E6 Additional Product	Az Tables-100M Batch Write Ops	Lot 3 Cloud Services
AAA-70515-NON E6 SCE	Az Win Svr-8 vCPU VM Lic-10 Hrs	Lot 3 Cloud Services
AAN-38420-NON E6 SCE	Az VM Dldsv5 Srs-D8lds v5-100 Hrs-US E	Lot 3 Cloud Services
AAD-56589-NON E6 Additional Product	General Block Blob V2	Lot 3 Cloud Services

AAD-56568-NON E6 Additional Product	Virtual Machines DSv3 Series	Lot 3 Cloud Services
AAD-56564-NON E6 Additional Product	Virtual Machines BS Series	Lot 3 Cloud Services

All information regarding this award, including instructions on “How to Use,” and contact information for the current awardee, may be found on the OGS website at the following link:

<https://online.ogs.ny.gov/purchase/snt/awardnotes/7360022802AggregateBuy.pdf>



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Contract Award Notification Update

Microsoft Aggregate Agreement 24-02 State Finance Subject: Law and How To Use Updates

DATE: March 14, 2025 **AWARD #:** [22802](#) **GROUP #:** 73600
AWARD DESCRIPTION: Microsoft Aggregate Agreement 24-02
AGREEMENT PERIOD: June 20, 2024 – June 19, 2029
CONTACT: OGS.sm.ps.microsoft@ogs.ny.gov
CONTRACT NO.: PM69723 **CONTRACTOR:** Microsoft Corporation
RESELLER: SHI International Corp.

To All State Agencies and others authorized to use State Contracts:

Effective March 21, 2025, The following language is added to NYS Finance Law Section 165:

State Finance § 165
* 9. End point device security. (a) For the purposes of this subdivision "end point device" shall mean personal computing goods that include desktops, laptops, all-in-ones, tablets, mobile or cellular telephones, thin clients, and monitors of various sizes; printers; and multi-functional devices that include imaging devices that combine operations such as copying, printing, scanning and faxing into one machine.
(b) The commissioner and all state agencies, when procuring end point devices, shall be consistent with any relevant standards, guidelines, or guidance developed as part of the National Institute of Standards and Technology (NIST) Cybersecurity Framework.
* NB Effective March 21, 2025

OGS has also posted an updated Appendix 5 – How to Use the Microsoft Aggregate Agreement.

All information regarding this award, including instructions on "How to Use," and contact information for the current awardee, may be found on the OGS website at the following link:

<https://ogs.ny.gov/aggregate-buy-22802>



Office of General Services Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification Update

Subject: Microsoft Aggregate Agreement 24-02 Price List Update

DATE: February 27, 2025

AWARD #: [22802](#)

GROUP #: 73600

AWARD DESCRIPTION: Microsoft Aggregate Agreement 24-02

AGREEMENT PERIOD: June 20, 2024 – June 19, 2029

CONTACT: OGS.sm.ps.microsoft@ogs.ny.gov

CONTRACT NO.: PM69723

CONTRACTOR: Microsoft Corporation

RESELLER: SHI International Corp.

OGS has approved a Price List update for the Enterprise Program Agreement effective 02/27/2025.

- The following item has been added to the Enterprise Program Agreement:

Manufacturer Part Number (SKU)	Product Description	Lot Information
EP2-24658-NON E6 Additional Product	M365 Copilot GCC Sub Add-on	Lot 3 Cloud Services

All information regarding this award, including instructions on "How to Use," and contact information for the current awardee, may be found on the OGS website at the following link:

<https://online.ogs.ny.gov/purchase/snt/awardnotes/7360022802AggregateBuy.pdf>



Office of General Services Procurement Services

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Contract Award Notification Update

Subject: Microsoft Aggregate Agreement 24-02 Price List Update

DATE: February 10, 2025

AWARD #: [22802](#)

GROUP #: 73600

AWARD DESCRIPTION: Microsoft Aggregate Agreement 24-02

AGREEMENT PERIOD: June 20, 2024 – June 19, 2029

CONTACT: OGS.sm.ps.microsoft@ogs.ny.gov

CONTRACT NO.: PM69723

CONTRACTOR: Microsoft Corporation

RESELLER: SHI International Corp.

OGS has approved a Price List update effective 02/10/2025.

All information regarding this award, including instructions on "How to Use," and contact information for the current awardee, may be found on the OGS website at the following link:

<https://online.ogs.ny.gov/purchase/snt/awardnotes/7360022802AggregateBuy.pdf>



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Contract Award Notification Update

Subject: Microsoft Aggregate Agreement 24-02 Enrollment Form Update

DATE: October 31, 2024

AWARD #: [22802](#)

GROUP #: 73600

AWARD DESCRIPTION: Microsoft Aggregate Agreement 24-02

AGREEMENT PERIOD: June 20, 2024 – June 19, 2029

CONTACT: OGS.sm.ps.microsoft@ogs.ny.gov

CONTRACT NO.: PM69723

CONTRACTOR: Microsoft Corporation

RESELLER: SHI International Corp.

OGS has replaced the originally posted Custom Enterprise Enrollment Form with an updated version.

All information regarding this award, including instructions on "How to Use," and contact information for the current awardee, may be found on the OGS website at the following link:

<https://online.ogs.ny.gov/purchase/snt/awardnotes/7360022802AggregateBuy.pdf>



Office of General Services Procurement Services

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Contract Award Notification Update

Subject: Microsoft Aggregate Agreement 24-02 Price List Update

DATE: October 30, 2024

AWARD #: [22802](#)

GROUP #: 73600

AWARD DESCRIPTION: Microsoft Aggregate Agreement 24-02

AGREEMENT PERIOD: June 20, 2024 – June 19, 2029

CONTACT: OGS.sm.ps.microsoft@ogs.ny.gov

CONTRACT NO.: PM69723

CONTRACTOR: Microsoft Corporation

RESELLER: SHI International Corp.

OGS has approved a Price List update for October 2024 effective 10/30/2024.

All information regarding this award, including instructions on "How to Use," and contact information for the current awardee, may be found on the OGS website at the following link:

<https://online.ogs.ny.gov/purchase/snt/awardnotes/7360022802AggregateBuy.pdf>



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Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification Update

Subject: Microsoft Aggregate Agreement 24-02 Price List Update

DATE: August 16, 2024

AWARD #: [22802](#)

GROUP #: 73600

AWARD DESCRIPTION: Microsoft Aggregate Agreement 24-02

AGREEMENT PERIOD: June 20, 2024 – June 19, 2029

CONTACT: OGS.sm.ps.microsoft@ogs.ny.gov

CONTRACT NO.: PM69723

CONTRACTOR: Microsoft Corporation

RESELLER: SHI International Corp.

OGS has approved a Price List update for the Enterprise Program Agreement for August 2024 effective 8/16/2024.

All information regarding this award, including instructions on "How to Use," and contact information for the current awardee, may be found on the OGS website at the following link:

<https://online.ogs.ny.gov/purchase/snt/awardnotes/7360022802AggregateBuy.pdf>



Office of General Services Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification Update

Subject: Announcing the Award of Microsoft Aggregate Agreement 24-02

DATE: June 20, 2024

AWARD #: [22802](#)

GROUP #: 73600

AWARD DESCRIPTION: Microsoft Aggregate Agreement 24-02

AGREEMENT PERIOD: June 20, 2024 – June 19, 2029

CONTACT: OGS.sm.ps.microsoft@ogs.ny.gov

CONTRACT NO.: PM69723

CONTRACTOR: Microsoft Corporation

RESELLER: SHI International Corp.

The Office of General Services (OGS) is issuing this Update to announce the award for centralized RFQ 24-02 (Microsoft Aggregate Agreement 24-02). The following Reseller on the Microsoft Umbrella Manufacturer contract PM69723 has received the award:

FED. ID#/ NYS VENDOR#	Reseller
22-3009648 1000008811	SHI International Corp. d/b/a SHI International Corp.

All information regarding this award, including instructions on “How to Use,” and contact information for the current awardee, may be found on the OGS website at the following link:
<https://online.ogs.ny.gov/purchase/snt/awardnotes/7360022802AggregateBuy.pdf>

For additional information, please also see OGS Update memo 23116p74 and 23116p76 for contract PS68202:

<https://online.ogs.ny.gov/purchase/snt/awardnotes/7600023116pm.pdf>

Program Signature Form

MBA/MBSA number

U6885701

AMD000471732

Agreement number

9060253

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
Enterprise Enrollment	CTM-X20-10635 (NYSOGS-001)
<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
Product Selection Form	3098368.010_PSF
Amendment	M97 (NEW)
Discount Transparency Disclosure Form	3098368.010_DTDF
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.

Customer
Name of Entity (must be legal entity name)* Erie County Water Authority, NY Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____
Tax ID _____

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name _____ Printed Title _____ Signature Date _____ (date Microsoft Affiliate countersigns)
Agreement Effective Date _____ (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

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

** indicates required field*

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

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

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 Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA



Custom Enterprise Enrollment

Enterprise Enrollment number
(Microsoft to complete)Previous Enrollment number
(Reseller to complete)

8909078

Framework ID
(if applicable)

NYSOGS-001

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment is governed by the Microsoft Business Terms (MBT), the Microsoft Enterprise Agreement and the terms and conditions therein. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement and the MBT.

If there is a capitalized term in this Enrollment that is not defined elsewhere in the associated Microsoft Business Terms Agreement (MBT) and there is a definition of the capitalized term at the following link, the definition at the link will apply: <http://www.microsoft.com/licensing/contracts>. In the event there is language in the definition at the link which conflicts with OGS Contract No. PM69723, the language of OGS Contract No. PM69723 will control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the MBT. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements. Membership in the Community is ultimately at Microsoft’s discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" will have the same meaning as "US Government Entity" as defined in the Contract PM69723; federal, state, municipal entity or tribal government located in the United States.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

2. **Order requirements.**

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must utilize the awarded Reseller of the Microsoft Aggregate Agreement to place orders pursuant to the Microsoft Aggregate Agreement. Enrolled Affiliate will acquire its Licenses by submitting Orders to the awarded Reseller who will transmit the order to Microsoft. The price and payment terms for all Orders will be as set forth in the current Aggregate Agreement and this Enrollment, and Microsoft will invoice the Reseller based on those terms. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
 - (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
 - (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
 - (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional

Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) Online Services. For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iv) Subscription License reductions. Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
- 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
- 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) Update statement. An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) True-up order period. The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

- (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
- (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

- i. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the MBT.

3. Pricing.

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by the awarded Reseller of the Microsoft Aggregate Agreement, as set forth in the Aggregate Agreement pricing. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, as long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party

may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) Subscription Licenses and Online Services not eligible for an Extended Term. If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

- d. Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination" section of the Enterprise Program Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. Early termination.** Any early termination of this Enrollment will be subject to the "Termination" Section of the Enterprise Program Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

- a. Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b.** All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c.** Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i)** Government Community Cloud Services will be offered only within the United States.
 - (ii)** Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii)** References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* Erie County Water Authority, NY

Contact name* First Dave **Last** Aubertine

Contact email address* helpdesk@ecwa.org

Street address* 3030 Union Road

City* Buffalo
State* NY
Postal code* 14227-1097
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* US
Phone* 716-685-8211
Tax ID

** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☒ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Last

Contact email address*

Street address*

City*

State*

Postal code* -

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone*

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☒ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last

Contact email address*

Phone*

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp.

Street address (PO boxes will not be accepted)* 290 Davidson Ave

City* Somerset

State* NJ

Postal code* 08873

Country* US

Contact name* Christal Ramagado

Phone* (888) 764-8888

Contact email address* msteam_@shi.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____
Printed name*
Printed title* Contracts Specialist
Date*

** indicates required fields*

Changing a Reseller. This section is intentionally omitted and is included in Section 1.4 of the associated MBT.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. **Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

4. **Data Categorization for Lot 3 Cloud.**

The requirement for Data Categorization is described in the Manufacturers Umbrella Contract at Section 2.1.3 Lot 3 Cloud. Pursuant to Section 63B of Appendix B Limitation of Liability for Lot 3 - Cloud, Microsoft's maximum aggregate liability is determined in part by the categorization of the Customer Data to be stored in the Microsoft Cloud: Low Risk, Moderate Risk or High Risk. Select the Data Categorization of Customer Data. This selection will apply for the term of this Enrollment.

Low Risk Data: ☐

Moderate Risk Data: ☒

High Risk Data: ☐

Amendment to Contract Documents

Enrollment Number

AMD000471732

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
KF5-00002	Defender O365 P1 Sub Per User	250	0
AAA-10842	O365 E3 Sub Per User	250	0
7LS-00002	Planner & Project P3 Sub Per User	9	0
NYG-00001	Teams AC with Dial Out US/CA Sub Add-on	250	0
N9U-00002	Visio P2 Sub Per User	8	2
AAA-12414	CCAL Bridge O365 Sub Per User	250	0

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

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

Microsoft Internal Use Only:

"(M97)EnrAmend(Ind)(InvoiceforQuotedPrice) (WW)(ENG)(Dec2024)(IU).docx"		M97	Blue
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Microsoft | Volume Licensing

Discount Transparency Disclosure Form - Final

Date: 11/24/2025
Program: Enterprise 6
Enrollment Number: Renewal
Quote Number: 3098368.010
Reseller Name: SHI International Corp.
Reseller Address: 290 Davidson Ave
Somerset, New Jersey, US, 08873-4145

Discount Details

For this enrollment, Microsoft provided the Customer's Partner a discount off of the Partner's Net Price. The Partner is required, by Microsoft, to pass on the discount to the Customer by reducing the Microsoft Product resale price by an amount equal to or greater than the discount.

Listed on this form is the maximum price the Partner may charge for the Microsoft Products to be ordered under this enrollment based on the provided discount, shown on the first page at the aggregate level, and at a product level in the following pages.

The requirement to pass through the discount does not mean that Microsoft is setting the Customer's actual price. Partners remain free to set the price charged for Microsoft Products at any point equal to or below MRP. The Customer's actual price will be established by a separate agreement between Customer and its Partner. Note that the MRP listed on this form does not include fees for non-Microsoft products, partner services or normal transaction costs. Normal transaction costs include taxes or other fees assessed by a local or federal government.

For Ordered Products

Currency	Maximum Resale Price
US Dollar	408,743.70

In this form, the following definitions apply:

"Customer" means the entity that may enter or has entered into a Contract with the Partner.

"Contract" means a binding agreement between the Partner and Affiliate, under which Customer orders Products from Partner.

"Microsoft" means (1) the entity that has entered into an agreement with Partner under which Partner may place orders for Microsoft Products for use by the Customer and (2) the affiliates of such entity, as appropriate.

"Product" means all Microsoft Products identified in the Product Terms, such as all Software, Online Services, and other web-based services, including pre-release or beta version. Microsoft product availability may vary by region.

Partner: SHI International Corp.

Customer: Erie County Water Authority, NY

Signature of Customer's authorized representative:

Printed name:

Printed title:

Date:

SECTION 1 - Licenses and Software Assurance					
Ordered Product Pricing & Usage Year 1					
Product Description	Part Number	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Additional Products					
Visual Studio Ent MSDN ALng SA	MX3-00117	1,143.59	7	United States	8,005.13
Exchange Server Standard ALng SA	312-02257	136.72	2	United States	273.44
SQL Server Enterprise Core ALng SA 2L	7JQ-00343	2,637.62	8	United States	21,100.96
Win Remote Desktop Services CAL ALng SA DCAL	6VC-01253	22.22	50	United States	1,111.00
Win Remote Desktop Services CAL ALng SA UCAL	6VC-01254	27.37	50	United States	1,368.50
Win Server DC Core ALng SA 2L	9EA-00278	147.74	160	United States	23,638.40
Win Server Standard Core ALng SA 16L	9EM-00267	179.63	5	United States	898.15
Total Year 1 Maximum Price Licenses and Software Assurance					56,395.58
Ordered Product Pricing & Usage Year 2					
Product Description	Part Number	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Additional Products					
Visual Studio Ent MSDN ALng SA	MX3-00117	1,143.59	7	United States	8,005.13
Exchange Server Standard ALng SA	312-02257	136.72	2	United States	273.44
SQL Server Enterprise Core ALng SA 2L	7JQ-00343	2,637.62	8	United States	21,100.96
Win Remote Desktop Services CAL ALng SA DCAL	6VC-01253	22.22	50	United States	1,111.00
Win Remote Desktop Services CAL ALng SA UCAL	6VC-01254	27.37	50	United States	1,368.50
Win Server DC Core ALng SA 2L	9EA-00278	147.74	160	United States	23,638.40
Win Server Standard Core ALng SA 16L	9EM-00267	179.63	5	United States	898.15
Total Year 2 Maximum Price Licenses and Software Assurance					56,395.58

Ordered Product Pricing & Usage Year 3					
Product Description	Part Number	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Additional Products					
Visual Studio Ent MSDN ALng SA	MX3-00117	1,143.59	7	United States	8,005.13
Exchange Server Standard ALng SA	312-02257	136.72	2	United States	273.44
SQL Server Enterprise Core ALng SA 2L	7JQ-00343	2,637.62	8	United States	21,100.96
Win Remote Desktop Services CAL ALng SA DCAL	6VC-01253	22.22	50	United States	1,111.00
Win Remote Desktop Services CAL ALng SA UCAL	6VC-01254	27.37	50	United States	1,368.50
Win Server DC Core ALng SA 2L	9EA-00278	147.74	160	United States	23,638.40
Win Server Standard Core ALng SA 16L	9EM-00267	179.63	5	United States	898.15
Total Year 3 Maximum Price Licenses and Software Assurance					56,395.58

SECTION 2 - Monthly Subscriptions									
Ordered Product Pricing & Usage Year 1									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Enterprise									
CCAL Bridge O365 Sub Per User	AAA-12414	Adjustable	1/1/2026	Monthly	12	1.78	250	United States	5,340.00
O365 E3 Sub Per User	AAA-10842	Adjustable	1/1/2026	Monthly	12	21.86	250	United States	65,580.00
Additional Products									
Visio P2 Sub Per User	N9U-00002	Adjustable	1/1/2026	Monthly	12	12.12	10	United States	1,454.40
Defender O365 P1 Sub Per User	KF5-00002	Adjustable	1/1/2026	Monthly	12	1.62	250	United States	4,860.00
Planner & Project P3 Sub Per User	7LS-00002	Adjustable	1/1/2026	Monthly	12	24.24	9	United States	2,617.92
Teams AC with Dial Out US/CA Sub Add-on	NYG-00001	Adjustable	1/1/2026	Monthly	12	0.00	250	United States	0.00
Total Year 1 Maximum Price Monthly Subscriptions									79,852.32
Ordered Product Pricing & Usage Year 2									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Enterprise									
CCAL Bridge O365 Sub Per User	AAA-12414	Adjustable	-	Monthly	12	1.78	250	United States	5,340.00
O365 E3 Sub Per User	AAA-10842	Adjustable	-	Monthly	12	21.86	250	United States	65,580.00
Additional Products									
Visio P2 Sub Per User	N9U-00002	Adjustable	-	Monthly	12	12.12	10	United States	1,454.40
Defender O365 P1 Sub Per User	KF5-00002	Adjustable	-	Monthly	12	1.62	250	United States	4,860.00
Planner & Project P3 Sub Per User	7LS-00002	Adjustable	-	Monthly	12	24.24	9	United States	2,617.92
Teams AC with Dial Out US/CA Sub Add-on	NYG-00001	Adjustable	-	Monthly	12	0.00	250	United States	0.00
Total Year 2 Maximum Price Monthly Subscriptions									79,852.32

Ordered Product Pricing & Usage Year 3									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Enterprise									
CCAL Bridge O365 Sub Per User	AAA-12414	Adjustable	-	Monthly	12	1.78	250	United States	5,340.00
O365 E3 Sub Per User	AAA-10842	Adjustable	-	Monthly	12	21.86	250	United States	65,580.00
Additional Products									
Visio P2 Sub Per User	N9U-00002	Adjustable	-	Monthly	12	12.12	10	United States	1,454.40
Defender O365 P1 Sub Per User	KF5-00002	Adjustable	-	Monthly	12	1.62	250	United States	4,860.00
Planner & Project P3 Sub Per User	7LS-00002	Adjustable	-	Monthly	12	24.24	9	United States	2,617.92
Teams AC with Dial Out US/CA Sub Add-on	NYG-00001	Adjustable	-	Monthly	12	0.00	250	United States	0.00
Total Year 3 Maximum Price Monthly Subscriptions									79,852.32

Future Pricing				
Enterprise Products				
Product Description	Part Number	Pricing Information		
Online Services - Enterprise Products		Max Price (USD)/ Month		
CCAL Bridge O365 Sub Per User	AAA-12414	1.78		
Enterprise Online Services				
Product Description	Part Number	Max Price(USD) / Month		
Future Monthly - Enterprise Online Services				
O365 E3 Sub Per User	AAA-10842	21.86		
Additional Products				
Product Description	Part Number	Pricing Information		
		Max True Up Price (USD)		
True-Ups		Year 1	Year 2	Year 3
Visual Studio Ent MSDN ALng LSA	MX3-00115	6,802.19	5,658.60	4,515.00
Exchange Server Standard ALng LSA	312-02177	962.41	814.41	666.40
SQL Server Enterprise Core ALng LSA 2L	7JQ-00341	17,144.40	14,506.78	11,869.16
Win Remote Desktop Services CAL ALng LSA DCAL	6VC-01251	178.78	155.84	132.90
Win Remote Desktop Services CAL ALng LSA UCAL	6VC-01252	190.77	163.04	135.30
Win Server DC Core ALng LSA 2L	9EA-00039	960.21	812.46	664.72
Win Server Standard Core ALng LSA 16L	9EM-00265	1,183.38	1,003.75	824.13
Additional Online Products				
Product Description	Part Number	Pricing Information		
Online Services		Max Price (USD)/ Month		
Visio P2 Sub Per User	N9U-00002	12.12		
Defender O365 P1 Sub Per User	KF5-00002	1.62		
Planner & Project P3 Sub Per User	7LS-00002	24.24		
Teams AC with Dial Out US/CA Sub Add-on	NYG-00001	0.00		

Proposal ID

3098368.010

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	250	250	1.0	User Licenses

Products	Enterprise Quantity
Client Access License (CAL)	
Core CAL	
Bridge for Office 365	250
Office 365 Plans	
O365 E3	250

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	250	250	0	0

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
<p>Note 1: In the following countries, any direct Enrollment consisting of only Enterprise Online Services will not be eligible for the Renewal option described in Section 5.b. of the Enrollment or for a new Enrollment due to program changes: Argentina, Australia, Austria, Belgium, Canada, Chile, Cyprus, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Jamaica, Italy, Lichtenstein, Luxemburg, Malta, Netherlands, Norway, Portugal, Puerto Rico, South Africa, Spain, Sweden, Switzerland, Trinidad & Tobago, United Kingdom, United States, and Uruguay.</p>	
<p>Note 2: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.</p>	
<p>Note 3: Unless otherwise indicated in the associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.</p>	
<p>Note 4: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.</p>	
<p>Note 5: Bridge CAL, Office 365 Plan E3 Add Ons, EMS Add Ons, Windows Ent SA Per User Add Ons, and Enterprise Cloud Suite Add On quantities are not included for Price Leveling, as License quantities are determined by the corresponding Enterprise Online Service(s).</p>	

Previous Enrollment(s)/Agreement(s) Form

Entity Name: Erie County Water Authority, NY

Contract that this form is attached to: Enterprise Enrollment

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

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

[illegible]



WGL25-0079

Pricing Proposal

Quotation #: 26682919

Reference #: Net New EA - Option 1

Created On: 9/25/2025

Valid Until: 10/25/2025

NY-County of Erie Water Authority

Microsoft Inside Account Manager

Dave Aubertine

Phone: (716) 685-8210

Fax:

Email: daubertine@ecwa.org

MSNorthEastGov

290 Davidson Ave.

Somerset, NJ 08873

Phone: 732-624-5965

Fax:

Email: MSNorthEastGov@SHI.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Defender O365 P1 Sub Per User Microsoft - Part#: KF5-00002 Contract Name: OGS IT Umbrella Contract Contract #: PM69723 Subcontract #: 24-02 Coverage Term: 1/1/2026 – 12/31/2026 Note: Net New EA	325	\$18.00	\$5,850.00
2 O365 E3 Existing Customer Sub Per User Microsoft - Part#: AAA-10842 Contract Name: OGS IT Umbrella Contract Contract #: PM69723 Subcontract #: 24-02 Coverage Term: 1/1/2026 – 12/31/2026 Note: Net New EA	250	\$242.88	\$60,720.00
3 Planner & Project P3 Sub Per User Microsoft - Part#: 7LS-00002 Contract Name: OGS IT Umbrella Contract Contract #: PM69723 Subcontract #: 24-02 Coverage Term: 1/1/2026 – 12/31/2026 Note: Net New EA	9	\$269.28	\$2,423.52
4 Teams AC with Dial Out US/CA Sub Add-on Microsoft - Part#: NYG-00001 Contract Name: OGS IT Umbrella Contract Contract #: PM69723 Subcontract #: 24-02 Coverage Term: 1/1/2026 – 12/31/2026 Note: Net New EA	250	\$0.00	\$0.00
5 Visio P2 Sub Per User Microsoft - Part#: N9U-00002 Contract Name: OGS IT Umbrella Contract Contract #: PM69723 Subcontract #: 24-02 Coverage Term: 1/1/2026 – 12/31/2026	10	\$134.64	\$1,346.40

Note: Net New EA

6	Exchange Server Standard ALng SA Microsoft - Part#: 312-02257 Contract Name: OGS IT Umbrella Contract Contract #: PM69723 Subcontract #: 24-02 Coverage Term: 1/1/2026 – 12/31/2026 Note: Net New EA	2	\$125.76	\$251.52
7	SQL Server Enterprise Core ALng SA 2L Microsoft - Part#: 7JQ-00343 Contract Name: OGS IT Umbrella Contract Contract #: PM69723 Subcontract #: 24-02 Coverage Term: 1/1/2026 – 12/31/2026 Note: Net New EA	8	\$2,442.24	\$19,537.92
8	Visual Studio Ent MSDN ALng SA Microsoft - Part#: MX3-00117 Contract Name: OGS IT Umbrella Contract Contract #: PM69723 Subcontract #: 24-02 Coverage Term: 1/1/2026 – 12/31/2026 Note: Net New EA	7	\$1,058.88	\$7,412.16
9	Win Remote Desktop Services CAL ALng SA DCAL Microsoft - Part#: 6VC-01253 Contract Name: OGS IT Umbrella Contract Contract #: PM69723 Subcontract #: 24-02 Coverage Term: 1/1/2026 – 12/31/2026 Note: Net New EA	50	\$20.52	\$1,026.00
10	Win Remote Desktop Services CAL ALng SA UCAL Microsoft - Part#: 6VC-01254 Contract Name: OGS IT Umbrella Contract Contract #: PM69723 Subcontract #: 24-02 Coverage Term: 1/1/2026 – 12/31/2026 Note: Net New EA	50	\$25.32	\$1,266.00
11	Win Server DC Core ALng SA 2L Microsoft - Part#: 9EA-00278 Contract Name: OGS IT Umbrella Contract Contract #: PM69723 Subcontract #: 24-02 Coverage Term: 1/1/2026 – 12/31/2026 Note: Net New EA	160	\$136.80	\$21,888.00
12	Win Server Standard Core ALng SA 16L Microsoft - Part#: 9EM-00267 Contract Name: OGS IT Umbrella Contract Contract #: PM69723 Subcontract #: 24-02 Coverage Term: 1/1/2026 – 12/31/2026 Note: Net New EA	5	\$166.32	\$831.60
13	CCAL Bridge O365 Sub Per User Microsoft - Part#: AAA-12414 Contract Name: OGS IT Umbrella Contract Contract #: PM69723	250	\$19.80	\$4,950.00

Subcontract #: 24-02
Coverage Term: 1/1/2026 – 12/31/2026
Note: Net New EA

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Total \$127,503.12

Additional Comments

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Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

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The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.