



QUOTE

Microsoft
3301 Veterans Memorial Blvd suite 107
Metairie, LA 70002
chri@microsoft.com

EFFECTIVE FROM: 2/14/2018
EFFECTIVE TO: 3/16/2018
QUOTE ID: 6923-204-156

Company Name: University of New Orleans
AX # USA-0000985479
Contact: Jesse McCorkle
Email: jmccorkl@uno.edu
Phone: 504-280-3236

Ship To: Address: 2000 Lakeshore Drive
New Orleans, LA 70148
USA
Phone:
Ship To Tax: 0.000%

Bill To: Address: 2000 Lakeshore Drive
New Orleans, LA 70148
USA
Phone:

Table with columns: QTY, DESCRIPTION, SKU, MSRP, DISCOUNT \$, DISCOUNT %, TAXABLE, UNIT PRICE, LINE TAX, LINE TOTAL. Rows include Surface Book 2, 4YR ADH Warranty, Ethernet Adapter, Surface Pen, Surface Docking Station, Surface Arc Mouse, and NASPO Tracking SKU.

Summary table with rows: TOTAL DISCOUNT \$ 623.35, SHIPPING COST, SUBTOTAL \$ 3,194.61, TOTAL TAX \$ -, TOTAL \$ 3,194.61

Quotation Prepared by:
Quote Template v.1.16

Renee Kieffer

- 1. This Quote is not a binding offer and is subject to change without notice...
2. Any and all purchases will be subject to the standard purchase terms...
3. This Quote only applies to purchases through Microsoft retail locations...
4. This Quote does not include shipping charges.

Thank you for shopping at Microsoft!

Microsoft Stores Direct Business Sales Terms

By signing below, Customer agrees that the following device purchase terms shall apply to the Device purchase identified herein ("Agreement").

- 1. Acceptance. Each Customer purchase order is subject to Microsoft's acceptance...
2. Affiliates and Resale. Customer may make Devices purchased under this Agreement available for use by their Affiliates...
3. Delivery. Unless otherwise agreed in writing by the parties, Microsoft will deliver Devices...
4. Limitation of liability. The total liability of each party for all claims related to each purchased Device...
5. Software Licenses. Software included with Devices purchased under this Agreement may be subject to separate license terms...
Pre-existing Work. All rights in any computer code or non-code based written materials developed or otherwise obtained by or for the parties...

up license to reproduce and use and modify any Microsoft pre-existing work provided as part of a Services Deliverable, solely in the form delivered to Customer and solely for Customer's internal business purposes.

**Professional Services and Developments.** Microsoft may be asked to provide professional, consulting or depot services in the course of performing its obligations under this or another Agreement. The following terms shall apply to the delivery of all such services:

**Insurance while performing Professional Services on Customer's premises.** Microsoft will maintain industry-appropriate insurance coverage at all times when performing Professional Services on Customer's premises under this agreement via commercial insurance, self-insurance, a combination of the two or any other similar risk financing alternative. Microsoft will provide Customer with evidence of coverage on request.

**Use of technical information from Professional Services.** Microsoft may use any technical information Microsoft derives from providing Professional Services for problem resolution, troubleshooting, product functionality enhancements, Fixes, and for Microsoft's knowledge base. Microsoft agrees not to identify Customer or disclose any of Customer's Confidential Information in any item in the knowledge base.

**Microsoft as independent contractor.** Microsoft provides Professional Services as an independent contractor and will be responsible for all social security, unemployment, workers' compensation and other withholding taxes for all of Microsoft's employees. Customer and Microsoft each may develop products independently without using the other's Confidential Information.

**Joint Ownership.** Upon payment in full, Microsoft grants Customer Joint Ownership in any computer code, materials, technical data or other deliverables (collectively "Developments") which are provided to Customer in the course of performance of this Agreement or any other agreement. "Joint Ownership" means each party has the right to independently exercise any and all rights of ownership now known or hereinafter created or recognized, including the rights to use, reproduce, modify and distribute the Developments for any purpose, without the need for further authorization to exercise any such rights or any obligation of accounting or payment of royalties.

**Warranties.** The sole warranty Microsoft provides for Devices is the manufacturer's warranty (if any) provided with the Device(s). If Customer purchases additional warranties for Devices (whether through Microsoft or a third party), the terms of such warranty shall apply and shall be the only warranty provided by Microsoft. Microsoft warrants that Professional Services will be performed with professional care and skill. If Microsoft fails to meet the warranty and Customer notifies Microsoft within 90 days of the date of performance, then Microsoft will either re-perform the Professional Services or return the price paid for them. **Microsoft provides no other warranties or conditions and disclaims any other express, implied or statutory warranties, including warranties of quality, title, non-infringement, merchantability and fitness for a particular purpose. This disclaimer will apply except to the extent not permitted by applicable law.**

**Returns.** Microsoft will accept returns for items that meet the return criteria set forth below for 30 days from the date of purchase or download, as applicable. All returns and exchanges must be accompanied by the original documentation, instruction manuals, registration, parts and components (including cables, controllers, and accessories) and the original manufacturer packaging. Refunds will be made in the same method as payment was accepted. Refunds will equal the amount paid less the original shipping and handling charges, if any. The following items may not be returned: (i) items that have been personalized or customized; (ii) special order items; (iii) items that have been used, altered or that show wear or damage; (iv) gift cards and Skype cards; and (v) services. Items must be in resalable condition in order to qualify for a return. Services that have already been delivered may not be returned. For software and games, you may only return opened items during the return period if: (i) you don't agree with the license agreement, or (ii) the media does not work, and (iii) only if you do not make or retain any copies. Opened software and games may only be exchanged for the same product. If we no longer have the same product, we will issue you a Microsoft Store credit. ALL SALES ARE FINAL for random access memory ("RAM") products and clearance items or those marked with a designation such as "Final Sale" or "Non-Returnable." For promotional items and bundles, all included products and/or services must be returned together. If a service included in the promotion and/or bundle has been used (for example a used promotional promo code), the full retail value of the service will be deducted from the refund amount. When a bundle is purchased and only part of the bundle is returned, the bundle discount is void, and the total bundle discount will be deducted from the refund. A restocking fee of ten percent (10%) may be deducted from the refund amount for hardware products. Microsoft is not responsible for any personal data included on returned or exchanged items. Please ensure that your personal data is removed from all items prior to return or exchange.

**Compliance with laws, privacy and security.**

Microsoft and Customer will each comply with all applicable laws and regulations (including applicable security breach notification law). However, Microsoft is not responsible for compliance with any laws or regulations applicable to Customer or Customer's industry that are not also generally applicable to information technology services providers. Customer consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement and any Supplemental Agreement.

Customer may choose to provide the personal information of third parties to Microsoft (including Customer's contacts, resellers, distributors, administrators, and employees) as part of this agreement. Customer will obtain all required consents from third parties under applicable privacy and data protection laws before providing personal information to Microsoft.

**Defense of third party claims.**

**By Microsoft.** Microsoft will defend Customer against any claim by an unaffiliated third party that a Device infringes its patent, copyright or trademark, or makes unlawful use of its trade secret. Microsoft will pay any resulting adverse final judgment or approved settlement. This does not apply to claims or awards based on (1) Customer Data; (2) non-Microsoft software; (3) modifications to a Device made by Customer or any specifications or material Customer provides; (4) Customer's combination of the Device with (or damages based on the value of) a non-Microsoft product, business process or data; (5) Customer's use of a Microsoft trademark without express, written consent, or Customer's use of a Device after being notified to stop due to a third-party claim; (6) Customer's use or distribution of a Device in violation of this agreement, or (7) Devices provided free of charge.

**Rights and remedies in case of possible infringement or misappropriation.** If Microsoft reasonably believes that a claim under this section may bar Customer's use of the Device, Microsoft will seek to obtain the right for Customer to keep using it or modify or replace it with a functional equivalent, in which case Customer must discontinue use of the prior version immediately. If these options are not commercially reasonable, Microsoft may terminate Customer's right to the Device and refund any amounts Customer has paid.

**Other terms.** Customer must (1) notify Microsoft of any claim subject to this section, (2) give Microsoft sole control over the defense or settlement, and (3) provide reasonable assistance in the defense of the claim. Out-of-pocket expenses incurred in providing assistance will be reimbursed. Microsoft must approve any settlement. The remedies provided in this section are the exclusive remedies for the claims described in this section.

**Miscellaneous.**

**Non-Microsoft software and technology.** Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Devices or otherwise in connection with this agreement. Customer will direct and control the installation and use of such software or technology through its actions (including the use of APIs and other technical means). Microsoft is not a party to and is not bound by any terms governing Customer's use of non-Microsoft software or technology. Microsoft will not run or make any copies of such software or technology outside of its relationship with Customer. Customer may not install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this agreement.

**Applicable law.** This Agreement shall be governed and construed in accordance with the laws of the State of Washington. The parties The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this agreement. Venue for any action related to this Agreement shall be exclusively within the Superior Court for King County, Washington.

**Payment terms for Microsoft invoices.** Payments to Microsoft must be made in the currency and according to the terms stated on Microsoft's invoice. The terms of any extension of credit under this agreement may be withdrawn by Microsoft upon notice. Microsoft may assess a finance charge on all past due amounts, payable on demand and equal to the lesser of an annual rate of 1% per month and the highest amount allowed by law, applied from the first day the amount is past due until paid in full. Microsoft has no obligation to continue to provide Professional Services if Customer fails to make timely payment. All terms are net 30 days unless otherwise agreed in writing.

**U.S. export.** Devices are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies. For additional information related to Microsoft compliance with export rules, see <http://www.microsoft.com/exporting>. Customer must notify Microsoft at [cmec@microsoft.com](mailto:cmec@microsoft.com) as to any regulatory or legal controls on the use, access or transfer of Customer's software or technology prior to such use, access or transfer to or by Microsoft. Customer will provide sufficient information to permit Microsoft to comply with applicable controls on Customer's software or technology.

**Taxes.** If any amounts are to be paid to Microsoft, the amounts owed are exclusive of any taxes. Customer shall pay any applicable value added, goods and services, sales, or like taxes that are owed with respect to any order submitted under this agreement and which are permitted to be collected from Customer by Microsoft under applicable law. Customer shall be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay including any taxes that arise on transactions between Customer and its Affiliates. Microsoft shall be responsible for all taxes based upon its net income or its property ownership.

If any taxes are required to be withheld on payments made by Customer to Microsoft, Customer may deduct such taxes from the amount owed Microsoft and pay them to the appropriate taxing authority; provided however, that Customer promptly secures and delivers an official receipt for those withholdings and other documents reasonably requested by Microsoft to claim a foreign tax credit or refund. Customer will make certain that any taxes withheld are minimized to the extent possible under applicable law. Customer remains obligated to pay Microsoft for the amount of tax withheld until Customer provides to Microsoft the official receipt and other documents reasonably requested.

**Use of contractors.** Microsoft may use contractors to perform Professional Services, but will be responsible for their performance, subject to the terms of this agreement.

**No third-party beneficiaries.** This agreement does not create any third-party beneficiary rights.

**Survival.** Provisions regarding ownership and license rights, fees, Use Rights, restrictions on use, warranties, limitations of liability, confidentiality, defense of claims by either party, compliance verification, obligations on termination, and the provisions in the section titled "Miscellaneous," will survive termination of the agreement.

**Severability.** If any provision of this agreement is held to be illegal, invalid, or unenforceable, the remaining provisions will remain in effect and the agreement will be deemed amended to give maximum effect to the eliminated provision.

**Waiver.** Failure to exercise any right or remedy will not constitute a waiver. Any waiver must be in writing and executed by the waiving party.



QUOTE

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

[Customer]

MICROSOFT CORPORATION

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

RETURN POLICY