



10-29-12

Joe Binswanger, Director
Sarasota County Schools
1960 Landings Blvd
Sarasota, FL 34231

Re: Donation of Microsoft Products

Dear Joe,

This letter sets forth our agreement between Sarasota County Schools and Microsoft Corporation for Microsoft's donation of the Microsoft product(s) ("Product(s)") listed below. Sarasota County desires to use the Product(s) to support the Texcellence Program, providing computers to students who cannot afford them. Donating the Product(s) is Microsoft's only obligation for the Program.

4000 users for Office 2010 = \$399,960, over the next 4 years.

Sarasota County Schools will not provide any express or implied warranties of any kind for the Products to any party. Sarasota County Schools will comply with all laws, statutes, ordinances, rules and regulations of any governmental or other entity having jurisdiction over the Program.

It is the intent of Microsoft that the donation be in compliance with all applicable laws, regulations and ethics rules regarding gifts and donations, as well as the ethics policies of any downstream recipients of the Product(s). Microsoft makes this donation without seeking promises or favoritism for Microsoft in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the donation. Microsoft makes the donation with the understanding that it will not as a result of such donation be prohibited from any procurement opportunities or be subject to any reporting requirements.

Sarasota County Schools may use the Microsoft name and logo(s) only to identify the Product(s) or to identify Microsoft as a donor of the Product(s). Sarasota County Schools may not change the packaging, Product(s), printed materials, Microsoft trademarks, trade names, or trade address as they appear in and on the Product(s). Sarasota County Schools is not granted any right, title, interest or license in or to any Microsoft trademarks.

Sarasota County Schools may not state or imply that Microsoft is responsible for conducting or administering the Program in any way. Sarasota County Schools agrees to obtain Microsoft's written approval before it makes any public statement related to Microsoft's contribution to the Program.



Sarasota County Schools will indemnify, pay the defense costs of, and hold Microsoft and its successors, officers, directors, employees and agents harmless from any and all actions, causes of action, demands, costs, liabilities, expenses and damages related to the Program. This obligation will not apply to claims resulting from Microsoft's failing or refusing to provide the Product(s).

You agree that by signing below, you have the legal and corporate authority to bind Sarasota County Schools to this Agreement. Please sign both enclosed originals of this letter, and return one executed original to my attention at the above address. Once I receive the executed letter, the Product(s) will be delivered to you.

Sincerely,

ACCEPTED AND AGREED BY:

Signature
Microsoft Employee

Signature
Authorized School District
Representative

Name (Printed)

Name (Printed)

Title (Printed)

Title (Printed)

Microsoft Corporation

Sarasota County Schools

Date

Date