

Surface Early Adopter Agreement

This Surface Early Adopter Agreement (the "Agreement") is made and entered into by and between Microsoft Corporation, a Washington corporation, with its principal place of business at One Microsoft Way, Redmond, WA 98052 ("Microsoft") and Sarasota a [TYPE OF CORPORATION] corporation, with its principal place of business at [CUSTOMER ADDRESS] ("Customer"), each a "Party" and together the "Parties". The date of Microsoft's signature below is the "Effective Date" of the Agreement.

Microsoft has disclosed to Customer certain Highly Confidential Information (as that term is defined in the NDA) concerning pre-release Microsoft Surface devices and related technologies (the "New Surface") under the Confidential Information Transmittal Record between Microsoft and Customer, and the underlying Non-Disclosure Agreement (collectively, the "NDA"). As of result of those disclosures, Customer desires to be an early adopter of the New Surface. The purpose of this Agreement is to describe the activities in which Customer agrees to participate (the "Reference Activities"), the use rights of the Parties with regard to any documentation resulting from these Reference Activities, and the one-time special pricing that will be provided to Customer as an early adopter.

The Parties agree as follows:

1. Reference Activities. Within one year from Customer's date of purchase of the New Surface devices as set forth in Section 3 herein, Customer agrees to participate in the Reference Activities selected below:
 - Launch Event – in-person participation in the launch event for the New Surface, the details of such event and participation being agreed to verbally between Microsoft and Customer (and not documented in this Agreement) to avoid disclosure
 - Written Case Study – a document/story describing Customer's experience with use of the New Surface
 - Video Case Study – a video version of the case study describing Customer's experience with use of the New Surface
 - Social Media – a social media post describing Customer's experience with use of the New Surface
 - Information Graphics – graphic visual representation describing Customer's experience with use of the New Surface
 - Press Release – a press release issued to press and media in order to make a newsworthy announcement relating to Customer's experience with use of the New Surface
 - Testimonial Advertisement – an advertisement describing Customer's experience with use of the New Surface
 - Reference Customer – speak at Microsoft events and/or with new potential Microsoft customers about Customer's experience with use of the New Surface

- Quote and/or Customer Logo Use – provide Microsoft with a quote and Customer logo, to be used amongst other customer quotes and company logos, in Microsoft materials and/or PowerPoint slides to indicate key sales wins with potential new customers

Unless otherwise agreed to in writing by the Parties, this Agreement will apply to all occurrences of the Reference Activities selected above. Customer's agreement to participate in the Reference Activities does not obligate Microsoft to create any of them or to offer the opportunity to Customer.

2. Documentation Development and Use. The following terms apply to all documentation created under this Agreement, including any case studies, testimonial advertisements and press releases.
 - a. Microsoft may interview, tape, videotape, and record Customer's employees and/or contractors to gather information for creating the documentation. Customer agrees to obtain sufficient permissions and releases from any of its employees and/or contractors whose quotes, names, or pictures appear in the documentation, in order to grant the rights described in this release.
 - b. Microsoft may display Customer's name, trade-marks, logos, and other identifying information in the documentation, as approved by Customer during review of the documentation.
 - c. Prior to the first public release of any form of documentation, Microsoft will obtain Customer's approval of the final content. Customer agrees to review the final content for factual accuracy and to prevent the inadvertent release of any of Customer's confidential information. Customer agrees to provide Microsoft with its approval or comments in writing.
 - d. Except for any of Customer's trade-marks, logos, and other identifying information contained in the documentation, Microsoft will own the documentation and all rights (including copyright) therein, and grants Customer a license to use and distribute the documentation for its own advertising and marketing efforts. Both Parties will have the right to publish, use, reference, and display the final, approved documentation, in whole or through unedited excerpts, in all forms of media now or hereafter known, and to sublicense the foregoing rights to third parties. Both Parties agree that the content of the documentation will not be altered without prior written consent from the other Party. Both Parties also agree to stop distributing, publicly referencing, and displaying the documentation at any time upon written request from the other Party.
3. Customer Order and Pricing. Prior to Microsoft's public product announcement of the New Surface, Customer commits to order, directly from Microsoft, the minimum quantities listed below of the New Surface in order to receive a 10% discount on each New Surface. The discount is only good on purchases made prior to Microsoft's public product announcement and not on any future orders. The order would be subject to the attached Microsoft Surface Terms and Conditions. Shipping and taxes will be calculated at time the order is placed.

New Surface Item	Quantity	Net Price (USD)
64GB Wi-Fi Edu Bndl	820	\$617/bundle

4. Taxes. It is Customer’s sole responsibility to report and pay all applicable taxes or duties that may be required under any appropriate laws related to the discounts it receives. Customer must consult its own tax advisor with any question or concern about the taxes that apply to it in relation to this Agreement. Microsoft and its affiliates will not be liable for any taxes, including income taxes, withholdings and good and services taxes (if applicable) or their equivalent, in connection with any payments made to Customer under this Agreement.

5. Applicable Law. The laws of the State of Washington govern this Agreement. If federal jurisdiction exists, the Parties consent to exclusive jurisdiction and venue in the federal courts in King County, Washington. If not, the Parties consent to exclusive jurisdiction and venue in the Superior Court of King County, Washington. If Customer’s principal place of business is outside of United States or Canada, this Agreement is governed by and construed in accordance with the laws of Ireland and Customer consents to the jurisdiction of and venue in the Irish courts in all disputes arising out of or relating to this Agreement.

6. Authority, Release and Confidentiality. Each Party warrants that it has the legal authority to enter into this Agreement, and that no rights granted in this Agreement violate the rights of any other person or entity. Each Party agrees to release the other Party and its contractors, agents, and employees, from any claims relating to use of the material that the releasing Party provides and which is included in the documentation, so long as such use is in accordance with the rights granted under this Agreement. The terms of this Agreement are strictly confidential, and subject to the NDA.

By signing below both Parties acknowledge their understanding and agreement to be bound by the aforementioned terms and conditions.

Customer: _____	Microsoft Corporation
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

These Commercial Order Terms and Conditions govern your purchase of each Microsoft Surface unit (i.e., either a package made up of one Surface device and a license to any Software shipped with that device, or a Surface accessory) ordered.

1. You agree to pay Microsoft the Commercial Order price for each Microsoft Surface unit that you order. Microsoft may decline or cancel any order at any time. Otherwise, Microsoft will deliver your order to you at your receiving dock at the U.S. Ship To address on the Commercial Order. You may not cancel any order once our order processing has begun. Any document you provide with additional terms (e.g., a purchase order) will not change or add to these Commercial Order Terms and Conditions. Payment terms are net 45 days from the date of Microsoft's invoice, using the payment method (e.g., ACH transfer) that Microsoft reasonably requires. For payments over 45 days late, you will pay interest from the due date at the lesser of 2% per month or the legal maximum.
2. By taking any of the following actions, you accept the license terms that apply to the Software (EULA): (a) you sign and click 'Submit' on the Commercial Order page (if the EULA is attached or available online), (b) you (or someone you authorize) break the seal on packaging of a Microsoft Surface unit that refers to the EULA, or (c) you use the Microsoft Surface unit or install, copy or otherwise use the Software. (If more than one software product is included in the Software 'e.g., operating system software and a productivity software suite' then each product may have its own EULA.) YOU ARE NOT AUTHORIZED TO INSTALL OR USE THE SOFTWARE UNLESS YOU FIRST AGREE TO ITS EULA. IF YOU DO NOT WANT TO AGREE TO A EULA, RETURN THE MICROSOFT SURFACE UNIT UNUSED TO MICROSOFT FOR A FULL REFUND BEFORE YOU DO ANY OF THE THINGS LISTED IN (b)-(c) ABOVE. Each EULA is not part of these Commercial Order Terms and Conditions, but each will control for purposes of its Software to the extent of any conflict with these Commercial Order Terms and Conditions.
3. Microsoft will provide a Limited Warranty for the Surface device or accessory included in each Microsoft Surface unit, only as stated in a separate document that Microsoft provides (the Limited Warranty). You agree to the Limited Warranty by doing any of the following (despite anything that the Limited Warranty says to the contrary): (a) you sign and click 'Submit' as indicated on the Commercial Order page (if the Limited Warranty is attached or available online), (b) you (or someone you authorize) break the seal on packaging of the Microsoft Surface unit that refers to the Limited Warranty, or (c) you use the Microsoft Surface unit purchased under these Order Terms. You agree that Microsoft may make the Limited Warranty available online, with the Microsoft Surface unit, or otherwise. DO NOT USE THE MICROSOFT SURFACE UNIT UNLESS YOU FIRST AGREE TO THE LIMITED WARRANTY. IF YOU DO NOT ACCEPT THE LIMITED WARRANTY, DO NOT USE THE MICROSOFT SURFACE UNIT. INSTEAD, RETURN IT UNUSED TO MICROSOFT. See www.microsoft.com/surface/warranty for more information. References to 'retailers' in the Limited Warranty do not apply to Microsoft Surface units you purchase under these Commercial Order Terms and Conditions. This Section 3 is superseded (to the extent of any conflicts) by any other support agreement you have with Microsoft that applies to Microsoft Surface units you purchase. Except as stated above in this Section 3 and except for Section 8 (arbitration), the Limited Warranty will control to the extent of any conflict with these Commercial Order Terms and Conditions.

4. You may operate under these Commercial Order Terms and Conditions through any of your affiliates that control, are controlled by, or are under common control with you. "Control" in this context means direct or indirect majority ownership or other power to direct affairs. You will give Microsoft the names of such affiliates if Microsoft asks for them. You are responsible for your affiliates' acts and omissions concerning these Commercial Order Terms and Conditions as if they were your acts and omissions.
5. Prices on the Commercial Order exclude any sales or use taxes, duties, and other governmental charges (including any value added taxes) imposed on the sale of Microsoft Surface units and/or license of Software. You will pay Microsoft the shipping charges on the Commercial Order, and any such taxes, duties, and other governmental charges that you owe solely as a result of entering into these Commercial Order Terms and that Microsoft legally may collect from you. You may provide to Microsoft a valid exemption certificate, and then Microsoft will not collect the taxes covered by such certificate.
6. Damages Limitations: Your exclusive remedy for any breach of these Commercial Order Terms and Conditions, and for any other cause of action of any nature relating to these Commercial Order Terms and Conditions, is your actual damages incurred in reasonable reliance up to the amount you paid for the Microsoft Surface unit. Microsoft and its affiliates are not liable for any consequential, incidental, indirect, special, or punitive damages relating to these Commercial Order Terms and Conditions, even if any of them knew such losses or damages were possible. The most that Microsoft and its affiliates can be liable for relating to these Commercial Order Terms and Conditions for all claims, collectively, is the amount you actually paid for the Microsoft Surface unit (or other item or service) causing your damages. This Section 6 applies even if any remedy fails of its essential purpose. But, this Section 6 does not limit or change the Limited Warranty or any EULA. Some States or Provinces do not allow limitations on liability as stated above, so some or all of this limitation may not apply to you.
7. The laws of the State where You live govern the interpretation of this warranty, any claim that Microsoft has breached it, and all other claims (including consumer protection, unfair competition, implied warranty, and tort claims), regardless of conflict of law principles.
8. Binding Arbitration and Class Action Waiver for U.S. Customers
 - a. Application. This section applies to any dispute EXCEPT IT DOES NOT INCLUDE A DISPUTE RELATING TO THE ENFORCEMENT OR VALIDITY OF YOUR, MICROSOFT'S, OR EITHER OF OUR LICENSORS' INTELLECTUAL PROPERTY RIGHTS. Dispute means any dispute, action, or other controversy between you and Microsoft concerning these Commercial Order Terms and Conditions; the Microsoft Surface, accessory, or other items or services ordered through the Commercial Order (including their price); the order or its fulfillment; the Limited Warranty; or our relationship; whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. "Dispute" will be given the broadest possible meaning allowable under law.
 - b. Notice of Dispute. In the event of a dispute, you or Microsoft must give the other a Notice of Dispute, which is a written statement that sets forth the name, address and contact information of the party giving it, the facts giving

rise to the dispute, and the relief requested. You must send any Notice of Dispute by U.S. Mail to Microsoft Corporation, ATTN: LCA ARBITRATION, One Microsoft Way, Redmond, WA 98052-6399. A form is available at <http://go.microsoft.com/fwlink/?linkid=245499>. Microsoft will send any Notice of Dispute to you by U.S. Mail to your address if we have it, or otherwise to your e-mail address. You and Microsoft will attempt to resolve any dispute through informal negotiation within 60 days from the date the Notice of Dispute is sent. After 60 days, you or Microsoft may commence arbitration.

- c. Small Claims Court. You may also litigate any dispute in small claims court in your county or King County, Washington, if the dispute meets all requirements to be heard in the small claims court. You may litigate in small claims court whether or not you negotiated informally first.
- d. Binding Arbitration. If you and Microsoft do not resolve any dispute by informal negotiation or in small claims court, any other effort to resolve the dispute will be conducted exclusively by binding arbitration governed by the Federal Arbitration Act ("FAA"). You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the FAA. Any court with jurisdiction over the parties may enforce the arbitrator's award.
- e. Class Action Waiver. Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor Microsoft will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.
- f. Arbitration Procedure. Any arbitration will be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules. If the value of the dispute is \$75,000 or less, its Supplementary Procedures for Consumer-Related Disputes will also apply even though you are not an individual and do not use the Microsoft Surface or accessory for personal or household use. For more information, see www.adr.org or call 1-800-778-7879. To commence arbitration, submit the form available at <http://go.microsoft.com/fwlink/?linkid=245497> to the AAA. You agree to commence arbitration only in your county or in King County, Washington. Microsoft agrees to commence arbitration only in your county. You may request a telephonic or in-person hearing by following the AAA rules. In a dispute involving \$10,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually, and only to the extent required to satisfy your individual claim.

g. Arbitration Fees and Incentives.

- Disputes Involving \$75,000 or Less. Microsoft will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses. If you reject Microsoft's last written settlement offer made before the arbitrator was appointed ("Microsoft's last written offer"), your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than Microsoft's last written offer, Microsoft will give you two incentives: (i) pay the greater of the award or \$5,000; and (ii) reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration. The arbitrator will determine the amount of fees, costs, and expenses unless you and Microsoft agree on them.
- Disputes Involving More Than \$75,000. The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.
- Disputes Involving Any Amount. In any arbitration you commence, Microsoft will seek its AAA or arbitrator's fees and expenses, or your filing fees if reimbursed, only if the arbitrator finds the arbitration frivolous or brought for an improper purpose. In any arbitration Microsoft commences, Microsoft will pay all filing, AAA, and arbitrator's fees and expenses. Fees and expenses are not counted in determining how much a dispute involves.

h. Conflict with AAA Rules. These Commercial Order Terms and Conditions govern to the extent they conflict with AAA's Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes. Claims or Disputes Must Be Filed Within One Year. To the extent permitted by law, any claim or dispute must be filed within one year in small claims court (Section 8(c)), an arbitration proceeding (Section 8(d)), or in court, if Section 8 permits the dispute to be filed in court instead of arbitration. The one-year period begins when the claim or Notice of Dispute first could be filed. If a claim or dispute is not filed within one year, it is permanently barred.

i. Severability. If the class action waiver in Section 8(e) is found to be illegal or unenforceable as to all or some parts of a dispute, then it will not apply to those parts. Instead, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration. If any other provision of Section 8 is found to be illegal or unenforceable, that provision will be severed with the remainder of this Section 8 remaining in full force and effect.

9. These Commercial Order Terms and Conditions are your entire agreement with Microsoft concerning Microsoft Surface units and other items or services that you order through the Commercial Order. They supersede any prior or contemporaneous communications between us on that subject. But they do not supersede the Limited Warranty or any EULA.

Surface EAP - Commercial Ordering Instructions

1. Once you have accepted EAP quote from Microsoft, submit your Purchase Order in PDF format to the Commercial Order Desk at scodesk@microsoft.com
2. What we need from you:

Please Include the Following on Your Purchase Order	
Company Information	
Company Name	<i>Legal name of institution with the purchasing agreement with Microsoft.</i>
Company Address	<i>Physical address of institution (no PO boxes accepted) including country.</i>
Order Contact Name	<i>Name of the person who placed the order.</i>
Order Contact Phone	<i>Phone number of the person who placed the order.</i>
Order Contact Email	<i>Email of the person who placed the order.</i>
Order Company Tax ID or D&B #	<i>ID that establishes the institution as a legal financial entity.</i>
Accounts Payable/Billing Information	
AP Company Name	<i>Name of the company where the invoice is sent.</i>
AP Company Address	<i>Address of the company (no PO boxes accepted) responsible for remitting payment.</i>
AP Contact Name	<i>Name of the person responsible for remitting payment.</i>
AP Contact Phone	<i>Phone number of the person responsible for remitting payment.</i>
AP Contact Email	<i>Email of the person responsible for remitting the payment</i>
Shipment & Delivery Details Needed	
Shipment Delivery Company Name	<i>Name of the company receiving the order.</i>
Shipment Delivery Address	<i>Address where the order is to be sent.</i>
Shipment Delivery Contact Name	<i>Name of the person responsible for receiving the order.</i>
Shipment Delivery Contact Phone	<i>Phone number of the person responsible for receiving the order</i>
Shipment Delivery Contact Email	<i>Email of the person responsible for receiving the order.</i>
Order Line Item Details Needed	
Microsoft SKU/Part Number	<i>Ex: 94X-00003</i>
Product Description	<i>Ex: Surface Pro 3 128GBI5</i>
Quantity	<i>Ex: 15</i>
Unit Price	<i>Ex: \$999.00</i>

3. The Microsoft Commercial Order Desk will review your request, process the order, and will send you periodic updates in email regarding your Surface order.
4. For changes to or the status of your order, please contact the Surface Commercial Order Desk at scodesk@microsoft.com (please include Order # and PO # for reference)
5. The total sales tax and any additional surcharges such as shipping and recycling fees will be reflected on your final invoice.