



**Texas Department of Motor Vehicles**  
**Business Unit # 60800**  
**Purchase Order # 0000004406**  
**Purchase Order Change Notice (# 1)**

Payment Terms: **NET30** Freight Terms: **FOB Destination** Ship Via: **US Mail** PCC: **I** Date: **09/27/17** PO Method: **DG** Dispatch: **Dispatch Via Print** Rev Dt: **09/27/17**

**PLEASE NOTE: ADDITIONAL TERMS AND CONDITIONS MAY BE LISTED AT THE END OF THE PURCHASE ORDER.**

**Vendor:** MICROSOFT CORPORATION  
PO BOX 840304  
DALLAS TX 75284-0304  
United States

**Ship To:** 1P00 - TxDMV Warehouse  
4000 Jackson Avenue  
Austin TX 78731  
United States

**Vendor ID:** 1911144442 8

**Bill To:** 4000 Jackson Avenue  
Austin TX 78731  
United States

**Purchaser:** Ron Dale Hunter  
**Phone:** 512/465-5808  
**Fax:** 512/465-5641  
**Email:** Ron.Hunter@TxDMV.gov

**Fax:**  
**Email:** DMV\_FIN-INVOICES@TxDMV.gov

**PO Information:**

Quantity(ies):  
Quantities are estimated: TxDMV does not guarantee to purchase any minimum or maximum quantity. TxDMV reserves the right to increase or decrease the quantity(ies) of the purchase order at the same original terms and conditions. The vendor will be notified in writing by purchase order change notice of any requirements for any increased or decreased quantity(ies).

Change Orders:  
Change orders will be allowed only if unforeseen conditions arise such as, but not limited to, increasing or decreasing quantities or if the department needs dictate changes. All changes shall be in the scope of original work. No verbal change orders shall be permitted. All change orders must be in writing with a Purchase Order Change Notice (POCN) issued by TxDMV Purchasing Section.

Payment:  
Payment will be made in accordance with the Texas Prompt Payment Act, TGC, Subtitle F, Chapter 2251. Vendor shall submit one copy of a correct itemized invoice showing the purchase order number, payee ID., remit to address, and phone number on invoice. Vendors may submit an electronic invoice. All electronic invoices shall be sent to DMV\_FIN-INVOICES@txdmv.gov (note: There is an underscore "\_" between DMV and FIN). All invoices received at the email address will be filed for future reference and you will receive a receipt confirmation email. To avoid the confusion of duplicate invoices, please do not send other copies of this invoice via regular mail, fax or other means. On emails for electronic invoices, include the company name (as it appears on the invoice) and the purchase order number in the subject line to assist in identifying and processing your invoices in a timely manner. TxDMV will not incur any penalty for late payment if payment is made in 30 days or less from receipt of goods or services and a correct invoice, whichever is later.

Note: Warrants will not be issued to a vendor without a current Texas Identification Number.

"This procurement is governed by the terms and conditions in Department of Information Resources (DIR) Contract Number DIR-TSO-3375".

Reference Microsoft Quote Number: USQ-011-738, Customer Account Number: USA-0000011715, provided by Paul Rodriguez, Microsoft Business Sales Specialist on September 25, 2017.

TxDMV Contact: Jeffery Templeton  
(512) 465-1309  
Jeff.templeton@TxDMV.gov

Microsoft Contact: Paul Rodriguez  
737-600-3305  
parodri@microsoft.com

**Authorized Signature**

**09/27/2017**



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POCN # 1 Ron Hunter  
9/27/17  
Update pricing on the extended totals of the Purchase Order. No other changes.

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
1- 1	Microsoft Surface Pro i5 8GB 256GB SKU: FJX-00001	204/54	5.0000	EA	\$1,162.60000	\$5,813.00	10/06/2017
						Schedule Total	\$5,813.00
				ReqID:	0000005182		
						Item Total for Line # 1	\$5,813.00
2- 1	Microsoft Commercial Complete for Business 3yr ADH Warranty SKU: A9W-00005 Term: 10/10/2017 through 10/09/2020	920/47	5.0000	EA	\$209.16000	\$1,045.80	10/06/2017
						Schedule Total	\$1,045.80
Contract ID: 0000004406				ReqID:	0000005182		
						Item Total for Line # 2	\$1,045.80
3- 1	Microsoft Surface Dock c SC EN/XD/XX Hdwr SKU: PD9-00003	204/54	5.0000	EA	\$159.99200	\$799.96	10/06/2017
						Schedule Total	\$799.96
				ReqID:	0000005182		
						Item Total for Line # 3	\$799.96

Authorized Signature

09/27/2017



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Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
4- 1	UAG Surface Pro4 Case Black SFPRO4-BLK-VP SKU: QF6-00093	207/34	5.0000	EA	\$67.19200	\$335.96	10/06/2017
						Schedule Total	\$335.96
						ReqID: 0000005182	
						Item Total for Line # 4	\$335.96
5- 1	Microsoft Surface Pro Type Cover - Black SKU: FMM-00001	207/60	5.0000	EA	\$103.99200	\$519.96	10/06/2017
						Schedule Total	\$519.96
						ReqID: 0000005182	
						Item Total for Line # 5	\$519.96
6- 1	Microsoft Tracking SKU - Surface DR SKU: QL6-00007	204/54	1.0000	EA	\$0.00000	\$0.00	10/06/2017
						Schedule Total	\$0.00
						ReqID: 0000005182	
						Item Total for Line # 6	\$0.00

Authorized Signature

09/27/2017



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Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
7- 1	Microsoft Tracking SKU - Texas DIR Dept of Info Resources SKU: QL6-00005	204/54	1.0000	EA	\$0.00000	\$0.00	10/06/2017
						<b>Schedule Total</b>	<input type="text" value="\$0.00"/>
				<u>ReqID:</u> 0000005182			
						<b>Item Total for Line # 7</b>	<input type="text" value="\$0.00"/>

**Total PO Amount**

All Shipments, Shipping papers, invoices and correspondence must be identified with our Purchase Order Number. Over shipments will not be accepted unless authorized by Purchaser prior to Shipment.

Texas Department of Motor Vehicles Standard Terms and Conditions can be found at: <http://www.txdmv.gov/contractors-vendors>

**Authorized Signature**

**09/27/2017**



5 Surface Pro | TxDMV | parodri

USQ-0011-738

**Microsoft Store**

The Domain 3309 Esperanza Crossing, Suite 104  
 US Austin, TX 78758

EFFECTIVE FROM : 9/25/2017  
 EFFECTIVE TO : 10/25/2017

<b>Company Name:</b>	Texas Department of Motor Vehicles	<b>Bill To:</b> 4000 Jackson Avenue  Austin, TX 78731 USA
<b>Account Number:</b>	USA-0000011715	
<b>Contact Email:</b>	Douglas.Leach@txdmv.gov	
<b>Phone:</b>	5124654180	

<b>Comments:</b>	TEXAS DIR TSO-3373
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QTY	DESCRIPTION	SKU	MSRP	DISCOUNT	UNIT PRICE	LINE TAX	LINE TOTAL
5	Microsoft Surface Pro i5 8GB 256GB	FJX-00001	\$1,299.00	\$682.00	\$1,162.6000	\$0.00	\$5,813.00
5	Microsoft Commercial Complete for Business 3yr ADH Warranty	A9W-00005	\$249.00	\$199.20	\$209.1600	\$0.00	\$1,045.80
5	Microsoft Surface Dock c SC EN/XD/XX Hdwr	PD9-00003	\$199.99	\$199.99	\$159.9920	\$0.00	\$799.96
5	UAG Surface Pro4 Case Black SFPRO4-BLK-VP	QF6-00093	\$79.99	\$63.99	\$67.1920	\$0.00	\$335.96
5	Microsoft Surface Pro Type Cover - Black	FMM-00001	\$129.99	\$129.99	\$103.9920	\$0.00	\$519.96
1	Microsoft Tracking SKU - Surface DR	QL6-00007	\$0.00	\$0.00	\$0.0000	\$0.00	\$0.00
1	Microsoft Tracking SKU - Texas DIR Dept of Info Resources	QL6-00005	\$0.00	\$0.00	\$0.0000	\$0.00	\$0.00

<b>In-Store Services</b>
Personalized 1 on 1 Training (1hr.) Group Training Answer Desk Free Virus Removal Out Of The Box Setup Experience Microsoft Signature Image

<b>TOTAL DISCOUNT</b>	\$1,275.17
<b>SHIPPING COST</b>	\$0.00
<b>Fee/Charges</b>	\$0.00
<b>SUBTOTAL</b>	\$8,514.68
<b>TOTAL TAX</b>	\$0.00
<b>TOTAL</b>	\$8,514.68

<b>OnSite Services</b>
Group Training

<b>Authorized Buyer:</b>	Ron Hunter
<b>Authorized to Pick:</b>	Ron Hunter

<b>Quote Status:</b>	Active
<b>CreatedBy:</b>	Paul Rodriguez

1. This Quote is not a binding offer and is subject to change without notice until such time as a purchase has been completed. Product prices and availability are subject to change at any time and without notice. If the Quote includes promotional pricing, the Quote expires when the promotion ends. Microsoft may place a limit, at any time and for any reason, on quantities that may be purchased per order, per account, per credit card, per person, or per household. Microsoft may also refuse, reject, or cancel any order at any time and for any reason. Microsoft also reserves the right, in its sole discretion, to restrict or prohibit sales to dealers or resellers. This Quote does not apply to and cannot be combined with any other offers or promotions.
2. This Quote only applies to purchases through Microsoft retail locations and does not apply to purchases at the Microsoft online store.
3. This Quote does not include shipping charges. Any shipping charges will be calculated and applied at the time of purchase.

**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 product, device or hardware (the "Device(s)") purchase identified herein ("Agreement"). This Agreement is separate and independent from any other agreement between Microsoft and Customer that involves or may involve the purchase of any software or other products from Microsoft, including but not limited to any Volume Licensing or other agreement. To the extent such other agreement may apply to Devices or other products covered by this Agreement, and unless otherwise mutually agreed to in writing, its terms supersede any inconsistent or conflicting terms in this Agreement or any resulting agreement between the parties. The Customer's purchase order terms and conditions will not apply to this purchase.

If Customer is a federal, state or local government entity (including education), Customer and Microsoft may have entered into separate and independent terms and conditions via requests for proposal, purchasing programs, procurement covered cooperatives, or otherwise (e.g. NASPO, Texas DIR, CPV). To the extent such other agreement may apply to the Devices or other products covered by, and purchased under, this Agreement, such terms supersede any inconsistent or conflicting terms in this Agreement or any other resulting agreement between the parties.

1. Acceptance. Each Customer purchase order is subject to Microsoft's acceptance and the availability of Devices. Microsoft may decline or cancel any order at any time prior to shipping to the Customer. Customer may not cancel any order once Microsoft has begun processing the order.

Microsoft may, in its sole discretion, impose a minimum order requirement to which Customer must agree prior to Microsoft accepting its purchase order.

2. Affiliates and Resale. Customer may make Devices purchased under this Agreement available for use by their Affiliates within a country in which Microsoft makes the same Devices available. Absent Microsoft's written consent, customer may not, in any circumstance, make Devices purchased under this Agreement available for use by any unrelated third party. In no circumstances is Customer allowed to resell, lease or transfer for any value any Device purchased under this Agreement.

3. Delivery. Unless otherwise agreed in writing by the parties, Microsoft will deliver Devices purchased under this Agreement to the location Customer designates on any applicable order form (DDP, Incoterms 2010). Unless otherwise agreed, Microsoft will use ground shipping to ship Devices to Customer.

4. Limitation of Liability. The total liability of each party for all claims related to each purchased Device and this Agreement is limited to direct damages up to the amount Customer paid for the purchased Device(s) or the total amount paid under this Agreement, whichever is less. Customer may not recover any other damages, including consequential, incidental, indirect, special or punitive damages, or lost profits. These limitations apply to all damages related in any way to this Agreement, including anything related to any applicable manufacturer's warranty and claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other torts to the extent permitted by applicable law. It also applies even if Microsoft knew or should have known about the possibility of the damages. Some States or Provinces do not allow limitations on liability as stated above, so some or all of this limitation may not apply to Customer.

5. Software Licenses. Software included with, or preloaded on, the Devices ("Included Software") purchased under this Agreement may be subject to separate license terms included with that software ("EULA"). Customer accepts the EULA (1) by you sign and/or click "Submit" on any Microsoft order form page (if the EULA is attached or available online), (2) by breaking the seal on packaging of a Device that refers to the EULA, (3) by using the Device or (4) by installing, copying or otherwise using the Included Software. If more than one software product is included in the Included Software, e.g., operating system software and a productivity software suite, then each product may have its own EULA. Customer is not authorized to install or use the Included Software unless Customer first agrees to the Included Software's EULA or has a separate license agreement with Microsoft governing use of such Included Software. If Customer does not want to agree to a EULA, Customer may return the Device unused to Microsoft for a full refund. Each EULA is not part of this Addendum, but to the extent of any conflict with this Addendum, the EULA will control solely for the Included Software to which it applies.

6. Services. Microsoft may be asked to provide training, support or depot (customized device), or other services incidental to the Devices purchased under this Agreement (the "Services"). The following terms shall apply to the delivery of all such Services:

7. Use of technical information from Services. Microsoft may use any technical information Microsoft derives from providing 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.

8. Microsoft as independent contractor. Microsoft provides 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.

9. 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 Services will be performed in a professional and workmanlike manner, consistent with industry standards. 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 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.

10. Payment Terms for Microsoft's Invoice; Credit Review.

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 or 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 Services if Customer fails to make timely payment. All payment terms are net 30 days from date of invoice.

By accepting these terms, Customer also agrees that Microsoft may obtain a current credit report related to the business entity identified in this application and conduct a review of the credit report. Upon request, Microsoft will tell Customer the name and address of each credit reporting agency from which Microsoft obtained a current credit report. Microsoft may also request audited financial statements to verify financial condition. Microsoft may periodically review the credit performance of the Customer. Deterioration in payment history, financial strength, new reports of judgments/liens or bankruptcy could result in adjustments to the credit terms granted to the Customer.

11. 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) items must be in resaleable 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. Notwithstanding the foregoing, nothing in this section will be construed to as a waiver of your statutory rights under the law regarding returns, exchanges or withdrawal rights.

12. 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.

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.

13. Defense of third party claims.

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.

If Microsoft reasonably believes that a third party 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.

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.

14. Additional Terms.

(a) 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.

(b) 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.

(c) 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.

(d) Taxes.

(i) 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.

(ii) For qualified Customers, prices may exclude any sales or use taxes, duties, and other governmental charges (including any value added taxes). Customer will provide Microsoft a valid exemption certificate, and then Microsoft will not collect the taxes covered by such certificate.

(iii) 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.

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

(f) No third-party beneficiaries. This agreement does not create any third-party beneficiary rights.

(g) 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.

(h) 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.

(i) 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature noted below.

[Customer]

[MICROSOFT CORPORATION]

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

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

RETURN POLICY