[Date]

[Agency Name] (“**Agency**”)

[Address]

Re: Microsoft O365 End-User-Training Program

Dear [Agency Authorized Representative],

Microsoft is pleased to offer Agency a complimentary subscription (the “**Subscription**”) to the Brainstorm® QuickHelp app as part of the Microsoft O365 End-User Training Program. The purpose of the Subscription is to help enable Agency to make better use of its existing Microsoft Office 365 licenses (the “**Purpose**”). BrainStorm’s QuickHelp app will be available for use by all Office 365 users under Agency’s TPID: [TPID #] for a subscription period of 90 days. This 90 day subscription period begins on the date Microsoft receives a signed copy of this letter agreement (the “**Agreement**”) from Agency. Microsoft must receive a signed copy of this Agreement on or before 12/15/17 in order for Agency to receive the Subscription.

The estimated retail value of the Subscription is $14,500.00.

The Subscription is provided for the sole use and benefit of Agency for the above described Purpose only, and is not provided for use by or for the personal benefit of any specific employee.  The QuickHelp app is owned by Brainstorm Inc. and Agency’s use of the QuickHelp app is subject to Brainstorm’s separate terms and conditions. BrainStorm’s EULA will be presented at the time of the product install.

It is Microsoft’s intent that its provision of the Subscription is compliant with all applicable laws, regulations, and gift and ethics policies of Agency. Microsoft provides the Subscription without seeking promises or favoritism for Microsoft in any bidding arrangements. No exclusivity in contractual or other commitments will be expected by either party in consideration of Microsoft’s provision of the Subscription.  Microsoft’s provision of the Subscription is made with the understanding that it will not as a result of providing the Subscription be prohibited from any procurement opportunities with the Agency or be subject to any reporting requirements. This Agreement does not imply or commit Agency or Microsoft to any follow-on acquisition action or Agency acceptance, affirmation, or endorsement of Office 365 or Brainstorm’s QuickHelp app.

Agency may not distribute or transfer the Subscription to any third party without Microsoft’s express written consent. This Agreement constitutes the entire agreement between Microsoft and Agency with respect to the subject matter hereof. This Agreement shall be governed by the laws of the United States, without giving effect to its conflict of law provisions. Disputes relating to this Agreement will be subject to applicable mandatory dispute resolution statutes and regulations of the United States.

Microsoft’s provision of the Subscription is subject to approval by your Agency. Please have your Agency ethics officer (or designated executive, office responsible for your Agency’s ethics policy, or responsible attorney) review and approve this Agreement and the Subscription.

By signing below, you agree that you have the authority to bind Agency and hereby approve this Agreement. Please sign both enclosed originals of this letter, and return one executed original to my attention at the above address and please send a copy of the signed letter in one of the following ways to:

1.       Fax a copy of signed document to MSUS Compliance (425) 708-0880 or

2.       Scan and email copy of signed document to MSUS Compliance email address [compsup@microsoft.com](mailto:compsup@microsoft.com).

Sincerely, ACCEPTED AND AGREED BY:

Signature Signature

[Microsoft Employee] [Agency Authorized Representative]

Name (Printed) Name (Printed)

Title Title

Microsoft Corporation [Agency Name]

Date Date