

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
BELLEVUE COMMUNITY COLLEGE**

THIS INTERAGENCY AGREEMENT (the "Agreement") is made by and between Washington State University, through its Department of Information Technology Services (hereafter referred to as "WSU-ITS"), and Bellevue Community College, located in Bellevue, Washington (hereafter referred to as "BCC"). Both WSU and BCC are institutions of higher education and agencies of the state of Washington.

IT IS THE PURPOSE OF THIS AGREEMENT to memorialize the terms and conditions under which WSU-ITS will sponsor a consortium of higher education participants, including BCC, under the Microsoft Master Services Agreement effective February 22, 2005 (hereafter referred to as the "MSA").

NOW, THEREFORE, the parties agree as follows:

I. STATEMENT OF WORK

Each party shall do all things necessary for and incidental to the performance of the duties set forth below.

A. Duties of WSU-ITS:

1. To act as the consortium "sponsor" under the MSA, allowing the higher education participants in the consortium to share the minimum hours required by Microsoft to participate and to pay only their pro rata share of the costs associated therewith.
2. To pay to Microsoft WSU-ITS's pro rata share for the hours it uses under the MSA.

B. Duties of BCC:

1. To pay to Microsoft BCC's pro rata share for the hours it uses under the MSA.
2. To indemnify and hold WSU harmless for all costs, expenses and liability that WSU may incur in acting as the sponsor of the MSA consortium on behalf of BCC or as a result of BCC's failure to comply with the terms and conditions of the MSA.

II. PERIOD OF PERFORMANCE

This Agreement shall commence upon the date of the last signature hereto and shall continue until terminated by either party pursuant to Section VIII or Section IX herein. This Agreement shall automatically terminate upon any termination of the MSA, or upon BCC's termination of participation in the MSA consortium.

III. CONSIDERATION

The consideration to the parties under this Agreement shall be the promises of the parties set forth in Section I above.

IV. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six year after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

V. RIGHTS IN DATA

Unless otherwise provided, any data that originates from this Agreement shall owned by the originator. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

VI. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

VII. MODIFICATION

This Agreement may be modified or amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

VIII. TERMINATION

Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Under this section or the following section, if the parties choose to partially or completely terminate this Agreement, the parties shall either mutually agree how any property involved shall be disposed of. If they are unable to do so, they shall submit the dispute to the Dispute Panel provided for in Section XI.

IX. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other. See Section IX for the provisions for disposition of property upon the partial or complete termination of this Agreement.

X. DISPUTES

In the event that a dispute arises under this Agreement that the parties can't resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: Each party to this Agreement shall appoint one member to the Dispute Panel. The members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto. There shall be no charge to the parties for these services of the Dispute Panel.

XI. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order.

- A. applicable state and federal statutes and rules;
- B. statement of work; and
- C. any other provisions of the Agreement, including materials incorporated by reference.

XII. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising under this Agreement is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XIII. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XIV. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

XV. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

XVI. CONTRACT ADMINISTRATION

A designated contract administrator for each of the parties shall administer this Agreement and be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Administrator for WSU is:

Name: Dawn Barnard, Director of Finance

College or Department: Information Technology Services

Address: 2143 Info Tech Bldg / P.O. Box 641222, Pullman, WA 99164-1222

Telephone: (509) 335-8643

Fax Number: (509) 335-0540

The Contract Administrator for BCC is:

Name: Laura Saunders, VP of Administrative Services

College or Department: Bellevue Community College

Address: 3000 Landerholm Circle SE, Bellevue, WA 98007

Telephone: (425) 564-2451

XVII. SIGNATURES

The parties affirm they have designated the persons below to have signature authority for the parties. By their signatures on this Agreement, the parties agree to all of its terms and conditions.

WASHINGTON STATE UNIVERSITY
("WSU")

BELLEVUE COMMUNITY COLLEGE
("BCC")

Recommended by:

Recommended by:

By: *Dawn M Barnard*

By: *Laura Saunders*

Name: Dawn M Barnard

Name: Laura Saunders

Title: Finance Director, Information Technology

Title: V.P. of Admin Svcs

Date: 3/14/07

Date: 3-5-07

Approved by:

Approved by:

By: *Richard A. Heath*

By: *Laura Saunders*

Name: Richard A. Heath
Sr. Associate Vice President
Washington State University

Name: Laura Saunders

Title: _____

Title: V.P. of Admin Svcs

Date: 3/15/07

Date: 3-5-07

Microsoft Master Services Agreement – State and Local

Microsoft Master Services Agreement Number
Microsoft affiliate to complete

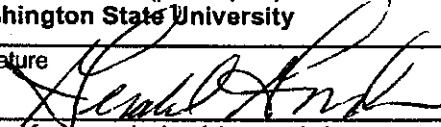
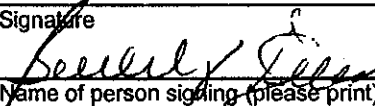
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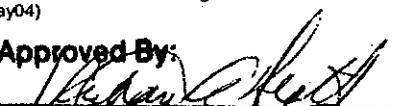
This Microsoft Master Services Agreement is entered into between the following entities as of the effective date identified below (the "master agreement"). This master agreement is comprised of this cover page and the attached terms and conditions; the terms of which are incorporated herein by this reference. Each party will notify the other in writing if any of the information in the following table changes.

Customer			
Name of Customer	Washington State University	Contact Name (This person receives notices under this master agreement pursuant to section 12 (Notices) Gerak L. Gordon	
Street Address	French AD 432	Contact Email Address	Gordon@wsu.edu
City	Pullman	State/Province	WA
		Phone	509-335-7303
Country	USA	Postal Code	99164-1047
		Fax	
Microsoft			
Notices to Microsoft should be sent to (Microsoft affiliate to complete):		Copies should be sent to:	
David T. Gallagher Contracts Manager Microsoft Corporation 4450 Wisconsin Ave. NW Suite 600 Washington, DC 20015		Microsoft Law and Corporate Affairs One Microsoft Way Redmond, WA 98052 Services Attorney (425) 936-7329 fax	

This master agreement contains terms of the relationship between you and us. If you contract for services from us under this master agreement, the specific terms of those transactions will be contained in this master agreement and any work orders, services descriptions, or other statement of services incorporating this master agreement by reference (each a "statement of services").

By signing below, each party acknowledges that it has read and understood the terms of this master agreement and agrees to be bound by these terms.

Customer	Microsoft Affiliate
Name of Customer (please print) Washington State University	Name Microsoft Corporation
Signature 	Signature 
Name of person signing (please print) GERALD GORDON	Name of person signing (please print) Beverly J. ...
Title of person signing (please print) I. S. COORDINATOR	Title of person signing (please print) Beverly J. ...
Signature date 2/9/05	Effective date (date Microsoft countersigns) FEB 22 2005

Approved By:
By:  2/10/05
Date
Richard A. Heath
Associate Vice President
Washington State University

In this master agreement, a "party" or "parties" means you and/or us as the context requires. "You" means the entity that has entered into this master agreement and may also refer, as the context requires, to your affiliates who enter into a statement of services under this master agreement. "We," "us," or "our" means, the Microsoft entity that has entered into this master agreement and may also refer, as the context requires, to our affiliates. "Affiliate" means (i) with regard to you, any government agency, department, instrumentality, division, unit or other office of your state or local government that is supervised by or is part of you, or which supervises you or of which you are a part, or which is under common supervision with you; together with, as mandated by law, any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality located within your state's jurisdiction and geographic boundaries; provided that a state and its affiliates shall not, for purposes of this definition, be considered to be affiliates of the federal government and its affiliates; and (ii) with regard to us, any legal entity that we own, which owns us, or which is under common ownership with us. "Ownership" means more than 50% ownership.

1. **Services.** All product support, consulting and other services (referred to collectively and individually herein, as the context requires, as "services") are provided to you under the terms and conditions of this master agreement. The precise scope of the services will be specified in the statements of services. You or any of your affiliates may enter into statements of services under this master agreement with our local affiliate. Our ability to deliver the services depends upon your full and timely cooperation, as well as the accuracy and completeness of any information you provide. This master agreement does not obligate either party or its affiliates to enter into any statements of services.
2. **Ownership and license of service deliverables.**
 - a. **Products and fixes.** All products and fixes provided pursuant to a statement of services will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. You are responsible for paying any licensing fees associated with products. For the purposes of this master agreement and any statement of services, "product(s)" means any computer code, product-related solutions, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing we make available to you for license which is published by us, our affiliates, or a third party. "Fixes" means product fixes that we either release generally (such as commercial product service packs) or that we provide to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.
 - b. **Pre-existing work.** All rights in any computer code or materials (other than products and fixes) developed or otherwise obtained independently of the efforts of a party under a Statement of Services ("pre-existing work") shall remain the sole property of the party providing the pre-existing work. During the performance of services, each party grants to the other (and our contractors as necessary) a temporary, non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, we grant you a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) our pre-existing work in the form delivered to you as part of the service deliverables only for your internal business operations. For the purposes of this master agreement and any statement of services, "service deliverable(s)" means any computer code or materials, other than products or fixes, that we leave with you at the conclusion of our performance of service(s). Your license to our pre-existing work is conditioned upon your compliance with the terms of this master agreement and the statement of services and the perpetual license applies solely to our pre-existing work that we leave to you at the conclusion of our performance of the services.
 - c. **Developments.** Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full we grant you joint ownership in all rights in any computer code or materials (other than products, fixes or pre-existing work) developed by us (or in collaboration with you) and provided to you in the course of performance of a statement of services ("developments"). "Joint ownership" means each party has the right to independently exercise any and all rights of ownership now known or hereafter created or recognized, including without limitation the rights to use, reproduce, modify and

distribute the developments for any purpose whatsoever, without the need for further authorization to exercise any such rights or any obligation of accounting or payment of royalties except you agree to only exercise your rights for your internal business operations and you will not resell or distribute the developments to any third party. These use restrictions shall survive termination or expiration of a statement of services or this master agreement. Each party shall be the sole owner of any modifications that it makes based upon the developments.

- d. **Affiliates rights and sublicensing to affiliates.** Except as may be otherwise explicitly agreed to in a statement of services, you may sublicense the rights to the service deliverables granted hereunder to your affiliates, but you or your affiliates may not further sublicense these rights. Any sublicensing of the service deliverables to your affiliates as permitted by this Section 2 must be consistent with the license terms in this master agreement.
- e. **Open source license restrictions.** Because certain third party license terms require that computer code be generally (i) disclosed in source code form to third parties; (ii) licensed to third parties for the purpose of making derivative works; or (iii) redistributable to third parties at no charge (collectively, "excluded license terms"), the license rights that each party has granted to any computer code (or any intellectual property associated therewith) do not include any license, right, power or authority to incorporate, modify, combine and/or distribute that computer code with any other computer code in a manner which would subject the other's computer code to excluded license terms. Furthermore, each party warrants that it will not provide or give to the other party computer code that is governed by excluded license terms.
- f. **Reservation of Rights.** All rights not expressly granted in this section are reserved. The use restrictions in this Section 2 shall survive termination or expiration of this master agreement or a statement of services.

3. **Restrictions on use.** You may not:

- a) Rent, lease, lend, host service or otherwise distribute deliverables or fixes, except as otherwise provided in a statement of services;
- b) Reverse engineer, de-compile or disassemble fixes or service deliverables, except to the extent expressly permitted by applicable law despite this limitation; or
- c) Transfer licenses to, or sublicense fixes or service deliverables to the U.S. Government.

Fixes and service deliverables licensed under this master agreement are subject to U.S. export jurisdiction. You must comply with all domestic and international export laws and regulations that apply to the products, fixes and service deliverables. Such laws include restrictions on destinations, end-users, and end-use. For additional information, see <http://microsoft.com/exporting>.

4. **Supportability.** We may add support for new products or discontinue support for existing products from time-to-time. If we discontinue support for a product, we will inform you six months in advance of the discontinuation by posting the information at <http://support.microsoft.com> or any successor site. If we sell a product to another company, we will give you notice of the sale and at the time of such notice will either (i) arrange for the other company to continue the support; or (ii) continue support ourselves for 90 days to give you time to make alternative arrangements.

There may be cases where your implementation of our products cannot be effectively supported. As part of providing the support services, we will notify you if we reach that conclusion. If you do not modify the implementation to make it effectively supportable within 30 days after the notice, we will not be obligated to provide additional support services for that implementation, however we will continue to provide support for your other supportable implementations covered by the statement of services.

For statements of services for support, we will use commercially reasonable efforts to provide the support services for those products covered in the statement of services, provided they are validly licensed by you.

5. **Fees.** You agree to pay us (or our designees) the fees, if any, described in each statement of services. The fees do not include fees for products. Unless otherwise stated in a statement of services, (i) you agree to pay within 30 calendar days of the date of our invoice; and (ii) we will not change our hourly rates identified in a statement of services during its term, but we may adjust our hourly rates prior to entering any new statement of services. Our fees exclude any taxes, duties, tariffs, levies or other governmental charges or expenses (including, without limitation, any value added taxes), which will be billed to and paid by you. We are responsible for taxes based upon our personal property ownership and net income. We may, at our option, assess a finance charge of the lesser of 12% per annum, accrued, calculated and payable monthly or the highest amount allowed by law on all past due amounts. We will have no obligation to continue to provide services if you fail to make timely payment.

6. **Confidentiality.** Subject to the requirements of your public records and trade secret laws (if any):

a. **Confidential information.** Confidential information means information marked or otherwise identified in writing by a party as proprietary or confidential or that, under the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary or confidential. It includes, but is not limited to, non-public information regarding either party's products, features, marketing and promotions, and the negotiated terms of this master agreement and any statement of services.

Confidential information does not include information which: (i) the recipient developed independently; (ii) the recipient knew before receiving it from the other party; or (iii) is or subsequently becomes publicly available or is received from another source, in both cases other than by a breach of an obligation of confidentiality under this master agreement.

b. **Use of confidential information.** For a period of five years after initial disclosure, neither party will use the other's confidential information without the other's written consent except in furtherance of this business relationship or as expressly permitted by this master agreement or disclose the other's confidential information except (i) to obtain advice from legal or financial consultants, or (ii) if either party is required by any legal, governmental, investigative or administrative process, including a public records request, to disclose information that it is not permitted to disclose under this master agreement, that party shall provide the other with prompt notice of each such request and the information requested so that the other party may seek to prevent disclosure and/or the entry of a protective order. If disclosure is required and a protective order is not obtained, the party from whom disclosure is required shall disclose only such information, after advice of counsel that is legally required to be disclosed.

You and we will take reasonable precautions to safeguard each other's confidential information. Such precautions will be at least as great as those each party takes to protect its own confidential information. Each party may disclose the other's confidential information to its employees or contractors only on a need-to-know basis, provided that such employees or contractors are subject to confidentiality obligations no less restrictive than those contained herein. When confidential information is no longer necessary to perform any obligation under any statement of services, the receiving party will at the other's request either return it or destroy it.

Either party may provide suggestions, comments or other feedback to the other with respect to the other's products and services. Feedback is voluntary and the party receiving feedback may use it for any purpose without obligation of any kind except that the party receiving feedback will not, to the extent allowed by law, disclose the source of feedback without the consent of the party providing it. If the receiving party is compelled by law to disclose the source of feedback, it will use its best efforts to give the other party notice of such requirement so that the disclosure can be contested.

- c. **Cooperation in the event of disclosure.** Each party will immediately notify the other upon discovery of any unauthorized use or disclosure of the other party's confidential information and will cooperate in any reasonable way to help the other regain possession of the confidential information and prevent further unauthorized use or disclosure.
- d. **Knowledge base.** We may use any technical information we derive from providing services related to our products for problem resolution, troubleshooting, product functionality enhancements and fixes, for our knowledge base, (i.e., articles published by us on the Internet or otherwise regarding known software bugs with programmatic solutions). We agree not to identify you or disclose any of your confidential information in any item in the knowledge base.
7. **Warranties.** We warrant that all services will be performed with professional care and skill.
8. **No other warranties.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM AND EXCLUDE ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS, IMPLIED OR STATUTORY OTHER THAN THOSE IDENTIFIED EXPRESSLY IN THIS MASTER AGREEMENT, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SERVICES, SERVICE DELIVERABLES, FIXES, PRODUCTS, OR ANY OTHER MATERIALS OR INFORMATION. WE WILL NOT BE LIABLE FOR ANY SERVICE(S) OR PRODUCT(S) PROVIDED BY THIRD PARTY VENDORS, DEVELOPERS OR CONSULTANTS IDENTIFIED OR REFERRED TO YOU BY US UNLESS SUCH THIRD PARTY PRODUCTS OR SERVICES ARE PROVIDED UNDER OUR WRITTEN STATEMENT OF SERVICES, AND THEN ONLY TO THE EXTENT EXPRESSLY PROVIDED IN THIS MASTER AGREEMENT.
9. **Defense of infringement and misappropriation claim.** We will defend you against any claims made by an unaffiliated third party that any service deliverable infringes its patent, copyright, or trademark or misappropriates its trade secret, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent).

You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance in defending the claim, and we will reimburse you for reasonable out of pocket expenses that you incur in providing that assistance. The terms "misappropriation" and "trade secret" are used as defined in the Uniform Trade Secrets Act.

Our obligations will not apply to the extent that any claim or adverse final judgment is based on (i) computer code or materials (e.g. specifications) you provide; (ii) your use of a fix or service deliverables after we notify you to discontinue use due to such a claim; (iii) your combining a fix or service deliverables with a non-Microsoft product, data or business process; (iv) damages attributable to the value of the use of a non-Microsoft product, data or business process; (v) an alteration of fixes or service deliverables by someone other than us or our contractors; (vi) use of, or access to, fixes or service deliverables by any person or entity other than you or your affiliates as permitted by the applicable statement of services; (vii) your use of our trademark(s) without express written consent to do so; or (viii) any trade secret claim that is a result of your acquiring a trade secret (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a person (other than us or our affiliates) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret. You will reimburse us for any costs or damages that result from these actions.

If we receive information concerning an infringement claim related to a fix or service deliverables, we may, at our expense and without obligation to do so, either (i) procure for you the right to continue to use the allegedly infringing fix or service deliverables as permitted by the applicable statement of services; (ii) modify the fix or service deliverables to make it non-infringing; or (iii) replace it with a non-infringing functional equivalent, in which case you will stop using the allegedly infringing fix or service deliverables immediately. If as a result of an infringement claim, your use of a fix or service

deliverables is enjoined by a court of competent jurisdiction, we will, at our option, either i) procure the right to continue its use; ii) modify it to make it non-infringing; iii) replace it with a non-infringing functional equivalent; or iv) refund the amount paid for the infringing fix or service deliverables and terminate the license for (or as applicable, your ownership rights in) the infringing fix or service deliverable

If any other type of third party claim is brought against you regarding our intellectual property, you must notify us promptly in writing. We may, at our option, choose to treat these claims as being covered by this Section 9 (Defense of infringement and misappropriation claim). This Section 9 (Defense of infringement and misappropriation claim) provides your exclusive remedy for third party infringement and trade secret misappropriation claims.

10. Limitations of liability.

a. Limitation. There may be situations in which you have a right to claim damages or payment. Except as otherwise specifically provided in this paragraph, whatever the legal basis for your claims, our total liability (and that of our contractors) will be limited, to the maximum extent permitted by applicable law, to direct damages up to the amount you have paid under the applicable statement of services, in the aggregate, for the services giving rise to the claims. In the event services or any service deliverables are provided to you on a gratuitous or no-charge basis, our total liability to you will not exceed US\$5000, or its equivalent in local currency. The limitations contained in this paragraph will not apply with respect to the following:

- (i) our obligations under Section 9 (Defense of infringement and misappropriation claim);
- (ii) our liability for damages for gross negligence or willful misconduct, to the extent caused by us or our contractors and awarded by a court of final adjudication; and
- (iii) our obligations under Section 6 (Confidentiality)

b. Exclusion of liability for damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY NOR THEIR AFFILIATES, SUPPLIERS OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION), ARISING IN CONNECTION WITH THIS MASTER AGREEMENT, ANY STATEMENT OF SERVICES, SERVICES, SERVICE DELIVERABLES, FIXES, PRODUCTS, OR ANY OTHER MATERIALS OR INFORMATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. THIS EXCLUSION OF LIABILITY DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATION, REDISTRIBUTION OR OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

c. Application. Except as specified expressly in this Section 10, the limitations on and exclusions of liability for damages in this master agreement apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.

11. Term and termination. This master agreement will remain in effect until terminated. The parties signing the cover page of this master agreement may terminate it for convenience by giving the other party 60 calendar days prior written notice. Either party signing the cover page may terminate this master agreement if the other party is in material breach or default of any obligation that is not cured within 30 calendar days notice of such breach.

The sole effect of terminating this master agreement will be to terminate the ability of either party to enter into subsequent statements of services that incorporate the terms of this master agreement.

Termination of this master agreement will not, by itself, result in the termination of any statements of services previously entered into (or extensions of the same) that incorporate the terms of this master agreement, and the terms of this master agreement will continue in effect for purposes of such statements of services unless and until the statement of services itself is terminated or expires.

The term of any statement of services will be set forth in an applicable statement of services. In addition, unless otherwise provided in a statement of services, your affiliate that signed the statement of services may terminate it for any reason by giving our affiliate that signed the statement of services 30 calendar days prior written notice. Either party signing a statement of services may terminate it if the other party is (i) in material breach or default of any obligation that is not cured within 30 calendar days notice of such breach or (ii) fails to pay any invoice that is more than 60 calendar days outstanding. You agree to pay all fees for services performed and expenses incurred prior to termination and any additional amounts that may be specified in a statement of services.

12. Notices. All notices, authorizations, and requests given or made in connection with this master agreement must be sent by post, express courier, facsimile or email to the addresses indicated on the cover page of this master agreement or such other addresses as may be provided in a statement of services. Notices will be deemed delivered on the date shown on the postal return receipt or on the courier, or facsimile confirmation of delivery.

13. Insurance. At all times when we are performing services on your premises pursuant to this master agreement, we will procure and maintain the following coverages via either commercial insurance, self-insurance, a combination of the two or any other similar risk financing alternative:

- a) Commercial General Liability covering bodily injury and tangible property damage liability with a limit of not less than U.S. \$2,000,000 each occurrence;
- b) Workers' Compensation (or maintenance of a legally permitted and governmentally-approved program of self-insurance) covering Microsoft employees pursuant to applicable state workers' compensation laws for work-related injuries suffered by our employees;
- c) Employer's Liability with limits of not less than U.S. \$1,000,000 per accident;
- d) Professional Liability/Errors & Omissions Liability covering damages arising out of negligent acts, errors, or omissions committed by us or our employees in the performance of this master agreement, with a limit of liability of not less than U.S. \$2,000,000 per claim; and
- e) Automobile Liability (if vehicles are brought on Purchaser's premises or used in the performance of the work) with \$2,000,000 combined single limit per occurrence, for bodily injury and property damage combined covering owned, non-owned and hired vehicles.

We will provide you with evidence of coverage on request.

14. Miscellaneous.

- a. **Right to subcontract and assignment.** Neither party may assign this master agreement or any statement of services without the written consent of the other. We may use contractors to perform services and we will be responsible for their performance subject to the terms of this master agreement. "Contractor(s)" means any third party supplier or other provider of computer technology or related services.
- b. **Independent contractor.** We provide our services as an independent contractor, and will be responsible for any and all social security, unemployment, workers' compensation and other withholding taxes owed by us for all of our employees. As such, each party is free to develop their respective products independently without the use of the other's confidential information. Additionally, neither you nor we are obligated to restrict the future work assignments of people who have had access to confidential information. Furthermore, you, we and these people are free to use the information that these people retain in their unaided memories related to information technology, including ideas, concepts, know-how or techniques, so long as such use does not disclose confidential information of the other party in violation of Section 6

(Confidentiality). This use will not grant either party any rights under the other's copyrights or patents and does not require payment of royalties or separate license.

- c. Applicable law; dispute resolution.** This master agreement together with the applicable statement of services will be governed by the laws of your state, 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 your state.
- d. Entire agreement.** This master agreement and the statements of services constitute the parties' entire agreement concerning the subject matter hereof, and supersede any other prior and contemporaneous communications. Any terms and conditions maintained by you or your affiliates or contained in any purchase order, other than those mandatory terms required by law, will not apply. The parties signing the cover page of this master agreement may amend this master agreement only in writing when signed by both parties. The parties signing a statement of services may amend the statement of services only in writing when signed by both parties. In the event the terms of this master agreement conflict or are otherwise inconsistent with the terms of any statement of services, the terms of this master agreement will control.
- f. Survival.** The sections regarding ownership and license, restrictions on use, fees, confidentiality, no other warranties, defense of infringement and misappropriation claims, limitations of liability, term and termination, notices, and miscellaneous of this master agreement will survive any termination or expiration of this master agreement or any statement of services. Additionally, as provided in Section 11 (Term and termination) above, if this master agreement is terminated all its terms shall survive termination for purposes of any remaining statement of services in existence at the time this master agreement is terminated.
- g. Severability.** If a court holds any provision of this master agreement or a statement of services to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect and the parties will amend the master agreement or statement of services to give effect to the stricken clause to the maximum extent possible.
- h. Waiver.** No waiver of any breach of this master agreement or statement of services will be a waiver of any other breach, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.
- i. Force majeure.** To the extent that either party's performance is prevented or delayed, either totally or in part, for reasons beyond that party's control, then that party will not be liable, so long as it resumes performance as soon as practicable after the reason preventing or delaying performance no longer exists.
- j. Counterparts.** This master agreement and any statements of services may be executed in any number of counterparts, each of which will be an original, and such counterparts together will constitute one and the same instrument. Execution may be effected by delivery of facsimiles of signature pages (and the parties will follow such delivery by prompt delivery of originals of such pages)
- k. Cost or pricing data.** We will not, under any circumstances, accept any statement of services that would require the submission of cost or pricing data.

Microsoft[®] **Services**

February 16, 2007

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SUBJECT: MICROSOFT PREMIER SUPPORT SERVICE RENEWAL

Dear Debby & Agnes,

Thank you for using Premier Support services during the past year. We have enjoyed working with WSU and BCC and look forward to continuing our service to you. As you know, your Premier Support agreement is up for renewal on **March 15, 2007**.

Microsoft Services is committed to providing greater flexibility and choice to you based on the specific depth and breadth of experience you require. Our combination of Support Offerings will provide you with more choice, more flexibility and simpler service plan selection.

Our goal is to ensure a level of support that provides a proactive environment for Premier Support to assist you with the optimization of Microsoft technologies. Below is our renewal proposal for your consideration.

To facilitate the renewal process, the following documents are attached for your review:

- Microsoft Premier Support Services Description - Fee and Named Contacts
- Microsoft Premier Support Renewal Proposal

MICROSOFT PREMIER SUPPORT RENEWAL PROPOSAL
for
WSU and BCC

FEATURE	QUANTITY WSU	QUANTITY BCC
PROBLEM RESOLUTION HOURS Problem Resolution Support provides assistance for problems with specific symptoms encountered while using Microsoft products, where there is a reasonable expectation that the problems are caused by Microsoft products. Problem Resolution Support is available 24 hours a day, 7 days a week. Requests for support may be submitted via telephone or electronically through the Premier online website.	Up to 120 Hours (may also be used as Support Assistance Hours)	Up to 45 Hours (may also be used as Support Assistance Hours)
SUPPORT ASSISTANCE Support Assistance provides short-term advice and guidance for problems not covered with Problem Resolution Support as well as requests for consultative assistance for design, development and deployment issues.	Up to 40 Hours (may also be used as Problem Resolution Hours)	Up to 20 Hours (may also be used as Problem Resolution Hours)
SUPPORT MANAGEMENT SERVICES Planning and Resource Facilitation Status Reports and Meetings Incident Escalation Management	Included	Included
INFORMATION SERVICES Unlimited-user access license to Premier Online website Critical Problem Alerts Product NewsFlashes Support Webcasts	Included	Included
TAM ONSITE VISIT (UP TO 2 DAYS)	1	--
Total Due From Customer:	\$57,160	\$25,610

Please fill out the Fees and Contact Schedule and return to Microsoft along with a PO prior to March 15, 2007.

- Fill out Fees and Contact Schedule if there are changes and return to Microsoft.
- Provide Payment Method (Purchase Order, Check, Credit Card)
- Fax a copy of all documents (Fees and Contract Schedule and PO), Attention: Kiersten Keester, before mailing to Microsoft. FAX (425) 936-7329.

Mailing Address: Microsoft Corporation
Attention: Jeremy Danielson
One Microsoft Way, SAMM D/4605
Redmond, WA 98052

We value WSU and BCC as a Premier Support customer and remain committed to ensuring your success in benefiting from Microsoft products and technologies. Please let us know of any questions whatsoever. We appreciate your business.

Regards,

Kiersten Keester
 Services Sales Representative
kkeest@microsoft.com
 916-781-0685

Chuck Taylor
 Premier Support TAM
chucktay@microsoft.com
 425-704-5130

**Microsoft Premier Support Services Description Schedule:
 Fee and Named Contacts: Bellevue Community College**

(Microsoft Affiliate to complete)
Premier Support Services Description Number
 (Microsoft Affiliate to complete)
Schedule Number

001192089

This Schedule is made pursuant to the Microsoft Premier Support Services Description identified above (the "Services Description"). The terms of the Services Description and applicable Exhibits are incorporated herein by this reference and by providing payment for the Services under this Schedule You agree to be bound by these terms. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement and the Services Description.

<i>Term</i>
This Schedule will commence on March 15, 2007 (the "Commencement Date") and will expire on March 14, 2008 (the "Expiration Date").

1. PREMIER SUPPORT SERVICES AND FEES. The quantities listed in the table below represent the amount of Services that You have pre-purchased for use during the term of this Schedule and applicable fees.

Description of Services
<ul style="list-style-type: none"> • Support Account Management Included • Up to 20 Support Assistance Hours • Up to 45 Problem Resolution Support Hours • Unlimited User Access to Premier Online Website
Total Due From Customer: \$25,610

2. MICROSOFT CONTACT

Microsoft Contact: Contact for questions and notices about this Schedule and the Service Description:

Microsoft Contact Name: Kiersten Keester
Address: Microsoft Corporation (Attn: Kiersten Keester) _____
Phone: (916) 781-0685
Email: kkeest@microsoft.com
Facsimile: (425) 936-7329

3. CUSTOMER NAMED CONTACTS

a. Premier Customer Named Contacts: (Renewing customers only fill in if changes to current contacts)

CSM Name:
Address: _____ _____
Phone: ()
Email:
Facsimile: ()

CSM Name:	Named Contact Name:
Address: _____ _____	Address: _____ _____
Phone: ()	Phone: ()
Email:	Email:
Facsimile: ()	Facsimile: ()
Named Contact Name:	Named Contact Name:
Address: _____ _____	Address: _____ _____
Phone: ()	Phone: ()