



Installment Payment Plan (IPP) #3144
NIPA/SAVE Contract #2018011-02
Tucson USD - Microsoft

Between

SHI International Corp. (“Payee”)

And

Tucson Unified School District (“Customer”)
1010 E. 10th St.
Tucson, AZ 85719

PAYMENT SCHEDULE:

Payments including tax with Payment Due Dates as follows:

2/20/19 \$336,195.83
7/20/19 \$336,195.83

Product	Coverage term 2/1/19-1/31/20	Qty
1 AzureMonetaryCommit ShrdSvr ALNG SubsVL MVL Commit Microsoft - Part#: 6QK-00001		4
2 Dyn365ECstEngPlnEDU ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: DFM-00002		1
3 Dyn365EForSalesEDU ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: DGU-00003		5
4 Dyn365ETeamMembersEDU ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: MTN-00001		100
5 M365 EDU A3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAD-38391		6,000
6 M365 EDU A3 ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft Microsoft - Part#: AAD-38397		50,000
7 MSImgnAcdmY ALNG SubsVL MVL Srvcs Microsoft - Part#: 54R-00098		1
8 O365ATPEDU ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: W76-00001		6,000
9 PwrBIPremP1EDU ShrdSvr ALNG SubsVL MVL Microsoft - Part#: GST-00001		1
10 PwrBIProforEDU ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: NK5-00001		14
11 SQLSvrEntCore ALNG LicSAPk MVL 2Lic CoreLic Microsoft - Part#: 7JQ-00341		72
12 SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00302		62
13 SysCtrDatactrCore ALNG LicSAPk MVL 2Lic CoreLic Microsoft - Part#: 9EP-00037		646
14 SysCtrStdCore ALNG LicSAPk MVL 2Lic CoreLic Microsoft - Part#: 9EN-00494		1999
15 VSEntSubMSDN ALNG LicSAPk MVL		16
16 WinSvrDCCore ALNG LicSAPk MVL 2Lic CoreLic Microsoft - Part#: 9EA-00039		646
17 WinSvrSTDCore ALNG LicSAPk MVL 2Lic CoreLic Microsoft - Part#: 9EM-00562		1999

Customer Acknowledgment:

The foregoing Payment Schedule correctly sets forth all Payments to be made by the Customer pursuant to this IPP in regards to Customer's purchase of Microsoft software solution. The Customer further acknowledges that the Customer's obligations to pay Payee and/or any assignee of Payee all Payments and other amounts due under this IPP are absolute, unconditional, non-cancellable and not subject to abatement, setoff, claim, counterclaim, adjustment or defense of any kind, unless an exception is obtained from the Payee (or Payee's assignee) in writing in advance of the ensuing Payment due date. Payee has the right to assign its rights, title and interest under this IPP to a third party. If any Payment or other amount due under this IPP is not received within ten (10) business days after its due date, Payee shall have the right to require that all unpaid Payments and other amounts become immediately due and payable. Customer agrees to pay interest on all overdue amounts until paid, calculated from the due date at the rate of one and one-half percent (1.50%) per month.

Non-appropriation of Funds. If: (a) sufficient funds are not appropriated and budgeted and are otherwise not available to Customer's governing body in any fiscal period for the Payments; and (b) Customer has exhausted all funds legally available for such payments due hereunder, then Customer will give Payee written notice and this Agreement and Customer's right to use and receive the Products will terminate as of the last day of Customer's fiscal period for which funds for Payments are available. Such termination is without any expense or penalty, except for the portions of the Payments and those expenses associated with the return of all but not less than all of the Products for which funds have been budgeted or appropriated or are otherwise legally available.

Dated: _____

SHI International Corp.

Tucson Unified School District

By: _____

By: _____ **Y**

Name: Akif Nizam

Name: _____

Title: Controller

Title: _____



CERTIFICATE OF INCUMBENCY AND AUTHORITY

I, _____ X (insert name of "Certifying Representative") of Tucson Unified School District ("Customer"), do hereby certify that:

1. I, the Certifying Representative, am the _____ X Representative of Customer. (insert title of Certifying

2. Set forth below are the names and true signatures of individuals (each an "Authorized Representative") that I know to be an officer, manager, member or representative of the Customer, with the title set forth opposite his or her respective name.

3. Each Authorized Representative has the requisite power and authority to bind the Customer to, and sign on behalf of the Customer, any and all agreements, including, but not limited to, installment payment agreements, leases, loans, guaranties and/or collateral pledges (each an "Authorized Transaction"), with SHI International Corp. ("SHI") and the specimen signature written opposite each such Authorized Representative's name is such Authorized Representative's genuine signature. Until SHI receives notice in writing of any change or limitation of the authority of the Authorized Representative(s), SHI may rely upon the authority and power of such Authorized Representatives to bind the Customer in connection with Authorized Transactions as set forth in this Certificate.

Table with 3 columns: Title, Name of Authorized Representative, Signature. Includes a yellow 'Y' in the signature column.

4. All previous acts of, and all documents and papers heretofore executed and delivered by, any Authorized Representative in connection with any Authorized Transaction are ratified and approved as the acts of the Customer.

IN WITNESS WHEREOF, the undersigned Certifying Representative has executed this Certificate as of _____, 2019.

Certifying Representative's Signature: ** _____ X

Print Name:

Title:

** When preparing this Certificate, please note:

- (1) The Certifying Representative cannot be the Authorized Representative
(2) One of the Authorized Representatives has executed all of the documents
(3) The Certifying Representative confirms that the Authorized Representative(s), is/are authorized to execute binding agreements on behalf of the Customer



Customer Service/Billing Information Form

Customer: **Tucson Unified School District**

Please provide us with the following information so that we may better meet your invoicing needs.

Billing Information:

Accounts Payable

Contact Name:

Accounts Payable Email:

Accounts Payable Phone:

Accounts Payable Fax:

Billing Address: City/State/Zip:

Equipment Address:

City/State/Zip:

* Purchase Order #:

* Other:

** if provided, the above reference(s) will be listed on each invoice.*

Completed By:

Title: