Microsoft

Volume Licensing

Program Signature Form

MBA/MBSA number: U7375742

Agreement number: 30EA6072

Proposal ID

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Microsoft Business and Services Agreement	X20-10004
Enterprise Agreement	X20-10083
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* LEPL Financial Analytical Service, Ministry of Finance of Georgia
Signature*
Printed First and Last Name* George Kurtanidze (on behalf of Government of Georgia)
Printed Title Head of Financial-Analytical Service
Signature Date* 23/01/2015

* indicates required field

Microsoft Affiliate
Microsoft Ireland Operations Limited
VAT number IE8256796U
Signature _____
Printed First and Last Name
Printed Title
Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)   26/01/15

Microsoft Ireland Operations Ltd.

0 6 FEB 2015

Joseph Pasternak
Duly Authorised on behalf of
Commercial Customer Operations

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Ireland Operations Limited
Atrium Building Block B
Carmenhall Road
Sandyford Industrial Estate
Dublin 18, Ireland
Attention: EOC Program Operations Dept.

Processed	26/01/15
Original Received	05/02/15

Business and Services Agreement

This Microsoft Business and Services Agreement ("MBSA") is entered into by the entities identified on the signature form, and its terms and conditions are incorporated by reference into any Supplemental Agreement under which Customer or its Affiliates acquire Products or Professional Services.

1. Definitions.

In this agreement, the following definitions apply:

"Affiliate" means any legal entity that a party owns, or is owned by, or that is under common ownership with that party. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

"Customer" means the legal entity that has entered into this agreement.

"Customer Data" means all data, including all text, sound, software, image or video files that are provided to Microsoft by, or on behalf of, Customer and its Affiliates through the use of Online Services or in connection with Professional Services.

"Developments" means any computer code or materials, other than Products, Fixes or Pre-existing Work, developed by Microsoft or in collaboration with Customer, which is provided to Customer in the course of performance of a Statement of Services.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to Customer when performing Professional Services to address a specific issue.

"Microsoft" means the Microsoft Affiliate that has entered into this agreement and its Affiliates.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product List.

"Pre-Existing Work" means any computer code or written materials developed or otherwise obtained independent of this agreement.

"Product" means all products identified in the Product List, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product List" means the statement published by Microsoft from time to time at the Volume Licensing Site. The Product List includes Product-specific conditions or limitations on the acquisition of licenses for Products.

"Professional Services" means Product support services and Microsoft consulting services provided to Customer under this agreement. "Professional Services" does not include Online Services.

"SLA" means Service Level Agreement, which specifies the standards to which Microsoft agrees to adhere and by which it measures the level of service for an Online Service. The SLA is available at the Volume Licensing Site.

"Services Deliverables" means any computer code or materials, other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services.

"Software" means licensed copies of Microsoft software identified on the Product List. Software does not include Online Services or Services Deliverables, but Software may be part of an Online Service.

"Statement of Services" means any work orders or other description of Professional Services (including in a Supplemental Agreement) that incorporates this MBSA.

"Supplemental Agreement" means any agreement expressly incorporating the terms of this MBSA.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact with.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Use Rights. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. Use, ownership, rights, and restrictions.

a. **Products.** Unless otherwise specified in a Supplemental Agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable Supplemental Agreement.

b. **Fixes and Services Deliverables.**

   (i) **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If the Fix is not provided for a specific Product, any use terms Microsoft provides with the Fix will apply. If no use terms are provided, Customer shall have a non-exclusive, perpetual, fully paid-up license to use and reproduce the Fix solely for its internal business use. Customer may not modify, change the file name or combine any Fix with any non-Microsoft computer code, except as expressly permitted in a Supplemental Agreement.

   (ii) **Pre-Existing Work.** All rights in Pre-existing Work will remain the sole property of the party providing the Pre-existing Work. Each party may use, reproduce and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services. Upon payment in full and subject to Customer's compliance with this agreement, Microsoft grants Customer a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify excluding object code) any Microsoft Pre-existing Work provided as part of a Services Deliverable, solely in the form delivered to Customer and solely for Customer's internal business purposes.

   (iii) **Developments.**

   1) Upon payment in full, Microsoft grants Customer Joint Ownership in any Developments, except as may be otherwise explicitly agreed to in a Statement of Services. "Joint Ownership" means each party has the right to independently exercise any and all rights of ownership now known or hereinafter created or recognized, including without limitation the rights to use, reproduce, modify and distribute the Developments for any purpose, without the need for further authorization to exercise any such rights or any obligation of accounting or payment of royalties.

   2) Each party shall be the sole owner of any modifications that it makes based upon Developments. Customer may exercise its rights in Developments solely for its internal business operations and may not otherwise distribute them.

   (iv) **Affiliates' rights.** Customer may sublicense its rights in Services Deliverables and Sample Code to its Affiliates, but Customer's Affiliates may not sublicense these rights. Customer is responsible for ensuring its Affiliates' compliance with this agreement.

c. **Non-Microsoft software and technology.** Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products, Fixes, or Services Deliverables. 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.

d. **Sample Code.** Upon payment in full, Microsoft grants Customer a non-exclusive, perpetual, non-transferable license to use and modify any software code that Microsoft provides for purposes of illustration ("Sample Code") and to reproduce and distribute the object code form of the Sample Code for Customer's internal business purposes only and not to any unaffiliated third party.

e. **Restrictions on use.** Customer must not (and must not attempt to) reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable. Except as expressly permitted in this agreement, Customer must not (1) separate and run parts of a Product on more than one computer, upgrade or downgrade parts of a Product at different times, or transfer parts of a Product separately; or (2) distribute, sublicense, rent, lease, lend, or host any Product, Fix, or Services Deliverable.

f. **Reservation of rights.** All rights not expressly granted are reserved to Microsoft.

g. **Supportability of Products.** Support for Products is available under the terms of a Supplemental Agreement, a separate Statement of Services or under the terms set forth at http://support.microsoft.com/ or a successor site.

3. Confidentiality.

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand to be confidential, including Customer Data and the terms of Microsoft agreements. The Online Services Terms may provide additional obligations for, and limitations on disclosure and use of, Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) was lawfully known or received by the receiving party without an obligation to keep it confidential, (c) is independently developed, or (d) is a comment or suggestion one party volunteers about the other's business, products or services.

Each party will take reasonable steps to protect the other party's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship under this agreement. Neither party will disclose that information to third parties, except to its employees, Affiliates, contractors, advisors and consultants (collectively, "Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of the discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other party's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of Representatives who have had access to Confidential Information. Each party agrees that use of information in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply for Customer Data until it is deleted from the Online Services, and for all other Confidential Information, for a period of five years after the Confidential Information is received.

4. Compliance with applicable laws, privacy and security.

a. Microsoft and Customer each will 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.

b. Customer consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Customer will obtain all required consents from third parties (including Customer's contacts, resellers, distributors, administrators, and employees) under applicable privacy and data protection law before providing personal information to Microsoft.

c. Personal information collected through Products and Professional Services (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its contractors maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland.

d. **U.S. Export.** Products, Fixes, and Services Deliverables 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.

5. Warranties.

a. **Limited warranties and remedies**.

(i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Microsoft user documentation for one year from the date Customer is first licensed for that version. If it does not and Customer notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price paid by Customer for the Software license, or (2) repair or replace the Software.

(ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer's use. Customer's remedies for breach of this warranty are in the SLA.

(iii) **Professional Services.** Microsoft warrants that Professional Services will be performed with professional care and skill. If Microsoft fails to do so and Customer notifies Microsoft within 90 days of the date of performance, then Microsoft will either re-perform the Professional Services or return the price paid for them.

The remedies above are Customer's sole remedies for breach of the warranties in this section.

b. **Exclusions.** The warranties in this section 5 do not cover problems caused by accident, abuse or use in a manner inconsistent with this agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta Products, or to components of Products that Customer is permitted to redistribute. **DISCLAIMER. Microsoft provides no other warranties or**

conditions and disclaims any other express, implied or statutory warranties, including warranties of merchantability, fitness for a particular purpose, satisfactory quality, title and non-infringement.

6. Defense of third party claims.

a. **By Microsoft.** Microsoft will defend Customer against any claims made by an unaffiliated third party (1) that any Product, Fix or Services Deliverable infringes its patent, copyright or trademark or makes unlawful use of its Trade Secret; or (2) that arises from Microsoft's provision of an Online Service in violation of section 4(a) above. Microsoft will pay the amount of any resulting adverse final judgment or approved settlement. This does not apply to claims or awards based on (i) Customer Data; (ii) non-Microsoft software; (iii) modifications to a Product, Fix, or Services Deliverable Customer makes or any specifications or materials Customer provides; (iv) Customer's combination of a Product, Fix or Services Deliverable with (or damages based on the value of) a non-Microsoft product, data, or business process; (v) Customer's use of a Microsoft trademark without express, written consent or the use or redistribution of a Product, Fix, or Services Deliverable in violation of this agreement; (vi) Customer's continued use of a Product, Fix or Services Deliverable after being notified to stop due to a third party claim; or (vii) Products, Fixes or Services Deliverable provided free of charge.

b. **By Customer.** Customer will defend Microsoft against any claims made by an unaffiliated third party that:

(1) that any Customer Data or non-Microsoft software Microsoft hosts on Customer's behalf infringes the third party's patent, copyright, or trademark or makes unlawful use of its Trade Secret;

(2) that arises from a violation of section 4(a) above; a violation of the legal rights of others; or unauthorized access to or disruption of any service, data, account, or network in connection with the use of the Online Services; or

(3) that are based on items excluded from Microsoft's defense obligations in section 6(a) above.

Customer will pay the amount of any adverse final judgment or approved settlement resulting from a claim covered by this section 6(b).

c. **Rights and remedies in case of possible infringement or misappropriation.** If Microsoft reasonably believes that a claim under this section may result in a legal bar prohibiting Customer's use of the Product, Fix or Services Deliverable, 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 Product, Fix or Services Deliverable and refund any amounts Customer has paid for those rights to Software, Fixes and Services Deliverables and, for Online Services, any amount paid for a usage period after the termination date.

d. **Other terms.** The party being defended under this section 6 must notify the other party promptly of any claim subject to this section, give the other party sole control over the defense or settlement; and provide reasonable assistance in defending the claim. The party providing the protection will reimburse the other party for reasonable out of pocket expenses that it incurs in providing assistance. Any settlement must be approved in writing by the defending party. The remedies provided in this section 6 are the exclusive remedies for the claims described in this section.

7. Limitation of liability.

a. The total liability of each party, including its Affiliates and its Contractors, for all claims arising under each Supplemental Agreement is limited to direct damages up to the following amounts: (1) for Professional Services, the amount Customer was required to pay for the Professional Service giving rise to the liability, (2) for each Product other than Online Services, the amount Customer was required to pay for the Product under the applicable Supplemental Agreement, and (3) for Online Services, the amount Customer paid for the Online Service during the 12 months before the cause of action arose; but in no event will a party's aggregate liability for any Online Service exceed the total amount paid for that Online Service under the applicable Supplemental Agreement. In the case of Products or Professional Services provided free of charge, previews, or code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages up to U.S. $5,000. These limitations apply regardless of whether the asserted liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.

b. **Affiliates and Contractors.** Microsoft and Customer each agree not to bring any action against the other's Affiliates or contractors in respect of any matter disclaimed on their behalf in this agreement. Each party will indemnify the other in the event of any breach of this provision.

c. **EXCLUSION OF CERTAIN DAMAGES.** Neither party nor their Affiliates or contractors will be liable for any indirect, consequential, special or incidental damages, or damages for lost profits, revenues, business interruption, or loss of business information in connection with this agreement, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable.

d. The limits and exclusions in this section 7 do not apply to either party's (1) obligations under section 6 "Defense of third party claims", or (2) liability for violation of its confidentiality obligations (except obligations related to Customer Data) or the other party's intellectual property rights.

8. Verifying compliance.

a. **Right to verify compliance.** Customer must keep accurate and complete records relating to all use and distribution of Products by Customer and its Affiliates. Microsoft has the right to verify Customer's and its Affiliates' compliance with the license or service terms for the Products, at Microsoft's expense.

b. **Verification process and limitations.** Microsoft will provide Customer at least 30 days' notice of its intent to verify compliance. Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Customer's operations. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Customer must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products Customer hosts, sublicenses, or distributes to third parties. Customer agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit. Any information collected in the self-audit will be used solely for purposes of determining compliance.

c. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Customer must order sufficient licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Customer must reimburse Microsoft for the costs Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price, based on the then-current price list and Customer price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not undertake another verification of the same Customer for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other means permitted by law.

9. Term and termination.

The effective date of this MBSA will be the earlier of either the date the MBSA is executed by Microsoft or the effective date of the first Supplemental Agreement. It is effective until terminated as described below.

Either party may terminate this agreement without cause on 60 days' notice. Terminating this MBSA will not affect any existing orders or Supplemental Agreements, but will terminate the ability of the parties to enter into subsequent Supplemental Agreements.

Customer may terminate a Statement of Services upon 30 days' notice. Either party to the Statement of Services may terminate it if the other party is in material breach or default of any obligation that is not cured within 30 days' notice of such breach. Microsoft may terminate a Statement of Service if Customer fails to pay any invoice that is more than 60 days outstanding.

10. Miscellaneous.

a. **Notices.** Notices to Microsoft must be sent to the Microsoft address on the signature form with a copy sent to the address below. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Customer about upcoming ordering deadlines, services and subscription information in electronic form, including by email to contacts provided by Customer. Emails will be treated as delivered on the transmission date.

A copy of each notice should be sent to:
Microsoft Corporation Legal and Corporate Affairs Volume Licensing Group One Microsoft Way Redmond, WA 98052 USA

b. **Assignment.** Either party may assign this agreement to an Affiliate, but it must notify the other party in writing of the assignment. Any other assignment of rights must be approved by the other party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.

c. **Severability.** If any provision in this agreement is found unenforceable, the balance of the agreement will remain in full force and effect.

d. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

e. **Dispute resolution.** When bringing an action to enforce this agreement, the parties agree to the following venues:

   (i) If Microsoft brings the action, the venue will be where Customer's contracting Affiliate has its headquarters;

   (ii) If Customer brings the action to enforce a Statement of Services, the venue will be where the Microsoft Affiliate delivering the services has its headquarters. For all other actions, (1) If Customer brings the action with any Microsoft Affiliate located outside of Europe, the venue will be the State of Washington, USA; and (2) If Customer brings the action with any Microsoft Affiliate located in Europe, the venue will be Ireland.

   This choice of venue does not prevent either party from seeking injunctive relief in any appropriate jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations.

f. **Survival.** Provisions regarding ownership and license rights, fees, Use Rights, restrictions on use, evidence of perpetual licenses, transfer of licenses, warranties, defense of third party claims, limitations of liability, confidentiality, compliance verification, obligations on termination or expiration and the other provisions in this section entitled "Miscellaneous" will survive termination or expiration of this agreement.

g. **This agreement is not exclusive.** Customer is free to enter into agreements to license, use, or promote non-Microsoft software or services.

h. **Applicable law.** The terms of each agreement entered into with any Microsoft Affiliate located outside of Europe will be governed by and construed in accordance with the laws of the State of Washington and federal laws of the United States. The terms of each agreement entered into with a Microsoft Affiliate located in Europe will be governed by and construed in accordance with the laws of Ireland. Any dispute arising out of or in relation to Professional Services will be governed by the law of the jurisdiction where the Microsoft Affiliate delivering the Professional Services is organized. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this agreement

i. **Microsoft as independent contractor.** The parties are independent contractors. Customer and Microsoft are free to develop products independently without the use of the other's Confidential Information.

j. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this agreement.

k. **Insurance while performing Professional Services on Customer's premises.** Microsoft will maintain industry-appropriate insurance coverage at all times when performing Professional Services on Customer's premises via commercial insurance, self-insurance, or any other similar risk financing alternative. Microsoft will provide Customer with evidence of coverage on request.

l. **Amendments.** Any amendment to this agreement must be executed by both parties, except that Microsoft may change the Product List and Use Rights in accordance with the terms of this agreement. Any conflicting terms and conditions contained in a purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before signing a Supplemental Agreement.

m. **No transfer of ownership.** Microsoft does not transfer any ownership rights in any Product. The Products are protected by copyright and other intellectual property rights laws and international treaties.

n. **Professional Services payment terms.** Customer agrees to pay all fees in a Statement of Services within 30 days of the date of invoice, unless the Statement of Services provides otherwise. Microsoft may assess a finance charge of the lesser of 18% per annum, accrued, calculated and payable monthly, or the highest amount allowed by law, on all past due amounts due to Microsoft. Microsoft will have no obligation to continue to provide Professional Services if Customer fails to make timely payment.

o. **Taxes.** If any amounts are to be paid to Microsoft, the amounts owed are exclusive of any taxes. Customer shall pay all value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges, or surcharges or other similar taxes, charges or fees, or any regulatory cost recovery and

other surcharges that are owed under this agreement and which Microsoft is permitted to collect from Customer. Customer shall also 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 the distribution or provision of Products or Professional Services by Customer to its Affiliates. Microsoft shall be responsible for payment of all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, or taxes on property ownership.

If any taxes are required to be withheld on payments made to Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority; provided however, that Customer shall promptly secure and deliver an official receipt for those withholdings and other documents reasonably requested by Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

p. **Calendar days.** Any reference in this agreement to "day" will be a calend**Error! Bookmark not defined.**ar day, except references that specify "business day".

11. Country-specific provisions.

The country-specific provisions available at the Volume Licensing Site replace or supplement the equivalent provisions above as noted therein where the Customer is located in the countries identified in the country-specific terms and in any case where the law of the jurisdictions listed in the country-specific provisions gets applied.

Enterprise Agreement

This Microsoft Enterprise Agreement is entered into between the entities identified on the signature form.

Effective date. The effective date of this agreement is the earliest effective date of any Enrollment entered into under this agreement or the date Microsoft accepts this agreement, whichever is earlier. Any reference in this agreement or an Enrollment to a "day" means a calendar day, except references that specify "business day."

This agreement consists of (1) these terms and conditions and the signature form, (2) the terms of either the Microsoft Business Agreement or Microsoft Business and Services Agreement ("Master Agreement") identified on the signature form, (3) the Product List, (4) the Use Rights, and (5) any Enrollment entered into under this agreement. By entering into this agreement, Customer agrees to be bound by the terms and conditions of the Master Agreement. If Customer is a qualifying government entity, the Qualifying Government Entity Addendum is incorporated by reference.

Please note: Documents referenced in this agreement but not attached to the signature form may be found at http://www.microsoft.com/licensing/contracts and are incorporated in this agreement by reference, including the Product List, Use Rights and Qualifying Government Entity Addendum. These documents may contain additional terms and conditions for Products licensed under this agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed and Services ordered.

Terms and Conditions

1. Definitions.

Terms used in this agreement but not otherwise defined will have the definition provided in the Master Agreement. The following definitions also apply:

"Customer" means the entity that has entered into this agreement with Microsoft.

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates, that has entered into an Enrollment under this agreement.

"Enrollment" means the document that an Enrolled Affiliate submits under this agreement to place orders for Products and Services.

"Enterprise" means Enrolled Affiliate and the Affiliates it chooses to include on its Enrollment.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Microsoft" means the Microsoft Affiliate that has entered into this agreement or an Enrollment and its Affiliates, as appropriate.

"Reseller" means a large account Reseller authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement.

"Software Advisor" means an entity authorized by Microsoft and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product List.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that

accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Use Rights. The Use Rights for Online Services are published in the Online Services Terms.

2. How the Enterprise program works.

a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses and Services. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products and procure Services by entering into Enrollments.

b. **Enrollments.** There are two types of Enrollments—direct and indirect. In some locations, only direct Enrollments are available; in other locations, only indirect Enrollments are available. In certain locations, Enrolled Affiliates may choose either direct or indirect Enrollments.

   (i) **Direct Enrollments.** Enrolled Affiliates ordering under a Direct Enrollment must select and work with a Software Advisor authorized in Enrolled Affiliate's location. The Software Advisor will assist in the preparation of the order and then transmit the order to Microsoft. Microsoft will directly invoice Enrolled Affiliate according to the payment terms stated in the applicable Enrollment. Microsoft may pay fees to Software Advisors and other third parties Microsoft authorizes to assist Enrolled Affiliates in exchange for their advisory services.

   (ii) **Indirect Enrollments.** Orders under an indirect Enrollment must be submitted to an authorized Reseller. The Reseller and Enrolled Affiliate determine pricing and payment terms. Enrolled Affiliate pays the Reseller directly and Microsoft invoices the Reseller, according to the terms in the Enrollment.

3. Licenses for Products.

a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this agreement, the Use Rights and the Product List. Microsoft reserves all rights not expressly granted in this agreement.

b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.

c. **Applicable Use Rights.**

   (i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the Enrollment will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply.

   (ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product List.

d. **Downgrade rights.** Enterprise may use an earlier version of a Product than the version that is current on the effective date of the Enrollment. In that case, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.

e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version

of a licensed Product as soon as it is released, even if Enterprise chooses not use the new version immediately.

    (i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.

    (ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.

f.   **License confirmation.** This agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

g.   **Acquisitions, divestitures, and mergers.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) an acquisition of an entity or an operating division, (2) a divestiture of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a merger including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this agreement.

4. *Making copies of Products and re-imaging rights.*

a.   **General.** Enrolled Affiliate may make as many copies of Products as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this agreement.

b.   **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may (1) use up to 20 complimentary copies of any licensed Products in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60 day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.

c.   **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

    (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.

    (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

    (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.

    (iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product List.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. Transferring and assigning Licenses.

a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer fully-paid perpetual Licenses to:

   (i) an Affiliate, or

   (ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (1) a divestiture of an Affiliate or a division of an Affiliate or (2) a merger involving Customer or an Affiliate.

b. **Notification of License Transfer.** Customer or Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from http://www.microsoft.com/licensing/contracts, and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Customer or Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, the applicable Use Rights, use restrictions, limitations of liability (including exclusions and warranty provisions), and the transfer restrictions described in this section. Any license transfer not made in compliance with this section will be void.

c. **Internal assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. Term and termination.

a. **Term.** This agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

b. **Termination without cause.** Either party may terminate this agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this agreement.

c. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach. If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of the notice, and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Customer within a reasonable period of time, Microsoft may terminate this agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, Customer must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

d. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service in any country or jurisdiction where there is any current or future government requirement or obligation that (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there, (2) presents a hardship for Microsoft to continue operating the Online Service without modification, and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

e. **Program updates.** Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. *Miscellaneous.*

a. **Notices.** Notices, authorizations, and requests in connection with this agreement must be sent by regular or overnight mail or express courier to the addresses and numbers listed on the signature form and in this agreement. Notices will be treated as delivered on the date shown on the return receipt or on the courier confirmation of delivery.

Copies should be sent to:
Microsoft Corporation Legal and Corporate Affairs Volume Licensing Group One Microsoft Way Redmond, WA 98052 USA

Microsoft may provide information about Enrollment deadlines and Online Services by email to contacts provided by Enrolled Affiliate under an Enrollment or through a web site Microsoft identifies. Notice by email is given as of the transmission date.

b. **Management and reporting.** Enrolled Affiliate must provide and manage account details (*e.g.*, contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center web site (or successor site) at https://www.microsoft.com/licensing/servicecenter. On the effective date of this agreement and any Enrollments, the contact(s) Enrolled Affiliate has identified for this purpose will be provided access to this site and may authorize additional users and contacts.

c. **Order of precedence.** In the case of a conflict between any documents in this agreement that is not expressly resolved in those documents, their terms will control in the following order of descending priority: (1) the Master Agreement, (2) this Enterprise Agreement, (3) any Enrollment, (4) the Product List, (5) the Use Rights, (6) orders submitted under this agreement, and (7) any other documents in this agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

d. **Resellers and other third parties cannot bind Microsoft.** Resellers, Software Advisors, and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

e. **Applicable currency.** Any payments made to Microsoft must be in the Microsoft approved currency for the respective locale.

f. **Taxes.** 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, gross receipts, or other transaction taxes, fees, charges, surcharges or other similar taxes, charges or fees, or any regulatory cost recovery and other surcharges that are owed under this agreement and which Microsoft is permitted to collect from Customer. Customer shall also 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 the distribution or provision of Products or professional Services by Customer to its Affiliates. Microsoft shall be responsible for payment of all taxes based on its net income, gross receipts taxes imposed in lieu of taxes on income or profits, or taxes on property ownership.

If any taxes are required to be withheld on payments made to Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority; provided, however, that Customer shall promptly secure and deliver an official receipt for those withholdings and other documents reasonably requested by Microsoft to claim a

foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.