

Get Genuine Windows Agreement for Large Organizations (Indirect) Government

This agreement must be attached to a signature form to be valid.

This Microsoft Get Genuine Windows Agreement for Large Organizations (“Agreement”) is entered into between the entities identified on the signature form.

Entities subject to investigation or legal action authorized by Microsoft for suspected use of unlicensed Microsoft software are prohibited from entering into a Get Genuine Windows Agreement.

This Agreement consists of (1) these terms and conditions and the signature form, (2) the terms of the Microsoft Business Agreement or Microsoft Business and Services Agreement (“Master Agreement”) identified on the signature form, and (3) the Product Use Rights applicable to Products licensed under this Agreement.

A printed copy of all documents contained in the web links provided in this Agreement may be obtained by Customer from its Reseller upon request.

Effective date. The effective date of this Agreement is the date Microsoft accepts this Agreement.

The following license(s) are ordered through this Agreement:

SKU	Description	Country of Use	Quantity	Purchase Order Number
FQC-08150	Windows 8.1 Professional GGWA	Georgia	10000	GOV-GGWA-01

Contact information.

Each party will notify the other in writing if any of the information in the Agreement changes. By providing contact information, Customer consents to its use for purposes of administering this Agreement by Microsoft, its Affiliates, and other parties that help Microsoft administer this Agreement. The personal information Customer provides in connection with this Agreement will be used and protected according to the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact information.** The Customer signing on the signature form must identify an individual from inside its organization to serve as the primary contact. This contact is the default online administrator for this Agreement and receives all notices unless Customer provides Microsoft written notice of a change. The online administrator may appoint other administrators and grant others access to online information.

Name of entity (must be legal entity name) LEPL Financial Analytical Service, Ministry of Finance of Georgia

Contact name: First Vazha Last Goginashvili

Contact email address (required for online access) vgoginashvili@mof.ge

Street address 16 Gorgasali Street

City Tbilisi

Postal code 0114

Country Georgia

Phone +995577051020

Tax ID

- b. **Language preference.** Select the language for notices. English
- c. **Microsoft account manager.** (if applicable) Provide the Microsoft account manager contact for this Customer.

Microsoft account manager name David Asatiani
Microsoft account manager email address Davasat@microsoft.com

- d. **Reseller information.**

Reseller company name UGT
Street address (no PO boxes accepted) 17a, Chavchavadze Ave
City Tbilisi
Postal code 0179
Country Georgia
Contact name George Maisuradze
Phone +995322220505
Contact email address george.maisuradze@ugt.ge

The undersigned confirms that the information is correct.

Name of Reseller UGT
Signature 
Printed name George Maisuradze
Printed title Director
Date 30.01.2015

Changing a Reseller. If the Customer or the Reseller chooses to discontinue doing business with each other, Customer must choose a replacement. If Customer intends to change Reseller, it must notify Microsoft and the current Reseller in writing on a form provided by Microsoft at least 30 calendar days prior to the date on which the change is to take effect. The change will take effect 30 calendar days from the date of Customer's signature on the form.

- e. **Distributor information (if applicable).**

Distributor company name
Street address (no PO boxes accepted)
City
Postal code
Country
Contact name
Phone
Contact email address

Terms and Conditions

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1. Definitions.

In this Agreement, the terms "Affiliate," "Ownership," "Product," "Product List," "run" and "use" have the meanings given to them in the Master Agreement. In addition, the following definitions apply:

"Customer" means the entity that has entered into this Agreement;

"Desktop" means a personal computer that meets the minimum technical specifications to run any Product available under this Agreement. Desktops are not (1) servers, (2) computers running only specialized line-of-business software or (3) systems running embedded operating systems;

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement and its Affiliates; and

"Reseller" means a large account Reseller authorized by Microsoft to resell licenses in the Customer's Geographical Region under this program.

2. How the Microsoft Get Genuine Windows program works.

The Microsoft Get Genuine Windows program allows Customer to acquire, in a one-time, single order, licenses to the full version of the Microsoft Windows Desktop operating system for all of Customer's and its Affiliates' existing Desktops that require proper licenses. Customer may order such licenses for itself and/or its Affiliates. Once this Agreement is signed and Microsoft has processed it, Customer will receive confirmation of the licenses Customer acquires under this Agreement. Microsoft reserves the right to audit Customer's and its Affiliates' compliance with the terms of this Agreement. Product support is not included with the licenses under this Agreement. No refunds or returns are allowed.

Orders under this Agreement will be made out to and submitted to Customer's Reseller. Microsoft will invoice that Reseller (through a distributor if applicable) according to the terms of this Agreement. Reseller and Customer will determine the Customer's actual price and payment terms.

3. Acquiring new additional Desktops.

Customer agrees that all Desktops it acquires after the effective date of this Agreement will be acquired with a full and genuine version of a desktop operating system. If Customer acquires Desktops without the full version of the Microsoft Windows Desktop operating system through a merger or acquisition, Customer agrees to contact Microsoft promptly to obtain approval for acquiring licenses to the full version of the Microsoft Windows Desktop operating system for such Desktops under this Agreement.

Subject to Customer's compliance with Section 2 and this Section 3 of this Agreement, Microsoft agrees to release and discharge Customer and its Affiliates from any and all claims arising out of Customer and its Affiliates' acquiring licenses to the full version of the Microsoft Windows Desktop operating system for its Desktops under this Agreement.

Customer may acquire Software Assurance for Windows Desktop operating systems in the Select, Open and Open Value (non Company-wide) license programs within 90 days from the date the licenses are acquired under this Agreement.

4. *How to confirm orders.*

Microsoft will provide Customer with an electronic notification confirming its order. Upon Microsoft's acceptance of this Agreement, the contact identified for this purpose will receive the electronic notification.

5. *License grant.*

- a. **License grant.** Provided Customer has fully paid for all required licenses, it and its Affiliates may use the Product acquired under this Agreement as permitted in the Product Use Rights. Notwithstanding anything to the contrary in the Product Use Rights, Customer may run any prior version or a different language version of the Product, so long as, in the case of a different language version, the license for that different language version is available at the same price as, or a lower price than, the language version of the Product acquired under this Agreement.
- b. **U.S. export jurisdiction.** Products and Fixes are subject to U.S. export jurisdiction. For additional information, see <http://www.microsoft.com/exporting>.

6. *Transferring license.*

- a. **Right to transfer.** Customer may transfer fully-paid perpetual licenses to (1) an Affiliate or (2) an unaffiliated third party in connection with a divestiture of an Affiliate or an operating division of Customer or one of its Affiliates, a merger or a consolidation. To do so, the Customer must complete and send to Microsoft a transfer notice in a form which can be obtained from <http://www.microsoft.com/licensing/contracts> before the transfer. All other transfers require Microsoft's prior written consent. Guidance on what types of transfers are permissible can be found at <http://www.microsoft.com/licensing/contracts>. No license transfer will be valid unless Customer provides to the transferee, and the transferee accepts in writing, the applicable Product Use Rights, use restrictions, limitations of liability, and the transfer restrictions described in this section. Any transfer not made in compliance with this section will be void. The resale of licenses, including any transfer by Customer or its Affiliate with a primary purpose to enable the transfer of those licenses to an unaffiliated third party, is expressly prohibited.
- b. **Certain transfers not permitted.** The Customer may not transfer any of the following:
 - (i) Licenses from one Desktop to another Desktop (a license is only valid on the Desktop to which it is first assigned);
 - (ii) Licenses on a short-term basis (90 calendar days or less); or

7. *Miscellaneous.*

- a. **Notices to Microsoft.** Notices, authorizations, and requests in connection with this Agreement must be sent by regular or overnight mail, express courier, or fax 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 or fax confirmation of delivery.

Copies should be sent to:

Microsoft Corporation
Legal and Corporate Affairs
Volume Licensing Group
One Microsoft Way
Redmond, WA 98052
USA
Via Facsimile:(425) 936-7329

- b. **Order of precedence.** In the case of a conflict between any documents identified on the first page that is not resolved expressly in the documents, their terms will control in the following order: (1) the terms and conditions of the Master Agreement; (2) these terms and conditions and the accompanying signature form; and (3) the Product Use Rights.
- c. **Resellers and other third parties cannot bind Microsoft.** Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- d. **Applicable currency.** Payments Customer makes under this Agreement must be in the approved currency for the respective locale. For details, please see: <http://www.microsoft.com/licensing/contracts>.

