

Qualifying Government Entity Addendum

This Qualifying Government Entity Addendum modifies the terms of the Select or Select Plus ("Agreement") or Enterprise or Enterprise Subscription Agreement ("Agreement") as follows:

1. *The following definition is added:*

"Eligible Entity" means a public sector entity that meets the criteria set out at <http://www.microsoft.com/licensing/contracts> in the document entitled "Microsoft Government Eligibility Definition."

2. *The definitions of "Customer" and "Affiliate" are amended as follows:*

When used in this Agreement or Enrollment, as applicable, "Customer" refers to the Eligible Entity that signs this Agreement/Enrollment with Microsoft, and the definition of "Affiliate", as set forth in the Master Agreement, is modified to include only Eligible Entities located in the same country as the Eligible Entity signing this Agreement/Enrollment, as applicable, with Microsoft.

3. *The Minimum Order requirements section of the Agreement is amended as follows:*

Notwithstanding anything to the contrary in the Agreement, an Eligible Entity's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices, and its initial order must include at least 250 Licenses in a single Product pool for Enterprise Products or Enterprise Online Services. If no Enterprise Product is ordered, an Eligible Entity need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

4. *The following pricing provision is added:*

Customer represents that Customer and Customer's Affiliates are Eligible Entities. As an Eligible Entity, Customer may receive price level D for all Products and pools under this Agreement/Enrollment, as applicable.

5. *The following "Mid-term Cancellation for Non-appropriation of Funds" provision is added:*

Termination of Enrollment – non-appropriation of funds. Subject to the provisions in the Section titled "Effect of termination or expiration," a Customer or an Enrolled Affiliate may terminate an Agreement or Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated for such purpose.

Effect of termination. Upon termination of any Enrollment, the Enrolled Affiliate must order Licenses for all copies of Products it or its Affiliates have run under its Enrollment for which the Enrolled Affiliate has not previously submitted an order. Except as provided in the next paragraph, in the event of termination, all unpaid installments of the purchase price for any Licenses will immediately become due and payable, and the Enrolled Affiliate will be entitled to perpetual Licenses only after all such payments have been made.

Early termination. If Customer or Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds of Customer or Enrolled Affiliate, then Customer or the Enrolled Affiliate will have the following options:

- a. It may immediately pay the total remaining amount due, including all installments, in which case the Enrolled Affiliate will have perpetual Licenses for all copies of the Products it has ordered, or

- b. It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for (1) all copies of all Products for which payment has been made in full, and (2) the number of copies of Products it has ordered (including the latest version of Products ordered under SA coverage in an initial or renewal term) for which payment has been made in installments that is proportional to the total of payments made versus total amounts due if the early termination had not occurred.

6. *Where “Extended Term” is available for eligible Online Services, the following is added:*

Enrolled Affiliate will not automatically have an Extended Term. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate may submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.

7. *The following provision is added:*

Natural Disaster. In the event of a natural disaster, Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.

8. *The following “Over-assignment provision” is amended:*

The Over-assignment provision does not apply to Government customers.



Legal Review