

Custom Enterprise Subscription Enrollment State and Local

Enterprise Subscription Enrollment number <i>(Microsoft to complete)</i>	<input type="text"/>	Framework ID <i>(if applicable)</i>	<input type="text" value="NYSOGS-003"/>
Previous Enrollment number <i>(Reseller to complete)</i>	<input type="text"/>		

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

This Microsoft Enterprise Subscription Enrollment is entered into between the entities identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants that it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement on the signature form.

This Enrollment is governed by the Microsoft Business Terms (MBT), the Microsoft Enterprise agreement and the terms and conditions there in. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement and the MBT.

If there is a capitalized term in this Enrollment that is not defined elsewhere in the associated Microsoft Business Terms Agreement (MBT) and there is a definition of the capitalized term at the following link, the definition at the link will apply: <http://www.microsoft.com/licensing/contracts>. In the event there is language in the definition at the link which conflicts with OGS Contract No. PM69723, the language of OGS Contract No. PM69723 will control.

Effective date. If Enrolled Affiliate is renewing Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first Enrollment or Agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Product order. The Reseller will provide Customer with Customer’s Product pricing and order. Prices and billing terms for all Products ordered will be determined by agreement between Customer and the Reseller. The Reseller will provide Microsoft with the order separately from this Enrollment.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the MBT. The following definitions also apply:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a

Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (e.g., personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g., a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (e.g., email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reserved License" means for an Online Service identified as eligible for annual orders in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

“Subscription License” means, for purposes of this Enrollment, a fixed term license that expires when the Enrollment expires or is terminated, unless the buy-out option is exercised. Any License ordered under this Enrollment is a Subscription License, even if it is otherwise designated on a purchase order.

“Tribal Entity” means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

2. Order requirements.

- a. Minimum order requirements.** Enrolled Affiliate’s Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Subscription Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise Commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the license type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate’s use of that Product during that term.
- d. Country of usage** will be the United States.
- e. Resellers.** Enrolled Affiliate must utilize the awarded Reseller of the Microsoft Aggregate Buy to place orders pursuant to the Microsoft Aggregate Agreement. Enrolled Affiliate will acquire its Licenses through the awarded Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The price and payment terms for all Orders will be as set forth in the current Aggregate Agreement, and Microsoft will invoice the Reseller based on those terms. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
 - (ii) Adding Licenses for previously ordered Products.** Additional quantities of Additional Products other than Online Services may be used at any time provided an order is placed in the month the Product is first used. Enrolled Affiliate must purchase all Licenses for Online Services prior to use unless the Online Services are (1) identified as eligible for the annual order process in the Product Terms or (2) included as part of other Licenses.
- g. Annual order requirements.** Enrolled Affiliate must submit an annual order that accounts for any changes since the initial order or last annual order.

- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the annual order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must order Licenses for any quantities used that are not already covered by existing Licenses.
- (iii) **Online Services.** For Online Services identified as eligible for annual orders in the Product Terms, Enrolled Affiliate may place a reservation order for additional Licenses prior to use. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered, as well as proactively for the following year (if applicable).
- (iv) **Subscription License Reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis as follows:
 - 1) For Enterprise Online Services and Enterprise Products, Licenses can be reduced, as long as the initial order minimum requirements are maintained.
 - 2) For Additional Products, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- (v) **Device-based and user-based Licenses.** At each Enrollment anniversary date, if Enrolled Affiliate ordered device-based Licenses in the prior year, it may instead order user-based Licenses or vice versa, provided the Product is available on both a device and user basis in the Use Rights.
- (vi) **Annual order period.** The annual order must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The third year anniversary annual order is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may order more often than at each Enrollment anniversary date except for Subscription License reductions.
- (vii) **Late annual order.** If the annual order is not received when due:
 - 1) Microsoft will invoice Reseller for the following year for (1) the quantity of Subscription Licenses ordered in the prior year and (2) Reserved Licenses in excess of the quantity previously invoiced and
 - 2) License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For Enterprise Products and Online Services eligible for the annual order process, if step-up Licenses are included on an initial order, Enrolled Affiliate may order according to the annual order process.
 - (ii) For Additional Products (and Enterprise Products and Online Services eligible for the annual order process but not included on an initial order), Enrolled Affiliate may step-up by following the process described in the Section titled "Adding Licenses for previously ordered Products."
- i. **Buy-out option.** Enrolled Affiliate may buy out Subscription Licenses acquired under this Enrollment for Products other than Online Services (if permitted) and acquire perpetual Licenses for the latest version of the Product as of the Expiration Date by placing an order for such Licenses at the buy-out price indicated on the Customer Price Sheet. Microsoft must

receive the buy-out order no more than 30 days prior to the Expiration Date. The Expiration Date will be the invoice date for the buy-out order. The buy-out order must include Subscription Licenses for: (1) Qualified Devices and Qualified Users added during the final year of the Enrollment term; and (2) any Additional Products used by Enrolled Affiliate for which it has not yet placed an order; and (3) either or both of the following:

- (i) For all Enterprise Products that allow buy-out, the number of perpetual Licenses equal to the total number of Enrolled Affiliate's current Qualified Devices or Qualified Users for such Products, and/or
 - (ii) For Additional Products, the number of perpetual Licenses Enrolled Affiliate elects to obtain.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the MBT.

3. **Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment. Price Level are set forth in the Product Selection Form.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by the awarded Reseller of the Microsoft Aggregate Agreement, as set forth in the Aggregate Agreement pricing. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, as long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. **Payment terms.**

Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of each order. Annual orders will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date, after receiving each annual order.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. 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 renewal.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Subscription Licenses buy-out.** Enrolled Affiliate may elect to obtain perpetual Licenses as described in the Section titled "Buy-out option" for Licenses in which a buy-out is available.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

- 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month (“Extended Term”) is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.
- (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed, and Enrolled Affiliate’s Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the “Termination for cause” section of the Enterprise Program Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
 - e. **Early termination.** Any early termination of this Enrollment will be subject to the “Early Termination” section of the Enterprise Agreement.

6. **Government Community Cloud.**

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate’s license(s) for Government Community Cloud Services. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate's organization includes.

Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates.

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: <Choose One>

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes.

Name of entity (must be legal entity name)*

Contact name* First Last

Contact email address*

Street address*

City*
State/Province*
Postal code* -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country*
Phone*
Tax ID
Work or School (WSA) Account ID
** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to an annual order.

Same as Primary Contact (default if no information is provided below, even if box is not checked)

Contact name* First Last
Contact email address*
Street address*
City*
State/Province*
Postal code* -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country*
Phone*
Work or School (WSA) Account ID

Language preference. Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to an annual order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last
Contact email address*
Phone*
Work or School (WSA) Account ID

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

Reseller company name*
Street address (PO boxes will not be accepted)*
City*
State/Province*
Postal code*
Country*
Contact name*
Phone*
Contact email address*

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____
Printed name*
Printed title*
Date*

** indicates required fields*

Changing a Reseller. This section is intentionally omitted and is included in Section 1.4 of the associated MBT.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the Notices Contact and Online Administrator remains the default.*
 - (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

4. Data Categorization for Lot 3 Cloud.

The requirement for Data Categorization is described in the Manufacturers Umbrella Contract at Section 2.1.3 Lot 3 Cloud. Pursuant to Section 63B of Appendix B Limitation of Liability for Lot 3 - Cloud, Microsoft's maximum aggregate liability is determined in part by the categorization of the Customer Data to be stored in the Microsoft Cloud: Low Risk, Moderate Risk or High Risk. Select the Data Categorization of Customer Data. This selection will apply for the term of this Enrollment.

- Low Risk Data:
- Moderate Risk Data:
- High Risk Data: