

## Contract Documents

Agreement Number

Proposal ID

000-dbeale-s-610

### Microsoft Custom Business Agreement Custom Terms CTM

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## Appendix 1 - Microsoft Business Terms Agreement (For Microsoft Aggregate Agreement 24-02)

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The New York State Office of General Services (“OGS”) is seeking best and final quotes from qualified Resellers of the OGS Group 73600 Award 22802 Information Technology Umbrella Contract – Manufacturer Based (Statewide) Contract PM69723 and all amendments and addenda thereto (“Contract”) for a Request for Quotes in which the Microsoft Business Terms Agreement set forth below is incorporated (collectively referred to as “RFQ”), to acquire the Microsoft software and online services as specified in the RFQ. The responding party’s submission (“Bid”) shall be deemed subject to the terms of the Contract and RFQ. The award made from the RFQ shall be referred to as the Microsoft Aggregate Agreement 24-02 (“Aggregate Agreement”). The resulting Aggregate Agreement terms shall apply to all new and renewal Enrollments/Affiliate Registration Forms (ARFs) established pursuant to the Aggregate Agreement under Contract PM69723. Migrated Enrollments/ARFs are not included in the RFQ or resulting Aggregate Agreement (see Microsoft Business Terms Agreement Section 2.6 - Appendix B Additional Or Alternative Terms herein for additional information regarding Migration Enrollments/ARFs).

The defined terms in the Microsoft Business Terms shall have the same meanings as set forth in the Contract unless otherwise specified herein.

This Microsoft Business Terms Agreement (hereinafter “MBT”) is made between the New York State Office of General Services (hereinafter “OGS”), and Microsoft Corporation (hereinafter “Microsoft”), OGS and Microsoft are collectively referred to as the “Parties.”

## PART 1. SCOPE OF MICROSOFT BUSINESS TERMS AGREEMENT

### NYS Comptroller Approval and Effective Date.

In accordance with Section 112 of the State Finance Law, this MBT Agreement, or results of the RFQ shall not be valid, effective, or binding upon the State until the Aggregate Agreement resulting from the RFQ has been approved by the Office of the New York State Comptroller ("OSC"). The effective date of the Aggregate Agreement will be the date of OSC approval. Purchase Orders or other procurement transactions issued pursuant to the approved Aggregate Agreement may also be subject to OSC approval.

The Aggregate Agreement, once approved, is filed with OSC as a Centralized RFQ under the OGS Microsoft Manufacturer Umbrella Contract PM69723.

**1.1 Scope.** The MBT, the attached Program Agreements, Enrollments, Affiliate Registration Form and other associated documents, establish the overall licensing and purchase framework and the applicable terms and conditions for acquisition and use of Microsoft software and online services. Under the Program Agreements for Microsoft licensing, Authorized Users may license Products by entering into Enrollments/ARFs and placing orders with the awarded Reseller for the Aggregate Agreement. The actual Products and Services available for acquisition by an Authorized User will be set forth in the RFQ and resulting Aggregate Agreement.

Microsoft asserts, and OGS acknowledges that, for Lot 1 (Software) and Lot 3 (Cloud), (1) no direct payment shall be made by an Authorized User directly to Microsoft under the Aggregate Agreement, and (2) Microsoft does not engage in direct sales of its Products and Services with an Authorized User under Lot 1 and Lot 3 pursuant to the MBT.

**1.2 Acquiring Microsoft Product and Payments/Pricing.** For Lot 1 and Lot 3, an Authorized User will acquire Microsoft Products and Services pursuant to the terms and conditions of the Contract, the Aggregate Agreement which incorporates the terms of the MBT, the Program Agreements, Enrollments, Affiliate Registration Form, and any other documents agreed upon in the Authorized User Agreement.

**1.2.1 Microsoft Pricing to Resellers.** For Microsoft Volume Licensing, the price levels which Microsoft will use to invoice the Reseller who sell Products pursuant to the terms of the Aggregate Agreement are as follows:

- For State and Local Government Enrolled Customers under the Enterprise Agreement and the Select Plus Program Agreement, price level will be Level D.
- For Education Enrolled Customers under the Academic Select Plus Agreement, price level will be level A.
- For Education Enrolled Customers under the Campus and School Agreement, price levels will vary according to the number of Education Qualified users and Student users. Education Enrolled Customers may purchase Education Platform Products and Additional Products.

There is no price level for Additional Products (i.e. there is only one price point for each Additional Product). The following are the Education price levels for Education Platform Products:

Education Qualified User Option		
Organization Wide Count	Student Count	Price level (Only Applicable For Education Platform Products)
250	250	A
3,000	3,000	B
10,000	10,000	C
25,000	25,000	D

Microsoft's prices for Resellers for each Product or Service ordered under an Enrollment (Enterprise Enrollment, Enterprise Subscription Enrollment, Enterprise Server and Cloud Enrollment or Enrollment for Education Solutions) will be fixed throughout the applicable Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal Enrollment term.

**1.3 Placing Orders.** Orders under an Enrollment or Affiliate Registration Form will be made to the Reseller awarded the Aggregate Agreement resulting from the RFQ. The results of the RFQ financial evaluation will determine the Enrolled Customer's actual price.

Enrolled Customer may order Licenses and Online Services that are available under the Program Agreements and in scope for the Aggregate Agreement by placing Orders with the awarded Reseller of the Aggregate Agreement. The price and payment terms for all Orders will be as set forth in the Aggregate Agreement, Enrollments, and ARFs. When placing orders, an Enrolled Customer must specify the following information if applicable, as indicated on each Enrollment or ARF:

- a. country or countries where the Enrolled Customer will use the Products
- b. Enrolled Customer's Data Categorization (see Aggregate Agreement How to Use for additional information)

Microsoft may refuse to accept an Order if it has a business reason to do so, including but not limited to omission of the required information listed in this section.

#### **1.4 Change of Reseller.**

- Change of Reseller can be made during the Aggregate Agreement term if the awarded Reseller will no longer be a Reseller for Microsoft under the Contract, or if awarded Reseller fails to continue to meet the Reseller requirements of the RFQ.
- The need for a change of Reseller during the Aggregate Agreement term requires adequate notice by either Party of the need for the change.
- A change of Reseller may require a new competitive RFQ to be issued by OGS. OGS reserves the right, at its discretion, to award to the Bidder with the next highest Final Cost Proposal Score from RFQ 24-02 that is willing to accept an Aggregate Agreement award without rebidding.
- For new RFQs, a change of Reseller will be made effective upon OSC approval of the new Aggregate Agreement.
- All new billings will be based on the new Reseller's Aggregate Agreement Price List.
- A change of Reseller will not result in changes to the MBT, Program Agreements, Enrollments and Affiliate Registration Forms or other associated documents.
- In the event of a change of Reseller, Microsoft will work with new Reseller to ensure they receive all applicable Program Agreements, Enrollments and Affiliate Registration Forms from former Reseller.
- All billings due will be paid/issued to the previous Reseller if they are due prior to the effective date of the new Aggregate Agreement.
- All billings due will be paid/issued to the new Reseller if they are due on or after the effective date of the new Aggregate Agreement.
- This section is not applicable to change of Reseller for migrations from another contract.

**1.5 Indefinite Delivery/Indefinite Quantity.** To the extent applicable, Microsoft acknowledges that the Aggregate Agreement will be an indefinite delivery/indefinite quantity ("IDIQ") award. For purposes of clarity, an IDIQ award is expressly agreed and understood to be made for only the quantities, if any, actually ordered during the term thereof by Authorized Users and that no guarantee to Microsoft or its Resellers of any quantity of orders or sales of its Products is implied or given.

**1.6 Amendments to the Aggregate Agreement Documents.** OGS may not unilaterally make any material revisions, changes and/or updates to the Aggregate Agreement, MBT, or other Aggregate Agreement documents.

The Aggregate Agreement, MBT, Program Agreements, Enrollments, Affiliate Registration Forms and other attachments may be amended at the mutual agreement of the Parties, and may be subject to OSC approval.

**Program Updates:** Microsoft may make material changes to a program that will make it necessary for Customer to enter into a new Program Agreement or for an Enrolled Customer to enter into a new Enrollment at the time of an Enrollment renewal. Any new Program Agreements or Enrollments/ARFs to be used for this purpose shall be mutually agreed upon by Microsoft and OGS and added to the Aggregate Agreement through an amendment before being presented to an Affiliate or Enrolled Customer. Microsoft may correct clerical errors in the Program Agreements or Enrollments/ARFs by providing notice by email to OGS of the correction. Clerical corrections shall not require a formal amendment to the Aggregate Agreement and shall be deemed incorporated in the Aggregate Agreement as of the date of OGS notification of acceptance of the correction to Microsoft.

If Microsoft requests amendment or correction of a Program Agreement, Enrollment or Affiliate Registration Form and the Parties do not reach mutual agreement, such amended or corrected Program Agreement, Enrollment or Affiliate Registration Form cannot be used for purchases made pursuant to the Aggregate Agreement.

During the term of the Aggregate Agreement, OGS reserves the right to consider amendments which are not specifically covered by the terms of the Contract but are judged to be in the best interest of the State of New York. OGS, an Authorized User, or Microsoft may suggest amendments. The Parties agree to work cooperatively to discuss any amendments, which may include addressing changes in law, regulation, security policy or changes in Microsoft's business model. OGS may request amendments by notifying Microsoft's Contract Administrator, and Microsoft and Authorized Users may request amendments by contacting the OGS Contract Manager for the Aggregate Agreement.

Microsoft agrees to assist OGS in maintaining the "How to Use" and "Frequently Asked Questions" documents for Authorized Users to consult in using the Aggregate Agreement. The Aggregate Agreement acknowledges the right of OGS to non-materially revise, or direct that non-material revisions be made by Microsoft, to the "How to Use" and "Frequently Asked Questions" documents and Microsoft shall fully comply with such directives. Such revisions shall not require a formal amendment to the Aggregate Agreement, and they shall be deemed incorporated in the Aggregate Agreement as of the date of OGS notification to Microsoft.

## **1.7 Out-of-Scope Work and Products**

The Parties agree that the following products and services are expressly excluded from the scope of the MBT, the RFQ, the Aggregate Agreement, and any Authorized User Agreements:

- Lot 1 – Software Products or Product types expressly excluded in the RFQ or Aggregate Agreement
- Lot 3 – Cloud Products not expressly included in the RFQ or Aggregate Agreement
- All Lot 2 – Hardware Products (including hardware bundled with software)
- All Lot 4 – Implementation Products and Services
- Any Product not expressly included in either Lot 1 (Software) or Lot 3 (Cloud) price list
- Consulting services, which include deliverable and hourly-based
- Technical support services, other than technical support services included with the purchase of the product or service
- Pre-Packaged Software Maintenance/Support for Microsoft's Proprietary Product line
- Supplies
- Development or customization work
- Public works or building services work
- Remanufactured, recycled, recyclable or recovered materials

**1.8 Definitions.** The terms used in the MBT, RFQ and documents included in the Aggregate Agreement shall be defined in accordance with Contract PM69723 (Section 2.5 Glossary) and Contract

PM69723, Appendix B (Section 2 Definitions). In addition, the following definitions shall apply. Additional definitions are set forth in the Enrollments, and Affiliate Registration Forms.

**“Affiliate”** (which for purposes of all documents within the Aggregate Agreement shall define the scope of Authorized Users purchasing hereunder) means:

- A. with regard to Customer:
  - i) any New York government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;
  - ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of New York and located within New York state jurisdiction and geographic boundaries; and
  - iii) any other entity in New York expressly authorized by the laws of New York to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates.
- B. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.
- C. For the purpose of Academic Program Agreements, Affiliate shall have the following definition:
  - 1) If Institution is a non-public entity, then, with regard to Institution, "Affiliate" means any Qualified Educational User (as defined in the Qualified Educational User Definition) that controls, is controlled by, or is under common control with Institution.
  - 2) If Institution is a public entity, then, with regard to Institution, "Affiliate" means, any Qualified Educational User that is:
    - (i) within the administrative control or supervision of Institution, or
    - (ii) expressly authorized by Institution to purchase as its affiliate.
    - (iii) with regard to Microsoft, any entity that controls, is controlled by, or is under common control with Microsoft.

For purposes of this definition, except with regard to hospitals, healthcare systems, and research laboratories (collectively, “Healthcare Institutions”), “control” means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity. For Healthcare Institutions, “control” means that Institution is the sole owner of the Healthcare Institution or the only entity with the power to direct the management and policies of the Healthcare Institution’s day-to-day operations.

**“Affiliate Registration Form (ARF)”** means either the Government or Academic Select Plus Affiliate Registration incorporated in Addendum C which may be executed by the Registered Affiliate and contains terms and conditions that apply solely to the Affiliate Registration Forms. The ARF is included in the Purchase Terms.

**“Authorized User”** when used in this document shall mean the same as “Enrolled Customer” as defined below.

**“Authorized User Agreement”** means the Purchase Order issued by the Authorized User to the awarded Reseller of the RFQ, together with the Contract, the Aggregate Agreement including the MBT all attachments and appendices thereto, and Enrolled Customer’s Enrollment or Affiliate Registration Form.

**“Customer”** (1) when used in this document, “the State of New York”; (2) when used in the Enterprise Agreement Program Agreement State and Local, the Select Plus License Program Agreement State and Local, and the Academic Select Plus Agreement, “the State of New York ”; (3) when used in the Enterprise Enrollment, Enterprise Subscription Enrollment, Server and Cloud Enrollment, and the Select Plus Affiliate Registration Form, the “Enrolled Customer” as defined below; and (4) when used in the Product Terms and the Online Services Terms, the “Enrolled Customer” as defined below.

**“Customer Data”** means all data, including all text, sound, video, software, or image files that are provided to Microsoft by, or on behalf of, Enrolled Customer through Enrolled Customer’s use of the Online Services. Log files and telemetry and other information generated by Microsoft are not Customer Data. However, all data (including all text, sound, video, software, or image files that are provided to Microsoft by, or on behalf of, Enrolled Customer through Enrolled Customer’s use of the Online Services) that is within such log files or telemetry information will at all times be protected by Microsoft pursuant to the terms and conditions of this MBT and will not be shared with third parties without the express permission of the Enrolled Customer.

**“Education Qualified User”** means an employee or contractor (except Students) who accesses or uses an Education Platform Product for the benefit of the Institution.

**“Enrolled Affiliate”** see **“Enrolled Customer”**

**“Enrolled Customer”** means an Affiliate that has entered into an Enrollment or Affiliate Registration Form. Please note that an Enrolled Customer could be referred to as an Enrolled Affiliate or Registered Affiliate in the Program Agreements, Enrollments and Affiliate Registration Forms, or as a Participant in the Consortia Amendment to the Campus and School Agreement.

**“Enrollment”** means any of the following documents in Addendum C that the Enrolled Customer submits under a Volume Licensing Program Agreement (Enterprise Agreement or Campus Agreement) to place orders for Products:

- Enterprise Agreement State and Local Program Agreement,
  - Enterprise Enrollment State and Local,
  - Enterprise Subscription Enrollment State and Local,
  - Server and Cloud Enrollments State and Local.
- Campus and School Agreement (CASA) Program Agreement
  - Enrollment for Enterprise Solutions (EES)

An Enrollment is included in the Purchase Terms.

**“Enterprise”** shall have the meaning as defined in Appendix B, Section 2, paragraph I, which for purposes of this Agreement means a New York Authorized User and the Affiliates it chooses on its Enrollment to include in its enterprise.

**“Fixes”** means Product fixes, Error Corrections, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Enrolled Customer to address a specific issue.

**“Government Community Cloud Services”** means Microsoft Online Services that are provisioned in Microsoft’s multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

**“Hotfixes”** means a Fix that Microsoft makes available to a specific Authorized User (pursuant to a professional services agreement) to address a specific problem that is unique to said Authorized User. Sometimes Microsoft makes the hotfix available to other customers if they report the same problem. If a large number of customers report the same problem, the hotfix can get elevated to a General Distribution Release (Service Pack).

**“Institution”** means the entity that is (1) a Qualified Educational User (as defined in Section 4.3, Addendum D of this document, Qualified Educational User Definition) as of the effective date of this MBT Agreement that has entered into a Campus and School Agreement or Academic Select Plus Agreement with Microsoft or (2) an Affiliate of Institution that has entered into an Enrollment under a Campus and School Agreement or an Affiliate Registration Form under an Academic Select Plus Agreement. If Institution is a school district, “Institution” includes all participating schools in the same district.

**“Lead Affiliate”** means the primary registrant under the Select Plus Program Agreement.

**“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.

**“Licensed Period”** means the period of time beginning on the effective date specified in the Enrollment and continuing for the period of time specified in the Enrollment.

**“L&SA”** means a License and Software Assurance for any Product ordered.

**“Licensing Site”** or **“Volume Licensing Site”**, means <http://www.microsoft.com/licensing/contracts> or a successor site.

**“Microsoft”** means the Microsoft Affiliate that has entered into this Contract, Agreement or Enrollment as applicable

**“Microsoft Links”** Microsoft technical services descriptions and program documentation outlined in the Use Rights (which consist of the Microsoft Product Terms, Microsoft Product and Services Data Protection Addendum (DPA), and Service Level Agreements (SLA)), and any other Microsoft link referenced within the Aggregate Agreement.

**“NYS Holidays”** refers to the legal holidays for State Employees in the Classified Service of the Executive Branch, as more particularly specified on the website of the NYS Department of Civil Service. The Calendars of Legal NYS Holidays is available at [New York State Legal Holidays \(ny.gov\)](http://www.nys.gov/legal-holidays).

**“Net Reseller Cost”** means the confidential price Microsoft charges its Reseller(s) for a SKU.

**“Online Service”** means the Microsoft-hosted services identified in the Online Services section of the Product Terms, and for which certain applicable terms are included in the Online Services Terms.

**“Online Services Terms”** means the additional terms that apply to Enrolled Customer’s use of Online Services published on the Licensing Site and updated from time to time.

**“Order”** means the document Customer or Customer’s Affiliate submits under this Agreement to order Licenses or Services.

**“Organization”** means the organization Institution defines in its Enrollment.

**“Personally Identifiable Information (PII)”** means any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

**“Product”** shall have the meaning in Appendix B, Section 2, sub-section t when used in the MBT, the RFQ, Aggregate Agreement, Program Agreements, Enrollments, Affiliate Registrations and other documents in an Authorized User Agreement. In the Microsoft Product Terms, Product means all products identified in the Product Terms such as all Software, Online Services and other web-based services, including pre-release or beta versions. For the avoidance of doubt, the RFQ, Aggregate Agreement, and any Authorized User Agreement will only include Products as defined in Appendix B, Section 2, sub-section t that have been 1) added to Microsoft’s contract PM69723, Appendix E, NYS Contract Price List for Lot 1 or Lot 3, and 2) that are categorized as in scope for acquisition under the Aggregate Agreement.

**“Product Terms”** means the document published by Microsoft from time to time at <http://www.microsoft.com/licensing/contracts>, or a successor site which describes the availability of Products through the Microsoft Volume Licensing Programs (previously conveyed through the Product List), as well as the use rights for software Products published by Microsoft from time to time on the Licensing Site.

**“Program Agreements”** means any of the following documents in Addendum C which may be executed by the Customer and contain terms and conditions that apply solely to Enrollments and Affiliate Registration forms made pursuant to Microsoft’s License programs to which they apply

- Enterprise Agreement Program Agreement
- Select Plus Agreement Program Agreement, (State and Local)
- Academic Select Plus Program Agreement
- Campus and School Agreement Program Agreement

Program Agreements are included in the Purchase Terms.

**“Purchase Terms”** collectively mean the Microsoft Business Terms, the Use Rights (as defined below and which consist of the Microsoft Product Terms, Microsoft Product and Services Data Protection Addendum (DPA), and Service Level Agreements (SLA)), Program Agreements, Enrollments, Affiliate Registrations, and other relevant Microsoft licensing documentation.

**“Qualifying Contract,”** means (1) an Enterprise Enrollment under a separate Microsoft Enterprise Agreement; (2) any Enterprise Subscription Enrollment entered into under a Microsoft Enterprise Agreement, or (3) a Select Agreement. Only agreements entered into by a Registered Affiliate may constitute a Qualifying Contract.

**“Qualified Desktop”** means any device that is used for the benefit of Institution’s organization or by or for the benefit of Students enrolled in Institution’s organization and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Professional locally (in a physical or virtual operating system environment) or (2) a device used to access a virtual desktop infrastructure (“VDI”). Qualified Desktops 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 managed (as defined in the Product Terms at the start of the applicable term) by Institution’s organization.

**“Registered Affiliate”** means an entity, either Customer or any one of Customer’s Affiliates, identified on an Affiliate Registration Form that has been accepted by Microsoft and has submitted an Order under this Agreement.

**“Service Level Agreement”** means the document specifying the standards Microsoft agrees to adhere to and by which it measures the level of service for an Online Service. The Service Level Agreement applicable to an Authorized User’s use of an Online Service is the one posted to the Licensing Site at the time such Authorized User initiates or renews its subscription License, in accordance with the terms and conditions therein. The Service Level Agreement is published on the Volume Licensing Site.

**“Software”** shall have the meaning outlined in the Contract PM69723 and the context of a Volume License Program Agreement means licensed copies of Microsoft software identified in the Microsoft Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

**“Software Assurance”** means an annuity offering that provides new version rights and other benefits for Products as described in the Product Terms.

**“Software Updates”** means additional or replacement code for any portion of a Product that Microsoft may make available to the general public without a fee from time to time.

**“Student”** means any individual enrolled in any educational institution that is part of the Organization, whether on a full-time or part-time basis.

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

**“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 and updated from time to time. For purpose of this MBT, the Use Rights include the Microsoft Product Terms, Microsoft Product and Services Data Protection Addendum (DPA), and Service Level Agreements (SLA)). The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights are included in the Purchase Terms.

“Users” means Institution, Education Qualified Users, and Students designated on the Enrollment to run the Products, and members of the public who access devices located in Institution’s open access labs or libraries.

## **PART 2. TERMS AND CONDITIONS**

### **2.1 Additional and Alternative Terms**

- a. The Microsoft Business Terms, Use Rights, Program Agreements, Enrollments, Affiliate Registrations, and other relevant Microsoft Licensing documentation constitute the Microsoft Purchase Terms, and are incorporated into the RFQ and become part of the Aggregate Agreement and any subsequent Authorized User Agreement in accordance with Section 2.61 of Contract PM69723.
- b. The Purchase Terms are provided in compliance with Section 28 of Appendix B of Contract PM69723 as additional and alternative terms and conditions. The Authorized User will accept the Purchase Terms as part of signing a given Enrollment or Affiliate Registration Form for Lot 1 Software and Lot 3 Cloud Services.
- c. At signing, the Authorized User agrees that (1) the Purchase Terms are part of the Authorized User Agreement, and (2) all of the following conditions are met:
  - (i) Microsoft has identified where the Purchase Terms may be found; and
  - (ii) The Authorized User has determined that the inclusion of the Purchase Terms do not conflict with Appendix B Section 28(c) and results in a transaction which is, on an overall basis, more favorable to the Authorized User than if the transaction did not include such additional or alternative terms and conditions; and
  - (iii) The Authorized User accepts the Purchase Terms as applicable to all Lot 1 Software and Lot 3 Cloud Products purchased pursuant to the Aggregate Agreement.
  - (iv) To the extent that the Purchase Terms conflict with any of the provisions of Contract PM69723 that are explicitly non-negotiable pursuant to Section 28 of Appendix B, those non-negotiable provisions of the Contract PM69723 will prevail.
- d. Microsoft Links - The Microsoft technical services descriptions and program documentation outlined in the Use Rights of the Purchase Terms are available at <https://www.microsoft.com/licensing/docs/view/licensing-use-rights?rtc-2>, and any other Microsoft link referenced herein is available at the specific link referenced herein.

Microsoft acknowledges and agrees that no additional or alternative term and condition contained in the Microsoft Links shall be valid or binding on the Authorized User to the extent that such additional or alternative term and condition is less favorable to the Authorized User than, or conflicts with, any of the provisions set forth in Appendix B, Section 28(c) of Contract PM69723.
- e. Pursuant to the terms in Appendix G, Section 2.5.2, of Contract PM69723, the Parties agree to establish the MBT upon the execution of the Aggregate Agreement. The MBT and Aggregate Agreement are made under, and governed by the terms and conditions of, Contract PM69723; however, OGS has agreed to certain clarifications, additions, and supplements that are specifically included in the MBT in accordance with the provisions of Appendix B, Section 28 of

Contract PM69723. These clarifications, additions, and supplements are not Extraneous Terms and do not diminish the terms and conditions of Contract PM69723. The MBT and Contract PM69723 contain the Transactional Terms (i.e., contractual terms unrelated to the technical, functional, and operational aspects or services specifications of the Products or Services) that govern all Authorized User Agreements made under the Aggregate Agreement. The MBT will not change during the term of the Aggregate Agreement, except upon mutual written agreement of OGS and Microsoft with the approval of the NYS Office of the State Comptroller.

- f. Prior to the Authorized User entering into an Enrollment, Microsoft may propose additional or alternative terms and conditions (including but not limited to Use Rights as outlined in Microsoft Links), provided they are not Transactional Terms, for the Products and Services in accordance with Section 2.4 of the MBT and Appendix B, Section 28 of Contract PM69723. The Authorized User will review these proposed terms to determine if the additional technical, functional, operational aspects, or service specifications result in a transaction that is overall more advantageous to the Authorized User. If the Authorized User determines the additional or alternative terms and conditions result in a transaction that is overall more advantageous to the Authorized User, the Authorized User may accept them pursuant to Appendix G of Contract PM69723. Once the Authorized User accepts Microsoft's additional or alternative terms and conditions, they become a part of the Enrollment. These are not Extraneous Terms.

- g. In the event of a future conflict between the Microsoft Links and the terms and conditions of the MBT following the execution of an Enrollment, the terms and conditions of the MBT control.

Further, while the Microsoft Links are subject to change, such changes will not materially reduce the level of performance, functionality, security, or availability of the programs, Products, and Services for the duration of the Authorized User's Enrollment made under the Aggregate Agreement. For clarity, the scope of the DPA sets forth Microsoft's obligations with respect to the processing and security of Customer Data, Professional Services Data, and Personal Data in connection with the Products and Services. For clarity, the functionality of on premise software will not be reduced after the delivery of such programs.

No such changes to the Microsoft Links will affect the Transactional Terms of this MBT nor override or supersede the allocation of risk between Authorized User and Microsoft. Any change to a Microsoft Link: (a) must apply to all customers generally; (b) shall not impose additional fees or costs during the Term of the Enrollment; (c) shall not alter any of Authorized User's rights in a diminishing manner or impose any additional material obligations on Authorized User except as may be required to meet obligations under applicable law; and (d) shall not apply retroactively. Notwithstanding the foregoing, the provisions of the Microsoft Links which are in effect as of the effective date of the Authorized User Agreement will not change during the Term of the Enrollment, as further detailed in the DPA. Authorized User may subscribe to receive notifications of changes and updates to the Microsoft Links. When updates are made to the Microsoft Links, Authorized User can obtain information about such changes identifying only those provisions that have been updated.

- h. The Purchase Terms are not extraneous terms and Authorized User acknowledges and agrees that, notwithstanding anything to the contrary in Section 8 of Appendix B, (1) the Purchase Terms are incorporated into the Authorized User Agreement, (2) the Authorized User's acceptance of an Enrollment or Affiliate Registration will constitute acceptance of the Purchase Terms, and (3) the Purchase Terms will not be deemed included for informational or promotional purposes.
- i. Authorized User acknowledges that the Microsoft Licensing Use Rights, consisting of the Microsoft Product Terms, the Microsoft Product and Services Data Protection Addendum (DPA) and the Service Level Agreements (SLA) for Online Services are available at <https://www.microsoft.com/licensing/docs/view/licensing-use-rights?rtc-2>.

- **Product Terms:** Contains all the terms and conditions for software and online services through Microsoft Licensing Programs.
- **Microsoft Products and Services Data Protection Addendum (DPA):** The DPA defines the data processing and security terms as an addendum to the Product Use Rights.

- **Service Level Agreements (SLA) for Online Services:** The SLA describes commitments for uptime and connectivity for Microsoft Online Services.

How and if changes to the Use Rights will apply to the Authorized User is described in the applicable volume licensing program agreement. In addition, the following applies to all Program Agreements:

**Applicable Use Rights.** The latest Use Rights as updated from time to time, apply to the use of all Products, subject to the following exceptions.

- I. **For products with metered usage-based pricing (e.g. metered Microsoft Azure Services)** Material adverse changes published after the start of a calendar month will apply beginning the following month.
- II. **For Versioned Software.** Material adverse changes published after the date a Product is first licensed will not apply to any licenses for that Product acquired during the applicable Enrollment term unless the changes are published with the release of a new version and Customer chooses to update to that version. Renewal of Software Assurance does not change which Use Rights apply to perpetual Licenses acquired during a previous term or Enrollment.
- III. **For all other Products (e.g. Office 365 services).** Material adverse changes published after the start of the subscription term will not apply to any licenses for that Product acquired during the applicable Enrollment term.
- IV. **For use rights granted through Software Assurance.** Material adverse changes published after the date a Product is first licensed will not apply to any licenses for that Product during the applicable Enrollment term unless the changes are published with the release of a new version and Customer chooses to update to that version.

## Applicable DPA Terms and Updates

### Limits on Updates

When Enrolled Customer renews or purchases a new subscription to a Product or enters into a work order for a Professional Service, the then-current DPA Terms will apply and will not change during Customer's subscription for that Product or term for that Professional Service. When Enrolled Customer obtains a perpetual license to Software, the then-current DPA Terms will apply (following the same provision for determining the applicable then-current Product Terms for that Software in Customer's agreement) and will not change during Enrolled Customer's license for that Software.

### New Features, Supplements, or Related Software

Notwithstanding the foregoing limits on updates, when Microsoft introduces features, offerings, supplements or related software that are new (i.e., that were not previously included with the Products or Services), Microsoft may provide terms or make updates to the DPA that apply to Enrolled Customer's use of those new features, offerings, supplements or related software. If those terms include any material adverse changes to the DPA Terms, Microsoft will provide Enrolled Customer a choice to use the new features, offerings, supplements, or related software, without loss of existing functionality of a generally available Product or Professional Service. If Enrolled Customer does not install or use the new features, offerings, supplements, or related software, the corresponding new terms will not apply.

**Technical Service Descriptions for Office 365 and Microsoft 365** can be found at <https://learn.microsoft.com/en-us/office365/servicedescriptions/office-365-service-descriptions-technet-library>.

## 2.2 Aggregate Agreement Documents/Conflicts of Terms

The Aggregate Agreement is governed by the terms and conditions of Contract PM69723, which includes Appendix A (Standard Clauses For New York State Contracts); New York Appendix B (Office of General Services General Specifications) and all attachments, amendments and addenda thereto. The RFQ and resulting Aggregate Agreement consist of (1) The MBT, (2) the Program Agreements, (3) Microsoft Use Rights, (4) Enrollment or Affiliate Registration Forms entered into under this RFQ, (5) any purchase order submitted under this Agreement, (6) any other documents in the Authorized User Agreement, (7) Aggregate Agreement Pricing, (8) RFQ 24-02 from which the Aggregate Agreement is established

For the purposes of the Aggregate Agreement and Authorized User Agreements subject to the Aggregate Agreement, in the event of a conflict between the terms and conditions in any of the documents identified above, such conflict shall be resolved by giving precedence in the following order:

- (1) Appendix A (Standard Clauses For New York State Contracts)
- (2) Contract PM69723, including the additional or alternative terms and conditions made in accordance with Section 28 of Appendix B of Contract PM69723 for purposes of this MBT as set forth in the MBT, and all appendices, attachments, amendments, and addenda thereto in the order of precedence set forth therein
- (3) Microsoft Business Terms (this document)
- (4) The applicable Microsoft Volume Licensing Program Agreement,
- (5) Microsoft Use Rights (Product Terms, DPA, SLAs)
- (6) an Enrollment or Affiliate Registration
- (7) purchase orders submitted under the Aggregate Agreement,
- (8) any other documents in the Authorized User Agreement
- (9) Aggregate Agreement 24-0202 (in the following order: Aggregate Agreement document, Aggregate Modification Procedures, Aggregate Agreement Pricing, Sales Reports, Aggregate Agreement How To Use, Aggregate Agreement FAQ, Contractor Information attachment)
- (10) Response to Request for Quotations 24-02 Microsoft Aggregate Agreement

Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

### **2.3 Term.**

The term of this MBT and the Program Agreements incorporated herein (Enterprise Agreement, Campus and School Agreement, SLG Select Plus Agreement or Academic Select Plus Agreement) will commence following the date of OSC approval of the RFQ and will end for new or renewal Enrollments with the expiration or termination of Contract PM69723. The term for an Enrollment or Affiliate Registration Form will be as stated in the applicable Enrollment or Affiliate Registration Form. The Parties acknowledge that upon the termination or expiration of the Contract or the Aggregate Agreement, new Enrollments or Affiliate Registration Forms may no longer be signed pursuant to the Aggregate Agreement, but that Enrollments or Affiliate Registration Forms signed prior to such termination or expiration will continue to incorporate the terms of the Contract and Aggregate Agreement including these MBT terms through the Enrollment or Affiliate Registration Form's natural expiration. The Parties further acknowledge that due to limitations in Microsoft's systems for tracking expiration dates of the Microsoft Business Terms Agreement and Program Agreements, the expiration dates reflected in Microsoft's systems may not reflect actual expiration dates.

### **2.4 Authorized User Determination Of Compliance With Statutory And Regulatory Requirements.**

It is the responsibility of each Authorized User to evaluate the offerings under the Aggregate Agreement and determine if a Product complies with its statutory and regulatory requirements prior to acquisition. The Authorized User is responsible for determining and understanding all the terms

and conditions that make up its Authorized User Agreement with Microsoft for the Products purchased pursuant to the terms of the Aggregate Agreement. The Authorized User Agreement with Microsoft will include the terms and conditions of the Contract, the Aggregate Agreement which incorporates the MBT, the applicable Program Agreement, Enrollment or Affiliate Registration Form, the Product Terms, the Online Services Terms, as applicable, any applicable Service Level Agreements (SLAs) and any additional Amendments, forms or schedules attached and made a part of the Program Agreement or Enrollment or Affiliate Registration Form. Authorized Users are advised to print off and maintain all applicable documents making up their Authorized User Agreement with Microsoft for future reference.

Microsoft shall provide Microsoft-specific available information, as appropriate, to the Authorized User in order to facilitate the Authorized User's determination as to whether a Product complies with the Authorized User's statutory and regulatory requirements, and to facilitate the Authorized User's understanding of the terms and conditions making up its Authorized User Agreement with Microsoft for the Product. This includes, but is not limited to, Microsoft's data protection and privacy protocols and the applicable Product Terms, Online Services Terms and SLAs.

Microsoft shall also assist the incumbent Reseller, OGS, Authorized Users and any successor Reseller(s) with the efficient and timely migration of any Enrollments or Affiliate Registration Forms to a new Reseller, as applicable.

## **2.5 Data Mining.**

Online Services shall not, for any non-authorized activity or nongovernment purpose, use any data mining technology, capture, maintain, scan, index, share or use Customer Data or Support Data stored or transmitted by the Online Service.

For all Online Services, Customer Data shall be logically separated from other customers' Customer Data. For Office 365 Government Community Cloud, Customer Data shall not be co-mingled with other customers' Customer Data, other customers' Support Data, or data created by or resulting from Microsoft's scanning, indexing, or data mining activities, unless expressly approved by Enrolled Customer in advance.

## **2.6 Additional or alternative terms to Appendix B.**

The following additional or alternative terms and conditions are made in accordance with Section 28 of Appendix B of Contract PM69723. These additional or alternative terms and conditions only apply to transactions made pursuant to the Aggregate Agreement, and do not modify or amend the Contract.

- A. **Appendix B Section 9 (Confidential/Trade Secret Materials), paragraph a.** The following addition applies:

Customer Data stored in Microsoft Cloud Services will be subject to Microsoft's Data Security and Data Privacy commitments as outlined in the Microsoft Data Protection Addendum, but will not be considered Trade Secret or Proprietary with respect to Section 9 of Appendix B.

- B. **Appendix B Section 19 (Site Inspection).** The following addition applies:

No reciprocal obligation or right on the part of the Authorized User to inspect Microsoft data centers, sites or facilities is included or conveyed as part of this definition.

- C. **Appendix B Section 27 (Participation in Centralized Contracts), paragraph e, (Contract Migration).** The following clarification and addition apply:

Migrated Enrollments/ARFs are not included in the RFQ or resulting Aggregate Agreement. Migrated Enrollments/ARFs are current Enrollments/ARFs established under the New York CMBA PS67984 and Microsoft Reseller Agreement PS68202(CMBA/Reseller) that migrate to Microsoft Manufacturer Umbrella Contract PM69723. There are material differences between the terms and conditions applicable to Enrollments/ARFs established under the CMBA/Reseller contract and those established under Umbrella Contract PM69723. Authorized Users wishing to migrate their existing Enrollment/ARF to Umbrella Contract PM69723 must sign a Migration

Amendment accepting the updated terms and conditions, execute a Change of Reseller for migration purposes and accept updated pricing.

Microsoft and Authorized Users planning to migrate CMBA/Reseller Enrollments/ARFs to the Umbrella Contract PM69723 can use the terms from any document established under the Aggregate Agreement, except for terms specific to the awarded Reseller of the RFQ and pricing for the Aggregate Agreement, as the underlying terms of Migrated Enrollments/ARFs.

D. **Appendix B Section 32 (Purchase Orders).** The following addition applies:

For Purchase Orders issued pursuant to the Aggregate Agreement:

All Purchase Orders will be issued to the awarded Reseller of the RFQ as specified in the Aggregate Agreement, and not issued directly to Microsoft (the contractor). No Product is to be delivered or furnished by Microsoft or its Reseller until transmittal of an official Purchase Order from the Authorized User to the awarded Reseller of the RFQ. No additional terms and conditions incorporated on a Purchase Order or any template or form will be deemed to be applicable or in any way automatically accepted or incorporated into the Authorized User Agreement.

E. **Appendix B Section 42 (Employees, Subcontractors and Agents).** Is clarified as follows: No Microsoft Employees will be doing on site work or have access to the facilities or systems of the Authorized User. Microsoft access to Customer Data is also controlled as outlined in the Microsoft Products and Services Data Protection Addendum (DPA).

F. **Appendix B Section 46 (Suspension of Work).** The following is added specific to the Software or Online Services in Lots 1 and 3:

In the event that an order for the Suspension of Work is issued, Microsoft and its Reseller will no longer accept additional orders until the Suspension is lifted. For the avoidance of doubt, the Suspension will not affect the Authorized User's obligation to make payment for Software or Cloud Services that it continues to use during the suspension.

G. **Appendix B Section 50 Default.** The following addition applies:

**Breach Conditions:** An Authorized User could be considered in breach in the event they fail to meet their obligations with respect to the Aggregate Agreement. It will be considered a breach of the Aggregate Agreement in the event that: (1) any Customer Data or non-Microsoft software hosted in an Online Service by Microsoft on Authorized User's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Authorized User's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party. In addition to the Remedies outlined in amended Section 52 below, Microsoft reserves the right to seek a Court Order or Injunctive Relief.

H. **Appendix B Section 52 (Remedies for Breach) paragraph a.** The following clarification and addition applies:

Without limiting any other remedies it may have in Section 47, Termination, 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 an Enrolled Affiliate ceases to be an eligible Authorized User or Customer's Affiliate, it 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 an eligible Authorized User or Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

I. **Appendix B Section 59 (Warranties).** The following alternative applies:

a. **Limited warranty.** Microsoft warrants that:

- (i) Online Services will perform in accordance with the applicable Service Level Agreement;
- (ii) Products other than Online Services will perform substantially as described in the applicable Product Terms; and
- (iii) The Products contain no known Viruses. Microsoft is not responsible for Viruses introduced at Enrolled Customer's site.

b. **Limited warranty term.** The limited warranty for:

- (i) Online Services is for the duration of Enrolled Customer's use of the Online Service, subject to the notice requirements in the applicable Service Level Agreement; and
- (ii) Products other than Online Services is one year from the date Enrolled Customer first uses the Product.

c. **Limited warranty exclusions.** This limited warranty is subject to the following limitations:

- (i) any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;
- (ii) the limited warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with the Aggregate Agreement or the Use Rights, or resulting from events beyond Microsoft's reasonable control;
- (iii) the limited warranty does not apply to components of Products that Enrolled Customer is permitted to redistribute;
- (iv) the limited warranty does not apply to free, trial, pre-release, or beta products; and
- (v) the limited warranty does not apply to problems caused by the failure to meet minimum system requirements for the Product as identified at <https://support.microsoft.com/en-us/lifecycle/selectindex> or at a successor site.

d. **Remedies for breach of limited warranty.** If Microsoft fails to meet any of the above limited warranties and Enrolled Customer notifies Microsoft within the warranty term, then Microsoft will:

- (i) for Online Services, provide the remedies identified in the Service Level Agreement for the affected Online Service; and
- (ii) for Products other than Online Services, at its option either (1) return the price paid or (2) repair or replace the Product.

These are Enrolled Customer's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.

DISCLAIMER OF OTHER WARRANTIES. OTHER THAN THIS LIMITED WARRANTY, MICROSOFT PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. MICROSOFT DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.

J. **Appendix B Section 60 (Legal Compliance).** The following addition applies:

Microsoft methods of Compliance with Laws will be as described in the Microsoft Products and Services Data Protection Addendum.

K. **Appendix B Section 64 (Disputes).** The following clarification applies:

All Informal Disputes between Microsoft and an Enrolled Customer related to Enrollments are to be handled by the Informal Dispute Process contained in Appendix B, Section 64.II(A)

All Formal Disputes between Microsoft and an Enrolled Customer related to Enrollments are to be handled in accordance with the process specified by the Authorized User for Formal Disputes. See the "Disputes under an Authorized User Agreement" section of the Aggregate Agreement How to Use document.

All Formal Disputes between Microsoft and OGS regarding the Aggregate Agreement are to be handled by OGS's Dispute Resolution Policy.

**L. Appendix B Section 66 (PRODUCT ACCEPTANCE).** The following alternative applies:

Lot 1 – Software - An Authorized User shall have 30 calendar days from the date of delivery to accept Products under the Aggregate Agreement. The Authorized User's failure to provide notice of acceptance or rejection to the Reseller within 30 calendar days from the date of delivery shall constitute deemed acceptance by the Authorized User as of the expiration of that period.

**M. Appendix B Section 67 (Audit of License Product Usage).** The following clarification and addition apply:

**Verifying compliance.**

a. Right to verify compliance. Enrolled Customer must keep records relating to the Products it and its Affiliates use or distribute. Microsoft has the right, to the extent permitted by applicable law, to verify compliance with the license terms for Products, at Microsoft's expense.

b. Verification process and limitations. Microsoft will provide Enrolled Customer at least 30 days' written notice of its intent to verify compliance. Microsoft will engage a nationally recognized independent auditor, which will be subject to a confidentiality obligation. Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Customer's operations. Enrolled Customer must promptly provide the independent auditor with any information it reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products Enrolled Customer hosts, sublicenses, or distributes to third parties. Microsoft shall permit the Enrolled Customer to have complete visibility into the independent auditor's access to Enrolled Customer's systems to validate the auditor's actions. As an alternative, Microsoft may permit Enrolled Customer to complete Microsoft's self-audit process relating to the Products Enrolled Customer and any of its Affiliates use or distribute. Such information will be used solely for purposes of determining compliance.

c. Remedies for non-compliance. If verification or self-audit reveals any unlicensed use, Enrolled Customer must within 30 days order sufficient licenses to cover its use. If there is no unlicensed use, Microsoft will not undertake another verification of the same Enrolled Customer for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Contract or to protect its intellectual property by any other means permitted by law. Once such additional licenses are purchased, Enrolled Customer shall be deemed to be in compliance with its obligations under this Contract and to be properly licensed, and Enrolled Customer shall have no further financial liability with respect to the unlicensed use, for the Product paid in full.

d. Additional Terms and Conditions for Enrolled Customers compliance for Users is set forth in the applicable Program Agreement.

**N. Appendix B Section 69 (PROOF OF LICENSE) (iii)** the following clarification applies:



Other similar proof of license shall have the following meaning: The Aggregate Agreement and applicable Program Agreement (soft copy or web link to location is acceptable), the applicable Enrollment (soft copy is acceptable), the Enrolled Customer's order confirmation, and any documentation evidencing transfers of Licenses, together with proof of payment, will be the Enrolled Customer's evidence of all Licenses obtained.

- O. **Appendix B Section 71 (CHANGES TO PRODUCT OR SERVICE OFFERINGS).** The following clarifications describe Microsoft's compliance with this provision:

**Supportability.** Microsoft may add support for new Products or discontinue support for existing Products from time-to-time. If Microsoft discontinues support for a Product, Microsoft will inform Authorized User six months in advance of the discontinuation by posting the information at <http://support.microsoft.com> or any successor site, which for the avoidance of doubt, shall be considered sufficient notice of the intended discontinuance to both the Commissioner and each Authorized User then under contract for maintenance and technical support. If Microsoft sells a Product to another company, Microsoft will give Authorized User notice of the sale and at the time of such notice will either (i) arrange for the other company to continue the support; or (ii) continue support itself for 90 days to give Authorized User time to make alternative arrangements. The provisions of this Section 71 shall not apply or eliminate Microsoft's obligations where the discontinued support was being provided by an independent Subcontractor at the time of withdrawal. In the event that such Subcontractor ceases to provide service, Microsoft shall be responsible for subcontracting such service,

- For products governed by the Modern Lifecycle Policy, Microsoft will provide a minimum of 12 months' notification prior to ending support if no successor product or service is offered—excluding free services or preview releases.
- For select Azure Services/products managed by the Modern Lifecycle Policy, Microsoft may provide notification up to three years prior to reaching the end of applicable support.

Microsoft shall offer a minimum of 10 years of support for Microsoft Products. Mainstream Support for Microsoft Products shall be provided for 5 years or for 2 years after the successor product (N+1) is released, whichever is longer. Pursuant to the terms of the Centralized Contract, Microsoft shall also provide Extended Support for the 5 years following Mainstream Support or for 2 years after the second successor product (N+2) is released, whichever is longer. Finally, qualifying Microsoft products will receive at least 10 years of online self-help support (see <https://support.microsoft.com/en-us>).

- P. **Appendix B Section 72 (No Hardstop/Passive License Monitoring).** The following addition applies:

Pursuant to the foregoing, this will serve as notice to the Authorized User that Microsoft includes product activation technology in some products sold through the Volume Licensing channel. An active product key is required to activate these products.

Note to Microsoft Volume Licensing customers: You can find your Volume License Product Keys at the Microsoft 365 Admin Center (MAC) Billing-> Your Products-> Volume Licensing for the following features:

Downloads & Keys  
License Summary  
Relationship Summary

### **PART 3. ADDITIONAL OR ALTERNATIVE TERMS TO CONTRACT PM69723.**

The following additional or alternative terms and conditions are made in accordance with Section 28 of Appendix B of Contract PM69723. These additional or alternative terms and

conditions only apply to transactions made pursuant to the Aggregate Agreement, and do not modify or amend the Contract.

**A. Contract Section 2.1 (Contract Scope and Lot Overview). The following clarification and addition apply:**

**Consistent with Section 2.1 of Contract PM697823, Microsoft may sell Products that are within 6 months of End-Of-Life under the Aggregate Agreement.** Authorized Users can confirm availability and supportability of Microsoft Products at <https://learn.microsoft.com/en-us/lifecycle/>.

**B. Contract Section 2.1.3. The following addition applies:**

**Government Community Cloud (U.S. only)** means Online Services that are available exclusively to the Community. Use Rights for government community cloud services are equivalent to those of their standard multitenant equivalents unless otherwise noted. Qualifying Online Services are offered as government community cloud services and non-government community cloud services. Customers may be provisioned as one or the other but not a mix of both. Online Services designated as government community cloud may not be deployed in the same domain with specific non-government community cloud services.

Office 365 US Government Community Cloud (GCC) services are provided only from data centers physically located within the United States. The following Customer Data is stored at rest in data centers physically located within the United States:

- Exchange Online mailbox content (email bodies, calendar entries, and the content of e-mail attachments);
- SharePoint Online site content and the files stored within that site; and
- Skype for Business archived conversations, uploaded documents, and whiteboarding session.

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. Customer Data will be logically segregated from customer content in Microsoft's commercial Office 365 Services. Additional European Terms, as set forth in the Use Rights, will not apply to GCC Services.

Access to Customer Data in the GCC by Microsoft personnel is restricted to personnel who are US citizens. These personnel undergo the background investigations outlined in paragraph H below in accordance with relevant government standards.

Microsoft Compliance Offerings: applicable compliance offerings for US Government are described at [thishttps://learn.microsoft.com/en-us/compliance/regulatory/offering-home](https://learn.microsoft.com/en-us/compliance/regulatory/offering-home).

**C. Contract Section 2.1.6 Third Party Products (Non-Microsoft Software or Technology). The following addition applies:**

1. Enrolled Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.
  - a) Enrolled Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes. Microsoft is not a party to and is not bound by any terms governing Enrolled Customer's use of non-Microsoft software or technology. Without limiting the foregoing, non-Microsoft software or scripts linked to or referenced from any Product website, are licensed to Enrolled Customer under the open source licenses used by the third parties that own such code, not by Microsoft.
  - b) If Enrolled Customer chooses to install or use any non-Microsoft software or technology with the Products or Fixes, it is solely responsible for directing and controlling the installation in and use of such non-Microsoft software or technology in the Products or

Fixes (e.g., through Enrolled Customer's use of application programming interfaces and other technical means that are part of the Online Services). Microsoft will not run or make any copies of such non-Microsoft software or technology outside of its relationship with Enrolled Customer.

- c) If Enrolled Customer installs or uses any non-Microsoft software or technology with the Products or Fix, it may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in the MBT.
- 2. Azure Marketplace. Pursuant to Section 2.1.6 of the Contract, Authorized Users must not use Azure Marketplace or other online stores to acquire or deploy any Products including any Third Party Products under the Manufacturer Umbrella Contract if the Product is not on Microsoft's Contract PM69723, Appendix E - Pricing Pages.

Authorized Users have the ability to control access to the Azure Marketplace by disabling the feature in the Azure Portal. It is the sole responsibility of the Authorized User to disable Azure Marketplace to control access to Products that are not on the Contract.

- D. **Contract Section 2.6 (Contract Documents and Conflict of Terms).** The following clarification applies:

The order of precedence set forth in Section 2.2 of this MBT shall apply to all Authorized User Agreements made pursuant to the Aggregate Agreement.

- E. **Contract Section 2.13.6 Emergency Contact.** The following clarification applies:

An Emergency Contact email alias will be available 24 hours a day, 365 days per year for emergency procurements. If Microsoft has not been established in COMeT or if access to COMeT is unavailable, they may submit a change via e-mail by attaching a revised Contract PM69723 Appendix D – Contractor and Reseller Information to [MfrUmbrella.Contractors@ogs.ny.gov](mailto:MfrUmbrella.Contractors@ogs.ny.gov).

- F. **Contract Section 2.59 Contractor Responsibility for Subcontractors.** The following addition applies:

As described in the Microsoft Products and Services Data Processing Addendum (DPA), Microsoft may hire Subcontractors to act as Subprocessors to provide certain limited or ancillary services on its behalf. The definition of Subprocessors and the section of the DPA Entitled "Notice and Control on use of Subprocessors" will apply with respect to the use of Subprocessors under Lot 3. Nothing in the foregoing alleviates Microsoft of responsibility for Subcontractors with respect to this section or Contract PM69723.

- G. **Contract Section 2.63 – Security, Confidentiality and Privacy Policies and Laws.** Is clarified to add the following:

Microsoft will manage security procedures and compliance with laws in accordance with the Data Protection Terms of the Microsoft Products and Services Data Protection Addendum.

- H. **Contract Section 2.71 Background Checks.** The following addition applies:

Background Screenings related to Enrolled Customer's use of Commercial and Government Community Cloud services is met by the following:

A Microsoft Cloud Background Check is required for candidates hired as employees that provide and maintain Microsoft online services in the United States. Microsoft employees in the United States with access to customer data must follow the Microsoft Cloud Background Check process required by all Microsoft online services.

<b>Background Screening</b>	<b>Commercial</b>	<b>GCC</b>
Verification of US Citizenship	No	Yes
Employment History Check	Yes	Yes
Education Verification	Yes	Yes
Social Security Number (SSN) Search	Yes	Yes
Criminal History Check (7 year)	Yes	Yes
Office of Foreign Assets Control List (OFAC)	Yes	Yes
Bureau of industry and security List (BIS)	Yes	Yes
Fingerprint-based check of FBI criminal databases	No	Yes
CJIS Criminal Background Check	No	Yes

- I. **Contract Section 2.72 Security.** Is clarified to describe Microsoft's compliance with the Contract through the following terms:

Microsoft has established operations for the management of Security Incidents, Data Breach, Location of Data, Requests for Data by third parties and other Security related aspects of our service in accordance with the process outlined in the Product Terms, Data Protection Terms of the Microsoft Products and Services Data Protection Addendum that is in effect as of the date the Enrollment for a given Authorized User is signed. Current and archived versions of the Microsoft Products and Services Data Protection Addendum are available at the Volume Licensing Site.

As more fully described in the Product Terms within the Purchase Terms, Microsoft employs least privilege access mechanisms to control access to Customer Data and Professional Services Data (including any Personal Data therein). Role-based access controls are employed to ensure that access to Customer Data and Professional Services Data required for service operations is for an appropriate purpose and approved with management oversight. For Core Online Services and Professional Services, Microsoft maintains access control mechanisms [described in any security addendums referenced herein]; and there is no standing access by Microsoft personnel to Customer Data, and any required access is for a limited time.

- J. **Contract Section 3.4.3 (Contractor Access to Data).** The following addition applies:  
Per the terms of Section 3.4.3, Microsoft will operate the Online Services and control access to Customer Data in accordance with the terms of the Microsoft Products and Services Data Protection Addendum (DPA).
- K. **Contract Section 3.11 (Expiration, Termination or Suspension of Services).** The following clarification and addition apply:

At all times during the term of Enrolled Customer's Enrollment, Enrolled Customer will have the ability to access, extract and delete Enrolled Customer Data stored in each Online Service.

Except for free trials and LinkedIn services, Microsoft will retain Customer Data that remains stored in Online Services in a limited function account for 90 days after expiration or termination of Enrolled Customer's subscription so that Enrolled Customer may extract the data. After the 90-day retention period ends, Microsoft will disable Enrolled Customer's account and delete the Customer Data and Personal Data stored in Online Services within an additional 90 days, unless authorized under this DPA to retain such data.

For Personal Data in connection with the Software and for Professional Services Data, Microsoft will delete all copies after the business purposes for which the data was collected or transferred have been fulfilled or earlier upon Customer's request, unless authorized under the Data Protection Addendum to retain such data.

The Online Service may not support retention or extraction of software provided by Enrolled Customer. Microsoft has no liability for the deletion of Customer Data, Professional Services Data, or Personal Data as described in this section.

For clarification, Microsoft does not provide a suspension of services as reflected in Section 3.11.2.

- L. **Contract Section 3.19 (MODIFICATION TO CLOUD SERVICE DEPLOYMENT MODEL, SERVICE MODEL, AND/OR SUBSTANTIVE FUNCTIONALITY WITHIN AN AUTHORIZED USER AGREEMENT).** Is clarified to describe Microsoft's compliance with the Contract through the following terms:

Microsoft may make commercially reasonable changes to each Online Service from time to time.

Microsoft may modify or terminate an Online Service in any country where Microsoft is subject to a government regulation, obligation or other requirement that (1) is 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. If Microsoft terminates an Online Service for regulatory reasons, Customers will receive a credit for any amount paid in advance for the period after termination.

Notwithstanding the foregoing limits on updates, when Microsoft introduces features, offerings, supplements or related software that are new (i.e., that were not previously included with the Products or Services), Microsoft may provide terms or make updates to the Data Protection Addendum that apply to Customer's use of those new features, offerings, supplements or related software. If those terms include any material adverse changes to the Data Protection Addendum Terms, Microsoft will provide Customer a choice to use the new features, offerings, supplements, or related software, without loss of existing functionality of a generally available Product or Professional Service. If Customer does not install or use the new features, offerings, supplements, or related software, the corresponding new terms will not apply.

Microsoft may provide Customer with information and notices about Products and Services electronically, including via email, through the portal for an Online Service, or through a web site that Microsoft identifies. Notice is given as of the date it is made available by Microsoft.

#### **PART 4. PROGRAM AGREEMENTS, ENROLLMENTS, AND AFFILIATE REGISTRATION FORMS.**

The following Program Agreements, Enrollments, and Affiliate Registration Forms are attached hereto as Addendum C and hereby made a part of the RFQ and resulting Aggregate Agreement.

- a. **Enterprise Agreement State and Local Program Agreement (CTM-EA20201AgrGov(US)SLG(ENG)(Oct2019))**

For informational purposes, this document allows Affiliates as described in Subsection A of Section 1.8 definition of "Affiliate" to submit the following Enterprise Enrollments, Enterprise Subscription Enrollments, and Server and Cloud Enrollments (subject to the rules therein) to purchase Products:

**a. Enterprise Enrollment State and Local (CTM-EA20201EnrGov(US)SLG(ENG)(Oct2019))**

For informational purposes, this document is used for a minimum of 250 Qualified Users or 250 Qualified Devices, subject to other purchasing requirements in the Enterprise Agreement Program Agreement (e.g. requirement to either (1) purchase of Enterprise Products for all Qualified Devices or Qualified Users; or (2) purchase at least 250 licenses for Enterprise Online Services, where applicable) and is to be executed by an Affiliate as described in Subsection A of Section 1.8 definition of "Affiliate" when purchasing Enterprise Products or Enterprise Online Services (and optional Additional Products, once the preceding requirement is fulfilled) from the Enrolled Customer's Microsoft Reseller.

**b. Enterprise Subscription Enrollment State and Local (EAS20201EnrGov(US)SLG(ENG)(Oct2019))**

For informational purposes, this document is used for a minimum of 250 Qualified Users or 250 Qualified Devices, subject to other purchasing requirements in the Enterprise Agreement Program Agreement (e.g. requirement to either (1) purchase Enterprise Products for all Qualified Devices or Qualified Users; or (2) purchase at least 250 licenses for Enterprise Online Services, where applicable) and is to be executed by an Affiliate as described in Subsection A of Section 1.8 definition of "Affiliate" when purchasing Enterprise Products or Enterprise Online Services (and optional Additional Products, once the preceding requirement is fulfilled) where the Enrolled Customer wishes to purchase software Products that do not provide perpetual license rights upon expiration unless the Enrolled Customer submits a buy-out order.

**c. Server and Cloud Enrollments State and Local (SCE20201EnrGov(US)SLG(ENG)(Oct2019))**

For informational purposes, this document has unique terms and conditions for the purchase of certain Microsoft server products and Microsoft Azure.

**b. Select Plus License Program Agreement State and Local (SelectPlus2013AgrGov(US)SLG(ENG)(Oct2013))**

For informational purposes, this document allows Affiliates as described in Subsection A of Section 1.8 definition of "Affiliate" to submit the following Affiliate Registration Form (subject to the rules therein) to purchase Products:

**a) Select Plus Affiliate Registration Form State and Local (CTM-SelectPlus2013ARF(NA)(ENG)(Oct2013)-SLG)**

For informational purposes, this document is used for any number of users or devices, and is executed by an Affiliate as described in Subsection A of Section 1.8 definition of "Affiliate" when purchasing Products from the Enrolled Customer's Microsoft Reseller.

**c. Academic Select Plus Agreement (AcSelectPlus2013Agr(NA)US(ENG)(Oct2013))**

For informational purposes, this document allows Affiliates as described in Subsection C of Section 1.8 definition of "Affiliate" (which must be Qualified Education Users, as defined in Appendix E) to submit the following Affiliate Registration Form (subject to the rules therein) to purchase Products:

**a) Academic Select Plus Affiliate Registration Form (CTM-SelectPlus2013ARF(NA)(ENG)(Oct2013)-EDU)**

For informational purposes, this document is used for any number of users or devices and is executed by an Affiliate as described in Subsection C of Section 1.8 definition of "Affiliate" (which must be Qualified Education Users, as defined in Section 4.3, Addendum D) when purchasing Products from the Enrolled Customer's Microsoft Reseller.

**d. Campus and School Agreement (CASA20181Agr(NA)US(ENG)(Nov2018))**

For informational purposes, this document allows Affiliates as described in Subsection C of Section 1.8 definition of "Affiliate" (which must be Qualified Education Users, as defined in Section 4.3, Addendum D) to submit the following Enrollment for Education Solutions (subject to the rules therein) to purchase Products:

**a) Enrollment for Education Solutions (EES20181Enr(NA)(ENG)(Nov2018))**

For informational purposes, this document is used for a minimum of 250 Qualified Users and is to be executed by an Affiliate as described in Subsection C of Section 1.8 definition of "Affiliate" and (which must be Qualified Education Users, as defined in Addendum D) when purchasing Online Services and Products other than Online Services from the Enrolled Customer's Microsoft Reseller.

The documents attached as Addendum C are to be used for sales of Products by the Enrolled Customer's Reseller pursuant to this RFQ.

**4.1. TERMINATION OF ENROLLMENT FORMS AND AFFILIATE REGISTRATION FORMS**

**a. Termination Rights for an Enrollment or Affiliate Registration Form.**

1. Mid-term termination for non-appropriation of Funds. Enrolled Customer may terminate an Enrollment or Affiliate Registration Form without liability, penalty or further obligation to make payments if funds to make payments under the Program Agreement, Enrollment or Affiliate Registration Form are not appropriated or allocated by the Enrolled Customer for such purpose.

2. Additional terms and conditions relating to the expiration or termination of an Enrollment or Affiliate Registration Form, and Enrolled Customer rights upon expiration or termination, are set forth in the applicable Program Agreement, Enrollment or Affiliate Registration Form.

**b. Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service 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 in the jurisdiction; (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. For Subscription Licenses, if Microsoft terminates an Online Service for regulatory reasons, Enrolled Customer will be refunded for any amount paid in advance for the period after termination.

**4.2. Expiration of Aggregate Agreement Term**

No later than 45 calendar days before the end of the term of the Aggregate Agreement, Microsoft shall provide to OGS a list of all unexpired Enrollments/Affiliate Registration Forms executed under the Aggregate Agreement. Such list shall be in a form acceptable to OGS and shall, at minimum, include the following: Microsoft Enrollment/Affiliate Registration Form number, Authorized User name, Product name, Microsoft part number, Contractor SKU, quantity, and term for each individual Product listed under the Enrollment/Affiliate Registration Form number. OGS reserves the right to request a list of all unexpired Enrollments/Affiliate Registration Forms executed under the Aggregate Agreement at any time during the Aggregate Agreement term. If at any time the Aggregate Agreement is canceled, terminated, or expires, Microsoft has the affirmative obligation to ensure the expeditious and orderly transition of services and all unexpired Enrollments/Affiliate Registration Forms to any subsequent Reseller.

**Part 4.3. ADDENDUM D, QUALIFIED EDUCATIONAL USER DEFINITION.** Is attached hereto and made part of the RFQ and resulting Aggregate Agreement.

#### Microsoft Qualified Educational User Definition (US Only)

All Microsoft eligible education customers must be located or reside in the United States. Qualified Educational Users are those entities that both have an educational purpose or mission and meet the criteria specified below. If a controversy exists as to an organization's eligibility, Microsoft retains the right to determine in its sole discretion the eligibility of the organization for the specific transaction in question. The following are eligible to acquire Microsoft academic edition products in the programs indicated and are defined as qualified educational users:

QUALIFIED EDUCATIONAL USERS:		ELIGIBLE PROGRAMS:
<b>A) Educational Institutions</b>	Defined as an accredited institution organized and operated exclusively for the purpose of teaching its enrolled students ("Educational Institutions"). An accredited institution must be:	<ul style="list-style-type: none"> <li>• Academic Select Plus</li> <li>• Enrollment for Education Solutions (Both K12 Ed or Preschool &amp; Higher Ed)</li> <li>• Get Genuine Windows Agreement – Academic</li> <li>• Microsoft Customer Agreement (includes CSP)</li> <li>• Microsoft Online Subscription Agreement</li> <li>• Microsoft Products and Services Agreement</li> <li>• Open Value Agreement – Academic</li> <li>• Open Value Subscription – Education Solutions (Both K12 Ed or Preschool &amp; Higher Ed)</li> <li>• School Agreement (K12 Ed or Preschool Only)</li> <li>• Services Provider Licensing Agreement</li> </ul>
<b>1.</b>	A public or private K-12, vocational school, correspondence school, junior college, college, university, or scientific or technical school that is either institutionally accredited by an accrediting agency nationally recognized by the U.S. Secretary of Education or, in the case of public K-12 institutions only, recognized or approved by the Department of Education of the State in which it is located. OR	
<b>2.</b>	A preschool meeting all the following criteria: (i) is an early childhood program incorporated for the purpose of providing educational services to children between two and five years of age, and which serves minimum of ten such children; and (ii) has been in operation for at least one year.	
<b>B) Administrative Offices or Boards of Education</b>	Defined as (a) district, regional and state administrative offices of public Educational Institutions. (b) administrative entities, controlled by, and organized and operated exclusively for the administration of, private Educational Institutions, or (c) other state or local government entities, nearly all of whose activities consist of administrative support of a nature that advances academic learning, for public Educational Institutions.	<ul style="list-style-type: none"> <li>• Academic Select Plus</li> <li>• Enrollment for Education Solutions (Both K12 Ed or Preschool &amp; Higher Ed)</li> <li>• Get Genuine Windows Agreement – Academic</li> <li>• Microsoft Customer Agreement (includes CSP)</li> <li>• Microsoft Online Subscription Agreement</li> <li>• Microsoft Products and Services Agreement</li> <li>• Open Value Agreement – Academic</li> <li>• Open Value Subscription – Education Solutions (Both K12 Ed or Preschool &amp; Higher Ed)</li> <li>• School Agreement (K12 Ed or Preschool Only)</li> <li>• Services Provider Licensing Agreement</li> </ul>

All United States territories such as Puerto Rico, Guam, and Virgin Islands are not eligible under this definition.

#### **Special note regarding Hospitals, Healthcare Systems, Federal Government Military Schools/Training Facilities, and Research Laboratories:**

Hospitals, healthcare systems and research laboratories (including independent research laboratories or research laboratories affiliated with an eligible education customer or government agency) are NOT eligible to acquire academic edition products unless they are wholly owned and operated by a qualified Educational Institution as defined above in Sections A and B. "Wholly owned and operated" means that the Educational Institution is the sole owner of said hospital, healthcare system or research laboratory and the only entity exercising control over said institution's day-to-day operations. Eligible hospitals, healthcare systems, and research laboratories are NOT permitted to purchase under a School Agreement and are NOT permitted to be included as part of an Educational Institution's School Agreement even if they are wholly owned and operated by the Educational Institution. Military schools or other training facilities operated by the United States federal government that do not grant degrees are not eligible to acquire academic edition products.



Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

**This Amendment must be attached to a signature form to be valid.**

**Microsoft Internal Use Only:**

Appendix 1 - Microsoft Business Terms MBT FINAL draft 04082024.docx	CTM	CTM-CTC-AGR	BD
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## Program Signature Form

MBA/MBSA number

Agreement number

000-dbeale-S-610


**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 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 Custom Business Agreement	000-dbeale-S-610 (new)
Custom Enterprise Agreement State and Local	000-dbeale-S-610-A (new)
Custom Campus and School Agreement	000-dbeale-S-610-B (new)
Custom Government Select Plus Agreement	000-dbeale-S-610-C (new)
Custom Academic Select Plus Agreement	000-dbeale-S-610-D (new)
<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)*	New York State Office of General Services (Lots 1 & 3)
Signature*	
Printed First and Last Name*	Kyleshia Davis
Printed Title	Assistant Director
Signature Date*	6/5/24
Tax ID	

\* indicates required field

Microsoft Affiliate	
Microsoft Corporation	
Signature	<u>Kimberly Ruiz</u>
Printed First and Last Name	Kimberly Ruiz
Printed Title	Microsoft Authorized Signatory
Signature Date	06-03-2024
(date Microsoft Affiliate countersigns)	
Agreement Effective Date	
(may be different than Microsoft's signature date)	

Optional 2<sup>nd</sup> 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 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 Corporation**  
 Dept. 551, Volume Licensing  
 6880 Sierra Center Parkway  
 Reno, Nevada 89511  
 USA