

Campus and School Agreement Enrollment for Education Solutions Custom Consortia Agreement Amendment ID CTM-EES24

The parties agree to amend all Enrollments under the Agreement as follows:

1. The following new section entitled "Additional Terms" is hereby added.

Additional Terms

- a. **Sublicensing.** Institution may sublicense its Licenses to Products acquired under its Enrollment to Participants as specified in this section.

- (i) **Participants.** A "Participant" means:

- (a) the K-12 school district that has entered into an Enrollment under this Agreement, who is a member of a Regional Information Center or BOCES; or
- (b) if Participant is a state agency, Participant is any participating school or school district in the state that has entered into an Enrollment under this Agreement.

For the avoidance of doubt, higher education institutions are not eligible to participate under this Agreement.

Further, Institution acknowledges that Institution and Institution's Reseller, and not Microsoft, is responsible to ensure that only eligible Participants purchase under this Agreement.

- (ii) **Participation Agreements.** Prior to sublicensing any Licenses to a Participant, Institution will verify that it has received an original, executed Participation Agreement from such Participant. Institution will maintain all original, executed Participation Agreements on its premises during the term of the Enrollment and for one year thereafter. During this time Institution shall make copies of the Participation Agreements available for inspection by Microsoft at Microsoft's request. Institution assumes joint and several liability to Microsoft for any acts or omissions of any Participants which, if taken or omitted by Institution as a licensee, would amount to a breach of the Enrollment.

- (iii) **Communication.** Institution agrees to establish and maintain a website and email distribution alias for the purpose of communicating pertinent information to Participants. Institution agrees that the website will be active within fifteen (15) days after this amendment becomes effective, that it will be reasonably maintained, and that it will be located at the following URL . Institution further agrees that the email alias will be active within thirty (30) days after this amendment becomes effective.

- (iv) **Enrollment.** The section of the Enrollment entitled "Defining Institution's Organization" is hereby replaced with a Participant Form attached to this amendment. The Enrollment will not have an Enrollment number; each Participant will be assigned an individual Participant Enrollment number instead.

- b. Institution does not need to meet the Microsoft definition of Qualified Educational User located at <http://www.microsoft.com/contracts> so long as Institution does not order Products for use by non-Participants (including Institution's own Organization's internal use).

- c. Notwithstanding anything to the contrary elsewhere in the Enrollment, the following is required:
- (i) **Minimum Organization-Wide Count.** The minimum, aggregate Organization-wide Count across Participants for their initial orders is 1000. The minimum Organization-wide Count for each Participant's initial order is 5. Each Participant is entitled to receive media kits, if requested by Institution.
 - (ii) **Minimum Order for Platform Online Services.** For Platform Online Services, the minimum, aggregate order across Participants is 1000 licenses for at least M365 A3. The minimum Platform Online Services order for each Participant is 5 licenses for at least M365 A3.
 - (iii) **Reporting Participants' Organization-wide Count.** Institution will report in the Enrollment the aggregate Organization-wide Count across Participants. In addition, Institution will report each Participant's Organization-wide Count in the Participant Form. Institution will report these counts even if Participants will only order Online Services.
 - (iv) **Student Option.** For Platform Online Services, the minimum, aggregate order across Participants is 1,000 licenses for Students. The minimum order for Platform Online Services for each Participant's students is 100 licenses. For a Participant electing the Student Option, Institution will report in the Participant Form such Participant's Student Count. Institution will report the Participant's Student Count even if Participants will only order Online Services for their students. If a Participant elects both Knowledge Worker and Staff licensing option and the Student licensing option, Participant must meet the minimum order requirement for one licensing option and there is no minimum order requirement for the other licensing option except for Platform Online Services, which must meet the minimum order requirements outlined above. Order quantities may not be aggregated across licensing options.
 - (v) **Server Platform Products Licensing Option.** Each Participant electing the Server Platform Products Licensing Option must license each selected CAL Product and corresponding Server Platform Product for the aggregate of Participant's Organization-wide Count (at least 1000) and Student Count (at least 1000).
- d. **Participant Form.** Institution must complete the Participant Form attached to this amendment. The aggregate Organization-wide Count and Student Count across Participants listed in the Participant Form must match that in the Enrollment. If Institution is included as a Participant, and Institution otherwise qualifies to participate, then Institution must list itself on the Participant Form as a Participant in order to show accurately the total number of Educational Institutions and Users.

2. The section of the Enrollment entitled "Prices" is hereby replaced with the following:

Price Level.

All Participants qualify for price level C for Education Platform Products if the Knowledge Worker licensing option and/or Student Option is selected. The price level does not change during the Enrollment term. If Institution chooses to extend this Enrollment, Participants will continue to qualify for price level C. There are no price levels for Additional Products.

Prices. Participants' actual prices will be determined by agreement between a Participant and its Reseller, as applicable. However, Microsoft will provide the Reseller with pricing at the outset of this Enrollment and agrees that it will not increase the prices that it charges the Reseller for the Products during the term of the Enrollment.

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