

Participation Agreement for Enrollment for Education Solutions

Participation Agreement for EES

Amendment ID EES26

The parties agree that the Enrollment is amended by adding the following new section:

Undersigned Participant acknowledges that Microsoft Corporation and _____ ("Organization") have entered into the Microsoft Campus and School Agreement identified above and the Enrollment for Education Solutions (as amended, modified and supplemented to the date hereof, collectively, the "Agreement") under which Participant desires to sublicense Licenses to Products from and through Organization. All capitalized terms used but not defined herein will have the meanings assigned in the Agreement.

Name of Participant: <i>(please print)</i>	
Street Address	
City, State/Province, Zip	
Contact Name	
Contact e-mail	
Telephone	
Contact Fax	
Microsoft Campus and School Agreement Number (Organization to complete)	
Campus and School Agreement Customer Name	

Organization-wide Count for Participant identified above	
Student Count based on State Year of Enrollment enrollment for Participant identified above <i>(only if electing Student Option)</i>	

1. **Acknowledgment.** Participant hereby acknowledges that it has received and reviewed a copy of the Agreement, which incorporates the Product Terms applicable to the Products acquired under the Agreement, and that it has read and understood the terms and conditions of the foregoing documents.
2. **Agreement.** Participant agrees to be bound by all Agreement terms and conditions (including without limitation terms relating to Product use, compliance verification, notifications to users, LIMITED Warranty and DISCLAIMERS, limitation of liability, no liability for certain damages) just as if it had executed the Agreement itself as a sole, original licensee of the Products; EXCEPT, however, Participant --
 - a. will submit orders using the Enrollment number assigned for such purpose;

- b. will not have the right to submit Enrollments under Organization's Campus and School Agreement;
- c. will be subject to a minimum order requirement of M365 A3 for an Organization-Wide Count of 5 and/or Student Count of 100; alternatively, Participant may meet the minimum order requirement by ordering one Platform Online Service for at least 1000 licenses for faculty and staff or at least 1000 licenses for Students.
- d. will be subject to the Enrollment Licensed Period
- e. will have its Product use based on the Agreement and this Participation Agreement and any expiration or termination thereof;
- f. will notify its Users of the terms of the Agreement and this Participation Agreement;
- g. will not have its own "Participants" as defined in the Agreement nor in any other way act as a sub-licensor under the Agreement;
- h. will not have the right to amend, renew, extend, or terminate the Agreement ; and
- i. will not be liable to Microsoft based solely on the acts or omissions of any other Participants or of the Organization under the Agreement.

3. Additional Notification. Participant will notify Microsoft immediately if and when it becomes aware of any actual or potential violation of the Agreement or this Participation Agreement.

4. Survival. All sections above except for those providing for use rights shall survive termination or expiration of the Agreement and/or this Participation Agreement. This Participation Agreement shall not survive any termination or expiration of the Agreement.

Participant's violation of the above-referenced terms and conditions shall be deemed to be a breach of this Participation Agreement and shall be grounds for immediate termination of all rights granted hereunder.

<i>Participant</i>
Name of Entity
Signature
Printed name
Printed title
Signature date

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.

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