

Academic Select Agreement

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This Microsoft Academic Select Agreement is entered into between the entities identified on the signature form.

Effective date. The effective date of this agreement is the effective date of the first Enrollment or the date Microsoft accepts this agreement, whichever is earlier.

This agreement consists of: (1) these terms and conditions and the signature form, (2) the Product List, (3) the Product use rights applicable to Products licensed under this agreement, (4) any Enrollment entered into under this agreement, (5) any order submitted under this agreement, and (6) the eligibility criteria for the Academic Select License program at <http://microsoft.com/licensing/contracts> as of the effective date of this agreement.

Terms and Conditions

A Note on Section Summaries: Some sections of this agreement have a summary at the beginning. These summaries are intended for ease of reference and are not part of the agreement. If any summary conflicts with the section it is summarizing, the section of the agreement, and not the summary, controls.

1. *Definitions.*

In this agreement, the following definitions apply:

“Affiliate” means

- a. with regard to Institution,

(i) for a non-public entity, any qualified educational user identified at <http://microsoft.com/licensing/contracts> that Institution owns and/or control, that owns and/or controls Institution, or that is under common ownership and/or control; with Institution “ownership” means, for purposes of this definition, more than 50% ownership, and

(ii) for a state or local government entity,

- any other qualified educational user identified at <http://microsoft.com/licensing/contracts> as of the effective date of this agreement that is an agency, department, office, bureau, division, or other entity of the state or local government, and
- any other qualified educational user expressly authorized by the laws of the state to purchase under state education contracts;

provided that the state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft;

“available” means, with respect to a Product, that Microsoft has made Licenses for that Product available for ordering under a particular licensing program;

“Enrolled Affiliate” means an entity that is either the Institution or any one of Institution’s Affiliates that has entered into an Enrollment under this agreement;

“Enrollment” means the document that Enrolled Affiliate submits under this agreement to sign up for this program;

“Fix(es)” means Product fixes, modifications or enhancements or their derivatives that Microsoft either releases generally (such as Product service packs) or that Microsoft provides to Institution when performing service(s) (such as workarounds, patches, bug fixes, beta fixes, and beta builds);

“Institution” means the entity that is a qualified educational user identified at <http://microsoft.com/licensing/contracts> as of the effective date of this agreement and that has entered into this agreement with Microsoft;

“License” means any one of those offerings identified in the Product List (including standard Licenses and upgrades for desktop operating systems) that provides the right to run the version of the Product ordered;

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

“Microsoft” means the Microsoft entity that has entered into this agreement or an Enrollment and its Affiliates;

“Product” means any product Microsoft makes available for license for a fee, including online services and other web based services;

“Product List” means, with respect to the Academic Select License program, the statement published by Microsoft from time to time on the World Wide Web at <http://microsoft.com/licensing/contracts> or at a successor site that Microsoft identifies, which identifies the Products that are or may be made available to qualified educational users (which availability may vary by region) and any Product-specific conditions or limitations on the acquisition of Licenses for the Product;

“Renewal Order” means the order that an Enrolled Affiliate submits at the beginning of any renewal term to renew Software Assurance coverage for Products previously ordered under its Enrollment;

“Reseller” means a large account Reseller authorized by Microsoft to resell Licenses in an Enrolled Affiliate’s Territory under this program;

“run” or “use” means to copy, install, use, access, display, run, or otherwise interact with;

“Software Assurance” means an annuity offering that provides benefits for Products that can include new version rights, spread payments, deployment planning services, training, support, and access to differentiated technologies; and

“Territory” means the region in which Enrolled Affiliate is located.

2. *How the Academic Select License program works.*

Under the Academic Select License program, Institution and its Affiliates can license Products at discount pricing based on the volume of Licenses they purchase. Enrolled Affiliates can receive master copies of the Products and may make and run as many copies as they wish during the term of the Enrollment as long as they place monthly orders for those copies.

The Academic Select License program allows Enrolled Affiliates to license Microsoft Products at discount pricing based on the volume of its purchases made under this agreement. Institution and Institution's Affiliates can participate in this program by submitting one or more Enrollments under this agreement. Once enrolled, the Enrolled Affiliate will receive master copies of Products it intends to license and may run as many copies as it wishes during the term of its Enrollment, provided it places monthly orders for Licenses for those Products. Microsoft may refuse to accept an Enrollment if Microsoft has a business reason to do so. Product support is not included with the Licenses under this agreement.

For qualified educational users, only Enrolled Affiliates identified in an Enrollment will be liable for non-compliance with the terms of that Enrollment, including the terms of this agreement incorporated by reference in that Enrollment.

Choosing and maintaining a Reseller. Each Enrolled Affiliate must choose and maintain a Reseller authorized in the Enrolled Affiliate's Territory.

Online services. The terms and conditions of this agreement apply to online services subscriptions throughout the entire term of the subscription except as provided here and in the Product List at <http://microsoft.com/licensing/contracts>. Online services are provided as subscription services and may carry terms that are independent of the agreement terms. Billing terms for online services subscriptions may differ from the terms of this agreement.

3. *How to establish price level.*

In order for Institution to qualify for the academic price level in a particular Product pool, its Enrolled Affiliate's purchases in that pool, in the aggregate, must meet the minimum purchase requirement. Initial qualification for academic pricing in each pool is based on a purchase forecast provided by Institution.

- a. **Price level — minimum forecast.** Each Product offering is assigned a point value on the Product List and is assigned to one of the following pools: applications, systems, and servers. In order for Enrolled Affiliates to qualify for academic level pricing and be eligible to acquire Licenses from any particular pool under this agreement, Institution must select that pool on the attached Academic Select Volume Forecast Form and represent to Microsoft that Institution reasonably expects its Enrolled Affiliates, in the aggregate, to acquire from that pool, during the initial term of this agreement, Product Licenses with a total point value of at least 1500 points. Institution's price level will be used to determine the prices Microsoft will invoice each Enrolled Affiliate's Reseller for Product Licenses that Enrolled Affiliate orders.
- b. **Price level compliance.** On every anniversary of the effective date of this agreement, including anniversaries during any renewal term, Microsoft will review the total License acquisitions by all Enrolled Affiliates during the previous three years to ensure that the minimum point requirement (1500 per pool) has been met for each selected pool. For the first anniversary and second anniversary reviews, Microsoft will multiply Enrolled Affiliates' actual points earned for Licenses purchased under this agreement by 3 and 1.5, respectively, to derive a three-year License purchase history. If the actual points earned within a pool fall below the minimum point requirement, Enrolled Affiliates will no longer be allowed to acquire Licenses from that pool under this agreement.

4. *License grant — what Enrolled Affiliates are licensed to run.*

Enrolled Affiliates can run, for their own benefit, as many copies of available Products as they wish, so long as they submit orders for such copies on a monthly basis. Enrolled Affiliates can use the latest versions of the Products or choose to use any earlier version.

Generally, use rights become permanent once the Enrollment term ends and Enrolled Affiliate has completed all payments. At that time, Enrolled Affiliate will have perpetual Licenses for the number of copies ordered during the applicable initial Enrollment or renewal term. In cases where the Enrollment is terminated prior to the end of the term, subsections titled “Early termination” and “Effect of Termination or Expiration” describe Enrolled Affiliate’s rights.

The Enrolled Affiliate has the following rights during the term of its Enrollment. These rights apply to the Licenses obtained under an Enrollment and are not related to any order or fulfillment of media. The ability to run current or later versions of a Product licensed under this agreement could be affected by minimum system requirements or other factors (e.g. hardware or other software).

- a. **General.** At any time after the Enrollment effective date, each Enrolled Affiliate may run for its own benefit as many copies of any available Products as it chooses, provided that it submits orders for all copies as required in the subsection titled “Placing orders.”
- b. **Use by Affiliates.** The Enrolled Affiliate may sublicense the right to use the Products to any Affiliates covered under its Enrollment.
- c. **Prior version or different language version.** Each Enrolled Affiliate may run in place of any Product version it Licenses under this agreement a prior version or different language version if the same Product (so long as, in the case of different language versions, that different language version is available under the Academic Select License program).
- d. **When Licenses become perpetual.**
 - (i) **License only.** An Enrolled Affiliate’s right to run copies of any Product for which it orders only a License is temporary until the Enrolled Affiliate has paid for that License in full. Thereafter, the Enrolled Affiliate will have a perpetual License to run the number of copies ordered in the version ordered.
 - (ii) **L&SA or Software Assurance.** An Enrolled Affiliate’s right to run copies of any Product for which it orders L&SA or Software Assurance is temporary until:
 - the Enrolled Affiliate has paid all installments of the price for such coverage and the applicable initial Enrollment or renewal term during which such Product Licenses were ordered has expired or been renewed or
 - the Enrolled Affiliate is otherwise eligible for perpetual Licenses as provided in this agreement.Thereafter, the Enrolled Affiliate will have perpetual Licenses to run the Products ordered in the latest versions available as of the date of expiration, renewal, or termination (or any prior version) for the number of copies ordered during the applicable initial Enrollment term or renewal term.
 - (iii) **Early termination.** In the case of early termination, as provided in the subsection titled “Early termination,” an Enrolled Affiliate that chooses only to pay amounts due and payable as of the termination date will have perpetual Licenses only for the number of copies specified in the subsection titled “Effect of termination or expiration.”
- e. **Perpetual Licenses through Software Assurance.** Any perpetual Licenses received through Software Assurance supersede and replace the underlying perpetual Licenses for which that Software Assurance coverage was ordered. All perpetual Licenses acquired under this agreement remain subject to the terms of this agreement and the applicable Product use rights.

- f. **License confirmation.** This agreement, the applicable Enrollment, the Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of Licenses, together with proof of payment, will be the Enrolled Affiliate's evidence of all Licenses obtained under its Enrollment.
- g. **Restrictions on use.** Enrolled Affiliate may not
 - (i) separate and use the components of a Product on two or more computers, upgrade or downgrade components at different times, or transfer components separately except as provided in the Product use rights;
 - (ii) reverse engineer, decompile, or disassemble any Product or Fix except where applicable law permits it despite this limitation; or
 - (iii) rent, lease, lend, or commercially host any Product or Fix except where Microsoft agrees by separate agreement.
- h. **Benefits limited to qualified educational user.** Products licensed under this agreement may be used only by and for the benefit of a qualified educational user. Client Access Licenses that Enrolled Affiliates acquire solely to enable their students to access their servers are, for the purposes of this restriction, deemed to be used by and for the benefit of a qualified educational user. For each such student Client Access License the Enrolled Affiliate acquires, it does not need to acquire a separate Client Access License for the parent(s) or legal guardian(s) of the licensed student user. Licenses obtained under this agreement may not be transferred, sublicensed, rented, leased, or loaned to any person or entity that is not a qualified educational user.

5. *How to know what Product use rights apply.*

Generally, the use rights in effect at the time Enrolled Affiliate signs the Enrollment will apply. Any changes Microsoft makes to the use rights for existing versions after Enrolled Affiliate signs the Enrollment will not apply to Enrolled Affiliate's use of those versions. For versions that were not yet released at the time of signing, the use rights in effect when that version is first released will apply. Generally, even if Enrolled Affiliate chooses to run an earlier version of a Product than the version Enrolled Affiliate is licensing, the use rights for the latest version Enrolled Affiliate is licensed to use will still apply.

- a. **Product use rights.** Microsoft publishes Product use rights for each Product and each new version of a Product. The use rights in effect for a Product and version on the effective date of an Enrollment or renewal term will apply to Enrolled Affiliate's use of the Product and version except:

- (i) **earlier versions**

If Enrolled Affiliate runs an earlier version of a Product that pre-dates both the Enrollment or renewal effective date and the current version of the Product as of that date, then the Product use rights for the version licensed apply. If the earlier version includes different components, any use rights for those components in the Product use rights that otherwise apply to the earlier version apply to Enrolled Affiliate's use of them.

- (ii) **versions of Products for which Microsoft revises Product use rights**

If Microsoft revises the Product use rights for a particular version after an Enrollment or renewal effective date, the Product use rights applicable to that version without those revisions apply.

- (iii) **later versions of Products Microsoft makes available after the Enrollment or renewal effective date**

If a new version of a Product is made available during the Enrollment or renewal term, the use rights in effect on the date that new version is first released will apply.

- b. **Fixes.** Use of any Fixes is defined by the Product use rights for the affected Product or, if the Fix is not provided for specific Product, any other use terms Microsoft provides. All Fixes are licensed, not sold.
- c. **Public qualified educational user.** In lieu of a public qualified educational user's obligation to indemnify Microsoft under various provisions of the Product use rights, the public qualified educational user will be responsible for any cost or damages arising from any claim to which their indemnity obligation would otherwise apply.
- d. **Use rights at renewal.** Upon renewal of an Enrollment, use rights for all Products for which Software Assurance is renewed are reset (e.g. the use rights in effect as of the renewal date will apply, not the use rights that were applicable during the preceding term).
- e. **Use rights for different language version.** If an Enrolled Affiliate is using any different language version of any Product licensed under its Enrollment, the Enrolled Affiliate's use of the different language version will be governed by the Product use rights for the version licensed under the Enrollment.
- f. **Alternative Product use rights — deploying Licenses in academic settings.** For each copy of Microsoft Encarta Premium, Microsoft Visual Studio Professional, and Visual Fox Pro an Enrolled Affiliate Licenses for instructional purposes in connection with a class or other educational program, the Enrolled Affiliate may, as an alternative to deploying the Product pursuant to the licensing model described in the Product use rights, either
 - (i) permit an unlimited number of its student users to run the Product on a single computer or similar device, provided that all such users comply with all other terms of this agreement; or
 - (ii) if the Enrolled Affiliate has licensed multiple copies of the Product, then, at any time, its students or faculty may run as many copies of the Product as it has licensed copies, provided that those users comply with all other terms of this agreement. If the anticipated number of users of the Product will exceed the number of copies the Enrolled Affiliate has licensed, it must have a reasonable mechanism or process in place to ensure that the number of persons running the Product at any given point in time does not exceed the number of copies licensed.

6. *How to order Product Licenses.*

An Enrolled Affiliate must submit orders for all copies of Products that it or its Affiliates run under its Enrollment. Each Enrolled Affiliate must place orders through the Enrolled Affiliate's Reseller. There are limits on when Software Assurance can be ordered without an underlying License. In general, Software Assurance cannot be ordered without also ordering Licenses unless the Enrolled Affiliate is renewing unexpired Software Assurance coverage or the Product List otherwise expressly permits it.

- a. **Placing orders.** Each Enrolled Affiliate must submit orders for all copies of any Products it or its Affiliates run under its Enrollment. Orders must be submitted in the month in which those copies are first run. Unless the Enrolled Affiliate is eligible to order just Software Assurance as described below, each order must be for either a License or L&SA. Each Enrolled Affiliate must place orders through the Enrolled Affiliate's Reseller. Price and payment terms for all Licenses ordered will be determined by agreement between the Enrolled Affiliate and its chosen Reseller. When placing orders, an Enrolled Affiliate must specify the country or countries where the Enrolled Affiliate and its Affiliates will use the Licenses.

When is the Enrolled Affiliate eligible to order just Software Assurance? An Enrolled Affiliate may order Software Assurance for copies of a Product, without the need to simultaneously order a new License for those copies, in each of the following circumstances:

- (i) At the beginning of a new Enrollment, the Enrolled Affiliate may order Software Assurance for copies of Products for which the Enrolled Affiliate has previously obtained perpetual Licenses through Upgrade Advantage, Software Assurance, or any similar

upgrade protection, so long as (1) the new Enrollment becomes effective no later than one day following the expiration of that upgrade protection, and (2) the Enrolled Affiliate places its Software Assurance order at the time it submits its new Enrollment to its Reseller.

- (ii) During the term of its Enrollment (including any renewal term), an Enrolled Affiliate may be eligible to order Software Assurance under its Enrollment for copies of certain Products licensed through retail sources or from an original equipment manufacturer (OEM), provided that the Enrolled Affiliate places its order within the required time frame. The Product List identifies those Products that may be enrolled in Software Assurance and the applicable time frame for placing an order.
- (iii) An Enrolled Affiliate may also order Software Assurance in any other circumstances expressly permitted in the Product List.
- (iv) An Enrolled Affiliate may renew Software Assurance ordered under its Enrollment at the time it renews that Enrollment as described in the section titled "How to renew this agreement."

In all such cases, the Enrolled Affiliate must submit orders for Software Assurance for the remaining initial Enrollment and any renewal term, if applicable.

- b. Invoices and payments.** The prices at which Microsoft will invoice each Enrolled Affiliate's Reseller will be based upon the applicable price level under this agreement. For any orders for Software Assurance or L&SA, if the Enrolled Affiliate elects to spread its payments over the applicable initial Enrollment or renewal term rather than paying in a lump sum, it may make this election with its Reseller. In such cases, Microsoft will invoice the Enrolled Affiliate's Reseller in equal installments, the first installment upon receipt of the order and subsequent installments on each remaining anniversary of the effective date of this agreement occurring during the initial Enrollment or renewal term in which the order was placed. Any amounts for Licenses only (i.e. without accompanying Software Assurance) will be invoiced to the Enrolled Affiliate's Reseller in full upon receipt of the order.
- c. Divestitures and privatization.** If an Enrolled Affiliate intends to transfer more than ten percent (10%) of its computers in connection with (1) a divestiture of an Affiliate or an operating division of the Enrolled Affiliate or any of its Affiliates or (2) a privatization of government operations and, as a result, it would like to transfer the copies of the Products running on those computers prior to the expiration of its Enrollment, Microsoft will work with that Enrolled Affiliate in good faith to arrange for acceleration of any remaining payments for those copies run pursuant to Software Assurance or L&SA to allow for the transfer of perpetual Licenses for such copies. Any perpetual Licenses obtained as described in this paragraph will be for the latest version of the Products available as of the later of (1) the date on which the Enrolled Affiliate has completed payment or (2) the date of transfer of the Products.
- d. How to confirm orders.** Microsoft will publish information about orders placed by each Enrolled Affiliate, including an electronic confirmation of each order on a password-protected site on the World Wide Web at <https://licensing.microsoft.com> or a successor site. Upon Microsoft's acceptance of this agreement and any Enrollment(s) entered into under this agreement, the contact identified for this purpose will be provided access to this site.

7. *Making copies of Products and re-imaging rights.*

Enrolled Affiliate can make as many copies as it needs. The copies must be complete and from master copies obtained from an authorized source. If Enrolled Affiliate uses third parties to make copies, Enrolled Affiliate is responsible for the actions of those third parties. Enrolled Affiliate can make a specified number of complimentary copies for training, evaluation, and back-up. In certain circumstances, Enrolled Affiliate can use the media that it obtains under this agreement to make copies of Products that it is licensing through another channel. Generally, this is only allowed where the Product, version, language, type, and components that are being copied are identical to those licensed

through that other channel.

- a. **Copies necessary for internal deployment.** The Enrolled Affiliate may make as many copies of the Products as it needs to distribute them within its organization. Copies must be true and complete (including copyright and trademark notices) and be from master copies obtained from a Microsoft approved fulfillment source. The Enrolled Affiliate may use a third party to make these copies but the Enrolled Affiliate agrees that it will be responsible for that third party's actions. The Enrolled Affiliate agrees to use reasonable efforts to make its employees, agents, and any other individuals that it allows to use the Products aware that the Products are licensed from Microsoft and are subject to the terms of this agreement.
- b. **Copies for training, evaluation and back-up.** The Enrolled Affiliate may (1) use up to 20 complimentary copies of any Product in a dedicated training facility on its premises, (2) use up to 10 complimentary copies of any Product for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations.
- c. **Re-imaging rights.** Re-imaging is permitted using the Product media on the following conditions. If the Microsoft Product(s) is licensed (1) from an original equipment manufacturer (OEM) or (2) as full packaged Product through a retail source, then media provided under this agreement may be used to create images for those licensed machines in place of media provided through that separate source. This right is conditioned upon the following:
 - (i) A separate License must be owned from the separate source for each re-image.
 - (ii) The Product, language, version, and components licensed under the Enrollment must be identical to the Product, language, version, and components licensed from the separate source.
 - (iii) The Product type (e.g. upgrade or full License) must be identical to the Product type from the separate source.

Re-images made under this subsection remain subject to the terms and use rights provided with the License from the separate source. This subsection does not create or extend any warranty or support obligation.

8. *Work at home Product use rights.*

Generally, Enrolled Affiliate's faculty and staff users who are licensed to use Microsoft Office have the right, during the term of the Enrollment, to run one additional copy of that Product on another computer they own.

For each copy of Microsoft Office an Enrolled Affiliate licenses, the primary user (who may be any of its faculty, staff, or other employee users but not any student user who is not also an employee user) of the computer or similar device on or from which such Product is run may also run a second copy, during the term of this agreement (including any renewals) for work-related purposes only from either a laptop or desktop computer that he or she owns or leases.

Enrolled Affiliates must make reasonable efforts to ensure that faculty, staff, or other employee users delete and remove such copies from the temporary memory (RAM) and permanent memory (e.g. hard disk) of their computers at the end of the term of this agreement.

9. *Distributing media to faculty and staff.*

Media that Enrolled Affiliate distributes to its faculty and staff for work-at-home purposes must be acquired from a Microsoft-approved source. Enrolled Affiliate can also distribute Product for work-at-home purposes via controlled download or manual installation at a controlled central location as

described below.

Access to media by Enrolled Affiliate's faculty and staff for work-at-home purposes must be restricted and regulated by Enrolled Affiliate. All media for Product distributed to Enrolled Affiliate's faculty and staff for work-at-home purposes must be acquired from a Microsoft approved fulfillment source, and such Product may be distributed to such users only in the following ways:

- a. if Enrolled Affiliate acquires media for work-at-home, Enrolled Affiliate may distribute one copy of such media directly to each authorized work-at-home user. Work-at-home media may contain Product activation features that limit the number of installations; Reseller can identify media and Product that contains Product activation features. Enrolled Affiliate can get details on ordering and distributing work-at-home media at <http://www.microsoft.com/education/studentmedia.mspx> or
- b. utilizing volume licensing media via (i) controlled download from Enrolled Affiliate's secure network server(s) or other storage device(s) or (ii) manual installation by Enrolled Affiliate at a central location that Enrolled Affiliate controls.

10. *Redistribution of software updates to students.*

Enrolled Affiliate has limited rights to distribute software updates to students. If it does so, it must use one of the distribution methods and comply with the limitations described below. Enrolled Affiliate has obligations with regard to tracking and replacement of software updates that it distributes as described below. Microsoft disclaims all warranties and limits its liabilities arising out of software updates as described below. No support is provided for software updates under this agreement.

- a. **License Grant.** From time to time, Microsoft may make available to the general public additional or replacement code of any portion of Microsoft's licensed Products without a fee (software updates). Microsoft grants Enrolled Affiliate a limited, non-exclusive, royalty-free, non-assignable, non-transferable, revocable License to distribute the software updates to Enrolled Affiliate's students in accordance with the terms of this section. Enrolled Affiliate's students must use the software updates solely for their personal benefit in accordance with the end-user License Agreement with Microsoft (EULA) included with each software update.
- b. **Redistribution of software updates.** Enrolled Affiliate may redistribute software updates to its students (1) by electronic means provided that Enrolled Affiliate's method of electronic distribution is adequately licensed and incorporates access control and security measures designed to (a) prevent modification of the software updates and (b) prevent access by the general public or, where available, (2) through acquiring authorized copies on fixed media from a fulfillment source approved by Microsoft.
- c. **Limitations.** Enrolled Affiliate may not (1) produce or replicate software updates onto CDs or other distributable storage media; (2) combine the software updates with other non-Microsoft software; (3) distribute any software updates as a stand-alone component via email attachment; (4) charge for the software updates, but Enrolled Affiliate may recover any reasonable costs incurred in providing the updates to its students; (5) remove, modify, or interfere with the EULA or the EULA acceptance functionality included by Microsoft with any software update; or (6) alter the software updates in any way. Microsoft is not responsible for any cost related to the acquisition, distribution or recall of the software updates.
- d. **Tracking and recall, replacement software updates.** Enrolled Affiliate must track the quantity and method of distribution of the software updates by means that will allow it to provide notice of a recall and offer replacements as provided in this subsection. Enrolled Affiliate agrees to stop redistributing software updates within 10 days of receipt of a notice of recall from Microsoft, and within 30 days of that notice, Enrolled Affiliate agrees to (1) return to Microsoft or destroy all copies of software updates in Enrolled Affiliate's possession and (2) notify Enrolled Affiliate's students of the recall by same or similar means in which they were notified of the availability of the software updates.

If Microsoft makes available to Enrolled Affiliate a replacement software update, Enrolled Affiliate agrees to make the replacement available to its students within 10 days of receipt in the same quantity and method of distribution as Enrolled Affiliate made the original software update available. Enrolled Affiliate's distribution of replacement software updates is subject to the same conditions and restrictions as software updates under this section.

- e. **No warranties, exclusion of indirect, special, incidental, consequential, and certain other damages.** Notwithstanding anything to the contrary in this agreement, and to the extent permitted by law, software updates that Enrolled Affiliate redistributes to its students are provided "as is" without any warranties. Institution and its Enrolled Affiliates acknowledge that the provisions of this paragraph with regard to the software updates are reasonable having regard to, among other things, the fact that they are complex computer software and their performance will vary depending upon hardware, platform, and software interactions and configurations.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES THAT ARISE OUT OF OR ARE IN ANY WAY RELATED TO INSTITUTION'S REDISTRIBUTION OF THE SOFTWARE UPDATES TO INSTITUTION'S STUDENTS. FURTHERMORE, IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY SUCH DAMAGES BASED DIRECTLY OR INDIRECTLY UPON THE PROVISION OF SOFTWARE UPDATES OR UNAVAILABILITY OF SOFTWARE UPDATES — INCLUDING WITHOUT LIMITATION, DAMAGES DUE TO BUSINESS INTERRUPTION, LOSS OF PROFITS, REVENUE OR BUSINESS OPPORTUNITY, LOSS OF DATA AND THE LIKE, FAILURE TO MEET ANY DUTY, OR NEGLIGENCE.

- f. **Limitation of Liability.** With respect to Enrolled Affiliate's redistribution of the software updates, the Limitation of Liability provisions of this agreement shall apply in those situations in which Institution or an Enrolled Affiliate has a right to claim damages or payment from Microsoft.
- g. **No Support.** software updates that Enrolled Affiliate redistributes to its students are provided without any support obligation by Microsoft, including any benefits accruing from Software Assurance.

11. *Transferring and reassigning Licenses.*

Enrolled Affiliate can transfer Licenses to an Affiliate and to other qualified educational users in connection with a divestiture, merger, or consolidation, provided it gives notice to Microsoft. Enrolled Affiliate cannot transfer Licenses to third parties under other circumstances without Microsoft's prior consent. Transferees must agree to be bound by applicable terms. License transfers must be permanent. With certain exceptions, Software Assurance cannot be transferred. All versions of upgrades must be transferred together. Operating system Licenses must stay with the computer system on which they were first installed. Generally, Enrolled Affiliate can reassign Licenses internally from one user to another or from one desktop to another.

a. **Transferring Licenses to Affiliates or other qualified educational users.**

- (i) **Right to transfer.** Enrolled Affiliate may transfer fully-paid perpetual Licenses to (1) an Affiliate or (2) other qualified educational users in connection with a divestiture of an Affiliate or of an operating division of the Enrolled Affiliate or one of its Affiliates, a merger, or consolidation. To do so, the Enrolled Affiliate must complete a transfer notice form which can be obtained from <http://microsoft.com/licensing/contracts> and send the notice to Microsoft before the transfer. All other transfers require Microsoft's prior written consent. Guidance on what types of transfers are permissible can be found at <http://microsoft.com/licensing/contracts>. No License transfer will be valid unless the Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, the applicable Product use rights, use restrictions, limitations of liability, and the transfer

restrictions described in this section. Any transfer not made in compliance with this section will be void. The resale of Licenses is expressly prohibited.

(ii) Certain transfers not permitted. The Enrolled Affiliate may not transfer any of the following:

- Licenses on a short-term basis (90 days or less),
- temporary rights to use Products,
- Software Assurance coverage,
- perpetual Licenses for any version of any Product acquired through Software Assurance separate from the underlying perpetual Licenses for which that Software Assurance coverage was obtained, or
- an upgrade License for a desktop operating system Product separate from the underlying desktop operating system License or from the computer system on which the Product is first installed.

b. Internal reassignment of Licenses and Software Assurance.

(i) For Products other than the desktop operating system. For Products other than the desktop operating system, the Enrolled Affiliate may reassign Licenses internally. However, the Enrolled Affiliate may not reassign Licenses on a short-term basis (90 days or less) or reassign Software Assurance or other upgrade coverage separate from the underlying License, except as provided otherwise in this agreement. The Enrolled Affiliate may not reassign desktop operating system Licenses from one computer to another.

(ii) For desktop operating systems. The Enrolled Affiliate may reassign Software Assurance coverage on desktop operating systems from the original computer to a replacement computer internally, so long as (1) the replacement computer is licensed to run the latest version of that operating system and (2) the Enrolled Affiliate removes any desktop operating system upgrades from the original computer.

12. Confidentiality.

Each party agrees not to use or disclose the other's Confidential Information except as necessary to further the purposes of the agreement. Each party agrees to take reasonable steps to protect that information, to return it or destroy it upon request, and to cooperate with one another if a disclosure occurs. Each party also agrees that if either party gives the other party feedback about the other's products or services, that feedback is not confidential.

a. Definition of "Confidential Information." "Confidential Information" means information marked or otherwise identified in writing by a party as proprietary or confidential, or information that, under the circumstances surrounding the disclosure, the receiving party reasonably should recognize as being confidential. It includes non-public information regarding either party's products or customers, marketing and promotions, and the negotiated terms of Microsoft agreements.

b. Information not considered confidential. Confidential Information does not include information which:

- (i)** the recipient developed independently,
- (ii)** the recipient knew before receiving it from the other party, or
- (iii)** is or subsequently becomes publicly available or is received from another source, in both cases other than by a breach of an obligation of confidentiality.

c. Use of Confidential Information. For a period of 5 years after initial disclosure, neither party will:

- (i) use the other's Confidential Information without the other's written consent except in furtherance of this business relationship or as expressly permitted by this agreement or
 - (ii) disclose the other's Confidential Information, except to obtain advice from legal or financial consultants, or if compelled by law (in which case the party compelled to make the disclosure will use its best efforts to give the other party notice of the requirement so that the disclosure can be contested).
- d. **Protection of Confidential Information.** Each party will take reasonable precautions to safeguard the other party's Confidential Information. Those precautions will be at least as great as the precautions that the other party takes to protect its own Confidential Information. Each party will disclose the other's Confidential Information to its employees, consultants, or subcontractors only on a need-to-know basis and subject to the confidentiality obligations imposed here. When Confidential Information is no longer necessary to perform any obligation under this agreement, each party will return it to the other party or destroy it at the other's request.
- e. **Cooperation in the event of disclosure.** Each party will immediately notify the other party upon discovery of any unauthorized use or disclosure of Confidential Information and will help the other party regain possession of the Confidential Information and prevent further unauthorized use or disclosure.
- f. **Right to use feedback.** If one party provides suggestions for changes or improvements, or other feedback, to the other party about the other party's products or services, the party receiving the feedback may use it for any purpose without obligation of any kind except that the receiving party will not disclose the source of feedback without the consent of the party providing it.

13. *Warranties.*

Microsoft warrants that its Products will work substantially as described in the accompanying documentation, subject to certain limitations. If not, Microsoft will provide replacement Product or a refund. Microsoft disclaims all other warranties.

- a. **Limited Product warranty.** Microsoft warrants that each version of a Product licensed by Institution will perform substantially as described in the applicable Microsoft user documentation. This warranty is subject to the following limitations:
 - (i) the warranty applies for one year from the date Institution first runs a copy of the Product;
 - (ii) any implied warranties, guarantees, or conditions last only during the term of the limited warranty except where applicable law does not permit such a limitation;
 - (iii) the warranty does not cover problems caused by accident, abuse, or use of the products in a manner inconsistent with this agreement or the Product use rights or resulting from events beyond Microsoft's reasonable control;
 - (iv) the warranty does not apply to components of Products that Institution is permitted to redistribute; and
 - (v) the warranty does not apply to problems caused by the failure to meet minimum system requirements.
- b. **Remedies for breach of limited Product warranty.** If Institution notifies Microsoft within the warranty period that a Product does not meet the limited warranty, then Microsoft will, at its option, either (1) return the price paid for the Product or (2) repair or replace the Product. These are Institution's only remedies for breach of the limited warranty unless other remedies are required to be provided under applicable law.
- c. **DISCLAIMER OF OTHER WARRANTIES. OTHER THAN THIS LIMITED WARRANTY, MICROSOFT PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES.**

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.

14. *Defense of infringement and misappropriation claims.*

Microsoft agrees to defend Institution and its Affiliates against claims that Microsoft Product infringes someone else's intellectual property rights and pay any damages awarded by a court or in a settlement. There are a number of exceptions which limit Microsoft's obligations in cases where Institution or its Affiliates have contributed in some way to the claim. If something Institution or its Affiliates have done has caused the claim and Microsoft is damaged, Institution must reimburse Microsoft.

If Microsoft believes that it is necessary to avoid an infringement claim, Microsoft may replace or modify the Products Institution and its Affiliates are using. If someone enjoins Institution's use of a Product, Microsoft will, at its option, replace the Product, modify it to make it non-infringing, obtain the rights Institution needs to keep using it, or refund Institution's money.

- a. Agreement to protect.** Microsoft will defend Institution and its Affiliates against any claims made by an unaffiliated third party that any Product or Fix infringes its patent, copyright or trademark, or makes intentional unlawful use of its trade secret or undisclosed information. Microsoft will also pay the amount of any resulting adverse final judgment (or settlement to which Microsoft consents). This section provides the exclusive remedy for these claims. The terms "intentional unlawful use" and "undisclosed information" are used as defined in Article 39.2 of the TRIPs agreement.
- b. What the Institution must do.** Microsoft must be notified promptly in writing of the claim and given sole control over its defense or settlement. Institution agrees to provide Microsoft with reasonable assistance in defending the claim, and Microsoft will reimburse Institution for reasonable out of pocket expenses incurred in providing that assistance.
- c. Limitations on defense obligation.** Microsoft's obligations will not apply to the extent that the claim or adverse final judgment is based on:
- (i) running of the Product or Fix after notice to discontinue running due to such a claim;
 - (ii) combining the Product or Fix with a non-Microsoft Product, data, or business process;
 - (iii) damages attributable to the value of the use of a non-Microsoft product, data, or business process;
 - (iv) altering the Product or Fix;
 - (v) distribution of the Product or Fix to, or its use for the benefit of, any third party;
 - (vi) use of Microsoft trademark(s) without express written consent to do so; or
 - (vii) any trade secret or undisclosed information claim, acquiring the trade secret or undisclosed information (1) through improper means, (2) under circumstances giving rise to a duty to maintain its secrecy or limit its use, or (3) from a person (other than Microsoft or its Affiliates) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret or undisclosed information.
- Institution will reimburse Microsoft for any costs or damages that result from these actions.
- d. Specific rights and remedies in case of infringement.**
- (i) **Microsoft's rights in addressing possible infringement.** If Microsoft receives information concerning an infringement claim related to the Product or a Fix, Microsoft may, at its expense and without obligation to do so, either
 - procure the right to continue to run the allegedly infringing Product or Fix, or

- modify the Product or Fix or replace it with a functional equivalent to make it non-infringing, in which case running the allegedly infringing Product or Fix must be stopped immediately.
- (ii) Institution's specific remedy in case of injunction.** If, as a result of an infringement claim, the use of the Product or a Fix is enjoined by a court of competent jurisdiction, Microsoft will, at its option, either
- procure the right to continue its use, or
 - replace it with a functional equivalent, modify it to make it non-infringing, or
 - refund the amount paid and terminate the License for the infringing Product or Fix.

If any other type of third party claim is brought regarding Microsoft's intellectual property, Institution must notify Microsoft promptly in writing. Microsoft may, at its option, choose to treat these claims as being covered by this section. This section provides the exclusive remedy for third party infringement and trade secret misappropriation claims.

15. *Limitation of liability.*

Microsoft limits its and its contractors' liability to Institution and its Affiliates to the amount of money paid under this agreement to Microsoft for the Product or service giving rise to the claim. However, this limit does not apply to Microsoft's obligations under the section titled "Defense of infringement and misappropriation claims" or to damages Institution or Enrolled Affiliate incurs because of Microsoft's breach of its confidentiality obligations or because of Microsoft's gross negligence or willful misconduct.

Each party agrees that it will not be liable to the other for consequential, indirect, punitive, or special damages except those that result from a breach of confidentiality or from one party violating the other's intellectual property rights.

- a. Limitation on liability.** Except as otherwise provided in this section, to the extent permitted by applicable law, Microsoft's liability and that of Microsoft's contractors to Institution and its Affiliates arising under this agreement shall be limited to direct damages up to the amount paid under this agreement for the Product or services giving rise to that liability. In the case of free Product, services provided free of charge, or code that Institution or its Affiliates are authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to U.S.\$5,000. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, these limitations will not apply to:
- (i)** Microsoft's obligations under the section titled "Defense of infringement and misappropriation claims", or
 - (ii)** liability for damages for gross negligence or willful misconduct caused by Microsoft or its agents and awarded by a court of final adjudication, or
 - (iii)** liabilities arising out of any breach by Microsoft of its obligations under section titled "Confidentiality," or
 - (iv)** liability for personal injury or death caused by Microsoft's negligence or that of its employees or agents or for fraudulent misrepresentation.
- b. EXCLUSION OF CERTAIN DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES OR SUPPLIERS, WILL BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO**

THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATIONS OR OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

16. Verifying compliance.

Generally, Microsoft has the right to review Institution's and its Enrolled Affiliates records or conduct an onsite audit through an independent auditor. Microsoft will pay for the costs of the audit unless it reveals a material noncompliance.

- a. Right to verify compliance.** Institution and its Enrolled Affiliates must keep records relating to the Products it and its Affiliates use under any license agreement. Microsoft has the right to verify compliance with the agreement, at Microsoft's expense, during the term of the applicable Enrollment and for a period of one year thereafter.
- b. Verification process and limitations.** To verify compliance, Microsoft will engage an independent accountant from an internationally recognized public accounting firm, which will be subject to a confidentiality obligation. Verification will take place upon not fewer than 30 days notice, during normal business hours, and in a manner that does not interfere unreasonably with Institution's or its Enrolled Affiliates operations. As an alternative, Microsoft will have the option to require Institution to complete Microsoft's self-audit questionnaire relating to the Products Institution and any of its Affiliates use under this agreement.

If Microsoft undertakes verification and does not find material unlicensed use (License shortage of 5% or more), Microsoft will not undertake another verification of the same entity for at least one year. Microsoft and Microsoft's auditors will use the information obtained in compliance verification only to enforce Microsoft's rights and to determine whether Institution and its Enrolled Affiliates are in compliance with the terms of this agreement. By invoking the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other means permitted by law.

- c. Remedies for noncompliance.** If verification or self-audit reveals any unlicensed use, the applicable Enrolled Affiliate(s) must promptly order sufficient Licenses to cover their use. If material unlicensed use is found, Institution must reimburse Microsoft for the costs Microsoft has incurred in verification and acquire the necessary additional Licenses as single retail Licenses within 30 days.

17. Term and termination.

This agreement, and all Enrollments submitted under it, end 36 full calendar months from the effective date of this agreement, unless the agreement is renewed or terminated earlier. Generally, existing Enrollments may be terminated if either party breaches the agreement and does not cure the breach in the time allotted. Generally, Enrolled Affiliate must order Licenses for copies of Products it has been using but has not yet placed orders for, and pay for all Licenses in full.

- a. Term.** This agreement will remain in effect for 36 full calendar months following the agreement effective date unless it is renewed or terminated earlier as described below. All Enrollments entered into under this agreement will expire or terminate upon the expiration or termination of this agreement unless terminated earlier as described below.
- b. Termination for breach.** Either party to an Enrollment may terminate it if the other party materially breaches its obligations under this agreement, including the failure to uphold any obligation to submit orders or pay amounts owed. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days notice and opportunity to cure. If Microsoft gives such notice to an Enrolled Affiliate, Microsoft will give Institution a copy of that notice as well and Institution agrees to assist in attempting to resolve the breach. If the breach also affects other Enrollments and cannot be resolved between Institution and Microsoft within a reasonable period of time, Microsoft may also terminate this

agreement and all other Enrollments under it. If an Enrolled Affiliate ceases to be Institution's Affiliate, Institution must promptly notify Microsoft of this fact, and Microsoft may terminate its Enrollment.

Microsoft may terminate this agreement and any Enrollment(s) immediately if Institution fails to continue to qualify as a qualified educational user as identified at <http://microsoft.com/licensing/contracts>.

If no orders are received under an Enrollment in a 12-month period, the Enrollment will be terminated 13 months after the effective date of the Enrollment.

- c. Early termination.** If an Enrolled Affiliate terminates its Enrollment as a result of Microsoft's breach, or if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be Institution's Affiliate, then the Enrolled Affiliate will have the following options:
- (i)** It may immediately pay the total remaining amount due, including all installments, in which case the Enrolled Affiliate will have perpetual Licenses for all copies of the Products it has ordered; or
 - (ii)** It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for (1) all copies of Products for which payment has been made in full and (2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in an initial or renewal term) for which payment has been made in installments that is proportional to the total of payments made versus total amount due if the early termination had not occurred.
- d. Effect of termination or expiration.** Upon expiration or termination of this agreement or any Enrollment, the Enrolled Affiliate must order Licenses for all copies of Products it or its Affiliates have run under its Enrollment for which the Enrolled Affiliate has not previously submitted an order. Except as provided in the subsection titled "Early Termination," in the event of termination, all unpaid installments of the price for any Licenses will immediately become due and payable, and the Enrolled Affiliate will be entitled to perpetual Licenses only after all such payments have been made.

18. *How to renew this agreement.*

Institution, at its option, can renew the agreement for an additional one-year or three-year term.

- a. Renewal.** Microsoft will provide Institution with 60 days' prior written notice of expiration of the initial agreement or renewal term, advising Institution of Institution's renewal options. Institution may have the option to renew this agreement for one term of either 12 or 36 full calendar months. If Institution renews this agreement, all Enrollments under this agreement are automatically renewed. Microsoft and its Affiliates will not unreasonably reject any renewal order. However, Microsoft may make a change to this program that will make it necessary for Institution and Institution's Enrolled Affiliates to enter into new agreements and Enrollments.
- b. Placing renewal orders.** If an Enrolled Affiliate wishes to renew Software Assurance for any copies of Licenses ordered under its previous Enrollment, it must submit a Renewal Order for those copies within 30 days after the previous Enrollment expires. The renewal term will start the day after the expiration date of the previous Enrollment term. Upon renewal of this agreement, an Enrolled Affiliate will not be eligible to order Software Assurance coverage for any copies of any Products for which it obtained only a License without first acquiring L&SA.
- c. Consequences of non-renewal.** If Institution elects not to renew this agreement, or if an Enrolled Affiliate elects not to renew Software Assurance coverage for any copies of any Product licensed under an Enrollment, and it otherwise allows Software Assurance for those copies to lapse, then the Enrolled Affiliate will not be permitted to order Software Assurance for those copies later without first acquiring L&SA.

19. *Miscellaneous.*

- a. **Notices to Microsoft.** Notices, authorizations, and requests in connection with this agreement must be sent by regular or overnight mail, express courier, fax, or email to the addresses and numbers listed in this agreement. Notices will be treated as delivered on the date shown on the return receipt or on the courier, fax, or email confirmation of delivery.

Copies should be sent to:
Microsoft Corporation Legal and Corporate Affairs Volume Licensing Group One Microsoft Way Redmond, WA 98052 USA Via Facsimile:(425) 936-7329

- b. **No transfer of ownership.** Microsoft does not transfer any ownership rights in any licensed Product. Microsoft reserves all rights not specifically granted. The Products are protected by copyright and other intellectual property rights laws and international treaties.
- c. **Severability.** If a court holds any provision of this agreement to be illegal, invalid, or unenforceable, the rest of the document will remain in full force and effect and this agreement will be amended to give effect to the portion of the agreement that was eliminated to the maximum extent possible.
- d. **Waiver.** A waiver of any breach of this agreement is not a waiver of any other breach. Any waiver must be in writing and signed by an authorized representative of the waiving party.
- e. **Resellers and other third parties cannot bind Microsoft.** Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **This agreement is not exclusive.** Institution is free to enter into agreements to license, use or promote non-Microsoft software or services.
- g. **Entire agreement.** The documents identified on the cover page of this agreement constitute the entire agreement concerning the subject matter and supersedes any prior or contemporaneous communications. In the case of a conflict between any documents identified in the first page that is not resolved expressly in the documents, their terms will control in the following order: (1) these terms and conditions and the signature form, (2) the Product List, (3) the Product use rights applicable to Products licensed under this agreement, (4) any Enrollment entered into under this agreement, and (5) any order submitted under this agreement.
- h. **Assignment.** Assignment or transfer of this agreement or the rights or obligations must have Microsoft's prior written approval. Microsoft may transfer this agreement or its rights and obligations to one of Microsoft's affiliated companies.
- i. **Survival.** Provisions regarding Product use rights, restrictions on use, transfer of Licenses, warranties, defense of infringement and misappropriation claims, limitations of liability, confidentiality, compliance verification, and obligations on termination or expiration will survive termination or expiration of this agreement or any subscription.
- j. **Amending the agreement.** This agreement (except the Product List and the Product use rights) can be changed only by an amendment signed by both parties.
- k. **Institution's rights to privacy.** Microsoft and Institution, and their Affiliates will comply with all applicable privacy and data protection laws and regulations. Institution and its Affiliates will not give any data to Microsoft containing personal information unless the owner of the data has specifically authorized Institution to do so for use as contemplated in the last sentence of this subsection. Institution agrees to allow Microsoft to use the contact

information Institution gave to Microsoft to allow Microsoft and other parties to help Institution comply with this agreement. Any personal information Institution provides in connection with this agreement will be used and protected according to the privacy statement available at <https://licensing.microsoft.com>.

- i. Applicable currency.** Payments Institution or its Enrolled Affiliates make under this agreement must be in the approved currency for the respective locale. For details, please see <http://microsoft.com/licensing/contracts>.
- m. Advisor fee.** Microsoft sometimes pays fees to Software Advisors or other third parties authorized by Microsoft. The fees are in exchange for their advisory services. The payment of fees depends upon several factors, including the type of agreement under which Enrolled Affiliate orders Licenses, which Licenses Enrolled Affiliate orders, and whether Institution chooses to use an advisor. The fee amounts increase with the size of the orders Institution placed under this agreement.
- n. Applicable law.** This agreement shall be interpreted in accordance with and governed by the laws of the state of Washington unless Institution is a public qualified educational user, in which event this agreement shall be interpreted in accordance with and governed by the laws of Institution's state, in either case without giving effect to conflicts of law provisions. This choice of law does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.
- o. Export obligations.** U.S. export laws and regulations apply to Products and Fixes. Institution must obey all domestic and international export laws and regulations that apply to Products and Fixes. These laws include restrictions on destinations, end users and end use. For additional information, go to <http://microsoft.com/exporting/>.
- p. Natural disaster.** In the event of a "natural disaster", Institution may have special rights, please go to <http://www.microsoft.com>.

