

## Amendment to Contract Documents

Enrollment Number

000-  
EDUSERVNOV17

This amendment (“Amendment”) is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

## Campus and School Agreement Custom Terms CTM

**1. Additional Terms.** Notwithstanding anything to the contrary, the following section entitled “Additional Terms” is hereby added to the Campus and School Agreement (“Agreement”):

**1.1 Effective Date.** Section 9.a is deleted in its entirety and replaced and restated as follows: The effective date of this Agreement and amendment is November 1st 2017. The concessions of this amendment will be in effect for any participating Enrollments for Education Solutions (“Enrollment”) signed and activated before December 31st 2020. All concessions and amendments to the standard Agreement and Enrollment documents are limited to the initial term of 36 months and are not applicable in case of an extension or renewal of the Enrollment or Agreement. This Agreement will remain in effect unless terminated by either party as described in Section 9.c.

**1.2 Qualified Educational User.** In addition, and at customer’s request, Microsoft confirms that the terms and conditions set out in the Agreement and the Enrollment are binding for the participating Qualified Educational Users to the enrollments only and that as such Eduserv is under no obligation to declare, report, subscribe to or purchase any licenses from Microsoft or Microsoft resellers, on behalf of the Institutions it may represent for the purpose of this Agreement.

**1.3 Framework structure and Responsibilities.** For the avoidance of doubt, we would like to clarify the contractual architecture which directly impacts the rights and obligations of Eduserv and associated enrolled Institutions. Although it is practice, in frameworks such as this, for the Agreement to be signed on a national level, you will notice that the definition of the participating Institution which accepts the terms or the agreement is directly linked to the entity which signs the subscription enrollments. The term “you” would therefore be defined as each enrolled Institution in this instance and all rights and obligations in the Agreement and the individual subscription Enrollment would therefore be attributable directly to each enrolled Institution. Eduserv does not take a position of responsibility for the actions or omissions of the associated enrolled Institution.

**2. Alterations and Replacements of Agreement Content.** Notwithstanding anything to the contrary, the following sections are hereby deleted and replaced in all participating Enrollment for Education Solutions under the Agreement identified above:

**2.1** In the Enrollment for Education Solutions Section 2.a. (EES) “Minimum requirements for Enrollment for Education Solutions” is deleted in its entirety and replaced and restated as follows:

**“Section 2.a. Minimum requirements for Enrollment for Education Solutions.”**

This Enrollment allows Institution to license Products on a subscription basis across its Organization. Institution defines its Organization and can select from two different licensing options (Knowledge Workers or Students), depending on the Users it wishes to enable to use the Products licensed.

The initial order must include Subscription Licenses for at least:

- (i) One Education Platform Product for an Organization-wide Count of at least 100; OR
- (ii) One Education Platform Product for a Student Count of at least 100.

These minimum requirements are waived if Institution has a Qualifying Enrollment. Institution must submit an order within 30 days of the effective date of the Enrollment. Microsoft may refuse to accept this Enrollment if it has a business reason for doing so.

**2.2** In the Enrollment for Education Solutions Section 3.b. (EES) “Price levels.” and - to the extent agreed upon in the individual enrollments of each participating Institution - is deleted in its entirety and replaced and restated as follows:

**“Section 3.b. Price levels”**

Institution’s actual prices will be determined by agreement between Institution and its reseller. 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.

**a) Knowledge Worker Pricing.**

This contract allows each Licensing Solution Partner (LSP) to facilitate the Institution to obtain Education Platform Products for their Knowledge Workers at price level B if applicable. For other products, there is only one standard price level available.

**Pricing for the customer.** It is agreed that the price payable by an eligible Institution to the LSP is solely to be negotiated with the LSP only.

**2.3 Applicable law.** Clause 18(g) **Applicable law, venue and jurisdiction** of the Campus and School Agreement is deleted in its entirety and replaced and restated as follows:

If this agreement is entered into with a Microsoft Affiliate located in Europe, the agreement will be governed by and construed in accordance with English law. Any dispute arising out of or in relation to Professional Services will be governed by the law of the jurisdiction where the Microsoft Affiliate delivering the Professional Services is organized. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this agreement or any Enrollment.

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:**

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