

Amendment to Contract Documents

Enrollment Number

FY18-MOE-
2018621A

These amendments are entered into between the parties identified on the attached program signature form. They amend the Enrollment or Agreement identified above. All terms used but not defined in these amendments will have the same meanings provided in that Enrollment or Agreement.

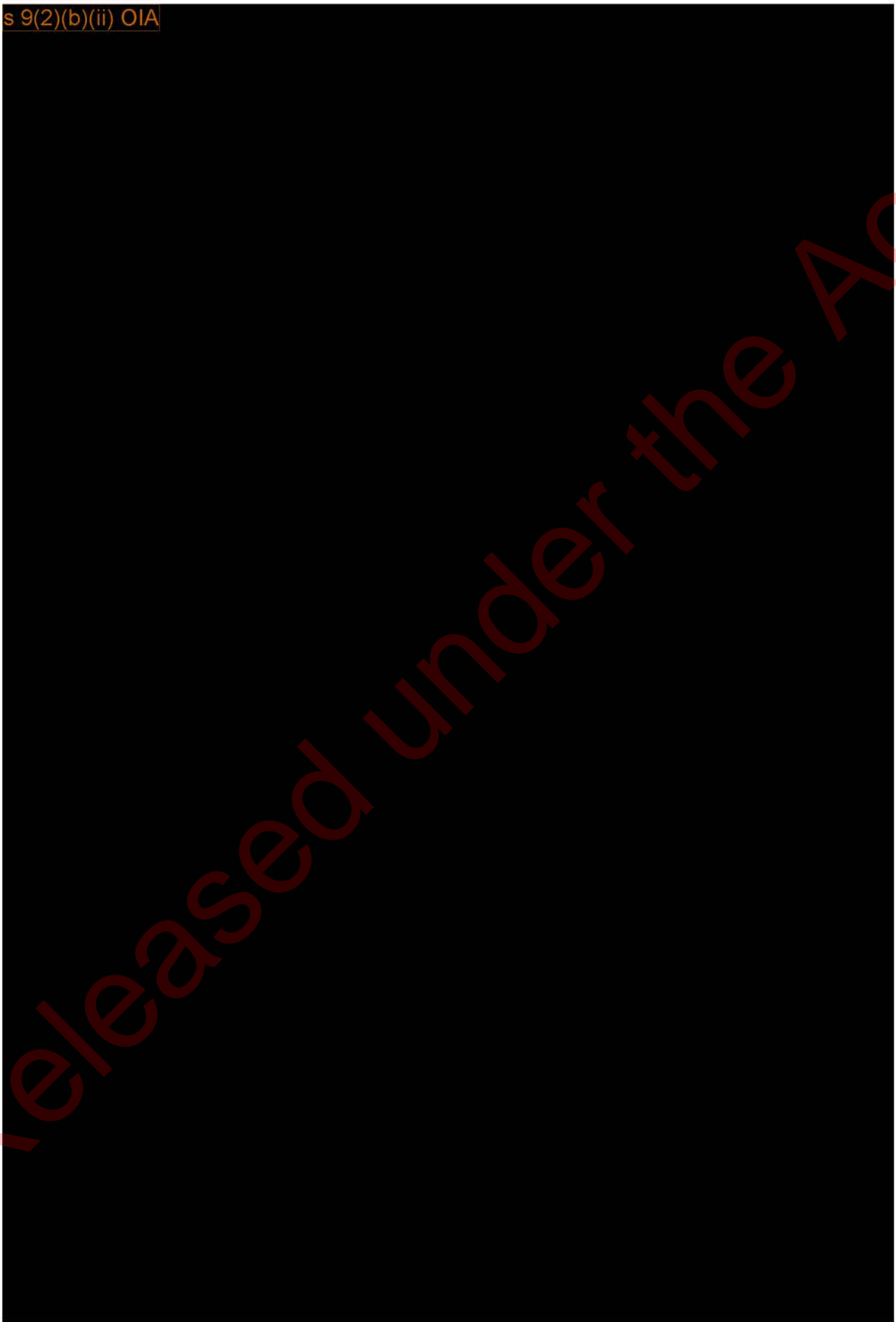
For the purposes of this Amendment, "Entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Entity, or other party entering into a volume licensing program agreement.

Enrollment for Education Solutions Early Commitment Amendment ID CTM

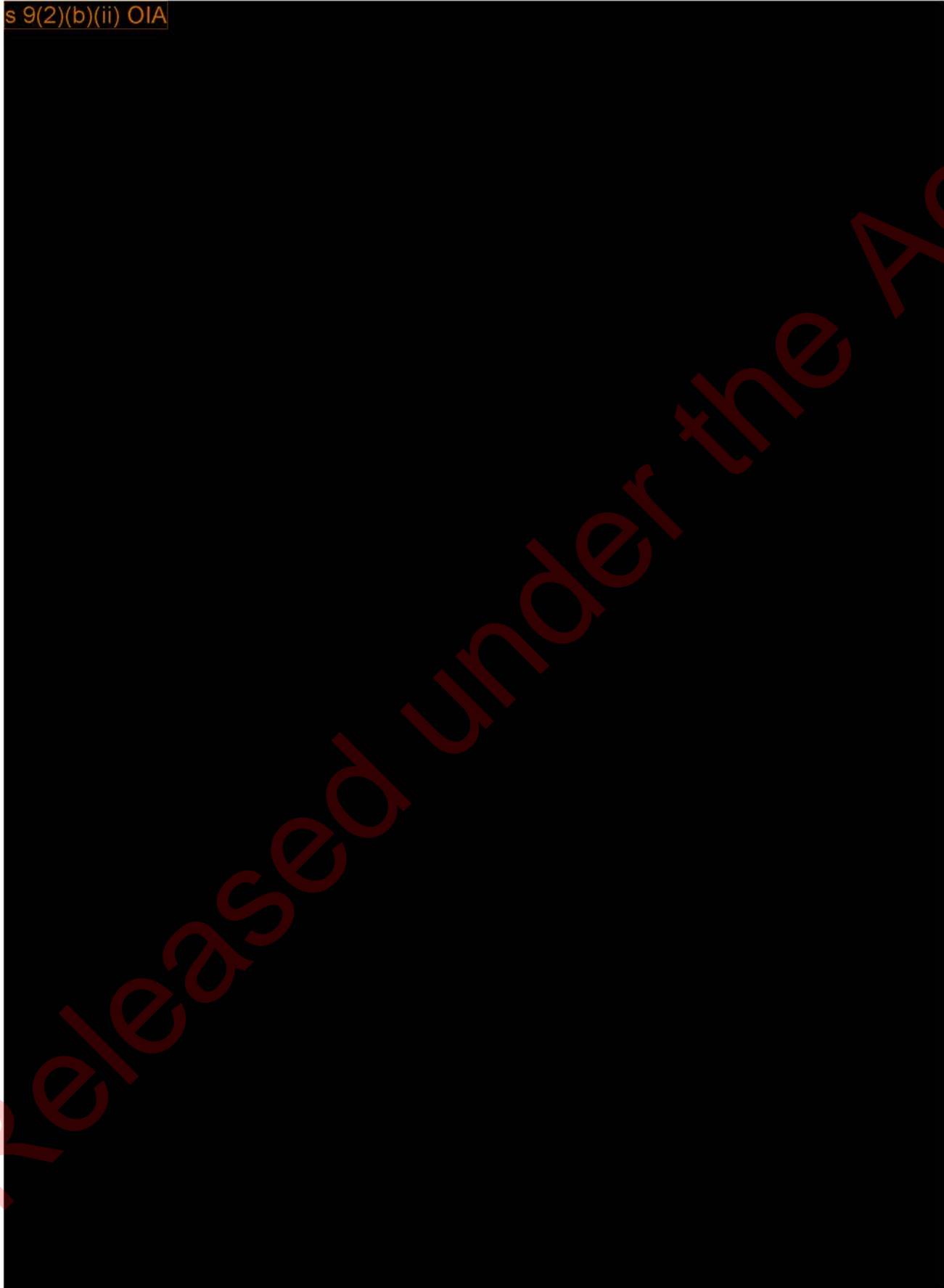
The parties agree that the Enrollment is amended by adding a section entitled "Early Commitment."

Early Commitment

- a. In this Amendment, "Entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Entity, or other party entering into a volume licensing program agreement.
- b. *Entity agrees to sign and complete the documents listed in the Program Signature Form prior to 30 June 2018. With the exception of the document listed in the appendix section which must be completed, signed and submitted to Microsoft by 15 December 2018.*
- c. *Microsoft will process the agreement by 30 June 2018 but Entity's Reseller shall only be invoiced one day following the Expiring Enrollment.*
- d. *The effective date of this Enrollment shall be one day following the Expiring Enrollment #7028880.*
- e. *Entity's initial order under this Enrollment, must be submitted prior to 15 December 2018 and must include a subscription of Microsoft 365 A3 for the Organization wide count ordered under the Expiring Enrollment number #7028880 for 36 full calendar months from the day after expiration. The following conditions apply to this renewal:*







Released under the Act

New Zealand Law

The parties agree that Sections 14(g) and 14(h) of the Campus and Schools Agreement will be replaced in its entirety with the following:

The terms of the agreement and each Enrollment entered into will be governed by the laws of New Zealand, and Microsoft and Entity will bring any action to enforce that Agreement in New Zealand. This choice of jurisdiction 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. The 1980 United Nations Convention on Contracts for the Sale of Goods and its related instruments will not apply to this agreement.

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.



Enrollment for Education Solutions Consortia Amendment Amendment ID CTM-EES23

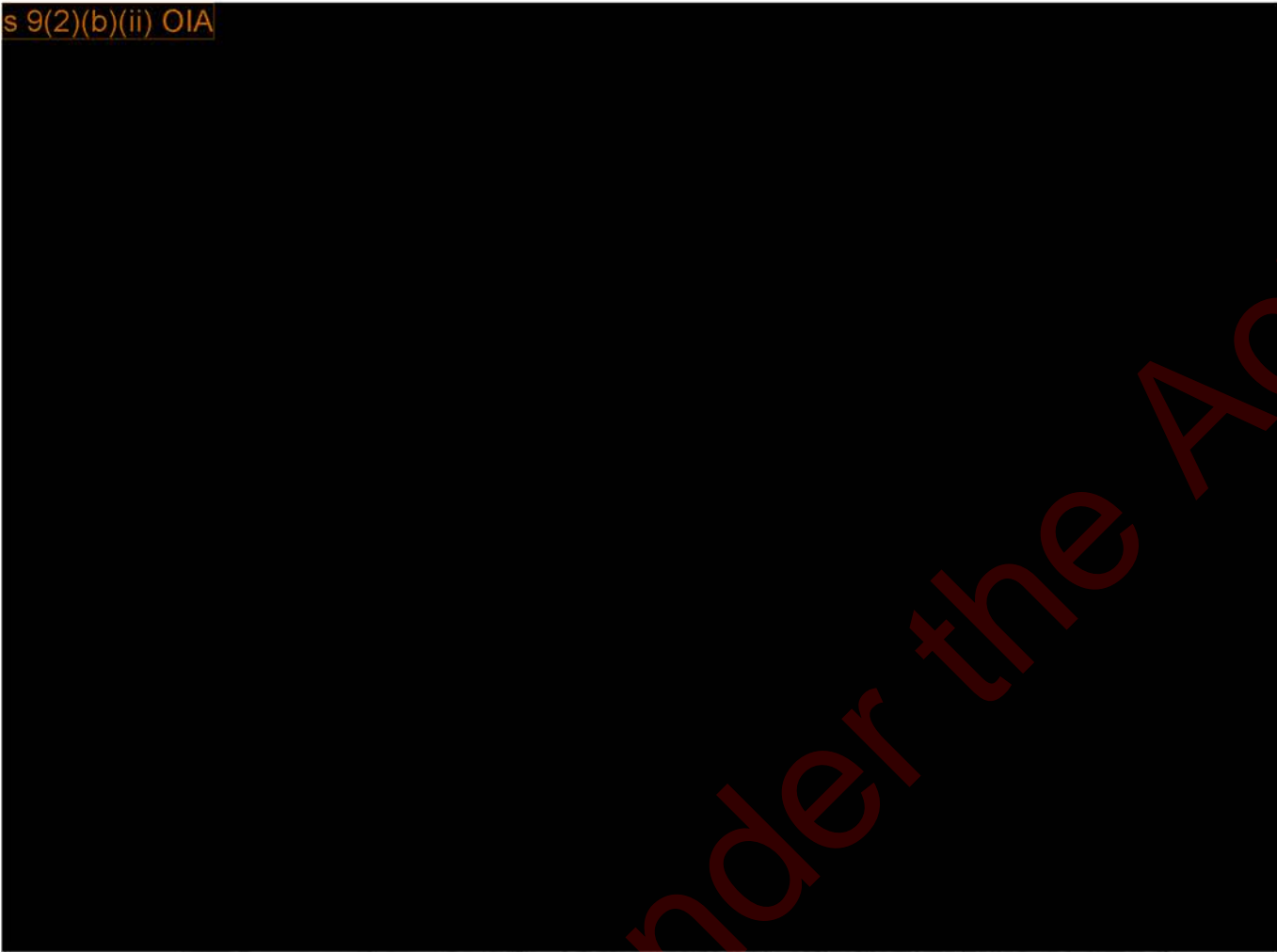
The parties agree to amend the Enrollment as follows:

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

Additional Terms

- a. Sublicensing.** Entity may sublicense its Licenses to Products acquired under its Enrollment to Participants as specified in this section.
 - (i) Participants.** A "Participant" means an educational Entity that (1) meets the Microsoft definition of Qualified Educational User located at www.microsoft.com/contracts; (2) is a member of Entity and is identified by Entity on the Participant Form attached to this amendment, and (3) has duly executed a Participation Agreement.
 - (ii) Participation Agreements.** Prior to sublicensing any Licenses to a Participant, Entity will verify that it has received an original, executed Participation Agreement from such Participant. Entity will maintain all original, executed Participation Agreements on its premises during the term of the Enrollment and for one year thereafter. During this time Entity shall make copies of the Participation Agreements available for inspection by Microsoft at Microsoft's request. Entity assumes joint and several liability to Microsoft for any acts or omissions of any Participants which, if taken or omitted by Entity as a licensee, would amount to a breach of the Enrollment.
 - (iii) Communication.** Entity agrees to establish and maintain a website and email distribution alias for the purpose of communicating pertinent information to Participants. Entity agrees that the website will be active within fifteen (15) days after this amendment becomes effective, and that it will be reasonably maintained. Entity 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 Entity'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.** Entity does not need to meet the Microsoft definition of Qualified Educational User located at <http://www.microsoft.com/contracts> so long as Entity does not order Products for use by non-Participants (including Entity's own Organization's internal use).

s 9(2)(b)(ii) OIA





Released under the Act

s 9(2)(b)(ii) OIA





Released under the Act



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Appendix

(NB: This Appendix is being provided to Enrolled Affiliate under the Early Commit Amendment as a template that the Enrolled Affiliate will be required to provide for each Participant between 1 September 2018 and 15 December 2018.) This may be submitted to Microsoft by the Reseller in Excel format.

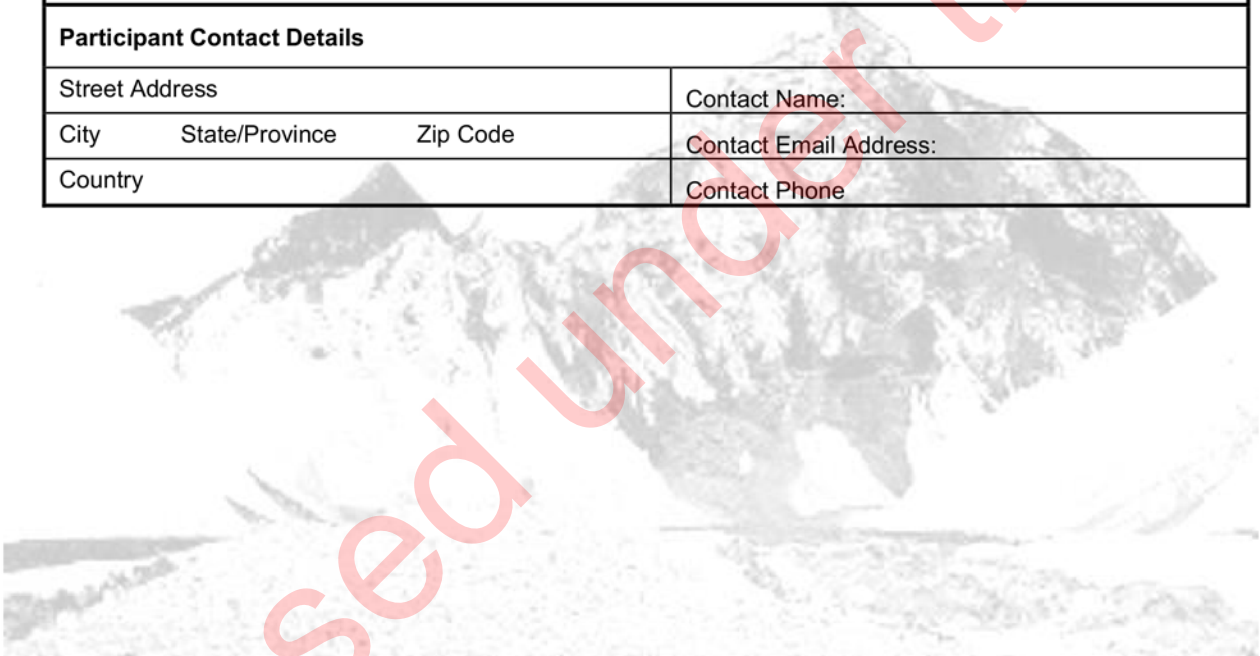
Enrollment for Education Solutions Participant Form
 Allow Consortia to Sign Agreement
 Amendment ID EES21

Organization Information	
Name of Entity	
Agreement Number	
Total Number of Knowledge Workers	
If Student Option is selected, Total Number of Students	

1. Participant	
Name of Entity:	
Participant Enrollment Details	
Participant Enrollment Number (<i>Consortium to complete</i>):	
Number of Knowledge Workers:	
If Student Option selected, number of Students:	
Participant Contact Details	
Street Address	Contact Name:
City State/Province Zip Code	Contact Email Address:
Country	Contact Phone
2. Participant	
Name of Entity:	
Participant Enrollment Details	
Participant Enrollment Number (<i>Consortium to complete</i>):	
Number of Knowledge Worker:	
If Student Option selected, number of Students:	
Participant Contact Details	
Street Address	Contact Name:

City	State/Province	Zip Code	Contact Email Address:
Country			Contact Phone
3. Participant			
Name of Entity:			
Participant Enrollment Details			
Participant Enrollment Number (<i>Consortium to complete</i>):			
Number of Knowledge Worker:			
If Student Option selected, number of Students:			
Participant Contact Details			
Street Address			Contact Name:
City	State/Province	Zip Code	Contact Email Address:
Country			Contact Phone
4. Participant			
Name of Entity:			
Participant Enrollment Details			
Participant Enrollment Number (<i>Consortium to complete</i>):			
Number of Knowledge Worker:			
If Student Option selected, number of Students:			
Participant Contact Details			
Street Address			Contact Name:
City	State/Province	Zip Code	Contact Email Address:
Country			Contact Phone
5. Participant			
Name of Entity:			
Participant Enrollment Details			
Participant Enrollment Number (<i>Consortium to complete</i>):			
Number of Knowledge Worker:			
If Student Option selected, number of Students:			
Participant Contact Details			
Street Address			Contact Name:
City	State/Province	Zip Code	Contact Email Address:
Country			Contact Phone
6. Participant			
Name of Entity:			
Participant Enrollment Details			
Participant Enrollment Number (<i>Consortium to complete</i>):			

Number of Knowledge Workers:	
If Student Option selected, number of Students:	
Participant Contact Details	
Street Address	Contact Name:
City State/Province Zip Code	Contact Email Address:
Country	Contact Phone
7. Participant	
Name of Entity:	
Participant Enrollment Details	
Participant Enrollment Number (<i>Consortium to complete</i>):	
Number of Knowledge Worker:	
If Student Option selected, number of Students:	
Participant Contact Details	
Street Address	Contact Name:
City State/Province Zip Code	Contact Email Address:
Country	Contact Phone



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