

# Microsoft Licensing, GP Document Summary Form

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**MSE#:**

**3-0000002183171**

(MSLI  
Tracking  
Number)

**Doc Type:**

**Amendments**

*Do not modify the formatting or spacing of this Form above this text*

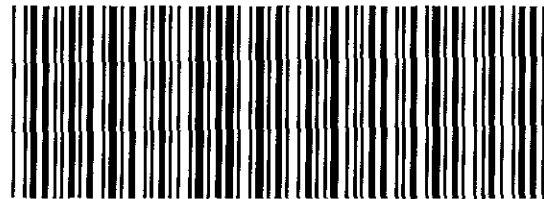
Subsidiary:

Account Manager Name / Alias:

Country: **United States**

LAR/LAD/ESA:

**SHI International Corp.**



Program/Versio

**Campus 2011**

(MSLI Scanning Code)

**ACCOUNT: Information Technology Management Office (ITMO)**

Outsourcer Name:

Business Agreement Number:

Master Agreement Number **01C36088**

Agreement Number:

Purchase Order Number:

10

**Comments: SGN-000-reyohann-E-189 (CTM)**

Campus and School Agreement  
Enrollment for Education Solutions  
Amendment ID CTM

000-reyohann-E-189

This Amendment ("Amendment") is entered into between the entities as of the effective date identified in the Signature Form. The terms and conditions in this Amendment supersede any conflicting terms and conditions in the Campus and School Agreement ("Agreement") and/or Enrollment, as applicable. The terms of this Amendment will be applicable for all qualifying Enrollments underneath the Agreement that is created upon execution of the Amendment:

1. Section 3 of the Enrollment for Education Solutions, Overview of the Enrollment for Education Solutions, is deleted in its entirety and replaced with the following:

**Overview of the Enrollment for Education Solutions.**

This Enrollment allows Institution to license Products on a subscription basis across its Organization. Institution determines how it defines its Organization.

The minimum requirements for an Enrollment are as follows:

Institution must order at least one Desktop Platform Suite with Core CAL. Desktop Platform Suite with Core CAL must be ordered for Institution's Organization-wide Count as applicable. Additional Products may be ordered in any quantity or for Institution's Organization-wide Count as described in the Product List. Each initial, anniversary and extension order must be for at least 100 Organization-wide Count of each Desktop Platform Suite selected.

Microsoft may refuse to accept this Enrollment if it has a business reason for doing so. At the end of the applicable term institution has the option to extend the Enrollment, enter into a new Enrollment, let the Enrollment expire or, if applicable, buy out perpetual Licenses.

2. The following paragraph is added to Section 2 of the Agreement, "How the Campus and School program works":

We will use price level B to invoice your reseller for all applicable faculty and staff products ("Faculty Offering"), across all Enrollments. For student pricing, the price level will be determined at the individual Enrollment level. Please note that price levels are not available for all Products.

3. Page 1 of the Agreement, first paragraph, is hereby deleted and replaced with the following:

This Microsoft Campus and School Agreement is entered into between Microsoft Licensing, GP ("Microsoft") and the Information Technology Management Office ("ITMO"), acting on behalf of qualifying educational users of the State of South Carolina. This Agreement is made solely and specifically among and for the benefit of Microsoft, the Institution, the Affiliates of both, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise. Though ITMO is not a qualified educational user, ITMO may execute this agreement subject to the following:

Notwithstanding any other provision of the Campus and School Agreement, Products licensed under this agreement may not be used by or in support of ITMO or any other agency,

administrative offices, boards of education, departments, offices, bureaus, divisions, or entities other than Institution's Affiliates that are also qualified educational users identified at <http://www.microsoft.com/licensing/contracts> as of the effective date of this agreement.

4. The following paragraph is hereby added to the Agreement,

Notwithstanding any other provision of this agreement, If Institution is a state government entity, Institution may not buy out Licenses acquired under this agreement. However, if an Institution should enter into a buy-out option described in the preceding sentence, Institution, and not Microsoft, is responsible for the *purchase* terms and conditions of the buy-out and any resulting order.

5. The definition of "Affiliate" is hereby amended to read as follows:

"Affiliate" means

a. with regard to Institution,

(i) for a state or local government entity,

- 1) any qualified educational user identified at <http://www.microsoft.com/licensing/contracts> as of the effective date of this agreement that is an agency, department, office, bureau, division, or entity of the state or local government, and that (a) has entered into an Enrollment under this agreement, and (b) is either (i) a South Carolina Governmental Body (as defined by S.C. Code Ann. § 11-35-310(18), as amended), excluding an entity exempted from the South Carolina Consolidated Procurement Code by S.C. Code Ann. § 11-35-710, as amended (hereinafter "Exempted Entity"), or (ii) an Exempted Entity or a South Carolina Public Procurement Unit (as defined by S.C. Code Ann. § 11-35-4610(5), as amended).

- 2) any 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;

6. The definition of "Enrollment" is hereby amended to read as follows:

"Enrollment" means the document that an Institution submits under this agreement to place its initial order; provided that, a document submitted on any form other than the attached South Carolina Standard Enterprise Enrollment shall not be considered an Enrollment and shall be void. When applicable, the Enrollment shall include and is amended by the following attached documents. (1) the Microsoft Online Services – Data Processing Amendment: EES17, (2) the Office 365 Security Incident Notification Addendum [footer reference: M91-EDU], (3) the Enrollment for Education Solutions ID EES16 [footer reference: HIPAA Business Associate Agreement EES16], (4) the Supplemental Terms and Conditions for Online Services (Academic), (5) the Supplement for Microsoft Live@edu (if applicable) located at <http://www.microsoft.com/licensing/contracts>, and (6) any supplemental contact information form.

7. The following definition of "Institution", is hereby deleted and replaced with the following:

"Institution" means the *public* entity that is a qualified educational user identified at <http://www.microsoft.com/licensing/contracts> as of the effective date of this agreement that has entered into this agreement with Microsoft or the Institution's Affiliate that has entered into an Enrollment under

this agreement. If Institution is a school district, "Institution" includes all participating schools in the same district.

*For purposes of clarity, private institutions are not eligible to participate under this agreement.*

8. The following definition of "ITMO" is hereby added to the agreement:

"ITMO" means the Information Technology Management Office established by South Carolina Code Section 11-35-820, as amended, or its successor in interest. Pursuant to Section 11-35-510 of the South Carolina Code of Laws, ITMO is authorized to act as the statutory procurement agent for every South Carolina Governmental Body (as defined by S.C. Code Ann. § 11-35-310(18), as amended) covered by the South Carolina Consolidated Procurement Code. Pursuant to Section 11-35-4810, ITMO is authorized to conduct and administer cooperative purchasing agreements on behalf of South Carolina Public Procurement Units (as defined by S.C. Code Ann. § 11-35-4610(5), as amended), both state and local *and education*. Consistent with its statutory authority, ITMO is acting solely in a representative capacity and on behalf of Institution. ITMO is not a party to this Agreement. Notwithstanding any other provision, ITMO bears no liability for any party's losses arising out of or relating in any way to this Agreement.

9. The definition of "Products" is hereby amended to read as follows:

"Product" means all software, Online Services and other web-based services, including pre-release or beta versions, identified on the Product List. This agreement does not include or apply to "human-delivered services".

10. The definition of "Product List" is hereby amended to read as follows:

"Product List" means the statement published by Microsoft from time to time on the World Wide Web at <http://www.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, or use of, those Products; provided, however, that, and as solely requested and required by Institution., *this Campus and School Agreement applies only to those Online Services appearing in the June 1, 2012 version of the Product List, excluding (a) Dynamics CRM offerings, and (b) any platform offerings, including without limitation, Windows Azure Platform Offerings. However, if an Institution should order any excluded product offerings from the most current Product List, Institution, and not Microsoft, is responsible for that order.*

11. The following Section 5(e) is hereby added to the agreement:

By entering this agreement, Institution does not indicate its agreement to any software license with a third party.

12. Section 6(a), "Making copies of Products and re-imaging rights: General" is hereby amended to read as follows:

- a. : **General.** Institution may make as many copies of the Products licensed as necessary to distribute the Products within its organization. All copies of any Product must be true and complete copies (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. *If Institution is a state government entity, Institution agrees that it will not use a third party to make or distribute these copies.* If Institution uses a third party make or distribute copies, Institution, and not Microsoft, is responsible for such third party's actions. Institution agrees to make reasonable efforts to notify its employees, agents, and other individuals running a Product that the Product is licensed from Microsoft and subject to the terms of this agreement.

12. Section 10, "Confidentiality", the following paragraph is added to the beginning of this section:

The terms and conditions of this agreement are not confidential. If an Institution receives a request for a copy of this Agreement pursuant to South Carolina's Freedom of Information Act, Institution will provide Microsoft notice of the request at least seven calendar days before this Agreement is released.

13. Section 12.a. "Term", is hereby deleted in its entirety and replaced with the following:

- a. **Term.** This agreement will remain in effect until terminated by either party as allowed. These general terms and conditions apply to all Enrollments submitted. The terms of any Enrollment(s) will be for the Licensed Period as specified in such Enrollment(s). The terms of any Enrollment(s) will be for the Licensed Period as specified in such Enrollment(s), however under no circumstances may an enrollment and all extensions exceed 6 years.

14. Section 12. g "Termination without cause" is hereby added as follows:

- g. Termination without cause.** Either Microsoft or ITMO may terminate this agreement, without cause, upon 60 days written notice. Such termination will merely terminate either party's and its Institution's ability to enter into new Enrollments under this agreement. Such termination will not affect any Enrollment or order not otherwise terminated, and any terms of this agreement applicable to any Enrollment or order not otherwise terminated will continue in effect with respect to that Enrollment or order. An Institution may terminate an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Enrollment are not appropriated or allocated for such purpose. Notwithstanding any other provision of this agreement, an Institution's payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore, and when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled. Institution will endeavor to provide Microsoft timely notice regarding any unavailability of funds.

15. Section 12. h. "Mid-term termination for non-appropriation of Funds". is hereby added to the agreement:

- h. "Mid-term termination for non-appropriation of Funds".** During a fiscal period, Institution may terminate this agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the agreement or Enrollment are not appropriated or allocated by the Institution for such purpose, provided Microsoft receives prompt written notice.

14. Section 14, "Defense of infringement, misappropriation, and third party claims" is hereby deleted in its entirety and replaced with the following:

- a. **Microsoft's agreement to protect.** Microsoft will defend Institution and its Affiliates and both their respective officers and employees (hereinafter Protected Parties) against any claims made by an unaffiliated third party that any Product or Fix, that is made available by Microsoft infringes any unaffiliated third party's patent, copyright, or trademark or makes intentional unlawful use of its Trade Secret. Microsoft will also pay the amount of any resulting adverse final judgment (or settlement to which Microsoft consents). This section provides a Protected Party's exclusive remedy for these claims.
- b. **Limitations on defense obligation.** Microsoft's obligations under this Paragraph 14 will not apply to the extent that the claim or award is based on:
  - (i) Customer Data, code, or materials provided by Customer as part of the use of an Online Service;
  - (ii) Institution's use of the Product or Fix after Microsoft notifies it to discontinue that use due to a third party claim

- (iii) Institution's combination of the Product or Fix with a non-Microsoft product, data or business process;
- (iv) Damages attributable to the value of the use of a non-Microsoft product, data or business process;
- (v) Modifications that Customer makes to the Product or Fix
- (vi) Institution's redistribution of the Product, or Fix to, or its use for the benefit of, any unaffiliated third party, except as expressly permitted by a Supplemental Agreement or the Product Use Rights;
- (vii) Institution's use of Microsoft's trademark(s) without express written consent to do so;
- (viii) Any Trade Secret claim, where Institution acquires the Trade Secret (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;
- (ix) *Any Customer Data or non-Microsoft software Microsoft hosts on Institution's behalf infringes the third party's patent, copyright, or trademark or makes intentional unlawful use of its Trade Secret;*
- (x) *Institution's violation of the terms of this agreement where Institution fails to cure the violation within 14 business days of Institution's discovery of the violation or Microsoft's notification of violation to Institution, whichever comes first.*

**c. Institution's Responsibility.** Institution agrees that:

- (i) Any Customer Data or non-Microsoft software that Microsoft hosts will not infringe on any third party's patent, copyright, or trademark nor make intentional unlawful use of any third party's Trade Secret; and
- (ii) Institution will not:
  - Use a Product or Fix after we notify you to discontinue use due to a third party claim;
  - Violate this Agreement/Product Use Rights in a manner that gives rise to any claims made by an unaffiliated third party relating to infringement of an unaffiliated third party's copyright, trademark or patent or misappropriation of unaffiliated third party's trade secret or the restrictions on use described in Section 8;
  - Combine a Product or Fix with a non-Microsoft product, service, data or business process that infringes an unaffiliated third party's copyright, trademark or patent, or misappropriates a third party's trade secret;
  - Modify any Product or Fix;
  - Redistribute the Product or Fix, or use such Product or Fix for the benefit of any unaffiliated third party, except as expressly permitted by this Agreement/Product Use Rights;
  - Use our trademark(s) without our express written consent to do so; and
  - Intentionally use or disclose a third party's Trade Secret.

Any violation of the foregoing will be deemed a material breach of this Agreement/Product Use Rights.

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 a Product or Fix, Microsoft may, at its expense and without obligation to do so, either:

- 1) procure for Enrolled Affiliate the right to continue to use the allegedly infringing Product or Fix; or
- 2) modify or replace the Product or Fix, provided the modification or replacement is functionally equivalent, to make it non-infringing, in which case Enrolled Affiliate will immediately cease use of the allegedly infringing Product or Fix after receiving notice from Microsoft.

(ii) **Institution's specific remedy in case of injunction.** If, as a result of an infringement claim, Enrolled Affiliate's use of a Product or Fix that is made available by Microsoft for a fee is enjoined by a court of competent jurisdiction, Microsoft will, at its option:

- 1) procure the right to continue its use;
- 2) replace it with a functional equivalent;
- 3) modify it to make it non-infringing, provided the modified version is functionally equivalent; or
- 4) refund the amount paid (or, for Online Services, refund any amounts paid in advance for unused Online Services) and terminate the license or right to access the infringing Product or Fix.

e. **Obligations of protected party.** Institution must notify Microsoft promptly in writing of a claim subject to the subsection titled "Microsoft's agreement to protect." To the extent permitted by applicable law, where Institution invokes its right to protection it must (1) subject to Title 1, Chapter 7 of the South Carolina Code of Laws, give Microsoft sole control over the defense or settlement; and (2) provide reasonable assistance in defending the claim. Microsoft will reimburse Institution for reasonable out of pocket expenses that it incurs in providing assistance. Institution's consent is necessary for any settlement that requires Institution to part with any right or make any payment or subjects Institution to any injunction, except for an injunction requiring cessation of use of a Product that is the subject of the claim.

15. Section 15, "Limitation of liability", is hereby deleted in its entirety and replaced with the following:

a. **Limitation on liability.** To the extent permitted by applicable law, the liability of Microsoft and Institution, their respective Affiliates and contractors arising under this agreement is limited to direct damages (1) for Products other than Online Services, of twice the amount Enrolled Affiliate was required to pay for the Product giving rise to that liability and (2) for Online Services (other than Office 365 Services – limitation on liability of Office 365 Services is as stated in **Section 15.d of this Amendment**), the amount Institution was required to pay for the Online Service giving rise to that liability during the prior 24 months. In the case of Products provided free of charge, or code that Institution is 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 monetary limitations will not apply to:

- (i) Microsoft's obligations under the section titled "Defense of infringement, misappropriation, and third party claims";
- (ii) liability for damages caused by either party's gross negligence or willful misconduct, or that of its employees or its agents, and awarded by a court of final adjudication (provided that, in jurisdictions that do not recognize a legal distinction between "gross negligence" and "negligence," "gross negligence" as used in this subsection shall mean "recklessness");

- (iii) liabilities arising out of any breach by either party of its obligations under the section entitled "Confidentiality", except that Microsoft's liability arising out of or in relation to Customer Data shall in all cases be limited to the amount Enrolled Affiliate paid for the Online Service giving rise to that liability during the prior 24 months;
  - (iv) liability for personal injury or death caused by either party's negligence, or that of its employees or agents, or for fraudulent misrepresentation; and
  - (v) violation by either party of the other party's intellectual property rights.
- 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 CONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, 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 (EXCEPT TO THE EXTENT THAT SUCH VIOLATION RELATES TO CUSTOMER DATA), THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR THE PARTIES' RESPECTIVE OBLIGATIONS IN THE SECTION TITLED "DEFENSE OF INFRINGEMENT, MISAPPROPRIATION, AND THIRD PARTY CLAIMS."**

c. **Affiliates and Contractors.** Neither Microsoft nor Institution shall bring any action against the other's Affiliates or contractors in respect of any matter disclaimed on their behalf in this agreement.

d. **Limitation of Liability for Office 365 Services.** Solely with regard to this Section 15.d., "Office 365 Suite License" means a "Office 365 Suite License" means a license provided and assigned solely for use by a member of Institution, for any of the following Office 365 license types: (i) Office 365 Plan A1 (or E1); (ii) Office 365 Plan A2 (or E2); (iii) Office 365 Plan A3 (or E3); or (iv) Office 365 Plan A4 (or E4).

To the extent permitted by applicable law, the liability of each party, its Affiliates, and its contractors arising under the Amendment is limited to direct damages up to the following amounts:

(i). Solely for purposes of this Enrollment, and solely with respect to Office 365 Services (the "Named Online Services") for which a fee is charged, the liability of each party, its Affiliates and its Contractors arising under this Enrollment shall be limited to direct damages twenty-four (24) times the monthly per-unit price (as set by the Reseller) for the individual Named Online Services that gave rise to the liability. This change in the monetary limitation of liability for the Named Online Services will also apply to Microsoft's liability arising out of or in relation to Customer Data. In all other respects, including with respect to any exclusions from this limitation on liability, the Limitation of Liability section of the Campus and School Agreement shall continue to apply as written.

(ii). Solely for Office 365 Services provided free of charge or code that Institution is 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.

16. Section 17 (h) "Assignment", is hereby amended as follows:



Assignment. Customer may not assign this agreement. Microsoft may assign this agreement to an Affiliate only. Assignment will not relieve the assigning party of its obligations under the assigned agreement. If Microsoft assigns this agreement, it must notify the other party of the assignment in writing.

17. Section 17.g., "Entire Agreement", is hereby deleted in its entirety and replaced with the following:

Entire agreement. This agreement (*as amended*), the Product List, all Enrollments under this agreement, and the Product Use Rights constitute the entire agreement concerning the subject matter and supersede any prior or contemporaneous communications. In the case of a conflict between any documents referenced in this agreement that is not expressly resolved in the documents, their terms will control in the following order: (1) the terms and conditions in any and all amendments to this agreement; (2) the terms and conditions of this agreement and the accompanying signature form; (3) an Enrollment; (4) the Product List; (5) the Product Use Rights; (6) any other documents; and (6) all orders submitted under this agreement.

17. Section 17 (k), "Applicable law; Dispute resolution", is hereby deleted in its entirety and replaced with the following:

Applicable law; Dispute resolution. Disputes relating to this agreement will be subject to applicable dispute resolution laws of Enrolled Affiliate's state. This Agreement is entered into pursuant to the South Carolina Consolidated Procurement Code (Title 11, Chapter 35 of the South Carolina Code of Laws.) As a public entity, all of Licensee's obligations are subject to all applicable laws. No method of mandatory alternative dispute resolution shall apply to any dispute, claim, or controversy arising out of or relating to this agreement or the parties' overall relationship. Both the rights and obligations of the parties and this agreement, as well as any dispute, claim, or controversy arising out of or relating to this agreement or the parties' overall relationship, shall, in all respects, be established, interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, without regard to any provision governing conflicts of law. All disputes, claims, or controversies arising out of or in any way relating to this agreement or the parties overall relationship shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for Richland County, or in the absence of jurisdiction, only in a federal court located in Richland County, State of South Carolina. Title 11, Chapter 35, Article 17 constitutes a limited statutory waiver of sovereign immunity. Microsoft agrees that any act by ITMO or Customer relating to this agreement or the parties' overall relationship is not a waiver of either their sovereign immunity or their immunity under the Eleventh Amendment of the United State's Constitution. Microsoft consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Microsoft by certified mail (return receipt requested) addressed to Microsoft at the address provided as the Notice to Microsoft clause or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

18. The following new section 17(o), "No indemnity", is hereby added to the agreement:

Notwithstanding any other terms to the contrary, neither ITMO nor an Institution agrees to indemnify Microsoft or any third party.

19. The following provision is hereby added to the Enrollment:

**FOR U.S. INSTITUTIONS ONLY  
FAMILY EDUCATIONAL RIGHTS PRIVACY ACT (FERPA)**

Microsoft and Institution acknowledge and understand that Institution may disclose to Microsoft personally identifiable information from education records, subject to the Family Educational Rights Privacy Act of 1974, as amended (20 U.S.C § 1232g) and its implementing regulations promulgated by the United

States Department of Education ("FERPA"), as may be necessary for Microsoft to provide services under this Enrollment. Microsoft shall not use or allow access to personally identifiable information from education records, except in connection with services to be provided under the Enrollment or as Institution otherwise directs. Without limiting the foregoing, upon receipt of a judicial order or lawfully issued subpoena requiring the disclosure of personally identifiable information from education records in its possession, Microsoft shall disclose such information in accordance with the order or subpoena; provided, that unless otherwise prohibited by applicable law, Microsoft shall first make a reasonable effort to notify the Student (or, with respect to a Student under 18 years of age and not in attendance at a postsecondary institution, the Student's parent) of the order or subpoena such that the affected individual may seek protective action before the disclosure occurs.

20. Suspension and Termination as per the Product Use Rights. In addition to the provisions of the Product Use Rights which remain in effect, Microsoft shall provide no less than 30 days advance notice of intent to terminate Customer's Subscription due to a suspension of Online Services for a reason or reasons which remain uncorrected by Customer. Furthermore, notwithstanding Microsoft rights stated in the applicable section of the Product Use Rights, in such termination cases Customer shall always have the option to elect for the data retention period, other than in cases where Microsoft is required to act differently to comply with Law or where the suspension reason was materially related to the data stored.

21. Service Level Credit Dispute. Further to the provisions of the Service Credit Claim section of the Service Level Agreement for Microsoft Online Services for Office 365 Online Services, Enrolled Affiliate may submit a request for re-evaluation of any Service Credit Claim determination which Enrolled Affiliate finds to be unreasonable ("Service Level Credit Dispute"). Microsoft will promptly investigate the disputed claim, including any new supporting data that has become available to Microsoft or that Enrolled Affiliate provides and either re-evaluate the claim or provide further detail to Enrolled Affiliate explaining the basis for the original determination. A Service Level Credit Dispute request must be submitted within five (5) business days of the original claim response from Microsoft. Notwithstanding any changes to the Service Level Agreement for Microsoft Online Services during the term of this Enrollment, the foregoing shall be in effect for the term of the Enrollment. Nothing in this paragraph shall be construed to materially alter the calculation formula or other provisions of the Online Services SLA terms that are in effect at the time of the Enrollment effective date or as adjusted by Microsoft during the term of the Enrollment.

22. Data Location. Microsoft provides Office 365 services generally, and specifically the storage at rest of customer data (Exchange Online e-mail body and attachments, and SharePoint Online site content (not URLs) and file bodies), only from locations in the continental United States.

**This amendment must be attached to a signature form to be valid.**