

# Amendment to Contract Documents Enrollment for Education Solutions Custom Terms CTM

Enrollment Number

BTBOE-12212017

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.

1. Section 2d(ii) of the Enrollment “Adding more copies of Products previously ordered (non-anniversary)” is hereby deleted and restated as follows:

(ii) Except as provided in subsection 2(b)(i) above, Institution’s right to run Additional Products and Online Services is based on the number of Licenses Institution has acquired for such Products. At any time during the Licensed Period (including any extension), Institution may only run the number of copies of a Product permitted by the Licenses purchased. Institution may order additional Licenses for Products as needed to run additional copies of Products.

Microsoft will invoice Institution’s Reseller for such Products ordered on a pro-rated basis based on the number of full calendar months remaining in the Licensed Period. Microsoft will invoice the Reseller for Online Services ordered on a pro-rated basis based on the number of full calendar months remaining in the Licensed Period. If Institution subsequently orders Licenses for Additional Products that were not included on Institution’s initial order, Microsoft will use the price list in effect on the date of the invoice to charge Institution’s Reseller for the additional Licenses. If Institution subsequently orders additional Licenses for Products that were included in Institution’s initial order, Microsoft will use the price list in effect when the product was initially ordered to charge Institution’s Reseller for the additional Licenses.

2. Section 6 of the Enrollment “Enterprise Server Platform Agreement” is hereby removed as Institution will not be purchasing these products.

3. Section 7 of the Enrollment “Qualifying systems Licenses” is hereby deleted and restated as follows:

## **7. Qualifying systems Licenses.**

The desktop operating system Licenses granted under this program are upgrade Licenses only. Full desktop operating system Licenses are not available under this program. If Institution selects the Windows Desktop Operating System Upgrade, all Qualified Devices on which Institution runs the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the September 2017 Product Terms.

4. The following Section “Independent Contractors” is hereby added to the Enrollment as follows:

**Independent Contractor.** Microsoft is and will perform its Services as an independent contractor for the Customer. Nothing in this Agreement shall be construed so as to render Microsoft an employee, agent, representative, joint venturer or partner of the Customer, and Microsoft shall not hold itself out to others in such capacity. Microsoft shall not enter into any contracts, agreements or other obligations with any other parties which bind, or are intended to bind, the Customer. Microsoft shall have no authority to bind the Customer to contracts or to incur any other obligations on behalf of the Customer, and any such contracts or obligations entered into or incurred by Microsoft shall be void.

5. The following Section "Insurance" is hereby added to the Enrollment as follows:

**Insurance.** Upon request Microsoft will provide a certificate of insurance or a letter or self-insurance for all insurance required under this Enrollment with Customer. Evidence of insurance shall include the following language: This policy shall not be canceled or reduced in required amounts of liability or amounts of insurance until notice has been mailed to the Customer stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than 15 days after the date of mailing the notice.

6. The following Section "Americans with Disabilities Act of 1990" is hereby added to the Enrollment as follows:

**Americans with Disabilities Act of 1990.** Microsoft shall comply with the "Americans With Disabilities Act of 1990".

7. The following Section "Counterparts" is hereby added to the Enrollment as follows:

**Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. The following Section "waiver" is hereby added to the Enrollment as follows:

**Waiver.** Failure of either party to insist upon the strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default or breach of the same or similar nature.

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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