CMMC - Cloud Provider Addendum
MICROSOFT PRODUCTS

In addition to any other terms and conditions of Customer's Agreement with Rackspace, and the mandatory Microsoft terms set forth in Exhibit A (which shall prevail in the event of conflict), this Cloud Provider Addendum ("**Addendum**") shall apply when Customer purchases Microsoft Products (as respectively defined herein), for use in connection with Rackspace CMMC Services.

1. DEFINITIONS.

"**Anniversary**" means the annual anniversary of the Enrollment Effective Date.

"**Annual Period**" means the period between Anniversaries or between the Enrollment Effective Date and the first Anniversary.

"**AOS-G**" means Microsoft's 'Agreement for Online Services – Government' program under which Rackspace resells Microsoft Products to eligible government entities.

"**Customer Discount**" means any promotional or negotiated discount offered by Microsoft to Rackspace solely for the benefit of Customer.

"**Eligible Government Entity**" means: (a) for Federal customers: agencies of the U.S. Federal government; (b) for State/Local customers: State agencies, local government entities, federally recognized tribes, and authorized government contractors meeting Microsoft's eligibility requirements.

"**Enrollment**" means Customer's commitment for a specific term (12, 24, or 36 months) to purchase Microsoft Products.

"**Enrollment Effective Date**" means the date Microsoft accepts Customer's initial order.

"**Exhibit A**" means Microsoft's mandatory terms for government customers that must be accepted without modification as part of this Addendum.

"**Government Community Cloud Services**" means Microsoft cloud services designed for government customers, including GCC (Government Community Cloud) in Azure Commercial and GCCH (Government Community Cloud High) in Azure Government.

"**Initial Term**" means the twelve (12), twenty-four (24), or thirty-six (36) month period of Customer's Enrollment commitment.

"**Microsoft Dependencies**" means any element of the Microsoft Products controlled by Microsoft, including service availability, features, pricing, and performance.

"**Microsoft Initiated Late Order**" or "**MILO**" means an order automatically generated and invoiced by Microsoft when Customer fails to provide timely notice for Anniversary Orders.

"**Microsoft Online Service(s)**" means the Microsoft 'Online Service(s)' as defined in the Exhibit A, attached to these Product Terms.

"**Microsoft Product(s)**" means the Microsoft 'Product(s)' as defined in the Exhibit A, attached to these Product Terms.

© 2025 Rackspace US, Inc. – Global Product Terms – October 28, 2025 Revision – OT# 60316

"**Microsoft Product Terms**" means the Microsoft 'Product Terms' as defined in the Exhibit A, attached to these Product Terms.

"**Reserved Licenses**" means licenses reserved by Customer for activation during an Enrollment term, invoiced retroactively based on the month reserved.

"**Third Party Fee Increase**" means any increase in Microsoft's fees for Microsoft Products consumption rates or subscription pricing.

2. OVERVIEW. Per the terms of this Addendum, Rackspace resells Microsoft Azure cloud services to eligible U.S. government customers through Microsoft's AOS-G program. Customer purchases Azure infrastructure and platform services from Rackspace, per the Customer's enrollment commitment model, ordering requirements, and eligibility obligations described herein; and Customer establishes the Customer contract (Exhibit A) directly with Microsoft. All Microsoft Products are delivered as Microsoft Dependencies, meaning service availability, features, and performance remain under Microsoft's control.

3. MICROSOFT SERVICES.

3.1. Microsoft Products Reseller Program. Customer acknowledges and agrees that Rackspace provides Microsoft Products as an authorized reseller under Microsoft's AOS-G program. Customer is purchasing Microsoft Products from Rackspace, not from Microsoft. Rackspace's ability to provide Microsoft Products is contingent upon Microsoft's continued authorization and Customer's ongoing compliance with all eligibility requirements set forth in this Addendum. Customer acknowledges that Microsoft Products constitute Microsoft Dependencies, meaning that service availability, features, pricing, performance, security, and all other aspects of Microsoft Products are controlled by Microsoft and subject to change or discontinuation at Microsoft's sole discretion without liability to Rackspace.

3.2. Enrollment Commitment and Term. Customer shall select and commit to an Enrollment period of twelve (12), twenty-four (24), or thirty-six (36) months ("**Initial Term**"). The Enrollment constitutes Customer's financial commitment to purchase Microsoft Products for the entire Initial Term. While Customer may terminate for convenience as provided in the Termination section, all fees paid or owed are non-refundable. Customer's Enrollment Effective Date shall be the date Microsoft accepts Customer's initial order. The Enrollment shall expire on the last day of the final month of the Initial Term, with no automatic renewal. Customer must establish a new Enrollment prior to expiration to maintain service continuity. No partial term Enrollments are permitted.

3.3. Ordering Requirements and Anniversary Obligations.

(A) Initial Order. Customer shall submit an initial order establishing the Enrollment and baseline quantities of all Microsoft Products Customer intends to use.

(B) Anniversary Orders. For twenty-four (24) and thirty-six (36) month Enrollments, Anniversary Orders are required at each Anniversary date. If Customer desires to modify Product quantities for the subsequent Annual Period, Customer must provide written notice to Rackspace at least ninety (90) days prior to the Anniversary date specifying the desired changes. Absent such notice, Rackspace shall submit an Anniversary Order to Microsoft maintaining the prior Annual Period's quantities, and Customer shall be liable for such quantities.

(C) Add-On Orders. Customer may increase Product quantities at any time during the Enrollment by submitting add-on orders. All add-on orders are effective upon Microsoft's acceptance and invoiced in full.

(D) Final Order. Within thirty (30) days before Enrollment expiration, Customer may submit a final order for Reserved Licenses to be invoiced retroactively based on the month reserved.

(E) Quantity Reductions. Customer may ONLY reduce Product quantities by providing written notice to Rackspace at least ninety (90) days prior to an Anniversary date. Reductions are effective on a prospective

basis only for the subsequent Annual Period. No retroactive reductions or credits are available. If Customer fails to provide timely notice of desired reductions, quantities will continue unchanged, and no reductions are permitted until the following Anniversary. Reduction of any Product quantity to zero may constitute termination of the Enrollment at Microsoft's discretion.

3.4. Pricing and Payments.

(A) Pricing Basis. For subscription-based Microsoft Products, Customer pricing is as indicated in the Service Order and remains fixed for the Enrollment term. For consumption-based Microsoft Products, pricing is established at Enrollment commencement and may only be adjusted if Microsoft changes its underlying rates, in which case Rackspace may pass through such changes pursuant to the Agreement.

(B) Price Protection. Except for consumption-based Microsoft Products designated in the Microsoft Product Terms as exempt from fixed pricing, Customer's prices for ordered Microsoft Products are fixed throughout the Initial Term of the Enrollment. Upon Enrollment renewal, pricing will be re-established based on then-current rates.

(C) Payment for Ordered Quantities. Customer shall pay for all ordered subscription quantities regardless of actual usage or deployment. Subscription License fees are due upon order submission and are non-refundable. Customer's payment obligation exists independent of whether Customer's licensed users access or use the Microsoft Products.

(D) Consumption Billing. Azure consumption charges shall be invoiced monthly in arrears based on Microsoft's metering and measurement, which shall be conclusive and binding. Customer is responsible for monitoring and controlling its consumption. Rackspace has no obligation to provide usage warnings or implement spending caps unless separately agreed in writing.

3.5. Invoicing. Billing monthly in arrears based on consumption. All charges are payable in accordance with the Agreement.

3.6. Product Availability and Restrictions. Customer acknowledges the following limitations on Microsoft Products availability:

(A) Federal Customer Restrictions. If Customer is a Federal entity, Customer may ONLY purchase Microsoft Online Services (as defined in the Microsoft Product Terms) and Microsoft Dynamics 365 Services. No other Microsoft Products are available under this Agreement for Federal entities.

(B) State/Local/Tribal/Contractor Restrictions. If Customer is a State/Local Entity, Tribe, or Government Contractor, Customer may purchase: (i) Customer may ONLY purchase Microsoft Online Services (as defined in the Microsoft Product Terms); (ii) Windows Desktop Operating System Subscription Licenses; and (iii) CAL Suite Bridge Licenses.

(C) Environment Restrictions. Customer may not deploy Government Community Cloud Services and corresponding commercial services in the same domain. Customer may not order Azure Government Services and Azure Commercial Services under the same Enrollment.

4. CUSTOMER ELIGIBILITY AND COMPLIANCE OBLIGATIONS.

4.1. Eligibility Representations and Warranties. Customer represents, warrants, and covenants that: (i) Customer is and shall remain throughout the Term an Eligible Government Entity as defined by Microsoft's requirements; (ii) Customer has completed and shall maintain current Government Eligibility Validation as required by Microsoft; (iii) All information provided to Rackspace or Microsoft regarding Customer's eligibility status is and shall remain true, accurate, and complete; Customer shall immediately notify Rackspace in writing of any change in circumstances that may affect Customer's eligibility status; and (iv) Customer shall provide

any and all documentation reasonably requested by Rackspace or Microsoft to verify initial and ongoing eligibility.

4.2. Consequences of Ineligibility. Loss of eligibility status or failure to maintain eligibility requirements constitutes a material breach of this Agreement. Upon notice of ineligibility, Rackspace may immediately, without cure period: (a) terminate all Services and Customer's Enrollment; (b) disable Customer's access to Microsoft Products; and (c) delete Customer Data without backup or recovery obligation. Customer shall remain liable for all fees and charges incurred through the date of termination. Customer acknowledges that Microsoft may independently verify eligibility and suspend Services without notice for eligibility failures.

4.3. Community Membership Requirements. For Government Community Cloud Services, Customer certifies that: (a) all users accessing such Services are members of the government community; (b) Services will be used solely for government purposes and not for commercial activities; (c) Customer will not provide access to any commercial entity or non-government user; and (d) breach of these requirements may result in immediate termination by Microsoft without liability to Microsoft or Rackspace.

5. WARRANTIES, DICLAIMERS & LIMITATIONS.

5.1. Warranties. Microsoft Products constitute Third Party Services under the Agreement and are subject to the warranty disclaimers in the Agreement. Additionally, the Microsoft warranties and disclaimers set forth in Exhibit A apply to Customer's use of Microsoft Products. TO THE EXTENT OF ANY CONFLICT BETWEEN THE MSA DISCLAIMERS AND EXHIBIT A, THE MORE RESTRICTIVE DISCLAIMER SHALL APPLY.

5.2. Microsoft Dependencies. Rackspace shall have no liability for any damages arising from Microsoft's actions or inactions regarding Microsoft Products, including but not limited to service modifications, discontinuations, suspensions, price changes, or program terminations.

5.3. Operational Failures. Customer's failure to comply with ordering deadlines, eligibility requirements, or audit obligations shall not give rise to any liability on Rackspace's part, including for any resulting Microsoft Initiated Late Orders or service terminations.

5.4. Indemnification Obligations. Indemnification obligations in the Agreement in include any claims, damages, or losses arising from: (i) Customer's breach of this Addendum or the Microsoft terms in Exhibit A; and (ii) Loss of Customer's eligibility status or any misrepresentation regarding Customer's qualification as an Eligible Government Entity.

6. MICROSOFT PASS-THROUGH PROVISIONS & REQUIREMENTS.

6.1. Microsoft Product Terms. Customer's use of Microsoft Products is governed by the Microsoft Product Terms attached as Exhibit A, which are incorporated herein by reference. Customer acknowledges that it has reviewed and agrees to be bound by all terms in Exhibit A, including but not limited to Microsoft's warranties, disclaimers, and limitations of liability. The terms in Exhibit A are mandatory and non-negotiable.

6.2. Service Level Agreement Credits. Rackspace shall pass through any service level agreement credits provided by Microsoft according to Microsoft's SLA review process. Customer must submit SLA claims to Rackspace within the timeframe required by Microsoft. Rackspace has no obligation to provide credits beyond those actually received from Microsoft for Customer's account. Credits shall be Customer's sole remedy for service level failures.

6.3. Microsoft-Specific Requirements. (i) Customer may not assign this Addendum or any Enrollment without prior written consent of both Rackspace and Microsoft; AND (ii) Rackspace may modify this Addendum immediately upon notice as required by changes to the Microsoft Partner Agreement or AOS-G program.

7. AUDIT AND COMPLIANCE. Customer acknowledges that Microsoft retains the right to audit Customer's compliance with the AOS-G program terms at any time during the Term and for three (3) years thereafter. Customer

shall cooperate with all audits by providing access to facilities, systems, personnel, and records as reasonably requested. Customer shall maintain complete and accurate records relating to Microsoft Products usage, eligibility, and compliance for the required retention period. If any audit reveals material non-compliance (including underlicensing, eligibility violations, or unauthorized use), Customer shall: (i) immediately remediate all issues; (ii) pay all fees for unauthorized usage at 125% of list price plus any penalties Microsoft imposes on Rackspace; and (iii) reimburse all audit costs. Customer's failure to cooperate with audits or remedy non-compliance constitutes material breach permitting immediate termination.

8. SERVICE MODIFICATIONS AND CUSTOMER OBLIGATIONS. Customer acknowledges that: (i) Microsoft may modify, discontinue, or restrict Microsoft Products at any time without notice or liability to Microsoft or Rackspace; (ii) Customer is solely responsible for maintaining secure configurations according to Microsoft guidelines, applying security updates, implementing appropriate access controls, and monitoring for security incidents; (iii) Customer must monitor its own consumption and implement controls to prevent unexpected charges, as Rackspace has no obligation to provide usage warnings or spending limits; (iv) any Microsoft changes to APIs, features, or services may require Customer to modify its applications at Customer's sole expense; and (v) Rackspace has no obligation to provide substitute services or mitigate impacts from Microsoft-initiated changes.

9. TERMINATION AND TRANSITION.

9.1. Termination Events. In addition to termination rights in the Agreement, this Addendum and Customer's Enrollment shall terminate immediately upon: (i) Microsoft terminating Rackspace's authorization to resell Microsoft Products or the AOS-G program; (ii) Microsoft suspending or terminating Customer for any reason; (iii) loss of Customer's eligibility status; or (iv) material non-compliance discovered through audit. No cure period applies to these termination events.

9.2. Customer Transition Obligations. Upon termination, Customer must within five (5) business days elect to: (i) transfer Azure subscriptions to Microsoft directly; (ii) transfer to another authorized Microsoft partner; or (iii) close all subscriptions. If Customer fails to elect, Rackspace may close all subscriptions and delete Customer Data without liability. Customer shall provide all information required for transition and immediately cease usage except for data retrieval.

9.3. Data Responsibilities. Customer is solely responsible for retrieving Customer Data before termination. Customer acknowledges that: (i) Microsoft may delete data immediately upon subscription closure; (ii) no grace period is guaranteed; (iii) Rackspace cannot recover data deleted by Microsoft; and (iv) Rackspace has no backup obligation unless separately contracted.

9.4. Effect of Termination. In addition to the termination provisions in the Agreement: (i) all unpaid fees for the remainder of the Term become immediately due upon termination for Customer breach; (ii) Enrollments cannot be reactivated once terminated; (iii) licenses may not be portable between programs; and (iv) termination forfeits all unused credits and benefits. If Microsoft terminates Rackspace's reseller status or the AOS-G program, all Services terminate immediately and automatically without further notice or liability to Rackspace, and Microsoft termination constitutes a force majeure event per the Agreement.

10. SUSPENSION RIGHTS AND EFFECTS. In addition to suspension rights in the Agreement, Customer acknowledges that: (i) Microsoft may suspend Microsoft Products at any time for any reason without notice to Rackspace; (ii) Microsoft controls suspension scope and Rackspace cannot limit or modify Microsoft's suspension decisions; (iii) Customer remains liable for all fees during suspension with no SLA credits available; (iv) Customer may lose access to Customer Data during suspension; and (v) reinstatement is subject to Microsoft's discretion and Customer's cure of all issues.

EXHIBIT A
MICROSOFT TERMS

This Exhibit is incorporated into the Government Contract entered into between the customer who is a Government entity ("**Customer**") and the person or entity who has entered into a prime contract with the Government ("**Contractor**") as an addendum and governs your use of the Microsoft Products. It consists of the terms and conditions below, Use Rights, SLA, and all documents referenced within those documents (together, the "**agreement**"). It is effective on the date that the Contractor provisions the Customer's Subscription. Key terms are defined in Section 10.

11. Grants, rights and terms.

All rights granted under this agreement are non-exclusive and non-transferable and apply as long as neither Customer nor any of its Affiliates is in material breach of this agreement.

a. Software. Upon acceptance of each order, Microsoft grants Customer a limited right to use the Software in the quantities ordered.

(i) Use Rights. The Use Rights in effect when Customer orders or renews a Subscription License for Software will apply to Customer's use of the version of the Software that is current at the time. For future versions and new Software, the Use Rights in effect when those versions and Software are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless Customer chooses to have those changes apply.

(ii) Temporary licenses. Licenses available on a subscription basis are temporary.

b. Online Services. Customer may use the Online Services as provided in this agreement.

(i) Online Services Terms. The Online Services Terms in effect when Customer orders or renews a Subscription to an Online Service will apply for the applicable Subscription term. For Online Services that are billed periodically based on Consumption Offerings, as described in Section 2.a, below, the Online Services Terms current at the start of each billing period will apply to usage during that period.

(ii) Suspension. Microsoft may suspend use of an Online Service during Customer's violation of the Acceptable Use Policy or failure to respond to a claim of alleged infringement. Microsoft will give Customer notice before suspending an Online Service when reasonable.

(iii) End Users. Customer controls access by End Users, and is responsible for their use of the Product in accordance with this agreement. For example, Customer will ensure End Users comply with the Acceptable Use Policy.

(iv) Customer Data. Customer is solely responsible for the content of all Customer Data. Customer will secure and maintain all rights in Customer Data necessary for Microsoft to provide the Online Services to Customer without violating the rights of any third party or otherwise obligating Microsoft to Customer or to any third party. Microsoft does not and will not assume any obligations with respect to Customer Data or to Customer's use of the Product other than as expressly set forth in this agreement or as required by applicable law.

(v) Responsibility for your accounts. Customer is responsible for maintaining the confidentiality of any non-public authentication credentials associated with Customer's use of the Products. Customer must promptly notify customer support about any possible misuse of Customer's accounts or authentication credentials, or any security incident related to the Products.

c. Reservation of rights. Products are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement.

No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

d. Restrictions. Customer may use the Product only in accordance with this agreement. Customer may not (and is not licensed to): (1) reverse engineer, decompile or disassemble any Product or Fix, or attempt to do so; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer may not disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters Customer's use of the Products. Except as expressly permitted in this agreement or Product documentation, Customer may not distribute, sublicense, rent, lease, lend, resell or transfer any Products, in whole or in part, or use them to offer hosting services to a third party.

e. Preview releases. Microsoft may make Previews available. Previews are provided “as-is,” “with all faults,” and “as-available,” and are excluded from the SLA and all limited warranties provided in this agreement. Previews may not be covered by customer support. Previews may be subject to reduced or different security, compliance, and privacy commitments, as further explained in the Use Rights and any additional notices provided with the Preview. Microsoft may change or discontinue Previews at any time without notice. Microsoft also may choose not to release a Preview into “General Availability.”

f. Verifying compliance for Products.

(i) Right to verify compliance. Customer must keep records relating to all use and distribution of Products by Customer and its Affiliates. Microsoft has the right, at its expense, to verify compliance with the Products' license terms. Customer must promptly provide any information reasonably requested by the independent auditors retained by Microsoft in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products that Customer hosts, sublicenses, or distributes to third parties. Customer agrees to complete Microsoft's self-audit process, which Microsoft may request as an alternative to a third-party audit.

(ii) Remedies for non-compliance. If verification or self-audit reveals any unlicensed use of Products, then within 30 days Customer must order sufficient licenses to cover its use. If unlicensed use or distribution is 5% or more, the Customer may be completely responsible for the costs Microsoft has incurred in verification, to the extent permitted by 31 U.S.C. § 1341 (Anti-Deficiency Act) (if applicable) and other or similar state law (as applicable). The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. Notwithstanding the foregoing, nothing in this section prevents the Customer from disputing any invoice in accordance with the Contract Disputes Act (41 U.S.C. §§7101-7109), if and as applicable. If there is no unlicensed use, Microsoft will not subject Customer to another verification for at least one year. By exercising 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 legal means.

(iii) Verification process. Microsoft will notify Customer at least 30 days in advance of its intent to verify Customers' compliance with the license terms for the Products Customer and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not unreasonably interfere with Customer's operations.

12. Subscriptions, ordering.

a. Available Subscription offers. The Subscription offers available to Customer will be established by the Government Contract and generally can be categorized as one or a combination of the following:

(i) Online Services Commitment Offering. Customer commits in advance to purchase a specific quantity of Online Services for use during a Term and to pay upfront or on a periodic basis for continued use of the Online Service. Online Services Commitment Offerings are also referred to as "**License Plans**" in the Product Terms.

(ii) Consumption Offering (also called Pay-As-You-Go). Customer pays based on actual usage with no upfront commitment. Consumption Offerings are billed according to Consumption Rates, as defined in the Product Terms.

(iii) Limited Offering. Customer receives a limited quantity of Online Services for a limited term without charge (for example, a free trial) or as part of another Microsoft offering (for example, MSDN). Provisions in this agreement with respect to the SLA and data retention may not apply.

(iv) Software Commitment Offering. Customer commits in advance to purchase a subscription for a specific quantity of Software for use during a Term and to pay upfront or on a periodic basis for continued use of the Software.

b. Ordering.

(i) Orders must be placed through the Contractor. Customer may place orders for its Affiliates under this agreement and grant its Affiliates administrative rights to manage the Subscription, but, Affiliates may not place orders under this agreement. Customer also may assign the rights granted under Section 1.a and 1.b to a third party for use by that third party in Customer's internal business. If Customer grants any rights to Affiliates or third parties with respect to Software or Customer's Subscription, such Affiliates or third parties will be bound by this agreement and Customer agrees to be jointly and severally liable for any actions of such Affiliates or third parties related to their use of the Products.

(ii) The Contractor may permit Customer to modify the quantity of Products ordered during the Term of a Subscription. Additional quantities of Products added to a Subscription will expire at the end of that Subscription.

c. Pricing and payment. Prices for each Product and any terms and conditions for invoicing and payment will be established by the Contractor.

d. Renewal.

(i) Upon renewal of a Subscription, Customer may be required to sign a new agreement, a supplemental agreement or an amendment to this agreement.

(ii) Customer's Subscription will automatically renew unless Customer provides the Contractor notice of its intent not to renew prior to the expiration of the Term.

e. Eligibility. Customers must qualify as Federal Agencies or State/Local Governments. Microsoft reserves the right to verify eligibility at any time and suspend the Product if the eligibility requirements are not met.

f. Taxes. The parties are not liable for any of the taxes of the other party that the other party is legally obligated to pay, and which are incurred or arise in connection with or related to the transactions contemplated under this agreement, and all such taxes will be the financial responsibility of the party who is obligated by operation of law to pay such tax.

13. Term, termination.

a. Agreement term and termination. This agreement will remain in effect until the expiration or termination of the Government Contract, whichever is earliest.

b. Cancel a Subscription. The Government Contract will establish the terms and conditions, if any, upon which Customer may cancel a Subscription.

14. 4. Security, privacy, and data protection.

a. Customer consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Customer may choose to provide personal information to Microsoft on behalf of third parties (including your contacts, resellers, distributors, administrators, and employees) as part of this agreement. Customer will obtain all required consents from third parties under applicable privacy and data protection laws before providing personal information to Microsoft.

b. Additional privacy and security details are in the Online Services Terms. The commitments made in the Online Services Terms only apply to the Online Services purchased under this agreement and not to any services or products provided by the Contractor.

c. As and to the extent required by law, Customer shall notify the individual users of the Online Services that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by the Contractor or as required by law, and Customer shall obtain the users' consent to the same.

15. Warranties.

a. Limited warranty.

(i) Software. Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date Customer is first licensed for that version. If it does not, and Customer notifies Microsoft within the warranty term, then Microsoft will, at its option, (1) return the price Customer paid for the Software license or (2) repair or replace the Software.

(ii) Online Services. Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer's use. Customer's remedies for breach of this warranty are in the SLA.

(iii) Professional Services. With respect to the provision of Professional Services, unless stated otherwise in a separate Statement of Service, each party represents and warrants it will secure the permission of the other party prior to providing any source code in a manner that would subject the other party's intellectual property to any other license terms or require the other party to distribute source code to any of its technologies. All results of any Professional Services provided as an Online Service Benefit and not subject to a separate Statement of Services and any software or technologies provided by either party during the provision of any Professional Services provided as an Online Services Benefit are provided strictly “as is” and “with all faults” and without warranties of any kind except. **ALL RESULTS AND ANY SOFTWARE, SERVICES AND/OR TECHNOLOGIES PROVIDED BY EITHER PARTY ARE PROVIDED STRICTLY “AS IS” AND “WITH ALL FAULTS” AND WITHOUT WARRANTIES OF ANY KIND.**

(iv) The remedies above are Customer's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. Exclusions. The warranties in this agreement do not apply to problems caused by accident, abuse or use inconsistent with this agreement, including failure to meet minimum system requirements. These warranties do not apply to free or trial products, Previews, Limited Offerings, or to components of Products that Customer is permitted to redistribute.

c. Disclaimer. Except for the limited warranties above, to the extent not prohibited by applicable law, Microsoft provides no warranties or conditions for Products and disclaims any other express, implied, or statutory warranties for Products, including warranties of quality, title, non-infringement, merchantability and fitness for a particular purpose.

16. Defense of third party claims.

a. By Microsoft. Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted under this agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, as its option, either: (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Customer's license and refund any prepaid subscription license fees for Products for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product or Fix after being notified to stop due to a third-party claim.

b. Customer's agreement. Customer agrees that use of Customer Data or non-Microsoft software Microsoft provides or otherwise makes available on Customer's behalf will not infringe any third party's patent, copyright or trademark or make unlawful use of any third party's trade secret. In addition, Customer will not use an Online Service to gain unauthorized access to or disrupt any service, data, account or network in connection with the use of the Online Services.

c. Rights and remedies in case of possible infringement or misappropriation. If Microsoft reasonably believes that a claim under this section may result in a legal bar prohibiting Customer's use of the Product or Fix, Microsoft will seek to obtain the right for Customer to keep using it or modify or replace it with a functional equivalent, in which case Customer must discontinue use of the prior version immediately. If these options are not commercially reasonable, Microsoft may terminate Customer's right to the Product or Fix and refund any amounts Customer has paid for those rights to Fixes and, for Products, any amount paid for a usage period after the termination date.

d. Other terms. Customer must notify Microsoft promptly in writing of a claim subject to this section. To the extent permitted by applicable law, give Microsoft sole control over the defense and settlement (provided that for any Federal Agency Customers, the control of the defense and settlement is subject to 28 U.S.C. § 516) and provide reasonable assistance in defending the claim. Microsoft will reimburse Customer for reasonable out of pocket expenses that it incurs in providing assistance. The remedies provided in this section are the exclusive remedies for the claims described in this section.

Notwithstanding the foregoing, and solely with respect to Federal Agency Customers, Microsoft's rights set forth in this section (and the rights of the third party claiming infringement) shall be governed by the provisions of 28 U.S.C. § 1498.

17. Limitation of liability.

To the extent permitted by applicable law, for each Product, each party's maximum, aggregate liability to the other under this agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Customer paid for the applicable Products during the term of this agreement, subject to the following:

a. Online Services. For Online Services, Microsoft's maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the applicable Online Service during the 12 months before the incident.

b. Professional Services. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES LIMIT THEIR LIABILITY FOR ANY CLAIMS RELATED TO PROFESSIONAL SERVICES

UNDER THIS AGREEMENT TO $5,000 AND IN NO EVENT WILL EITHER PARTY (INCLUDING THEIR DIRECTORS, OFFICERS AND AFFILIATES) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES UNLESS OTHERWISE STATED IN A SEPARATE STATEMENT OF SERVICES. THESE EXCLUSIONS APPLY REGARDLESS OF WHETHER APPLICATION OF THESE EXCLUSIONS CAUSES ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE. THIS SECTION 7b WILL NOT APPLY TO LIABILITY ARISING OUT OF EITHER PARTY'S LIABILITY FOR (A) VIOLATION OF ITS CONFIDENTIALITY OBLIGATIONS (EXCEPT OBLIGATIONS RELATED TO DATA UNDER SECTION 8d BELOW); OR (B) INFRINGEMENT, MISAPPROPRIATION, OR OTHER VIOLATIONS OF THE OTHER PARTY'S TECHNOLOGIES OR INTELLECTUAL PROPERTY.

c. Free Products and distributable code. For Products and Professional Services provided free of charge and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

d. Exclusions. In no event will either party be liable for loss of revenue or indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for loss of use, lost profits, revenues, business interruption, or loss of business information, however caused or on any theory of liability.

e. Exceptions. The limits of liability in this section apply to the fullest extent permitted by applicable law, but do not apply to: (1) confidentiality obligations (except for all liability related to Customer Data or Support and Consulting Data which will remain subject to the limitations and exclusions above); (2) the parties' obligations under section 6; or (3) violation of the other's intellectual property rights.

f. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to these Microsoft License Terms and Conditions under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

18. Professional Services.

a. Description of Supplier Services. The precise scope of the Professional Services may be specified in a Statement of Services. Customer or any of Customer's Affiliates may enter into Statements of Services under this Agreement with Microsoft's local Affiliates. Microsoft's ability to deliver the Professional Services depends upon Customer's full and timely cooperation, as well as the accuracy and completeness of any information Customer provides. This Agreement does not obligate either party or its Affiliates to enter into any Statements of Services.

b. Proprietary Rights.

(i) Pre-existing Work. Each party owns and retains all rights, title and interest to its pre-existing Confidential Information and technology, including technologies developed outside of this agreement, together with all related intellectual property rights (as to each party, its “Pre-Existing Work”). Subject to compliance with the terms of this agreement, each party grants to the other a worldwide, non-exclusive, non-assignable, fully paid-up license to use, reproduce, and create derivative works of its Pre-existing Work, provided that: (i) Microsoft's license to Customer's Pre-Existing Work is solely for the purposes of providing technical resources under this agreement; (ii) Customer's license to Microsoft Pre-Existing Work will be in accordance with this agreement; (iii) neither party may use the other party's Pre-Existing Work on a standalone basis and (iv) neither party may distribute or otherwise transfer any of the other party's Pre-Existing Work to a third party.

(ii) Improvements. Each party shall exclusively own all modifications and derivative works created under this agreement to that party's Pre-Existing Work (“Improvements”), regardless of who authors such Improvements. Each party assigns to the other party all rights, title, and interest to any Improvements that it makes to the other party's Pre-Existing work. Subject to compliance

with the terms of this agreement, the parties license Improvements as follows: (i) Microsoft grants Customer a worldwide, non-exclusive, non-assignable, fully paid-up license to use, reproduce, and create derivative works, but not distribute or otherwise transfer, Improvements to Microsoft's Pre-Existing Work; and (ii) Customer grants Microsoft a worldwide, non-exclusive, non-assignable, fully paid-up license to use, reproduce, distribute, and create derivative works of only those Improvements Microsoft may create to Customer's Pre-Existing Work that are generic solutions or services.

(iii) Developments. Either party may create new technology, written materials, or proofs of concept under this agreement that do not include any Pre-Existing Work or Improvements ("**Developments**"). All Developments will be owned by Microsoft and Customer assigns to Microsoft all rights, title, and interest to any Developments that it makes. Microsoft grants Customer a worldwide, non-exclusive, non-assignable, fully paid-up license to use, reproduce, and create derivative works, but not distribute or otherwise transfer to a third party, Developments.

c. Open Source. Microsoft may elect to release to Customer certain Improvements or Developments as open source software, published with related end user documentation to a public repository on GitHub or another mutually accepted venue, under the terms of the MIT License (http://opensource.org/licenses/MIT) or another mutually accepted open source license. The open source license, and not the terms above, will apply to such Improvements or Developments.

d. Data. Customer owns all rights to data that Customer or its affiliates may elect to share with Microsoft in Microsoft's performance of Professional Services. The data protection terms of the Microsoft Professional Services Limited Data Protection Addendum apply and are available at http://aka.ms/mpsldpa.

e. Feedback. Either party may provide suggestions, comments, ideas, know-how, or other feedback to the other party. Feedback is voluntary and the receiving party is not required to hold it in confidence. The receiving party will not disclose the source of feedback without the providing party's consent. Feedback may be used for any purpose without obligation of any kind.

f. Retained Rights. Except as expressly set forth in this agreement, neither party grants the other (by implication, estoppel or otherwise) any right, title, interest, or license, in such party's patents, patent applications, trade secrets, copyrights, mask work rights, trademarks or other intellectual property.

19. Government Community Cloud

a. Community requirements for Government Community cloud. Customer certifies it is eligible for and has opted to purchase one or more Government Community Cloud services under the enrollment. Customer agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and for the benefit of end users that are members of the Community. Microsoft reserves the right to update its lists of Government Community Cloud services from time to time. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Customer's license(s) for Government Community Cloud Services without notice. Customer acknowledges that only Community members may use Government Community Cloud Services.

(i) All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights and this Agreement.

(ii) Disclaimer: Government Community Cloud Services are not designed to operate in the same domain as non-Government Community Cloud. Additionally, Office 365 GCC High cannot coexist

in the same domain as Commercial Office 365 or Office 365 GCC, each as described in the Office 365 Service Descriptions.

(iii) Any Customer in the Enterprise that uses Government Community Cloud Services must maintain its status as a member of the Community. Maintaining status as a member of the Community is a material requirement for such services.

b. Use Rights for Government Community Cloud Services. For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Customer Data will be stored and processed solely within the continental United States

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

(iv) Additional European terms set forth in the Use Rights, including without limitation the Data Processing Terms section of the Online Services Terms (and the "Standard Contractual Clauses" that are incorporated by reference thereto) and all provisions in the Online Services Terms relating to the European Union General Data Protection Regulation, will not apply. The System Security Plan included in the FedRAMP documentation for the specific Government Community Cloud Services details the security controls applicable to such Services.

c. Commercial Products. Microsoft may make commercial products available to Customer to use with Customer's Government Community Cloud Services. Such Products will be provisioned in the public commercial cloud and all security controls and data commitments related to these services are described in the Use Rights.

20. Azure Government Secret and 0365 Secret and Top Secret Services.

In addition to the Government Community Cloud terms above:

a. The following terms and conditions apply solely to Azure Government Secret and Top Secret and 0365 Secret and Top Secret Services and shall take precedence over any conflicting terms in this agreement or any document incorporated herein.

b. Customer certifies that all Customers included in the Enterprise have the authority to access classified systems at the level of classification of the system being accessed.

c. The existing Service Level Agreements ("SLAs") for Azure and 0365 services apply to Azure Government Secret and Top Secret and 0365 Secret and Top Services, except that the SLAs are modified as follows:

(i) For the purpose of this section, "data centers" as they are referred to in the existing SLAs, shall include any Microsoft data centers, colocation data centers, or security operations centers (SOCs) that support the Azure Government Secret and Top Secret and 0365 Secret and Top Secret Services provided under this Agreement.

(ii) The SLA commitment does not apply to any unavailability, suspension or termination of Services:

1) caused by any factor outside of Microsoft's reasonable control, including any force majeure event, which may include, but is not restricted to: limiting access to the facility by the Customer or a third party (including the U.S. government, if Customer is not a Federal Agency), limiting access to software, equipment or the space in which software or equipment are located in the facility by the Customer or a third party (including the U.S. government, if Customer is not a Federal Agency), limiting Internet access or network access, or IP transit provider issues;

2) that results from any actions or inactions of the Customer or a third party (including the U.S. government, if Customer is not a Federal Agency), including but not limited to failure to process or deploy software patches through any government mandated vetting process or failure to meet agreed upon requirements for scaling of capacity;

3) that results from Customer equipment, software or other technology and/or third party (including the U.S. government, if Customer is not a Federal Agency) equipment, software or other technology (other than third party equipment within our direct control), encryption devices and related software;

4) that results from Microsoft dependencies on Customer or a third party (including the U.S. government, if Customer is not a Federal Agency) systems or any components thereof;

5) that results from any maintenance as provided for pursuant to any separate Agreement;

6) that result from Customer's failure to adhere to any other agreed upon policy or process documentation applicable to the environment;

7) that result from customer support issues that cannot be resolved through Microsoft's standard support channels available for Azure Government Secret and Top Secret Services and 0365 Secret and Top Secret Services within the standard SLA period available for such services.

21. Description of Supplier Services.

The precise scope of the Professional Services may be specified in a Statement of Services. Customer or any of Customer's Affiliates may enter into Statements of Services under this Agreement with Microsoft's local Affiliates. Microsoft's ability to deliver the Professional Services depends upon Customer's full and timely cooperation, as well as the accuracy and completeness of any information Customer provides. This Agreement does not obligate either party or its Affiliates to enter into any Statements of Services.

22. Miscellaneous.

a. Notices. Notices must be in writing and will be treated as delivered on the date received at the address, date shown on the return receipt, e-mail transmission date or date on the courier or fax confirmation of delivery. Notices to Microsoft must be sent to the following address:

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Notices to Customer will be sent to the individual at the address Customer identifies to its Government Partner as its contact for notices. Microsoft may send notices and other information to Customer by email or other electronic form.

b. Assignment. Either party may assign this agreement either in whole or in part to an Affiliate, but it must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the other party in writing. Any prohibited assignment is void.

c. Severability. If any part of this agreement is held unenforceable, the rest remains in full force and effect.

d. Waiver. Failure to enforce any provision of this agreement will not constitute a waiver.

e. No agency. This agreement does not create an agency, partnership, or joint venture.

f. No third-party beneficiaries. There are no third-party beneficiaries to this agreement.

g. Use of contractors. Microsoft may use contractors to perform services, but will be responsible for their performance, subject to the terms of this agreement.

h. Microsoft as an independent contractor. The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's confidential information.

i. Agreement not exclusive. Customer is free to enter into agreements to license, use or promote non-Microsoft products or services.

j. Entire agreement. This agreement is the entire agreement concerning its subject matter and supersedes any prior or concurrent communications. In the case of a conflict between any documents in this agreement that is not expressly resolved in those documents, their terms will control in the following order of descending priority: (1) this agreement, (2) the Product Terms, (3) the Use Rights, and (4) any other documents in this agreement.

k. Survival. All provisions survive termination of this agreement except those requiring performance only during the term of the agreement.

l. U.S. export jurisdiction. Products are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use and destination restrictions issued by U.S. and other governments related to Microsoft products, services, and technologies.

m. Force majeure. Neither party will be liable for any failure in performance due to causes beyond that party's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Online Services). This Section will not, however, apply to your payment obligations under this agreement.

n. Open Source. Certain third party license terms require that computer code be generally (1) disclosed in source code form to third parties; (2) licensed to third parties for the purpose of making derivative works; or (3) redistributable to third parties at no charge (collectively, “Open Source License Terms”). Neither Microsoft or Customer may use, incorporate, modify, distribute, provide access to, or combine the computer code of the other with any other computer code or intellectual property (collectively, “Provide”) in a manner that would subject the other's computer code to Open Source License Terms. Microsoft is not responsible for Customer's upload, use or distribution of Customer's code from the Online Services. Customer may upload code to an Online Service and allow third parties access to use or download Customer's code on the Online Service, provided that (1) such use is not restricted by a license agreement or the License Agreement/Product Use Rights and (2) any Open Source License Terms apply solely to Customer and their uploaded code, and not to any code or Products provided by Microsoft. Microsoft and Customer warrant that it will not provide the other with, or give third parties access through the Online Services to, computer code that is governed by Open Source License Terms, except as described above.

o. Contracting authority. If you are an individual accepting these forms on behalf of an entity, you represent that you have the legal authority to enter into this agreement on that entity's behalf.

p. Applicable Law.

(i) When the Customer is a State/Local Entity. The terms of this Agreement will be governed by and construed in accordance with the laws of the state of the Customer.

(ii) Where the Customer is a Federal Agency, all disputes under this Agreement shall be governed by FAR 52.233-1, Disputes and the Agreement shall be governed under applicable US Federal law.

(iii) If federal jurisdiction exists, the parties consent to exclusive jurisdiction and venue in the federal courts in Customer's state.

q. Additional Terms Applicable when the Customer is a Federal Agency

(i) No provisions of any shrink-wrap or any click-through agreement (or other similar form of agreement) that may be provided in conjunction with any Product(s) acquired under this agreement shall apply in place of, or serve to modify any provision of this agreement, even if a user or authorized officer of Customer purports to have affirmatively accepted such shrink-wrap or click-through provisions. For the avoidance of doubt and without limiting the foregoing, in the event of a conflict between any such shrink-wrap or click-through provisions (irrespective of the products or services that such provisions attach to) and any term or condition of this agreement, then the relevant term or condition of this agreement shall govern and supersede the purchase of such Product(s) to the extent of any such conflict. All acceptance of agreements and renewals shall be executed in writing.

(ii) If any document incorporated by reference into this agreement, including the Use Rights included and/or referenced or incorporated herein and/or therein, contains a provision (1) allowing for the automatic termination of your license rights or Online Services; (2) allowing for the automatic renewal of services and/or fees; (3) requiring the governing law to be anything other than the applicable law set forth above in Section 12.p; and/or (4) otherwise violates applicable law, then, such terms shall not apply with respect to the Federal Government. If any document incorporated by reference into this agreement, including the Use Rights included and/or referenced or incorporated herein and/or therein contains an indemnification provision, such provision shall not apply as to the United States indemnifying Microsoft or any other party.

23. Definitions.

Any reference in this agreement to "**day**" will be a calendar day.

"Acceptable Use Policy" is set forth in the Online Services Terms.

"Affiliate" means,

a. for Microsoft, any legal entity that owns or controls, is owned or controlled by, or is under common ownership or control with, Microsoft;

b. for Contractor, any entity that owns or controls, is owned or controlled by, or is under common ownership or control with, Contractor; and

c. for each Customer identified on an Initial Order Form, any entity that

(i) is a bureau, office, agency, department or other subdivision of that Customer (and located in Customer's State, if Customer is a State/Local Entity) controlled by or under common control with Customer for whose use of Products Contractor is contractually responsible under its Government Contract in accordance with agreement, and

(ii) controls, is controlled by, or is under common control with, Customer.

For this definition, "**ownership**" means owning more than 50% of applicable interests, and "**control**" means the legal right to bind contractually and exercise decision power over administration, finances, and operations.

"Azure Government Services" means one or more of the services or features Microsoft makes available to Customer under this Enrollment and identified at http://azure.microsoft.com/en-us/regions/#services, which are Government Community Cloud Services.

"Azure Government Secret and 0365 Secret Services" means one or more of the services or features Microsoft makes available to Customer in the Azure Government Secret and 0365 Secret environment under the Enrollment. The full catalog of Azure and 0365 Secret Services will be listed in the customer portals for the Azure Government Secret cloud and the 0365 Secret cloud or at some other location specified by Microsoft.

"Azure Government Top Secret and 0365 Top Secret Services" means the Microsoft Online Services that are provisioned for exclusive use by the Community for data classified at the Top-Secret level. Azure Government Top Secret and 0365 Top Secret Services are considered Government Community Cloud Services. The full catalog of Azure and 0365 Top Secret Services will be listed in the customer portals for the Azure Government Secret cloud and the 0365 Secret cloud or at some other location specified by Microsoft.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) a Customer using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which the Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet the Customer's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Consumption Offering", "Commitment Offering", or "Limited Offering" describe categories of Subscription offers and are defined in Section 2.

"Customer Data" is defined in the Online Services Terms or with Professional Services, Customer Data does not include Support and Consulting Data.

"End User" means any person you permit to access Customer Data hosted in the Online Services or otherwise use the Online Services.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Fix" means a Product fix, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Government Contract" means the binding agreement between the Contractor and Customer under which Customer orders Products from the Contractor and the Contractor binds Customer to the terms of this agreement.

"Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

"Microsoft Trust Center Compliance Page" is Microsoft's website accessible at https://www.microsoft.com/en-us/TrustCenter/Compliance/ or a successor upon which Microsoft

provides information about how each of its Online Services complies with, and/or is certified under, various government and industry control standards.

"Non-Microsoft Product" is defined in the Online Services Terms.

"Office 365 Service Descriptions" means the Service Descriptions for Office 365 GCC High, published by Microsoft at https://technet.microsoft.com/en-us/library/mt774581.aspx (for the product superset, Office 365 US Government) and https://technet.microsoft.com/en-us/library/mt774968.aspx (for the product subset, Office 365 GCC High), or at successor sites Microsoft later identifies.

"Office 365 US Government" means the Government Community Cloud Service described by the Office 365 Service Descriptions, and purchased by Customer pursuant to the terms and conditions of the Enrollment.

"Office 365 GCC High" means the Government Community Cloud Service described by the Office 365 Service Descriptions, and purchased by Customer pursuant to the terms and conditions of the Enrollment.

"Online Service(s)" means any of the Microsoft-hosted online services identified as such in the Product Terms and/or Online Services Terms and subscribed to by Customer under this agreement, including but not limited to those which are Government Community Cloud Services: Microsoft Dynamics Online Services, Office 365 Services, Microsoft Azure Services, Microsoft Power BI Services, or Microsoft Intune Online Services. For clarity:

a. Microsoft's subcontract with Contractor may limit the scope and variety of Microsoft Online Services available to Customer, for example based upon either a Microsoft License Program restriction and/or Customer's unique regulatory or other requirement.

b. Customer should not issue a purchase order to Contractor for an Online Service unless Customer is first satisfied, pursuant to Microsoft's public statements on the Microsoft Trust Center Compliance Page, that its regulatory and other requirements will be met.

c. In certain cases, Microsoft may require Contractor to provide Customer with an amendment to this Customer Agreement, in cases where an Online Service's compliance with a regulation is predicated upon joint Customer responsibility, as set for in the Microsoft Trust Center Compliance Page.

"Online Services Benefits" means those Professional Services, made available to eligible customers at no additional charge as part of an Online Services subscription to advise and assist with onboarding, migration, training and use of those Online Services. Additional terms and conditions may be required to receive some Online Services Benefits. Eligibility will be determined on a per-service basis and may vary depending on availability. Microsoft reserves the right to change the availability of Online Service Benefits at any time in its sole discretion.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Licensing Site and updated from time to time.

"Previews" means preview, beta, or other pre-release version or feature of the Online Services or Software offered by Microsoft to obtain customer feedback.

"Product(s)" means all products sold to Customer by Contractor, as identified in the Product Terms, such as all Software, Online Services and other web-based services, including Previews. For clarity, not all Products shown in the Product Terms will be available to Customer under this Agreement. Contractor will inform Customer of Products made available to purchase under the Government Contract.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Licensing Site and is updated from time to time.

"Professional Services" means all Product support services and Microsoft research or engineering services, training, advice, consulting or other services provided to assist with onboarding, migration, training and use of Online Services or otherwise related to any Online Service. The precise scope of the Professional Services may be specified in a Statement of Services. This Agreement does not obligate either party or its Affiliates to enter into any Statements of Services.

"SLA" means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state' jurisdiction and geographic boundaries.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be a part of an Online Service.

"Statement of Services" means any work orders, services descriptions, or other description of Professional Services that incorporates this Agreement.

"Subscription" means an enrollment for Online Services for a defined Term as established by your Reseller.

"Support and Consulting Data" means all data, including all text, sound, video, image files, or software, that are provided to Microsoft by, or on behalf of, Customer (or that Customer authorizes Microsoft to obtain from an Online Service) through an engagement with Microsoft to obtain Professional Services covered under this Addendum. Support and Consulting Data may include Personal Data.

"Term" means the duration of a Subscription (e.g., 30 days or 12 months).

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means the use rights or terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product.

a. The Use Rights for Online Services are published in the Online Services Terms. In addition, the Product Terms (a) contain product-specific references which may apply to certain Online Services and (b) may reference Online Services, and certain types of SKUs for them, that are not made available to Customer.

b. The Use Rights for Software are published by Microsoft in the Product Terms.