

Enrollment for Education Solutions

Enrollment Number <i>Microsoft to complete</i>		Qualifying Enrollment Number (if applicable) <i>Partner to complete</i>	
Previous Enrollment Number (if applicable) <i>Partner to complete</i>	8411171		

If renewing Subscription Licenses from a Previous Enrollment or Agreement, the Previous Enrollment or Agreement number must be identified.

This Enrollment must be attached to a signature form to be valid.

Please note that by entering into this Enrollment for Education Solutions (“Enrollment”). Institution, regardless of whether it is a primary/secondary school or a higher/further education entity, becomes part of the “Campus Program”. Institution’s reseller will use the Campus Program tools and pricing infrastructure to register Institution for this Enrollment. All communications from Microsoft will indicate that Institution is part of the Campus Program.

This Microsoft Enrollment for Education Solutions is entered into between the entities identified on the signature form as of the effective date. Institution represents and warrants that it is the same Institution that entered into the Campus and School Agreement identified on the signature form (“Agreement”) or an Affiliate of Institution. By entering into this Enrollment, Institution, regardless of whether it is a primary/secondary school or a higher/further education entity, becomes part of the “Campus Program.” Institution’s reseller will use the Campus Program tools and pricing infrastructure to register Institution for this Enrollment. All communications from Microsoft will indicate that Institution is part of the Campus Program. This Enrollment consists of (1) this document and the signature form, (2) the Agreement, and (3) any supplemental contact information form. The Agreement must be at least version 3.4 in order for the Enrollment to be valid.

Effective date. If Institution is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date each year this Enrollment is in effect.

Notwithstanding anything to the contrary in the Agreement, the terms and conditions in this Enrollment supersede any conflicting terms and conditions in the Agreement.

Term. This Enrollment will expire either 12 or 36 full calendar months from the Enrollment Effective Date, depending on Institution’s election below, and may be terminated earlier as provided in the Agreement. *Please select **only one** initial Enrollment term option:*

<input type="checkbox"/>	12 Full Calendar Months	<input checked="" type="checkbox"/>	36 Full Calendar Months
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Prior Enrollment(s). If renewing Software Assurance or Subscription Licenses from another Enrollment or agreement, the previous Enrollment or agreement number and end date must be identified in the respective boxes above. If renewing from multiple Enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

Terms and Conditions

1. Contact information.

Each party will notify the other in writing if any of the following information changes. Microsoft may disclose contact information as necessary to administer this Enrollment.

- a. Primary contact information.** Institution must identify an individual from inside its organization to serve as Microsoft's primary contact with Institution for matters related to this Enrollment. Unless Institution designates an alternate online administrator in subsection (b) below, the primary contact will also be the online administrator for this Enrollment and will receive all notices from Microsoft related to this Enrollment. The online administrator may appoint other administrators and grant others access to online information.

Name of entity (must be legal entity name)* School Board of Clay County

Contact name*: First Carl Last Hendrick

Contact email address* cdhendrick@OneClay.net

Street address* 900 Walnut Street

City* Green Cove Springs

State/Province* FL

Postal code* 32043

Country* US

Phone (904) 284-6507

Tax ID

This contact is a third party (not Institution)

Warning: This contact receives personally identifiable information of Institution.

** indicates required fields*

- b. Online Administrator and Notice Recipient.** Complete this only if Institution wants to designate an online administrator and notice recipient different from the primary contact designated in subsection (a) above.

Same as primary contact

Name of entity*

Contact name*: First Last

Contact email address*

Street address*

City*

State/Province*

Postal code*

Country*

Phone

This contact is a third party (not Institution)

Warning: This contact receives personally identifiable information of Institution.

** indicates required fields*

- c. Online Services Manager.** Institution must designate an Online Services Manager to receive communications from Microsoft concerning registration for Online Services ordered under this Enrollment, if any. The Online Services Manager may appoint other administrators and grant others access to online information.

Same as primary contact

Name of entity*

Contact name*: First Last

Contact email address*

Street address*

City*
State/Province*
Postal code*
Country*
Phone

This contact is a third party (not Institution)

Warning: This contact receives personally identifiable information of Institution.

** indicates required fields*

- d. **Language preference.** Select the language for notices. English
- e. **Microsoft account manager.** Provide the Microsoft account manager contact for Institution.

Microsoft account manager name:

Microsoft account manager email address:

- f. **Reseller information.**

Reseller company name* SHI International Corp

Street address (PO boxes will not be accepted)* 290 Davidson Ave

City* Somerset

State/Province* NJ

Postal code* 08873

Country* USA

Contact name* Rachel Wachtler

Phone 888-764-8888

Contact email address* msteam@shi.com

** indicates required fields*

The undersigned confirms that the information is correct

Name of Reseller* SHI International Corp

Signature* _____

Printed name* Rachel Wachtler

Printed title* Contract Specialist

Date*

** indicates required fields*

Changing a reseller. If Microsoft or the reseller identified above choose to cease doing business with one another, Institution must choose a replacement reseller. If Institution intends to change the reseller identified above for any other reason, Institution must notify Microsoft and the reseller being replaced in writing on a form provided by Microsoft at least 30 days prior to the date on which the change is to take effect. The change will take effect 30 days from the date of Institution's signature.

2. **Definitions.**

Terms used but not defined in this Enrollment will have the definition in the Agreement. The following definitions also apply:

"Additional Product" means any Product identified as such in the Product List and chosen by Institution under this Enrollment.

"Alumni" means any Graduate, or former Student, Faculty or Staff of the Institution.

“Customer,” as used in certain supplemental forms (for example the program signature form), has the same meaning as “Institution.”

“Desktop Platform Product” means any Product identified on the Product List as such and that Institution chooses to license under this Enrollment (Desktop Platform Products may only be licensed on an Organization-wide basis under this program).

“Faculty” means any employees, contractors and volunteers who teach or perform research for Institution and use an Institution Qualified Desktop.;

“Graduate” means a Student who has completed (1) a grade or a level in a school or an educational institution in the Organization that qualifies the Student for enrollment into college or university or (2) a diploma or degree from a college or university in the Organization.

“Organization-wide Count” means the total quantity of Faculty and Staff in the Organization as listed in the table in the section of this Enrollment titled “Choosing licensing options; license grant.”

“Platform Online Service” means any Online Service identified on the Product List as such and that Institution chooses to license under this Enrollment. Platform Online Services are treated as Online Services, except as otherwise noted.

“Previous Enrollment or Agreement” means a School Subscription Enrollment, a Campus Subscription Enrollment, an Enrollment for Education Solutions, or an Open Value Subscription Agreement for Education Solutions.

“Qualified Desktop” means any device that is used for the benefit of the Organization or by or for the benefit of Students enrolled in the Organization and is (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Professional locally (in a physical or virtual operating system environment) or (2) a device used to access a virtual desktop infrastructure (“VDI”). Qualified Desktops do not include any device that is (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not managed (as defined in the Product List at the start of the applicable initial or renewal term of the Enrollment) by the Organization.

“Qualified User” means a User who (1) is a user of a Qualified Desktop or (2) accesses any server software or online services licensed within the Organization. It does not include a person who accesses server software or online services solely under a license identified in the Qualified User Exemptions in the Product List.

“Qualifying Enrollment” means an Enrollment for Education Solutions, the minimum requirements of which were met (*i.e.*, a Qualifying Enrollment was not used) and which was entered into by Institution or Institution’s Affiliate, each active and valid upon signing of this Enrollment. Institution must have been included in the Organization under an Enrollment for Education Solutions that is used as the Qualifying Enrollment.

“Staff” means any non-Faculty employees, contractors and volunteers who perform work for Institution and use an Institution Qualified Desktop;

“Student” means any student enrolled in any educational institution that is part of Institution’s Organization whether on a full-time or part-time basis.

“Student Count” means the total quantity of Students in the Organization as listed in the table in the section titled “Licensing options; license grant.”

“Student Qualified Desktop” means a Qualified Desktop owned, leased, or controlled by a Student or owned, leased, or controlled by the Organization and assigned for individual, dedicated use by a Student.

3. Overview of the Enrollment for Education Solutions.

This Enrollment allows Institution to license Products on a subscription basis across its Organization. Institution defines its Organization and can select from two different licensing options ((1) Faculty and Staff or (2) Students), depending on the Users it wishes to enable to use the Products licensed.

The minimum requirements for this Enrollment are as follows:

- Institution must order at least one Desktop Platform Product for an Organization-wide Count of at least 1,000; OR
- Institution must order at least one Platform Online Service for Faculty and Staff in a quantity of 1,000; OR
- Institution must order at least one Desktop Platform Product for a Student Count of at least 1,000; OR
- Institution must order at least one Platform Online Service for Students in a quantity of 1,000.

These minimum requirements are waived if Institution has a Qualifying Enrollment.

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, purchase perpetual Licenses using the buy-out option.

4. **Defining Institution's Organization.**

Define the Organization by choosing one of the options below. *Please select **only one** option.*

<input checked="" type="checkbox"/>	Institution and all of its Affiliates , departments and school locations (<i>do not</i> list any entity in the below list)
<input type="checkbox"/>	Institution only (including all of its departments and school locations, but not including any Affiliates) (<i>do not</i> list any entity in the below list)
<input type="checkbox"/>	Institution <i>plus</i> the listed Affiliate(s) and/or department(s), school location(s), and/or clearly defined User group(s) if Affiliate is a school without departments or school locations, of Affiliate(s) (please list the Affiliate(s), department(s), school location(s) and/or User group(s) of Affiliate(s) below)
<input type="checkbox"/>	The listed department(s), school location(s), and/or clearly defined User group(s) if Institution or Affiliate is a school without departments or school locations, of Institution and any of its Affiliates, and any Affiliate(s) (please list department(s), school location(s) and/or User group(s) and any Affiliate(s) below)

If Institution chooses to enroll specific departments, school locations, and/or clearly defined User groups, Institution must provide the department, school location, and/or defined User group names. If the department, school location, or User group is part of an Affiliate, Institution must also provide the name of the Affiliate. A department includes all segments of a department (e.g., a business school should include the business library). A department must be for educational purposes. Open access labs and other resource support centers do not qualify as separate departments.

List of participating Affiliates, departments, school locations, and/or clearly defined User groups	

Institution may attach pages to this Enrollment if additional rows are needed.

5. **Licensing options; license grant.**

Choosing a licensing option. Institution may license Desktop Platform Products and Additional Products licensed Organization-wide for (1) Faculty and Staff and/or (2) Students. Institution must indicate the option(s) it chooses by marking the applicable box below and provide its initial Organization-wide Count and/or Student Count, as applicable. Institution must select at least one licensing option.

Licensing Options.

- a. Faculty and Staff:** If Institution selects this option, Institution's Organization-wide Count must include all Faculty and Staff in its Organization. In calculating its Organization-wide Count, Institution must count a full-time member of its Faculty and Staff as 1, a part-time member of its Faculty as 1/3, and a part-time member of its Staff as 1/2.
- b. Students:** If Institution selects this option, Institution's Student Count must include all of the Students in its Organization. In calculating its Student Count, Institution must count a full-time Student as 1 and a part-time Student as 1/3.

Institution must provide an Organization-wide Count and/or Student FTE count even if only ordering Platform Online Services to meet Enrollment minimum requirements.

Category	Institution's Selection	Organization-wide Count and/or Student Count, as applicable
1. Faculty and Staff	<input checked="" type="checkbox"/>	4188
2. Students	<input checked="" type="checkbox"/>	33000

License grant. So long as Institution places orders pursuant to the Agreement and this Enrollment for any required Licenses and pays per the agreement with its reseller, Institution (and/or its Students, as applicable) will have the following rights during the term of this Enrollment:

- a.** If the Faculty and Staff option is chosen, each Qualified User in the Organization (including Students and public users of Qualified Desktops in an open lab) may run the Desktop Platform Products and the Additional Products licensed on an Organization-wide basis on any Institution Qualified Desktop. Institution is not required to count members of the public who access PCs that remain in Institution's open access labs or libraries. Institution may not permit remote access to software installed on PCs in open access labs or libraries. In the case of CALs, Institution may assign (1) a device CAL to each Institution Qualified Desktop and (2) a user CAL to each Faculty and Staff member, in both cases to access Institution's associated server software.
- b.** If the Student option is chosen, each Student in the Organization may run one instance of the licensed Desktop Platform Products and one instance of any Additional Products licensed Organization-wide on a Student Qualified Desktop. In the case of CALs, Institution may assign a user CAL to each Student to access Institution's associated server software. Student's right to use the software shall be governed by and subject to the relevant sections of the most current Product Use Rights.

Institution may run as many instances of other Additional Products as it wishes so long as adheres to the terms of the Agreement and this Enrollment and pays per the agreement with its reseller. Order quantities of Additional Products must be equal to the number of instances Institution runs.

If Institution is licensing Office Professional and SharePoint Server CAL (Enterprise or Standard) for Faculty and Staff in its Organization under this Enrollment, then Institution's Students and their parents may use Office Web Applications at no charge for the purpose of Students' education at Institution. There is no buy-out option for Office Web Applications.

6. Price levels and prices.

Price levels. Institution's Organization-wide Count or Student Count, as applicable, determines the price level of Desktop Platform Products. If Institution chooses to extend this Enrollment, the price level will be reset at the start of the extension term based on Institution's Organization-wide Count and/or Student Count at the time the extension order is placed. There are no price levels for Additional Products. Institution's price level does not change during the term of the Enrollment.

Select Price Level that Applies to Faculty and Staff Option	Organization Wide Count	Price level (Only Applicable For Desktop Platform products)
<input type="checkbox"/>	1,000	A
<input checked="" type="checkbox"/>	3,000	B
<input type="checkbox"/>	10,000	C
<input type="checkbox"/>	25,000	D

Select Price Level that Applies to Student Option	Student Count	Price level (Only Applicable For Desktop Platform products)
<input type="checkbox"/>	1,000	A
<input type="checkbox"/>	3,000	B
<input type="checkbox"/>	10,000	C
<input checked="" type="checkbox"/>	25,000	D

Prices. The price Institution will pay to license the Products will be determined by agreement between Institution and its reseller. However, Microsoft will provide the reseller with pricing at the outset of this Enrollment and will not increase the prices that it charges the reseller for the Products during the term of the Enrollment.

7. How to order Products.

- a. **Price and payment terms.** Price and payment terms for all Licenses ordered will be determined by agreement between Institution and its reseller.
- b. **Placing the initial order.** Orders must be submitted within 30 days of the Enrollment Effective Date. Institution may submit orders for Products that were not part of Institution's initial order, provided the order is placed in the same calendar month in which copies of the Products are first run. The following terms apply to initial orders and non-anniversary orders for Products not previously ordered:
 - (i) The initial order under the Enrollment must include Licenses for at least one Desktop Platform Product equal to Institution's Organization-wide Count or Student Count OR at least 1,000 Licenses for one or more Platform Online Services to be run by either Faculty and Staff or Students.
 - (ii) Orders for Licenses for Desktop Platform Products and all component products that are part of the Desktop Platform Products must include a number of Licenses equal to Institution's Organization-wide Count.
 - (iii) Licenses for Platform Online Services must be ordered in the exact quantity needed, provided such quantity is at least 1,000.

- (iv) Once the minimum ordering requirements under this Enrollment have been satisfied, Licenses for Additional Products must generally be ordered in any quantity needed, regardless of the Organization-wide Count or Student Count, provided sufficient Licenses are ordered to cover the use of the Additional Products. Licenses for certain Additional Products designated in the Product List, however, are required to be ordered in an amount equal to Institution's Organization-wide Count.
- (v) Licenses for Products offered under the Student offering must be ordered in an amount equal to the Student Count, with the exception of Online Services and certain other Products designated in the Product List. Once the minimum ordering requirements under this Enrollment have been satisfied, additional Licenses for Online Services other than Platform Online Services under the Student Offering may be ordered in any quantity, regardless of the Student Count, provided sufficient Licenses are ordered to cover the use of the Online Services. From time to time, Microsoft may offer additional licensing options for Students based on Licenses for Products ordered for Institution's Organization-wide Count, which will be described in the Product List.
- (vi) The Licensed Period for additional orders will be the same as the Licensed Period for Products ordered as part of the initial order.

c. Adding more copies of Products previously ordered (non-anniversary).

- (i) For Desktop Platform Products and Additional Products licensed Organization-wide, Institution is not required to obtain additional Licenses based on increases in the Organization-wide Count or Student Count after the date of the order. Institution must provide Microsoft with an updated Organization-wide Count and Student Count, however, on each anniversary of the Enrollment Effective Date during the Licensed Period.
- (ii) Except as provided in subsection (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. Institution must order additional Licenses for Products in the same calendar month in which the Products are first run.

Microsoft will invoice the reseller for Products ordered on a pro-rated basis corresponding to the number of full calendar months remaining in the Licensed Period to a minimum of 6 months. 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.

d. Extension orders and subsequent annual orders. Institution must submit extension orders as follows:

- (i) **One-year Licensed Period.** Institution must submit an extension order to extend the Enrollment for another Licensed Period. Microsoft must receive the extension order prior to the expiration of the Licensed Period. Institution may change the Product selection and quantity of Licenses ordered in each extension order.
- (ii) **Three-year Licensed Period.** Microsoft must receive an anniversary order prior to each anniversary of the Enrollment Effective Date of the three-year Licensed Period. Microsoft must receive any extension order prior to the expiration of the initial three-year Licensed Period. Each anniversary order must include Licenses for at least the same types and quantities of Products as Institution ordered during the year following the Enrollment

Effective Date, except for step-ups and any Additional Products not ordered Organization-wide. When placing anniversary orders, Institution may order fewer Licenses for Online Services than the quantity of Institution's initial order as long as the anniversary order meets the minimum requirements for Platform Online Services.

- e. **Buy-out order.** If a buy-out option is available, Institution may order perpetual Licenses for Desktop Platform Products and Additional Products licensed Organization-wide in an amount at least equal to the Organization-wide Count, but not more than the number of Qualified Desktops in the Organization on the date of the buy-out order. The number of perpetual Licenses Institution may order for Additional Products shall be equal to the lowest number of Licenses ordered during any of the three 12-month periods immediately preceding the expiration of the Enrollment.
- f. **How to confirm orders.** Microsoft will publish password-protected information about orders placed by Institution, including an electronic confirmation of each order, b at <https://www.microsoft.com/licensing/servicecenter> or a successor site. Upon Microsoft's acceptance of this Enrollment, the individual designated by Institution as its Online Administrator will be granted access to this site.
- g. **Step up to a higher Product edition.** If a previously ordered Product has multiple editions, Institution may acquire a License for the higher-level software edition by "stepping up" (e.g., from Core CAL to Enterprise CAL or from SQL Server Standard Edition to SQL Server Enterprise Edition). The order requirements set forth in subsection 7(c) above apply to all step-ups.

8. *Work at home rights.*

During the Licensed Period, Faculty and Staff who are the primary users (as defined in the Product Use Rights) of an Institution Qualified Desktop running one or more Products licensed by Institution may run one copy of each licensed Product on a home PC that they own or lease (or, for work at home rights for a Client Access License, to access the server Products licensed by Institution from a home PC that they own or lease), solely for work-related purposes. The total number of Faculty and Staff exercising work at home rights for Desktop Platform Products and Additional Products licensed Organization-wide may not exceed Institution's Organization-wide Count. For other Additional Products, the total number of Faculty and Staff exercising work at home rights may not exceed the number of Licenses Institution has acquired for such Additional Products. If Institution upgrades the Product on the Qualified Desktop used by a Faculty or Staff member, the corresponding copy of the Product run on a home PC may likewise be upgraded. Work at home rights for Faculty or Staff automatically terminate upon cessation of employment by or other affiliation with Institution, and the Product may no longer be run on the home PC. Though Microsoft may offer both work at home rights and home use program rights under Software Assurance for a Product, Institution must choose to utilize either work at home rights or home use program rights for such Product, but not both.

9. *Perpetual Licenses for Graduates.*

Institution may, at any time during the Enrollment term, transfer certain Licenses to run Products on a Student Qualified Desktop to any Graduate. Institution must provide each such Graduate with a license agreement in the form provided by Microsoft. Upon the Graduate's acceptance of the terms of the license agreement, the Graduate's right to run the Products identified in the license confirmation becomes perpetual. Institution may not, however, transfer rights related to access Licenses, including CALs, or to Online Services to Graduates.

10. *Education Server Platform Licensing Option.*

If Institution licenses one or more of the CAL Products and corresponding Server Platform Products listed in the table below for the aggregate of Institution's Organization-wide Count (at least 1,000) and Student

Count (at least 1,000), Institution may run unlimited instances of any edition of the corresponding server Products that constitute the Server Platform Products available through this Enrollment.

Unless Institution chooses to step up to a higher Product edition, Institution must order the Products selected from the table below as part of each anniversary order. If there is an increase in Institution's Organization-wide Count or Student Count, Institution must submit an order for all CAL and Server Platform Products equal to the new count. Institution may aggregate the number of Licenses for CAL Products ordered under a Qualifying Enrollment to satisfy quantity requirements of this Enrollment, provided that such Qualifying Enrollment or its successor is valid and in effect during the term of this Enrollment.

Server Platform Products licensed under this licensing option may only be used by Faculty and Staff and Students in the Organization and by licensed external users using the Server Platform Products for the benefit of the Organization.

Licenses acquired under this section may not be transferred to Graduates. Institution may buy out CAL Products, but not Licenses for Server Platform Products acquired under these terms. Institution is prohibited from transferring Licenses acquired under this section.

Institution's use of the Products that constitute the Server Platform Products is subject to the Product Use Rights for the Server Platform Products.

Product Selection			
	CAL Product Selected	Server Platform Product Selected	Server Product included for Unlimited Deployment
<input type="checkbox"/>	SQL Server CALs	SQL Server Platform Academic	Unlimited Licenses for all editions of the corresponding server Products, plus all editions of BizTalk Server and associated external connectors.
<input type="checkbox"/>	Core CALs (acquired standalone or as part of a platform)	Core Server Platform Academic	Unlimited Licenses for all editions of the corresponding server Products, and associated external connectors.
<input type="checkbox"/>	Enterprise CALs (acquired standalone, as a step-up, or as part of a platform)	Enterprise Server Platform Academic	Unlimited Licenses for all editions of the corresponding server Products and external connectors, plus System Center 2012 Datacenter and Windows Rights Management Service External Connector.

11. 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 Desktops on which Institution runs the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at <http://www.microsoft.com/licensing/contracts>. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of the order. That list may be more extensive at the time of Institution's initial order than it is for some system refreshes at other times during the term of the Licensed Period. Exclusions are subject to change when new versions of Windows are released.

For example, the following are not considered qualifying operating systems: (1) embedded operating systems; (2) Linux; and (3) OS/2. These are examples of exclusions only. Please see the Product List for all current qualifying operating systems.

12. Options upon completion of a Licensed Period.

Microsoft will notify Institution in writing prior to the expiration of the Enrollment. The notice will advise Institution of the option to (1) extend the Enrollment, (2) submit a new Enrollment, (3) exercise the buy-out option, or (4) allow the Enrollment to expire. Microsoft will not unreasonably reject any extension order or new Enrollment. However, Microsoft may make a change to this program that will make it necessary for Institution to enter into a new agreement prior to extending or submitting new Enrollment. Each Licensed Period will start the day following the expiration of the prior Licensed Period:

- a. One-year Licensed Period.** Institution may elect to extend an initial one-year Licensed Period for (1) up to five consecutive terms of 12 full calendar months or (2) one term of 36 full calendar months.
- b. Three-year Licensed Period.** Institution may elect to extend an initial three-year Licensed Period for either (1) up to three terms of 12 full calendar months or (2) one term of 36 full calendar months.
- c. Buy-out option.** Institution may elect to obtain perpetual Licenses for Products licensed under this Enrollment, provided it has licensed such Products under one or more Enrollments (including any extensions) under the Agreement (or a predecessor agreement) for at least 36 full calendar months immediately preceding expiration of this Enrollment. To obtain perpetual Licenses, Institution must submit a buy-out order at least 30 days prior to expiration of this Enrollment. The buy-out option is not available for Products licensed under the Student option.

Except as specifically provided otherwise in the Product Use Rights, perpetual Licenses acquired through this buy-out option are device Licenses. The license grant in the section entitled "License options; license grant" above does not apply to such perpetual Licenses.

