

Microsoft | Volume Licensing

Campus and School Agreement Amendment

Campus and School
Agreement Number
(Microsoft to complete)

Amendment ID

CTM-

007-jendunn-E-072

ID Number
Microsoft to complete

This amendment is entered into between the customer and Microsoft affiliate signing, as of the effective date identified below. All terms used but not defined will have the same meanings as the Campus and School Agreement identified above (“the agreement”).

- A. The first paragraph of Section 12, of the Campus and School Agreement entitled “**Confidentiality**” is amended and restated as follows:

We may use any technical information we derive from providing services related to our software for problem resolution, troubleshooting, product functionality enhancements and fixes, for our knowledge base. We agree not to identify you or disclose any of your confidential information in any item in the knowledge base. We are not obligated to restrict the future work assignments of people who have had access to your confidential information. In addition, you, we and these people are free to use the information that these people remember related to information technology, including ideas, concepts, know-how or techniques, so long as confidential information of the other party is not disclosed in the course of such use. **Nothing herein shall prohibit you from complying with the public record laws of Florida.**

- B. Section 17, of the Campus and School Agreement entitled “**Applicable law, venue, and jurisdiction.**” is amended and restated as follows:

Your agreement will be governed by the laws of the state where you are organized. You represent and warrant that the terms and conditions of your agreement as written and executed, including but not limited to limitations on liability, disclaimer of warranties and exclusion of remedies, are enforceable as written under the laws of the state where you are organized. Both parties agree that the federal courts of your state have exclusive jurisdiction over disputes under your agreement and the resolution. Any legal actions relating to your agreement must be brought in a court of competent jurisdiction within federal courts **of middle district of Florida**, and the parties agree that jurisdiction and venue in such courts is appropriate.

- C. Section 18b, of the Campus and School Agreement entitled “**Termination of the agreement**” is amended and restated as follows:

- b. **Termination of the agreement.** Either party may terminate this agreement for any reason upon 60 days written notice. The School Board of Clay’s performance and obligation to pay under this contract is contingent upon an annual appropriation by the legislature.

Such termination will merely terminate either party’s ability to enter into new subscription enrollments under this agreement. Such termination will not affect any subscription enrollment not otherwise terminated, and any terms of this agreement applicable to any subscription enrollment not otherwise terminated will continue in effect with respect to that subscription enrollment.

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Except for changes made by this amendment, all terms of the agreement remain unchanged. By signing below, the parties agree to be bound by the terms of this amendment.

<i>Customer</i>	<i>Contracting Microsoft Affiliate</i>
Name* Clay County School District	Microsoft Licensing, GP
Signature *	Signature
Printed Name *	Printed Name
Printed Title *	Printed Title
Signature Date *	Signature Date (date Microsoft affiliate countersigns)
<i>* indicates required field</i>	Effective Date (may be different than our signature date)

Please sign two copies of this amendment and send them to your reseller. Your reseller must submit them to the following address by **October 31, 2006** at the latest. When the amendment is fully signed, you will receive a confirming copy.

Microsoft Licensing, GP.
Attention: Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, NV 89511-1137.

Prepared By: Jennifer Kelleher, LS