

## Qualifying Government Entity Addendum

This Qualifying Government Entity Addendum modifies the terms of the Select or Select Plus (“Agreement”) or Enterprise or Enterprise Subscription Agreement (“Agreement”) as follows:

**1. *The following definition is added:***

“Eligible Entity” means a public sector entity that meets the criteria set out at <http://www.microsoft.com/licensing/contracts> in the document entitled “Microsoft Government Eligibility Definition.”

**2. *The definitions of “Customer” and “Affiliate” are amended as follows:***

When used in this Agreement or Enrollment, as applicable, “Customer” refers to the Eligible Entity that signs this Agreement/Enrollment with Microsoft, and the definition of “Affiliate”, as set forth in the Master Agreement, is modified to include only Eligible Entities located in the same country as the Eligible Entity signing this Agreement/Enrollment, as applicable, with Microsoft.

**3. *The following pricing provision is added:***

Customer represents that Customer and Customer’s Affiliates are Eligible Entities. As an Eligible Entity, Customer may receive price level D for all Products and pools under this Agreement/Enrollment, as applicable.

**4. *The Minimum Order requirements section of the Agreement is amended as follows:***

Notwithstanding anything to the contrary in the Agreement, an Eligible Entity’s Enterprise must have a minimum of 250 Qualified Users or Qualified Devices, and its initial order must include at least 250 Licenses in a single Product pool for Enterprise Products or Enterprise Online Services. If no Enterprise Product is ordered, an Eligible Entity need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

**5. *Where “Extended Term” is available for eligible Online Services, the following is added:***

Enrolled Affiliate will not automatically have an Extended Term. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate may submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.

**6. *The following provision is added:***

**Natural Disaster.** In the event of a natural disaster, Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.