

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm Fixed Price

Page 1 Of 4

2. Amendment/Modification No. P00003	3. Effective Date	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
---	-------------------	---	--------------------------------

6. Issued By ARMY CONTRACTING COMMAND - RI ANGELINE A GRAFF ROCK ISLAND, IL 61299-8000 BLDGS 60 & 62 EMAIL: ANGELINE.A.GRAFF.CIV@MAIL.MIL	Code W52P1J	7. Administered By (If other than Item 6)	Code
--	----------------	---	------

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) DELL MARKETING L.P. ONE DELL WAY ROUND ROCK, TX 78682-0001	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W52P1J-13-A-0014
	<input type="checkbox"/>	10B. Dated (See Item 13) 2013SEP24

Code 3DMD3	Facility Code
------------	---------------

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
 is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
NO CHANGE TO OBLIGATION DATA

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.**

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	52.212-4 (c)
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print) Phyllis Pate, Contracts Sr Advisor	16A. Name And Title Of Contracting Officer (Type or print) JILL M. SOMMER JILL.M.SOMMER.CIV@MAIL.MIL (309) 782-3582
15B. Contractor/Offeror <i>Phyllis Pate</i> _____ (Signature of person authorized to sign)	15C. Date Signed 1APR2015
16B. United States Of America By _____ (Signature of Contracting Officer)	16C. Date Signed

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 4
	PIIN/SIIN W52P1J-13-A-0014 MOD/AMD P00003	
Name of Offeror or Contractor: DELL MARKETING L.P.		

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: ANGELINE A GRAFF
 Buyer Office Symbol/Telephone Number: CCRC-TA/(309)782-1540
 Type of Contract 1: Firm Fixed Price
 Kind of Contract: Supply Contracts and Priced Orders
 Kind of Modification: G
 Type of Business: Large Business Performing in U.S.
 Surveillance Criticality Designator: C
 BPA Expiration Date: 2016MAR31

Paying Office: HQ0303
 DFAS-COLUMBUS
 DFAS-CO/JAIQBAC
 ATTN: ROCK ISLAND
 P. O. BOX 182316
 COLUMBUS OH 43218-2316

*** End of Narrative A0000 ***

The purpose of Modification P00003 to Blanket Purchase Agreement (BPA) W52P1J-13-A-0014 is as follows:

1. Replace Attachment B entitled Cloud Offering and Price in its entirety to reflect the addition of Office 365 DITAR Cloud.
2. ***THIS BPA AND THE OFFICE 365 DITAR CLINS DO NOT PROVIDE FOR PROFESSIONAL SERVICES, INTEGRATION, MIGRATION OR SUPPORT SERVICES. A SEPARATE CONTRACT VEHICLE MUST BE UTILIZED FOR THESE SERVICES.***
3. Purchase of Office 365 DITAR licenses provides customers the following:
 - a.) Exchange Outlook Online (Email), (50GB primary mailbox)
 - b.) E-Mail archiving and Litigation Hold (150GB)
 - c.) SharePoint Online (Collaboration): The total amount of SharePoint Online storage is calculated by multiplying the number of users by 500MB per user.
 - d.) OneDrive for Business: Each user is provided 1TB of storage for OneDrive for Business. OneDrive for Business storage is not associated to SharePoint Online storage.
 - e.) Lync Online (unified communications capabilities)
 - f.) Office Online (Formerly Office Web Apps - limited function Office)
4. The DITAR Infrastructure Setup Fee (CLINS 2002, 3002, and 4002) is required for this DITAR solution. The Infrastructure Setup Fee will be invoiced and due upon contract signing and is non refundable.

The DITAR Infrastructure Setup Fee is based on the unique customer environment, deployment schedule, size, and other factors. The DITAR Infrastructure Setup Fee will be determined on a delivery order basis prior to delivery order award. Price will be determined to be fair and reasonable at the delivery order level by the ordering Contracting Officer.

If a delivery order contains option periods, and the Government customer exercises the delivery order's option period(s), the amount of the Infrastructure Setup Fee will be credited against license fees during any applicable option year (typically the first option year).

5. The Government may secure additional discounts at the time of placing an order. Spot discounts are authorized and encouraged.
6. In addition to the terms and conditions identified in BPA W52P1J-13-A-0014, the terms and conditions identified in Section J (Attachment 0009) entitled Dell DoD DITAR License Agreement are applicable to the DITAR CLINS.
7. Ordering Contracting Officers and requiring activity's acquisition planning personnel are urged to read the document entitled, DITAR Technical Description early in the acquisition planning process for an overview of the Microsoft O365 DITAR Cloud solution and the Customer Decision Framework (CDF) description. This document is available on the CHES website at <https://chess.army.mil/>.
7. Dell Marketing L.P.'s proposal dated 16 September 2014 and as revised through 30 March 2015 is hereby incorporated by reference.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-13-A-0014 MOD/AMD P00003	Page 3 of 4
---------------------------	---	---------------------------

Name of Offeror or Contractor: DELL MARKETING L.P.

8. Except as provided herein, all other terms and conditions remain unchanged.

*** END OF NARRATIVE A0004 ***

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 4 of 4**

PIIN/SIIN W52P1J-13-A-0014

MOD/AMD P00003

Name of Offeror or Contractor: DELL MARKETING L.P.

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0002	ATTACHMENT B CLOUD OFFERING AND PRICE	09-SEP-2013	001	DATA
Attachment 0009	DELL DOD DITAR LICENSE AGREEMENT	25-MAR-2015	052	EMAIL

Attachment B Cloud Offering and Price

CLIN 0001: Microsoft Office 365 Government Community Cloud

This CLIN shall encompass requirements of Paragraphs 1.1 through 1.13 and Paragraph 2. (See Attachment J Cloud Services/EaaS Requirements).

The per user per year price shall not exceed \$29.04 for calendar year 2013.

Prorated pricing shall not exceed \$2.42/Month-effective the first day of each calendar month.

CLIN 1001: Microsoft Office 365 Government Community Cloud

This CLIN shall encompass requirements of Paragraphs 1.1 through 1.13 and Paragraph 2. (See Attachment J Cloud Services/EaaS Requirements).

The per user per year price shall not exceed \$29.04 for calendar year 2014.

Prorated pricing shall not exceed \$2.42/Month-effective the first day of each calendar month.

CLIN 2001: Microsoft Office 365 Government Community Cloud

This CLIN shall encompass requirements of Paragraphs 1.1 through 1.13 and Paragraph 2. (See Attachment J Cloud Services/EaaS Requirements).

The per user per year price shall not exceed \$29.04 for calendar year 2015.

Prorated pricing shall not exceed \$2.42/Month-effective the first day of each calendar month.

CLIN 2002: Microsoft Office 365 DITAR Infrastructure Setup Fee

This Clin is for new DITAR Instance per user block. Pricing is To Be Determined (TBD) at the delivery order level.

If a delivery order contains option periods, and the Government customer exercises the delivery order's option period(s), the amount of the Infrastructure Setup Fee will be credited against license fees during any applicable option year (typically the first option year).

CLIN 2003: Microsoft Office 365 DITAR Minimum 50,000 users

The per user per year price shall not exceed \$129.72 for calendar year 2015.

Prorated pricing shall not exceed \$10.81/Month-effective the first day of each calendar month.

CLIN 2004: Microsoft Office 365 DITAR Minimum 500,000 users

The per user per year price shall not exceed \$93.48 for calendar year 2015.

Prorated pricing shall not exceed \$7.79/Month-effective the first day of each calendar month.

CLIN 2005: Microsoft Office 365 DITAR Minimum 1,000,000 users

The per user per year price shall not exceed \$78.96 for calendar year 2015.

Prorated pricing shall not exceed \$6.58/Month-effective the first day of each calendar month.

CLIN 3001: Microsoft Office 365 Government Community Cloud

This CLIN shall encompass requirements of Paragraphs 1.1 through 1.13 and Paragraph 2. (See Attachment J Cloud Services/Eaas Requirements).

The per user per year price shall not exceed \$29.04 for calendar year 2015.

Prorated pricing shall not exceed \$2.42/Month-effective the first day of each calendar month.

CLIN 3002: Microsoft Office 365 DITAR Infrastructure Setup Fee

This Clin is for new DITAR Instance per user block. Pricing is To Be Determined (TBD) at the delivery order level.

If a delivery order contains option periods, and the Government customer exercises the delivery order's option period(s), the amount of the Infrastructure Setup Fee will be credited against license fees during any applicable option year (typically the first option year).

CLIN 3003: Microsoft Office 365 DITAR Minimum 50,000 users

The per user per year price shall not exceed \$129.72 for calendar year 2015.

Prorated pricing shall not exceed \$10.81/Month-effective the first day of each calendar month.

CLIN 3004: Microsoft Office 365 DITAR Minimum 500,000 users

The per user per year price shall not exceed \$93.48 for calendar year 2015.

Prorated pricing shall not exceed \$7.79/Month-effective the first day of each calendar month.

CLIN 3005: Microsoft Office 365 DITAR Minimum 1,000,000 users

The per user per year price shall not exceed \$78.96 for calendar year 2015.

Prorated pricing shall not exceed \$6.58/Month-effective the first day of each calendar month.

CLIN 4001: Microsoft Office 365 Government Community Cloud

This CLIN shall encompass requirements of Paragraphs 1.1 through 1.13 and Paragraph 2. (See Attachment J Cloud Services/Eaas Requirements).

The per user per year price shall not exceed \$29.04 for calendar year 2015.

Prorated pricing shall not exceed \$2.42/Month-effective the first day of each calendar month.

CLIN 4002: Microsoft Office 365 DITAR Infrastructure Setup Fee

This Clin is for new DITAR Instance per user block. Pricing is To Be Determined (TBD) at the delivery order level.

If a delivery order contains option periods, and the Government customer exercises the delivery order's option period(s), the amount of the Infrastructure Setup Fee will be credited against license fees during any applicable option year (typically the first option year).

CLIN 4003: Microsoft Office 365 DITAR Minimum 50,000 users

The per user per year price shall not exceed \$129.72 for calendar year 2015.

Prorated pricing shall not exceed \$10.81/Month-effective the first day of each calendar month.

CLIN 4004: Microsoft Office 365 DITAR Minimum 500,000 users

The per user per year price shall not exceed \$93.48 for calendar year 2015.

Prorated pricing shall not exceed \$7.79/Month-effective the first day of each calendar month.

CLIN 4005: Microsoft Office 365 DITAR Minimum 1,000,000 users

The per user per year price shall not exceed \$78.96 for calendar year 2015.

Prorated pricing shall not exceed \$6.58/Month-effective the first day of each calendar month.

Agreement between US Department of Defense and Dell for Microsoft Office 365 Dedicated with ITAR Support Online Services

This Microsoft Office 365 Dedicated with ITAR Support (“Office 365-D-ITAR”) Online Services Agreement (“**Customer Agreement**”) is entered into between the undersigned US Department of Defense (“**Customer**”) and Dell (“**Contractor**”). During the term of this Customer Agreement, Customer may order Office 365-D-ITAR Online Services from Contractor for the benefit of the Customer and its Agency Affiliates.

Customer Information		
Name of Customer	Contact Name	
Street Address	Contact E-mail Address	
City	State/Province	Phone
Country	Postal Code	Fax
Customer Agreement Effective Date	This Customer Agreement will begin on _____ (the “ Effective Date ”).	
Term	The term of this Customer Agreement will be for a base year and 2 option years (or agreed upon Delivery order term) following Customer Validation of Service Notice, unless earlier terminated as provided herein (“ Term ”). This Customer Agreement may be terminated earlier or renewed as provided in Section 8 of this Customer Agreement.	

By signing below the parties acknowledge and agree to be bound to the terms of this Customer Agreement.

Customer	Contractor
Name of Customer (please print)	Name
Signature	Signature
Name of person signing (please print)	Name of person signing (please print)
Title of person signing (please print)	Title of person signing (please print)
Signature date	Signature date

<i>Customer (Agency, as defined below)</i>		
Name of Agency	Contact Name	
Street Address	Contact E-mail Address	
City	State/Province	Phone
Country	Postal Code	Fax
Microsoft Account Manager Name		

This Customer Agreement, which is incorporated its entirety into Contractor's GSA IT Schedule 70 GS-35F-4076D and DOD ESI BPA W52P1J-13-A-0014 ("GSA Schedule") consists of (1) these terms and conditions, (2) the Service Descriptions, (3) the following Exhibits; and (4) the Referenced Documents:

Terms and Conditions

- Exhibit A: Ordering and Pricing
- Exhibit B: Service Level Agreements
- Exhibit C: Standard Customer Access Agreements
- Exhibit D: Transition Assistance Services
- Exhibit E: Change Management Process
- Exhibit F: Contractor-Customer NDA and Microsoft-Customer NDA
- Exhibit G: Section Deleted
- Exhibit H: Service Descriptions
- Exhibit I: Additional Considerations for Standard Online Services
- Exhibit J: Online Services Installation and Testing

Terms and Conditions

Customer and Contractor agree as follows:

1. Definitions

- a. **“Affiliate”** means with regard to Contractor or Microsoft, any legal entity that such party owns, which owns such party, or which is under common ownership with such party. “Ownership” means, for purposes of this definition, more than 50% ownership, held either directly or indirectly.
- b. **“Agency”** means a recognized governmental entity that is permitted to execute this Customer Agreement as “Customer” and acquire Licenses for Microsoft Products through Contractor’s GSA Schedule and DOD ESI BPA contract, and to which Contractor resells Office 365-D-ITAR Online Services in accordance with this Customer Agreement;
- c. **“Agency Affiliate”** means any other bureau, office, agency, department or other entity of Agency;
- d. **“Change Management Process”** means the process described in Exhibit E.
- e. **“Contractor”** means Dell, the Microsoft Large Account Reseller that is reselling the Office 365-D-ITAR Online Service(s) to Customer.
- f. **“Contractor Solutions”** mean services, products and other Online Services, if any, in addition to the Office 365-D-ITAR Online Services, that Contractor sells or makes available to Customer for a minimum duration, with respect to each Customer, of the last to expire of that Customer’s Office 365 Online Service Periods.
- g. **“Customer”** means the Agency identified above with which Contractor executes this Customer Agreement.
- h. **“Customer Agreement”** means this Customer Agreement under which Contractor agrees to make one or more Office 365-D-ITAR Online Service(s) available to Customer
- i. **“Customer Data”** means all data, including all text, sound, or image files that are provided to Microsoft, whether by Customer directly or on behalf of Customer by Contractor, through Customer’s use of the Online Services.
- j. **“Customer Solutions”** mean services, products and other Online Services, if any, that Customer sells or makes available to third parties.
- k. **“Customer Validation of Service Notice”** means, Microsoft notice to Enrolled Affiliate of the start of availability of the Office 365-D-ITAR Online Service(s) ordered.
- l. **“Data Center Locations”** means the physical data centers from which Microsoft will provide the Office 365-D-ITAR Online Service(s).
- m. **“License”** means the right to use and access the Office 365-D-ITAR Online Services.
- n. **“Microsoft”** means Microsoft Corporation.
- o. **“Minimum Service Volume”** means the minimum initial order quantity required by Contractor and Microsoft, for each different Office 365-D-ITAR Online Service, as a condition of providing each such Online Services. For clarity, when two or more component Office 365-D-ITAR Online Services comprise a Suite, each License for such Suite contributes separately toward the Minimum Service Volume of each such component Office 365-D-ITAR Online Service.
- p. **“Office 365 Online Service Period”** means the period of time during which Contractor is obligated under this Customer Agreement to provide a given Office 365-D-ITAR Online Service to Customer, provided that in no event will any Office 365 Online Service Period continue past the earlier of (i)

- expiration of this Customer Agreement term or (ii) the suspension or termination of the Office 365-D-ITAR Online Service to Customer pursuant to Section 8 and 13(d)(2) below.
- q. **“Office 365-D-ITAR Online Services”** means only those Online Services offered by Contractor and its Subcontractors that are purchased by Customer under this Customer Agreement.
 - r. **“Online Service”** means the software, storage or data processing hosted on behalf of Customer by a third party. For purposes of clarity, Online Services do not include Professional Services.
 - s. **“Online Service Billing Date”** means four (4) weeks following Microsoft's issuance of the Customer Validation of Service Notice for Customer's initial Office 365-D-ITAR Online Service Order.
 - t. **“Online Service Fees”** mean the Office 365-D-ITAR Online Service(s) fees described in Exhibit A.
 - u. **“Product Use Rights”** means the Enrollment for Dedicated Online Services Product Use Rights located at [http:// www.explore.mshttp://www.microsoft.com/licensing/contracts](http://www.explore.mshttp://www.microsoft.com/licensing/contracts) (select “Federal”, “EDOS Product Use Rights”) or at a successor site. Note that “EDOS” and “Enrollment for Dedicated Online Services” refer to Microsoft's equivalent of this Customer Agreement for use by non-government customers. All references to “EDOS” and “Enrollment” in the Product Use Rights shall be deemed to apply to this Customer Agreement.
 - v. **“Professional Service”** means any technical service provided for a fee pursuant to a separate services agreement and statement of services, including but not limited to (i) migration of email mailbox and other data to the Online Services; (ii) consulting and configuration services needed to prepare Customer's network and computing environment to use the Online Services; and (iii) any optional technical support services that are not otherwise provided to Customer at no cost pursuant to the terms and conditions of the Service Descriptions.
 - w. **“Service Description(s)”** are provided for informational purposes and means the written descriptions of the Office 365-D-ITAR Online Services published by Microsoft at <http://go.microsoft.com/fwlink/?LinkId=140276> or at an alternate site that Microsoft will identify. Exhibit H contains Service Description(s) current upon execution of this Customer Agreement. Microsoft may update a Service Description upon the release of a Service Update as described in Section 5b. below.
 - x. **“Service Level Agreements”** means the Service Level Agreements attached as Exhibit B with which Microsoft will comply in providing Office 365-D-ITAR Online Services to Customer.
 - y. **“Subcontractor”** means any third party supplier or other provider of computer technology or related services, including, in the case of Contractor, Microsoft.
 - z. **“Term”** means the term as set forth on the signature page of this Customer Agreement.
 - aa. **“User”** means an individual who accesses an Online Service.
2. **General**
- a. **Acknowledgement.** Customer acknowledges and agrees that Customer must comply with the terms of this Agreement to qualify for access to the Office 365-D-ITAR Online Services. Customer must meet the definition of “Agency” above.
 - b. **Delivery of Office 365-D-ITAR Online Services.** On or before the Customer Validation of Service Notice date, Contractor and Microsoft will make available each of the Office 365-D-ITAR Online Services to Customer.
 - c. **Non-perpetual license for Customer.** The Licenses acquired under this Agreement are non-perpetual, for the sole use of Customer and its Agency Affiliates, and expire upon the earlier of expiration or termination of this Customer Agreement.

- d. Service Level Agreements.** Contractor and Microsoft will provide the Office 365-D-ITAR Online Services in accordance with the Service Level Agreements in effect for a given Office 365-D-ITAR Online Service on the date it is ordered, through the end of the then-current Customer Agreement Term, unless (1) Contractor and Microsoft offer Customer new or substitute Service Level Agreements in lieu of the Service Level Agreements and (2) Customer elects to apply such new or substitute Services Level Agreements to the Online Service(s) by written amendment to this Customer Agreement. During any renewal term, the Office 365-D-ITAR Online Services shall be subject to the Service Level Agreements generally in effect as of the start of the renewal term. Service Level Agreements applicable during the initial Term of this Customer Agreement are shown in Exhibit B.
- e. Preliminary Professional Services.** This Customer Agreement does not cover preliminary Professional Services needed to prepare Customer to use the Office 365-D-ITAR Online Services. Either (i) Customer and Microsoft or, (ii) Contractor and Customer (as agreed between Microsoft and Contractor) will enter into a separate written services agreement and statement of services for preliminary services Microsoft is to perform to prepare Customer to use one or more of the Office 365-D-ITAR Online Services.
- f. Office 365-D-ITAR Online Service Governance.** Each of Microsoft (acting on behalf of Contractor) and Customer will appoint at least one program manager to manage the deployment and delivery of the Office 365-D-ITAR Online Services. The relevant program managers will manage the Change Management Process.
- g. Changes to Office 365-D-ITAR Online Services.** Microsoft reserves the right to make changes to the Office 365-D-ITAR Online Services that are (1) necessary or appropriate to the continued orderly function of such Online Services including, without limitation, implementing bug-fixes, patches, or software updates, (2) reasonably required in order to comply with applicable law or regulation, or (3) as set forth in section 5b. (Office 365-D-ITAR Online Service Updates). If Microsoft or Customer seeks to make other changes in the Office 365-D-ITAR Online Services or in the operations thereof, the parties will follow the Change Management Process to address such requested changes.
- h. Microsoft client and server software Licenses.**

Customer is responsible for acquiring licenses for all (1) client software (e.g. Microsoft Outlook) needed to access the Office 365-D-ITAR Online Services; and (2) domain controllers and Active Directory Servers (e.g. Microsoft Windows Server licenses and their associated Windows Server Client Access Licenses). Customer's use of such client and server software will be governed by the applicable terms of the Microsoft Licensing agreement under which they were purchased.

During the Term of this Customer Agreement, Customer may acquire User Subscription Licenses for Software Assurance ("USLs for SA") provided that it maintains Software Assurance for the qualifying client access licenses ("CALs") as described in the Product Use Rights. If Customer does not maintain Software Assurance on the qualifying CALs, Customer may acquire User Subscription Licenses, not USLs for SA.

- i. Product Use Rights.** The Product Use Rights in effect on the effective date of this Customer Agreement shall apply during the Term, subject to the following:
- (i)** For Office 365-D-ITAR Online Services ordered after the Effective Date of this Customer Agreement, the Product Use Rights in effect on the date of the order shall apply to the Office 365-D-ITAR Online Services in that order. For avoidance of doubt, the operative version of the Product Use Rights during the Term will be those in effect when Customer first ordered the particular Office 365-D-ITAR Online Service, regardless of any additional purchases of any existing license type for a given Office 365-D-ITAR Online Service.
 - (ii)** For new features or functionality added to Office 365-D-ITAR Online Services that Customer has previously ordered, such features or functionality will be subject to the version of the Product Use Rights in effect upon their initial release.

Despite this commitment on use rights, if Microsoft is required by law to change the Product Use Rights, those new Product Use Rights will apply immediately. Microsoft may change the Product Use Rights by posting an update at <http://www.microsoft.com/licensing/contracts>.

- j. Customer Data.** Contractor and Microsoft may use Customer Data for the limited purpose of providing the Online Services as described in this Customer Agreement. This may include troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the Office 365-D-ITAR Online Services and the improvement of features that involve the detection of, and protection against, emerging and evolving threats to the User (such as malware or spam).

Contractor and Microsoft will not disclose Customer Data to law enforcement unless required by law. Should law enforcement contact Microsoft with a demand for Customer Data, Microsoft will attempt to redirect the law enforcement agency to request it directly from Customer. As part of that, Microsoft may provide Customer's basic contact information to the agency. If compelled to disclose Customer Data to law enforcement, Microsoft will use commercially reasonable efforts to notify Customer in advance of a disclosure unless legally prohibited.

- k. Responsibility for Accounts.** Customer is responsible for passwords, if any, and all activity in its Office 365-D-ITAR Online Service accounts, including that of users it provisions and dealings with third parties that take place through Customer's account or associated accounts. Customer must keep its accounts and passwords confidential. Customer must tell Microsoft right away about any possible misuse of its accounts or any Security Incident related to the Office 365-D-ITAR Online Service.
- l. Use for evaluation purposes.** There are no evaluation rights for Office 365-D-ITAR Online Services.
- m. No right to copy or re-image Online Services.** Customer will not have the right to copy or re-image any Online Service.
- n. Content.** Customer acknowledges and agrees that, as between Customer and Microsoft, and as between Customer and Contractor, Customer is solely responsible for the content of any and all Customer Data processed by Microsoft through the Office 365-D-ITAR Online Services.
- o. Access to Customer Facilities/Customer Access Policies.** Due to the nature of the Office 365-D-ITAR Online Services, Customer acknowledges that Customer employees and contractors ("Customer Personnel") will need to cooperate closely with Contractor and Subcontractors and their respective employees ("Contractor Personnel") in the provision of the Office 365-D-ITAR Online Service, including access by Contractor Personnel to the Customer premises. Upon Contractor request to Customer, which will be provided within a reasonable time prior to the to date access is required, and provided such access is consistent with and complies with Customer security requirements, **Customer will provide Contractor Personnel with access to Customer Personnel and each Customer facility as reasonably necessary for Contractor and its Subcontractors to provide the Office 365-D-ITAR Online Services.**

If, as part of Customer's standard policies and procedures regarding contractors working onsite, Customer requires the personnel of such contractors to execute certain documents prior to gaining access to Customer premises ("**Standard Customer Access Agreements**"), Customer agrees to provide a copy of such Standard Customer Access Agreements to Contractor in advance of presenting them to any Contractor Personnel, and Customer will give reasonable consideration to any comments Contractor and its Subcontractors may have or changes Contractor and its Subcontractors may request with respect to such Standard Customer Access Agreements. Copies of all Standard Customer Access Agreements that are applicable to Contractor Personnel performing work on Customer premises are attached as Exhibit C. Standard Customer Access Agreements not attached in Exhibit C will have no force or effect whatsoever as to Microsoft or Microsoft personnel.

- p. Customer Purchase Orders.** Customer will submit a Purchase Order to Contractor each time during the Term that Customer orders (or is required to order pursuant to the terms and conditions of this Customer Agreement) the Office 365-D-ITAR Online Service(s). Notwithstanding any other provision of this Customer Agreement, neither Contractor nor Microsoft will have any obligation to provide any Office 365-D-ITAR Online Service to Customer unless and until a Purchase Order for the Customer's initial order of such Office 365-D-ITAR Online Service has been executed by both Contractor and Customer, subject to the terms of this Customer Agreement including but not limited to the terms and conditions pertaining to Minimum Service Volume. If Customer orders additional Office 365-D-ITAR Online Services during the Term, pursuant to the ordering requirements of this

Customer Agreement, Customer will submit to Contractor an additional Purchase Order reflecting the additional Office 365-D-ITAR Online Services purchased by Customer.

- q. **Commerciality.** Customer acknowledges and agrees that Contractor only sells the Office 365-D-ITAR Online Services as commercial items and that Microsoft sells Office 365-D-ITAR Online Services as a commercial item subcontractor only. Contractor has engaged Microsoft as a subcontractor for Office 365-D-ITAR Online Services, with the requisite subcontract between Contractor and Microsoft being a commercial item subcontract and subject only to the required U.S. Government flow down clauses listed at 48 CFR 52.244-6, "Subcontracts for Commercial Items" and FAR 52.225-5 Trade Agreements Act, plus any other terms applicable to Customer's Office 365-D-ITAR Online Services upon which Contractor and Microsoft mutually agree in writing.

3. Customer Environment/Hardware/Software Requirements

- a. **Customer's Environment.** Customer will ensure that Customer's environment complies with the description set forth in this Customer Agreement.
- b. **Other Agreements.** Customer will maintain the appropriate agreements for all software and hardware maintenance, as well as telecommunications necessary for Microsoft to provide the Office 365-D-ITAR Online Services.
- c. **WAN Connectivity.** Customer will be responsible for the dedicated wide area network connection between Customer's network and each Microsoft data center used to provide the Office 365-D-ITAR Online Services.
- d. **Customer Data Center Facilities Support.** It is not anticipated that Microsoft will need to place servers in Customer's facilities. In the event this becomes necessary, Customer will provide floor space, power, LAN/WAN connectivity, environmental control and physical security for servers, if needed, provided by Microsoft and placed on Customer's premises. Upon termination of this Customer Agreement, the equipment will be returned in the same condition, ordinary wear and tear excepted.
- e. **Third Party Software.** If Customer asks Contractor to use, install, configure, access, host, distribute to Customer systems and/or maintain a copy for archival, backup or operational purposes, any Customer or third party software not included as part of the Office 365-D-ITAR Online Services ("**Other Products**"), then Customer is responsible for obtaining the appropriate consents and/or licenses to allow Contractor, Microsoft and their Affiliates and Subcontractors to perform such tasks, on Customer's behalf, with the Other Products. For clarity, Contractor must approve the use, installation, configuration, access, hosting, distribution or maintenance of any Other Products, which approval will not be unreasonably withheld.
- f. **Support for Office 365-D-ITAR Online Services.** Microsoft provides support to Customer's IT professionals, pursuant to the applicable Service Description(s). Microsoft does not provide support to Customer's end users.
- g. **Customer Support for FISMA Accreditation.**

Provided that Customer is an agency of the US Federal Government, the following shall apply:

Microsoft will assist Customer with its Federal Information Security Management Act of 2002 (FISMA) compliance obligations, and specifically with implementation of NIST 800-53 system level requirements, by submitting a completed Certification and Accreditation (C&A) package for Customer approval (Authorization to Operate or ATO) on or before providing a Customer Validation of Service Notice.

Customer will, in such case, review in a timely manner Microsoft's C&A package, as well as any subsequent changes submitted by Microsoft that may require re-accreditation by Customer. In the event of any errors, omissions or questions regarding the C&A package, Customer will timely notify Contractor and Microsoft of the same and provide a reasonable description of specific errors, omission or questions. Customer will reasonably cooperate with Contractor and Microsoft in the FISMA accreditation process and will not unreasonably withhold or delay FISMA accreditation. Microsoft will provide a Customer Validation of Service Notice once the Customer grants Authority to Operate (ATO) or Interim ATO.

4. Restrictions Regarding the Office 365-D-ITAR Online Services

- a. No Unlawful Use/No Resale/Compliance with Laws.** Customer will not (A) use the Office 365-D-ITAR Online Services for unlawful purposes; (B) use the Office 365-D-ITAR Online Services to impair others' use of the Office 365-D-ITAR Online Services; (C) use the Office 365-D-ITAR Online Services to try to gain unauthorized access to any solution, Online Service, data, account, or network by any means; (D) falsify any e-mail header information (e.g., 'spoofing'); or (E) use the Office 365-D-ITAR Online Services to enable malicious activity, such as sending of spam, enabling denial of service attacks, etc. Customer will not resell the Office 365-D-ITAR Online Services, offer the Office 365-D-ITAR Online Services as a service bureau or otherwise make the Office 365-D-ITAR Online Services available to third parties on a commercial basis. Customer will comply with all U.S. Export Administration Regulations and all end-user, end-use and destination restrictions issued by the United States and other governments and applicable to Customer's use of the Office 365-D-ITAR Online Services.
- b. No Reverse Engineering/Decompiling/Disassembling.** Customer will not reverse engineer, decompile, or disassemble any Microsoft software or the Office 365-D-ITAR Online Services, except and only to the extent that such activity is expressly permitted by applicable law.

5. Changes in the Office 365-D-ITAR Online Services During the Term.

- a. Change Management.** Except as expressly provided elsewhere in this Customer Agreement (including in Section 5(b) below), if either Microsoft, Contractor or Customer seeks to make a change in the Office 365-D-ITAR Online Services purchased by Customer (including, for instance, a technical or operational change), the parties agree to follow the change management process described in Exhibit E ("**Change Management Process**").

- b. Office 365-D-ITAR Online Service Updates.** Microsoft may update the Office 365-D-ITAR Online Services during the Term, subject to the below terms.

- (1) Microsoft Online Service Roadmap.** Every six months during the Term of this Agreement, Contractor and Microsoft will provide Customer with a road map ("Online Services Roadmap") that describes each update of the Office 365-D-ITAR Online Service(s) ("Online Service Update") planned for general commercial release during the subsequent 12-month period. Microsoft reserves the right to make changes to any Online Service Update, including any New Feature (as defined in section 5b(3)) or Retired Feature (as defined in section 5b(4)) included in a Online Service Update, prior to its general commercial release. If, subsequent to the date communicated in the Online Services Roadmap Microsoft changes the Online Services Roadmap in a manner that materially affects or delays an Online Service Update or any New Feature or Retired Feature, Contractor and Microsoft will use reasonable efforts to communicate to Customer any such changes in the Online Services Roadmap as soon as possible but in no event later than the delivery of the next scheduled Online Services Roadmap.

Microsoft will designate each Online Service Update as a major Online Service Update ("Major Update") or a minor Online Service Update ("Minor Update"). A Major Update includes an incompatible network protocol or significant change to end user or administrator experience not offered as an optional feature. Major Updates will be no more frequent than every 12 months for a given Online Service. Minor Updates include new opt-in features and do not pose the impact of Major Updates.

- (2) Office 365-D-ITAR Online Service Updates.** During the Term of this Customer Agreement and subject to Microsoft's right to offer a New Feature (as described in section 5b(3)), Contractor and Microsoft will make each Online Service Update of a given Office 365-D-ITAR Online Service available at no additional charge Customer provided that Customer has obtained all required software licenses, if any, from Microsoft. Additional Product Use Rights may apply. Contractor, Microsoft and Customer to cooperate using the Change Management Process to transition from Customer's then-current Office 365-D-ITAR Online Service release to the Online Service Update (which as of the date of deployment will become an "Office 365-D-ITAR Online Service" for all purposes under this Customer Agreement). Customer agrees that at all times during the Term of this Customer Agreement, Customer will transition to a Major Update of each Office 365-D-ITAR Online Service (or subsequent Minor Update) within 12 months of such Major Update. Customer is not required to transition to Minor Updates. In any event, once Microsoft issues a Major Update, Contractor and Microsoft will only support

the previous Major Update for 12 months (from the date Microsoft first released the new Major Update).

- (3) **Addition of New Features.** New features or functionality included in any Online Service Update for Online Services for which Customer has purchased Licenses will be provided at no additional charge to Customer, as described in section 5b(2), above. Microsoft reserves the right, however, to offer a significant new feature or functionality, or a significant improvement to an Office 365-D-ITAR Online Service (or portion thereof) (“New Feature”) as a separate, optional offering that Customer may purchase for an additional fee under a separate order. Notwithstanding the foregoing, if Microsoft makes a New Feature a compulsory element of one or more of the Office 365-D-ITAR Online Services Licensed by Customer (i.e., Microsoft does not offer the New Feature as a separate orderable offering), then Microsoft will not charge an additional fee Customer for such New Feature.
- (4) **Retirement of Features.** Microsoft reserves the right when issuing an Online Service Update for a given Office 365-D-ITAR Online Service to remove any existing feature or functionality from that Office 365-D-ITAR Online Service (“Retired Feature”).
- (5) **Objections to New Features or Retired Features.** If Customer objects to a planned New Feature or Retired Feature within 30 days of the date it is first identified by Microsoft to Customer as such in the Online Service Roadmap, then Contractor and Microsoft will discuss the objections with Customer and consider them in good faith. Microsoft reserves the right to create and offer any New Feature, or to remove a Retired Feature, in order to address customer demand, remain competitive, or advance innovation in its Office 365-D-ITAR Online Services offerings. If Customer objects to an identified New Feature or Retired Feature when first so identified to Customer in the Online Service Roadmap, then Microsoft will consider Customer’s concerns with respect to the same.
- (6) **Feedback.** If one party provides suggestions for changes or improvements, or other feedback, to the other party about the other party’s products or services, the party receiving the feedback may use it for any purpose without obligation or restriction of any kind, except that the receiving party will not disclose the source of feedback without the consent of the party providing it.

6. **Security/Privacy.**

a. **Data security.**

- (i) Contractor, to the extent Contractor has access to customer data, and Microsoft will adopt, maintain, and enforce appropriate technical and organizational measures intended to protect Customer Data processed by Microsoft as part of the Office 365-D-ITAR Online Services against accidental loss, destruction, or alteration; unauthorized disclosure or access; or unlawful destruction.
- (ii) Microsoft has established, will during the term maintain, and, with respect to Customer Data, shall comply with a data security policy applicable to the Office 365-D-ITAR Online Services that is in alignment with the ISO/IEC 27000 series of standards, the ISO/IEC 27002 code of best practices for information security management, and ISO 27001 standards for the establishment, implementation, control, and improvement of the Information Security Management System (“**Microsoft Online Information Security Policy**”). On a confidential need-to-know basis, Contractor will make the Microsoft Online Information Security Policy available to Customer’s employees and consultants, along with other information reasonably requested by Customer regarding Microsoft’s security practices and policies. Customer is solely responsible for reviewing the Microsoft Online Information Security Policy, making an independent determination as to whether the Microsoft Online Information Security Policy meets Customer’s requirements, and for ensuring that Customer’s (and its Agency Affiliates’) employees and contractors follow the guidelines they are provided regarding data security.

FURTHER, CUSTOMER ACKNOWLEDGES THAT MICROSOFT CONSIDERS THE MICROSOFT ONLINE INFORMATION SECURITY POLICY TO BE A TRADE SECRET UNDER THE TRADE SECRETS ACT, 18 U.S.C. 1905, AND EXEMPT FROM DISCLOSURE UNDER THE FREEDOM OF INFORMATION ACT, 5 U.S.C. 552.

b. Privacy. Customer agrees to the following:

- (i) Microsoft privacy practices.** Contractor and Microsoft will comply with all data protection and privacy law that is generally applicable to its provision of the Office 365-D-ITAR Online Services to Customer. For clarity, Contractor and Microsoft are not responsible for compliance with any data protection or privacy law applicable to Customer or Customer's industry and not generally applicable to corporations or IT service providers.
- (ii) Transfer of Personal Information.** Personal information collected or otherwise processed by Microsoft or Contractor in the performance of the following Office 365-D-ITAR Online Services will be stored and processed in the Continental United States:

 - a. Exchange Online
 - b. SharePoint Online
 - c. Lync Online

In addition, Microsoft support teams who provide support to the Customer support teams in resolving issues involving the Office 365-D-ITAR Online Service(s) and locations of archiving facilities will be in the Continental United States.

Subject to the terms and conditions of the applicable Service Description(s), Customer has the option of using antivirus and other security scans provided by either Microsoft, a 3rd party, or the Customer itself. To the extent that such scans are performed by Microsoft, facilities outside of the United States may be utilized. Should Customer choose to use Microsoft for such scans, Customer consents, and to the extent required by applicable law will obtain the consent of Users prior to their use of the Online Services, to any such transfer of data to any such country and to the storage and processing of personal data in any such country for the purpose of fulfilling its obligations under this Customer Agreement. Microsoft abides by the Safe Harbor framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union and the European Free Trade Association.

To the extent material changes are made in where or how Microsoft provides the Office 365-D-ITAR Online Services, Contractor will use the Change Management Process.

- (iii) Recording notice.** The laws of some jurisdictions require notice to or the consent of individuals prior to intercepting, monitoring and/or recording their communications or restrict collection, storage, and use of personal data. Customer agrees to comply with applicable law and to obtain all necessary consents and make all necessary disclosures before using any such intercepting, monitoring, or recording feature(s) of the Online Services.
- (iv) Customer Data.** Contractor and Microsoft may use Customer Data for the limited purpose of providing the Office 365-D-ITAR Online Services as described in this Customer Agreement. Contractor and Microsoft may access or disclose Customer Data, including personal information:

(1) if and as needed to provide the Office 365-D-ITAR Online Services including, without limitation, for defense of threats to stability

and/or normal operation of the Online Services and for billing and accounting related to the provision of the Online Services;

(2) to comply with law or respond to legal process; and/or

(3) to take action or pursue other remedies against suspected purveyors of spam, viruses, malware, phishing or other attacks that have in any manner disrupted or diminished the Online Services, or may reasonably be expected to disrupt or diminish the Online Services in the future.

Unless prohibited by law, Contractor and Microsoft will use commercially reasonable efforts to give Customer advance notice of such disclosure under section 6b(iv), or as soon as commercially reasonable after such disclosure under section 6b(iv) bullet (2).

- (v) Customer Data access.** Contractor and Microsoft will provide Customer with continuous access to all Customer Data via standard processes and tools as described in the Service Descriptions. If and to the extent Customer requests non-standard access to the Customer Data, this request must be submitted through the Change Management Process.

- (vi) **Data subject requests.** Contractor and Microsoft will:
- assist Customer as reasonably required to respond to requests from data subjects. Contractor and Microsoft shall not independently respond to such requests from Customer's data subjects without Customer's prior written consent, except where required by applicable law; and
 - not undertake any communications, notifications or correspondence related to a "Security Incident" (see Section 6d below) with Customer's data subjects or any government or regulatory agency without prior notice to and coordination with Customer, except where required by applicable law.
- (vii) **Subcontractors.** Contractor and Microsoft will include in any contract with subcontractor(s) who shall process Customer Data, whether directly or indirectly on behalf of Customer, provisions no less protective of Customer Data to those in this Section 6.
- (viii) **Customer Privacy Practices.** Customer will comply with all applicable legal requirements regarding privacy and data protection, including but not limited to providing sufficient notice to, and obtaining sufficient consent and authorization from, the persons providing personal information to Customer, Contractor and Microsoft to permit the transfer and processing of the personal information by Customer, Contractor, Microsoft, and their respective Affiliates and Agency Affiliates, subsidiaries and service providers as contemplated by this Customer Agreement. Customer's failure to obtain a required consent shall not obviate any payment obligation under this Customer Agreement.
- c. **Audit.** [not on site audit at customer facility]
- (i) Microsoft will, subject to this Section 6(c), audit the security of the computers and computing environment from which Microsoft will provide the Online Services to Customer from the Data Center Locations. This audit: (A) will be performed at least annually; (B) will be performed according to appropriate industry security standards as elected by Microsoft; (C) will be performed by third-party security professionals at Microsoft's election and expense; (D) will result in the generation of an audit report ("**Microsoft Audit Report**"), which will be Microsoft confidential information; and (E) may be performed for other purposes in addition to satisfying this Section 6(c) (e.g., as part of Microsoft's regular internal security procedures or to satisfy other contractual obligations).
- The Microsoft Audit Report will address the control procedures used by Microsoft to provide the Office 365-D-ITAR Online Services from the Data Center Location(s), including specifically an assessment of whether (A) the control procedures were suitably designed to provide reasonable assurance that the stated internal control objectives would be achieved if the procedures operated as designed and (B) the control procedures operated effectively at all times during the reporting period.
- (ii) Upon Customer's reasonable, advance written request, Microsoft will provide to Contractor and Contractor will provide to Customer, on a confidential, need-to-know basis, a redacted version of the Microsoft Audit Report so that Contractor and Customer can reasonably verify Microsoft's compliance with its security obligations under this Customer Agreement. Microsoft may remove any information from the Microsoft Audit Report that may compromise the security of Microsoft's information technology environment or the confidentiality of any third-party confidential information, provided that such removal does not prevent Contractor and Customer from understanding the substance of the Microsoft Audit Report.
- (iii) Microsoft will make good faith efforts, to remediate (i) any errors identified in the Microsoft Audit Report that could reasonably be expected to have an adverse impact on Customer's use of the Office 365-D-ITAR Online Services; and (ii) material control deficiencies identified in the Microsoft Audit Report.
- (iv) This Section 6(c) does not apply to audits of computer and computing environments located at the Customer's data centers and/or location.
- d. **Security incidents.**
- (i) Upon becoming aware of any unlawful access to any Customer Data stored on Microsoft's equipment or in Microsoft's facilities, or unauthorized access to such equipment or facilities resulting in loss, disclosure, or alteration of Customer Data (each a "Security Incident"), Microsoft will: (1) promptly notify Customer of the Security Incident; (2) investigate the Security

Incident and provide Customer with detailed information about the Security Incident; and (3) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident.

(ii) Customer agrees that:

- (1) An unsuccessful Security Incident will not be subject to this Section 6d. An unsuccessful Security Incident is one that results in no unauthorized access to Customer Data or to any Microsoft equipment or facilities storing Customer Data, and may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond IP addresses or headers) or similar incidents; and
- (2) Contractor's obligation to report or respond to a Security Incident under this Section 6d is not, and will not be, construed as an acknowledgement by Contractor or its Subcontractors of any fault or liability with respect to the Security Incident.

7. **Ownership/Intellectual Property.**

- a. **Office 365-D-ITAR Online Services.** Customer acknowledges and agrees that Microsoft does not transfer or grant any right, title or interest in or to the Office 365-D-ITAR Online Services to Customer except for the rights expressly described in this Customer Agreement. No additional rights are granted, either expressly or by implication. Customer will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from Microsoft or its third party vendors.
- b. **Customer Data.** Microsoft acknowledges and agrees that Customer does not transfer or grant any right, title and interest in or to Customer Data except for the rights expressly described in this Customer Agreement. No additional rights are granted, either expressly or by implication. Microsoft agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from any software (if any) provided to Microsoft or Contractor by Customer in object code form.
- c. **Use of Trademarks and Proprietary Notices.** The Agreement does not grant either party any right, title, interest, or license in or to any of the other party's trademarks. Customer may use Microsoft's corporate name, technology names and trademarks in plain text (but not logos, trade dress, designs or word marks in stylized form) to accurately identify and refer to Microsoft and its technology and Office 365-D-ITAR Online Services in accordance with the guidelines for Referential Use of Microsoft Trademarks located at <http://www.microsoft.com/about/legal/intellectualproperty/trademarks/default.mspx>. Customer will only identify the Office 365-D-ITAR Online Services under the proper Microsoft Online Service or other product name (e.g., Exchange Online). The first time Customer mentions the name of the Office 365-D-ITAR Online Services in communications, Customer must use the appropriate trademark, Office 365-D-ITAR Online Services descriptor and trademark symbol (either "™" or "®"), and clearly indicate Microsoft's (or Microsoft's suppliers') ownership of the trademark(s). Customer must not undertake any action that will interfere with or diminish Microsoft's (or Microsoft's suppliers') right, title and/or interest in the trademark(s) or trade name(s). At Microsoft's request, Customer must provide Microsoft with samples of all of Contractor's written or visual materials that use an Office 365-D-ITAR Online Services name. Customer may not use any associated name, trademark or service mark that includes all or part of any Microsoft marks or any term that is confusingly similar to Microsoft's marks for any Customer Solutions or the combination of any Contractor Solutions with the Office 365-D-ITAR Online Services. Customer may not promote any combination of Customer Solutions with the Office 365-D-ITAR Online Services in a manner that imitates any portion of the Office 365-D-ITAR Online Services branding without Microsoft's prior written approval.
- d. **Open Source License Restrictions.** Customer and Contractor acknowledge that certain third-party license terms require that computer code be generally (i) disclosed in source code form to third parties; (ii) licensed to third parties for the purpose of making derivative works; or (iii) redistributable to third parties at no charge (collectively, "**Open Source License Terms**"). Customer and Contractor agree that the license rights that either may grant to the other party under this Customer Agreement to any computer code or any associated intellectual property, including any rights that Customer may license to Contractor or its Subcontractors for any Other Products (as

defined under Section 3(j) above) (collectively, “**Subject Code**”), do not include any license, right, power or authority to incorporate, modify, combine or distribute the Subject Code with any other computer code in a way that would subject the Subject Code to Open Source License Terms.

- e. **Reservation of Rights.** All rights not expressly granted under this Customer Agreement are reserved by the owner of the intellectual property rights.

8. **Term and Termination.**

- a. **Term.** The term of this Customer Agreement will commence on the Effective Date and continue for the period set forth on the signature page of this Customer Agreement, unless the parties mutually agree in writing to extend the Customer Agreement and unless earlier terminated as provided in this Section 8.
- b. **Renewal Term.** After the initial term, Customer has the option to renew the Office 365-D-ITAR Online Service(s) for a base year and two option years (or agreed upon delivery order term). Contractor’s price to Company for such renewal term will be determined at time of renewal. Minimum Service Volumes will apply to the renewal term.
- c. **Termination of an Office 365-D-ITAR Online Service by Customer for Convenience.** Upon written notice to Contractor, Customer may terminate this Customer Agreement and/or any given Office 365-D-ITAR Online Service(s) consistent with the termination provisions of FAR 52.212-4(l). Customer and Contractor agree that in the event of such a termination, Contractor will not be required to submit a termination claim; rather the provisions of paragraph 8.g.(1) shall control. However, if Customer has purchased two or more Office 365-D-ITAR Online Services as part of a single suite component, then any termination under this Section 8(c) must be of the entire suite component rather than the individual Office 365-D-ITAR Online Services components.
- d. **By Customer for Persistent Service Level Failures by Microsoft.** Except as set forth in this Section 8(d), the application of Service Credits as described in the Service Level Agreements are Customer’s sole and exclusive remedy for a breach by Microsoft of the Service Levels set forth in the Service Level Agreements with respect to Customer, as to those Service Level deficiencies. If, however, Microsoft is required, with respect to Customer, to apply maximum Service Credits for the same Service Level failure either (i) three (3) months in a row or (ii) four (4) times in a twelve (12) month period, then Customer, may terminate this Customer Agreement in accordance with paragraph 8.c. above, except that no Early Termination Fees as defined in paragraph 8.g. (1) shall be paid by the Customer.
- e. **Suspension by Contractor or Microsoft for Misuse/Imminent Threat.** Contractor or Microsoft may immediately suspend any Office 365-D-ITAR Online Service(s) provided to Customer, in whole or in part and without prior notice if such action is required to prevent unauthorized access to Customer Data. Where permitted by law and reasonable under the circumstances, Contractor will provide notice of any suspension of Online Services under this Section 8.e. and an opportunity to take steps to avoid any such suspension. Any suspension shall apply to the minimum necessary portion of the Online Service and only be in effect for as long as reasonably necessary to address the issues giving rise to the suspension.
- f. **By Customer for Breach/Insolvency.**
 - (i) **For Cause.** Customer may terminate this Customer Agreement if the Contractor commits a material breach of this Customer Agreement, consistent with the Termination for Cause provisions of FAR 52-212-4, and does not cure such breach within sixty (60) days after delivery of written notice of such breach.
 - (ii) **Insolvency.** Customer may immediately terminate this Customer Agreement if Contractor makes an assignment for the benefit of creditors; files a petition in bankruptcy; is adjudged bankrupt; becomes insolvent; is placed in the hands of a receiver, liquidator, or administrator; or has a trustee appointed to operate or liquidate it.
- g. **Effect of Termination**
 - (i) **Continuation of Office 365-D-ITAR Online Services.** If this Customer Agreement is terminated by Customer under Section 8(f)(1) above (for Cause) or if this Customer Agreement expires of its own accord, then upon request by Customer and Contractor and a concurrent issue of a new contract to a follow-on Microsoft Reseller (i.e. new contractor) (A) Microsoft will continue to provide the Office 365-D-ITAR Online Service(s) as described under and subject to

the terms of Microsoft's Agreement with Contractor and the provisions of this Customer Agreement, with respect to Customer until the expiration of the applicable Office 365 Online Service Period(s) for Customer.

(iii) Transition Assistance. Upon the termination under this Section 8 of Office 365-D-ITAR Online Services to Customer, Microsoft and Contractor will provide Transition Assistance Services to Customer, pursuant to the terms and conditions of Exhibit D.

(iv) Other. (4) Other. Except as expressly provided in Sections 8(g)(ii) (Continuation of Office 365-D-ITAR Online Services) 8(g)(iii) above (Transition Assistance), and Exhibit D (Transition Assistance Services), all Office 365-D-ITAR Online Services and related services provided under this Customer Agreement will terminate upon the termination of this Customer Agreement. Upon the expiration or termination of Office 365-D-ITAR Online Services and any applicable Transition Assistance Services to Customer: (A) Contractor will, if requested by Customer in writing within thirty (30) days after the effective expiration or termination date, return to Customer or destroy all Customer Data that is in Contractor or Microsoft's possession or control with respect to such Office 365-D-ITAR Online Services (unless Contractor OR Microsoft is required by law or otherwise to retain a copy); (B) the Office 365-D-ITAR Online Services and all rights granted to Customer under the Customer Agreement with respect to such Office 365-D-ITAR Online Services, and all use of the Office 365-D-ITAR Online Services by Customer, will immediately terminate, and accordingly Contractor or Microsoft may invalidate the passwords and/or other user identification for all Customer and their users and otherwise deny further access to the Office 365-D-ITAR Online Services; and (C) upon Contractor's OR Microsoft's request made within thirty (30) days after such termination, Customer will return to Microsoft or destroy any confidential Microsoft data relating to such Office 365-D-ITAR Online Services that is in its possession or control, if any. After such 30-day period, each of Customer, Contractor and Microsoft may destroy any such information of the other entities in its possession or control. Termination of the Customer Agreement will not be construed to waive or release any claim that a party is entitled to assert at the time of such termination (including any claim for fees accrued or payable to Contractor prior to the effective date of termination), and the applicable provisions of the Customer Agreement will continue to apply to such claim until it is resolved.

h. Survival.

(i) Survival of this Customer Agreement. Upon the expiration or termination of this Customer Agreement, Contractor's obligations with respect to providing the Office 365-D-ITAR Online Services and Transition Assistance Services to Customer, will survive until the expiration or termination of such obligations as set forth in this Customer Agreement.

(ii) In General. In addition, the terms of Sections 1, 5(b) (7), 7(a), 7(b), 7(e), 8(f) and (g), 9, and 11-15 will survive the expiration or termination of this Customer Agreement for any reason.

9. Confidentiality. Subject to the requirements of the Trade Secrets Act, 18 U.S.C. 1905, and the Freedom of Information Act, 5 U.S.C. 552, et seq.,

a. Non-Disclosure Agreements. The terms of the (i) Non-Disclosure Agreement between Contractor and Customer dated **[INSERT DATE]**, (the "Contractor-Customer NDA"), and (ii) the Non-Disclosure Agreement between Microsoft and Customer dated **[INSERT DATE]** (the "Microsoft-Customer NDA"), both attached hereto as Exhibit F, apply to this Customer Agreement and the provision of the Office 365-D-ITAR Online Services, except that, solely for purposes of this Customer Agreement and the provision of the Office 365-D-ITAR Online Services:

(i) in addition to the exclusions in the Contractor-Customer NDA, and the Microsoft-Customer NDA, "Confidential Information" does not include information which constitutes Customer Data (the protection of which is governed by Section 6(a) of this Customer Agreement); and

(ii) Customer authorizes Contractor and its Subcontractors, including Microsoft, to disclose between and among them Customer confidential information subject to the terms of non-disclosure agreements between them consistent with the terms of the Microsoft-Customer NDA.

b. The Terms of this Customer Agreement. Customer and Contractor acknowledge and agree that the terms of this Customer Agreement are confidential, and each party agrees not to disclose the terms of this Customer Agreement to any third party, provided that (1) either party may share

the terms of this Customer Agreement with its employees, contractors, agents and advisors who have a need to know it for purposes contemplated by this Customer Agreement and who are legally bound to protect such terms as confidential information; (2) Contractor or Microsoft may share the non-negotiated terms of this Customer Agreement with third parties, provided that Contractor or Microsoft does not disclose that Customer has agreed to such terms; (3) either party may disclose this Customer Agreement when compelled by law; (4) each party and Microsoft may share this Customer Agreement with its Affiliates and Agency Affiliate under obligation of confidentiality consistent with this provision; (5) Customer may share the terms of this Customer Agreement and the Contractor's Contract with other Customers.

c. Notwithstanding anything in this Agreement to the contrary, the Customer may retain such Confidential Information as required by law, regulation or its bona fide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Agreement.

10. Warranty.

Contractor warrants that the Office 365-D-ITAR Online Services will perform in accordance with the applicable Service Level Agreement(s). This limited warranty is for the duration of Customer's use of the Office 365-D-ITAR Online Service under this Agreement, subject to the notice requirements in the applicable Service Level Agreement(s).

If Contractor fails to meet this limited warranty and Customer notifies Contractor within the warranty period, then Contractor will provide the remedies identified in the Service Level Agreement for the affected Office 365-D-ITAR Online Service. These are Customer's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.

This limited warranty is subject to the following limitations:

- a. any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;
 - b. the limited warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with this agreement or the Product Use Rights, or resulting from events beyond Contractor's reasonable control;
 - c. the limited warranty does not apply to components of Products that Customer is permitted to redistribute;
 - d. the limited warranty does not apply to free, trial, pre-release, or beta products; and
 - e. the limited warranty does not apply to problems caused by the failure to meet minimum system requirements.
11. **DISCLAIMER OF OTHER WARRANTIES.** OTHER THAN THE LIMITED WARRANTY IN SECTION 10 ABOVE, CONTRACTOR PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. CONTRACTOR DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.
12. **Force Majeure.** Notwithstanding any other provision of this Agreement, neither Contractor, Microsoft, nor Customer will be liable for any delay outages, failure in performance, loss or damage due to: 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 Office 365-D-ITAR Online Services), or other such causes beyond the applicable party's

reasonable control. The parties may use the Change Management Process to address force majeure events.

13. Defense of Claims by Contractor and Microsoft.

a. Agreement to Protect. Subject to Sections 13(b) and 13(c) below, Contractor and Microsoft will assist Customer in defending against any claim made by a third party that:

- (i) alleges that the Office 365-D-ITAR Online Services as provided by Contractor and Microsoft and used in accordance with this Customer Agreement, infringe that party's patent, copyright or trademark or makes intentional unlawful use of its trade secret or undisclosed information (an "**Infringement Claim**"), or
- (ii) alleges that the performance of Office 365-D-ITAR Online Services by a Contractor or Microsoft employee or contractor gave rise to an employee/employer relationship between Customer and such Contractor or Microsoft employee or contractor, where Customer has not otherwise engaged in behavior to support such a claim.

Contractor or Microsoft will also pay the amount of any resulting adverse final judgment (or settlement to which Contractor and Microsoft consents). This Section 13 provides Customer's exclusive remedy for these claims. The terms "intentional unlawful use" and "undisclosed information" are used as defined in Article 39.2 of the TRIPs agreement.

b. What Customer Must Do. Customer must notify Contractor and promptly in writing of the claim and allow Contractor and Microsoft to assist in Customer's defense or settlement, to the extent permitted by applicable law. Contractor and Microsoft will not be bound by any settlement to which they individually do not agree to in writing.

c. Limitations on Defense and Payment Obligation for Infringement Claims. Contractor and Microsoft's obligations under Section 13(a) above for Infringement Claims will not apply to the extent that the claim or award is based on:

- (i) Software (if any) provided by Customer to Contractor or Microsoft in object code form;
- (ii) Customer's combined use of the Office 365-D-ITAR Online Services with any code or materials provided by Customer, or any a non-Microsoft product, service, data or business process;
- (iii) damages attributable to the value of the use of a non-Microsoft product, service, data or business process; or
- (iv) Customer's resale of the Office 365-D-ITAR Online Services or any other use of the Office 365-D-ITAR Online Services in violation of this Customer Agreement.

Customer may be liable to Contractor and Subcontractor for any costs or damages that result from any of these actions or for any breach by Customer of this Customer Agreement.

d. Specific Rights and Remedies in Case of Infringement.

- (i) **Contractor's and Microsoft's rights in addressing possible infringement.** If Contractor and/or Microsoft receives information concerning an Infringement Claim, Contractor and/or Microsoft may, at its expense and without obligation to do so, either:
 - procure for Customer the right to continue to use the applicable Office 365-D-ITAR Online Service, or
 - replace the applicable Office 365-D-ITAR Online Service with a functional equivalent, or modify the Office 365-D-ITAR Online Service, to make it non-infringing.
- (ii) **Customer's specific remedy in case of injunction.** If, as a result of an Infringement Claim, Customer's use of an Office 365-D-ITAR Online Service is enjoined by a court of competent jurisdiction, Contractor and/or Microsoft will, at its option, either

- procure the right to continue use of the Office 365-D-ITAR Online Service, or
- replace the Office 365-D-ITAR Online Service with a functional equivalent, or
- modify the Office 365-D-ITAR Online Service to make it non-infringing, or
 - if after using commercially reasonable efforts Contractor or Microsoft cannot effect any of the foregoing, terminate Customer's right to use the Office 365-D-ITAR Online Service, providing at least three (3) months notice to Customer, if possible, or as much notice to Customer as reasonably possible under the circumstances.

14. Customer's Obligations.

Neither Microsoft nor Contractor will be responsible for costs or damages arising from or related to:

- a. any Customer Data or non-Microsoft software Microsoft hosts on Customer's infringing a third party's patent, copyright, or trademark or making intentional unlawful use of a Trade Secret; or
- b. Customer's or its end user's violation of the terms of this Customer Agreement.

15. Limitation on Liability.

To the extent permitted by applicable law, the liability of Customer and Contractor (including Contractor's Subcontractors) and their respective Affiliates and Agency Affiliates arising under this agreement is limited to direct damages up to the amount Customer was required to pay for the Office 365-D-ITAR Online Service giving rise to that liability during the prior 12 months. In the case of Office 365-D-ITAR Online Services provided free of charge (if any), or code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to U.S. \$5,000. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, these monetary limitations will not apply to:

- a. Contractor's and Microsoft's obligations under the section above titled "Defense of claims by Contractor and Microsoft" or Customer's obligations under the section above titled "Customer's Obligations";
- b. liability for damages caused by any party's gross negligence or willful misconduct, or that of its employees or its agents, and awarded by a court of final adjudication (provided that, in jurisdictions that do not recognize a legal distinction between "gross negligence" and "negligence," "gross negligence" as used in this subsection shall mean "recklessness");
- c. liabilities arising out of any breach by any party of its obligations under the section above titled "Confidentiality", except that Contractor (and its Subcontractor's) liability arising out of or in relation to Customer Data shall in all cases be limited to the amount Customer paid for the Online Service giving rise to that liability during the prior 12 months;
- d. liability for personal injury or death caused by either party's negligence, or that of its employees or agents, or for fraudulent misrepresentation;
- e. liability for fraud; and
- f. violation by either party of the other party's intellectual property rights.
- g. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER CONTRACTOR, ITS SUBCONTRACTORS, CUSTOMER, NOR ANY OF THEIR AFFILIATES, AFFILIATES, CONTRACTORS OR SUBCONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS,**

REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO ANY PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATIONS (EXCEPT TO THE EXTENT THAT SUCH VIOLATION RELATES TO CUSTOMER DATA), THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR CONTRACTOR'S OR MICROSOFT'S OBLIGATIONS IN THE SECTION ABOVE TITLED "DEFENSE OF CLAIMS BY CONTACTOR AND MICROSOFT" OR CUSTOMER'S OBLIGATIONS IN THE SECTION ABOVE TITLED "CUSTOMER'S OBLIGATIONS."

In no event will Contractor (including Microsoft and their subcontractors), Customer or the Affiliates and Agency Affiliates of any of the foregoing be responsible for any damages to the extent caused by the error, negligence or fault of the other party or such other party's agents.

The limitations set forth above in this Section 15 do not apply to Contractor's breach of Contractor's GSA Schedule.

16. Other

a. Change of Reseller. If Customer's relationship with Contractor terminates, or if Microsoft terminates Contractor as a reseller of the Office 365-D-ITAR Online Services:

- (i) Customer, Contractor or Microsoft, as applicable, will use commercially reasonable efforts to provide as much notice as possible prior to such event; and
- (ii) Contractor, Customer and Microsoft will work together in good faith, consistent with applicable federal procurement regulations, to execute a termination for convenience of the Customer Agreement and issuance of a new agreement with a replacement reseller of Customer's choice and a corresponding agreement between Microsoft and the chosen reseller within 30 days of termination of Contractor or, if no replacement is available, Customer will work with Microsoft to resolve any issues resulting from the termination, including entering into an agreement with another authorized Microsoft Office 365-D-ITAR Online Services reseller that allows Customer to continue using the Office 365-D-ITAR Online Services.
- (iii) If Customer elects to terminate the Customer Agreement in the event of such change of reseller, Contractor and Customer will agree that Customer's sole remedy will be termination for convenience in accordance with Section 8.c above, except no Early Termination Fees shall be paid by the Customer.

b. Special Terms. The following special terms apply to the following Office 365-D-ITAR Online Services:

(i) For Office Live Communications Server Public Instant Messaging Connectivity:

No Interconnection. Customer will not use the Office 365-D-ITAR Online Service(s) to facilitate communication

- with any instant messaging service provider other than Yahoo!, AOL and Microsoft; or
- between any external instant messaging networks.

PDA or Mobile Phone Access – Limitation on America Online Instant Messenger network. Customer will not use the Office 365-D-ITAR Online Service(s) to pass

Instant Messaging or Presence information from (or to) a PDA or mobile phone using licensed radio frequency spectrum (e.g., EVDO, GPRS, EDGE).

c. Telecommunications/Changes in Law.

- (i) Microsoft may modify or, if necessary, terminate the availability of all or part of the Office 365-D-ITAR Online Service(s) in any jurisdiction if there is any current or future government law, regulation, requirement, decision, order, or other ruling (hereinafter "Government Requirement") that (1) causes Microsoft to be regulated as a telecommunications provider, (2) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there, or (3) causes Microsoft to believe this Customer Agreement or the Office 365-D-ITAR Online Services may be in conflict with such Government Requirement.
- (ii) Without limiting subsection 16c(i), if any change in a Government Requirement prevents Contractor or Microsoft from performing their respective obligations under this Customer Agreement on the terms set forth herein, or materially alters the economic viability of providing the Office 365-D-ITAR Online Services for the fees set forth herein, then the parties will negotiate in good faith to amend the Customer Agreement, if and to the extent possible, to address such change.

- d. Breach.** Any breach of this Customer Agreement, including Customer's obligations set forth herein, shall be handled in accordance with the Contracts Disputes Act.

EXHIBIT A ORDERING AND PRICING

1. Minimum Service Volumes.

Unless otherwise agreed in writing by Customer and Contractor, the Minimum Service Volume for each of the following Office 365-D-ITAR Online Services shall apply:

- a. Microsoft Exchange Online Plan 1 – Minimum 50,000 Users
- b. Microsoft Exchange Online Plan 2 – Minimum 50,000 Users (this counts toward the minimum for Exchange Online Plan 1)
- c. Hosted Blackberry service for Exchange Online – Minimum 500 Devices (provided Minimum Service Volume for Exchange Online Plan 1 or Plan 2, above, is met) (not currently offered)
- d. Archiving for Exchange Online – Minimum 50,000 Users
- e. Microsoft SharePoint Online Plan 1 – Minimum 50,000 Users
- f. Microsoft SharePoint Online Plan 2 – No Minimum Service Volume, provided that the Minimum Service Volume for SharePoint Online Plan 1, above, is met) (Not currently offered)
- g. Microsoft Lync Online Plan 1 – Minimum 50,000 Users

Microsoft may change the above list of Minimum Service Volumes from time to time, for reasons including but not limited to addition of a newly-available Office 365-D-ITAR Online Service.

2. Prices and payment terms.

Contractor will invoice Customer and set Customer's pricing and payment terms. Customer will pay each invoice to Contractor consistent with the payment terms of the contract between the Contractor and the Customer or the Contractor's GSA Schedule, whichever is applicable.

Customer will issue a purchase order, concurrent with execution of this Customer Agreement, for the initially-contracted Office 365-D-ITAR Online Services Licenses. Contractor will provide Customer with per-unit pricing for future orders under this Customer Agreement. Such prices may later be updated, upon written agreement between Contractor and Customer, for reasons including but not limited to the addition of new Office 365-D-ITAR Online Services offerings for sale to Customer.

Customer may withhold payment only of the particular charges that Customer disputes in good faith. Customer will promptly give written notice to Contractor of any such withholding, stating the details of any such dispute. Customer agrees to work together with Contractor and Microsoft to resolve promptly any disputed amounts.

All charges for the Office 365-D-ITAR Online Service(s) will be invoiced and paid in U.S. Dollars throughout the Term without regard to fluctuations in exchange rates.

3. **Prerequisites for order.** Contractor reserves the right to reject any purchase order, and this Customer Agreement, if Customer does not meet the Minimum Service Volumes and/or has not completed technical prequalification with Contractor and Microsoft. Customer is advised to contact Contractor for additional details and to schedule prequalification with a Microsoft Solution Architect.
4. **Product Use Rights.** The Product Use Rights includes order eligibility rules for the Office 365-D-ITAR Online Services. In the event of conflict between the applicable Product User Rights and this Customer Agreement, the Product Use Rights shall control, unless Customer and Contractor agree otherwise in writing.
5. **How to order Office 365-D-ITAR Online Services.**
 - a. **Placing the initial order.** Contractor will provide Customer with Customer's pricing, subject to ordering requirements of this Customer Agreement, prior to Customer's execution and submission to Contractor of this Customer Agreement. Customer's prices and billing terms for all Office 365-D-ITAR Online Services ordered will be determined by agreement between Contractor and Customer. Contractor will provide Microsoft with orders corresponding to Customer's orders, separately from this Customer Agreement. Customer must submit an initial order to Contractor for the Office 365-D-ITAR Online Service(s), in quantities greater than or equal to those expected to be used following Customer Validation of Service Notice under this Agreement. This order will not be processed by Microsoft until four weeks post Customer Validation of Service Notice (the "Initial Online Services Billing Date"), subject to Exhibit J section 4 (Online Services Installation and Testing).

Readiness notices for each Office 365-D-ITAR Online Service as part of a single purchase (e.g., as a "suite") are typically expected to be within four weeks of each other; the last of those notices will be the Customer Validation of Service Notice. In the event that the Initial Online Services Billing Date for the plan has not been established within 60 days from the date of the first readiness notice, then, Contractor may establish the billing date individually for each Office 365-D-ITAR Online Service that has reached readiness and bill for such Office 365-D-ITAR Online Services according to the percentage of the estimated retail price of the Online Services included in such plan, as determined by Microsoft in its reasonable discretion

Notwithstanding that the Office 365-D-ITAR Online Service fees provided by Contractor to Customer are based on monthly units, Contractor will invoice Customer for Customer's initial order, upon the Initial Billing Date, for an amount which is based upon such monthly per-unit prices multiplied by each of the following: (i) the applicable quantity; and (ii) the number of full calendar months remaining between the Customer Validation of Service Notice date and the end of the then-current Term of this Agreement.

The initial order shall be invoiced to Customer in three (3) annual installments of 12 months fees, each. The first invoice shall be upon the Initial Billing Date, and subsequent invoices will occur on the annual anniversary of the Customer Validation of Service Notice date through the end of the then current Term of this Customer Agreement.

- b. **Adding new Online Services not previously ordered.** In the event Customer wishes to purchase new Office 365-D-ITAR Online Services after the Effective Date of this Customer Agreement, such new Online Services will be subject to Customer's then-current pricing for such Online Services (as provided by Contractor), and Customer will submit a purchase order to Contractor for such new Online Service. This is considered a change in circumstance as described below in Section 5d. of this Exhibit A.

The supplemental order shall be invoiced by Contractor to Customer in annual installments. The first installment shall be invoiced immediately upon availability to Customer of the Office 365-D-ITAR Online Services included in the order (the "New Service Availability Date"), and will be prorated based upon the number of complete calendar months between such New Service Availability Date and the next annual anniversary of the Customer Validation of Service Notice date applicable to the supplemental order. Subsequent invoices will occur on the remaining annual anniversary of the Customer Validation of Service Notice date through the end of the then current Term of this Customer Agreement.

- c. **True-ups and update statements.** A new order is required to be placed by Customer with Contractor: (1) in the month of usage where usage (number of users or, when applicable,

devices) exceeds a five percent increase over the previous usage base for a given Office 365-D-ITAR Online Service, provided there is no change in circumstances as described in Section 5d., below, and (2) otherwise, between 60 days prior to and 15 days following each annual anniversary of Customer Validation of Service Notice for the initial order. An order is not required at the end of the Term, unless either (i) Customer renews this Customer Agreement; or (i) Extended Services for Customer are requested by Customer pursuant to the terms and conditions of Exhibit D (Transition Assistance Services).

For each anniversary order, Customer must submit to Contractor either:

- (i) **a true-up order** to account for any increase in Online Service(s) usage; or
- (ii) **an update statement** to show there is no change in Online Service(s) usage since the last order. This update statement is a form provided by Contractor and must be signed by an authorized signatory of Customer.

An annual true-up order or update statement is required even if Customer has true-up or ordered additional quantities since the last anniversary of the Customer Validation of Service Notice for the initial order.

Each true-up order shall be invoiced by Contractor to Customer in annual installments. The first invoice shall be invoiced upon receipt of order. Subsequent invoices will occur on the remaining annual anniversary of the Customer Validation of Service Notice date of the initial order through the end of the then current Term of this Customer Agreement.

- d. Change in circumstances.** For the following changes in circumstances, Contractor and Microsoft will act upon changes as quickly as possible, but these changes may take up to 30 weeks: (1) when there is migration from a new active directory or connection to new email (Customer, or Contractor on its behalf, may need a separate Statement of Services or other services agreement for such services, as contemplated by section 2.e. of this Customer Agreement, above); (2) in case of a one-time, non-incremental increase of greater than 5% in the usage of a given Office 365-D-ITAR Online Service (e.g. bringing on a new division); (3) if an Office 365-D-ITAR Online Service was purchased, but not previously set up; and (4) if adding new Office 365-D-ITAR Online Services not previously ordered. In such cases, Customer may need a Rollout Period as described and defined in section 5.f. of this Exhibit A, below.

If the number of Office 365-D-ITAR Online Services users covered by this Agreement decreases by more than ten percent as a result of (1) a divestiture or other reorganization of an Agency Affiliate or an operating division of Customer or any of its Agency Affiliates or (2) a significant workforce reduction, Microsoft will work with the Company and Customer together in good faith to determine how to accommodate its changed circumstances in the context of this Customer Agreement.

- e. Country of usage.**

It is anticipated that all Users of the Office 365-D-ITAR Online Service will be based in the United States. To whatever extent this may not apply, certain geographic limitations may apply. Contact Contractor for more information.

- f. Rollout period.** For any Online Services for which Microsoft permits a phased rollout of the Online Services following Customer Validation of Service Notice, Microsoft may prorate the initial order to account for a Rollout Period. Such "Rollout Period," should typically not exceed six months. This Rollout Period, if any, will be determined following technical prequalification by Microsoft.

5. Service Credits.

Any Service Credits incurred in a calendar month, as stipulated in Exhibit B (Service Level Agreements), will be credited by Contractor to Customer following the month for which the Service Credits apply provided the Contractor receives the applicable Service Credits from Microsoft, and will be based upon the aggregate amount of all orders attributable to the applicable Online Service(s) in the month(s) during which the Incident(s) giving rise to the Service Credit(s) occurred.

EXHIBIT B
SERVICE LEVEL AGREEMENTS

**Microsoft Exchange Online Dedicated Version Service Level Agreement
(SLA)**

1. Standard terms applicable to all Service Levels outlined herein:
 - a. Definitions
 - i. “Customer” refers to the organization that has signed this Customer Agreement (“Agreement”) under which it has purchased Microsoft Exchange Online services from Microsoft.
 - ii. “Customer Support” means the business team within Microsoft that provides services to assist Customer to resolve issues with the Services.
 - iii. “Incident” means any set of circumstances resulting in a failure to meet a Service Level.
 - iv. “Microsoft” means Microsoft Corporation.
 - v. “Service” or “Services” refers to the Microsoft Exchange Online Dedicated with ITAR Support Online Service provided to Customer pursuant to the Agreement.
 - vi. “Service Credit” is the percentage of the monthly service fees for the Service that is credited to Customer for a Service Level not met pursuant to this SLA.
 - vii. “Service Level” means standards Microsoft adheres to and by which it measures the level of service it provides as specifically set forth below.
 - b. Configuration Requirements and Acceptable Use
 - i. Customers must adhere to any required configurations, use supported platforms, and follow any policies for acceptable use found at <http://go.microsoft.com/fwlink/?LinkId=140276> in order to receive Service Credit.
 - c. SLA Exclusions
 - i. This SLA and any applicable Service Levels do not apply to any performance or availability issues:
 1. Due to factors outside Microsoft’s reasonable control;
 2. That resulted from Customer’s or third party hardware or software;
 3. That resulted from actions or inactions of Customer or third parties;

4. Caused by Customer's use of the Service after Microsoft advised Customer to modify its use of the Service, if Customer did not modify its use as advised;
5. During scheduled downtime; or
6. During beta and trial services (as determined by Microsoft).

d. Service Credits

- i. The amount and method of calculation of Service Credits is described below in connection with each Service Level description.
- ii. Service Credits are Customer's sole and exclusive financial remedy for any violation of this SLA.
- iii. The Service Credits awarded in any calendar month shall not, under any circumstance, exceed Customer's monthly service fees.
- iv. For Services purchased as part of a suite, the Service Credit will be based on the pro-rata portion of the estimated retail price of the Service, as determined by Microsoft in its reasonable discretion. In cases where Customer has purchased Services from a reseller, the Service Credit will be based on the estimated retail price for the applicable Service, as determined by Microsoft in its reasonable discretion.
- v. Service Credits do not apply to one-time fees associated with this service.
- vi. Microsoft provides this SLA subject to the following terms. These terms will be fixed for the duration of the initial term of the subscription. If a subscription is renewed, the version of this SLA that is current at the time the renewal term commences will apply throughout the renewal term. Customer can review the most current version of the SLA and related terms at any time by visiting <http://go.microsoft.com/fwlink/?LinkId=140276>.

2. Service Levels

a. Monthly Uptime Service Level

i. Definitions

1. "Downtime" is defined as any period of time when users are unable to send or receive email via all supported mailbox access which is calculated using Exchange application availability in database minutes and combined data where applicable from server, operating system, application, network segments and infrastructure services managed by Microsoft. Downtime does not include the period of time when the Service is not available as a result of: (i) Scheduled Downtime or scheduled network, hardware, or service maintenance or upgrades; or (ii) the

acts or omissions of Customer or Customer’s employees, agents, contractors, or vendors, or anyone gaining access to Microsoft’s network by means of Customer’s passwords or equipment; or (iii) Customer requested changes; or (iv) access via Blackberry devices; or (v) access to the email archiving service.

2. “Scheduled Downtime” is defined as: (i) Downtime within pre-established maintenance windows; or (ii) Downtime during major version upgrade; Scheduled Downtime is not considered Downtime for purposes of this SLA.
3. “Monthly Uptime Percentage” for a specific customer is calculated by taking the total number of minutes in a calendar month multiplied by the total number of users minus the total number of minutes of Downtime experienced by all users in a given calendar month, all divided by the total number of minutes in that calendar month multiplied by the total number of users. This is reflected in the following formula:

$$\frac{\text{Total number of minutes in a month} \times \text{Total number of users} - \text{Total minutes of Downtime experienced by all users in that month}}{\text{Total number of minutes in a month} \times \text{Total number of users}}$$

ii. Uptime Service Levels

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Microsoft Lync Online Dedicated Version Service Level Agreement (SLA)

1. Standard terms applicable to all Service Levels outlined herein:
 - a. Definitions
 - i. “Customer” refers to the organization that has signed this Customer Agreement (“Agreement”) under which it has purchased Microsoft Lync Online services from Microsoft.
 - ii. “Customer Support” means the services by which Microsoft may provide assistance to Customer to resolve issues with the Services.
 - iii. “Incident” means any set of circumstances resulting in a failure to meet a Service Level.
 - iv. “Microsoft” means Microsoft Corporation.
 - v. “Service” or “Services” refers to the Microsoft Lync Online Dedicated Online Service provided to Customer pursuant to the Agreement.
 - vi. “Service Credit” is the percentage of the monthly service fees for the Service that is credited to Customer for Service Level not met pursuant to this SLA.
 - vii. “Service Level” means standards Microsoft chooses to adhere to and by which it measures the level of service it provides as specifically set forth below.
 - b. Configuration Requirements and Acceptable Use
 - i. Customers must adhere to any required configurations, use supported platforms, and follow any policies for acceptable use found at <http://go.microsoft.com/fwlink/?LinkId=140276> in order to receive Service Credit.
 - c. SLA Exclusions
 - i. This SLA and any applicable Service Levels do not apply to any performance or availability issues:
 1. Due to factors outside Microsoft’s reasonable control;
 2. That resulted from Customer’s or third party hardware or software;
 3. That resulted from actions or inactions of Customer or third parties;
 4. Caused by Customer’s use of the Service after Microsoft advised Customer to modify its use of the Service, if Customer did not modify its use as advised;
 5. During scheduled downtime; or
 6. During beta and trial services (as determined by Microsoft).

- d. Service Credits
 - i. The amount and method of calculation of Service Credits is described below in connection with each Service Level description.
 - ii. Service Credits are Customer's sole and exclusive financial remedy for any violation of this SLA.
 - iii. The Service Credits awarded in any calendar month shall not, under any circumstance, exceed Customer's monthly service fees.
 - iv. For Services purchased as part of a suite, the Service Credit will be based on the pro-rata portion of the estimated retail price of the Service, as determined by Microsoft in its reasonable discretion. In cases where Customer has purchased Services from a reseller, the Service Credit will be based on the estimated retail price for the applicable Service, as determined by Microsoft in its reasonable discretion.
 - v. Service Credits do not apply to one-time fees associated with this service.
 - vi. Microsoft provides this SLA subject to the following terms. These terms will be fixed for the duration of the initial term of the subscription. If a subscription is renewed, the version of this SLA that is current at the time the renewal term commences will apply throughout the renewal term. Customer can review the most current version of the SLA and related terms at any time by visiting <http://go.microsoft.com/fwlink/?LinkId=140276>.
2. Service Levels
- a. Monthly Uptime Service Level
 - i. Definitions
 - 1. "Downtime" is defined as any period of time when two or more customer employees using customer domain joined PCs are unable to send and receive an instant message using the Lync client excluding the web and mobile clients and excluding instant messages from Public IM Connectivity (PIC) and Federation connections. Downtime does not include the period of time when the Service is not available as a result of: (i) Scheduled Downtime or scheduled network, hardware, or service maintenance or upgrades; or (ii) the acts or omissions of Customer or Customer's employees, agents, contractors, or vendors, or anyone gaining access to Microsoft's network by means of Customer's passwords or equipment; or (iii) Customer requested changes; (iv) or network connectivity beyond control of Microsoft.

2. "Scheduled Downtime" is defined as: (i) Downtime within pre-established maintenance windows; or (ii) Downtime during major version upgrade; Scheduled Downtime is not considered Downtime for purposes of this SLA.
3. "Monthly Uptime Percentage" for a specific customer is calculated by taking the total number of minutes in a calendar month multiplied by the total number of users minus the total number of minutes of Downtime experienced by all users in a given calendar month, all divided by the total number of minutes in that calendar month multiplied by the total number of users. This is reflected in the following formula:

$$\frac{\text{Total number of minutes in a month} \times \text{Total number of users} - \text{Total minutes of Downtime experienced by all users in that month}}{\text{Total number of minutes in a month} \times \text{Total number of users}}$$

ii. Uptime Service Levels

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Microsoft SharePoint Online Dedicated Version Service Level Agreement (SLA)

1. Standard terms applicable to all Service Levels outlined herein:
 - a. Definitions
 - i. “Customer” refers to the organization that has signed this Customer Agreement (“Agreement”) under which it has purchased Microsoft SharePoint Online services from Microsoft.
 - ii. “Customer Support” means the services by which Microsoft may provide assistance to Customer to resolve issues with the Services.
 - iii. “Incident” means any set of circumstances resulting in a failure to meet a Service Level.
 - iv. “Microsoft” means the Microsoft entity that signed your Microsoft Agreement.
 - v. “Service” or “Services” refers to the Microsoft SharePoint Online Dedicated with ITAR Support Online Service provided to Customer pursuant to the Agreement.
 - vi. “Service Credit” is the percentage of the monthly service fees for the Service that is credited to Customer for a Service Level not met pursuant to this SLA.
 - vii. “Service Level” means standards Microsoft adheres to and by which it measures the level of service it provides as specifically set forth below.
 - b. Configuration Requirements and Acceptable Use
 - i. Customers must adhere to any required configurations, use supported platforms, and follow any policies for acceptable use found at <http://go.microsoft.com/fwlink/?LinkId=140276> in order to receive Service Credit.
 - c. SLA Exclusions
 - i. This SLA and any applicable Service Levels do not apply to any performance or availability issues:
 1. Due to factors outside Microsoft’s reasonable control;
 2. That resulted from Customer’s or third party hardware or software;
 3. That resulted from actions or inactions of Customer or third parties;
 4. Caused by Customer’s use of the Service after Microsoft advised Customer to modify its use of the Service, if Customer did not modify its use as advised;

5. During scheduled downtime; or
6. During beta and trial services (as determined by Microsoft).

d. Service Credits

- i. The amount and method of calculation of Service Credits is described below in connection with each Service Level description.
- ii. Service Credits are Customer's sole and exclusive financial remedy for any violation of this SLA.
- iii. The Service Credits awarded in any calendar month shall not, under any circumstance, exceed Customer's monthly service fees.
- iv. For Services purchased as part of a suite, the Service Credit will be based on the pro-rata portion of the estimated retail price of the Service, as determined by Microsoft in its reasonable discretion.
- v. Service Credits do not apply to one-time fees associated with this service.
- vi. Microsoft provides this SLA subject to the following terms. These terms will be fixed for the duration of the initial term of the subscription. If a subscription is renewed, the version of this SLA that is current at the time the renewal term commences will apply throughout the renewal term. Customer can review the most current version of the SLA and related terms at any time by visiting <http://go.microsoft.com/fwlink/?LinkId=140276>.

2. Service Levels

a. Monthly Uptime Service Level

i. Definitions

1. "Downtime" is defined as any period of time when users are unable to access SharePoint sites for which they have appropriate permissions. The ability to access the SharePoint sites is determined by automated monitoring that attempts to render SharePoint sites every minute supplemented by server logs. Downtime for all users is calculated by the sum of all minutes each SharePoint sites is inaccessible pro-rated by the percentage of visits relative to all sites in the preceding four weeks multiplied by the number of users affected. Downtime does not include the period of time when the Service is not available as a result of: (i) Scheduled Downtime or scheduled network, hardware, or service maintenance or upgrades; or (ii) the acts or omissions of Customer or Customer's employees, agents, contractors, or vendors, or anyone gaining access to Microsoft's network by means of Customer's passwords or equipment; or (iii) Customer requested changes.

2. "Scheduled Downtime" is defined as: (i) Downtime within pre-established maintenance windows; or (ii) Downtime during major version upgrade; Scheduled Downtime is not considered Downtime for purposes of this SLA.
3. "Monthly Uptime Percentage" for a specific customer is calculated by taking the total number of minutes in a calendar month multiplied by the total number of users minus the total number of minutes of Downtime experienced by all users in a given calendar month, all divided by the total number of minutes in that calendar month multiplied by the total number of users. This is reflected in the following formula:

$$\frac{\text{Total number of minutes in a month} \times \text{Total number of users} - \text{Total minutes of Downtime experienced by all users in that month}}{\text{Total number of minutes in a month} \times \text{Total number of users}}$$

ii. Uptime Service Levels

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

EXHIBIT C
STANDARD CUSTOMER ACCESS AGREEMENTS

EXHIBIT D TRANSITION ASSISTANCE SERVICES

This Exhibit D describes the circumstances under which Microsoft may provide Customer with Transition Assistance Services related to the termination of Customer's Online Services and the nature of the Transition Assistance Services, if provided.

Commencement of Transition Assistance Services.

Upon termination of the Customer Agreement, Microsoft will provide Transition Assistance Services to Customer as described in this Exhibit D, if either (1) Customer issues a written request for Transition Assistance Services to Microsoft at or before the end of the Term of its Customer Agreement, or (2) Customer reaches the end of the Term of its Customer Agreement without having provided Microsoft a notice of renewal or non-renewal, and provided Customer is current on all payments under this Customer Agreement including, if applicable, the Early Termination Fee.

Extended Services.

If Customer neither renews nor provides notice of non-renewal as of the end of the Term of this Customer Agreement, Microsoft will continue to provide the Online Services after the expiration of such Term for up to the maximum duration of the Transition Period (such Online Services, the "Extended Services"). Customer will be obligated to pay Contractor for the Extended Services pursuant to this Customer Agreement and may terminate the Extended Services at any time on 90 days notice. Microsoft's provision of Extended Services will not extend the Transition Period.

Transition Period.

The period during which the Transition Assistance Services may be provided is the "Transition Period." Transition Assistance Services will commence, if at all, no later than the expiration or termination of the Term of this Customer Agreement, and will continue for a maximum period of up to six months after such date.

Payment for Transition Assistance Services.

If this Customer Agreement terminates at the end of its Term or Customer terminates the Customer Agreement under section 8d. (for Persistent Service Level Failures) or for breach by Microsoft, or if Microsoft terminates the Customer Agreement as a result of an infringement claim, the Transition Assistance Services will be provided at no cost to Customer.

If Customer terminates this Customer Agreement under section 8c. (Cancellation for Convenience), or the Customer Agreement is terminated by Microsoft for breach by Customer, then the Transition Assistance Services will be provided to Customer under a separate order if such remedy of termination by Microsoft is granted after a Contract Disputes Act adjudication.

Continued Provision of Steady State Services during Transition Period.

Upon request of Customer, as set forth in Customer's specific transition assistance plan (if applicable), or pursuant to the Extended Services paragraph above, Microsoft will continue to provide the Online Services on a "steady state" basis for up to the entire duration of the Transition Period, subject to Customer's continued obligation to pay Contractor for the Online Services according to this Customer Agreement during such period. With respect to the "steady state" Online Services, the Service Level Agreements shall remain in force for the duration of the Transition Period.

Description of Transition Assistance Services.

Microsoft will provide Customer with usage information to assist Customer (or its new third party service provider) in its design of the new Customer system. Such information will be Microsoft

Confidential Information is subject to the Microsoft-Customer NDA and Contractor-Customer NDA and will include:

- a. Service Descriptions describing the Online Services then purchased by Customer
 - b. Key information relevant to Customer's environment, specifically
 - (i) Number and size of Exchange Online mailboxes
 - (ii) Number of documents stored in Office SharePoint Online and total storage used
 - (iii) Relevant user metrics, such as number of simultaneous active users
 - (iv) Support incidents received by Microsoft
 - (v) Locations of Customer Data
 - (vi) E-mail domains processed, address formats, e-mail routing configuration, etc.
 - c. Customer-specific training material and end-user documentation previously provided to Customer by Microsoft as part of the Online Services
 - d. Documentation provided to Microsoft by Customer in connection with the Office SharePoint Online customization process
 - e. Type of software in use to provide the Online Services and specific versions
- Microsoft will use commercially reasonable efforts to answer any questions by Customer (or its new third-party service provider) with respect to the above information. Microsoft will use commercially reasonable efforts to assist Customer (or its new third-party service provider) to migrate data from the Microsoft system to the new Customer system. Such efforts will include:

- a. Facilitating connection at Microsoft for additional network links, if required
- b. Setting security permissions and creating accounts to enable access to and migration of data over the network from Exchange Online mailboxes to mailboxes in the new Customer system
- c. Setting security permissions and creating accounts to enable access to and migration of data over the network from Office SharePoint Online to the new Customer system
- d. Providing backups of Office SharePoint Online data in standard Microsoft formats
- e. Implementing Exchange connectors to route e-mail between the Microsoft system and the new Customer system

Out of Scope.

Microsoft will not, as part of the Transition Assistance Services:

- a. Provide design services for the new Customer system
- b. Disclose Microsoft proprietary designs relating to Microsoft data center architecture
- c. Transfer to Customer any hardware or software licenses provided as part of the Online Services
- d. Provide any labor to execute the data migration
- e. Provide additional network links

Optional Services.

The parties will develop Customer's specific transition assistance plan, including roles and responsibilities and key milestones, if and as required by Customer.

Customer may ask Microsoft to prepare a proposal for additional services for an additional fee. Any such additional for-fee services will be provided on terms and conditions mutually agreed by the parties.

Survival of Terms.

For avoidance of ambiguity, all terms of the Agreement and the applicable Customer Agreement shall remain in effect for period during which Transition Assistance Services are provided by Microsoft, if any.

EXHIBIT E CHANGE MANAGEMENT PROCESS

This Exhibit describes the process by which the parties may change the scope of the Office 365-D-ITAR Online Services purchased by Customer, consistent with the Changes clause of the GSA Schedule, if applicable.

The types of changes covered by this process are:

Change Category	Process
Change in Circumstances	Customer notifies Contractor of a change in circumstances as described in section 5b. of Exhibit A, above.
Customer Feature Request	Customer submits a request for new feature(s) to Contractor.
Major Update	Customer will notify Contractor of its desired implementation date for a Major Update as described in section 5b. of this Customer Agreement, above.

Customer change requests

Customer may request a change to the Online Services by notifying Contractor in writing of a requested change, specifying the change in sufficient detail to enable Microsoft to evaluate the same ("Customer Change Request"). Contractor or Microsoft may submit to Customer any questions related to the Customer Change Request. Following Contractor's receipt of a Customer Change Request (and Customer's answers to any questions related to the Customer Change Request), Contractor will provide Customer with an estimate of the time needed to assess the Customer Change Request and an indication of the solutions that will be explored. Neither Contractor nor Microsoft will unreasonably withhold or delay acceptance or rejection of a Customer Change Request.

Microsoft change requests

Contractor and Microsoft may request changes to the Online Services by notifying Contractor and Customer in writing of a requested change, specifying the change in sufficient detail to enable Contractor and Customer to evaluate the same ("Microsoft Change Request"). Each Microsoft Change Request will provide Customer with Contractor's estimate of the additional costs to be incurred or saved as a result of the Microsoft Change Request, together with any other effects to the Online Services that may result from the Microsoft Change Request. Customer may submit to Contractor and Microsoft any questions related to the Microsoft Change Request. Customer will not unreasonably withhold or delay acceptance or rejection of a Microsoft Change Request. For avoidance of doubt, this section shall not apply to any Service Updates described in section 5b. (Online Service Updates) of this Customer Agreement. Customer will not unreasonably withhold or delay acceptance or rejection of a Microsoft Change Request.

Assessing and formalizing the change request

If Customer advises Contractor to proceed with the assessment of an Customer Change Request or Microsoft Change Request, then Contractor and Microsoft will prepare a written change control document ("Change Control Document") that: (1) incorporates a description of the requested change and (2) assesses the effect of the requested change on service levels, delivery schedules and/or other areas likely to be affected by the Change Request. Customer may need to pay Contractor, and Contractor may in turn need to pay Microsoft, as a result of such change.

Contractor will provide Customer with the completed Change Control Document. The Change Control Document will constitute an offer by Contractor to implement the requested change on the terms set forth in the Change Control Document, including, without limitation, delivery schedules and service levels. Pricing and payment terms between Microsoft and Contractor will

be at Microsoft's discretion. Pricing and payment terms between Contractor and Customer will be in accordance with Contractor's contract with the Customer or the Contractor's GSA Schedule contract, whichever is applicable.

If Customer accepts Microsoft's offer by executing the Change Control Document, then this Agreement (including the applicable Service Description(s)) will be deemed to incorporate the terms and conditions of the Change Control Document.

Changes not in scope

Configuration changes are changes permitted in a Service Description (e.g., setting the Message Size Limit to an allowed value) and are not within the scope of this Exhibit. Configuration changes are handled through the configuration change process, which will be established by the parties. Operational changes requested by either party will be made in writing and directed to the other party's project manager. These change requests will be reviewed and formalized through periodic service review meetings.

EXHIBIT F

CONTRACTOR-CUSTOMER NDA
MICROSOFT-CUSTOMER NDA

[TO BE INSERTED]

Exhibit H Service Descriptions

The Dedicated Online Service Descriptions current as of the Effective Date are listed in the table below. These Service Descriptions are subject to change during the Term. The most current Service Descriptions can be found at <http://go.microsoft.com/fwlink/?LinkId=140276>.

SERVICE DESCRIPTION NAME	VERSION
<i>Off365PE1DITAR DdctdSvr ALNG SubsVL MVL DITARSprt PerUsr</i>	
<i>ExchgOnlnP2DITAR DdctdSvr ALNG SubsVL MVL DITARSprt PerUsr FromE1</i>	

EXHIBIT I ADDITIONAL CONSIDERATIONS STANDARD ONLINE SERVICES

<This Exhibit is based upon services available as of the time the contract template was created in June, 2011, and is subject to modification by Microsoft prior to execution of the Customer Agreement in order to accommodate changes in the Online Services made available to Customer.>

Prior to signing this Customer Agreement, Customer had an opportunity to review the Service Descriptions with all of its relevant internal stakeholders. Microsoft offers a software plus services solution, as documented in the Services Descriptions, with features common to all of its customers of the applicable Office 365-D-ITAR Online Services. Microsoft does not intend to tailor the implementation for each customer beyond the configuration options specified in the Service Descriptions.

By signing this Customer Agreement, Customer acknowledges the Service Descriptions meet or exceed its minimum requirements for the contracted Online Services. Any features not specifically identified in the Service Descriptions as “in scope” are by default considered “out of scope” and will not be provided by Microsoft.

To aid Customer in review of the Service Descriptions, here are some points of particular note:

Standard Considerations

<Microsoft Solution Architect to update the text below prior to execution>

Network Connectivity

- Microsoft does not have an option for customers to terminate owned circuits (MPLS) and/or owned equipment (e.g. routers and switches) into Microsoft data centers. Network transport between Customer’s network and the Microsoft data centers is required to support directory synchronization, authentication traffic and client/server traffic from users connected to the Customer’s corporate network and to support email migration. Going forward Microsoft will support Internet-based OnNet VPN in accordance with the latest Exchange Online Service Description.

Exchange Online

- Exchange Online no longer supports Outlook 2003
- Exchange Online does not support scaled NAT implementations for Outlook connectivity via MAPI or Outlook Anywhere (RPC/HTTP) due to known application limitations.
- Blackberry Enterprise Services (BES):
 - Microsoft does not offer the Instant Messaging integration features of BES
 - Microsoft does not support send or receiving of Windows Rights Management protected content on BlackBerry devices.
- Information Leakage Protection Services, also referred to as Data Loss Prevention (DLP), providing inline or passive email content scanning based upon certain keywords is not directly supported. Alternative solutions exist, such as routing all inbound and outbound SMTP traffic to a customer managed DLP device on-premises.
- Hosting DLP devices in Microsoft datacenters is not approved.
- Exchange Online does not support MAPI integration with Cisco Unity.

- Exchange Online does not support Mailbox Archiving solutions that are intended to perform mailbox size management functions (also referred to as stubbing). Support for archiving for compliance purposes (also referred to as journaling) is documented in the Service Descriptions.
- Exchange Online provides free & busy coexistence between a customer's single on-premises Exchange and/or single on-premises Lotus Notes environment during the migration period to Exchange Online.
- Exchange Online does not provide continued free & busy coexistence or calendar sharing beyond the migration period.
- Exchange Online provides cross-forest migration and synchronization of content between one (1) Exchange Organization at a time.
- The financial penalties and reporting associated with the Service Level Agreements provided by the Forefront Online Protection for Exchange (FOPE) standalone service are not included in the Exchange Online offering.
- BPOS Federal specific clarifications for Exchange Online
 - The optional ProofPoint message archiving solution is not within the Microsoft Online BPOS-Federal certification and accreditation boundaries.
 - The optional message filtering service (Forefront Online Protection for Exchange) is not within the Microsoft Online Office 365 Dedicated with ITAR Support certification and accreditation boundaries.

SharePoint Online

- Inbound mail enabled lists are not supported with SharePoint Online
- SharePoint Online does not support anonymous access
- SharePoint secure store functionality is not supported in SharePoint Online
- SharePoint site variations are not supported
- Kerberos is not supported in any capacity
- SharePoint Online only supports 3 layer URLs (eg www.portal.company.com)
- SharePoint Online supports up to a maximum of 30TB of storage
- SharePoint Online can only support a total of 20 Active Directory forests.
- Custom managed paths are not supported
- Web applications other than those defined in the Service Descriptions are not supported
- Customizations are not applied until after Customer Validation of Service has occurred

Lync Online

- Only one SIP domain address is allowed

EXHIBIT J
ONLINE SERVICES INSTALLATION AND TESTING

<This Exhibit is based upon services available as of the time the contract template was created in June, 2011, and is subject to modification by Microsoft prior to execution of the Customer Agreement in order to accommodate changes in the Online Services made available to Customer.>

Microsoft will install the Office 365-D-ITAR Online Services and, in partnership with Company and Customer, will test the Office 365-D-ITAR Online Services as described in this Exhibit J. If Customer requests assistance migrating mailboxes or other professional services such will be contracted under a separate agreement for preliminary services.

1. Office 365-D-ITAR Online Services Ordered Through this Enrollment.

Company has ordered the following Office 365-D-ITAR Online Services for Customer through this Enrollment:

- <To be completed by Microsoft>

When ordering any of the Office 365-D-ITAR Online Services Suites (e.g. Office 365 Plan E1-D-ITAR), Customer may elect not to set up and activate one or more of the included component Office 365-D-ITAR Online Services at the time of purchase. Advance written notice will be required to activate such Office 365-D-ITAR Online Service(s) at a later date. The following Office 365-D-ITAR Online Service(s) will not be activated at the time of purchase:

- <Microsoft to list components of the Suite not being activated, if any>

2. Customer Obligations.

Collaboration between Microsoft and Customer is important to achieve successful set up of the Office 365-D-ITAR Online Services and subsequent migration. This section lists Customer's standard obligations. Additional obligations may be identified during the discovery phase (as described in section 3 of this Exhibit J, below) and added to this list.

- a. Provision co-located Active Directory domain controllers in the Microsoft data centers
- b. Identify and populate the defined extension attributes in Customer's Active Directory to set mailbox size, features and options
- c. Remediate directory errors discovered during pre-flight checks, Notes DirSync, and initial MMSSPP directory synchronization
- d. Establish a Quickstart VPN connection to the Microsoft data centers for the purposes of conducting initial MMSSPP directory synchronization and other set up work
- e. Prior to completion of Checkpoint 3 Customer Configuration Complete, provision permanent network connections to all of the Microsoft data centers

that are suitable for production and failover use of the Office 365-D-ITAR Online Services

- f. Enable connection to Customer's existing e-mail systems – cross certification (*Notes* only), permissions, and migration accounts
- g. Provide test accounts and workstations, as follows:
 - (i) Customer will make available up to Microsoft 50 Active Directory user accounts in Customer's Active Directory forest for testing and ongoing operational support for the term of the Enrollment. NOTE: If more than one Active Directory forests is in scope for deployment, Customer will make available up to 50 accounts per additional forest depending upon existing Customer directory and messaging configuration. Accounts will be used by Microsoft support personnel. Accounts must have permissions typical of ordinary users at Customer. One half of the accounts must be local administrators on the workstations described below. These accounts must be generic test accounts and not associated with named individuals, and the accounts must not require any additional authentication beyond account name and strong password (i.e. accounts cannot require the use of two-factor authentication). Accounts must adhere to the password expiration policy outlined by Microsoft.
 - (ii) Customer will make available to Microsoft 10 support workstations with the current, supported Customer standard desktop operating system and common Customer applications. Microsoft will access these workstations for testing and on-going operational support for the term of the Enrollment. Customer will provide a network-based remote access mechanism for access to the support workstations. Microsoft requires the use of the Windows Remote Desktop application for remote access. Customer will be responsible for the regular maintenance of these workstations to ensure they're maintained at the Customer software and patch standards as they would for their general workstation population.

In addition to the standard obligations above, Customer will ensure that:
<Placeholder for text from Solution Architect>

3. Setup.

Microsoft recognizes that both Microsoft and Customer are striving towards a successful deployment in a rapid fashion as Customer will not begin realizing the value of Microsoft Online Services until it is in operation and Microsoft does not begin receiving payment for the service until up to 4 weeks after Microsoft issues the Customer Validation of Service Notice. A successful deployment is a joint effort between Microsoft and Customer; actual dates are dependent on Customer.

The average deployment time from contract execution to Customer Validation of Service Notice date is 30 weeks. Experience has shown the following items contribute to schedule timing.

- Customer assigning and allocating the necessary resources to the project to manage the tasks related directly to Microsoft Online deployment as well as any related project dependencies related to being able to consume Microsoft Office 365-D-ITAR Online Services being purchased (such as Active Directory remediation, network connectivity, or SharePoint portal development).

- Customer preparedness and completion of Detail Discovery. After contract signature, Microsoft will work with Customer to conduct detailed discovery of Customer's environment and gather Customer's configuration choices ("Detailed Discovery"). Detailed Discovery typically takes four weeks. Efficient execution of Detailed Discovery is dependent upon access to accurate information about the Customer's environment and a clear understanding of the features and configuration options of the Microsoft Office 365 Dedicated and Office 365 Dedicated with ITAR Support Services Descriptions (see Section 5, Standard Solutions).
- Customer is highly recommended to ensure continuity between Customer's staff that evaluated Microsoft Online pre-contract and those that will engage in deployment; failure to do so typically results in additional time to review and remake decisions from pre-contract phase resulting in an extended deployment timeframe.
- Design Change Requests made during deployment phase. Microsoft's policy is to ensure there are no open Design Change Requests at contract execution and to not allow any additional until after Customer Validation of Service Notice date. Any design change requests entered during deployment could extend the deployment timeframe if accepted into the service.
- Customer completion of the VPN setup questionnaire within 20 business days of the Microsoft Online deployment kick-off meeting and establishing connectivity within 25 business days of the Microsoft Online deployment kick-off meeting.
- Customer AD remediation (if required) completion within 20 business days of Microsoft Online deployment kick-off meeting. Customer remediation requirements will be identified during the SAW and MDD processes prior to contract.
- Microsoft's completion of Office 365-D-ITAR Online Services build out and validation.

Microsoft makes no warranties, will not provide reimbursements or service credits, or incur any financial penalties due to the timing of when actual Service Ready occurs or migration schedule actually achieved.

The standard process that will be followed for deployment is noted below. Microsoft, via the Deployment Program Manager, will review these Checkpoints and their criteria in detail during the Microsoft Online Kick-off meeting. Once each checkpoint's criteria have been met the deployment will proceed to the next checkpoint.

Plan: Checkpoint 1 – Planning Complete

Step 1: Discovery

- All Discovery Surveys are complete and accurate
- Ensure clarity around Configuration/Feature requests (CRs)
- Identify which CR's are Standard Configuration Request (SCRs) and which CR's are Feature Requests
- Sign-off on complete Discovery Surveys

Step 2: Scope Lock

- All Discovery surveys are complete and service teams have signed off on each survey (Scope Lock)
- Agreement on which CRs are Standard Configuration Requests and are Approved
- Agreement on which Standard Configuration Requests will be implemented before Customer Validation of Service Notice

- Agreement on which CRs are Feature Requests and WILL NOT be implemented and will be DOCUMENTED in the out of scope items.
- Customer and Microsoft sign-off on Scope Lock

Step 3: Planning Complete

- Customer Kick off meeting has been held
- Review each work stream, milestone activities, and timelines
- Commitment from all work stream owners on milestone timelines and dates
- Ensure sign-off on all CRs identified in Discovery
- Document the Standard Configuration Requests that are approved to be implemented before Customer Validation of Service Notice
- Document Standard Configuration Requests that will be implemented post Customer Validation of Service Notice with reasons why this will have to occur
- Document Feature Requests that WILL NOT be implemented explicitly as Out-Of-Scope
- Sign-off on Plan Complete

Prepare: Checkpoint 2 – Infrastructure Complete

- Network Connectivity is complete between Customer and Microsoft
- Temporary VPN established and tested
- Permanent network connectivity established and tested
- Forest and Domain trusts established
- All Active Directory Forests and Domains in-scope for Microsoft Office 365-D-ITAR Online Services have trusts established, validated and tested
- Conditional Forwarders for DNS are configured and validated
- Sites and Subnets are configured and validated
- Microsoft Managed Solution Services Provisioning Provider (MMSSPP) Servers are built and ready for initial MMSSPP sync.
- Active Directory consolidation and remediation activities are complete
- Error counts for Microsoft Online Best Practices Analyzer (MSOBPA) and DirPrep are below 2000
- Customer and Microsoft are ready for the MMSSPP Initial Sync to begin

Prepare: Checkpoint 3 – Customer Configuration Complete

- Ensure all Customer owned configuration is complete as required in the Service Configuration documents (Messaging CESM/CECM, IT Configuration for OCS, and IT Configuration for SharePoint)
 - Firewall ports open and validated
 - Internal and External DNS Entries are complete and validated
 - Server side configuration is complete and validated
 - Proxy Server configuration is complete and validated
- Each service configuration checklist is complete according to the service team provided configuration documents
 - Office Communication Online configuration, accounts, SGs, DLs
 - Messaging configuration, accounts, SGs, DLs
 - SharePoint configuration, accounts, SGs, DLs
 - Support configuration, accounts, SGs, DLs

- Migration configuration, accounts, SGs, DLs
- MOVE configuration, accounts, SGs, DLs
- Ensure Test Machines are complete and accessible by the Microsoft service teams
- Sign-off on Configuration Checklists
- When the Checkpoint is complete Microsoft will send the Customer Validation of Service Notice

Prepare: Checkpoint 4 – Customer’s Validation of Office 365-D-ITAR Online Service(s)

- This phase begins upon Customer Validation of Service Notice
- Customer completes validation of the services according to the criteria in the contract
- User pilot migrations are successful
- Migration schedule agreed to and signed off

Migrate: Checkpoint 5 – Customer Business Deployment

- Deploy Stop criteria has been defined
- Business unit migration plan is complete

Plan is in place for deprovisioning of on-premises services.

4. Service Testing.

Customer can test the Office 365-D-ITAR Online Services after Microsoft issues the Customer Validation of Service Notice at the end of Checkpoint 3 – Customer Configuration Complete. This provides Customer with an opportunity to verify that each Office 365-D-ITAR Online Service is performing in accordance with its Service Description and the support service request process is working effectively. Testing procedures vary by Office 365-D-ITAR Online Service and are described below.

The duration of the Service Testing period leading up to (Checkpoint 4 – Customer’s Validation of Office 365-D-Online Service(s)) is four weeks following Microsoft’s issuance of the Customer Validation of Service Notice. If, during the Service Testing period, Customer notifies Microsoft of material outstanding nonconformities under Microsoft’s control relative to the Service Descriptions and Microsoft confirms such nonconformities to exist, then Microsoft will correct the nonconformities. Customer will have at least one week to test such corrections, and the Service Testing period will be extended if necessary.

In the event that the Service Testing period is extended, and (Checkpoint 4 – Customer’s Validation of Office 365-D-ITAR Online Service(s)) is delayed, beyond four weeks due to a nonconformity identified by Customer as set forth in this section, then Microsoft will similarly delay processing the order beyond the four weeks noted in section 4(a) of the Enrollment. For clarity “Service Ready” is the same date as the start of “Customer’s Validation of Office 365-D-ITAR Online Service(s)” and “Service Ready notice” is the same as “Customer Validation of Service Notice”.

After the Service Testing period, the Office 365-D-ITAR Online Services are available for production use and the migration capability described in the separate Statement of Services for migration services (if any) can be provided.

5. Service Testing Procedure.

The processes listed in this section constitute the comprehensive list of items that are considered in scope for testing of the Office 365-D-ITAR Online Services. No additional processes are considered to be in scope for Service testing. All other Office 365-D-ITAR Online Service-impacting items will be managed by the support service request process.

5.1. Microsoft Exchange Online.

Testing for Microsoft Exchange Online covers both verification that the Office 365-D-ITAR Online Service is performing in accordance with its Service Description and that the mailbox data migration process has been tested.

Customer testing will be conducted as follows:

- a. Microsoft will migrate up to 100 early adopter test mailboxes, typically drawn from the IT department. Migrations will occur in two or more waves to allow refinements of the process through testing
 - (i) Customer will verify the migration experience
 - (ii) Microsoft will update Customer-specific migration procedures
- b. Customer will review the features described in the Service Description and notify Microsoft via the service request process if any features are not working
- c. Microsoft and Customer will agree to the resolution status of nonconformities identified by the early adopter users
- d. Customer to conduct feature tests as follows:
 - o **Feature Test: Mail.**
 - Send, receive, and reply mail to migrated users
 - Send, receive, and reply mail to non-migrated users
 - Send, receive, and reply mail to external users
 - Send mail to distribution list
 - Non-migrated user reply to mail that had been sent from migrated user prior to migration
 - Recover deleted item from Recycle Bin
 - o **Feature Test: Calendaring.**
 - Book a meeting in a migrated conference room
 - Confirm that a meeting request is accepted for an available conference room
 - Confirm that a meeting request is not accepted for a pre-booked conference room.
 - Updated meeting requests notify all attendees
 - o **Feature Test: Mobile Device Support (if and as applicable).**
 - Mail sent from Exchange arrives at Blackberry device
 - Mail sent from Blackberry device arrives in Exchange
 - Mail sent from Exchange arrives at Windows Mobile Device
 - Mail sent from Windows Mobile Device arrives in Exchange

Testing success criteria are:

- a. Successful access by the early adopter users
- b. Feature tests completed
- c. No unresolved change requests
- d. No unexplained high-priority end user service requests

5.2. Microsoft SharePoint Online.

Customer may be planning to develop applications or a portal on top of SharePoint Online in addition to the built-in features of the service. For avoidance of doubt, the Service Testing described in section 4 leading to the establishment of the Service Billing Date is specifically concerned with the SharePoint Online features and whether they are performing as per the Service Descriptions. The Customer's project to build on top of SharePoint Online may have a different schedule and include additional testing before being ready to launch; such schedule and testing is independent of the establishment of the Service Billing Date. Customer agrees to accept only the service testing as described in section 4.0. Service billing is not connected to any project or SharePoint Online customizations built on top of SharePoint Online, but is driven solely by schedule determined by the Enrollment.

Customer testing will be conducted as follows:

- a. Microsoft will enable up to 100 early adopter test users, typically drawn from the IT department.
- b. Customer will review the features described in the Service Description and notify Microsoft via the service request process if any features are not working
- c. Microsoft and Customer will agree to the resolution status of nonconformities identified by the early adopter users

Testing success criteria are:

- a. Successful access by the early adopter users
- b. No unresolved change requests
- c. No unexplained high-priority end user service requests

5.3. Microsoft Lync Online.

Customer testing will be conducted as follows:

- a. Microsoft will enable up to 100 early adopter test users, typically drawn from the IT department
- b. Customer will review the features described in the Service Description and notify Microsoft via the service request process if any features are not working

Microsoft and Customer will agree to the resolution status of nonconformities identified by the early adopter users

Testing success criteria are:

- a. Successful access by the early adopter users
- b. No unresolved change requests
- c. No unexplained high-priority end user service requests