

Enterprise Enrollment (Indirect) Amendment ID M268

Enrollment Number
Microsoft to complete for initial term
Partner to complete for renewal

000-jorob-s-760

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

The parties agree that the Enrollment is amended to add the following terms that shall apply when Government Partner orders the Enterprise Mobility Suite for Government (the "EMS-G Suite") or individual components of the EMS-G Suite, Azure Active Directory Premium for Government ("AADP-G") and Azure Rights Management Service for Government ("RMS-G") (the EMS-G Suite, AADP-G, and RMS-G being collectively, "EMS for Government") for an Enrolled Affiliate that is a member of the Community, as that term is defined herein:

1. **The following definitions are hereby added to the Enrollment:**

"Azure Government Services" means one or more of the services or features Microsoft makes available to Enrolled Affiliate under this Enrollment and identified at <http://azure.microsoft.com/en-us/regions/#services>, which are provisioned in dedicated multi-tenant data centers for exclusive use by or for the Community.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using Azure Government Services to provide solutions to a Government or a qualified member of the Community, or (3) an Enrolled Affiliate with Customer Data that is subject to Government regulations for which the Enrolled Affiliate determines the use of Azure Government Services, and not Windows Azure Services, is the appropriate Microsoft service to meet the Enrolled Affiliate's regulatory requirements.

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

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

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

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

2. **The following new Section is added to the Enrollment:**

EMS for Government Terms

- a. **Applicable Terms.** The EMS-G Suite, AADP-G, and RMS-G are subject to the same terms and conditions as their corresponding Enterprise Services (EMS, Azure Active Directory Premium, and Azure Rights Management Service, respectively), except as otherwise provided in the Product List and this Amendment.

- b. **Community Use Rights.** Government Partner certifies that Enrolled Affiliate is a member of the Community and agrees to ensure that Enrolled Affiliate uses EMS for Government solely in its capacity as a member of the Community and for the benefit of end users that are members of the Community. Use of EMS for Government by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited, and Microsoft, in its discretion, may terminate the Enrollment for EMS for Government without notice for any such non-compliant use. Government Partner acknowledges that only Community members may use EMS for Government.
- c. **Windows Intune.** Government Partner understands and acknowledges that Windows Intune, the third individual component of the EMS-G Suite, will not be provisioned in multi-tenant data centers for exclusive use by or for the Community.
- d. **AADP for Government and Azure RMS for Government.** Government Partner understands and acknowledges that AADP-G and RMS-G will not initially be provisioned in multi-tenant data centers for exclusive use by or for the Community. However, AADP-G and RMS-G will be provisioned in multi-tenant data centers for exclusive use by or for the Community at a future date. As soon as practicable following such future date, the AADP-G and RMS-G services Government Partner is acquiring on behalf of Enrolled Affiliate will be migrated to the Community multi-tenant data centers.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

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