

Amendment to Contract Documents

Agreement Number

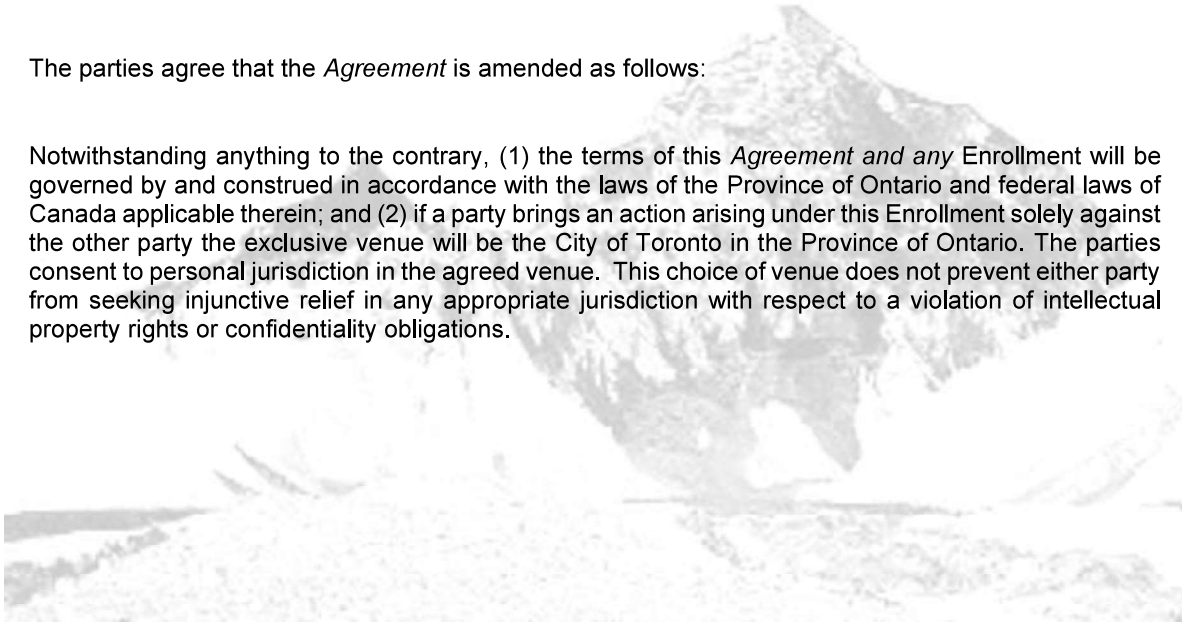
7-3AO6AY27FP

These amendments are entered into between the parties identified on the attached program signature form. They amend the Enrollment or Agreement identified above. All terms used but not defined in these amendments will have the same meanings provided in that Enrollment or Agreement.

Campus and School Agreement Applicable Law and Venue – Canada Amendment ID D20 (CTM)

The parties agree that the *Agreement* is amended as follows:

Notwithstanding anything to the contrary, (1) the terms of this *Agreement and any* Enrollment will be governed by and construed in accordance with the laws of the Province of Ontario and federal laws of Canada applicable therein; and (2) if a party brings an action arising under this Enrollment solely against the other party the exclusive venue will be the City of Toronto in the Province of Ontario. The parties consent to personal jurisdiction in the agreed venue. This choice of venue does not prevent either party from seeking injunctive relief in any appropriate jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations.



Campus and School Agreement

Affiliate Aggregation Level D

Amendment ID CTM-M1060 (CTM)

The parties acknowledge and agree that this amendment (“Amendment”) will have an Effective Date of *June 1, 2024*, and will govern for a period of three (3) years ending *May 31, 2027*, with the option to extend for a single three (3) year period (“Term”). Microsoft may however make a change to this program that will make it necessary for Institution and or its Affiliates to enter into a new agreement and Enrollment(s) after the initial three (3) years. The terms of this Amendment will be in effect for any participating Enrollments for Education Solutions (“Enrollment”) signed and activated within the first 36 months after the Effective Date (“Term”).

The parties acknowledge and agree that the following changes will be made in order to establish framework terms that will apply to all Enrollments entered into during the Term of this Amendment:

1. The Agreement will be modified as follows:
 - a. Delete Section 8.a. “Effective Date” in its entirety and replace it with the following:
 - a. Effective Date. The effective date of this Agreement is **June 1, 2024**.
 - b. Insert a new numbered section 14 after Section “13. Miscellaneous.” with the following language:

14. Additional Terms.

 - a. **Qualified Educational User Eligibility & Compliance.** *OCAS Application Services Inc. (“OCAS”)* and any Qualified Educational User are responsible for complying with the eligibility requirements for a Qualified Education User under this Agreement. For avoidance of doubt, each Qualified Educational User that enters into an Enrollment agrees to the terms and conditions of this Agreement and the Enrollment. OCAS is under no obligation to declare, report, subscribe to or purchase any licenses from Microsoft or Microsoft resellers, on behalf of the Institutions it may represent for the purpose of this Agreement.
 - b. **Framework Structure and Responsibilities.** The Institution that signs the Enrollment is bound to its terms, conditions, rights, and obligations. OCAS is not responsible for the performance of an Enrollment that OCAS is not a party to.
2. Any Enrollment entered into during the Term of this Amendment will be modified as follows:
 - a. The following definition is hereby added to Section 1 of the Enrollment titled “Definitions”:

“Shared Device” means a device that a) is not used by any one person more than 50% of the time during a single workday period, or b) is not assigned to any Primary User as their primary work device, or c) remains in Institution’s open access labs or libraries, or d) is designated as being primarily for use by Students.

- b. Delete the unnumbered paragraph labeled “Term.” in its entirety and replace it with the following:

Enrollment Term. This Enrollment will expire 36 full calendar months from the Enrollment Effective Date and may be terminated earlier as provided in the Agreement.

- c. Delete section 2.a. entitled “Minimum order requirements for Enrollment for Education Solutions.” in its entirety and replace it with the following:

- a. **Minimum order requirements for Enrollment for Education Solutions.** This Enrollment allows Institution to license Products on a subscription basis across its Organization. Institution defines its Organization and can select from two different licensing options (Education Qualified Users or Students), depending on the Users it wishes to enable to use the Products licensed.

The initial order must include Subscription Licenses for at least:

- (i) One Education Platform Product A3 for an Organization-wide Count of at least **100**; or
- (ii) One Education Platform Product for a Student Count of at least 1,000; or
- (iii) A mix of Education Platform Products that may be ordered as described in the Product Terms.

These minimum requirements are waived if Institution has a Qualifying Enrollment. Institution must submit an order within 30 days of the effective date of the Enrollment. Microsoft may refuse to accept this Enrollment if it has a business reason for doing so.

- d. Notwithstanding anything to the contrary in the Enrollment or in the Product Terms, if Institution’s Education Platform Product Organization-wide coverage commitment for their Education Qualified Users is for *Microsoft 365 A3 Unified for Education* or better, Institution is permitted to order the *Enterprise Mobility + Security A3* or the *Enterprise Mobility + Security A5* Faculty offering in any quantity. For the avoidance of doubt, if Institution licenses *Microsoft 365 A3 Unified for Education* or better for all Education Qualified Users, the *Enterprise Mobility + Security A3/A5* may be licensed for a subset of users and/or any user not classified as an Education Qualified User.

- e. Delete section 3.b. entitled “Price Levels.” in its entirety and replace it with the following:

- a. **Education Qualified User and Student Price Level D.** Institution’s Reseller will facilitate the order of Education Platform Products for their Education Qualified Users and Students at *Price Level D*, as shown on the Reseller’s price list from Microsoft. For avoidance of doubt, only Education Platform Products are eligible for this price level. There are no price levels for Additional Products.

- f. Add the following to section 3 Price levels as bullet d:

- d. ***On-time anniversary order price level.*** *Level D will apply for an on-time anniversary order. For an anniversary order to be considered on-time, Microsoft must receive an anniversary order prior to each Enrollment anniversary date (per section 2.g.iii “Annual Order Period”). If an anniversary order is received late (on or after the Enrollment anniversary date), Microsoft will invoice Institution’s Reseller at **Level C**.*

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

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

Microsoft Internal Use Only:

(D20)MBAAgrAmend(ApplicableLawandVenu e-Canada)(WW)(ENG)(Jan2022)(IU).docx	CTM	CTM-CTC-AGR-ENR- D20	BD
(M1060)EnrAmend(AffiliateAggregationLevel D)(WW)(ENG)(Sept2023)(IU).docx	CTM	CTM-CPT-CPL-CTC- AGR-ENR-M1060	BD
(M945)EnrAmend(FrameworkDiscountBD)(W W)(ENG)(Aug2023)(IU).docx	CTM	CTM-CPT-CPC-M945	BD

