Section 9(2)(a) Privacy

NEW ZEALAND SUPERANNUATION FUND

Company Name: NZ Super Fund Contract No.: 1106830.

Address: LEVEL 12, 29 CUSTOMS STREET WEST, AUCKLAND Customer No.:

City: State: Australia Only ABN:

Country: New Zealand Postal Code:

W/O 26545.

Recall SDS Australasia Service Limited

Contracted

DeStroy[SM]

Secure collection and destruction of confidential documents and media. Ensures security by shredding all documents to create a paper-based pulp. Provides a means of eliminating unwanted, potentially sensitive media items, like videotapes or compact disks through destruction in a highly secure environment. Prevents the recovery of data from magnetic and re-writable optical media through a completely safe and certain method of destruction. Items are pulverized to render them unrecognizable and unusable ☒

DeStock[SM]

Reliable, secure destruction of items with high intrinsic value. Destroys excess, superceded or substandard products such as consumer and professional uniforms in a completely secure environment. Provides a reliable and secure destruction service to prevent the circulation of unwanted products in sales channels that could harm an organization's brand reputation or destroy prices. ☐

Client Details — Recall Details

Client Contact/s: Shirley Coker

Client Title:

Telephone Number: 09-3005984

Facsimile Number: 09-3005981

E-mail address: SCOKER@NZSuperfund.co.nz

Other:

Recall SDS Contact: Sharron Schlegel

Recall SDS Title: BDM NZ

Telephone Number: 0064-09-2706840

Facsimile Number: 0064-09-2706846

E-mail address: [redacted]

Other: 0800 34[redacted]

Contract Authorities — Recall Auth[redacted]

Client Authority (print): [redacted] PAUL COSTELLO

Client Stamp/Signatu[redacted]

Contract Start Date: [redacted] 14-01-04

Recall SDS Au[redacted] (Print name)

Recall SDS St[redacted]

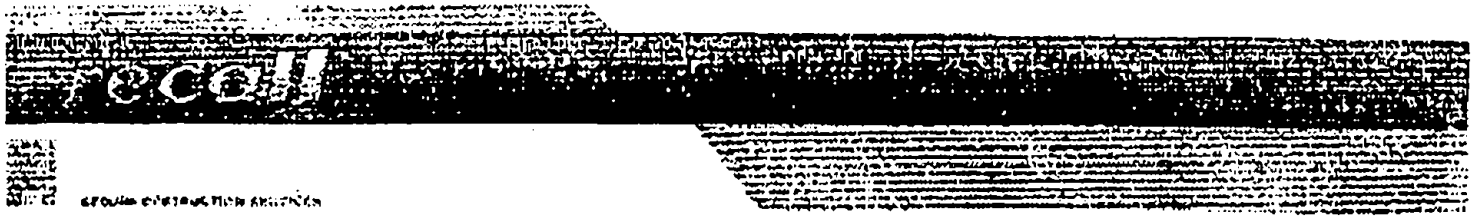
Contract Revie[redacted]

Contract Optio[redacted] months

Option Dates: [redacted]

The client represents that they are familiar with the general terms and conditions appended to [redacted]

2



Recall SDS Australasian Service Matrix

L12 Quay Tower	2 weekly	4 weekly	1 set of keys each
29 Customs St			4 by Daryl
West Auckland.			
			Service Timeframe
			9.00am - 5.00pm

Recall SDS Australasian Pricing Matrix

DESTROY	Secure - Permanent	20.00	per 4 weeks
"	Container - Rental	2.00	per week
"	Security Fee	15.00	per 4 weeks
		$39 per Month / 4 weekly	
		43	

$ POA	$ POA	$ POA	$ POA	$ POA

Resource

Charge Per Hour

Consulting Services Compliance Audit Physical Witnessing of Destruction: Priced at time. / ~~$150.00~~ POA

Charge per day / event

Customised Kpi's/Reports: Charge Per Hour ~~$80.00~~ POA

Extra Container Charges

	Charge Per Container
Container Cancellation Fee	~~$200.00~~ POA
Missing Container Fee	$130.00
Container Delivery/Removal Fee per site per event	$35.00

Extra service charges

Charge Per Invoice Period

Minimum Charge Fee: $43.00

Charge Per Certificate

Certificate of Destruction: $40.00

Initials

Customer	Recall
Sc	SLRS

Prices exclude any Taxes i.e.12.5 % GST.

recall™

Section 9(2)(a) Privacy

Recall Customer Contracts
Contract Document Cover Sheet

General Contract Information
(please circle or highlight option fields)

Contract with:	New Zealand Superannuation Fund
Document Type	New Agreement
Service Agreement No. (or other contract ID)	RCM 01229
Start/Document Date	3rd April 2006
Review Date	3rd February 2008
Expiry Date	rollover
Contract State/Region	NZ
Line of Business(es)	DPS
Sales / Account Manager	Mark Nicholls

Customer Account No's

P'Soft Customer Number	18001351
Account No. ("Parent" Account)	123900
Additional Account No's covered ("Child" Accounts) (attach schedule if more space required)	

Terms and Conditions

Recall Standard Terms and Conditions Version 6

Edits? Yes (No) (see attached)

Date: 27/2/06

Provided by Contract Management: [redacted]

Contract Management Use Only:

Recall Standard Terms and Conditions Version #	6.2	NSC Approval attached or N/A ?	N/A
Liability Assessment	(Nil) / Limited / Partially Limited / Unlimited		
Compliance Classification	1		

Date: 27/2/06

Contract Management: [redacted] *(Signature)*

SCHEDULE 1
SERVICES AND CHARGES
(current Services and Charges apply)

SCHEDULE 2
ReView Technology License
(applicable to ReView Customers only)

recall™

Please sign and return this copy in the envelope provided.

Recall New Zealand Terms and Conditions Version 6 2 August 2005

This page has been left blank intentionally.

By executing this document, Recall and the Customer agree to be bound by the Recall Standard Terms and Conditions and the attached Schedules.

Signed for and on behalf of the Customer by it's duly authorised officer:	Signed for and on behalf of Recall by it's duly authorised officer.
Name:	Name: **Gavin Thwaites**
Position: OFFICE MANAGER	Position: General Manager
Date: 13.02.06.	Date: 23rd January 2006

Recall Australia Terms and Conditions Version 6 I August 2005

oral or written proposals representations agreements and other communications between the parties in relation to the subject matter

9 3 This Agreement may only be varied in writing by a duly authorised officer of each party

9 4 The failure by either party to observe or perform wholly or in part any obligation (other than an obligation to pay money) under this Agreement will not be a breach of this Agreement to the extent that the failure was caused by or arose as a result of a Force Majeure Event

9 5 Where any order writ or mandatory instrument relating to the Services or the Records is served on or presented to Recall and appears on its face to be duly and properly created and executed Recall may comply with it and the Customer indemnifies Recall for any loss or expenses in respect of Recall so complying

9 6 Any forbearance indulgence or delay in enforcing any right or remedy by a party does not constitute a waiver of rights issued or in any way prejudice any right or remedy of that party

9 7 If any part of this Agreement is unenforceable, invalid or void then that part of the Agreement is severed and the rights and obligations of the remaining parts of the Agreement continue to apply

9 8 This Agreement is governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand

9 9 The Customer is liable for and indemnifies Recall in respect of all costs losses and expenses (including any duties, taxes levies, charges and impositions of whatever nature other than for or on account of any tax on Recall's income or capital gain) incurred or sustained by Recall in connection with the provision of the Services

9 10 The Customer authorises Recall to subcontract or assign the whole or any part of the provision of the Services

9 11 Every right, exemption from liability and defence to which Recall is entitled in accordance with this Agreement shall also be available and shall extend to protect all subcontractors

9 12 Any notice under this Agreement must be in writing and delivered personally by facsimile or email or by prepaid post to the facsimile number or address provided by the Customer as varied by written notice

9 13 The Customer may not assign its rights under this Agreement without first obtaining Recall's prior written consent

9 14 Any claim for missing or damaged Records must be made in writing to Recall within 30 days after delivery to the Customer No other action arising out of or in connection with this Agreement (other than an action by Recall for any amount due to Recall) may be brought more than one year after the cause of action arose

10. DISPUTE RESOLUTION

10 1 If a dispute arises under this Agreement a party may give written notice to the other specifying the dispute and requiring its resolution under this clause (*Notice of Dispute*)

10 2 If the dispute is not resolved within 14 days of the Notice of Dispute the parties may jointly refer the dispute to mediation in accordance with this clause

10 3 If the parties are unable to agree on a mediator within 21 days of the Notice of Dispute the mediator shall be appointed by the Chief Executive of the New Zealand Chapter of LEADR

10 4 The parties must pay the mediator's fees in equal shares Each party must pay its own costs of the mediation

10 5 If the dispute is not resolved within 28 days after the appointment of the mediator the parties shall be free to commence court proceedings

10 6 This clause does not prevent any party from obtaining any injunctive, interlocutory or declarative relief from a court which may be urgently required

11. DOCUMENT MANAGEMENT SOLUTIONS AND DATA PROTECTION SERVICES

11 1 Where the Services provided pursuant to this Agreement includes services within the "Document Management Solutions" and "Data Protection Services" lines of business this clause 11 applies in respect of those services

11 2 Where the Services involve the destruction of Records which are already in Recall's possession the title to those Records passes to Recall upon Recall receiving a written notice from passes to Recall upon Recall receiving a written notice from the Customer authorising Recall to destroy the Records

11 3 Where Recall has specified that it will maintain the Records in a room at a particular temperature Recall will use reasonable commercial endeavours to maintain that temperature However Recall cannot guarantee that that temperature will be maintained at all times

11 4 For the avoidance of doubt the Customer acknowledges and agrees that Recall is not an insurer of the Records

12. SECURE DESTRUCTION SERVICES

12 1 Where the Services provided pursuant to this Agreement include services within the "Secure Destruction Services" line of business this clause 12 applies in respect of those services

12 2 Where the Services involve the destruction of Records the title to those Records passes to Recall when the Records are removed from the Customer's premises by Recall or upon delivery to Recall's premises by the Customer, whichever is the earlier

12 3 Any Records not contained in a bin provided by Recall will not be collected unless clearly directed by the Customer, and it is the Customer's responsibility to ensure that the correct material is removed by Recall

12 4 The Customer

(a) must not remove, deface, cover up or interfere in any way with any equipment (including any identifying marks of ownership on equipment) provided by Recall,

(b) acknowledges that it has no proprietary rights to any equipment provided by Recall and will not purport to sell lease or otherwise part with possession of such equipment without Recall's approval,

(c) must compensate Recall for any loss or damage to such equipment (caused by someone other than Recall) at Recall's then current replacement cost for that item of equipment plus any other costs incurred by Recall in connection with the loss of or damage to such equipment

13. SUPPLY MANAGEMENT AGREEMENTS

13 1 Where the Services are provided to a Customer who is not the owner of the Records but is a third party intermediary (whether a facilities management company or an independent contractor) this clause 13 shall apply

13 2 The Customer warrants that it has authority to contract with Recall on the terms of this Agreement, under the terms of the contract between the Customer and the owner of the Records

13 3 The Customer is obliged to provide a copy of this Agreement to the owner of the Records and to bring to the owner's attention the limitation of liability provisions contained in this Agreement

13 4 The Customer warrants that, in circumstances where the owner of the Records does not provide destruction instructions directly to Recall it is authorised to order destruction of the Records by Recall in accordance with the terms of this Agreement

14 INTELLECTUAL PROPERTY

14 1 Where Recall provides web-based or electronic technology as part of the Services that technology is provided for use by the Customer as a licensee on a non-exclusive basis solely for the purposes of making use of the Services provided by Recall and otherwise in accordance with the attached Technology Licence

14 2 The Customer acquires only the right to use the technology via the internet (or other telecommunications connection as agreed between the parties) but does not acquire any rights of ownership All right, title and interest in the technology shall at all times remain the property of Recall

SCHEDULE 1 Services and Charges

SCHEDULE 2 ReView Technology Licence
(applicable for ReView Customers only)

recall™

Service Agreement No: RCM01229

Service Agreement between
Brambles New Zealand Limited of
C/- BDO Spicers, Level 8 Westpac Tower 120 Albert Street Auckland, trading
as Recall Total Information Management ("Recall")

and

New Zealand Superannuation Fund (ABN:) **("Customer")**

Contract Start Date: (dd/mm/yyyy)	3rd April 2006	Parent Account No:	123900
Initial Term:	24 months	Recall Sales Person:	Mark Nicholls
Customer Address:	Private Bag 106607, AUCKLAND		

Recall New Zealand Terms and Conditions Version 6 2 August 2006

RECALL STANDARD TERMS AND CONDITIONS

FOR NEW ZEALAND

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the contrary intention appears or the context requires otherwise

Agreement means these terms and conditions and any appendix or schedule to them.

Charges mean the charge or charges for the Services as listed in Schedule 1.

Confidential Information means information relating to the Customer's business affairs acquired by Recall in the course of providing the Services and includes the Records and any Personal Information but excludes all information which is in the public domain or was known by Recall prior to the disclosure by the Customer.

Force Majeure Event means any cause outside the party's reasonable control, including but not limited to an act of God, government or quasi-government act or regulation, riot, act of terrorism, war, flood, fire, industrial disputes and epidemics or any risks to health or safety.

GST means any consumption tax, goods and services tax, value-added tax and any similar tax, impost or duty.

Initial Term means the period specified on the cover sheet (or if not so specified the period of 12 months) commencing on the Start Date.

Insolvency Event includes the winding up, dissolution or cessation of business, the appointment of an administrator, liquidator, receiver or an official manager, an assignment for the benefit of creditors, scheme or arrangement with creditors, insolvency, and bankruptcy of a party or any similar procedure.

Minimum Charge means the charge (if any) specified in Schedule 1 as the minimum charge per invoice period.

Personal Information has the meaning assigned to it in the Privacy Act.

Privacy Act means the Privacy Act 1993 (NZ) as amended and includes the regulations and any guidelines issued by the Privacy Commissioner from time to time.

Records means items provided by the Customer to Recall for the purposes of Recall providing the Services including but not limited to any information storage medium (such as documents, paper records, magnetic tapes, rigid and floppy disks, CD ROMs, DVD, video tapes, microfiche and microfilm or other computer media) and any accompanying containers and packaging materials.

Services means:

(a) all of the services relating to the collection, scanning, cataloguing, digitising, retrieval, refiling, tracking, swapping (including loading computer media into customer devices), delivery, storage or destruction of Records referred to in Schedule 1, and

(b) the additional services offered by Recall and requested by the Customer from time to time.

Special Conditions means those conditions specified as such in the cover sheet of this Agreement.

Start Date means the date specified as the start date on the cover sheet of this Agreement.

Technology Licence means the licence attached in Schedule 2 in circumstances where Recall provides web-based or electronic technology as part of the Services.

1.2 Interpretation

In this Agreement, unless the contrary intention appears:

(a) the singular includes the plural and vice versa,

(b) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes, assigns, employees, agents, representatives and contractors,

(c) if a period of time is specified, and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day,

(d) headings in this agreement are inserted for convenience and do not affect the interpretation of this agreement,

(e) a reference to a statute, ordinance, code, mandatory guideline or other law includes regulations and other instruments under, and consolidations, amendments, re-enactments, extensions or replacements of that statute, ordinance, code, guideline or law,

(f) a reference to a clause or provision is a reference to a clause or provision under this Agreement, and

(g) the Special Conditions form part of this Agreement and prevail to the extent of any inconsistency between the Special Conditions and these general terms and conditions.

2. SERVICES

2.1 Recall agrees to provide and the Customer agrees to accept the Services upon the terms and conditions of this Agreement.

2.2 Recall agrees, having regard to the nature of the Services being provided, to perform the Services in a proper and professional manner and in accordance with industry practice.

2.3 The parties may at any time agree in writing for Recall to provide additional services for the remainder of the term of this Agreement. The additional services will be provided to the Customer pursuant to the terms and conditions of this Agreement.

3. TERM OF THE AGREEMENT

3.1 This Agreement commences on the Start Date and continues for the Initial Term unless terminated earlier in accordance with clause 6. Either party may terminate this Agreement with effect from the end of the Initial Term by giving the other party written notice not less than 60 days before the end of the Initial Term.

3.2 If this Agreement is not terminated as at the end of the Initial Term, this Agreement continues automatically for equal succeeding periods (equivalent to the Initial Term) until it is terminated with effect from the end of the then current period by either party giving written notice to the other not less than 60 days before the end of that current period.

4. CHARGES AND PAYMENT

4.1 In consideration of the provision of Services by Recall, the Customer must pay the Charges to Recall within 14 days after the date of each invoice.

4.2 Where a Minimum Charge is specified in respect of a particular Service, the charge payable for that Service for a particular invoice period will be the greater of:

(c) the Minimum Charge for that Service pro-rated for the relevant invoice period; and

(e) the charges for the invoice period calculated according to the rate specified for the relevant Service in Schedule 1.

4.3 In addition to the Charges, the Customer will pay to Recall any GST in respect of the provision of the Services, on the same date on which payment for the relevant Services are due and payable.

4.4 Recall may vary the Charges at any time by 2 months notice in writing to the Customer.

4.5 The Customer must pay an additional charge for any additional services requested by the Customer. The charge for Services not specified in Schedule 1:

(a) will be at Recall's then-current standard charge to other customers for that service (List Price), and

(b) must be paid by the Customer within 14 days after the date of the relevant invoice.

4.6 All charges and payments payable by the Customer to Recall under this Agreement must be paid free of set-off and without deduction.

4.7 If the relevant payment is not received from the Customer by the date when it is due and payable, Recall may in addition to its rights and remedies at law or equity do any one or more of the following:

(a) charge the Customer interest on the outstanding amount from the due date, at a rate equivalent to Recall's principal banker's commercial lending rate as at the due date plus a margin of 2% per annum and compounded monthly;

(b) recover from the Customer any reasonable costs, which Recall may incur in recovering any outstanding amounts from the Customer;

(c) suspend all or part of any Service until the Customer has paid to Recall all outstanding amounts;

(d) exercise its rights under its lien and keep the Records until the Customer has paid to Recall all outstanding amounts;

(e) return the Records to the Customer at the Customer's address last notified to Recall;

(f) terminate this Agreement by giving 7 days written notice; and

(g) where invoices remain unpaid for a period of 12 months and the Customer has not responded to notices from Recall in relation to the unpaid invoices Recall may, without further notice to the Customer destroy the Records in its possession.

5. THE CUSTOMER'S ACKNOWLEDGMENTS

5.1 The Customer acknowledges and agrees that:

(a) the Customer is satisfied that the Services are suitable for its Records and/or requirements;

(b) the Customer will not provide to Recall (including for storage, destruction or handling) any liquids, food, materials which are of an explosive nature, material which is in the process of combustion or highly flammable, sharp objects, heavy metallic objects or anything that is dangerous or could become dangerous (even if only in particular circumstances);

(c) whilst Recall will take all reasonable steps to ensure that all Records in its custody or control are protected against theft, fire, accidental or intentional disclosure to unauthorised persons, loss or unauthorised modification or destruction, Recall will not be responsible for any loss due to natural degeneration of any Records over time;

(d) Recall has relied on information from the Customer as to the Customer's anticipated levels of retention, retrieval and container services in setting the Charges. Should the Customer remove more than a significant portion of its Records and/or containers on a permanent basis before expiry of this Agreement resulting in a material decrease in relevant activity levels, Recall reserves the right to revise the Charges accordingly;

(e) without limiting its rights at law or equity Recall shall have a lien on the Records and any documents relating to the Records for all sums payable by the Customer to Recall in respect of the Services;

(f) the Records are carried by Recall at the owner's (Customer's) risk for the purposes of the Carriage of Goods Act 1979 (NZ) and that the provisions of the Act which impose any liability or obligation on Recall shall not apply to the extent that it is permissible to contract out of those provisions;

(g) Recall is not responsible for ensuring that the Customer complies with any statutory or other obligations that the Customer may have regarding the preservation or maintenance of the Records;

(h) the Customer must comply with all relevant requirements under all applicable occupational health and safety legislation and comply with all reasonable directions by Recall to ensure the health and safety of all persons involved in the performance of the Services;

(i) where Recall is not reasonably satisfied in relation to the Customer's compliance with clause 5.1(h), Recall may suspend the performance of the relevant Service(s) until such time that it is satisfied in relation to those issues; and

(j) in the event that Recall is unable to perform the Services requested by the Customer due to the Customer's default, the Customer will be liable to pay for those Services as if those Services had been rendered.

6. TERMINATION

6.1 Without limiting their other rights under this Agreement, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

(a) an Insolvency Event occurs in respect of the other party; or

(b) the other party materially breaches this Agreement and fails to correct the breech within 14 days after notice of that breach from the non-breaching party.

7. CONFIDENTIALITY OF RECORDS FOR STORAGE OR DESTRUCTION

7.1 Recall will take all reasonable measures to ensure that all Confidential Information and Personal Information collected by the Customer and held in connection with this Agreement is protected from misuse, unauthorised access, modification or disclosure.

7.2 Where Recall is under a legal obligation to disclose the Confidential Information, Recall will take reasonable steps to ensure that the recipient of the Confidential Information keeps it confidential.

7.3 At all times when collecting Personal Information from individuals, the Customer will ensure that such individuals are made aware that the Customer may transfer possession of their Personal Information to outside contractors for storage purposes.

7.4 The Customer will ensure that it has adequate processes in place for updating, amending or correcting Personal Information held by Recall in connection with this Agreement. Recall's obligations in this regard will be limited to retrieving the relevant Personal Information for the Customer, such retrieval to be treated as part of the Services and charged accordingly.

8. LIABILITY

8.1 To the extent permitted by law, all conditions and warranties, guarantees, assurances and representations not expressly included in this Agreement are excluded.

8.2 The Customer acknowledges that where it is acquiring services for business purposes, the provisions of the Consumer Guarantees Act 1993 (NZ) are excluded.

8.3 To the extent permitted by law, Recall is not liable for and the Customer releases Recall from all liability in tort, contract, bailment or otherwise in respect of any loss, damage, expense, injury or death arising out of or in connection with the performance, non-performance, breach or other matter arising out of this Agreement, including but not limited to, liability due to negligence, breach of the wilful act or default of Recall, its agents or employees or subcontractors (including for the avoidance of doubt misdelivery or failure to deliver or delay in delivery of the Records in transit or in storage).

8.4 Despite any other clause of this Agreement, Recall is not liable for any indirect, economic or consequential losses arising out of or in connection with this Agreement, including but not limited to any loss of profits or loss of information contained in the Records.

8.5 To the extent that Recall's liability cannot be limited in the manner provided in clauses 8.2-8.4, Recall's total maximum liability under this Agreement whether relating to direct or indirect loss, (including liability due to negligence, breach or wilful act or default) in respect of:

(a) an event or related series of events shall not exceed $2,500; and

(b) all events occurring in any 12 month period shall not exceed the lesser of:

(i) $10,000; and

(j) an amount equivalent to the Customer invoiced Charges in the past 12 months.

9. GENERAL

9.1 Recall is taken to have duly delivered Records to an address if a person there signs a delivery docket for the Records. Recall is taken to have duly collected Records from an address if Recall gives a person there a receipt for the Records.

9.2 This Agreement constitutes the entire agreement between the parties and supersedes all previous

Recall New Zealand Terms and Conditions Version 5.2 August 2005

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Te Tari Taiwhenua
Internal Affairs

Memorandum

in connection with the Microsoft Cloud, Software and Services Agreement with Microsoft Ireland Operations Limited

The Parties

The Sovereign in Right of New Zealand acting by and through the Chief Executive of the Department of Internal Affairs **(Lead Agency)**

and

Guardians of New Zealand Superannuation as manager and administrator of the New Zealand Superannuation Fund **(Affiliate)**

The Memorandum

The documents forming the Memorandum of Understanding are

1. This Memorandum, including the Terms Specific to the Framework Agreement.
2. All other Memoranda executed by the parties in relation to any other Framework Agreements.
3. The Memorandum of Understanding – Standard Terms.

How to read the Memorandum of Understanding

1. Together the above documents form the whole Memorandum of Understanding.
2. Defined terms are either defined in this Memorandum or in the definitions section in the Memorandum of Understanding – Standard Terms.

Acceptance

In signing this Memorandum each party acknowledges that it has read and agrees to be bound by it.

For and on behalf of the **Lead Agency**:

[redacted] 9(2)(a)

(signature)

Name: Kevin McCashin

Position: Manager, ICT Capabilities and Change

Date: 17/09/2024

For and on behalf of the **Affiliate**:

DocuSigned by:
Rob Posgate
DF856A622343471...

(signature)

Name: Rob Posgate

Position: Legal Counsel

Date: 23 September 2024 | 9:15 AM NZST

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Terms specific to the Framework Agreement

1. Purpose

1.1 Framework Agreement

The Lead Agency has entered into the Microsoft Cloud, Software and Services Agreement with Microsoft Ireland Operations Limited (**Vendor**) dated on or about August 2024 (the **Framework Agreement**).

1.2 Affiliate Agreement

Eligible Agencies can purchase Services under the Framework Agreement following execution of this Memorandum with the Lead Agency and execution of an Affiliate Agreement with the Vendor.

1.3 Purpose of Memorandum

The Lead Agency administers the Framework Agreement. This Memorandum sets out the Lead Agency's and Affiliate's rights and obligations, as between each other, and other matters related to the Lead Agency's role in managing the Vendor and the Framework Agreement.

1.4 MOU and standard terms

The Memorandum of Understanding – Standard Terms sets out the standard terms that apply to the MOU, and this Memorandum sets out the particular terms that are required for the Framework Agreement.

1.5 Affiliates responsible for use of Services

The Services are the Vendor's standard offerings. No Services have been assessed by the Lead Agency for any particular use and no open advertisement procurement process has been conducted. Affiliates remain responsible for ensuring their own use of the Services are appropriate and that any procurement process obligations are met.

2. Governance Contact details

2.1 Lead Relationship Manager

The name and contact details for the Lead Agency's Lead Relationship Manager (see clause 3.1(a) of the Memorandum of Understanding – Standard Terms) are as follows:

Roger Bowron
Supplier Portfolio and Contracts Manager
Digital Public Service Branch
AoG Services Delivery
Department of Internal Affairs
45 Pipitea Street
PO Box 10-526
Wellington 6143
Email: subscriptions@dia.govt.nz

Docusign Envelope ID: 4B4B9042-B129-4F5A-9ED0-28F1C011E658

2.2 Affiliate Representative

The name and contact details for the Affiliate Representative (see clause 3.1(b) of the Memorandum of Understanding – Standard Terms) are as follows:

Ian Cormack
Manager, Cloud Operations
PO Box 106607, Auckland 1143, New Zealand
09 366 4913
icormack@nzsuperfund.co.nz

2.3 Contact Details for Notices

The parties' contact details for notices (see clause 13.2 of the Memorandum of Understanding – Standard Terms) are as follows:

Lead Agency

Manager Commercial & Supplier Relationships
Digital Public Service Branch
Department of Internal Affairs
45 Pipitea Street
PO Box 10-526
Wellington 6143
Email: subscriptions@dia.govt.nz

Copied to:
Chief Legal Advisor
Department of Internal Affairs
Level 6
42 Pipitea Street
Wellington 6140
Email: legalnotices@dia.govt.nz

The Affiliate

General Counsel
Guardians of New Zealand Superannuation
PO Box 106607, Auckland 1143, New Zealand
legal@nzsuperfund.co.nz

Copied to:
Office Manager
Guardians of New Zealand Superannuation
PO Box 106607, Auckland 1143, New Zealand
kmarshall@nzsuperfund.co.nz

3. Additional terms for Microsoft Cloud, Software and Services Agreement

3.1 Definitions

The definition of Eligible Agency in the Memorandum of Understanding – Standard Terms shall not apply to this MOU in respect of the Microsoft Cloud, Software and Services Agreement and instead the following definition shall apply:

Eligible Agency has the meaning set out below. If the Lead Agency and Microsoft agree to amend the Microsoft Cloud, Software and Services Agreement by amending the definition of "Eligible Agency" in such agreement, the amended definition will also apply to this MOU:

(a) each department as defined in section 5 of the Public Service Act 2020;

(b) the New Zealand Defence Force, the New Zealand Police, the Parliamentary Counsel Office, Office of the Clerk of the House of Representative, the Parliamentary Service; Parliamentary Corporation, and Parliamentary Services Commission;

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(c) each Crown entity, as defined in section 7 of the Crown Entities Act 2004;

(d) each organization listed in schedules 4, 4A and 6 to the Public Finance Act 1989;

(e) the Reserve Bank of New Zealand;

(f) the Office of the Controller and Auditor-General, the Office of the Ombudsmen, and the Office of the Parliamentary Commissioner for the Environment;

(g) the following State Owned Enterprises as listed in the first schedule to the State-Owned Enterprises Act 1986:

1) Airways Corporation of New Zealand Limited;

2) Animal Control Products Limited;

3) Electricity Corporation of New Zealand Limited;

4) Transpower New Zealand Limited;

(h) the Local Government Commission, and any local authority or any council-controlled organisation (both as defined in the Local Government Act 2002);

(i) Teaching Council of Aotearoa New Zealand; and

(j) any agency that is not an entity referred to in paragraphs (a) to (i) above, but that is located in New Zealand and the Lead Agency and Microsoft agree in writing is eligible or is an "eligible entity" as defined in the Microsoft Government Eligibility Definition document applicable to New Zealand, which is published by Microsoft from time to time at http://www.microsoftvolumelicensing.com or at a successor site that Microsoft identifies. For the avoidance of doubt, any minimum or required number of license orders (or similar) specified in that Government Eligibility Definition document shall not apply for the purpose of determining whether an agency is an "eligible entity" under that document.

An agency is not an Eligible Agency where the agency:

(k) is a State enterprise as defined in section 2 of the State-Owned Enterprises Act 1986 or a publicly listed company (or a subsidiary of either of those types of entities), unless that State enterprise or company is listed in (g) above or agreed in writing by the Lead Agency and Microsoft to be eligible in accordance with section (j) above;

(l) is a "Qualified Educational User" that qualifies for Microsoft's academic edition products, as defined in the New Zealand specific document athttps://www.microsoft.com/licensing/docs/view/Industries--Education?lang=1 (or a successor site);

(m) is a "Private School" or a "State School" as defined in the Microsoft School Framework Agreement for the New Zealand Ministry of Education (Framework Agreement number N37) between the Crown and Microsoft Operations Pte. Limited (or any successor agreement); or

(n) has breached any license agreement with any Microsoft affiliate and subsequently had that license agreement terminated by that Microsoft affiliate in accordance with its terms.

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3.2 Other terms

(a) **Information sharing**: The Microsoft Cloud, Software and Services Agreement includes an information sharing regime as Schedule 3 to the Microsoft Cloud, Software and Services Agreement, which is incorporated into and forms part of all Affiliate Agreements. Schedule 3 to the Microsoft Cloud, Software and Services Agreement is attached as Appendix A to this Memorandum. The Affiliate consents to the sharing of information as set out in Appendix A.

(b) **Security breaches and outages**: If the Affiliate becomes aware that a significant security breach or significant system outage has occurred in respect of the Microsoft products or services that it purchases under the Microsoft Cloud, Software and Services Agreement, the Affiliate will use reasonable endeavours to promptly notify the Lead Agency and provide the Lead Agency with reasonable information in relation to the security breach or outage. The Lead Agency may share this information with the National Cyber Security Centre. Significant security breaches or significant system outages should be notified to [redacted] 9(2)(k) - improper purpose

(c) **Administration Fee**: In addition to clause 9 of the Memorandum of Understanding – Standard Terms, the following provisions apply in respect of the Administration Fee:

(i) Amount

(1) As at the Commencement Date, the Administration Fee is 1.75% of the fees paid by the Affiliate under the Affiliate Agreement.

(2) The Lead Agency may request reports from the Affiliate, the Affiliate's reseller (if any) or the Vendor to enable the Lead Agency to confirm the fees paid by the Affiliate under the Affiliate Agreement.

(ii) GST

The Affiliate will also pay to the Lead Agency the amount of any goods and services tax (GST) that is chargeable on the Administration Fee.

(iii) Invoices

The Lead Agency will invoice the Affiliate for the Administration Fee annually, or in accordance with any other period as agreed in writing by the parties, in arrears for the fees paid by the Affiliate under the Affiliate Agreement within the period to which the invoice relates. The payment period covered will be listed on each invoice.

(iv) Payment

The Affiliate will pay to the Lead Agency the amounts specified in each invoice by the 20th of the month following the month in which the invoice is received by the Affiliate.

(v) Invoice disputes

The Affiliate shall promptly notify the Lead Agency in writing if it disputes any invoice or any amount in an invoice. The Affiliate:

(1) may withhold payment of any reasonably disputed sum until the dispute is resolved;

(2) shall pay to the Lead Agency the undisputed amount of the invoice in accordance with clause (iv) above; and

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(3) shall deal with the disputed amount of an invoice, or a disputed invoice, in accordance with clause 8 of the Memorandum of Understanding – Standard Terms.

(vi) Purchase order, billing information and other requirements

The Lead Agency will include any specific information the Affiliate requires on its invoices, as set out below:

(1) Affiliate Purchase Order Number (if applicable):

[insert details].

(2) Affiliate Billing Name (if applicable and different from Affiliate Representative):

[insert details].

(3) Any further information:

[insert details].

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Appendix A

SCHEDULE 3: INFORMATION SHARING

1. INTRODUCTION AND OBJECTIVE

1.1 **Introduction**: This Schedule 3 (Information Sharing) outlines the information that Microsoft may provide to the Department and the National Cyber Security Centre (**NCSC**), and the information that the Department, the NCSC and Enrolled Affiliates can share with each other, in relation to the Master Agreement and Affiliate Agreements.

1.2 **Notification**: The Department will notify Eligible Agencies of this Schedule 3 and that this Schedule 3 forms part of their Affiliate Agreements.

1.3 **Interpretation**: Unless the context otherwise requires, terms defined in the Agreement bear the same meaning in this Schedule.

2. RELEASE OF INFORMATION

2.1 **Confidential Information**

This Schedule 3 is subject to clause 6 of the Master Agreement (concerning Confidential Information). The parties each agree that:

(a) they will not release the other party's Confidential Information other than under this Schedule 3 or in accordance with the Master Agreement; and

(b) this Schedule 3 is not intended to change the character or quality of Confidential Information.

2.2 **Enrolled Affiliates**

Microsoft will notify the Department when an Eligible Agency becomes an Enrolled Affiliate.

2.3 **Information sharing**

Each party agrees that the other parties may share information:

(a) identified in Appendix A (Information Sharing Table);

(b) with the parties identified in Appendix A as those to whom the information can be shared, and their legal counsel,

provided that:

(c) where there is an agreement identified in Appendix A for a party, that agreement is executed by the relevant parties before the information is shared and such parties are required to protect Confidential Information on terms no less protective than Section 6

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(Confidentiality) of the Master Agreement;

(d) in the case of sharing information with NCSC in accordance with this section, NCSC is required via a Memorandum of Understanding between the Department and the Government Communications Security Bureau to protect Confidential Information on terms no less protective than Section 6 (Confidentiality) of the Master Agreement;

(e) only the Department or Microsoft are permitted to share the "Agreement documents" with any other party. Where the Department shares "Agreement documents" as defined in Appendix A, these must be provided in a read-only format; and

(f) unless otherwise specified in this Schedule, the NCSC must only request access to information it is eligible for as specified in Appendix A directly from the Department, and not from Microsoft, except where the NSCS is requesting such information as an Enrolled Affiliate.

2.4 **Consumption reporting**

Microsoft will provide consumption reporting to the Department as set out in Schedule 4 (Governance) to assist the Department to understand and monitor the use of Products and Professional Services by Enrolled Affiliates and to enable the Department and the NCSC to perform their roles as functional and system leaders in the context of the New Zealand government ("Purpose"). Such reporting is made available by Microsoft:

(a) 'as-is' without any warranty, whether express or implied by statute;

(b) shall be deemed Microsoft Confidential Information and, subject to this Schedule, shall be treated as such in accordance with Section 6 (Confidentiality) of the Master Agreement; and

(c) shall be provided directly to the Department only. NCSC may acquire the relevant consumption reporting by request to the Department.

The Department agrees that the consumption reporting:

(d) will only be used for the Purpose provided and solely for the Department's and NCSC's internal purposes; and

(e) notwithstanding Section 6 (Confidentiality) of the Master Agreement, the consumption reporting and the information within such reports shall not, unless Microsoft provides its prior written agreement, be reproduced, modified or provided to any third party, except as required by Section 6(c)(iv) of the Master Agreement, including to:

(i) Eligible Agencies even as part of any meetings that are conducted in accordance with Schedule 4 (Governance) where an Eligible Agency is in attendance;

(ii) any Representatives of the Department except for employees of the Department or the Department's legal counsel and only in accordance with Section 6 (Confidentiality) of the Master Agreement; and

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(iii) any Representatives of the NCSC except for employees of NCSC or NCSC's legal counsel and only in accordance with Section 6 (Confidentiality) of the Master Agreement.

Microsoft reserves the right to suspend the provision of consumption reporting pending an investigation into the Department and/or NCSC's compliance with this paragraph 2.4 and will continue to withhold it thereafter if Microsoft reasonably finds that the Department or NCSC has not complied. For the purposes of this paragraph, "consumption" means Products purchased and used by Eligible Agencies through an Enrollment.

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Appendix A: Information Sharing Table

Parties with whom information may be shared	Information that can be shared							
	Agreement documents	**Amendments**	**Consumption information**	**Projects involving artificial intelligence**	**Projects involving indigenous data**	**Major Incidents**	**Security Incidents**	**Operational Performance**
	All template documents that, once executed, form an Affiliate Agreement, including the Master Agreement and its Schedules	Summary Register of contract amendments entered into between Microsoft and Enrolled Affiliates to include details of amendment including discounts.	Information regarding an Enrolled Affiliate's use of Products and Professional Services, including fees paid, number of licenses purchased and amounts of Online Services consumed	Information regarding how Enrolled Affiliates have implemented AI in significant projects	Information regarding how indigenous data (including Māori data) was treated, including classification and security controls	Information regarding major service outages affecting multiple Eligible Agencies, including root cause analysis (if known), agencies impacted, impact to agencies (to the extent known by Microsoft), post incident reports	All information regarding Security Incidents shared by Microsoft with an Enrolled Affiliate in accordance with the Data Protection Addendum	All SLA reports provided to the Department by Microsoft

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Department **Master Agreement**	√	√	√	√	√	√	√	√
Microsoft **Master/Affiliate Agreement**	√	√	√	√	√	√	√	√
Enrolled Affiliates **Affiliate Agreement**	√ (excluding Governance schedule)	X	X	√	√	√	√	√
Eligible Agencies **MOU with confidentiality obligations similar to section 6 of the Agreement**	√ (excluding Governance schedule)	X	X	X	√	X	X	X
NCSC **MOU**	√	√	√	√	√	√	√	√

Microsoft Volume Licensing

Amendment to Contract Documents

Agreement Number	U5038311	7-WMDMQCY7Z

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.

Amendments to the Microsoft Cloud, Software and Services Agreement

1. **Parties**

The paragraph headed 'Parties' on page 1 is amended by:

(a) deleting and replacing the reference to "General Manager, Commercial Strategy and Delivery" with a reference to "General Manager, All of Government Services Delivery" in the Contact Name for The Department; and

(b) deleting and replacing the reference to "chris.webb@dia.govt.nz" with a reference to "Jane.Kennedy@dia.go.nz" in the Contact E-mail Address for The Department.

2. **Definitions**

Section 1 (Definitions) on pages 2 to 5 is amended by:

(a) deleting and replacing the definition of "Online Services Terms" with:

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Product Terms Site, incorporating the Data Protection Addendum, and updated from time to time.

(b) deleting the reference to "Volume Licensing Site" in the definitions of "Product Terms" and "Use Rights" and replacing with a reference to "Product Terms Site";

(c) inserting the following new definitions:

"Data Protection Addendum" means the Microsoft Online Services Data Protection Addendum published on the Volume Licensing Site.

"Product Terms Site" means https://www.microsoft.com/licensing/terms/welcome/welcomepage or a successor site.

3. **Eligible Agencies**

Subsection 3.a. (Criteria for participating) on page 6 is amended by:

(a) deleting and replacing the reference to "Software and Cloud Master Agreement" with a reference to "Master Agreement" in the first paragraph;

(b) deleting and replacing subsection 3.a.i with the following:

i. each department as defined in section 5 of the Public Service Act 2020;

(c) deleting and replacing subsection 3.a.ix. with the following:

ix. Teaching Council of Aotearoa New Zealand; and

(d) deleting subsection 3.a.x.and the existing subsection number 3.a.xi. is updated accordingly.

4. **Privacy and compliance with laws**

Section 7 (Privacy and compliance with laws) on page 12 is amended by:

(a) inserting a new subsection d. as follows:

d. **Privacy Act 2020.** When using or otherwise processing Customer Data and Personal Data for Microsoft's legitimate business operations incident to delivery of the Online Services as described in the Data Protection Addendum, Microsoft will comply with the Privacy Act 2020 (NZ).

5. **Miscellaneous**

Subsection 15.a. (Notices) on page 19 is amended by:

(a) deleting and replacing the Details for Notices for Microsoft with:

Microsoft Ireland Operations Limited
c/o Microsoft Operations Pte Ltd
Dept. 551, Volume Licensing
182 Cecil Street
#13-01 Frasers Tower
Singapore 069547
Republic of Singapore

Copies should be sent to:

Microsoft Corporation
Corporate, External and Legal Affairs
Volume Licensing Group
One Microsoft Way
Redmond, WA 98052
USA

Via Facsimile +1 (425) 936-7329

(b) deleting and replacing the reference to "General Manager, Commercial Strategy and Delivery" with a reference to "General Manager, All of Government Services Delivery" in the Details for Notices for The Department.

6. **Schedule 2 (Changes to the Enterprise Agreement)**

(a) The section headed Enterprise Agreement is amended by:

(i) inserting "and the Data Protection Addendum" at the end of reference to "(4) the Online Services Terms" in paragraph 1; and

(ii) inserting a new paragraphs 4 and 7 as follows:

4. Section 2 (Licenses for Products) is amended by adding a new subsection 2.h. as follows:

h. Statutory reorganisation. Where by operation of statute the Enrolled Affiliate is reconstituted into or within a new legal entity, or the functions and powers of the Enrolled Affiliate are transferred to a new legal entity, and in either case provided that the new legal entity is an Eligible Agency and, where required, agrees in writing to comply with the terms of this agreement: (1) the agreement must be treated as if the new legal entity were the party to the agreement instead of the original Enrolled Affiliate, (2) unless the context otherwise requires, every reference in the agreement to the Enrolled Affiliate is to be read as a reference to the new legal entity, and (3) Microsoft will work with the new legal entity in good faith to determine how to accommodate its changed circumstances in the context of this agreement.

In the case of a reorganization event, Microsoft will apply the best pricing concessions of the associated Enrollments to the newly formed entity's Enrollment from the next Anniversary or Effective Date whichever is applicable.

7. Section 5 (Term and termination) is amended by adding a new subsection 5.f. as follows:

f. Rollover of certain amendments. Any 100-250 Qualified Users/Devices Amendment, Enterprise Enrollment Companion Enrollment Amendment, or Enterprise Subscription Enrollment CTM addressing licensing of Special Affiliates Amendment, entered into by an Enrolled Affiliate under this agreement during the Initial Term, will continue in force during the Renewal Term on the same terms and conditions.

And the existing paragraphs 4 – 49 (inclusive) are updated accordingly.

(b) The section headed Enterprise Enrollment is amended by:

(i) deleting and replacing the reference to "(6) the Online Service Terms," with a reference to "(6) the Online Services Terms and the Data Protection Addendum" in paragraph 9.

(c) The section headed Enterprise Subscription Enrollment is amended by:

(i) deleting and replacing the reference to "(6) the Online Service Terms," with a reference to "(6) the Online Services Terms and the Data Protection Addendum" in paragraph 24.

(d) The section headed Server and Cloud Enrollment is amended by:

(i) inserting "and the Data Protection Addendum" at the end of reference to "(6) the Online Services Terms" in paragraph 39.

7. **Schedule 4 (Governance)**

Annexure A: Personnel is amended by:

(a) deleting and replacing the Microsoft Personnel as follows:

Microsoft Personnel

Senior Responsible Officer (SRO), Emma **Barrett**, Public Sector Director, Microsoft New Zealand

Relationship Manager, Ben Frost-Macky, Commercial Executive.

(b) deleting and replacing the Department Personnel as follows:

Department Personnel

Senior Responsible Officer (SRO), Jane Kennedy, General Manager, All of Government Services Delivery

Relationship Manager, Llewellyn Sieling, Senior Vendor and Contracts Manager, All of Government Services Delivery

8. **Schedule 5 (Charges)**

Schedule 5 (Charges) is amended by:

(a) deleting and replacing the entire Schedule 5 with the schedule set out in Exhibit A.

9. **Schedule 7 (All additional CTMS)**

Schedule 7 (All additional CTMS) is amended by:

(a) deleting all existing CTMs and inserting the CTMs set out in Exhibit B.

Exhibit A

Schedule 5 – Charges

Charges for Product Licenses ordered by Eligible Agencies during the Renewal Term

Price level

Subject to the terms set out in this Schedule 5, Eligible Agencies are entitled to price level D for all Products and pools under this Agreement, and the discounts specified in accordance with this Schedule 5.

Knowledge Workers

Where an Enrolled Affiliate has Qualified Users that are not Service Workers or Clinical Workers ("Knowledge Workers"), the following discounts shall apply solely for the Licenses ordered within that Enrolled Affiliate's Enterprise for those Knowledge Workers:

Affiliate Agreement	**Discount on applicable Government ERP**		
Contract formed by Enterprise Enrollment and/or Enterprise Subscription Enrollment	Description	SKU	Discount off of Level D
	Microsoft 365 E3 Full USL	AAA-10756 (or componentized equivalent)	[redacted]
	Microsoft 365 E3 Full USL From SA	AAA-10726 (or componentized equivalent)	
	Microsoft 365 E5 Full USL	AAA-28605 (or componentized equivalent)	
	Microsoft 365 E5 Full USL From SA	AAA-28664 (or componentized equivalent)	
	Microsoft 365 E5 Step Up from E3	AAA-28688	
	Microsoft 365 E5 Full USL Conditions apply, see note 2	AAA-28605	
	Microsoft 365 E5 Full USL From SA Conditions apply, see note 2	AAA-28664	
	Microsoft 365 E5 Security, conditional on covering 100% of E3 Users and purchased at the Renewal Order	PEJ-00002	
	Microsoft 365 E5 Security, conditional on covering 100% of E3 Users	PEJ-00002	
	Microsoft 365 E5 Compliance, conditional on covering 100% of E3 Users and purchased at the Renewal Order	PEP-00002	
	Microsoft 365 E5 Compliance, conditional on covering 100% of E3 Users	PEP-00002	

9(2)(b)(ii)

9(2)(j)

Contract formed by Server and Cloud Enrollment	Description	SKU	Discount off of Level D
	Server and Cloud Enterprise Products (excluding Azure, promotional SKUs and Online Services)	All Server and Cloud Enterprise Product SKUs (excluding Azure, promotional SKUs and Online Services)	[redacted]
Contract formed by Select Plus Affiliate Registration Form	Description	SKU	
	All Products		
Additional Products (Enterprise Enrollment, Enterprise Subscription Enrollment and Server and Cloud Enrollment	Description	SKU	
	All additional products at initial order (excluding Azure, promotional SKUs and Online Services)	Discounts are applied to all Additional Product SKUs provided they are not Azure, promotional SKUs or Online Services	

9(2)(b)(ii)
9(2)(j)

Service Workers and Clinical Workers

Where an Enrolled Affiliate has Qualified Users within in its Enterprise that are Service Workers or Clinical Workers, and has licensed Microsoft 365 E3 or Microsoft 365 E5 for all Knowledge Workers within its Enterprise, the following discounts shall apply solely for those Service Workers or Clinical Workers within that Enterprise subject to all such Service Workers or Clinical Workers being licensed. Knowledge Workers are not eligible for these discounts:

Affiliate Agreement	**Discount on applicable Government ERP**		
Contract formed by Enterprise Subscription Enrollment	Description	SKU	Discount off of Level D
	Microsoft 365 E3 Full USL From SA	AAA-10726 (or componentized equivalent)	[redacted]
	Microsoft 365 E3 Full USL	AAA-10756 (or componentized equivalent)	
	–Microsoft 365 E5 Full USL From SA	AAA-28664 (or componentized equivalent)	
	–Microsoft 365 E5 Full USL	AAA-28605 (or componentized equivalent)	
	Microsoft 365 E5 Full USL Conditions apply, see note 2	AAA-28605	
	Microsoft 365 E5 Full USL From SA Conditions apply, see note 2	AAA-28664	

9(2)(b)(ii)
9(2)(j)

	Microsoft 365 E5 Step Up from E3	AAA-28688	[redacted]
	Shared Account Profile, Includes Exchange Online P2 and Exchange Online Archiving Conditions apply, see note 7	TQA-00001 and 4DS-00001	[redacted]
	Shared Account Profile, Includes M365 F3, Exchange Online P2 Step Up and Exchange Online Archiving Conditions apply, see note 7	JFX-00003, TQA-00004 and 4DS-00001	[redacted]

9(2)(j)

Azure

The Azure "Pay As You Go" discount will be applied automatically to the Enterprise Subscription and/or Enterprise Enrollment at renewal. In any of the following discount scenarios, Microsoft may wish to include other non-discount incentives that may precipitate a need to either add a commitment or increase the baseline commitment to the following core offers.

Affiliate Agreement	**Discount on applicable Government ERP**		
Contract formed by Enterprise Subscription Enrollment or Enterprise Enrollment.	Description		
	Azure "Pay As You Go" discount or a Microsoft Azure Consumption Commitment if agreed with the Enrollment Affiliate.		[redacted]
Contract formed by Server & Cloud Enrollment with 4 Year Term	Azure discount subject to Microsoft Azure Consumption Commitment (MACC) of NZD 7.5M (or greater as agreed with Enrollment Affiliate) over three years		
Contract formed by Server & Cloud Enrollment with 4 Year Term	Azure discount subject to Microsoft Azure Consumption Commitment (MACC) of NZD 16M (or greater as agreed with Enrollment Affiliate) over three years		

9(2)(b)(ii)

9(2)(j)

Notes:

Note 1: The Department and each Enrolled Affiliate or Registered Affiliate (as the case may be) acknowledge that the Charges set out in this Schedule 5 have been agreed to by Microsoft on the basis that each Enrolled Affiliate or Registered Affiliate is an Eligible Agency. If at any time during the term of an Enrollment, an Enrolled Affiliate no longer qualifies as an Eligible Agency (the date on which this occurs being the "Enrolled Affiliate Disqualification Date"), then:

1) the Charges set out in this Schedule 5 will not apply to that Enrolled Affiliate from the Enrolled Affiliate Disqualification Date;

2) Microsoft may establish a new price level for future orders by that Enrolled Affiliate effective from the Enrolled Affiliate Disqualification Date;

3) Microsoft may offer a commercial licensing agreement to Enrolled Affiliate from the next Enrollment Anniversary Date; and

4) the relevant Affiliate Agreement will terminate on the next Enrollment Anniversary Date.

If at any time during the term of a Select Plus Agreement, a Registered Affiliate no longer qualifies as an Eligible Agency (the date on which this occurs being the "Registered Affiliate Disqualification Date"), then Microsoft may terminate the relevant Registered Affiliate's registration.

Note 2: The Charges set out with the Note 2 flag will only apply to the Year 1 orders placed under Enrollments during the Renewal Term. In order to qualify for this discount, an expiring Enrollment shall have either less than [redacted] of its Qualified Users licensed with M365 E5 or an expiring Enrollment with more than [redacted] of its Qualified Users licensed with M365 E5 no more than 6 months prior to the Enrollment expiry. These additional terms will enable Enrollment where a small quantity of M365 E5 was licensed purely for testing or price lock purposes and genuine early adopters of M365 E5 to receive the concession. 9(2)(b)(ii) 9(2)(j)

Note 3: The Charges set out in this Schedule 5 will apply to Enrollments that are entered into by Eligible Agencies and received by Microsoft for processing on or before 31 August 2021. In respect of those Enrollments, Microsoft will calculate the Charge for each Product and Online Service on the applicable Product Selection Form by applying the applicable discount set out in this Schedule to the applicable Government ERP with effect from the effective date of those Enrollments. Notwithstanding anything to the contrary in this Schedule 5, if an Eligible Agency demonstrates a genuine intent to enter into and submit Enrollments to Microsoft for processing on or before 31 August 2021 but is unable to do so due to unforeseen circumstances ("**Late Enrollments**"), Microsoft may, in its sole discretion, apply the Charges set out in this Schedule 5 in respect of those Late Enrollments. In respect of Enterprise Subscription Enrollments, in order to continue to qualify for the Charges set out in this Schedule 5, the Eligible Agency agrees to place each subsequent annual order in accordance with the annual order requirements set out in the Enterprise Subscription Enrollment. If Eligible Agency fails to place its subsequent annual orders within the annual order period then it will forfeit any applicable discounts for the pending annual order and any subsequent annual orders, unless within its sole discretion Microsoft agrees otherwise.

Note 4: For Select Plus Affiliate Registration Forms entered into by Eligible Agencies during the Renewal Term, the Charge for each Product ordered will be the Government Net Price for the relevant Product under the Select Plus program (at undiscounted price level D).

Note 5: The Charges set out in this Schedule 5 do not apply to:

1) mid-term and true-up orders;

2) promotional SKUs;

3) Azure SKUs;

4) Buy-outs;

Note 6: There are no pre-agreed discounts for the Microsoft Business Applications (D365, PowerApps etc.) and the Microsoft Managed Desktop. For clarity, pricing for these products do not form part of the Core Terms.

Note 7: The Shared Account profile can only be purchased for use by Service Workers or Clinical Workers licensed with M365 E3 or M365 E5. The licenses within this profile must be assigned to a device and any user accessing the functionality must also be licensed with M365 E3 or M365 E5.

Note 8: If a new Eligible Agency is formed during the Renewal Term it will be eligible for all Charges set out in this Schedule 5 and all discounts shall be applied provided it:

a) enters into an Enrollment and places its initial order under that Enrollment no later than 30 September 2024; and
b) meets the minimum order requirements, if any, in the relevant Enrollment.

Exhibit B

<Choose Enrollment>
Azure Commitment Discount – Pay as You Go
Amendment ID CTM-M610

The parties agree that the following new sections are added to the Enrollment:

1. Definitions

a. "Azure Commitment Discount" means the discount that Microsoft will apply to Microsoft Azure Services in the current month's Enterprise Agreement price list, in the month it is used.

b. "Azure Commitment Discount Coverage Period" means the period for which the Azure Commitment Discount will be applied to Consumption Rates for Microsoft Azure Services.

2. Azure Commitment Discount

Microsoft is providing an Azure Commitment Discount indicated in Table A. Azure Commitment Discount is referenced as "Discount (%)". The Azure Commitment Discount will be applied during the Azure Commitment Discount Coverage Period in the table below starting from "Begin Date" through "End Date".

Microsoft is under no obligation to repeat the offer herein.

Table A

Azure Commitment Discount Table		
Discount (%)	Begin Date	End Date
<Discount Percentage>	<Begin Date>	<End Date>

Server and Cloud Enrollment
Microsoft Azure Consumption Commitment - Indirect
Amendment ID CTM-M617

Recital

The Microsoft Azure Consumption Commitment ("MACC") is a spend commitment by the Enrolled Affiliate over a specified period of time. As part of the MACC, Enrolled Affiliate is expected to consume Eligible Services and Offerings to satisfy the Commitment in Table A below.

The parties agree to amend the Enrollment by adding the following:

1. Term

This Enrollment will expire on the last day of the month, 48 full calendar months from the effective date of this Enrollment.

2. Definitions

a. "Azure Prepayment" means any upfront payment by Enrolled Affiliate's Reseller for the Eligible Services and Offerings. For purposes of clarity, third party Azure Marketplace and AppSource listings transacted through the Commercial Marketplace cannot be obtained using Azure Prepayment.

b. "Commitment" means the total amount Enrolled Affiliate's Reseller agrees to pay to Microsoft, under the Enrollment, for the consumption of Eligible Services and Offerings during the Coverage Period, as identified in Table A.

c. "Coverage Period" means the period during which the terms of this Amendment are in effect, as identified in Table A.

d. "Eligible Services and Offerings" means Microsoft Azure Services, as defined in the Microsoft Online Services Terms, Azure Reservations, third party Azure software plans available via the Azure Reservations program, and Azure Marketplace and AppSource listings transacted through the Commercial Marketplace and identified via instructions provided through this link: https://aka.ms/MACCAzureMarketplace. For purposes of clarity, the following are not Eligible Services and Offerings: Azure Support Plans, Azure User Plans, Azure Infrastructure Plans, and Microsoft Commercial Marketplace listings not identified via instructions provided through this link: https://aka.ms/MACCAzureMarketplace.

Table A

Microsoft Azure Consumption Commitment	
Coverage Period	Enrollment Effective Date to End of coverage date
Commitment (inclusive of any Azure Prepayment)	
Azure Prepayment as of the date of this Amendment	

2. Commitment and Payment

Enrolled Affiliate's Reseller shall satisfy the Commitment during the Coverage Period, based on prices established between Microsoft and Enrolled Affiliate's Reseller. Any Azure Prepayment made during the Coverage Period will apply against the Commitment. Credits, taxes or other concessions will not apply against the Commitment.

3. End of Coverage Period

In the event the full value of the Commitment has not been invoiced upon expiration of the Coverage Period, Enrolled Affiliate's Reseller shall pay an amount equal to the Commitment minus the total amount invoiced for Eligible Services and Offerings during the Coverage Period (**"Shortfall Invoice"**). Enrolled Affiliate must pay all invoices, including any Shortfall Invoice, that it receives from Enrolled Affiliate's Reseller for Enrolled Affiliate's consumption.

4. End of Coverage Period

With regard to the Shortfall Invoice, upon expiration of the Coverage Period [insert MACC coverage end date here], provided the Enrollment is still active, Microsoft will apply the Shortfall Invoice as the MACC Shortfall SKU (AAD-61670) that will be available for use for the lesser of (i) the remaining term of the Enrollment or (ii) twelve (12) months from the end of the Coverage Period.

Reseller Acknowledgement

Name of Reseller

Printed Name

Printed Title

Date

Purchase Order Number

Reseller Signature

<Choose Enrollment>
Shared Account for M365 S&C Workers.
Amendment CTM-M133

The parties agree that the following new sections are added to the Enrollment:

A "M365 S&C Worker" is any Qualified User that is a Service Worker or Clinical Worker who is licensed with M365 E3 and M365 E5 that requires a Shared Account.

Notwithstanding anything to the contrary in the Product Terms, Enrolled Affiliate may allow a single user subscription license ("Shared Account") to be shared by its M365 S&C Workers, provided the following conditions are met:

a. All M365 S&C Workers using a Shared Account will use the same logon credentials;
b. The licenses within this profile must be assigned to a device and any user accessing the functionality must also be licensed with M365 E3 or M365 E5; and
c. Use of Shared Accounts is limited to the following M365 Services:

For purposes of this Amendment, "Service Worker" and "Clinical Worker" are defined in the Agreement.

This Amendment shall automatically terminate upon any termination or expiration of the Enrollment. In addition, Microsoft shall have the right to immediately terminate this Amendment in the event Enrolled Affiliate breaches any obligation in this Amendment.

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.

Microsoft Internal Use Only:

855902v1 - Microsoft Cloud Software and Services Agreement Amendment_MSFT Final140421.docx	CTM	CTM-FWK-CTM	BD

NZ

MICROSOFT APOC FILING DOCUMENT SHEET

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Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	U5038311
Agreement number	

7-Q5UKRDK6T

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Microsoft Cloud, Software and Services Agreement	FYSH_589989v1 [104380-18]
Schedules to the Master Agreement	CTM
Supplemental Contact Information Form	NA

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity ([redacted] **ne)***	Her Majesty the Queen, in right of New Zealand, acting by and thro the Department of Internal Affairs
Signature*	[redacted] EXECUTIVE 9(2)(a)
Printed First and Last Name*	COLIN MACDONALD
Printed Title	
Signature Date*	05 JUL 2018
Tax ID	

** indicates required field*

05 JUL 2018

Microsoft Affiliate	
Microsoft Operations Pte Ltd.	
Signature	Microsoft Operations Pte Ltd [redacted] Li Leng Lee Authorized Signatory 5 July 2018
Printed First and Last Name	9(2)(a)
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	5 July 2018

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Operations Pte Ltd.
Dept. 551, Volume Licensing
438B Alexandra Road, #04-09/12, Block B
Alexandra Technopark
Singapore 119968

Customer: Please remit to your reseller.

Single-tier countries

Reseller: Please remit to:

Microsoft Operations Pte Ltd.
Dept 551, Volume Licensing
438B Alexandra Road #04-09/12
Block B, Alexandra Technopark
Singapore 119968

Two-tier countries

Reseller: Please remit to the distributor.
Distributor: Please remit to:

Microsoft Operations Pte Ltd.
Dept 551, Volume Licensing
438B Alexandra Road #04-09/12
Block B, Alexandra Technopark
Singapore 119968

Microsoft | Volume Licensing

Microsoft Cloud, Software and Services Agreement

Agreement Number *Microsoft to complete for initial term*	u5038311 insert	7-Q5UKRDK6T

Parties

This Master Agreement is entered into between the following entities as of the effective date identified in the signature block on page 22 below. If the contact information about a party in the following table changes, the party whose contact information has changed will notify the other party of the change in writing.

The Department			
Name of Entity *The Sovereign, in right of New Zealand, acting by and through the Chief Executive of the Department of Internal Affairs*		Contact Name *General Manager, Commercial Strategy and Delivery*	
Address	*45 Pipitea Street PO Box 805*	Contact E-mail Address	*chris.webb@dia.govt.nz*
City	*Wellington*	Phone	
Country	*New Zealand*		

Contracting Microsoft Affiliate
Microsoft Operations Pte Ltd, 438B Alexandra Road #04-09/12, Block B, Alexandra Technopark, Singapore, 119968 – Dept. 551, Volume Licensing

Background

a. The Department of Internal Affairs, through the Government Chief Digital Officer, is responsible for ICT-enabled transformation across New Zealand government agencies to deliver better services to citizens.

b. Microsoft supplies licences for its on-premise and cloud solutions to commercial and government customers in the Asia Pacific region.

c. The Department and Microsoft have negotiated a new cross-government licensing framework for the New Zealand government agencies that is designed to:

i. simplify and achieve greater cross-government coordination in the licensing of Microsoft solutions by New Zealand government agencies; and

ii. facilitate the transition by New Zealand government agencies to Microsoft's latest solutions and to the cloud, where those agencies wish to transition.

d. The agreed terms of the new cross-government licensing framework are set out in this Master Agreement.

e. Eligible New Zealand government agencies that wish to procure Microsoft software or services under this Master Agreement enter into their own agreement(s) with Microsoft. The terms of those Affiliate Agreements include the Core Terms of this Master Agreement.

05 JUL 2018

Terms and Conditions

1. Definitions.

In this Master Agreement, the following definitions apply:

"Additional Affiliate" has the meaning set out in subsection 4b(ii)2).

"Affiliate" means: (i) with regard to Microsoft, any legal entity that Controls, is Controlled by, or that is under common Control with Microsoft; and (ii) with regard to Customer or the Department, any Eligible Agency.

"Affiliate Agreement" means a contract formed in accordance with subsection 4b or subsection 4d comprising the corresponding documents specified in the table set out in subsection 4c.

"Agreement" means, as the context permits:

a. Master Agreement;

b. Affiliate Agreement; and/or

c. Statement of Services.

"Charges" means the amounts calculated in accordance with Schedule 5 of this Master Agreement that Microsoft will invoice to an Enrolled Affiliate's Reseller or Registered Affiliate's Reseller (as the case may be) in relation to Products ordered by that Enrolled Affiliate or Registered Affiliate under the applicable Enrollment or Select Plus Agreement.

"Clinical Role" means a position that is principally tasked with delivering, or directly supporting the delivery of, clinical services for Enrolled Affiliate. .Medical, nursing, midwifery, allied health and support roles, as defined by the Ministry of Health, are Clinical Roles. Management, support, clerical and administrative roles, as defined by the Ministry of Health, are not Clinical Roles.

"Clinical Worker" means a Qualified User who works in a Clinical Role for a District Health Board. Some Clinical Workers work on rostered duty cycles, or for 20 hours or less per week.

"Contractor" means any third party supplier or other provider of computer technology or related services.

"Control" means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

"Core Terms" means sections 1 to 13, section 15 and Schedules 1, 2, 3 and 5 of this Master Agreement.

"Customer" means: (i) in the context of this Master Agreement, the Department (independent of any Agreement that incorporates the Core Terms, in which case "Customer" shall mean the Lead Affiliate, or Enrolled Affiliate, as applicable); (ii) in the context of an Affiliate Agreement for the select plus program, the Lead Affiliate; (iii) in the context of an Affiliate Agreement for the enterprise program, the Enrolled Affiliate; and (iv) in the context of a Statement of Services, the Eligible Agency that has entered into that Statement of Services.

"Customer Data" means all data, including all text, sound, software, image or video files that are provided to Microsoft by, or on behalf of, Customer through Customer's use of the Online Services.

"CSP" means the Microsoft Cloud Solution Provider programme in New Zealand.

"CSP ERP" means the estimated retail price for a CSP Product as specified in the CSP price list that Microsoft publishes to CSP resellers monthly.

"day" means a calendar day.

"Department" means The Sovereign, in right of New Zealand, acting by and through the Chief Executive of the Department of Internal Affairs.

"District Health Board" means a district health board established by or under section 19 of the New Zealand Public Health and Disability Act 2000.

"Eligible Agency" has the meaning set out in subsection 3a of this Master Agreement.

"Enrolled Affiliate" means the relevant Eligible Agency that has entered into an Enrollment.

"Enrollment" has the meaning given in the Enterprise Agreement.

"Enrollment Anniversary Date" means 1 October in each year during an Enrollment term. The defined term *Enrollment Anniversary Date is used only in the Enterprise Enrollment and the Enterprise* Subscription Enrollment. References in other Enrollments to 'Enrollment anniversary date' are not references to this defined term.

"Enterprise" means Enrolled Affiliate and the Affiliates it chooses to include on an Enrollment.

"Enterprise Agreement" means the agreement attached as Schedule 1 to this Master Agreement as amended by the terms set out in Schedule 2.

"Enterprise Enrollment" means the Enterprise Enrollment, in the form specified and as may be updated by Microsoft from time to time, entered into by an Eligible Agency under the Enterprise Agreement and as amended by the terms set out in Schedule 2.

"Enterprise Subscription Enrollment" means the Enterprise Subscription Enrollment, in the form specified and as may be updated by Microsoft from time to time, entered into by an Eligible Agency under the Enterprise Agreement.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs), or that Microsoft provides to Customer to address a specific issue.

"Government ERP" means the estimated retail price for a Product ordered by a qualifying New Zealand government customer, as specified in the price list that Microsoft publishes to Resellers from time to time.

"Government Net Price" is the standard amount that Microsoft would normally invoice a Reseller on the basis of Government ERP for a Product.

"Health Shared Services Provider" means an Eligible Agency whose principal function is to provide health shared services to one or more District Health Boards including, for the avoidance of doubt, each of:

a. NZ Health Partnerships Limited;

b. HealthAlliance N.Z. Limited;

c. Health Benefits Limited;

d. Central Region's Technical Advisory Services Limited; and

e. HealthShare Limited,

(or their legal successors) provided that if any such provider of health shared services ceases to be an Eligible Agency whose principal function is to provide health shared services to one or more District Health Boards, then that provider shall cease to be a "Health Shared Services Provider".

"Initial Term" has the meaning set out in subsection 12a.

"Knowledge Worker" has the meaning given in Schedule 5.

"Lead Affiliate" has the meaning set out in subsection 4b(ii)1).

"License" means Enrolled Affiliate's right to use the quantity of Products ordered. For certain Products, a License may be available on a subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses under an Enterprise Agreement.

"Licensing Program Documents" means all licensing program documents, including, without limitation, any agreements, enrollments or other forms relevant to Microsoft's licensing programs.

"Master Agreement" means this cross-government licensing framework agreement entered into by Microsoft and the Department including all Schedules to this agreement.

"Microsoft" means the Microsoft Affiliate that has entered into this Master Agreement and its Affiliates, as appropriate.

"Office 365 Services" has the meaning given to it in the Online Services Terms.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Perpetual License Transfer Form" means the form with that name in Schedule 6.

"Pre-Existing Work" means any computer code or other written materials developed or otherwise obtained independent of this Agreement.

"Previous Enrollment(s)/Agreement(s) Form" means the form with that name in Schedule 6.

"Procurement Functional Leader" means the procurement functional leader (or equivalent) from time to time appointed by Government. As at the date of this Master Agreement, the current procurement functional leader is the Chief Executive of the Ministry of Business, Innovation and Employment.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"Professional Services" means Product support services and Microsoft consulting services provided to Customer under this agreement. "Professional Services" do not include Online Services.

"Program Signature Form" means the form with that name in Schedule 6. Any reference to a "signature form" in an Agreement is a reference to the Program Signature Form.

"Qualified Device" has the meaning given in the Enterprise Enrollment and the Enterprise Subscription Enrollment.

"Qualified User" has the meaning given in the Enterprise Enrollment and the Enterprise Subscription Enrollment.

"Registered Affiliate" has the meaning given to it in the Select Plus Agreement.

"Renewal Term" has the meaning given to it in section 12b of this Master Agreement.

"Representative" has the meaning given to it in subsection 6c(iii)1) of this Master Agreement.

"Reseller", in respect of:

a. Enrollments, has the meaning given in the Enrollments; and

b. in all other cases, means a large account reseller authorised by Microsoft to resell Licenses under the relevant licensing program and engaged by an Affiliate to provide pre- and post-transaction assistance.

"Select Plus Agreement" means the Select Plus Agreement, in the form specified and as may be updated by Microsoft from time to time, entered into by an Eligible Agency under this Master Agreement as amended by the terms set out in Schedule 3.

"Select Plus Affiliate Registration Form" means the Select Plus Affiliate Registration Form, in the form specified and as may be updated by Microsoft from time to time, entered into by an Eligible Agency under this Master Agreement as amended by the terms set out in Schedule 3.

"Server and Cloud Enrollment" means the Server and Cloud Enrollment, in the form specified and as may be updated by Microsoft from time to time, entered into by an Eligible Agency under the Enterprise Agreement.

"Service Level Agreement" means the document which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Services Agency" means an Eligible Agency that Microsoft and the Department agree has a significant Shared Device User population. At the effective date of this Master Agreement, those parties agree that each Special Affiliate and each of the following Eligible Agencies are Services Agencies: (i) each of the District Health Boards; (ii) each Health Shared Services Provider; (iii) the New Zealand Police; (iv) the New Zealand Defence Force; (v) the Ministry for Primary Industries; (vi)

the Department of Corrections; (vii) Fire and Emergency New Zealand; and (viii) the New Zealand Customs Service. The Department may request that other Eligible Agencies that have a significant Shared Device User population be included as Services Agencies, and those Eligible Agencies will be included if approved by Microsoft (such approval not to be unreasonably withheld).

"Services Deliverables" means any computer code or materials, other than Products or Fixes, that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services.

"Service Worker" means a Qualified User who is employed by Enrolled Affiliate and:

a. is focused on: (i) routine tasks; (ii) transaction processing; or (iii) simple prioritization of work;

b. spends less than 60% of their time on a PC or mobile device to perform primary job functions;

c. is not provided a dedicated computer and desk; and

d. either: (i) works in a role where duty cycles are rostered; or (ii) is employed by Enrolled Affiliate for 20 hours or less per week in a part-time role.

To avoid doubt, Service Workers include police officers, firefighters, soldiers, border agents and corrections officers.

"Software" means licensed copies of Microsoft software identified in the Product Terms. Software does not include Online Services or Services Deliverables, but Software may be part of an Online Service.

"Software Assurance" means an offering that provides new version rights and other benefits for Products as further described in the Product Terms.

"Special Affiliate" means any entity that:

a. is operated by or for the direct or indirect benefit of a District Health Board that is included in Enrolled Affiliate's Enterprise; and

b. was in existence prior to 30 September 2018.

"Statement of Services" means any work orders or other description of Professional Services that incorporates the Core Terms in the form specified and as may be updated by Microsoft from time to time, entered into by an Eligible Agency under this Master Agreement, and any parts of an Affiliate Agreement that relate to the delivery of Professional Services.

"Supplemental Contact Information Form" means the form with that name in Schedule 6.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact with.

"Use Rights", in respect of:

a. Enrollments, has the meaning given in the Enrollments; and

b. in all other cases, means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. *Scope*

a. **Master Agreement.** This Master Agreement sets out a cross-government licensing framework under which Eligible Agencies have the option to license Products and procure Professional Services from Microsoft.

b. **Non-exclusive.** This Master Agreement is non-exclusive. Nothing in it requires any Eligible Agency to license, use or promote Microsoft software or services exclusively. Each Eligible Agency may, if it chooses, enter into agreements with other parties to license, use or promote non-Microsoft software or services.

3. *Eligible Agencies*

a. **Criteria for participating.** Subject to subsection 3b, a New Zealand government agency (or its legal successor) is eligible to license Products or procure Professional Services under this Master Agreement if the agency is an Eligible Agency. For the purposes of this Software and Cloud Master Agreement, an "Eligible Agency" is:

i. each Public Service department as defined in section 27 of the State Sector Act 1988;

ii. the New Zealand Defence Force, the New Zealand Police, the Parliamentary Counsel Office, Office of the Clerk of the House of Representative, the Parliamentary Service; Parliamentary Corporation, and Parliamentary Services Commission;

iii. each Crown entity, as defined in section 7 of the Crown Entities Act 2004;

iv. each organization listed in schedules 4, 4A and 6 to the Public Finance Act 1989;

v. the Reserve Bank of New Zealand;

vi. the Office of the Controller and Auditor-General, the Office of the Ombudsmen, and the Office of the Parliamentary Commissioner for the Environment;

vii. the following State Owned Enterprises as listed in the first schedule to the State-Owned Enterprises Act 1986:

1) Airways Corporation of New Zealand Limited;

2) Animal Control Products Limited;

3) Electricity Corporation of New Zealand Limited;

4) Transpower New Zealand Limited;

viii. the Local Government Commission, and any local authority or any council-controlled organisation (both as defined in the Local Government Act 2002);

ix. Education Council of Aotearoa New Zealand

x. Regenerate Christchurch; and

xi. any agency that is not an entity referred to in paragraphs (i) to (x) above, but that is located in New Zealand and the parties agree in writing is eligible or is an "eligible entity" as defined in the Microsoft Government Eligibility Definition document applicable to New Zealand, which is published by Microsoft from time to time at http://www.microsoftvolumelicensing.com or at a successor site that Microsoft identifies. For the avoidance of doubt, any minimum or required number of license orders (or similar) specified in that Government Eligibility Definition document shall not apply for the purpose of determining whether an agency is an "eligible entity" under that document.

b. **New Zealand government agencies that are not eligible.** A New Zealand government agency is not eligible to license Products or procure Professional Services under this Master Agreement where the agency:

(i) is a State enterprise as defined in section 2 of the State-Owned Enterprises Act 1986 or a publicly listed company (or a subsidiary of either of those types of

entities), unless that State enterprise or company is listed in section 3a.(vii) or agreed in writing by the parties to be eligible in accordance with section 3a.(xi);

(ii) is a "Qualified Educational User" that qualifies for Microsoft's academic edition products, as defined at http://www.microsoftvolumelicensing.com/DocumentSearch.aspx?Mode=3&DocumentTypeId=7 (or a successor site);

(iii) is a "Private School" or a "State School" as defined in the Microsoft School Framework Agreement for the New Zealand Ministry of Education (Framework Agreement number N37) between the Crown and Microsoft Operations Pte. Limited (or any successor agreement);

(iv) has its head office in located in one or more foreign jurisdictions;

(v) has breached any license agreement with any Microsoft Affiliate and subsequently had that license agreement terminated by that Microsoft Affiliate in accordance with its terms; or

(vi) is not, or ceases to be, an agency of the type listed in subsection 3a.

c. **New agencies.** Agencies of the type listed in subsection 3a that come into existence or become eligible after this Master Agreement comes into effect are Eligible Agencies.

d. **The Department an Eligible Agency.** For the avoidance of doubt, the Department is an Eligible Agency.

4. Contract formation for Products and Professional Services

a. **Department's execution of Enterprise Agreement.** This Master Agreement attaches the Enterprise Agreement for the enterprise program, which the Department and Microsoft will execute and enter into at the same time as this Master Agreement is signed by the Department and Microsoft.

Under the Enterprise Agreement for the enterprise program, any Eligible Agency may procure Licenses for Products under those programs if that Eligible Agency signs up to the applicable Enrollment.

b. **Eligible Agency execution of Agreements for Products.** To license Products under:

(i) the enterprise program, an Eligible Agency enters into (as appropriate) one or more Enrollments, and when any such Enrollment is accepted by Microsoft, an Affiliate Agreement is created.

(ii) the select plus program, an Eligible Agency;

1) enters into a Select Plus Agreement and a Select Plus Affiliate Registration Form under that Select Plus Agreement to become the primary registrant and "Lead Affiliate" for that Select Plus Agreement; or

2) enters into a Select Plus Affiliate Registration Form under an existing Select Plus Agreement entered into by another Eligible Agency and thereby becomes an "Additional Affiliate" under that other Eligible Agency's Select Plus Agreement.

When Microsoft accepts:

3) a Lead Affiliate's Select Plus Affiliate Registration Form under subsection 4b.(ii)1), an Affiliate Agreement is created between Microsoft and the Lead Affiliate. Lead Affiliate becomes a Registered Affiliate and can place orders for Products under the relevant Affiliate Agreement in accordance with the terms of that Affiliate Agreement; and

4) an Additional Affiliate's Select Plus Affiliate Registration Form under subsection 4b.(ii)2), Additional Affiliate becomes a Registered Affiliate and can place orders for Products under the Lead Affiliate's relevant Affiliate Agreement in accordance with the terms of that Affiliate Agreement. The Lead Affiliate shall ensure that the Additional Affiliate complies with the Lead

Affiliate's Affiliate Agreement and shall be liable for any breach by the Additional Affiliate of the Lead Affiliate's Affiliate Agreement as if that breach had been committed by the Lead Affiliate.

c. ***Documents comprising Affiliate Agreements.*** *Each Affiliate Agreement is made up of* the corresponding documents specified in the table below, and such additional documents as are specified in the relevant Enrollment, Select Plus Affiliate Registration Form or Statement of Services.

Program	Contract formed by	Affiliate Agreement
Enterprise	Enterprise Enrollment	Core Terms of the Master Agreement (including the Enterprise Agreement) + executed Enterprise Enrollment
	Server and Cloud Enrollment	Core Terms of the Master Agreement (including the Enterprise Agreement) + executed Server and Cloud Enrollment
	Enterprise Subscription Enrollment	Core Terms of the Master Agreement (including the Enterprise Agreement) + executed Enterprise Subscription Enrollment
Select Plus	Select Plus Affiliate Registration Form	Core Terms of the Master Agreement (including the Select Plus Agreement) + executed Select Plus Affiliate Registration Form
Professional Services	Statement of Services	Core Terms of the Master Agreement + executed Statement of Services

For the avoidance of doubt, support offerings specified in the Product Terms are also available under the enterprise program, and those support offerings can be procured through the relevant Enrollment.

Microsoft shall, upon request from a Reseller who is engaged by Eligible Agencies to provide pre and/or post transaction assistance, ensure that that Reseller is provided with, and is able to share with those Eligible Agencies, all template forms of the contractual documentation that make up an Affiliate Agreement (as set out in the table above) for the purposes of providing pre and/or post transaction assistance to those Eligible Agencies.

Microsoft may, from time to time, introduce new, or updated, Licensing Program Documents ("New Licensing Program Documents"). As soon as reasonably practicable following the introduction of a New Licensing Program Document, Microsoft will notify the Department of such change. If requested by a party to this Master Agreement, the parties will discuss in good faith such introduction or change with the view to:

(i) making available (or continuing to make available) to the Department and Eligible Agencies (as applicable) the programs in the New Licensing Program Documents introduced or updated by the New Licensing Program Documents; or

(ii) amending this Master Agreement including the Schedules if a New Licensing Program Document contains terms that are inconsistent with this Master Agreement. Microsoft shall not enter into any Affiliate Agreements that would include a New Licensing Program Document until the Department provides its approval of such New Licensing Program Document (and its incorporation into Affiliate Agreements) in writing.

Despite the foregoing, no New Licensing Program Documents will apply to Eligible Agencies unless expressly agreed to by the relevant parties in accordance with subsection 15j.

d. **Eligible Agency execution of Agreements for Professional Services.** To contract for Professional Services, an Eligible Agency may enter into a Statement of Services with

the Microsoft Affiliate delivering the Professional Services. A Statement of Services incorporates the Core Terms, and will set out the specific terms on which the support, consulting or other services will be provided by the relevant Microsoft Affiliate.

e. **Contracting Party**. The parties to each Agreement acknowledge and agree that the Department will not be a contracting party to any Agreement except where that Agreement has been entered into between Microsoft and the Department.

5. Use, ownership, rights, and restrictions.

a. Products. Unless otherwise specified in an Agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable Agreement.

b. Fixes and Services Deliverables.

(i) **Fixes.** Each Fix is licensed on the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.

(ii) **Pre-Existing Work.** All rights in Pre-existing Work will remain the sole property of the party providing it. Each party may use, reproduce and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services.

(iii) **Services Deliverables**. Upon payment in full for the Professional Services, Microsoft grants Customer a non-exclusive, non-transferable, perpetual license to use, reproduce and modify the Services Deliverables solely for Customer's internal business purposes, subject to the terms and conditions in this Agreement.

(iv) **Affiliates' rights.** Customer may sublicense its rights in Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights. Customer is liable for ensuring its Affiliates' compliance with this Agreement.

c. Non-Microsoft software and technology. Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products, Fixes, or Services Deliverables.

d. Restrictions. Customer must not (and is not licensed to):

(i) reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable;

(ii) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or

(iii) work around any technical limitations in a Product, Fix or Services Deliverable or restrictions in Product documentation.

Except as expressly permitted in this Agreement, the Enterprise Agreement, Select Plus Agreement or the Product documentation, Customer must not (and is not licensed to):

(iv) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or

(v) distribute, sublicense, rent, lease, lend any Products, Fixes, or (subject to subsection 5b(iv)) Services Deliverables, in whole or in part, or use them to offer hosting services to a third party.

e. Shared Services. Notwithstanding anything to the contrary in the Use Rights, a Client Access License held by an Affiliate of Customer may be used to access any other Affiliate of Customer's server software, provided that the first-mentioned Affiliate of Customer obtains the appropriate type of Client Access License and otherwise complies with the provisions of the Product Use Rights that apply to Client Access Licenses.

f. Reservation of rights. Products, Fixes, and Services Deliverables are protected by copyright and other intellectual property rights laws and international treaties. Microsoft

reserves all rights not expressly granted in this Agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

6. *Confidentiality.*

a. **What is included.** "Confidential Information" is non-public information that:

(i) is designated as "confidential"; or

(ii) a reasonable person should understand is confidential,

including Customer Data and the terms of each Agreement. The Online Services Terms may provide additional obligations for, and limitations on disclosure and use of, Customer Data.

b. **What is not included.** The following types of information, however marked, are not Confidential Information. Information that:

(i) is, or becomes, publicly available without a breach of an Agreement;

(ii) was lawfully known to the receiver of the information without an obligation to keep it confidential;

(iii) is received from another source who can disclose it lawfully and without an obligation to keep it confidential;

(iv) is independently developed; or

(v) is a comment or suggestion one party to an Agreement volunteers about the other's business, products or services.

c. ***Treatment of Confidential Information.***

(i) **In general.** Each party to an Agreement agrees, except to the extent expressly permitted under subsection 6.c(iii):

1) it will not disclose the other's Confidential Information to third parties; and

2) it will use and disclose the other's Confidential Information only for the purposes of, or in connection with, the parties' business relationship with each other.

(ii) **Security precautions.** Each party to an Agreement agrees:

1) to take reasonable steps to protect the other's Confidential Information -- these steps must be at least as protective as those that party takes to protect its own Confidential Information;

2) to notify the other promptly upon discovery of any unauthorized use or disclosure of Confidential Information; and

3) to cooperate with the other to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it.

(iii) **Sharing Confidential Information.**

1) A "Representative" of a party to an Agreement is an employee, contractor, advisor, or consultant of that party or of one of that party's Affiliates. In the case of Customer, a "Representative" also includes any Minister of the Crown and his or her Representatives, and any Representative of a New Zealand public sector ICT governance group.

2) Each party to an Agreement may disclose the other's Confidential Information to its Representatives (who may then disclose that Confidential Information to other of that party's Representatives) only if those Representatives have a need to know about it for the purposes of, or in connection with, the parties' business relationship with each other or, in the case of the Customer or its Affiliates, if the Representative has a need to

know about it for the purpose of determining New Zealand public sector ICT strategy, managing public sector ICT spending in New Zealand or an Affiliate's assessment of whether to enter into an Affiliate Agreement or a Statement of Services under this Master Agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

3) In the case of the Customer:

A. where the disclosure is to an employee, contractor, advisor, or consultant of the, the Customer must ensure that those persons protect the Confidential Information on terms no less protective than this section 6;

B. where the disclosure is to any Affiliate of Customer, any New Zealand public sector ICT governance group, or to any of their Representatives, the Customer must ensure that those persons are required to protect the Confidential Information on terms no less protective than this section 6. In the case of a disclosure to an Affiliate of Customer (or that Affiliate's Representatives) for the purpose of that Affiliate's assessment of whether to enter into an Affiliate Agreement or a Statement of Services under this Master Agreement, confidentiality terms that are no less protective than this section 6 include where that Affiliate is a party to a current Microsoft Business and Services Agreement or other non-disclosure agreement approved by Microsoft; and

C. where the disclosure is to a Minister of the Crown or to any of his or her Representatives, the Customer must inform those persons that the disclosed Confidential Information is information that is confidential to Microsoft.

4) In the case of Microsoft, where the disclosure is to any Affiliate of Microsoft or to any Representative of Microsoft, Microsoft must ensure that the relevant Affiliate or Representative is required to protect the Confidential Information on terms consistent with this Master Agreement.

5) Neither party to an Agreement is required to restrict work assignments of Representatives who have had access to Confidential Information. Neither party to an Agreement can control the incoming information the other will disclose to it in the course of working together, or what that party's Representatives will remember, even without notes or other aids. Each party to an Agreement agrees that use of information in Representatives' unaided memories in the development or deployment of those parties' respective products or services does not create liability under this Master Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

(iv) **Disclosing Confidential Information if required to by law.** Each party to an Agreement may disclose the other's Confidential Information if required to comply with:

1) a court order or other government demand that has the force of law; or

2) the Official Information Act 1982, a parliamentary question or request from a Select Committee,

but before doing so, the disclosing party must use its best efforts to give the other party notice of the requirement so that the disclosure can be contested.

d. **Length of Confidential Information obligations.** The obligations in this section 6 apply (1) for Customer Data until it is deleted from the Online Services, and (2) for all other Confidential Information, for a period of five years after it is received. The five-year time period does not apply if applicable law requires a longer period or the Use Rights provide a more specific requirement.

e. **Foreign agencies.** For the avoidance of doubt, nothing in subsection 6c of this Master Agreement permits the Customer, its Representatives or Affiliates to disclose the terms of this Master Agreement to any foreign government or agency.

7. Privacy and compliance with laws.

a. **Consent.** Customer consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Customer will obtain all required consents from third parties (including Customer's Affiliates, contacts, resellers, distributors, administrators, and employees) under applicable privacy and data protection law before providing personal information to Microsoft.

b. **Personal information.** Personal information collected under this Agreement (1) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (2) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of personal information from the European Economic Area and Switzerland.

c. **U.S. export.** Products, Fixes, and Services Deliverables are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies.

8. Warranties.

a. **Limited warranties and remedies.**

(i) **Software**. Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date Customer is first licensed for that version. If it does not, and Customer notifies Microsoft within the warranty term, then Microsoft will, at its option (1) refund the price Customer paid for the Software license, or (2) repair or replace the Software.

(ii) **Online Services**. Microsoft warrants that each Online Service will perform in accordance with the applicable Service Level Agreement during Customer's use. Customer's remedies for breach of this warranty are in the Service Level Agreement.

(iii) **Professional Services**. Microsoft warrants that it will perform Professional Services with professional care and skill. If Microsoft fails to do so, and Customer notifies Microsoft within 90 days of the date the Professional Services were performed, then Microsoft will, at its discretion, either re-perform the Professional Services or refund the price Customer paid for them.

The remedies above are Customer's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. **Exclusions.** The warranties in this Agreement do not apply to problems caused by the Customer's accident, abuse or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Customer is permitted to redistribute.

c. **Disclaimer.** Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied or statutory warranties, including warranties of merchantability, fitness for a particular purpose, quality, title, and non-infringement.

9. *Defense of third party claims.*

a. **Microsoft's agreement to protect.** Microsoft will defend Customer against any claims made by an unaffiliated third party that any Product, Fix, or Services Deliverable that is made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a Trade Secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. Microsoft will pay the amount of any resulting adverse final judgment (or settlement to which Microsoft consents), but only if Microsoft has the right to control the defense and any settlement of it in accordance with this section. This section provides Customer's exclusive remedy for these claims.

b. **Limitations on defense obligation.** Microsoft's obligations will not apply to the extent that the claim or award is based on:

(i) specifications Customer provides to Microsoft for Services Deliverables;

(ii) Customer Data, code, or materials provided by Customer as part of Services Deliverables or as part of the use of an Online Service;

(iii) Customer's use of the Product, Fix or Services Deliverables after Microsoft notifies it to discontinue that use due to a third party claim;

(iv) Customer's combination of the Product, Fix or Services Deliverables with a non-Microsoft product, data or business process;

(v) damages attributable to the value of the use of a non-Microsoft product, data or business process;

(vi) modifications that Customer has made to the Product, Fix or Services Deliverables;

(vii) Customer's redistribution of the Product, Fix or Services Deliverables to, or its use for the benefit of, any unaffiliated third party, except as expressly permitted by the Enterprise Agreement, Select Plus Agreement or the Use Rights;

(viii) Customer's use of Microsoft's trademark(s) without express written consent to do so; or

(ix) any Trade Secret claim, where Customer acquires the Trade Secret (1) through improper means; (2) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (3) from a person (other than Microsoft or its Affiliates) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the Trade Secret.

In the event that a claim addressed by this section 9 arises, Customer will work with Microsoft in good faith to agree who will be responsible for the costs or damages that result from the actions set out in paragraphs (i) to (ix) above.

c. **Specific rights and remedies in case of infringement.**

(i) **Microsoft's rights in addressing possible infringement.** If Microsoft receives information concerning an infringement claim related to a Product, Fix or Services Deliverable, Microsoft may, at its expense and without obligation to do so, either:

1) procure for Customer the right to continue to use the allegedly infringing Product, Fix or Services Deliverable; or

2) modify the Product, Fix, or Services Deliverable, or replace it with a functional equivalent, to make it non-infringing, in which case Customer will immediately cease use of the allegedly infringing Product, Fix, or Services Deliverable after receiving notice from Microsoft.

(ii) **Customer's specific remedy in case of injunction.** If, as a result of an infringement claim, Customer's use of a Product, Fix or Services Deliverable that is made available by Microsoft for a fee is enjoined by a court of competent jurisdiction, Microsoft will, at its option:

1) procure the right to continue its use; or

2) replace it with a functional equivalent provided that Microsoft will not be required to acquire a third party product to satisfy its obligations under this subsection; or

3) modify it to make it non-infringing; or,

if Microsoft considers that none of the options in subsections 1) – 3) are commercially reasonable for Microsoft, or if Microsoft is required by law to terminate a License or right of access to the infringing Product, Fix or Services Deliverable,

4) refund the amount paid (or, for Online Services, refund any amounts paid in advance for unused Online Services) and terminate the license or right to access to (and, as applicable to certain Services Deliverables, Customer's ownership rights in) the infringing Product, Fix or Services Deliverable.

d. **Obligations of Customer seeking protection.** Customer must notify Microsoft promptly in writing of a claim subject to the subsection titled "Microsoft's agreement to protect". Customer must (1) subject to receiving the Solicitor-General's consent where such consent is required, give Microsoft sole control over the defense or settlement; and (2) provide reasonable assistance in defending the claim; provided that if the Solicitor-General does not give consent to Microsoft having sole control over the defense or settlement, Microsoft will have no obligation to defend the Customer in accordance with this section 9. Microsoft will reimburse the Customer for reasonable out of pocket expenses that it incurs in providing assistance.

e. **Obligations of Customer in relation to Online Services.** Customer will not, and will procure that its end users will not:

(i) use any infringing or otherwise unlawful Customer Data or non-Microsoft software or technology in connection with any Online Services; or

(ii) access the Online Service:

1) in a way prohibited by law, regulation, governmental order or decree;

2) to violate the rights of others;

3) to use the Online Service to try to gain unauthorized access to or disrupt any service, data, account or network by any means;

4) to falsify any protocol or email header information (e.g., "spoofing");

5) to spam or distribute malware;

6) in a way that could harm the Online Service or impair anyone else's use of it; or

7) for any high risk use (where failure or fault of the Online Service could lead to death or serious bodily injury of any person, or to severe physical or environmental damage).

If a third party asserts that Customer Data or non-Microsoft software or technology used by Customer with the Online Services violates their intellectual property rights or misappropriates a Trade Secret, Microsoft may ask Customer to remove the allegedly infringing item. If Customer fails to do so within a reasonable period of time, and Microsoft reasonably considers that the continued hosting or other use of the allegedly infringing item in connection with the Online Services may adversely affect Microsoft, Microsoft may suspend the Online Service to which the Customer Data or non-Microsoft software or technology relates and/or treat the Customer's failure as a material breach of the Agreement.

f. **Obligations of Customer in relation to Products, Fixes and Service Deliverables.** If a third party asserts that Customer's use of any Product, Fix, or Services Deliverable alone or in combination with anything else, violates the law or damages a third party, Microsoft may ask Customer to cease using that Product, Fix or Services Deliverable. If Customer fails to do so within a reasonable period of time, and Microsoft reasonably considers that the continued use of that Product, Fix or Services Deliverable may adversely affect

Microsoft, Microsoft may treat the Customer's failure as a material breach of the Agreement. If Microsoft asks Customer to cease using a Product, Fix or Services Deliverable, Customer shall be under no obligation to pay any further Charges for such Product, Fix or Services Deliverable and Microsoft will issue the Reseller a credit for any amount paid in advance for the period after ceasing use of such Product, Fix or Services Deliverable.

10. Limitation of liability.

a. **Limitation on liability.** To the extent permitted by applicable law, the maximum aggregate liability of each party, its Affiliates, and its Contractors for all claims arising under this Master Agreement (including in connection with any agreement incorporating these terms) is limited to direct damages up to (1) for Professional Services and Products other than Online Services, the amount Customer was required to pay for the Product or Professional Services giving rise to that liability and (2) for Online Services, the amount Customer was required to pay for the Online Service giving rise to that liability ("Affected Online Service") during the prior 12 months, or, where the Customer has obtained the Affected Online Service for less than 12 months, the amount the Customer would have been required to pay for the Affected Online Service for the first 12 months. In the case of Products or Professional Services provided free of charge, 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 ("Liability Cap") 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:

(i) Microsoft's and Customer's obligations under the section titled "Defense of third party claims" except that in respect of subsection 9e the monetary limitations will not apply only to third party claims made against Microsoft, its Affiliates or its Contractors arising out of or in connection with a breach by the Customer of subsection 9e;

(ii) liability for damages caused by the gross negligence or willful misconduct of either party to the Agreement, 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");

(iii) liabilities arising out of any breach by either party to the Agreement of its obligations under the section entitled "Confidentiality", except that Microsoft's liability arising out of or in relation to Customer Data shall in all cases be limited to the amount Customer paid for the Affected Online Service giving rise to that liability during the prior 12 months, or where the Customer has obtained the Affected Online Service for less than 12 months, the amount the Customer would have been required to pay for the Affected Online Service for the first 12 months;

(iv) liability for personal injury or death caused by the negligence of either party to the Agreement, or that of its employees or agents, or for fraudulent misrepresentation;

(v) violation by either party to the Agreement of the other party's intellectual property rights; and

(vi) any failure of the Department to procure the Affected Affiliate Undertaking that is enforceable by Microsoft against each Affected Affiliate in accordance with subsection 10c.

b. **Exclusion of certain damages**. To the extent permitted by applicable law, whatever the legal basis for the claim, neither party, nor any of its affiliates, or contractors, 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 Master Agreement or any agreement incorporating these terms, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable. However, this exclusion does not apply to either 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 the parties' respective obligations in the section titled "Defense of third party claims", except that in respect of subsection 9e this exclusion does not apply only to third party claims made against Microsoft, its affiliates or its contractors arising out of or in connection with a breach by the customer of subsection 9e.

c. **Prosecution of claims.** If more than one Enrolled Affiliate or Registered Affiliate has suffered loss or damage relating to the same act or omission by Microsoft (each an "Affected Affiliate"), the Department may bring a claim on behalf of all or any of those Affected Affiliates, provided that the Department procures an undertaking that is enforceable by Microsoft that each Affected Affiliate it brings a claim on behalf of will not bring any claim against Microsoft, its Affiliates or its Contractors in their own right or otherwise for the same act or omission by Microsoft or anything related directly or indirectly to that act or omission ("Affected Affiliate Undertaking"). Where the Department brings any claim on behalf of an Affected Affiliate: (i) the liability of Microsoft, its Affiliates and its Contractors in direct damages in respect of an Affected Affiliate is limited to the Liability Cap; (ii) it may not claim for that Affected Affiliate any direct damages in excess of the Liability Cap applicable to that Affected Affiliate and may not aggregate the Liability Caps applicable to all Affected Affiliates. All of the other provisions of this section 10, including, without limitation, the exclusion of certain types of loss in subsection 10b, will continue to apply to any claim brought by the Department on behalf of an Affected Affiliate.

d. **Affiliates and Contractors.** Neither Microsoft nor Customer shall bring any action against the other's Affiliates or Contractors in respect of any matter disclaimed on their behalf in this Master Agreement. Bringing such an action could result in the other party suffering costs, expenses or damages as a result of an action against the other party by or through the other party's Affiliates or Contractors. This subsection 10(d) is intended to confer a benefit on and be enforceable by each party's Affiliates and Contractors pursuant to the Contract and Commercial Law Act 2017, Part 2, Subpart 1. For the avoidance of doubt, this subsection 10(d) does not prevent either party from bringing any action against either party's Affiliates or Contractors for goods or services not supplied under this Master Agreement (including in connection with any agreement incorporating these terms).

e. **Third party claims due to Customer actions.** Customer acknowledges that its, and its end user's, violation of the terms of each Agreement, including, without limitation, the Use Rights, could result in unaffiliated third parties making claims against Microsoft, its Affiliates and Contractors. Microsoft, its Affiliates and Contractors may suffer loss or damage, and incur costs or expenses, in connection with any such claims. Customer agrees that Microsoft can seek to claim any such losses, damages, costs or expenses from Customer in accordance with usual damages principles and the terms of the relevant Agreement (including, without limitation, subsections 10a and 10b above).

f. **No indemnities.** Despite any provision to the contrary in any Agreement, no Eligible Agency shall be under any obligation under any Agreement to defend, hold harmless or indemnify Microsoft, any Microsoft Affiliate or any other person or entity. For the purposes of this subsection 10f:

   (i) Agreement includes (to avoid any doubt) any terms that are referred to in, or incorporated into, any part of the Agreement (for example, without limitation, an Agreement includes a Service Level Agreement referred to in the Use Rights which are incorporated into an Enrollment); and

   (ii) "indemnify" includes any obligation in the nature of an indemnity.

11. Verifying compliance.

a. **Right to verify compliance.** Customer must keep records relating to all use and distribution of Products by Customer and its Affiliates. Microsoft has the right, at its expense, to verify compliance with the Products' license terms as set out in the Agreement.

b. **Verification process.** Microsoft will notify Customer at least 30 days in advance of its intent to verify Customer's compliance with the license terms for the Products that Customer and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Customer's operations. Customer must promptly provide the independent auditor with any information it reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products Customer hosts, sublicenses, or distributes to third parties. Customer agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.

c. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use of Products, then within 30 days:

(i) Customer must order sufficient licenses to cover its use; and

(ii) if unlicensed use or distribution is 5% or more, Customer must reimburse Microsoft for the costs Microsoft incurred in verification and acquire the necessary additional licenses at 125% of the price, based on the then-current price list and Customer price level. The unlicensed use percentage is based on the total number of licenses purchased for current use compared to actual install base. If there is no unlicensed use, Microsoft will not subject Customer to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other legal means.

12. Term and Termination.

a. **Initial Term.** The Master Agreement commences on the effective date identified in the signature block on page 22 below and, unless terminated earlier in accordance with this Master Agreement, will continue until 30 September 2021 ("Initial Term").

b. **Renewal Term.** No later than 30 days prior to the expiration of the Initial Term, the parties to this Master Agreement may, by agreement, renew this Master Agreement for one further term of three years commencing after the expiry of the Initial Term ("Renewal Term").

c. **Changes to the Master Agreement for the Renewal Term.** If this Master Agreement is renewed for the Renewal Term, the terms and conditions of this Master Agreement will continue in force subject to:

(i) any variation to the Charges that the parties to this Master Agreement agree on as part of any renegotiation in accordance with Schedule 5; and

(ii) any variations to this Master Agreement that have been agreed pursuant to section 15 of this Master Agreement. The Department acknowledges that at the time of renewal, Microsoft may have changes to its licensing programs, which may require changes to this Master Agreement. Where such changes to Microsoft's licensing programs apply to its other customers generally, the Department will not unreasonably withhold its agreement to such changes.

d. **Termination of this Master Agreement.** The Department may terminate this Master Agreement at any time after 30 September 2018 by giving at least 60 days' prior written notice. Microsoft may terminate this Master Agreement at any time after 30 September 2018 by giving at least 180 days' prior written notice.

e. **Effect of termination.** The effect of terminating this Master Agreement will be to terminate the ability of Eligible Agencies to enter into subsequent Affiliate Agreements or Statements of Services under this Master Agreement. Termination of this Master Agreement will not, by itself, result in the termination of any Affiliate Agreement or Statement of Services previously entered into under this Master Agreement (including, without limitation, such Agreements entered into by the Department) and such Affiliate

Agreement and Statement of Services will continue in force after termination of this Master Agreement until they are terminated or expire in accordance with their terms. Any terms of this Master Agreement incorporated by reference into any Affiliate Agreement or Statement of Services will continue in effect unless that Affiliate Agreement or Statement of Services itself is terminated or expires.

f. **Term and Termination of other Agreements.** The term and termination rights for the Enterprise Agreement or any Select Plus Agreement, Affiliate Agreement or Statement of Services will be set forth in the Enterprise Agreement, Select Plus Agreement, Affiliate Agreement or Statement of Services as applicable. Unless otherwise provided in a Statement of Services, Customer's Affiliate that signed the Statement of Services may terminate it at any time by giving the Microsoft Affiliate that signed the Statement of Services 30 days' prior written notice. Either party to the Statement of Services may terminate it if the other party is (1) in material breach or default of any obligation under the Statement of Services that is not cured within 30 days' notice of such breach or (2) fails to pay any invoice that is more than 60 days' outstanding. If a Statement of Services is terminated as a result of a breach by Microsoft, Customer's Affiliate that signed the Statement of Services must pay all amounts due under the Statement of Services as of the termination date. Upon Microsoft's receipt of payment for the Professional Services, the Customer's Affiliate's interests in the Services Deliverables will vest. Microsoft has no obligation to continue to provide Professional Services if Customer's Affiliate fails to make timely payment for the Professional Services.

13. Insurance while performing Professional Services on Customer's premises.

Microsoft will procure and maintain the following insurance coverage at all times for performing Professional Services at Customer's premises or at Customer's other supplier's premises under this Master Agreement via commercial insurance, self-insurance, alternative risk financing techniques, or a combination of these options:

a. Commercial General Liability covering bodily injury and tangible property damage liability with a limit of not less than U.S. $2,000,000 per occurrence;

b. Workers' Compensation (or maintenance of a legally permitted and governmentally-approved program of self-insurance) covering Microsoft employees pursuant to applicable state workers' compensation laws for work-related injuries suffered by Microsoft's employees;

c. Employer's Liability with limits of not less than U.S. $1,000,000 per accident;

d. Professional Liability/Errors & Omissions Liability covering damages arising out of negligent acts, errors, or omissions committed by Microsoft or its employees in the performance of Professional Services, with a limit of liability of not less than U.S. $2,000,000 per claim; and

e. Automobile Liability (if vehicles are brought on Customer's premises or used in the performance of the Professional Services) with U.S. $2,000,000 combined limit per occurrence, for bodily injury and property damage combined covering owned, non-owned and hired vehicles.

Microsoft will provide Customer with evidence of coverage on request.

14. Governance

a. **Governance.** Each party to this Master Agreement will comply with its obligations in *Schedule 4 (Governance)*.

b. **SAM Annual Plan.** The Department and Microsoft agree to meet on an annual basis to develop a forward looking software asset management plan (the "SAM Annual Plan"). The SAM Annual Plan will be used to: i) help Microsoft and the Department identify which Eligible Agencies may be interested in undergoing a software asset management engagement; ii) plan any activities, such as software assets management

engagements, that Microsoft may undertake to verify Enrolled Affiliates' compliance with an Agreement; and, iii) to enable Microsoft and the Department to help Eligible Agencies effectively review and determine their respective licensing positions and to optimize their software asset management practices. The ongoing structure, contents, and method of implementation of the SAM Annual plan shall be agreed by the Department and Microsoft from time to time.

c. **No limitation.** The Department acknowledges and agrees that nothing in this section is intended to nor shall limit Microsoft's rights under section 11 of this Master Agreement.

15. Miscellaneous.

a. **Notices.** A party to an Agreement that sends a notice, authorization, or request in connection with that Agreement must send that notice, authorization or request by mail, courier, or fax to the other party's addresses and numbers listed below or as otherwise notified in writing by that other party where those addresses or numbers change. Notices will be treated as delivered on the date shown on the return receipt or on the mail, courier or fax confirmation of delivery.

Party	Details for Notices
Microsoft	Microsoft Operations Pte Ltd Dept. 551, Volume Licensing 438B Alexandra Road, #04-09/12, Block B Alexandra Technopark Singapore 119968 Copies should be sent to: Microsoft Corporation Corporate, External and Legal Affairs Volume Licensing Group One Microsoft Way Redmond, WA 98052 USA Via Facsimile +1 (425) 936-7329
The Department	The Department of Internal Affairs General Manager, Commercial Strategy and Delivery 45 Pipitea Street P O Box 805 Wellington 6140 New Zealand
The contracting Eligible Agency (where the Department is not a party to the relevant Agreement)	Contact details as notified by the Eligible Agency to Microsoft in writing from time to time.

Microsoft may provide information to any contracting Eligible Agency about upcoming ordering deadlines, services and subscription information in electronic form, including by email to contacts provided by that contracting Eligible Agency or through a website Microsoft identifies. Emails will be treated as delivered on the transmission date. If Microsoft issues a notice to a contracting Eligible Agency that is not the Department, and that notice alleges a breach of the relevant Agreement by that Eligible Agency, Microsoft will also provide a copy of that notice to the Department.

b. **Assignment.** Either party to this Master Agreement may assign the Master Agreement and the Enterprise Agreement to an Affiliate only. Assignment will not relieve the assigning party of its obligations under the assigned agreement, including any additional costs or limitations on use that result from the assignment. If either party to this Master Agreement and the Enterprise Agreement so assigns this Master Agreement and the Enterprise Agreement, it must notify the other party of the assignment in writing. Neither party to any Statement of Services, Select Plus Agreement or Affiliate Agreement may assign the Statement of Services, Select Plus Agreement or Affiliate Agreement without

the written consent of the other. Microsoft may use contractors to perform Professional Services and Microsoft will be responsible for their performance subject to the terms of this Master Agreement.

c. **Counterparts.** The parties may execute this Master Agreement in any number of counterparts. Each counterpart will be deemed an original and all counterparts will together constitute one agreement binding both parties. The expression "counterpart" includes any executed copy of this Master Agreement transmitted by facsimile or delivered electronically in PDF format or other similar document format ("Electronic Counterpart"). Electronic signatures will also be considered binding. If a party has executed this Master Agreement and transmitted or delivered an Electronic Counterpart to the other party, then as soon as reasonably practicable following the execution of this Master Agreement by both parties, that party will deliver the original version of the Master Agreement used to create the Electronic Counterpart to the other party ("Original Document"). For the avoidance of doubt any failure by either party to deliver the Original Version to the other party will not render the Master Agreement non-binding.

d. **Severability.** If any provision in an Agreement is held to be unenforceable, the balance of the Agreement will remain in full force and effect.

e. **Waiver.** Failure to enforce any provision of an Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

f. **Dispute resolution**. When bringing an action to enforce any Agreement, the parties to the Agreement agree to submit to the jurisdiction of New Zealand. This choice of jurisdiction does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.

g. **Survival.** All provisions of any Agreement survive termination or expiration of that Agreement except those requiring performance only during the term of the Agreement.

h. **Applicable law.** The terms of this Master Agreement, the Licensing Program Documents and any Affiliate Agreements or Statements of Services will be governed by and construed in accordance with the laws of New Zealand. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Master Agreement or any Licensing Program Document, Affiliate Agreement or Statement of Services entered into with any Microsoft Affiliate that incorporates these terms.

i. **Microsoft as independent contractor.** Microsoft is an independent contractor. Customer and Microsoft each may develop products independently without using the other's Confidential Information.

j. **Amending the Agreements.**

(i) The Master Agreement and Enterprise Agreement may be amended by Microsoft and the Department only by a formal written agreement signed by both parties, and without the need for the agreement of any Eligible Agency other than the Department. Any such amendment, which is the subject of a duly signed formal written agreement, will contemporaneously and automatically apply to each Affiliate Agreement that contains the affected provision(s), unless the Department and Microsoft agree otherwise in writing. Each Eligible Agency that enters into an Affiliate Agreement acknowledges and agrees that the Master Agreement and Enterprise Agreement may be amended by Microsoft and the Department in accordance with this subsection 15j(i) and any such change will, at the effective date of such change, apply automatically to the Affiliate Agreement that the Eligible Agency has entered into to the extent that the Affiliate Agreement contains the affected provision(s). For the avoidance of doubt, except in relation to any amendments to any Enrollments, any changes to the Master Agreement and Enterprise Agreement agreed between Microsoft and the Department will not apply to any Statement of Services and those changes to Statement of Services must be agreed in accordance with subsection 15j(ii).

(ii) Any Affiliate Agreement may be amended only by a formal written agreement signed by both parties to the applicable Affiliate Agreement. To avoid doubt, the Core Terms incorporated into an Affiliate Agreement (other than Statements of Services) may not be amended under this subsection 15j(ii) and shall be amended only in accordance with subsection 15j(i).

(iii) The Product Terms and Use Rights (including any documents referenced therein) may be changed by Microsoft in accordance with the terms of this Master Agreement.

(iv) Any terms and conditions contained in a purchase order that contradict these terms and conditions will not apply.

(v) Microsoft will, to the extent requested by the relevant Enrolled Affiliate, work in good faith with that Enrolled Affiliate that is a party to an existing amendment to an Affiliate Agreement ("Affiliate Amendment") to agree, prior to the Enrolled Affiliate's preferred renewal order date, an updated version of the existing Affiliate Amendment for the renewal term of the relevant Enrollment to reflect the Products available in the Product Terms.

k. **Entire Agreement.** This Master Agreement is the entire agreement between its parties regarding its subject matter. It replaces all prior agreements, communications and representations between the parties regarding its subject matter, including, without limitation, any documents recording any preliminary agreement in principle.

l. **No third-party beneficiaries.** This Master Agreement does not create any third-party beneficiary rights unless expressly provided for in this Master Agreement.

m. **Professional Services payment terms.** Customer agrees to pay all fees in a Statement of Services within 30 days of the date of invoice, unless the Statement of Services provides otherwise. Microsoft may assess a finance charge of the lesser of 18% per annum, accrued, calculated and payable monthly, or the highest amount allowed by law, on all past due amounts due to Microsoft. Microsoft will have no obligation to continue to provide Professional Services if Customer fails to make timely payment.

n. **Statutory liability.**

(i) **Business.** Where Microsoft is a supplier (as that term is defined in the Consumer Guarantees Act 1993 ("CGA")) of the Products or Professional Services, Customer confirms that the Products or Professional Services provided by Microsoft under an Affiliate Agreement or Statement of Services are acquired for the purposes of a business (as that term is defined in the CGA) and Customer agrees that the CGA does not apply to the Products or Professional Services supplied by Microsoft.

(ii) **Consumers.** Nothing in this Master Agreement (or any Affiliate Agreement or Statement of Services incorporating these terms) is intended to limit the rights of a "consumer" under the CGA where that Act applies, except to the extent permitted by that Act, and the terms of this Master Agreement are to be modified to the extent necessary to give effect to this intention.

o. **Taxes.** If any amounts are to be paid to Microsoft, the amounts owed are exclusive of any taxes unless otherwise specified on the invoice as tax inclusive. Customer shall pay all value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges, or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this Master Agreement and that Microsoft is permitted to collect from Customer under applicable law. Customer shall be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay, including any taxes that arise on the distribution or provision of Products or Professional Services by Customer to its Affiliates. Microsoft shall be responsible for payment of all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, or taxes on Microsoft's property ownership.

If any taxes are required to be withheld on payments made to Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority; provided, however, that Customer promptly secures and delivers to Microsoft an official receipt for those withholdings and other documents Microsoft reasonably

requests to claim a foreign tax credit or refund. Customer must ensure that any taxes withheld are minimized to the extent possible under applicable law.

p. **Applicable currency.** Any payments made to Microsoft must be in the Microsoft approved currency for the respective locale, which in the case of New Zealand, is New Zealand dollars.

The Department	*Contracting Microsoft Affiliate*
The Sovereign, in right of New Zealand, acting by and through the Chief Executive of the Department of Internal Affairs	*Microsoft Operations Pte Ltd*
Signature [redacted]	Signature [redacted] Authorized Signatory
Printed Name CHIEF EXECUTIVE	Printed Name
Printed Title 05 JUL 2018	Printed Title
Signature Date	Effective Date 5 July 2018 (date Microsoft Affiliate countersigns)

Microsoft Operations Pte Ltd

9(2)(a)

Microsoft

Program Signature Form

MBA/MBSA number	U5038311
Agreement number	83E60121

7-3B47BJCNED

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Subscription Enrollment (Indirect)	X20-11083
Discount Transparency Disclosure Form	Discount Transparency Disclosure Form
Enterprise Subscription Amendment	CTM-CPT-CPL
Product Selection Form	Product Selection Form

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Guardians of NZ Superannuation **Signature*** Rob Posgate (Sep 24, 2024 14:45 GMT+12) **Printed First and Last Name*** Rob Posgate **Printed Title** Legal Counsel **Signature Date*** Sep 24, 2024
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Ireland Operations Limited
Signature **Printed First and Last Name** **Printed Title** **Signature Date** (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* **Signature*** **Printed First and Last Name*** **Printed Title** **Signature Date***

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* **Signature*** _____ **Printed First and Last Name*** **Printed Title** **Signature Date***

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Ireland Operations Limited
One Microsoft Place
South County Business Park
Leopardstown
Dublin 18
D18 P521
Ireland

Customer: Please remit to your reseller.

Single-tier countries

Reseller: Please remit to:

Microsoft Ireland Operations Limited
One Microsoft Place
South County Business Park
Leopardstown
Dublin 18
D18 P521
Ireland

Two-tier countries

Reseller: Please remit to the distributor.
Distributor: Please remit to:

Microsoft Ireland Operations Limited
One Microsoft Place
South County Business Park
Leopardstown
Dublin 18
D18 P521
Ireland

Microsoft

Enterprise Subscription Enrollment (Indirect)

Government

Enterprise Subscription Enrollment number *Microsoft to complete*	73048190	Previous Enrollment number *Reseller to complete*	87425632

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

This Microsoft Enterprise Subscription Enrollment is entered into between the entities identified on the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or Customer's Affiliate, that entered into the Enterprise Agreement identified on the signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the terms of either the Microsoft Business Agreement or Microsoft Business and Services Agreement ("Master Agreement") identified on the signature form, (4) the Product Selection Form, (5) the Product Terms, (6) any Supplemental Contact Information form, Previous Agreement/Enrollment form and other forms that may be required, (7) the Online Services Supplemental Terms and Conditions if Customer's Master Agreement is a version 2009 or earlier and Enrolled Affiliate is ordering Online Services, and (8) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement and the Master Agreement.

Effective date. If Enrolled Affiliate is renewing Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term. Any reference in this Enrollment to "day" will be a calendar day.

Prior Enrollment(s). If renewing Subscription Licenses from another Enrollment or agreement, the previous Enrollment or agreement number must be identified in the appropriate box above. If renewing from multiple Enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement and applicable Master Agreement. The following definitions also apply:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise

Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (e.g., personal computer), a multi-function server, or a commercially viable substitute for one of these systems, and (2) only employs an industry or task-specific software program (e.g., a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (e.g., email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality, and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement.

"Reserved License" means for an Online Service identified as eligible for annual orders in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"Software" means licensed copies of Microsoft software identified in the Product Terms. Software does not include Online Services or Services Deliverables, but Software may be part of an Online Service.

"Subscription License" means, for purposes of this Enrollment, a fixed term license that expires when the Enrollment expires or is terminated, unless the buyout option is exercised. Any License ordered under this Enrollment is a Subscription License, even if it is otherwise designated on a purchase order.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

2. Order requirements.

a. Minimum order requirements. Enrolled Affiliate's Enterprise must have a minimum of 500 Qualified Users or Qualified Devices. The initial order must include at least 500 Subscription Licenses in a single Product pool for Enterprise Products or Enterprise Online Services.

(i) **Enterprise Commitment.** Enrolled Affiliate must order enough Licenses from the Product pool for each Enterprise Product ordered to cover all Qualified Users and/or all Qualified Devices. Enrolled Affiliate may elect to mix Enterprise Products and Enterprise Online Services within a Product pool as long as all Qualified Devices not covered by a License are only used by users covered with a user License.

(ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 500 Subscription Licenses for Enterprise Online Services.

b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.

c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. **Resellers.** Orders must be submitted to an authorized Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Resellers and other third parties do not have authority to bind or impose any obligation or liability on the Microsoft Affiliate that enters into this Enrollment.

f. **Adding Products.**

(i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) **Adding Licenses for previously ordered Products.** Additional quantities of Additional Products other than Online Services may be used at any time provided an order is placed in the month the Product is first used. Additional Licenses for Online Services must be ordered prior to use unless the Online Services are (1) identified as eligible for the annual order process in the Product Terms or (2) included as part of other Licenses.

g. **Annual order requirements.** Enrolled Affiliate must submit an annual order that accounts for any changes since the initial order or last annual order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the annual order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must order Licenses for any quantities used that are not already covered by existing Licenses.

(iii) **Online Services.** For Online Services identified as eligible for annual orders in the Product Terms, Enrolled Affiliate may place a reservation order for additional Licenses prior to use, and payment may be deferred until the next annual order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered, as well as proactively for the following year (if applicable).

(iv) **Subscription License Reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the enrollment anniversary date on a prospective basis as follows:

1) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses for Online Services remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available.

2) For Additional Products, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

(v) **Device-based and user-based Licenses.** At each Enrollment anniversary date, if Enrolled Affiliate ordered device-based Licenses in the prior year, it may instead order user-based Licenses or vice versa, provided the Product is available on both a device and user basis in the Use Rights.

(vi) **Annual order period.** The annual order must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The third year anniversary annual order is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may order more often than at each Enrollment anniversary date except for Subscription License reductions.

(vii) **Late annual order.** If the annual order is not received when due:

1) Microsoft may invoice Reseller for the following year for (1) the quantity of Subscription Licenses ordered in the prior year and (2) Reserved Licenses in excess of the quantity previously invoiced, and

2) License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For Enterprise Products and Online Services eligible for the annual order process, if step-up Licenses are included on an initial order, Enrolled Affiliate may order according to the annual order process.

(ii) For Additional Products (and Enterprise Products and Online Services eligible for the annual order process but not included on an initial order), Enrolled Affiliate may step-up by following the process described in the Section titled "Adding Licenses for previously ordered Products."

i. **Buy-out option.** Enrolled Affiliate may buy out active Subscription Licenses acquired under this Enrollment for Products other than Online Services (if permitted) and acquire perpetual Licenses for the latest version of the Product as of the Expiration Date by placing an order for such Licenses. Microsoft must receive the buy-out order no more than 30 days prior to the Expiration Date. The Expiration Date will be the invoice date for the buy-out order. The buy-out order must include Subscription Licenses for: (1) Qualified Devices and Qualified Users added during the final year of the Enrollment term, and (2) any Additional Products used by Enrolled Affiliate for which it has not yet placed an order, and (3) either or both of the following:

(i) For all Enterprise Products which allow buy-out, the number of perpetual Licenses equal to the total number of Enrolled Affiliate's current Qualified Devices or Qualified Users for such Products, and/or

(ii) For Additional Products, the number of perpetual Licenses Enrolled Affiliate elects to obtain.

j. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a

reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

k. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Master Agreement.

3. *Pricing.*

a. **Price levels.** Each Product is assigned to a Product pool as shown on the Product Terms. Price levels (A, B, C, or D) are set separately for each pool. Price levels for the applicable Product pools are set forth in the Product Selection Form.

b. **Setting prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Microsoft's prices to Reseller for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term, provided that Enrolled Affiliate qualifies for the same price level for the entire term. Price levels and Microsoft's prices to Reseller are reestablished at the beginning of the renewal term. If Enrolled Affiliate qualifies for a different price level during the applicable initial or renewal term, Microsoft may at its discretion establish a new price level for future new orders either upon Enrolled Affiliate's request or on its own initiative. Any changes will be based upon price level rules in the Product Selection Form.

4. *Payment terms.*

Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of each order. Annual orders will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date, after receiving each annual order.

5. *End of Enrollment term and termination.*

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment. A final order for any Reserved Licenses for Online Services not previously paid for must be made within 30 days prior to the Expiration Date.

b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products and Services by renewing this Enrollment for one additional 36 month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. **If Enrolled Affiliate elects not to renew.**

(i) **Subscription Licenses buy-out.** Enrolled Affiliate may elect to obtain perpetual Licenses as described in the Section titled "Buy-out option" for Licenses for which a buy-out is available.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** If Enrolled Affiliate does not renew prior to the Expiration Date, access to the Online Services will automatically continue month-to-month in accordance with the terms of the Enrollment ("Extended Term") for up to the first twelve months following the Expiration Date unless designated in the Product Terms to continue until cancelled. For the first twelve months of the Extended Term, Online Services will be invoiced monthly at the then-current published price

for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee. During the Extended Term, the then-current Product Terms will apply to Enrolled Affiliate's use. If Enrolled Affiliate does not want an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) Subscription Licenses and Online Services without an Extended Term. If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the agreement.

e. Early termination. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates this Enrollment because Enrolled Affiliate has ceased to be Customer's Affiliate, then Enrolled Affiliate will have the following options for Licenses:

(i) Enrolled Affiliate may obtain perpetual Licenses as described in the section titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.

(ii) Where not exercising buy-out option, in the event of breach by Microsoft, Microsoft will issue Reseller a credit for any amount paid in advance that would apply after the date of termination.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Identify which Affiliates are included in the Enterprise. Affiliates must be separate legal entities, not departments, divisions, or business units.

Check **only one box** in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates.

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and the following Affiliate(s):

Unless specifically identified above, all Affiliates of Customer, either existing at the execution of this Enrollment or created or acquired after the execution of this Enrollment, will be excluded from the Enterprise. To request that an additional Affiliate be included in Customer's Enterprise, Customer must identify an Affiliate to Microsoft in writing and provide any required documentation. Microsoft will reasonably review requests under this paragraph and may approve the inclusion of an Affiliate in Customer's Enterprise in its sole discretion.

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

a. Primary contact. This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes.

Name of entity (must be legal entity name)* Guardians of NZ Superannuation
Contact name: First* Ian **Middle** **Last*** Cormack
Contact email address* icormack@nzsuperfund.co.nz
Street address* Level 12, Zurich House, 21 Queen Street
City* Auckland
Postal code* 1011
Country* New Zealand
Phone 64 9 300 6980
Tax ID
** indicates required field*

b. Notices contact and Online Administrator. This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to an annual order.

☐ Same as primary contact (default if no information is provided below, even if box is not checked)
Contact name: First* Brandon **Middle** **Last*** Chan
Contact email address* bchan@nzsuperfund.co.nz
Street address* Level 12, Zurich House, 21 Queen Street
City* Auckland

Postal code* 1011
Country* New Zealand
Phone 64 9 300 6980
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required field*

c. Online Services Manager. This contact is authorized to (1) manage the Online Services ordered under the Enrollment and (2) reserve Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to an annual order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)
Contact name: First* Brandon **Middle** **Last*** Chan
Contact email address* bchan@nzsuperfund.co.nz
Phone 64 9 300 6980
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required field*

d. Reseller information. Reseller's contact for this Enrollment is:

Reseller company name* Datacom Systems Ltd
Street address (PO boxes will not be accepted)* 68-86 Jervois Quay
City* Wellington
Postal code* 6011
Country* New Zealand
Contact name: First* Joanne **Middle** **Last*** Livingston
Phone +6492175868
Contact email address* joanne.livingston@datacom.com
** indicates required field*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* *Joanne Livingston*

Printed name* Joanne Livingston
Printed title*
Date*

** indicates required field*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact
(ii) Software Assurance Manager
(iii) Subscriptions Manager
(iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

Microsoft

Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration Form. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to: ☒ Enrollment/Affiliate Registration Form

. Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at https://privacy.microsoft.com/privacystatement.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity*
Contact name: First* Middle Last*
Contact email address*
Street address*
City*
Postal code*
Country*
Phone*
This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity*
Contact name: First* Middle Last*
Contact email address*
Street address*
City*
Postal code*
Country*
Phone*
This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

3. *Subscriptions manager.*

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity*
Contact name: First* **Middle** **Last***
Contact email address*
Street address*
City*
Postal code*
Country*
Phone*
This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

4. *Online services manager.*

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* Guardians of NZ Superannuation
Contact name: First* Brandon **Middle** **Last*** Chan
Contact email address* bchan@nzsuperfund.co.nz
Street address* Level 12, Zurich House, 21 Queen Street
City* Auckland
Postal code* 1011
Country* New Zealand
Phone* 64 9 300 6980
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

5. *Customer Support Manager (CSM).*

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity*
Contact name: First* **Middle** **Last***
Contact email address*
Street address*
City*
Postal code*
Country*
Phone*
** indicates required fields*

(For Japan only)
Name of entity*
Contact name: First* **Middle** **Last***
Contact email address*
Street address*
City*
Postal code*
Country*
Phone*
** indicates required fields*

☐ This contact is a third party service provider (not the entity). Warning: This contact receives personally identifiable information of the entity. Entity authorizes Microsoft to deliver Services directly to this third party service provider and acknowledges it will receive personally identifiable information of entity's employees. Entity acknowledges and agrees that this third party service provider is entity's agent and is acting solely on entity's behalf. Entity is solely responsible for this third party service provider's use of any Services, its compliance with the terms of the Enrollment, and any of its acts or omissions related to the Services.

6. Primary contact information.

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* Guardians of NZ Superannuation
Contact name: First* Ian **Middle** **Last*** Cormack
Contact email address* icormack@nzsuperfund.co.nz
Street address* Level 12, Zurich House, 21 Queen Street
City* Auckland
Postal code* 1011
Country* New Zealand
Phone* 64 9 300 6980
** indicates required fields*

7. Notices contact and online administrator information.

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☐ *Same as primary contact*
Name of entity* Guardians of NZ Superannuation
Contact name: First* Brandon **Middle** **Last*** Chan
Contact email address* bchan@nzsuperfund.co.nz
Street address* Level 12, Zurich House, 21 Queen Street
City* Auckland
Postal code* 1011
Country* New Zealand
Phone* 64 9 300 6980
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

Microsoft

Qualifying Government Entity Addendum

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

1. The following definition is added:

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

2. The definitions of "Customer" and "Affiliate" are amended as follows:

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

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

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

4. The following pricing provision is added:

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

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

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

6. The following provision is added:

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

Previous Enrollment(s)/Agreement(s) Form

Entity Name: Guardians of NZ Superannuation
Contract that this form is attached to: Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.

b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.

c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.

d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).

e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	87425632		X

Microsoft | Volume Licensing

Discount Transparency Disclosure Form

Date:	9/4/2024
Program:	ENTERPRISE SUBSCRIPTION
Enrollment Number:	Renewal
Quote Number:	2722674.004
Reseller Name:	Datacom Systems Ltd
Reseller Address:	68-86 Jervois Quay Wellington, NZ, 6011

Discount Details

For this enrollment, Microsoft provided the Customer's Partner a discount off of the Partner's Net Price. The Partner is required, by Microsoft, to pass on the discount to the Customer by reducing the Microsoft Product resale price by an amount equal to or greater than the discount.

Listed on this form is the maximum price the Partner may charge for the Microsoft Products to be ordered under this enrollment. The Maximum Resale Price (MRP) is calculated by subtracting the discount provided to the Partner, from the total estimated resale price for the Microsoft Products.

The requirement to pass through the discount does not mean that Microsoft is setting the Customer's actual price. Partners remain free to set the price charged for Microsoft Products at any point equal to or below MRP. The Customer's actual price will be established by a separate agreement between Customer and its Partner. Note that the MRP listed on this form does not include fees for non-Microsoft products, partner services or normal transaction costs. Normal transaction costs include taxes or other fees assessed by a local or federal government.

For Ordered Products

Currency	Maximum Resale Price
New Zealand Dollar	[redacted] 9(2)(b)(ii)

In this form, the following definitions apply:
"Customer" means the entity that may enter or has entered into a Contract with the Partner.
"Contract" means a binding agreement between the Partner and Affiliate, under which Customer orders Products from Partner.
"Microsoft" means (1) the entity that has entered into an agreement with Partner under which Partner may place orders for Microsoft Products for use by the Customer and (2) the affiliates of such entity, as appropriate.
"Maximum Resale Price" means the sum of the Estimated Resale Price for the Microsoft Products ordered under the Customer Contract minus the discount off of the Partner's Net Price provided by Microsoft listed in the currency in which the Partner or Partner's reseller transacts with Microsoft.
"Product" means all Microsoft Products identified in the Product Terms, such as all Software, Online Services, and other web-based services, including pre-release or beta version. Microsoft product availability may vary by region.

Partner:	Datacom Systems Ltd
Customer:	Guardians of NZ Superannuation
Signature of Customer's authorized representative:	Rob Posgate Rob Posgate (Sep 24, 2024 14:45 GMT+12)
Printed name:	Rob Posgate
Printed title:	Legal Counsel
Date:	Sep 24, 2024

SECTION 1 - Licenses and Software Assurance					
Ordered Product Pricing & Usage Year 1					
Product Description	**Part Number**	**Maximum Price (NZD)**	**License Quantity**	**Usage Country**	**Subtotal (NZD)**
Additional Products					
Visual Studio Ent MSDN ALng LSA	MX3-00115	[redacted]	[redacted]	New Zealand	[redacted]
Visual Studio Pro MSDN ALng LSA	77D-00110			New Zealand	
SQL Server Enterprise Core ALng LSA 2L	7JQ-00341			New Zealand	
Total Year 1 Maximum Price Licenses and Software Assurance					[redacted]

9(2)(b)(ii)

SECTION 2 - Monthly Subscriptions									
Ordered Product Pricing & Usage Year 1									
Product Description	**Part Number**	**Usage Indicator**	**Usage Start Date**	**Unit Of Measure**	**Unit Quantity**	**Maximum Price (NZD)**	**License Quantity**	**Usage Country**	**Subtotal (NZD)**
Enterprise									
M365 E5 Unified Existing Customer Sub Per User	AAD-33168	Adjustable	10/1/2024	Monthly	[redacted]	[redacted]	[redacted]	New Zealand	[redacted]
M365 E5 Unified FSA Renewal Sub Per User	AAD-33177	Adjustable	10/1/2024	Monthly				New Zealand	
Additional Products									
M365 Copilot Sub Add-on	83I-00001	Adjustable	10/1/2024	Monthly	[redacted]	[redacted]	[redacted]	New Zealand	[redacted]
Visio P2 FSA Renewal Sub Per User	9K3-00002	Adjustable	10/1/2024	Monthly				New Zealand	
Visio P2 Sub Per User	N9U-00002	Adjustable	10/1/2024	Monthly				New Zealand	
D365 Sales Pro Sub Per User	NCR-00001	Adjustable	10/1/2024	Monthly				New Zealand	
D365 Team Members Sub Per User	MTH-00001	Adjustable	10/1/2024	Monthly				New Zealand	
Entra ID P2 Sub Per User	6E6-00003	Adjustable	10/1/2024	Monthly				New Zealand	
EOA Exchange Online Sub Per User	4DS-00001	Adjustable	10/1/2024	Monthly				New Zealand	
Exchange Online P1 Sub Per User	TRA-00047	Adjustable	10/1/2024	Monthly				New Zealand	
Phone Resource Account Sub Phone System Virtual User	QE7-00006	Adjustable	10/1/2024	Monthly				New Zealand	
Power Apps Per App Sub 1 App or Website	J8Q-00005	Adjustable	10/1/2024	Monthly				New Zealand	
Power Apps Premium Sub Per User	SEJ-00002	Adjustable	10/1/2024	Monthly				New Zealand	
Power Automate Premium Sub Per User	1O4-00001	Adjustable	10/1/2024	Monthly				New Zealand	
Power BI Premium USL AO Sub Add-on	9IL-00007	Adjustable	10/1/2024	Monthly				New Zealand	
Project Online Essentials Sub Per User	3Q2-00002	Adjustable	10/1/2024	Monthly				New Zealand	
Project P3 Sub Per User	7LS-00002	Adjustable	10/1/2024	Monthly				New Zealand	
Project P5 Sub Per User	7SY-00002	Adjustable	10/1/2024	Monthly				New Zealand	
Teams Rooms Pro Sub Per Device	V9B-00001	Adjustable	10/1/2024	Monthly				New Zealand	
Teams Shared Devices Sub Per Device	KXG-00002	Adjustable	10/1/2024	Monthly				New Zealand	
Total Year 1 Maximum Price Monthly Subscriptions									[redacted]

9(2)(b)(ii)

Future Pricing					
Enterprise Online Services					
Product Description	**Part Number**	**Max Price Level A (NZD)**	**Max Price Level B (NZD)**	**Max Price Level C (NZD)**	**Max Price Level D (NZD)**
Future Monthly - Enterprise Online Services					
M365 E5 Unified Existing Customer Sub Per User	AAD-33168	-	-	-	
M365 E5 Unified FSA Renewal Sub Per User	AAD-33177	-	-	-	
Additional Products					
Product Description	**Part Number**	**Max Price Level A (NZD)**	**Max Price Level B (NZD)**	**Max Price Level C (NZD)**	**Max Price Level D (NZD)**
Subscription Prices					
Visual Studio Ent MSDN ALng LSA	MX3-00115	-	-	-	
Visual Studio Pro MSDN ALng LSA	77D-00110	-	-	-	
SQL Server Enterprise Core ALng LSA 2L	7JQ-00341	-	-	-	
Step-Ups					
Visual Studio Ent with GitHub ALng SASU Visual Studio Ent MSDN	QEJ-00005	-	-	-	
Visual Studio Pro with GitHub ALng SASU VS Pro w/MSDN	QEK-00004	-	-	-	
Higher Editions					
Visual Studio Ent with GitHub ALng LSA	QEJ-00001	-	-	-	
Visual Studio Pro with GitHub ALng LSA	QEK-00001	-	-	-	
Additional Online Products					
Product Description	**Part Number**	**Max Price Level A (NZD)**	**Max Price Level B (NZD)**	**Max Price Level C (NZD)**	**Max Price Level D (NZD)**
Online Services					
M365 Copilot Sub Add-on	83I-00001	-	-	-	
Visio P2 Sub Per User	N9U-00002	-	-	-	
D365 Sales Pro Sub Per User	NCR-00001	-	-	-	
D365 Team Members Sub Per User	MTH-00001	-	-	-	
EOA Exchange Online Sub Per User	4DS-00001	-	-	-	
Exchange Online P1 Sub Per User	TRA-00047	-	-	-	
Phone Resource Account Sub Phone System Virtual User	QE7-00006	-	-	-	
Power Apps Per App Sub 1 App or Website	J8Q-00005	-	-	-	
Power Apps Premium Sub Per User	SEJ-00002	-	-	-	
Power Automate Premium Sub Per User	1O4-00001	-	-	-	
Power BI Premium USL AO Sub Add-on	9IL-00007	-	-	-	
Project Online Essentials Sub Per User	3Q2-00002	-	-	-	
Project P3 Sub Per User	7LS-00002	-	-	-	
Project P5 Sub Per User	7SY-00002	-	-	-	
Teams Rooms Pro Sub Per Device	V9B-00001	-	-	-	
Teams Shared Devices Sub Per Device	KXG-00002	-	-	-	
Step-Ups					
M365 Copilot Sales SU M365 Copilot Managed Add-on	EP2-01827	-	-	-	
M365 Copilot Service SU M365 Copilot Managed Add-on	EP2-01829	-	-	-	
Project P3 SU Project Online Essentials Per User	7LS-00008	-	-	-	
Project P5 SU Project P3 Per User	7SY-00006	-	-	-	
Higher Editions					
M365 Copilot Sales Sub Add-on	EP2-01826	-	-	-	
M365 Copilot Service Sub Add-on	EP2-01828	-	-	-	

9(2)(b)(ii)

Microsoft Volume Licensing

Amendment to Contract Documents

Enrollment Number		7-3B47BJCNED

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.

Enterprise Subscription Enrollment
Copilot Discount Acknowledgement
Amendment ID CTM

The Department and Microsoft have agreed to a commercial model where the level of discounts for Copilot for Microsoft 365 are based upon the total aggregate quantity of Copilot for Microsoft 365 purchased under the Agreement by all Enrolled Affiliates. As such, discounts across Enrolled Affiliates may change according to quantity of Copilot for Microsoft 365 licenses purchased.

Enrolled Affiliate agrees that it will sign any supplementary contracts required by Microsoft and the Reseller solely for the purposes of enabling the Reseller to apply the applicable qualifying discount to the Enrolled Affiliate's purchase of Copilot for Microsoft 365 provided that such supplementary contracts do not contain provisions other than the enablement of the applicable qualifying discount. If Enrolled Affiliate does not sign such supplementary contracts, Enrolled Affiliate acknowledges that Microsoft reserves the right to withhold processing of the relevant Copilot for Microsoft 365 order and applying the applicable qualifying discount.

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.

Microsoft Internal Use Only:

CTM - Copilot Discount Acknowledgement.docx	CTM	CTM-CPT-CPL	BD

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID

2722674.004

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	0	347	-	User Licenses

Products	Enterprise Quantity
Microsoft 365 Enterprise	
M365 E5 FromSA Unified Renewal	111
M365 E5 USL Unified Existing Customer	236

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	347	347	347	347

Enrolled Affiliate's Price Level:

Product Offering / Pool	**Price Level**
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	[redacted]
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	

9(2)(b)(ii)

Notes

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
[redacted]	
Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	

9(2)(b)(ii)

Microsoft

Program Signature Form

MBA/MBSA number	U5038311
Agreement number	83E60121

7-3CIDY3XVER

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-13127
Enterprise Amendment	CTM-CTC-ENR,CTM-CPT-CTC-ENR-M610
Product Selection Form	Product Selection Form
Discount Transparency Disclosure Form	Discount Transparency Disclosure Form

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Guardians of NZ Superannuation
Signature* Rob Posgate (Sep 24, 2024 14:46 GMT+12)
Printed First and Last Name* Rob Posgate
Printed Title Legal Counsel
Signature Date* Sep 24, 2024
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Ireland Operations Limited
Signature **Printed First and Last Name** **Printed Title** **Signature Date** (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* **Signature*** **Printed First and Last Name*** **Printed Title** **Signature Date***

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* **Signature*** _____ **Printed First and Last Name*** **Printed Title** **Signature Date***

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Ireland Operations Limited
One Microsoft Place
South County Business Park
Leopardstown
Dublin 18
D18 P521
Ireland

Customer: Please remit to your reseller.

Single-tier countries

Reseller: Please remit to:

Microsoft Ireland Operations Limited
One Microsoft Place
South County Business Park
Leopardstown
Dublin 18
D18 P521
Ireland

Two-tier countries

Reseller: Please remit to the distributor.
Distributor: Please remit to:

Microsoft Ireland Operations Limited
One Microsoft Place
South County Business Park
Leopardstown
Dublin 18
D18 P521
Ireland

Microsoft

Enterprise Enrollment (Indirect) Government

Enterprise Enrollment number *Microsoft to complete*	59500114	Previous Enrollment number *Reseller to complete*	69005062

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

This Microsoft Enterprise Enrollment is entered into between the entities identified on the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or Customer's Affiliate, that entered into the Enterprise Agreement identified on the signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the terms of either the Microsoft Business Agreement or Microsoft Business and Services Agreement ("Master Agreement") identified on the signature form, (4) the Product Selection Form, (5) the Product Terms, (6) any Supplemental Contact Information form, Previous Agreement/Enrollment form and other forms that may be required, (7) the Online Services Supplemental Terms and Conditions if Customer's Master Agreement is a version 2009 or earlier and Enrolled Affiliate is ordering Online Services, and (8) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement and the Master Agreement.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term. Any reference in this Enrollment to "day" will be a calendar day.

Prior Enrollment(s). If renewing Software Assurance or Subscription Licenses from another Enrollment or agreement, the previous Enrollment or agreement number must be identified in the respective boxes above. If renewing from multiple Enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement and applicable Master Agreement. The following definitions also apply:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise

Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (e.g., personal computer), a multi-function server, or a commercially viable substitute for one of these systems, and (2) only employs an industry or task-specific software program (e.g., a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (e.g., email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality, and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement.

"Reserved License" means for an Online Service identified as eligible for true-up in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"Software" means licensed copies of Microsoft software identified in the Product Terms. Software does not include Online Services or Services Deliverables, but Software may be part of an Online Service.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

2. Order requirements.

a. Minimum order requirements. Enrolled Affiliate's Enterprise must have a minimum of 500 Qualified Users or Qualified Devices. The initial order must include at least 500 Licenses in a single Product pool for Enterprise Products or Enterprise Online Services.

(i) Enterprise commitment. Enrolled Affiliate must order enough Licenses from the Product pool for each Enterprise Product ordered to cover all Qualified Users and/or all Qualified Devices. Enrolled Affiliate may elect to mix Enterprise Products and Enterprise Online Services within a Product pool as long as all Qualified Devices not covered by a License are only used by users covered with a user License.

(ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 500 Subscription Licenses for Enterprise Online Services.

b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.

c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. **Resellers.** Orders must be submitted to an authorized Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Resellers and other third parties do not have authority to bind or impose any obligation or liability on the Microsoft Affiliate that enters into this Enrollment.

f. **Adding Products.**

(i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use, and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices or Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form,

and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses and add-on Subscription Licenses do not count towards this total count.

2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses for Online Services remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) Update statement. An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise has not: (1) changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services, and (2) increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) True-up order period. The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Master Agreement.

3. *Pricing.*

a. **Price levels.** Each Product is assigned to a Product pool as shown in the Product Terms. Price levels (A, B, C or D) are set separately for each pool. Price levels for the applicable Product pools are set forth in the Product Selection Form.

b. **Setting prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Microsoft's prices to Reseller for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term, provided that Enrolled Affiliate qualifies for the same price level for the entire term. Price levels and Microsoft's prices to Reseller are reestablished at the beginning of the renewal term. If Enrolled Affiliate qualifies for a different price level during the applicable initial or renewal term, Microsoft may at its discretion establish a new price level for future new orders either upon Enrolled Affiliate's request or on its own initiative. Any changes will be based upon price level rules in the Product Selection Form.

4. *Payment terms.*

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. *End of Enrollment term and termination.*

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products and Services by renewing this Enrollment for one additional 36 month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. **If Enrolled Affiliate elects not to renew.**

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** If Enrolled Affiliate does not renew prior to the Expiration Date, access to the Online Services will automatically continue month-to-month in accordance with the terms of the Enrollment ("Extended Term") for up to the first twelve months following the Expiration Date unless designated in the Product Terms to continue until cancelled. For the first twelve months of the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee. During the Extended Term, the then-current Product Terms will apply to

Enrolled Affiliate's use. If Enrolled Affiliate does not want an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) Subscription Licenses and Online Services without an Extended Term. If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the agreement.

e. Early termination. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates this Enrollment because Enrolled Affiliate has ceased to be Customer's Affiliate, then Enrolled Affiliate will have the following options for Licenses, excluding Subscription Licenses:

(i) It may immediately pay the total remaining amount due, including all installments, in which case, Enrolled Affiliate will have perpetual rights for all Licenses it has ordered (for the latest version of Products ordered under Software Assurance coverage in an initial or renewal term), or

(ii) It may pay only amounts due as of the termination date, in which case Enrolled Affiliate will have perpetual Licenses (for the latest version of Products ordered under Software Assurance coverage in an initial or renewal term) for (1) all copies of Products for which payment has been made in full, and (2) a proportional number of copies of Products it has ordered for which payment has been made.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Identify which Affiliates are included in the Enterprise (Required). Affiliates must be separate legal entities, not departments, divisions, or business units.

Check **only one box** in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates.

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and the following Affiliate(s):

Unless specifically identified above, all Affiliates of Customer, either existing at the execution of this Enrollment or created or acquired after the execution of this Enrollment, will be excluded from the Enterprise. To request that an additional Affiliate be included in Customer's Enterprise, Customer must identify an Affiliate to Microsoft in writing and provide any required documentation. Microsoft will reasonably review requests under this paragraph and may approve the inclusion of an Affiliate in Customer's Enterprise in its sole discretion.

2. *Contact information.*

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

a. Primary contact. This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes.

Name of entity (must be legal entity name)* Guardians of NZ Superannuation
Contact name: First* Ian **Middle** **Last*** Cormack
Contact email address* icormack@nzsuperfund.co.nz
Street address* Level 12, Zurich House, 21 Queen Street
City* Auckland
Postal code* 1011
Country* New Zealand
Phone 64 9 300 6980
Tax ID
** indicates required field*

b. Notices contact and Online Administrator. This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if box is not checked)
Contact name: First* Ian **Middle** **Last*** Cormack
Contact email address* icormack@nzsuperfund.co.nz
Street address* Level 12, Zurich House, 21 Queen Street
City* Auckland

Postal code* 1011
Country* New Zealand
Phone 64 9 300 6980
Language preference. Choose the language for notices. English
☐ This contact is a third party (not Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required field*

c. Online Services Manager. This contact is authorized to (1) manage the Online Services ordered under the Enrollment and (2) reserve Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)
Contact name: First* Brandon **Middle** **Last*** Chan
Contact email address* bchan@nzsuperfund.co.nz
Phone 64 9 300 6980
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required field*

d. Reseller information. Reseller contact for this Enrollment is:

Reseller company name* Datacom Systems Ltd
Street address (PO boxes will not be accepted)* 68-86 Jervois Quay
City* Wellington
Postal code* 6011
Country* New Zealand
Contact name: First* Joanne **Middle** **Last*** Livingston
Phone +6492175868
Contact email address* joanne.livingston@datacom.com
** indicates required field*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* *Joanne Livingston*

Printed name* Joanne Livingston
Printed title*
Date*

** indicates required field*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional Notices Contact
(ii) Software Assurance Manager
(iii) Subscriptions Manager
(iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

Microsoft

Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration Form. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to: ☒ Enrollment/Affiliate Registration Form

. Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at https://privacy.microsoft.com/privacystatement.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity* Guardians of NZ Superannuation
Contact name: First* Brandon **Middle** **Last*** Chan
Contact email address* bchan@nzsuperfund.co.nz
Street address* Level 12, Zurich House, 21 Queen Street
City* Auckland
Postal code* 1011
Country* New Zealand
Phone* 64 9 300 6980
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity* Guardians of NZ Superannuation
Contact name: First* Brandon **Middle** **Last*** Chan
Contact email address* bchan@nzsuperfund.co.nz
Street address* Level 12, Zurich House, 21 Queen Street
City* Auckland
Postal code* 1011
Country* New Zealand
Phone* 64 9 300 6980
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

3. *Subscriptions manager.*

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity* Guardians of NZ Superannuation
Contact name: First* Brandon **Middle** **Last*** Chan
Contact email address* bchan@nzsuperfund.co.nz
Street address* Level 12, Zurich House, 21 Queen Street
City* Auckland
Postal code* 1011
Country* New Zealand
Phone* 64 9 300 6980
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

4. *Online services manager.*

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* Guardians of NZ Superannuation
Contact name: First* Brandon **Middle** **Last*** Chan
Contact email address* bchan@nzsuperfund.co.nz
Street address* Level 12, Zurich House, 21 Queen Street
City* Auckland
Postal code* 1011
Country* New Zealand
Phone* 64 9 300 6980
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

5. *Customer Support Manager (CSM).*

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity* Guardians of NZ Superannuation
Contact name: First* Brandon **Middle** **Last*** Chan
Contact email address* bchan@nzsuperfund.co.nz
Street address* Level 12, Zurich House, 21 Queen Street
City* Auckland
Postal code* 1011
Country* New Zealand
Phone* 64 9 300 6980
** indicates required fields*

(For Japan only)
Name of entity*
Contact name: First* **Middle** **Last***
Contact email address*
Street address*
City*
Postal code*
Country*
Phone*
** indicates required fields*

☐ This contact is a third party service provider (not the entity). Warning: This contact receives personally identifiable information of the entity. Entity authorizes Microsoft to deliver Services directly to this third party service provider and acknowledges it will receive personally identifiable information of entity's employees. Entity acknowledges and agrees that this third party service provider is entity's agent and is acting solely on entity's behalf. Entity is solely responsible for this third party service provider's use of any Services, its compliance with the terms of the Enrollment, and any of its acts or omissions related to the Services.

6. Primary contact information.

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* Guardians of NZ Superannuation
Contact name: First* Ian **Middle** **Last*** Cormack
Contact email address* icormack@nzsuperfund.co.nz
Street address* Level 12, Zurich House, 21 Queen Street
City* Auckland
Postal code* 1011
Country* New Zealand
Phone* 64 9 300 6980
** indicates required fields*

7. Notices contact and online administrator information.

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☒ *Same as primary contact*
Name of entity* Guardians of NZ Superannuation
Contact name: First* Ian **Middle** **Last*** Cormack
Contact email address* icormack@nzsuperfund.co.nz
Street address* Level 12, Zurich House, 21 Queen Street
City* Auckland
Postal code* 1011
Country* New Zealand
Phone* 64 9 300 6980
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

Microsoft

Qualifying Government Entity Addendum

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

1. The following definition is added:

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

2. The definitions of "Customer" and "Affiliate" are amended as follows:

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

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

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

4. The following pricing provision is added:

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

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

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

6. The following provision is added:

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

Previous Enrollment(s)/Agreement(s) Form

Entity Name: Guardians of NZ Superannuation
Contract that this form is attached to: Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.

b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.

c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.

d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).

e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	69005062	X	X

Microsoft Volume Licensing

Amendment to Contract Documents

Enrollment Number		7-3CIDY3XVER

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.

Enterprise Enrollment
Companion Enrollment Amendment
Amendment ID CTM

The purpose of this Companion Enrollment Amendment ("Amendment") is to enable the renewal of the licensing of Products that were licensed under the Previous Companion Enrollment by entering into a new Enterprise Enrollment.

For clarity, the intent of this amendment is to waive this Enrollments requirement for Enrolled Affiliate to satisfy the minimum order requirement for Enterprise Products. Licenses for Enterprise Products and Enterprise Online Services are not available under this Enrollment.
This Amendment applies only for the initial term of the Enrollment. If no alternative viable Microsoft Volume Licensing Program is available at the time of renewal of this Enrollment, Microsoft will work in good faith to re-apply this Amendment for the renewal term.

Amendment:

Section 2(a) of the Enrollment is deleted as replaced as follows:
2(a) Minimum order Requirements

Subject to Enrolled Affiliate having previously qualified and entered a Previous Companion Enrollment and agreeing to license at least one Enterprise Product or Enterprise Online Service on an Enterprise-wide basis under a new Enterprise Subscription Enrollment, then Enrolled Affiliate may order Additional Products only under this Enrollment.

Previous MCSSA Enterprise Subscription Enrollment number	87425632	New Enterprise Subscription Enrollment Number	
Previous Companion Enrollment Number Reseller to Complete	69005062		

Microsoft hereby waives the requirement for a Product Selection Form for this Enrollment only.

Enterprise Enrollment
Azure Commitment Discount – Pay as You Go
Amendment ID CTM-M610

The parties agree that the following new sections are added to the Enrollment:

1. Definitions

a. **"Azure Commitment Discount"** means the discount that Microsoft will apply to Microsoft Azure Services in the current month's Enterprise Agreement price list, in the month it is used.

b. **"Azure Commitment Discount Coverage Period"** means the period for which the Azure Commitment Discount will be applied to Consumption Rates for Microsoft Azure Services.

2. Azure Commitment Discount

Microsoft is providing *Enrolled Affiliate's Reseller* an Azure Commitment Discount indicated in Table A. Azure Commitment Discount is referenced as "Discount (%)". The Azure Commitment Discount will be applied during the Azure Commitment Discount Coverage Period in the table below starting from "Begin Date" through "End Date".

Microsoft is under no obligation to repeat the offer herein.

Table A

Azure Commitment Discount Table

Discount (%)	Begin Date	End Date	For Multi-Tenant Enrollment only: Lead Legal Entity Name, or Tenant Affiliate Name on the Enrollment to which Azure Commitment Discount applies
[redacted]	01 October 2024	30 September 2025	Guardians of NZ Superannuation

9(2)(b)(ii)

s 9(2)(ba)(i)

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:

CTM - Companion EA.docx	CTM	CTM-CTC-ENR	BD

(M610)EnrAmend(AzureCommitmentDiscount - PayAsYouGo)(WW)(ENG)(Mar2023)v4(IU).docx	CTM	CTM-CPT-CTC-ENR-M610	BD

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID	Enrollment Number
2723131.003	

Language: English (United States)

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	0	0	0	0

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	[redacted]
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	

9(2)(b)(ii)

Notes

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
[redacted]	

9(2)(b)(ii)

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Microsoft | Volume Licensing

Discount Transparency Disclosure Form

Date:	9/4/2024
Program:	Enterprise 6
Enrollment Number:	Renewal
Quote Number:	2723131.003
Reseller Name:	Datacom Systems Ltd
Reseller Address:	68-86 Jervois Quay Wellington, NZ, 6011

Discount Details

For this enrollment, Microsoft provided the Customer's Partner a discount off of the Partner's Net Price. The Partner is required, by Microsoft, to pass on the discount to the Customer by reducing the Microsoft Product resale price by an amount equal to or greater than the discount.

Listed on this form is the maximum price the Partner may charge for the Microsoft Products to be ordered under this enrollment. The Maximum Resale Price (MRP) is calculated by subtracting the discount provided to the Partner, from the total estimated resale price for the Microsoft Products.

The requirement to pass through the discount does not mean that Microsoft is setting the Customer's actual price. Partners remain free to set the price charged for Microsoft Products at any point equal to or below MRP. The Customer's actual price will be established by a separate agreement between Customer and its Partner. Note that the MRP listed on this form does not include fees for non-Microsoft products, partner services or normal transaction costs. Normal transaction costs include taxes or other fees assessed by a local or federal government.

For Ordered Products

Currency	Maximum Resale Price
New Zealand Dollar	132,567.45

In this form, the following definitions apply:
"Customer" means the entity that may enter or has entered into a Contract with the Partner.
"Contract" means a binding agreement between the Partner and Affiliate, under which Customer orders Products from Partner.
"Microsoft" means (1) the entity that has entered into an agreement with Partner under which Partner may place orders for Microsoft Products for use by the Customer and (2) the affiliates of such entity, as appropriate.
"Maximum Resale Price" means the sum of the Estimated Resale Price for the Microsoft Products ordered under the Customer Contract minus the discount off of the Partner's Net Price provided by Microsoft listed in the currency in which the Partner or Partner's reseller transacts with Microsoft.
"Product" means all Microsoft Products identified in the Product Terms, such as all Software, Online Services, and other web-based services, including pre-release or beta version. Microsoft product availability may vary by region.

Partner:	Datacom Systems Ltd
Customer:	Guardians of NZ Superannuation
Signature of Customer's authorized representative:	Rob Posgate Rob Posgate (Sep 24, 2024 14:46 GMT+12)
Printed name:	Rob Posgate
Printed title:	Legal Counsel
Date:	Sep 24, 2024

SECTION 1 - Licenses and Software Assurance

Ordered Product Pricing & Usage Year 1

Product Description	Part Number	Maximum Price (NZD)	License Quantity	Usage Country	Subtotal (NZD)
Additional Products					
Visual Studio Ent MSDN ALng SA	MX3-00117	[redacted]	[redacted]	New Zealand	[redacted]
CIS Suite Datacenter Core ALng SA 16L	9GS-00130			New Zealand	
CIS Suite Standard Core ALng SA 16L	9GA-00310			New Zealand	
Exchange Server Standard ALng SA	312-02257			New Zealand	
SfB Server ALng SA	5HU-00216			New Zealand	
SharePoint Server ALng SA	H04-00268			New Zealand	
SQL CAL ALng SA User CAL	359-00961			New Zealand	
SQL Server Enterprise ALng SA	810-04760			New Zealand	
SQL Server Standard ALng SA	228-04433			New Zealand	
Total Year 1 Maximum Price Licenses and Software Assurance					[redacted]

9(2)(b)(ii)

Ordered Product Pricing & Usage Year 2

Product Description	Part Number	Maximum Price (NZD)	License Quantity	Usage Country	Subtotal (NZD)
Additional Products					
Visual Studio Ent MSDN ALng SA	MX3-00117	[redacted]	[redacted]	New Zealand	[redacted]
CIS Suite Datacenter Core ALng SA 16L	9GS-00130			New Zealand	
CIS Suite Standard Core ALng SA 16L	9GA-00310			New Zealand	
Exchange Server Standard ALng SA	312-02257			New Zealand	
SfB Server ALng SA	5HU-00216			New Zealand	
SharePoint Server ALng SA	H04-00268			New Zealand	
SQL CAL ALng SA User CAL	359-00961			New Zealand	
SQL Server Enterprise ALng SA	810-04760			New Zealand	
SQL Server Standard ALng SA	228-04433			New Zealand	
Total Year 2 Maximum Price Licenses and Software Assurance					[redacted]

9(2)(b)(ii)

Ordered Product Pricing & Usage Year 3

Product Description	Part Number	Maximum Price (NZD)	License Quantity	Usage Country	Subtotal (NZD)
Additional Products					
Visual Studio Ent MSDN ALng SA	MX3-00117	[redacted]	[redacted]	New Zealand	[redacted]

9(2)(b)(ii)

CIS Suite Datacenter Core ALng SA 16L	9GS-00130	[redacted]	[redacted]	New Zealand	[redacted]
CIS Suite Standard Core ALng SA 16L	9GA-00310			New Zealand	
Exchange Server Standard ALng SA	312-02257			New Zealand	
SfB Server ALng SA	5HU-00216			New Zealand	
SharePoint Server ALng SA	H04-00268			New Zealand	
SQL CAL ALng SA User CAL	359-00961			New Zealand	
SQL Server Enterprise ALng SA	810-04760			New Zealand	
SQL Server Standard ALng SA	228-04433			New Zealand	
Total Year 3 Maximum Price Licenses and Software Assurance					[redacted]

9(2)(b)(ii)

9(2)(b)(ii)

SECTION 2 - Monthly Subscriptions

Ordered Product Pricing & Usage Year 1

Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Maximum Price (NZD)	License Quantity	Usage Country	Subtotal (NZD)
Additional Products									
Azure prepayment	6QK-00001	Adjustable	10/1/2024	Monthly	[redacted]	[redacted]	[redacted]	New Zealand	[redacted]
Azure Standard Support	W6T-00003	Adjustable	10/1/2024	Monthly				New Zealand	
Total Year 1 Maximum Price Monthly Subscriptions									[redacted]

Ordered Product Pricing & Usage Year 2

Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Maximum Price (NZD)	License Quantity	Usage Country	Subtotal (NZD)
Additional Products									
Azure prepayment	6QK-00001	Adjustable	-	Monthly	[redacted]	[redacted]	[redacted]	New Zealand	[redacted]
Azure Standard Support	W6T-00003	Adjustable	-	Monthly				New Zealand	
Total Year 2 Maximum Price Monthly Subscriptions									[redacted]

Ordered Product Pricing & Usage Year 3

Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Maximum Price (NZD)	License Quantity	Usage Country	Subtotal (NZD)
Additional Products									
Azure prepayment	6QK-00001	Adjustable	-	Monthly	[redacted]	[redacted]	1	New Zealand	[redacted]
Azure Standard Support	W6T-00003	Adjustable	-	Monthly			1	New Zealand	
Total Year 3 Maximum Price Monthly Subscriptions									[redacted]

9(2)(b)(ii)

Future Pricing				
Additional Products				
Product Description	**Part Number**	**Pricing Information**		
		Max True Up Price (NZD)		
True-Ups		**Year 1**	**Year 2**	**Year 3**
Visual Studio Ent MSDN ALng LSA	MX3-00115	[redacted]		
CIS Suite Datacenter Core ALng LSA 16L	9GS-00128			
CIS Suite Standard Core ALng LSA 16L	9GA-00308			
Exchange Server Standard ALng LSA	312-02177			
SfB Server ALng LSA	5HU-00215			
SharePoint Server ALng LSA	H04-00232			
SQL CAL ALng LSA User CAL	359-00960			
SQL Server Standard ALng LSA	228-04437			
		Max True Up Price (NZD)		
Step-Ups		**Year 1**	**Year 2**	**Year 3**
Visual Studio Ent with GitHub ALng SASU Visual Studio Ent MSDN	QEJ-00005	[redacted]		
CIS Suite Datacenter Core ALng SASU 16L CIS Std Core	9GS-00131			
Exchange Server Ent ALng SASU Exchange Server Std	395-03039			
		Max True Up Price (NZD)		
Higher Editions		**Year 1**	**Year 2**	**Year 3**
Visual Studio Ent with GitHub ALng LSA	QEJ-00001	[redacted]		
Exchange Server Ent ALng LSA	395-02412			

9(2)(b)(ii)

9(2)(b)(ii)

9(2)(b)(ii)

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MICROSOFT APOC FILING DOCUMENT SHEET

Filing Reference Number: U5038311
(Agreement Number)

Remarks:

MBSA set up

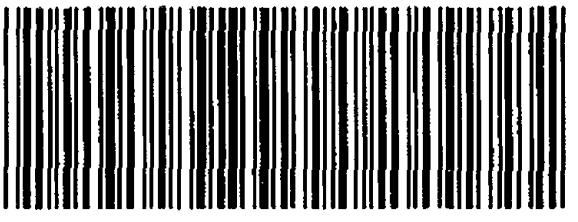
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IT #:

5-0000002543090

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Misc Documents



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29 Jan 2008

Microsoft Volume Licensing

Schedules to Master Agreement

Agreement Number | 7-Q5UKRDK6T

Schedule 1 – Enterprise Agreement

Version: EA2016Agr(WW)ExAUS(Dir),IND,JPN,PRC,EU-EFTA(ENG)(July2016)

05 JUL 2018

Schedule 2 – Changes to the Enterprise Agreement

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.

Enterprise Agreement

Amendment ID CTM

For the purpose of all Enrollments entered into under this Enterprise Agreement the Enterprise Agreement and the Enrollments are amended as follows:

Enterprise Agreement

1. The paragraph immediately following the paragraph headed "**Effective date.**" and beginning with "This agreement consists of..." is deleted and replaced with the following:

   This agreement consists of (1) these terms and conditions and the signature form, (2) the Core Terms of the Microsoft Cloud, Software and Services Agreement ("Master Agreement") identified on the signature form, (3) the Product Terms, (4) the Online Services Terms, and (5) any Enrollment entered into under this agreement. By entering into this agreement, Customer agrees to be bound by the Core Terms of the Master Agreement.

2. The first sentence of the paragraph headed "**Please note:**" is amended by inserting "and" after "Product Terms", and by deleting "and Qualifying Government Entity Addendum" after "Online Services Terms".

3. Section 1 (Definitions) is amended by deleting the following definitions:

   "Customer" means the entity that has entered into this agreement with Microsoft.

   "Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates, that has entered into an Enrollment under this agreement.

   "Microsoft" means the Microsoft Affiliate that has entered into this agreement or an Enrollment and its Affiliates, as appropriate.

4. Subsection 3.c.(iii) is amended by deleting "Upgrade" and replacing it with "upgrade".

5. Section 5 (Term and termination) is amended by adding a new subsection 5.b. *as follows:*

   b. Termination of Master Agreement. This agreement will automatically terminate if the Master Agreement terminates or expires.

   And the existing subsection numbers 5.b. – 5.e. (inclusive) are updated accordingly.

6. Subsection 5.c is deleted and replaced with the following:

   Termination without cause. The Department may terminate this Agreement at any time after 30 September 2018 by giving at least 60 days' prior written notice. Microsoft may terminate this Agreement at any time after 30 September 2018, without cause, upon 60 days' written notice if: (i) a new licensing program is introduced which supersedes the licensing program set out in this Agreement; or (ii) substantial changes are required to the enterprise program which would require the parties to enter into a new agreement in respect of that enterprise program (the terms of such agreement to be agreed between Microsoft and the Department). In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this agreement.

7. Section 6 (Miscellaneous) is amended by deleting subsection 6.a. and replacing it with the following:

   a. **Notices.** Notices, authorizations, and requests in connection with this agreement must be sent in accordance with the Master Agreement.

   And by adding the following new subsection 6.f.:

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

Enterprise Enrollment

8. The document title "Enterprise Enrollment (Indirect) Corporate" is amended by deleting the word "Corporate" and replacing it with "Government".

9. The second paragraph beginning with "This Enrollment consists of..." is deleted and replaced with the following:

   This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Core Terms of the Microsoft Cloud, Software and Services Agreement ("Master Agreement") identified on the signature form, (4) the Product Selection Form attached to the signature form, (5) the Product Terms, (6) the Online Service Terms, (7) any Supplemental Contact Information form, Previous Agreement/Enrollment form and other forms that may be required, and (8) any order submitted under this Enrollment. This Enrollment may only be entered into under the Enterprise Agreement identified on the signature form. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement and the Core Terms.

10. The second sentence of the paragraph headed "**Term**" is deleted and replaced with the following:

    The renewal term will expire on 30 September 2024.

11. All references to "applicable Master Agreement" are deleted and replaced with references to "the Master Agreement", and all references to "Services" are deleted and replaced with references to "Online Services".

12. The following definition is added to section 1 (Definitions):

    "Enterprise-wide" means across all of the Qualified Devices and/or Qualified Users (as applicable) within Enrolled Affiliate's Enterprise.

13. Subsection 2.a. is deleted and replaced with the following:

a. **Minimum order requirements.** Notwithstanding anything to the contrary in the Agreement, Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses in a single Product pool for Enterprise Products or Enterprise Online Services.

14. Subsection 2.a.(ii) is deleted and replaced with the following:

(ii) Enterprise Online Services only. If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

15. Subsection 2.e. is amended by inserting "and in accordance with Schedule 5 of the Master Agreement" at the end of the second sentence.

16. Section 3 (Pricing) is amended by adding a new subsection 3.c. as follows:

c. **Price level for Eligible Agencies.** Enrolled Affiliate represents that Enrolled Affiliate is an Eligible Agency. As an Eligible Agency, Enrolled Affiliate may receive the price level specified in Schedule 5 to the Master Agreement for all Products and pools under this Agreement/Enrollment, as applicable.

17. Subsection 5.b. is amended by inserting "If the Master Agreement remains in force at the time that this Enrollment is due for renewal," at the beginning of the first sentence, and by inserting ", provided that the Expiration Date of the renewal term will not exceed 30 September 2024" at the end of the first sentence.

18. Subsection 5.c.(ii) is deleted and replaced with the following:

(ii) Online Services eligible for an Extended Term. Certain Online Services are identified in the Product Terms as eligible for an "Extended Term", meaning that access to the Online Services can continue month-to-month at the end of the Enrollment initial or renewal term under the following options.

19. Subsection 5.c.(ii)1) is deleted and replaced with the following:

1) **Extended Term.** Enrolled Affiliate will not automatically have an Extended Term. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate may submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date. For the first twelve months of the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee. As of the first day of the thirteenth month of the Extended Term, Online Services that continue until cancelled will be invoiced at the then-current published price for price level A plus a 3% administrative fee.

20. Subsection 5.d. is amended by deleting the reference to "the agreement" and replacing it with a reference to "the Enterprise Agreement".

21. The last paragraph of subsection 5.e. is deleted and replaced with the following:

e. For Subscription Licenses, in the event of a breach by Microsoft or if Microsoft terminates this Enrollment because Enrolled Affiliate has ceased to be Customer's Affiliate, or if Microsoft terminates an Online Service for regulatory reasons, Enrolled Affiliate will receive a credit for any amount paid in advance that would apply after the date of termination.

Enterprise Enrollment – Enrollment Details

22. The second sentence of subsection 1.a. is deleted and replaced with the following:

    Affiliates must be separate legal entities (or if Enrolled Affiliate is the Crown, an entire Eligible Agency), not divisions or business units.

Enterprise Subscription Enrollment

23. The document title "Enterprise Subscription Enrollment (Indirect) Corporate" is amended by deleting the word "Corporate" and replacing it with "Government".

24. The second paragraph beginning with "This Enrollment consists of..." is deleted and replaced with the following:

    This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Core Terms of the Microsoft Cloud, Software and Services Agreement ("Master Agreement") identified on the signature form, (4) the Product Selection Form attached to the signature form, (5) the Product Terms, (6) the Online Service Terms, (7) any Supplemental Contact Information form, Previous Agreement/Enrollment form and other forms that may be required, and (8) any order submitted under this Enrollment. This Enrollment may only be entered into under the Enterprise Agreement identified on the signature form. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement and the Core Terms.

25. The second sentence of the paragraph headed "**Term**" is deleted and replaced with the following:

    The renewal term will expire on 30 September 2024.

26. All references to "applicable Master Agreement" are deleted and replaced with references to "the Master Agreement", and all references to "Services" are deleted and replaced with references to "Online Services".

27. The following definition is added to section 1 (Definitions):

    "Enterprise-wide" means across all of the Qualified Devices and/or Qualified Users (as applicable) within Enrolled Affiliate's Enterprise.

28. Subsection 2.a. is deleted and replaced with the following:

    a. **Minimum order requirements.** Notwithstanding anything to the contrary in the Agreement, Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses in a single Product pool for Enterprise Products or Enterprise Online Services.

29. Subsection 2.a.(ii) is deleted and replaced with the following:

    (ii) Enterprise Online Services only. If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

30. *Subsection 2.e. is amended by inserting* "and in accordance with Schedule 5 of the Master Agreement" at the end of the second sentence.

31. Section 3 (Pricing) is amended by adding a new subsection 3.c. as follows:

    c. ***Price level for Eligible Agencies.*** *Enrolled Affiliate* represents that Enrolled Affiliate is an Eligible Agency. As an Eligible Agency, Enrolled Affiliate may receive the price level specified in Schedule 5 to the Master Agreement for all Products and pools under this Agreement/Enrollment, as applicable.

32. Subsection 5.b. is amended by inserting "If the Master Agreement remains in force at the time that this Enrollment is due for renewal," at the beginning of the first sentence, and by inserting ", provided that the Expiration Date of the renewal term will not exceed 30 September 2024" at the end of the first sentence.

33. Subsection 5.c.(ii) is deleted and replaced with the following:

    (ii) Online Services eligible for an Extended Term. Certain Online Services are identified in the Product Terms as eligible for an "Extended Term", meaning that access to the Online Services can continue month-to-month at the end of the Enrollment initial or renewal term under the following options

34. Subsection 5.c.(ii)1) is deleted and replaced with the following:

    1) **Extended Term.** Enrolled Affiliate will not automatically have an Extended Term. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate may submit a request to Microsoft. *Microsoft must receive the request not less than 30 days prior to the Expiration* Date. For the first twelve months of the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee. As of the first day of the thirteenth month of the Extended Term, Online Services that continue until cancelled will be invoiced at the then-current published price for price level A plus a 3% administrative fee.

35. Subsection 5.d. is amended by deleting the reference to "the agreement" and replacing it with a reference to "the Enterprise Agreement".

36. Subsection 5.e.(ii) is deleted and replaced with the following:

    (ii) Where not exercising buy-out option, or if Microsoft terminates this Enrollment because Enrolled Affiliate has ceased to be Customer's Affiliate, or if Microsoft terminates an Online Service for regulatory reasons, Enrolled Affiliate will receive a credit for any amount paid in advance that would apply after the date of termination.

Enterprise Subscription Enrollment – Enrollment Details

37. The second sentence of subsection 1.a. is deleted and replaced with the following:

    Affiliates must be separate legal entities (or if Enrolled Affiliate is the Crown, an entire Eligible Agency), not divisions or business units.

Server and Cloud Enrollment

38. The document title "Server and Cloud Enrollment (Indirect) Corporate" is amended by deleting the word "Corporate" and replacing it with "Government".

39. The second paragraph beginning with "This Enrollment consists of..." is deleted and replaced with the following:

    This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Core Terms of the Microsoft Cloud, Software and Services Agreement ("Master Agreement") identified on the signature form, (4) the Product Selection Form attached to the signature form, (5) the Product Terms, (6) the Online Services Terms, (7) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (8) any order submitted under this Enrollment. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement and the Core Terms.

40. The second sentence of the paragraph headed "**Term**" is deleted and replaced with the following:

    The renewal term will expire on 30 September 2024.

41. All references to "applicable Master Agreement" are deleted and replaced with references to "the Master Agreement", and all references to "Services" are deleted and replaced with references to "Online Services".

42. Subsection 3.d. is amended by inserting "and in accordance with Schedule 5 of the Master Agreement" at the end of the second sentence.

43. Subsection 4.a. is amended by deleting the last sentence beginning "Enrolled Affiliate's price level for each Product pool will be...".

44. Section 4 (Pricing) is amended by adding a new subsection 4.c. as follows:

    c. **Price level for Eligible Agencies.** Enrolled Affiliate represents that Enrolled Affiliate is an Eligible Agency. As an Eligible Agency, Enrolled Affiliate may receive the price level specified in Schedule 5 to the Master Agreement for all Products and pools under this Agreement/Enrollment, as applicable.

45. Subsection 6.c. is amended by inserting "If the Master Agreement remains in force at the time that this Enrollment is due for renewal," at the beginning of the first sentence, and by inserting ", provided that the Expiration Date of the renewal term will not exceed 30 September 2024" at the end of the first sentence.

46. Subsection 6.d.(ii) is deleted and replaced with the following:

    (ii) Extended Term for eligible Online Services. Certain Online Services are identified in the Product Terms as eligible for an "Extended Term", meaning that access to the Online

Services can continue month-to-month at the end of the Enrollment initial or renewal term under the following options.

47. Subsection 6.d.(ii)1) is deleted and replaced with the following:

    1) **Extended Term.** Enrolled Affiliate will not automatically have an Extended Term. If *Enrolled Affiliate wants an Extended Term, Enrolled Affiliate may submit a request to* Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date. For the first twelve months of the Extended Term, Online Services will be invoiced monthly (quarterly for Microsoft Azure Services) at the then-current published price (or Consumption Rate for Microsoft Azure Services) for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee. As of the first day of the thirteenth month of the Extended Term, Online Services that continue until cancelled will be invoiced at the then-current published price, at price level A, plus a 3% administrative fee. During the Extended Term, the then-current Online Services Terms and Product Terms will apply to Enrolled Affiliate's use.

48. Subsection 6.f. is amended by deleting the reference to "the agreement" and replacing it with a reference to "the Enterprise Agreement".

Server and Cloud Enrollment – Enrollment Details

49. The second sentence of subsection 1.a. is deleted and replaced with the following:

    Affiliates must be separate legal entities (or if Enrolled Affiliate is the Crown, an entire Eligible Agency), not divisions or business units.

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.

Schedule 3 – Changes to the Select Plus Agreement and Select Plus Affiliate Registration Form

Notwithstanding anything to the contrary in the Select Plus Agreement and the Select Plus Affiliate Registration Form, the terms set out below shall apply to Affiliate Agreements entered into under the Master Agreement that include the Select Plus Agreement and Select Plus Affiliate Registration Form.

Select Plus Agreement

1. The Agreement consists of (1) the Select Plus Agreement and the signature form, (2) the Core Terms of the Microsoft Cloud, Software and Services Agreement entered into by Microsoft and the Department identified on the signature form, (3) the Product Terms, (4) any Affiliate registration entered into under this Agreement, and (5) any Order submitted under this Agreement.

2. All references to "the Microsoft Business Agreement" and "the Microsoft Business and Services Agreement" are to be read as references to "the Microsoft Cloud, Software and Services Agreement".

3. All references to "the Microsoft Enterprise Agreement" are to be read as references to "the Master Agreement".

4. All references to "Select Agreement" are to be read as references to "Select Plus Agreement under the Master Agreement".

5. The defined terms "Customer", Lead Affiliate", "Microsoft" and "Reseller" shall have the meaning given to those terms in the Master Agreement.

6. All references to "the Product List" and "the Product Use Rights" are to be read as references to "the Product Terms".

7. The Qualifying Government Entity Addendum shall not apply.

8. Eligible Agencies may receive the price level specified in Schedule 5 to the Master Agreement for all Products and pools under the Select Plus Agreement.

9. All references to "Services" are to be deleted, except that in clause 10(g) the reference to "Services" shall be replaced with a reference to "services".

10. Online Services shall not be available under the Select Plus Agreement.

11. The Customer may terminate the Select Plus Agreement at any time after 30 September 2018, without cause, upon 60 days' written notice. Microsoft may terminate the Select Plus Agreement at any time after 30 September 2018, without cause, upon 60 days' written notice if: (i) a new licensing program is introduced which supersedes the licensing program set out in the Select Plus Agreement; or (ii) substantial changes are required to the select plus program which would require the parties to enter into a new agreement in respect of that select plus program (the terms of such agreement to be agreed between Microsoft and the Department).

12. If Microsoft gives notice to Registered Affiliate of Microsoft's intent to terminate the Select Plus Agreement for Customer's breach, Microsoft will also give Customer a copy of the notice, and Customer agrees to help to attempt to resolve the breach.

13. Neither party waives any right it has or obligation that the other party may have, now or in the future under any applicable law or regulation, to request or obtain the approval, order, decision, or judgment of any court to terminate this agreement.

14. Notices, authorizations, and requests in connection with the Select Plus Agreement must be sent in accordance with the Master Agreement.

15. References to "Affiliate Registration Form" are to be read as references to "Select Plus Affiliate Registration Form".

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

Select Plus Affiliate Registration Form

17. The Organization Type in the top right hand box is selected as "Government".

18. The Qualifying Government Entity Form and the Qualified Educational User Definition shall not apply.

19. All references to "Services" are to be deleted.

Schedule 4 – Governance

1. INTRODUCTION

1.1 Scope

This Schedule sets out:

(a) the governance model to be used for governing the arrangements under the Master Agreement;

(b) the roles and responsibilities of Microsoft and the Department; and

(c) the reports to be provided by Microsoft.

1.2 Purpose

The overriding purpose of this Schedule is to maximise the value of the relationship between the parties by supporting and encouraging communication and collaboration. Non-performance by either party of an obligation in this Schedule will not be considered a breach of any Agreement.

1.3 Relationship principles

Microsoft and the Department will:

(a) adopt a working approach that is collaborative, open, transparent, ethical and honest;

(b) acknowledge and promptly address any issues as they arise;

(c) provide reliable, timely and proactive feedback; and

(d) display high levels of commitment, proactivity, flexibility, and timeliness.

2. PERSONNEL

2.1 Relationship Managers

The Department and Microsoft will each appoint and maintain a Relationship Manager.

2.2 Role of Relationship Manager

The functions and duties of each party's Relationship Manager include:

(a) acting as a first point of contact for communications with the other party relating to the governance of the Master Agreement;

(b) managing the provision of reports and other information required under the Master Agreement;

(c) liaising with the other parties' Relationship Manager and other personnel, both formally and informally; and

(d) liaising with senior management where required, and in particular assisting to manage any dispute or potential dispute in accordance with agreed escalation procedures.

2.3 **Senior Responsible Officer**

The Department and Microsoft will each appoint and maintain a Senior Responsible Officer (**SRO**).

2.4 **Role of SRO**

The functions and duties of each party's SRO include:

(a) final accountability within the Department or Microsoft for the overall relationship with the other party and with Customers, as applicable;

(b) considering matters of strategic importance related to this Master Agreement; and

(c) attending relationship management meetings in accordance with this Schedule.

3. REPLACEMENT OF PERSONNEL

3.1 **Replacement of a Relationship Manager**

If Microsoft wishes to replace or remove its Relationship Manager, Microsoft will:

(a) promptly advise the Department and use reasonable endeavours to provide a suitable replacement who has at least the same skills, qualifications, expertise, experience and authority as the Relationship Manager to be replaced; and

(b) subject to the replacement candidate's agreement, provide any reasonably requested information concerning the replacement candidate to the Department.

4. RESPONSIBILITIES

4.1 **Department and Microsoft**

In addition to each party's other responsibilities specified in the Master Agreement, Microsoft and the Department will each:

(a) ensure that its Relationship Manager meets regularly and at least once a month to review the performance of Microsoft and the content of any reports produced during the preceding month;

(b) plan and organise the meetings specified in this Schedule at least once a month and as otherwise reasonably requested by the other party, where responsible for planning and organising, and otherwise attend any such meetings; and

(c) ensure that it is represented by personnel who have the relevant knowledge, experience, involvement and authority having regard to the purpose of the meeting.

5. RELATIONSHIP MANAGEMENT

5.1 Relationship Management Meeting

(a) The parties will meet at least once a quarter to consider matters of strategic importance related to the Master Agreement as set out in paragraph 5.4 of this Schedule.

(b) Each party's SRO and Relationship Manager will attend the quarterly meeting.

5.2 Other people may attend

In addition to any standard members under paragraph 5.1(b), the parties may agree that additional people attend any meeting, provided that the parties will not release any Confidential Information to such people unless such release is permitted in accordance with section 6 of the Master Agreement.

5.3 Ad hoc meeting

Either party may, by two business days' written notice to the other party, convene a relationship management meeting (in person or by teleconference) to discuss any urgent or material issue relating to the Master Agreement.

5.4 Function of meeting

(a) The function of the relationship management meeting is to consider:

i. strategic and commercial issues arising out of or in connection with the Master Agreement;

ii. innovation and roadmaps in respect of either party, including emerging technologies, processes and services;

iii. changes to the New Zealand information technology market;

iv. market activity either party is engaging in, whether under the Master Agreement or relevant to the Master Agreement;

v. organisational changes that may be relevant to the Master Agreement;

vi. market strategies of either;

vii. case studies that may be relevant to the Master Agreement;

viii. technical and operational matters arising out of or in connection with the Master Agreement or any Affiliate Agreement; and

ix. trends in amendments to Affiliate Agreements, if any.

6. REPORTING

Microsoft will provide the reports described in Annexure B to the Department:

(a) by email to the receiver specified in Annexure B;

(b) at the frequency specified in Annexure B;

(c) incorporating all information as is required to be contained in those reports set out in Annexure B; and

(d) in accordance with the Department's reasonable instructions from time to time (including as to content, format and timeliness).

ANNEXURE A: PERSONNEL

Microsoft Personnel

Senior Responsible Officer (SRO), Jeff Healey, Public Sector Director.

Relationship Manager, Anurati Mathur, Commercial Solutions Executive.

Department Personnel

Senior Responsible Officer (SRO), Chris Webb, General Manager, Commercial Strategy and Delivery.

Relationship Manager, Llewellyn Sieling, Senior Vendor and Contracts Manager, Commercial Strategy and Delivery.

ANNEXURE B: REPORTS

Report	Description	Receiver	Frequency
Usage report	This report will summarise volume information for each Affiliate for purchases and deployment (to the extent deployment known) in the relevant month.	Department Relationship Manager	Quarterly to be discussed at each relationship management meeting
Department report	The contents of this report will be agreed through the relationship management meetings and may include, as applicable: • summary of the relationship health between the Department and Microsoft; • summary of the overall relationship health between Microsoft and any Affiliates; • the volume of Products and Professional Services by type and Affiliate; • summary of uptake and growth activities; • summary of meetings held with the Department relating to governance; and • any other matters reasonably requested by the Department from time to time.	Department Relationship Manager	Quarterly, or as often as agreed by the parties, to be discussed at each relationship management meeting
Contract administration report	Status report which identifies issues, risks and administrative tasks at a routine administrative level, together with recommended mitigating actions	Department Relationship Manager	Every six months

Report	Description	Receiver	Frequency
	to address such issues and risks, including: • contract drift (work-arounds, informal understandings and evolving arrangements); • security risk assessment changes and impacts; and • what works or doesn't work well in the engagement.		
Affiliate Agreement trends	This report will summarise Affiliate Agreements amendments, if any, in the relevant quarter.	Department Relationship Manager	Quarterly to be discussed at each relationship management meeting

Schedule 5 – Charges

Charges for Product Licenses ordered by Eligible Agencies during the Initial Term

Price level

Subject to the terms set out in this Schedule 5, Eligible Agencies are entitled to price level D for all Products and pools under this Agreement, and the discounts specified in accordance with this Schedule 5.

Knowledge Workers

Where an Enrolled Affiliate has Qualified Users that are not Service Workers or Clinical Workers ("Knowledge Workers"), the following discounts shall apply solely for the Licenses ordered within that Enrolled Affiliate's Enterprise for those Knowledge Workers:

Affiliate Agreement	**Discount on applicable Government ERP**		
Contract formed by Enterprise Enrollment and/or Enterprise Subscription Enrollment	Description	SKU	Discount off of Level D
	Microsoft 365 E3 Full USL	AAA-10756 (or componentized *equivalent*)	[redacted]
	Microsoft 365 E3 Full USL From SA	AAA-10726 (or componentized equivalent)	
	Microsoft 365 E5 Full USL	AAA-28605 (or componentized equivalent)	
	Microsoft 365 E5 Full USL From SA	AAA-28664 (or componentized equivalent)	
	Microsoft 365 E5 Step Up from E3	AAA-28688	
	Enterprise Online Services – Microsoft 365 E3/5 (Add-On)	All Microsoft 365 E3/E5 Add-On SKUs	
	Enterprise Online Services – EMS E3/5 (Full USL, From SA or Add-On)	All EMS 365 E3 and E5 (Full USL, From SA or Add-On)	
	Enterprise Online Services – O365 E3/5 (Full USL, From SA or Add-On)	All Office 365 E3 and E5 (Full USL, From SA or Add-On)	

9(2)(b)(ii)

	Enterprise Products - Platform	All Enterprise Products SKUs where platform (or componentized equivalent) SKUs are ordered	[redacted]
	Non-Platform Enterprise Products - Software	All Enterprise Products SKUs where platform equivalent commitment SKUs are not ordered	
	All other Enterprise Online Services		
Contract formed by Server and Cloud Enrollment	Description	SKU	
	Server and Cloud Enterprise Products (excluding Azure, promotional SKUs and Online Services)	All Server and Cloud Enterprise Product SKUs (excluding Azure, promotional SKUs and Online Services)	
Contract formed by Select Plus Affiliate Registration Form	Description	SKU	
	All **Products**		
Additional Products (Enterprise Enrollment, Enterprise Subscription Enrollment and Server and Cloud Enrollment	Description	SKU	
	All additional products at initial order (excluding Azure, promotional SKUs and Online Services)	Discounts are applied to all Additional Product SKUs provided they are not Azure, promotional SKUs or Online Services	
	Dynamics 365	Discounts are applied to all Dynamics 365 Products	

9(2)(b)(ii)

Service Workers

Where an Enrolled Affiliate has Qualified Users within in its Enterprise that are Service Workers, and has licensed Microsoft 365 E3 or Microsoft 365 E5 for all Knowledge Workers within its Enterprise, the following discounts shall apply solely for those Service Workers within that Enterprise subject to all such Service Workers being licensed. The discounts are applied solely to Service Workers. Knowledge Workers and Clinical Workers are not eligible for these discounts:

Affiliate Agreement	**Discount on applicable Government ERP**		
	Description	SKU	Discount off of

Contract formed by Enterprise Subscription Enrollment			Level D
	Microsoft 365 E3 Full USL From SA	AAA-10726 (or componentized equivalent)	[redacted]
	Microsoft 365 E3 Full USL	AAA-10756 (or componentized equivalent)	
	Enterprise Products - Platform	All Enterprise Products SKUs where platform (or componentized equivalent) SKUs are ordered	
	Non-Platform Enterprise Products - Software	All Enterprise Products SKUs where platform equivalent commitment SKUs are not ordered	
	Enterprise Online Services – Microsoft 365 E3/5 (Add-On)	All Microsoft 365 E3/E5 Add-On SKUs	
	Enterprise Online Services – EMS E3/5 (Full USL, From SA or Add-On)	All EMS 365 E3 and E5 (Full USL, From SA or Add-On)	
	Enterprise Online Services – O365 E3/5 (Full USL, From SA or Add-On)	All Office 365 E3 and E5 (Full USL, From SA or Add-On)	
	All other Enterprise Online Services		

9(2)(b)(ii)

Clinical Workers

Where an Enrolled Affiliate has Qualified Users within in its Enterprise that are Clinical Workers, and has licensed Microsoft 365 E3 or Microsoft 365 E5 for all Knowledge Workers within its Enterprise, the *following discounts shall apply solely for those Clinical Workers within that Enterprise and subject to all* such Clinical Workers being licensed. The discounts are applied solely to Clinical Workers. Knowledge Workers and Service Workers are not eligible for these discounts:

Affiliate Agreement	**Discount on applicable Government ERP**

Contract formed by Enterprise Subscription Enrollment	Description		SKU	Discount off of Level D
	Microsoft 365 E3 Full USL From SA		AAA-10726 (or componentized equivalent)	[redacted]
	Microsoft 365 E3 Full USL		AAA-10756 (or componentized equivalent)	
	(Subject to Note: 8 below)	Microsoft 365 F1 Full USL	JFX-00003	
		Office Standard (per Qualified Device) (or)	021-05331	
		Office Professional Plus (per Qualified Device)	269-05623	
		Exchange Online Plan 2 Step Up to Kiosk (optional step-up to Microsoft 365 F1)	TQA-00004	
		Enterprise Products - Platform	All Enterprise Products SKUs where platform (or componentized equivalent) SKUs are ordered	
		Non-Platform Enterprise Products - Software	All Enterprise Products SKUs where platform equivalent commitment SKUs are not ordered	
		All other Enterprise Online Services		

9(2)(b)(ii)

Microsoft CSP Products during the initial term

Microsoft licenses certain CSP Products through its CSP programme. Where an Eligible Agency enters into an agreement with a Microsoft CSP reseller and licenses any of the CSP Products in the table below (the "Applicable CSP Products"), the discounts in the table shall apply. The discounts and Offer IDs will only be available during the initial term. The terms of the CSP agreement will be agreed between the Eligible Agency and its Microsoft CSP reseller, and the Eligible Agency's prices for each CSP Product will be established by its CSP reseller.

CSP Product Description	Offer ID	Discount on applicable CSP ERP
Microsoft 365 E5	e016b974-a412-404f-98cd-db92311afb10	[redacted]
Microsoft 365 E3	e9025a44-59b1-497b-a5be-f148006549ba	
Office 365 Enterprise E5	0f797c58-3b74-40a8-bfa5-383440a99445	
Office 365 Enterprise E3	6b551829-de8c-41e5-8678-41d52c27aee8	
Office 365 Enterprise E1	cfc69058-5106-40bd-81e4-44e0e29034b2	
Office 365 F1	6ce1ccc8-8b18-4e1b-a1c4-f89de9904389	

9(2)(b)(ii)

Notes:

Note 1: The Department and each Enrolled Affiliate or Registered Affiliate (as the case may be) acknowledge that the Charges set out in this Schedule 5 have been agreed to by Microsoft on the basis that each Enrolled Affiliate or Registered Affiliate is an Eligible Agency. If at any time during the term of an Enrollment, an Enrolled Affiliate no longer qualifies as an Eligible Agency (the date on which this occurs being the "Enrolled Affiliate Disqualification Date"), then:

1) the Charges set out in this Schedule 5 will not apply to that Enrolled Affiliate from the Enrolled Affiliate Disqualification Date;
2) Microsoft may establish a new price level for future orders by that Enrolled Affiliate effective from the Enrolled Affiliate Disqualification Date;
3) Microsoft may offer a commercial licensing agreement to Enrolled Affiliate from the next Enrollment Anniversary Date; and
4) the relevant Affiliate Agreement will terminate on the next Enrollment Anniversary Date.

If at any time during the term of a Select Plus Agreement, a Registered Affiliate no longer qualifies as an Eligible Agency (the date on which this occurs being the "Registered Affiliate Disqualification Date"), then Microsoft may terminate the relevant Registered Affiliate's registration.

Note 2: The Charges set out in this Schedule 5 will only apply to initial orders placed under Enrollments during the 3-year initial term of the Master Agreement (**initial term**). There is no discount off Government Net Price (i.e. undiscounted price level D will apply) for new Products added to an Enrollment during the initial term (i.e. mid-term orders), or for any true-up orders. Charges for any renewal term of the Master Agreement must be agreed between Microsoft and the Department during the Master Agreement renewal process. If Microsoft and the Department are unable to agree the charges applicable to the renewal term of the Master Agreement, then undiscounted price level D will apply to all Products ordered during the renewal term of the Master Agreement and the renewal term of any Enrollment.

Note 3: The Charges set out in this Schedule 5 will apply to Enrollments that are entered into by Eligible Agencies and received by Microsoft for processing on or before 31 August 2018. In respect of those Enrollments, Microsoft will calculate the Charge for each Product and Online Service on the applicable Product Selection Form by applying the applicable discount set out in this Schedule to the applicable

Government ERP with effect from the effective date of those Enrollments. Notwithstanding anything to the contrary in this Schedule 5, if an Eligible Agency demonstrates a genuine intent to enter into and submit Enrollments to Microsoft for processing on or before 31 August 2018 but is unable to do so due to unforeseen circumstances ("**Late Enrollments**"), Microsoft may, in its sole discretion, apply the Charges set out in this Schedule 5 in respect of those Late Enrollments. In respect of Enterprise Subscription Enrollments, in order to continue to qualify for the Charges set out in this Schedule 5, the Eligible Agency agrees to place each subsequent annual order in accordance with the annual order requirements set out in the Enterprise Subscription Enrollment. If Eligible Agency fails to place its subsequent annual orders within the annual order period then it will forfeit any applicable discounts for the pending annual order and any subsequent annual orders.

Note 4: For Select Plus Affiliate Registration Forms entered into by Eligible Agencies during the initial term, the Charge for each Product ordered will be the Government Net Price for the relevant Product under the Select Plus program (at undiscounted price level D).

Note 5: The Charges set out in this Schedule 5 do not apply to:

1) mid-term and true-up orders;
2) promotional SKUs;
3) Azure SKUs;
4) Buy-outs;
5) Consumption Rates (as defined in the Product Terms) for Azure Services, and there are no price levels for Consumption Rates.

Note 6: The special Microsoft 365 E3, Microsoft 365 E5 and Microsoft 365 Charges listed for Clinical Workers and Service Workers shall apply in the first year of the initial term. In order to continue to qualify each year after the first year for the special Microsoft 365 E3, Microsoft 365 E5 and Microsoft 365 F1 Charges for Clinical Workers and Service Workers, an aggregate [redacted] (i) Microsoft 365 E3, (ii) Microsoft 365 E5 and (iii) Microsoft 365 F1 (ordered in accordance with Note 8), user subscription licenses ("Qualifying Licenses") must be ordered under the Master Agreement for Clinical Workers or Service Workers in the previous year. The total number of Qualifying Licenses ordered in any year will be calculated by summing the total number of Qualifying Licenses ordered for both Clinical Workers and Service Workers in that year. To avoid doubt, Knowledge Worker licenses do not contribute to the Qualifying License count. If the Qualifying Licenses count specified in this note is not met in any year, then Microsoft reserves the right to remove the discounts for Clinical Workers and Service Workers across all Eligible Agencies for the following year in which case Eligible Agencies will instead be able to place orders for Knowledge Worker licenses in that following year for Service Workers and Clinical Workers. For example, if the Qualifying Licenses count specified in this note is not met in the first year of the initial term, then Microsoft may remove the discounts for Clinical Workers and Service Workers across all Eligible Agencies for the second year of the initial term. If the Qualifying Licenses count specified in this note is then met in the second year of the initial term, the special Microsoft 365 E3, Microsoft 365 E5 and Microsoft 365 F1 Charges listed for Clinical Workers and Service Workers shall apply in the third year of the initial term.

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Note 7: Despite anything to the contrary above, if an Enrolled Affiliate places an Enterprise Product - Platform order for Knowledge Workers (15% discount) within its Enterprise and that Enrolled Affiliate also has Service Workers or Clinical Workers within its Enterprise, then the Enrolled Affiliate will also be eligible for the equivalent Service Worker or Clinical Worker Enterprise Product - Platform discount (26%) provided that the same platform Products are ordered for both the Knowledge Worker and Service Worker or Clinical Worker groups. The Knowledge Workers are not eligible for the Service Worker or Clinical Worker discounts.

Note 8: In order to qualify for the Microsoft 365 F1 Discount for Clinical Workers, Enrolled Affiliate must order either Office Professional Plus or Office Standard for all Qualified Devices used by Qualified Users

who are Clinical Workers (under the same Enrollment). Microsoft 365 F1 must be ordered for all Qualified Users who are Clinical Workers (under the same Enrollment).

Note 9: If a new Eligible Agency is formed during the initial term it will be eligible for all Charges set out in this Schedule 5 and all discounts shall be applied provided it:

a) enters into an Enrollment and places its initial order under that Enrollment no later than 30 *September 2021; and*
b) meets the minimum order requirements, if any, in the relevant Enrollment.

Schedule 6 – Forms

The following forms in the form specified and as may be updated by Microsoft from time to time:

- Perpetual License Transfer Form
- Previous Enrollment(s)/Agreement(s) Form
- Product Selection Form
- Program Signature Form
- Select Plus Affiliate Registration Form
- Supplemental Contact Information Form
- Discount Transparency Form

Schedule 7 – All additional CTMS

<Choose Enrollment>
Custom From SA USL Purchase Grant (Microsoft 365 E3)
Amendment ID CTM-M280

Recital:

[insert Enrolled Affiliate], ("Enrolled Affiliate") has licensed Microsoft 365 E3 From SA for all Knowledge Worker Qualified Users and either Microsoft 365 F1 or Microsoft 365 E3 From SA for Clinical Worker Qualified Users, however at the time of entering this Enrollment, not all Qualified Users programmatically qualify to order the Microsoft 365 E3 From SA SKU. The purpose of this Amendment is to allow Enrolled Affiliate a onetime concession to order more From SA User Subscription Licenses than it would otherwise be entitled.

Amendment:

The parties agree to amend the Enrollment by adding the following section to the Enrollment:

As a onetime concession and notwithstanding any provision in the Product Terms to the contrary, at renewal Enrolled Affiliate may order From SA User Subscription Licenses ("USLs") on all Microsoft 365 E3 for all Qualified Users even if, all Qualified Users are not programmatically entitled to order such From SA USLs at the date Enrolled Affiliate submits the renewal order. This concession is conditional on all Knowledge Workers being licensed for Microsoft 365 E3 and all Clinical Workers being licensed for either Microsoft 365 E3 or Microsoft 365 F1.

Enrolled Affiliate acknowledges this special purchase grant only applies to the renewal order quantities and any new Qualified Users added after the renewal order will not be entitled to order the From SA USLs.

The special permission in this amendment is provided to Enrolled Affiliate on a one time only basis. Microsoft is under no obligation to grant similar concessions on future occasions.

<Choose Enrollment>
Office 365 ProPlus On Premises Usage
Amendment ID CTM-M226

Recital:

This Amendment's purpose is for existing District Health Board deployment scenarios of Office Professional Plus OR Office Standard where the Enrolled Affiliate has licensed Microsoft 365 E3 and requires temporary access to Office Standard or Office Professional while deployment of Office 365 ProPlus is completed. It is not intended for net new deployments of Office Professional Plus OR Office Standard.

Amendment:

The parties agree to amend the Enrollment by adding the following section to the Enrollment:

Office 365 ProPlus On-Premises usage.

A. For each User Subscription License ("USL") Enrolled Affiliate deploys that includes rights to Office 365 ProPlus, Enrolled Affiliate may substitute one of the five Office installations licensed for Office 365 ProPlus with a copy of any version of Office Professional Plus or Office Standard, provided the following conditions are met:

1. Enrolled Affiliate will identify compatibility issues between Office 365 ProPlus and Enrolled Affiliate's business applications and share with Microsoft a roadmap to remediation no later than <insert month and year>.
2. Enrolled Affiliate acknowledges that, if a version of <insert Product> is used to connect to Office 365 Services, the user experience may be affected and access to certain functionalities of the service may be denied or limited.
3. This temporary Office On-premises usage expires on 30 September 2019, or upon expiration of Enrolled Affiliate's licensed OLS subscription, whichever is earlier.

The special permission in this amendment is provided to Enrolled Affiliate on a one time only basis. Microsoft is under no obligation to grant similar concessions on future occasions. This amendment is valid until 30 September 2019. No extension of this amendment will be provided.

<Choose Enrollment>
100-250 Qualified Users/Devices Amendment
Amendment ID CTM

Recital:

Enrolled Affiliate was previously licensed under either a G2012 Enterprise Subscription Enrollment or a G2012 Enterprise Enrollment (Number:) but does not meet the minimum order requirements in the current Enterprise Enrollment or Enterprise Subscription Enrollment. The purpose of this Amendment is to enable the Enrolled Affiliate to renew an Enrollment for between 100 – 250 Qualified Users.

This Amendment applies only for the initial term of the Enrollment. If no alternative viable Microsoft Volume Licensing Program is available at the time of renewal of this Enrollment, Microsoft will work in good faith to re-apply this Amendment for the renewal term.

Amendment

Section 2(a) of the <Choose Enrollment> is deleted as replaced as follows:

2. Order requirements.

a. **Minimum order requirements.** Notwithstanding anything to the contrary in the Agreement, Enrolled Affiliate's Enterprise must have a minimum of 100 Qualified Users or Qualified Devices. The initial order must include at least 100 Licenses in a single Product pool for Enterprise Products or Enterprise Online Services.

   (i) Enterprise commitment. Enrolled Affiliate must order enough Licenses from the Product pool for each Enterprise Product ordered to cover all Qualified Users and/or all Qualified Devices. Enrolled Affiliate may elect to mix Enterprise Products and Enterprise Online Services within a Product pool as long as all Qualified Devices not covered by a License are only used by users covered with a user License.

   (ii) Enterprise Online Services only. If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 100 Subscription Licenses for Enterprise Online Services.

This Amendment is provided on a one-time only basis and Microsoft is under no obligation to grant such permissions on future occasions. This amendment is valid until expiration of the current term. No extension of this amendment is provided without Microsoft's prior written approval.

Enterprise Subscription Enrollment

Health Special Affiliate Amendment

Amendment ID CTM

Background

The District Health Boards have requested, and Microsoft and the Department have agreed, to amend the Enterprise Subscription Enrollment to accommodate the licensing of Special Affiliates.

Amendment

Notwithstanding anything to the contrary in the Master Agreement, the Enterprise Subscription Enrollment is amended as follows:

Miscellaneous

1. The Enterprise Subscription Enrollment is amended by adding a new Section 6 (Use by Special Affiliates) as follows:

   6. Use by Special Affiliates. Enrolled Affiliate may also sublicense its Licenses for Products under this Enrollment to any Special Affiliates, provided that these Special Affiliates may not sublicense these rights and their use must be consistent with the terms of the Enterprise Agreement.

Enrollment Details

2. Section 1 of the Enrollment Details of the Enterprise Subscription Enrollment is deleted and replaced with the following:

1. Enrolled Affiliate's Enterprise.

Identify which Affiliates are included in the Enterprise. Affiliates must be Services Agencies that are separate legal entities (or if Enrolled Affiliate is the Crown, an entire Crown agency), not divisions or business units. Enrolled Affiliate's Enterprise is deemed to include all Special Affiliates (if any). Check only one box in this section:

☐ Enrolled Affiliate and all Special Affiliates (if any and identified below)

Enterprise Enrollment
Companion Enrollment Amendment
Amendment ID CTM

Recital:

Enrolled Affiliate was previously licensed under a G2012 Enterprise Enrollment – Additional Product Companion Enrollment Number: "Previous Companion Enrollment" which waived minimum order requirements. The purpose of this Companion Enrollment Amendment ("Amendment") is to enable the renewal of the licensing of Products that were licensed under the Previous Companion Enrollment by entering into a new Enterprise Enrollment. For clarity this Amendment enables Enrolled Affiliate's Enterprise to obtain, or subscribe to, Licenses for Additional Products where Enrolled Affiliate licenses at least one Enterprise Product or Enterprise Online Service on an Enterprise-wide basis under an Enterprise Subscription Enrollment. Licenses for Enterprise Products and Enterprise Online Services are not available under this Enrollment.

This Amendment applies only for the initial term of the Enrollment. If no alternative viable Microsoft Volume Licensing Program is available at the time of renewal of this Enrollment, Microsoft will work in good faith to re-apply this Amendment for the renewal term.

Amendment:

Section 2(a) of the Enrollment is deleted as replaced as follows:

2(a) Minimum order Requirements

Subject to Enrolled Affiliate having previously qualified and entered a Previous Companion Enrollment and agreeing to license at least one Enterprise Product or Enterprise Online Service on an Enterprise-wide basis under a new Enterprise Subscription Enrollment, then Enrolled Affiliate may order Additional Products only under this Enrollment.

Previous G2012 Enterprise Subscription Enrollment number		New Enterprise Subscription Enrollment number	
Previous Companion Enrollment number *Reseller to complete*			

This Amendment is provided on a one-time only basis and Microsoft is under no obligation to grant such permissions on future occasions. This Amendment is valid until expiration of the current term. No extension of this amendment is provided without Microsoft's prior written approval.

<Choose Enrollment>
Continued Roaming Use Rights Amendment

Amendment ID CTM

Recital

This Amendment's purpose is for existing deployment scenarios of Office Professional Plus OR Office Standard via Citrix Xen App, or similar application centralization solution, where Enrolled Affiliate has a need for continued use of roaming rights while deployment of Office 365 ProPlus is completed. It is not intended for net new deployments of Office Professional Plus OR Office Standard via Citrix Xen App undertaken after the effective date of this Enrollment.

Amendment

The parties agree to amend the Enrollment by adding the following section entitled **«Continued Roaming Rights»** to the Enrollment:

Continued Roaming Rights.

A. Enrolled Affiliate will license Microsoft 365 E3 From SA for a set of Qualified Users. As a result of Enrolled Affiliate's deployment of Office Professional Plus (or Office Standard) via Citrix Xen App, or similar application centralization solution, ("Remote Desktop Environment"), Enrolled Affiliate has a need for continued use of roaming rights while their deployment of Office 365 ProPlus is completed.

Ordinarily, Enrolled Affiliate would not be entitled to use the MSI edition of Office Professional Plus included with Microsoft 365 E3 from SA in a Remote Desktop Environment. Enrolled Affiliate is permitted continued use of roaming rights for Office Professional Plus (or Office Standard) for all Qualified Users who have been assigned a Microsoft 365 E3 provided the following conditions are met:

- **a.** This special use right is restricted to users that are already using Office Professional Plus or Office Standard in a Remote Desktop Environment on the effective date of the Enrollment.
- **b.** This temporary use right expires on 30 September 2019.
- **c.** Enrolled Affiliate acknowledges that, if a version of Office Professional Plus is used to connect to Office 365 Services, the user experience may be affected and access to certain functionalities of the service may be denied or limited.
- **d.** If Enrolled Affiliate actively engages Microsoft FastTrack team to support in the migration to Office 365 ProPlus by no later than 30 June 2019 and they agree (acting reasonably) technical limitations exist which prevent Enrolled Affiliate migrating to Office 365 ProPlus then Microsoft will extend this Amendment by 1 more year.

The special permission in this amendment is provided to Enrolled Affiliate on a one time only basis. Microsoft is under no obligation to grant similar concessions on future occasions. This amendment is valid until 30 September 2019. No extension of this amendment will be provided other than in accordance with paragraph A(d) above.

<Choose Enrollment>
Temporary Transitional Use Rights Amendment

Amendment ID CTM

Recital

Under the previous Framework Agreement entered into by Microsoft and the Department in 2012 ("G2012") there were certain use rights granted under section 7(e). As a mechanism to transition to programmatic licensing terms, Microsoft has extended the below terms for the first year of this Enrollment only.

This Amendment may only be used by those Enrolled Affiliates who were exercising the rights granted in this Amendment under their previous G2012 Enrollment.

Amendment

A. A new section entitled "Temporary Transitional Use Rights" is to be added to the Enrollment as follows:

Notwithstanding anything to the contrary in the Product Terms, and only as it relates to this Enrollment, the Enrolled Affiliate may allow Licensed Users of either M365 E3 or M365 F1 to access a remote instance of Office Professional or Office Standard, "Office on-prem" on a shared third party shared server provided by Revera up until 30 September 2019, provided that the Qualified Device from which the remote instance is accessed from is assigned an Office on-prem license with active Software Assurance under this Enrollment.

This is a one-time exception for Enrolled Affiliate to enable a smooth transition to either hardware dedicated to Enrolled Affiliate's use or alternatively to a supported Office 365 Pro Plus deployment scenario as referenced in the Online Services Terms. Enrolled Affiliate must notify Microsoft in writing upon completion of the transition and that the Enrolled Affiliate is no longer utilizing the special use rights granted under this Amendment.

Enrolled Affiliate assumes all risks associated with running the Office on-prem on third party shared servers. Microsoft shall incur no liability whatsoever from use of the Office on-prem on shared servers. The entire risk as to the results and performance of the Office on-prem is assumed by Enrolled Affiliate. To the extent permitted by law, Microsoft disclaims all warranties, either express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose. In no event shall Microsoft be liable for any direct, consequential, indirect, incidental or special damages whatsoever including, without limitation, damages for loss of business profit, business interruption, loss of business information, and the like arising out of the use of or inability to use the Office on-prem , even if Microsoft has been advised of the possibility of such damages.

More detail on the supported Office 365 Pro Plus deployment scenario can be found under the Office 365 Applications Section of the Online Services Terms at: http://www.microsoftvolumelicensing.com/DocumentSearch.aspx?Mode=3&DocumentTypeId=46

The special permission in this amendment is provided to Enrolled Affiliate on a one time only basis. Microsoft is under no obligation to grant similar concessions on future occasions. This amendment is valid until 30 September 2019. No extension of this amendment will be provided.

Enterprise Subscription Enrollment
Special Microsoft 365 F1 Use Rights (Health)
Amendment ID CTM

The parties agree that the Enrollment is amended by adding the following new section:

1) Productivity Server Usage.

i) Where all components are used by a single Enrolled Affiliate user, licensed users of Microsoft 365 F1, Office 365 Enterprise Suites or Microsoft 365 E3 componentized equivalents (including higher components of Microsoft 365 E3 and/or componentized Microsoft 365 with VDA instead of Windows), may access and use the on-premises Office Productivity Servers which are dedicated to Enrolled Affiliate's or its Enterprise's use (Exchange, SharePoint, and Skype for Business) awarded with Microsoft 365 E plans, provided the following conditions are met:

(1) all Knowledge Worker Qualified Users are licensed with a combination of Microsoft 365 E3 (User SL), Microsoft 365 E5 (User SL), or it's componentized equivalents; and

(2) all Clinical Worker Qualified Users are licensed with a combination of Microsoft 365 E3 or Microsoft 365 F1 and all Clinical Worker Qualified Devices are licensed with either Office Professional or Office Standard.

2) Each licensed user of Microsoft 365 F1 is granted CAL Equivalent License rights for Core CAL Suite under the following conditions:

(1) Access to Skype for Business Server features is limited as follows:
(a) May not use voicemail features
(b) May not use 1:1 audio/video or sharing files/desktop features
(c) May not initiate meetings

(2) Access to SharePoint Server and Yammer features are limited as follows:
(a) May not create or administer sites or forms
(b) May not own site mailboxes or personal sites

(3) All of Enrolled Affiliate's Knowledge Worker Qualified Users must be licensed with a combination of Microsoft 365 E3 (User SL) or Microsoft 365 E5 (User SL). All Clinical Worker Qualified Users are licensed with a combination of Microsoft 365 E3 or Microsoft 365 F1 and all Clinical Worker Qualified Devices are licensed with either Office Professional or Office Standard.

3) Despite anything to contrary in the Product Terms, each licensed user of Microsoft 365 F1 in respect to the Windows component of the suite may exercise re-imaging rights and rights to use prior versions and or lower editions of Windows. Users of Microsoft 365 F1 may also access and use virtualized instances of Windows provided that the Qualified Device that the virtualized instance is being accessed from has a Qualified Operating System. If the Qualified Device does not have a Qualified Operating System a Virtual Desktop Access License will be required. Users of Microsoft 365 F1 may only access and use virtualized instances of Windows from Qualified Devices.

This Amendment is provided on a one-time only basis and Microsoft is under no obligation to grant such permissions on future occasions. This amendment is valid until expiration of the current term. No extension of this amendment is provided without Microsoft's prior written approval.

<Choose Enrollment>
Temporary Media Eligibility Rights Amendment
Amendment ID CTM

Recital

Under the previous Framework Agreement entered into by Microsoft and the Department in 2012 ("G2012") there were certain use rights granted under section 7(e). As a mechanism to transition to programmatic licensing terms Microsoft has extended the below terms for the first year of this Enrollment only.

This Amendment may only be used by those Enrolled Affiliates who were exercising the rights granted in this Amendment under their previous G2012 Enrollment.

Amendment

A. **A new section entitled "Temporary Media Eligibility Rights" is to be added to the Enrollment as follows:**

Notwithstanding anything to the contrary in the Product Terms, and only as it relates to this Enrollment, the Enrolled Affiliate may allow Licensed Users of Visual Studio Subscriptions to run instances of the software on third party shared servers provided by Revera up until 30 September 2019.

This is a one-time exception for Enrolled Affiliate to enable a smooth transition to either hardware dedicated to Enrolled Affiliate's use or Microsoft Azure Platform Services. Enrolled Affiliate must notify Microsoft in writing upon completion of the transition and that Enrolled Affiliate is no longer utilizing the special use rights granted under this Amendment.

Enrolled Affiliate assumes all risks associated with running the software on third party shared servers. Microsoft shall incur no liability whatsoever from use of the software on shared servers. The entire risk as to the results and performance of the software is assumed by Enrolled Affiliate. To the extent permitted by law, Microsoft disclaims all warranties, either express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose. In no event shall Microsoft be liable for any direct, consequential, indirect, incidental or special damages whatsoever including, without limitation, damages for loss of business profit, business interruption, loss of business information, and the like arising out of the use of or inability to use the software, even if Microsoft has been advised of the possibility of such damages.

For more information on Visual Studio License Terms, see the Microsoft Product Terms at http://www.microsoftvolumelicensing.com/

The special permission in this amendment is provided to Enrolled Affiliate on a one time only basis. Microsoft is under no obligation to grant similar concessions on future occasions. This amendment is valid until 30 September 2019. No extension of this amendment will be provided.

Microsoft Volume Licensing

Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to:

☒ MBSA

☐ Agreement

☐ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity*
Contact name*: First **Last**
Contact email address*
Street address*
City* **Postal code***
Country*
Phone* **Fax**

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity*
Contact name*: First **Last**
Contact email address*
Street address*
City* **Postal code***
Country*
Phone* **Fax**

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

05 JUL 2018

3. *Subscriptions manager.*

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity*
Contact name*: First **Last**
Contact email address*
Street address*
City* **Postal code***
Country*
Phone* **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

4. *Online services manager.*

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity*
Contact name*: First **Last**
Contact email address*
Street address*
City* **Postal code***
Country*
Phone* **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

5. *Customer Support Manager (CSM).*

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity*
Contact name*: First **Last**
Contact email address*
Street address*
City* **Postal code***
Country*
Phone* **Fax**

(For Japan only)
Name of entity*
Contact name*: First **Last**
Contact email address*
Street address*
City* **Postal code***
Country*
Phone* **Fax**
☐ This contact is a third party service provider (not the entity). Warning: This contact receives personally identifiable information of the entity. Entity authorizes Microsoft to deliver Services directly to this third party service provider and acknowledges it will receive personally identifiable information of entity's employees. Entity acknowledges and agrees that this third party service provider is entity's agent and is acting solely on entity's behalf. Entity is solely responsible for this third party service provider's use of any Services, its compliance with the terms of the Enrollment, and any of its acts or omissions related to the Services.

6. *Primary contact information.*

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* Her Majesty the Queen, in right of New Zealand, acting by and through the Chief Executive of the Department of Internal Affairs
Contact name*: First Llewellyn **Last** Sieling
Contact email address* Llewellyn.Sieling@dia.govt.nz
Street address* 45 Pipitea Street
City* Wellington **Postal code*** 6140
Country* New Zealand
Phone* 64 4 495 7200 **Fax**

7. *Notices contact and online administrator information.*

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☒ *Same as primary contact*
Name of entity*
Contact name*: First **Last**
Contact email address*
Street address*
City* **Postal code***
Country*
Phone* **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

INTERNAL AFFAIRS
Te Tari Taiwhenua

Memorandum of Understanding

in connection with the Microsoft Cloud, Software and Services Agreement.

The Parties

The Sovereign in Right of New Zealand acting by and through the Chief Executive of the Department of Internal Affairs — **(Lead Agency)**

and

Guardians of New Zealand Superannuation as manager and administrator of the New Zealand Superannuation Fund — **(Affiliate)**

The Memorandum

The documents forming this MOU are

1. This page — **Front page**
2. Terms specific to the Microsoft Cloud, Software and Services Agreement — **Schedule 1**
3. Standard Terms — **Schedule 2**
4. Any Appendices.

How to read this MOU

1. Together the above documents form the whole MOU.
2. Clause numbers refer to clauses in the Schedules to this MOU.
3. Defined terms are either defined in the body of this MOU or in the Definitions section in Schedule 2, or if not defined in this MOU, have the meaning given in the Microsoft Cloud, Software and Services Agreement.

Acceptance

In signing this Memorandum of Understanding each party acknowledges that it has read and agrees to be bound by it.

For and on behalf of the **Lead Agency**:

[redacted]

(signature)

Name: pp Jane Kennedy

Position: Manager AOG ICT Commercial Services

Date: **27 September 2018**

For and on behalf of the **Affiliate**:

[redacted] 9(2)(a)

(signature)

Name:

Position: Craig Douglas Authorised Signatory

Date: 27/09/2018

Schedule 1 – Terms specific to Microsoft Cloud, Software and Services Agreement

1. Purpose

1.1 Microsoft Cloud, Software and Services Agreement

The Lead Agency has entered into the Microsoft Cloud, Software and Services Agreement with Microsoft Operations Pte Ltd, (**Vendor**) dated 5 July 2018 (the **Microsoft CSSA**).

1.2 Affiliate Agreement

Eligible Agencies (as defined in the Microsoft Cloud, Software and Services Agreement) can order Products and Professional Services under the Microsoft CSSA following execution of an MOU with the Lead Agency and execution of an Affiliate Agreement with the Vendor. A copy of the Eligible Agency definition is attached to this MOU as Appendix A.

1.3 Purpose of MOU

The Lead Agency administers the Microsoft CSSA. This MOU sets out the Lead Agency's and Affiliate's rights and obligations, as between each other, and other matters related to the Lead Agency's role in managing the Vendor and the Microsoft CSSA.

1.4 Affiliates responsible for use of Products and Professional Services

The Products and Professional Services are the Vendor's standard products and services. No products or services have been assessed by the Lead Agency for any particular use and no open advertisement procurement process has been conducted. Affiliates remain responsible for ensuring their own use of the Products and Professional Services are appropriate and that any procurement process obligations are met.

1.5 MOU Schedules

Schedule 2 sets out the standard terms that apply to this MOU and Schedule 1 sets out the particular terms that are required for the Microsoft CSSA.

2. Governance Contact details

2.1 Lead Relationship Manager

The identity and contact details for the Lead Agency's Lead Relationship Manager (see clause 3.1(a) of Schedule 2) are as follows:

Llewellyn Sieling
Senior Vendor and Contracts Manager
Commercial Strategy and Delivery
Department of Internal Affairs
45 Pipitea Street
PO Box 10-526
Wellington 6143
Direct dial: 04 494 0562
Email: Llewellyn.Sieling@dia.govt.nz>

2.2 Affiliate Representative

The identity and contact details for the Affiliate Representative (see clause 3.1(b) of Schedule 2) are as follows:

Greg McHugh
Head of IT
Level 12, 21 Queen Street, Auckland 1010
09 308 2034
gmchugh@nzsuperfund.co.nz

2.3 Contact Details for Notices

The parties' contact details for the purpose of clause 13.2 of Schedule 2 (Notices) are as follows:

Lead Agency

Jane Kennedy
Manager AoG ICT Commercial Services
Commercial Strategy and Delivery
Department of Internal Affairs
45 Pipitea Street
PO Box 10-526
Wellington 6143
Email: jane.kennedy@dia.govt.nz

Copied to:

Chief Legal Advisor
Department of Internal Affairs
45 Pipitea Street
PO Box 10-526
Wellington 6143
Email: legal@dia.govt.nz

The Affiliate

Greg McHugh
Head of IT
Guardians of New Zealand Superannuation as manager and administrator of the New Zealand Superannuation Fund
Level 12, 21 Queen Street, Auckland 1010
gmchugh@nzsuperfund.co.nz

Copied to:

Head of Legal
Guardians of New Zealand Superannuation as manager and administrator of the New Zealand Superannuation Fund
Level 12, 21 Queen Street, Auckland 1010
legal@nzsuperfund.co.nz

3. Administration

For the purposes of clause 9 of Schedule 2, the Affiliate's specific purchase order, billing information or other special requirements are:

(a) Affiliate Purchase Order Number (if applicable):

[*insert details*].

(b) Affiliate Billing Name (if applicable and different from Affiliate Representative):

[*insert details*].

(c) Any further information:

[*insert details*].

Schedule 2 – Standard Terms

Contents

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1. Definitions

Unless the context otherwise requires:

Affiliate Party means any Eligible Agency (including the Affiliate) that orders Products and Professional Services following execution of an MOU with the Lead Agency and execution of an Affiliate Agreement with the Vendor;

Business Day means any day other than a Saturday, a Sunday or a public holiday (as defined in the Holidays Act 2003) in Wellington, New Zealand;

Commencement Date means the latter of the dates on which this MOU has been signed by the Lead Agency and the Affiliate (or the same date if they both sign on the same day);

Confidential Information means, in respect of each party:

(a) the contents of this MOU;

(b) all documents comprising the Microsoft Cloud, Software and Services Agreement or an Affiliate Agreement; and

(c) any information:

(i) received by that party from any other party to this MOU; or

(ii) otherwise obtained by, or made available to, that party,

in connection with this MOU, including all information of a commercially sensitive or security sensitive nature;

Dispute has the meaning set out in clause 8.1;

GCDO means the Government Chief Digital Officer;

MOU means this memorandum of understanding, as described on the front page; and

Personnel means employees, agents, officers, subcontractors and professional advisors.

2. Effect and Application of MOU

2.1 Commencement

This MOU is effective from the Commencement Date.

2.2 Departments

As between the Lead Agency and any other public service or non-public service department:

(a) this MOU is intended to have effect as a memorandum of understanding that does not give rise to legally enforceable obligations (the reason being that departments are constituent parts of a single and indivisible legal entity, the Crown); and

(b) clauses 8.3(a), 8.3(e) and 10 do not apply.

2.3 Other eligible agencies

As between the Lead Agency and any other Eligible Agency, this MOU is intended to have effect as a legally enforceable agreement.

3. Governance and Contacts

3.1 Appointment of Contacts

(a) The Lead Agency will appoint, and maintain during the term of the Microsoft CSSA, a suitably qualified and experienced person to lead the collaborative contractual relationship with the Vendor (**Lead Relationship Manager**).

(b) The Affiliate will also appoint, and maintain throughout the term during which it is a party to this MOU, a suitably qualified and experienced person for its relationship with the Lead Agency (**Affiliate Representative**).

(c) The identity and contact details for the Lead Relationship Manager and the Affiliate Representative are set out in Schedule 1.

3.2 Scope of Affiliate Representative role

The Affiliate Representative will:

(a) serve as the primary point of contact with the Lead Agency; and

(b) have overall responsibility for managing and co-ordinating the performance of the Affiliate's obligations under the MOU.

3.3 Change of Contacts

(a) Should the Lead Agency wish to change its Lead Relationship Manager, it may do so by notifying the Affiliate in writing, reasonably promptly, of the replacement Lead Relationship Manager.

(b) Should the Affiliate wish to replace its Affiliate Representative, it will notify the Lead Agency in writing, reasonably promptly, of its replacement Affiliate Representative.

4. Lead Agency Responsibilities

4.1 Consultation

(a) The Lead Agency will consult Affiliate Parties on changes to their Affiliate Agreements except where:

(i) the Lead Agency considers that the change is unlikely to have a material adverse impact on Affiliate Parties;

(ii) the change is an amendment to the pricing, Products or Professional Services under the Microsoft CSSA; or

(iii) the Vendor is authorised by the terms of the Affiliate Agreement to make the change without the Affiliate Party's consent.

(b) The Lead Agency may, at its discretion, consult Affiliate Parties on other matters relevant to its administration of the Microsoft CSSA if the Lead Agency considers it desirable to do so.

4.2 Reporting

The Lead Agency will provide an annual written report to Affiliate Parties on:

(a) the status of the Microsoft CSSA;

(b) the uptake of the Microsoft CSSA; and

(c) any issues or developments concerning the Vendor's provision of Products or Professional Services or additional services that may be of interest to Affiliate Parties.

4.3 Transfer of Lead Agency

The Lead Agency may at any time transfer or novate its rights and responsibilities under this MOU to another Eligible Agency (whether an Affiliate Party or otherwise), with that Eligible Agency's consent, by providing written notice to the Affiliate. The Affiliate agrees to such transfer or novation which shall be effective on the date specified in the notice. The Affiliate shall promptly execute and deliver such documents (if any) that the Lead Agency may request to record such transfer or novation.

5. Affiliate Responsibilities

5.1 Reporting

The Affiliate will, if requested by the Lead Agency, provide reasonably promptly to the Lead Agency the following information:

(a) copies of Affiliate Agreements executed by the Affiliate and any other related documents including amendments, product selection forms and program signature forms;

(b) copies of any invoices for Products or Professional Services ordered under the Microsoft Cloud, Software and Services Agreement;

(c) information regarding the Affiliate's use of the Products and Professional Services including:

(i) how Products have been deployed or consumed, and device and user counts;

(ii) application of usage metrics, service availability and outages and any customer satisfaction reports; and

(iii) copies of any Privacy Impact Assessments or similar and any information given to users of the Products and Professional Services in accordance with the Privacy Act 1993 or related regulations or policies.

5.2 Notification requirements

The Affiliate will notify the Lead Agency promptly and in writing of any dispute the Affiliate has or may have with the Vendor or a Reseller.

5.3 Change in status of Affiliate

The Affiliate agrees that if, after entering into an Affiliate Agreement, it undergoes a change in form, structure or ownership that may impact on its Eligible Agency status or may result in the Affiliate no longer being an Eligible Agency, it will provide written notice to the Lead Agency of its change of status.

6. Confidentiality and Security

6.1 Confidential information

Each party shall:

(a) keep all Confidential Information confidential; and

(b) not disclose, and shall procure that its respective Personnel do not disclose, such Confidential Information to any other person except:

(i) in the proper exercise of its rights and performance of its obligations under an Affiliate Agreement or the Microsoft CSSA (as applicable) and this MOU; or

(ii) as required to be disclosed by court order or any enactment or rule of law, obligation to Parliament (including Parliamentary question), a Select Committee or to a Minister of the Crown, or by procedures in relation to the appropriation of public money,

provided that each party must not disclose any confidential or commercially sensitive information of the Vendor except in accordance with an Affiliate Agreement or the Microsoft CSSA (as applicable) and must use its best efforts to give the other party to this MOU notice of the requirement to disclose.

6.2 Limited disclosure

(a) Each party may disclose Confidential Information to relevant Personnel and Representatives (as defined in the Microsoft Could, Software and Services Agreement) on a need-to-know basis and must ensure Confidential Information is kept secure against unauthorised access.

(b) Each party remains responsible for the use of the Confidential Information by its Personnel and Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party and cooperate with the other to help regain control of the Confidential Information and prevent further unauthorised use or disclosure of it.

6.3 Security

Except as expressly agreed otherwise, each party will comply with all applicable security standards, protocols, procedures or directions issued from time to time by Cabinet, the ICT Functional Leader, the Government Communications Security Bureau or the Department of the Prime Minister and Cabinet that are relevant to this MOU or consumption of the Products and Professional Services under the Microsoft CSSA Agreement.

6.4 Personnel

Each party will ensure that its Personnel and Representatives are under similar obligations of confidentiality and security in relation to any such Confidential Information.

7. Document Management

7.1 Public Records Act compliance

Each party is responsible for meeting its own record keeping obligations under the Public Records Act 2005.

7.2 Affiliate's record maintenance

The Affiliate will:

(a) keep all material records regarding the management of its Affiliate Agreement up to date and in a readily accessible form;

(b) provide the Lead Agency with access to such records in the event of a reasonable access request by the Lead Agency provided that, where such records are classified, the Lead Agency shall treat such records according to the applicable classification; and

(c) permit the Lead Agency to make copies of such records should the Lead Agency consider it necessary or desirable to do so for the management of the Microsoft CSSA or to address issues arising under such agreement or any Affiliate Agreement.

8. Disputes

8.1 Principle

Each party shall, in relation to any dispute that arises under or in connection with this MOU or its formation (**Dispute**), use all reasonable efforts in good faith to:

(a) ensure that where the Dispute is reasonably foreseeable, it is dealt with at a sufficiently early stage to ensure that there is minimum impact on the ability of any party to perform its obligations under this MOU; and

(b) resolve the Dispute as expeditiously as possible.

8.2 Confidentiality

(a) Subject to clauses 6.1, 6.2(a) and 8.2(b), and except where a Dispute is litigated in open court, the Dispute shall be confidential between the parties to the Dispute and their respective legal and other professional advisers.

(b) The Lead Agency reserves the right to disclose the nature and outcome of the Dispute to other Affiliate Parties if the Lead Agency decides, acting reasonably, that the outcome has a bearing on other Affiliate Parties or their interpretation of this MOU.

8.3 Process

(a) No party may commence or maintain any action or proceeding in any court, tribunal or other forum regarding a Dispute unless that party has complied with the following provisions of this clause 8.3, except where it is seeking urgent interlocutory relief.

(b) A party must, as soon as reasonably practicable, give the other party written notice of any Dispute.

(c) The Lead Agency's Lead Relationship Manager and the Affiliate Representative will endeavour to resolve the Dispute through good faith negotiations.

(d) If a Dispute cannot be resolved through good faith negotiations between Lead Relationship Manager and the Affiliate Representative within 5 Business Days of written notification under clause 8.3(b), the Lead Agency's Chief Executive or his or her nominated delegate and the Affiliate's Chief Executive or his or her nominated delegate will endeavour to resolve the Dispute through good faith negotiations.

(e) If a Dispute cannot be resolved through such good faith negotiations within 10 Business Days of escalation under clause 8.3(d), the parties shall refer the Dispute to mediation. The mediation shall in all respects be conducted in terms of the Resolution Institute's Standard Mediation Agreement. The mediation shall be conducted by a mediator and at a fee agreed by the parties. Failing agreement between the parties, the mediator shall be selected, and the mediator's fee shall be determined, by the Chair of the Resolution Institute or his or her nominee.

(f) Unless the parties otherwise agree, any good faith negotiations and mediation required by this clause 8 are to take place in Wellington.

8.4 Continued performance

Except where the Dispute renders it impossible to do so, the parties will continue performing their respective obligations under this MOU while the Dispute is being resolved, unless and until such obligations are terminated or expire in accordance with this MOU.

9. Funding Lead Agency Administration

9.1 Administration Fee

The Affiliate:

(a) acknowledges and accepts that the Lead Agency has incurred and continues to incur costs in its establishment and management of the Microsoft CSSA and its management of the Vendor and Lead Agency relationship;

(b) acknowledges that the fees charged by, and payable to, the Vendor by the Affiliate will be the basis for the calculation of an administration fee; and

(c) acknowledges that the Vendor may provide the Lead Agency with billing information relating to the Affiliate and the Lead Agency will invoice the Affiliate for the administration fee, which fee is to be paid directly by the Affiliate to the Lead Agency.

If the Affiliate requires the Lead Agency to comply with any specific purchase order, billing information or other special requirements before payment by the Affiliate of the administration fee, those requirements will be set out in Schedule 1.

9.2 Amount

(a) As at the Commencement Date, the administration fee is 1.0% of the total price for Products and Professional Services ordered by the Affiliate using an Affiliate Agreement under the Microsoft CSSA.

(b) The Lead Agency may request reports from an Affiliate, a Reseller (as defined in the Microsoft CSSA) used by the Affiliate or the Vendor, to enable the Lead Agency to determine the price for Products and Professional Services ordered by the Affiliate under the Microsoft CSSA.

(c) The Affiliate waives any obligation of confidentiality between itself and its Reseller or the Vendor, that would prohibit the Reseller or the Vendor, providing a report requested by the Lead Agency in accordance with clause 9.2(b).

9.3 GST

The Affiliate will also pay to the Lead Agency the amount of any GST that is chargeable on the administration fee.

9.4 Invoices

The Lead Agency will invoice the Affiliate for the administration fee annually. Invoices will be provided by the Lead Agency within 3 months of each anniversary of the effective date of an Affiliate Agreement to which the Affiliate is a party in respect of all Products and Professional Services ordered within the previous year of such Affiliate Agreement. For example, for an Affiliate Agreement has an effective date of 1 October 2018, the Lead Agency will invoice the Affiliate on a date between 1 October 2019 and 31 December 2019 in respect of all Products and Professional Services ordered between 1 October 2018 and 30 September 2019..

9.5 Payment

The Affiliate will pay to the Lead Agency the amount specified in each invoice by the 20th of the month following receipt of the invoice by the Affiliate.

9.6 Invoice disputes

The Affiliate shall promptly notify the Lead Agency in writing if it disputes any invoice or any amount in an invoice. The Affiliate:

(a) may withhold payment of any reasonably disputed sum until the dispute is resolved and shall not be considered to be in breach or default under this MOU by exercising its rights under this clause;

(b) shall pay to the Lead Agency the undisputed amount of the invoice in accordance with this clause; and

(c) shall deal with the disputed amount of an invoice, or a disputed invoice, in accordance with clause 8 of Schedule 2.

9.7 Transparency and efficiency

The Lead Agency will:

(a) act in a transparent manner as to the costs it incurs and expects to incur in connection with its administration of the Microsoft CSSA and this MOU; and

(b) use reasonable endeavours to minimise the costs of managing the Microsoft CSSA and this MOU.

9.8 Amendments to Administration Fee

(a) The Lead Agency may:

(i) review the administration fee annually; and

(ii) increase or decrease the administration fee in the light of each such review,

provided that the Lead Agency will not increase the administration fee:

(iii) for the purpose of recovering more than its costs of establishing and administering the Microsoft CSSA and this MOU; and

(iv) without first informing Affiliate Parties of the proposed increase, giving them a reasonable opportunity to comment and taking into account any feedback they may have in relation to the proposed increase.

(b) Any amendment to the administration fee will apply to all Affiliate Parties and take effect from the point in time that the next administration fee is payable.

9.9 Accessing information relevant to Administration Fee

The Lead Agency may request reports and other information from the Vendor regarding the Affiliate's ordering of, and payment for, Cloud Services under the AWS CFA. The Affiliate authorises the Vendor to release such information directly to the Lead Agency. The Affiliate will not seek to prevent the Vendor from releasing such information for reasons of confidentiality or commercial sensitivity.

10. Liability

(a) Subject to clause 10(b):

(i) no party's liability arising under or in connection with this MOU or its formation will exceed $50,000; and

(ii) no party to this MOU will under any circumstances be liable to any other party for any indirect, incidental, special, consequential or punitive loss or damages, or for any loss of income, profit or savings.

(b) Clause 10(a) does not apply to:

(i) breach of clause 6 (Confidentiality and Security); or

(ii) non-payment by the Lead Agency to the Affiliate of any sum recovered by the Lead Agency from the Vendor under or in connection with the Microsoft CSSA on behalf of the Affiliate.

11. Term and Termination

11.1 Term

This MOU will commence on the Commencement Date and will terminate with immediate effect upon the effective date of termination or expiry of all of the Affiliate's Affiliate Agreements.

11.2 Effect of termination

Upon termination, the parties' rights and obligations under this MOU will terminate except for:

(a) any rights and remedies available to a party under this MOU which have accrued up to and including the date of termination or expiry; and

(b) the provisions of this MOU which expressly, or by their nature, survive termination or expiry, including clause 6 (Confidentiality and Security), clause 8 (Disputes) and clause 10 (Liability).

12. Amendments

12.1 Amendments relating to confidentiality, security, privacy and governance

(a) Subject to clause 12.1(b):

(i) the Lead Agency may unilaterally amend this MOU for reasons of:

(A) security, whether of information, systems, services, people or otherwise;

(B) the maintenance or protection of Confidential Information or personal privacy;

(C) changes in governance relating to this MOU or the Microsoft CSSA;

(D) machinery of government changes (including functional leadership changes) that have an impact on responsibility for this MOU or the Microsoft CSSA or the roles of the GCDO or the Lead Agency,

without the consent of the Affiliate; and

(ii) any amendments contemplated by clause 12.1(a)(i) will be binding on the Affiliate upon 20 Business Days' written notice to the Affiliate of the amendments (or, in the case of an amendment arising from a significant security or privacy incident or concern, such shorter period as the Lead Agency may specify in its written notice).

(b) If the Lead Agency wishes to amend this MOU in accordance with clause 12.1(a) in circumstances where the amendment would likely cause material and demonstrable adverse financial or reputational impact to the Affiliate, the Lead Agency will, before any written notice is given under clause 12.1(a)(ii):

(i) notify the Affiliate of the proposed amendment(s);

(ii) give the Affiliate a reasonable time to comment on the proposed amendment(s); and

(iii) take into account any comment received within the reasonable time given before making a decision on the proposed amendment(s).

12.2 Other amendments

Except as otherwise expressly permitted by this MOU, no other amendment to the terms of this MOU will be effective unless the Lead Agency has obtained the Affiliate's written consent (such consent not to be unreasonably withheld).

12.3 Distribution of amended MOU

The Lead Agency will provide the Affiliate with an amended version of this MOU, to reflect amendments made in accordance with this clause 12, within a reasonable time after such amendments become effective.

13. General Provisions

13.1 Relationship of the parties

(a) Subject to clause 13.1(b), nothing expressed or implied in this MOU will be deemed to constitute either party as the partner, agent, or joint venturer of the other party.

(b) The Affiliate authorises the Lead Agency to act as its agent for the purposes of the Lead Agency providing information, giving notifications, making requests, taking or bringing action and enforcing rights to the extent expressly contemplated by the Microsoft CSSA.

13.2 Notices

(a) Each notice under this MOU is to be made in writing and delivered by post or personal delivery to the addressee at its physical address, or by email, marked for the attention of the person or office holder (if any) from time to time designated for that purpose by the addressee.

(b) The parties' initial address details and relevant persons or office holders (**Contact Details for Notices**) are as set out in Schedule 1.

(c) A party may amend its Contact Details for Notices by written notice to the other party.

(d) Notices or other communications are deemed to be received:

(i) if delivered by hand or courier, on receipt;

(ii) if sent by post, on the third day after posting;

(iii) if sent by email, at or around the time the email leaves the communication systems of the sender, provided that the sender:

(A) does not receive any error message relating to the sending of the email at or around the time of sending; and

(B) has obtained confirmation that the email has been delivered to the recipient (which confirmation may be in the form of an automated delivery receipt from the communication systems of the recipient or a manual confirmation from the recipient),

provided that if a notice or other communication is received by a party on a date that is not a Business Day, or the delivery or transmission is made after 5pm on a Business Day, then the notice will be deemed to have been received on the next Business Day.

13.3 Severability

If any term or provision of this MOU is held to be illegal, invalid or unenforceable it will be severed from this MOU without affecting the legality, validity or enforceability of the remaining provisions.

13.4 Waiver

No party will be deemed to have waived any right under this MOU unless the waiver is in writing and signed by that party. Any failure or delay by a party to exercise any right or power under this MOU will not operate as a waiver of that right or power. Any waiver by a party of any breach, or

failure to exercise any right, under this MOU will not constitute a waiver of any subsequent breach or continuing right.

13.5 Remedies cumulative

Except as is expressly stated otherwise in this MOU:

(a) the rights, powers and remedies provided in this MOU are cumulative and are not exclusive of any rights, powers or remedies provided by law or under this MOU; and

(b) the exercise of any of the rights, powers and remedies provided in this MOU will not prejudice the exercise of any other right, power or remedy under this MOU or existing at law.

13.6 Counterparts

This MOU may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A party may enter into this MOU by signing any counterpart.

13.7 Public disclosures

Subject to clause 6.1(b)(ii), all public disclosures by the Affiliate relating to this MOU, the Microsoft CSSA and its Affiliate Agreements will be co-ordinated with and must first be approved in writing by the Lead Agency prior to release.

13.8 Governing law and jurisdiction

This MOU is governed by, and will be construed in accordance with, the laws of New Zealand.

APPENDIX A

Eligible Agencies

a. **Criteria for participating.** Subject to subsection 3b, a New Zealand government agency (or its legal successor) is eligible to license Products or procure Professional Services under this Master Agreement if the agency is an Eligible Agency. For the purposes of this Software and Cloud Master Agreement, an "Eligible Agency" is:

i. each Public Service department as defined in section 27 of the State Sector Act 1988;

ii. the New Zealand Defence Force, the New Zealand Police, the Parliamentary Counsel Office, Office of the Clerk of the House of Representative, the Parliamentary Service; Parliamentary Corporation, and Parliamentary Services Commission;

iii. each Crown entity, as defined in section 7 of the Crown Entities Act 2004;

iv. each organization listed in schedules 4, 4A and 6 to the Public Finance Act 1989;

v. the Reserve Bank of New Zealand;

vi. the Office of the Controller and Auditor-General, the Office of the Ombudsmen, and the Office of the Parliamentary Commissioner for the Environment;

vii. the following State Owned Enterprises as listed in the first schedule to the State-Owned Enterprises Act 1986:

(i) Airways Corporation of New Zealand Limited;

(ii) Animal Control Products Limited;

(iii) Electricity Corporation of New Zealand Limited;

(iv) Transpower New Zealand Limited;

viii. the Local Government Commission, and any local authority or any council-controlled organisation (both as defined in the Local Government Act 2002);

ix. Education Council of Aotearoa New Zealand

x. Regenerate Christchurch; and

xi. any agency that is not an entity referred to in paragraphs (i) to (x) above, but that is located in New Zealand and the parties agree in writing is eligible or is an "eligible entity" as defined in the Microsoft Government Eligibility Definition document applicable to New Zealand, which is published by Microsoft from time to time at http://www.microsoftvolumelicensing.com or at a successor site that Microsoft identifies. For the avoidance of doubt, any minimum or required number of license orders (or similar) specified in that Government Eligibility Definition document shall not apply for the purpose of determining whether an agency is an "eligible entity" under that document.

b. **New Zealand government agencies that are not eligible.** A New Zealand government agency is not eligible to license Products or procure Professional Services under this Master Agreement where the agency:

(i) is a State enterprise as defined in section 2 of the State-Owned Enterprises Act 1986 or a publicly listed company (or a subsidiary of either of those types of entities), unless that State enterprise or company is listed in section 3a.(vii) or agreed in writing by the parties to be eligible in accordance with section 3a.(xi);

(ii) is a "Qualified Educational User" that qualifies for Microsoft's academic edition products, as defined at http://www.microsoftvolumelicensing.com/DocumentSearch.aspx?Mode=3&DocumentTypeId=7 (or a successor site);

(iii) is a "Private School" or a "State School" as defined in the Microsoft School Framework Agreement for the New Zealand Ministry of Education (Framework Agreement number N37) between the Crown and Microsoft Operations Pte. Limited (or any successor agreement);

(iv) has its head office in located in one or more foreign jurisdictions;

(v) has breached any license agreement with any Microsoft Affiliate and subsequently had that license agreement terminated by that Microsoft Affiliate in accordance with its terms; or

(vi) is not, or ceases to be, an agency of the type listed in subsection 3a.

c. **New agencies.** Agencies of the type listed in subsection 3a that come into existence or become eligible after this Master Agreement comes into effect are Eligible Agencies.