



## Microsoft Select **Outsourcer Enrollment**

Microsoft Business Agreement  
number (if applicable)  
*Reseller or Microsoft affiliate to  
complete*

Select Agreement number  
*Reseller or Microsoft affiliate to  
complete*

Select Agreement Expiration  
Date  
*Reseller to complete*


Outsourcer Enrollment number  
*Microsoft affiliate to complete*

Previous enrollment number  
*Reseller to complete*

Previous enrollment end date  
*Reseller to complete*


This Microsoft Select Outsourcer Enrollment is entered into among you (the outsourcer identified in the table below that, for purposes of this enrollment, will be deemed to be an enrolled affiliate under the Select Agreement identified above), us (the Microsoft affiliate signing below) and the customer (the entity or an affiliate of the entity that signed the Select Agreement and has engaged you to finance its acquisition of certain technology related assets and/or manage its information technology operations). Each party will notify the others in writing if any of the information in the following table changes.

<b>Outsourcer</b>		
Name of Entity		Contact Name (This person handles access to online information and receives notices unless a different contact is provided in the outsourcer notices section below.)
Street Address		Contact Email Address (required for online access)
City	State/Province	Phone
Country	Postal Code	Fax
Microsoft Account Manager Name		Microsoft Account Manager Email Address
<b>Customer</b>		
Name of Entity		Contact Name
Street Address		Contact E-mail Address (required for online access)
City	State/Province	Phone
Country	Postal Code	Fax
<b>Contracting Microsoft Affiliate</b>		
Microsoft Licensing, GP - 6100 Neil Road, Suite 210 - Reno, Nevada USA 89511-1137 - Dept. 551, Volume Licensing		

***If online access and notices to the outsourcer should be provided to someone or some place other than above, complete this section:***

Name of Entity		Contact Name
Street Address		Contact E-mail Address (required for online access)
City	State/Province	Phone
Country	Postal Code	Fax

***If online access and notices to the customer should be provided to someone or some place other than above, complete this section:***

Name of Entity		Contact Name
Street Address		Contact E-mail Address (required for online access)
City	State/Province	Phone
Country	Postal Code	Fax

***If duplicate electronic contractual notices should be provided to someone or some place in addition to the above, complete this section:***

Name of Entity		Contact Name
Street Address		Contact Email Address (required for electronic notices)
City	State/Province	Phone
Country	Postal Code	Fax

**Effective date.** If you are renewing Software Assurance coverage (or similar upgrade protection) from one or more previous Microsoft agreements, then the effective date of this enrollment will be the day after the earliest expiration of such coverage. Otherwise the effective date will be the date this enrollment is signed by us. Where a previous Microsoft agreement is being used, your reseller will require the agreement number and agreement end date to complete the applicable boxes above.

**Term.** This enrollment will expire on the date on which the Microsoft Select Agreement expires, unless it is terminated earlier as provided for in that Agreement or this enrollment.

**Representations and warranties.** By signing this enrollment, the parties agree to be bound by the terms of this enrollment, and both you and the customer represent and warrant that: (i) you have read and understood the Microsoft Business Agreement (if any) and the Microsoft Select Agreement, including any amendments to those documents, and the product use rights, and agree to be bound by those; (ii) you have entered into an outsourcer agreement, (iii) during the initial term of this enrollment you expect to purchase licenses equal to at least 750 points; (iv) you and the customer are located in the same area; and (v) the information that you provide on each of the attached forms is accurate. By signing below, the customer further agrees that it will be jointly responsible for your compliance with all of your obligations under the agreements listed above, and that it will promptly delete or otherwise dispose of all copies and contents of the licensed products it has received from you if licenses acquired under this enrollment for its benefit are not transferred as permitted under section 4 (Disposition of product licenses at end of outsourcing relationship) below.

**Non-exclusivity.** This enrollment is non-exclusive. Nothing contained in it requires you or the customer to license, use or promote Microsoft software or services exclusively. You and the customer may, if you choose, enter into agreements with other parties to license, use or promote non-Microsoft software or services.

### ***Microsoft Volume Licensing Web Sites***

(Note: We will advise you of any changes to these URLs.)

Product Use Rights	<a href="http://microsoft.com/licensing/resources/">http://microsoft.com/licensing/resources/</a>
Product List	<a href="http://microsoft.com/licensing/resources/">http://microsoft.com/licensing/resources/</a>
Microsoft Volume Licensing Services (MVLS) (password protected site to view orders under this enrollment)	<a href="https://licensing.microsoft.com/">https://licensing.microsoft.com/</a>
Customer Guide	<a href="http://microsoft.com/licensing/programs/">http://microsoft.com/licensing/programs/</a>

<b><i>Notices to Microsoft should be sent to:</i></b>	<b><i>Copies should be sent to:</i></b>
Microsoft Licensing, GP 6100 Neil Road, Suite 210 Reno, Nevada USA 89511-1137 Dept. 551, Volume Licensing	Microsoft Law and Corporate Affairs One Microsoft Way Redmond, WA 98052 USA Volume Licensing Group (425) 936-7329 fax

This enrollment consists of (1) this cover page, (2) the attached terms and conditions, (3) the Software Assurance Election form, and (4) the Reseller Information Form.

<b><i>Outsourcer</i></b>	<b><i>Customer</i></b>
Name of Entity	Name of Entity
Signature	Signature
Printed Name	Printed Name
Printed Title	Printed Title
Signature Date	Signature Date

<b><i>Contracting Microsoft Affiliate</i></b>
<b>Microsoft Licensing, GP</b>
Signature
Printed Name
Printed Title
Signature Date <i>(date Microsoft affiliate countersigns)</i>
Effective Date <i>(may be different than our signature date)</i>

## ***Outsourcer Terms and Conditions***

### **1. Definitions.**

The term “outsourcer agreement” means the agreement between you and the customer in which the customer engaged you to provide outsourcing services in connection with the product licenses covered under this enrollment. All other definitions in the Select Agreement apply here.

### **2. The outsourcer’s role.**

This enrollment provides customers that wish to license products under the Select Agreement program the means to finance the acquisition of product licenses and/or manage their information technology assets via a designated third party. Acting on the customer’s behalf, you are responsible for preparing and placing all product license orders, and satisfying all payment obligations. Accordingly, except as otherwise provided in this enrollment, the terms of the Select Agreement apply to you as if you, like the customer, were an enrolled affiliate under the Select Agreement.

### **3. Lease/rental rights.**

As an exception to the Select Agreement, this enrollment allows you to license products for the sole purpose of leasing, sublicensing, renting or otherwise making such products available to the customer and its affiliates (and to no other party) solely for their internal use. This enrollment does not grant you any right to use products licensed under this enrollment in any manner or for any purpose. Your right to lease, sublicense or rent products is temporary and expires upon the earlier of expiration or termination of the outsourcer agreement or this enrollment. Both you and the customer must promptly notify us if the outsourcer agreement expires or is terminated during the term of this enrollment.

### **4. Disposition of product licenses at end of outsourcing relationship.**

When your rights under section 3 above expire, each license obtained under this enrollment will automatically expire, unless it is promptly and permanently transferred to the customer or one of its affiliates. We require written notice of any such transfer within 30 days after your rights under section 3 above expire. Such notice must be on a form that we provide and include the name of the customer or affiliate to which licenses have been transferred.

Upon transfer of the licenses, and provided the customer is and remains in compliance with all its obligations under this enrollment, the customer or affiliate will have the right to use the licensed product or transfer the license in accordance with the Select Agreement and the product use rights. They may not, however, rent, lend or lease the product as provided in section 3 above. In addition, only after we receive notice of such transfer and the conditions set forth in section 5 (License Grant – what your enrolled affiliates are licensed to run) of the Select Agreement are satisfied will the customer’s rights to use the licensed products become perpetual. For any license that is not transferred, you must certify in writing to us that you, the customer or its affiliate has promptly deleted or otherwise disposed of the product covered by that license. You may not retain copies of any of the products after your rights under section 3 above expire, nor may you transfer products licensed under this enrollment except as permitted in this section 4.

### **5. Software Assurance Membership.**

If you commit to obtaining either L&SA or Software Assurance for all copies of products licensed within one or more product pools, then, throughout the term of this enrollment (including any renewal), the customer qualifies as a member of Microsoft’s Software Assurance Membership program. You may, in the name and on behalf of the customer, exercise its rights as a Software Assurance Member. This right is temporary and expires upon the earlier of expiration or termination of the outsourcer agreement or this enrollment.

## **6.     *Records.***

You must maintain all records that an enrolled affiliate is required to keep pursuant to section 8 (Verifying compliance) of the Microsoft Business Agreement (if any, otherwise the corresponding provision of the Select Agreement). During the term of the Select Agreement and for a period of one year thereafter, we may audit your records to the same extent, and subject to the same limitations, as we might audit any enrolled affiliate under section 8 of the Microsoft Business Agreement or the corresponding provision of the Select Agreement.

## **7.     *Reseller.***

You must choose and retain a reseller authorized in your area.

## **8.     *Agreement of affiliates.***

You must obtain the written agreement of each affiliate to whom you lease, sublicense, rent or otherwise provide products to (i) be bound by all terms of the Select Agreement, including the Microsoft Business Agreement (if any) and the product use rights, and (ii) on expiration of your rights under section 3 above, promptly delete or otherwise dispose of all copies and contents of the products it has received from you, if licenses acquired under this enrollment for its benefit are not transferred as permitted in section 4 above.

## **Software Assurance Election Form**

### **1. Software Assurance Membership election:**

In order for the customer to become a Software Assurance Member, you must agree to purchase and maintain Software Assurance for all copies of all products licensed under this enrollment from at least one product pool. For a description of benefits resulting from choosing one or more product pools below and additional details regarding the Software Assurance Membership program, please consult your reseller or Microsoft account manager.

For each product pool, mark "yes" or "no" to indicate whether you are committing to purchase and maintain Software Assurance for all copies of all products licensed from that pool under this enrollment.

<b>Product Pools</b>	<b>Yes</b>	<b>No</b>
<b>Applications</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Systems</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Servers</b>	<input type="checkbox"/>	<input type="checkbox"/>

**Note:** If you mark "Yes", we will not accept orders for licenses without Software Assurance

### **2. Election to renew Software Assurance (or similar upgrade protection):**

If you are renewing Software Assurance (or similar upgrade protection) from a previous Microsoft agreement, mark the box below and provide the previous enrollment number and enrollment end date or Microsoft Open License authorization number and end date to your reseller for it to complete the applicable boxes at the top of the cover page of this enrollment.

For an explanation of the circumstances under which you may renew, see subsection 3(a) (Placing orders) of the Select Agreement.

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Yes, I am renewing Software Assurance.

## ***Reseller Information Form***

Use this form to identify your selected reseller and have your reseller complete the information below and acknowledge your selection by signing below.

<b><i>Reseller Information:</i></b>
Reseller Company Name
Street Address
City and State/Province and Postal Code
Country
Contact Name
Phone
Fax
E-mail Address

The undersigned confirms that the Reseller information is correct.

Name of Reseller
Signature
Printed Name
Printed Title
Date



# Appendix

## Media Shipping Information Form - Starter CD Kit

Enrollment Information		Reseller Contact	
Agreement #: (Reseller or Microsoft affiliate to complete)		Company Name:	
Enrollment # (Microsoft affiliate to complete)		Contact Name:	
Customer Contact Name:		Contact Email:	
		Contact Phone:	

At your option, Starter CD kits and CD-ROM subscriptions relating to your Select Enrollment identified above will be shipped to the address set out below. Terms used but not defined in this form have the meanings given to them in your enrollment.

CD Kit Ship To Information ( * indicates required information)	
Company Name *	Contact Name *
Street Address *	Contact Email Address *
City and State / Province *	Contact Phone Number *
Country and Postal Code	Contact Fax Number

If you choose below to receive media, then upon our acceptance of your enrollment, we will send you your starter CD kit (media) in the language(s) you select. This starter CD kit will be provided at no additional charge, in order to permit the exercise the license rights granted under your enrollment and the related Select License Agreement. You may also subscribe to updates in the form of CDs, or upon reasonable notice, electronic download or similar other means. If you need additional CD kits and updates, you may order these through your reseller for a fee. For a complete list of the contents of any kit, visit the web site at <http://selectug.mslicense.com/>.

- |   |   |
|---|---|
| <input type="checkbox"/> I <b>want</b> to receive a starter CD kit (media)        | <input type="checkbox"/> I <b>want</b> to subscribe to receive kit updates.       |
| <input type="checkbox"/> I <b>do not want</b> to receive a starter CD kit (media) | <input type="checkbox"/> I <b>do not want</b> to subscribe to receive kit updates |

The charges for any purchased media may be subject to sales taxes based upon where media delivery occurs. If you are exempt from sales taxes in the media delivery location, please provide the applicable sales tax exemption documentation with your enrollment.

# Media Shipping Information Form – Starter CD Kit (Continued)

*For each language and group you wish to receive, mark the corresponding box with an **X***

Language	Applications Pool					Systems Pool	Servers Pool	
	Office Family	Mapping *	Developer Tools	Training and Learning	Products for Macintosh	Windows Client: Business	Windows Servers	Server Applications
English	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
English/MultiLanguage	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Arabic	<input type="checkbox"/>					<input type="checkbox"/>		<input type="checkbox"/>
Brazilian Portuguese	<input type="checkbox"/>			<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chinese Simplified	<input type="checkbox"/>		<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>
Chinese Traditional	<input type="checkbox"/>		<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chinese Traditional Hong Kong/Pan-Chinese						<input type="checkbox"/>	<input type="checkbox"/>	
Czech	<input type="checkbox"/>		<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Danish	<input type="checkbox"/>					<input type="checkbox"/>		<input type="checkbox"/>
Dutch	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Finnish	<input type="checkbox"/>					<input type="checkbox"/>		<input type="checkbox"/>
French	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
German	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Greek	<input type="checkbox"/>					<input type="checkbox"/>		<input type="checkbox"/>
Hebrew	<input type="checkbox"/>					<input type="checkbox"/>		<input type="checkbox"/>
Hungarian	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Italian	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Japanese	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Korean	<input type="checkbox"/>		<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Norwegian	<input type="checkbox"/>					<input type="checkbox"/>		<input type="checkbox"/>
Pan Chinese	<input type="checkbox"/>							<input type="checkbox"/>
Polish	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Portuguese	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Russian	<input type="checkbox"/>		<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Spanish	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Swedish	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Thai	<input type="checkbox"/>							
Turkish	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\* Mapping Kit is not available for use in or shipment to, India, Morocco, Pakistan, China, Hong Kong SAR, Macau SAR, and Turkey

☐ = Not Available