

# **Program Signature Form**

| MBA/MBSA number  |          |
|------------------|----------|
| Agreement number | 01E73377 |

5-0000010132615

**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=""></choose>                  | Document Number or Code |  |  |
| <choose agreement=""></choose>                  | Document Number or Code |  |  |
| <choose agreement=""></choose>                  | Document Number or Code |  |  |
| <choose agreement=""></choose>                  | Document Number or Code |  |  |
| <choose agreement=""></choose>                  | Document Number or Code |  |  |
| <choose enrollment="" registration=""></choose> | Document Number or Code |  |  |
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| <choose enrollment="" registration=""></choose> | Document Number or Code |  |  |
| <choose enrollment="" registration=""></choose> | Document Number or Code |  |  |
| Amendment                                       | M318 (69051527)         |  |  |
| Document Description                            | Document Number or Code |  |  |
| Document Description                            | Document Number or Code |  |  |
| Document Description                            | Document Number or Code |  |  |
| Document Description                            | Document Number or Code |  |  |

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)* Baldwin County Commission |
| Signature*  |
| Printed First and Last Name*  |
| Printed Title   |
| Signature Date*   |
| Tax ID  |

<sup>\*</sup> indicates required field

# Microsoft Corporation 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 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)

| Cus   | stomer |
|---|--------|
| Name of Entity (must be legal entity name)* |        |
| Signature*                                  |        |
| Printed First and Last Name*                |        |
| Printed Title                               |        |
| Signature Date*                             |        |

| Outsourcer                                |  |  |  |  |  |  |
|---|--|--|--|--|--|--|
| Name of Entity (must be legal entity name |  |  |  |  |  |  |
| Signature*                                |  |  |  |  |  |  |
| Printed First and Last Name*              |  |  |  |  |  |  |
| Printed Title                             |  |  |  |  |  |  |
| Signature Date*                           | en e |  |  |  |  |  |

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 Corporation

Dept. 551, Volume Licensing 6880 Sierra Center Parkway Reno, Nevada 89511 USA

<sup>\*</sup> indicates required field

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# Amendment to Contract Documents

**Enrollment Number** 

69051527

5-0000010132615

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 Enrollment Yammer for GCC Amendment ID M318

### 1. Defined terms.

"Yammer Enterprise" means the multi-tenant service offering, Yammer Enterprise, as described in the Product Terms dated December 1, 2016.

### 2. Additional Rights to Yammer Enterprise.

In order to be eligible for Yammer Enterprise, Customer or Enrolled Affiliate must have purchased user subscription licenses ("USLs") under the Enrollment for at least one of the following Office 365 for Government offerings ("Qualifying Office 365-G Suites").

- Office 365 Government/GOVCON E1
- Office 365 Government/GOVCON E3
- Office 365 Government/GOVCON E4
- Office 365 Government/GOVCON E5
- .

Following its execution of this Amendment, each of Enrolled Affiliate's users assigned to a USL for a Qualifying Office 365-G Suite is entitled to use Yammer Enterprise, at no additional cost, for the duration of the earlier of (i) the USL subscription term and (ii) the term of this Amendment, subject to the terms and conditions of this amendment. Enrolled Affiliate may not assign any Yammer Enterprise USLs provided at no additional cost under this Amendment to any users that are not assigned to a Qualifying Office 365-G Suite.

Microsoft's provision of Yammer Enterprise under the Enrollment will be subject solely to the terms of the Enrollment, Agreement, Online Services Terms dated December 1, 2016 and Product Terms dated December 1, 2016, except as otherwise provided in this Amendment.

Yammer Enterprise is provided in a "public cloud," not in a "community cloud," as such terms are defined in NIST Special Publication 800-145. It is neither part of, nor a component of, Office 365 for Government.

If Microsoft integrates Yammer Enterprise features or functionality into any Office 365 for Government Online Service, Microsoft makes no representation or warranty that Enrolled Affiliate will be able to migrate its Customer Data from Yammer Enterprise to Office 365 for Government, nor that any such migration (if possible) will be performed by Microsoft at no cost.

In order to provide Yammer Enterprise to eligible users of Qualifying Office 365-G Suites at no additional cost as set forth above, Microsoft will invoice Enrolled Affiliate (or Enrolled Affiliate's Reseller, if

applicable) for the applicable SKU, for a quantity of Yammer Enterprise not to exceed, in aggregate, the total number of Licenses Enrolled Affiliate has purchased for Office 365-G Suites.

It is the intent of Microsoft that the terms of this amendment, and the provision of Yammer Enterprise (for the limited purpose set forth above), be in compliance with all applicable federal, state and local laws and regulations. All Products are provided under this Amendment for the sole use and benefit of Enrolled Affiliate for its government functions only, and are not provided for use by or personal benefit of any government employees.

This Amendment shall automatically terminate upon any termination or expiration of the Enrollment term. In addition, Microsoft shall have the right to immediately terminate this Amendment in the event Customer or the 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 Int | ernal Use | Only: |
|---------------|-----------|-------|
|---------------|-----------|-------|

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