Participation Agreement for Enrollment for Education Solutions (EES) – IU13 Consortium

Undersigned Participant acknowledges that Microsoft Licensing, Microsoft Corporation, Microsoft Ireland Operations Limited or Microsoft Operations Pte Ltd (each, "Microsoft") and Lancaster Lebanon Intermediate Unit 13 ("Organization") have entered into the Microsoft Campus and School Agreement identified above and the Enrollment for Education Solutions (as amended, modified and supplemented to the date hereof, collectively, the "Agreement") under which Participant desires to sublicense Licenses to Products from and through Organization. All capitalized terms used but not defined herein will have the meanings assigned in the Agreement.

EES Agreement School District Name	
Street Address	
City, State/Province, Zip	
Contact Name	
Contact e-mail	
Telephone	
Microsoft EES Agreement Number (Organization to complete)	TBD

Education Qualified User Organization-wide Count for Participant identified above	
Student Count based on State Year of Enrollment for Participant identified above*)*	

1. ***Acknowledgment.*** Participant hereby acknowledges that it may request and review a copy of the Agreement, which incorporates the Product Terms applicable to the Products acquired under the Agreement, which are located at http://www.microsoft.com/licensing/default.mspx and that it has read and understood the terms and conditions of the foregoing documents.

2. ***Agreement.*** Participant agrees to be bound by all Agreement terms and conditions (including without limitation terms relating to Product use, compliance verification, notifications to users, LIMITED Warranty and DISCLAIMERS, limitation of liability, no liability for certain damages) just as if it had executed the Agreement itself as a sole, original licensee of the Products; EXCEPT, however, Participant --

    a. will submit orders using the enrollment number assigned for such purpose;

    b. will not have the right to submit enrollments under Organization's Campus and School Agreement;

    c. Each enrollment under this Agreement is required to have a minimum of 5 Education Qualified Users to qualify for entry.

    d. The initial order must include Subscription Licenses for at least:

    (i) Microsoft 365 Education A3 for an Organization-wide Count of at least 5

    (ii) Microsoft 365 Education A5 for an Organization-wide Count of at least 5;   OR

    (iii) A mix of Microsoft 365 Education A3 and Microsoft 365 Education A5 as described in the Product Terms for an Organization-wide Count of at least 5; OR

    (iv) One Education Platform Product for a Student Count of at least 5

e. will be subject to the chosen Enrollment Licensed Period, August 1, 2024, through July 31, 2029.

f. will have its Product use based on the Agreement and this Participation Agreement and any expiration or termination thereof;

g. will notify its Users of the terms of the Agreement and this Participation Agreement;

h. will not have its own "Participants" as defined in the Agreement nor in any other way act as a sub-licensor under the Agreement;

i. will not have the right to amend, renew, extend, or terminate the Agreement; and

j. will not be liable to Microsoft based solely on the acts or omissions of any other Participants or of the Organization under the Agreement.

3.   *Additional Notification.* Participant will notify Microsoft immediately if and when it becomes aware of any actual or potential violation of the Agreement or this Participation Agreement.

4.   *Survival.* All sections above except for those providing for use rights shall survive termination or expiration of the Agreement and/or this Participation Agreement. This Participation Agreement shall not survive any termination or expiration of the Agreement.

Participant's violation of the above-referenced terms and conditions shall be deemed to be a breach of this Participation Agreement and shall be grounds for immediate termination of all rights granted hereunder.

Participant
Name of Entity
Signature
Printed name
Printed title
Signature date