

For Microsoft Internal Purposes:

Confirmation Number

Master Campus Agreement Number

Campus Agreement – Subscription Order Form

Your agreement is comprised of the overview page, general terms and conditions, the subscription order form(s), and license rights. The terms of these parts are incorporated by this reference. Except as otherwise defined, terms used in this subscription order form have the meanings assigned in the overview page or elsewhere in your agreement.

This subscription order form is part of your agreement and allows you to have your users run software during the licensed period according to the terms of your agreement. Complete and submit two original copies of the subscription order form with your purchase order number to your reseller and keep a copy of this order for your records. We will process your order when received from your reseller and then we will send you a letter with i) your confirmation number, ii) the number of full-time equivalent ("FTE") faculty/staff you have enrolled, iii) the number of FTE students you have enrolled, iv) the products you have identified, and v) the licensed period. We will invoice your reseller and you will pay your reseller the amount on their invoice.

By signing below, i) you represent that the information you provide on this order form is accurate and correct, and ii) you acknowledge and agree that you have read and understood the terms of this order form and of the parts which are incorporated by the reference in the box left, and iii) you agree to be bound by the same.

Your Institution's Name	
By: <i>(Signature)</i>	Date:
Name: <i>(Print)</i>	Title:

1. Notices Information (For you to complete)

We will send any notices to the contact information listed below. You will notify us in writing if your contact name or address changes. Should you need to contact us, our contact information is located in the license rights section of this agreement.

Your Institution's Name	Contact Name
Your Purchase Order Number	Contact Title
Street Address	Phone Number
City and State / Province	Fax Number
Country and Postal Code	Email Address (Required - This person will receive regular updates from us)

Check if you are renewing coverage

Enter Previous Agreement Number

2. Designating Users (For you to complete)

Check the portion of your organization that is participating in this order below:

- My entire institution is participating in this order below.
 One or more departments are participating in this order below.

In cases where you are enrolling less than the entire institution, attach a list of department names and their respective FTE count on a separate piece of paper. Include all segments of a department -- e.g., a business school should include the business library.

Faculty and Staff FTE Calculation Table. Count all of the part-time and full-time faculty/staff. Use this table to calculate the total number of faculty/staff in FTEs. You may exclude non-PC users such as maintenance, groundskeepers, cafeteria, etc. Round faculty/staff FTEs to the nearest whole number.

1	Full Time Faculty	
2	Full Time Staff	
3	Part Time Faculty	
3a	<i>Divide the number on row 3 by 3 (/ 3)</i>	
4	Part Time Staff	
4a	<i>Divide the number on row 4 by 2 (/ 2)</i>	
5	Total FTE Faculty & Staff (Add rows 1, 2, 3a and 4a)	

Student Option FTE Calculation Table. In order to qualify for this student option, you must first license the institution or departments that enroll your students on this order form, as instructed above. To license your students for the right to run the software on their own PCs or institution-owned PCs that are assigned for individual, dedicated student use, you must count all the students, based on fall enrollment, in the institution or departments identified above. Use this table to calculate the total number of students in FTEs. Round student FTEs to the nearest whole number.

1	Full Time Students	
2	Part Time Students	
2a	<i>Divide the number on row 2 by 3 (/ 3)</i>	
3	Total FTE Students (Add rows 1 and 2a)	

If you choose this student option, students graduating from the institution during the licensed period will receive a perpetual right to run the version of the software that is installed on their PC at the time they graduate. You will be responsible for ensuring that the students graduating from your institution receive a student license confirmation (attached as Exhibit 1), as required by the license rights.

3. Software Products (For you to complete)

This agreement grants you the right during the licensed period to run copies of the software products selected below. Place an **X** by the products in the box below you wish to run during the licensed period for the total number of faculty/staff and students that you designated in section 2. The selection of products for faculty/staff may differ from the selection for students, but the selection for each must separately meet a minimum of 300 units for us to accept this order.

Software Products Table.

	Products	Faculty/Staff Users	Student Users
	*Microsoft Campus Desktop (consisting of Office Pro, Windows Upgrade and Core CAL**)		
	Microsoft Office Professional		
	Microsoft Windows Operating System Upgrade		
	Microsoft Core Client Access License**		
	Microsoft FrontPage		
	Microsoft Project		
	Microsoft Publisher		
	Microsoft Visual Studio Professional		
	Microsoft Windows Pro Step by Step Interactive Press		
	Microsoft Web Publishing Step by Step Interactive Press		
	Microsoft Encarta Reference Suite or Encarta Online		
	Microsoft Visio Professional		
	Microsoft Encarta Class Server Client Access License		
1	Total Products: Add the total number of products selected above		
2	Total Users: Enter the FTE faculty/staff and FTE student count from Section 2		
3	Total Units: Multiply total products by total users (<i>multiply row 1 by row 2</i>)		

*If you choose all three products, check this one instead of the three individual products.

** If a subscription order form is submitted prior to 10/1/01, BackOffice CAL is substituted for Core CAL.

4. Media Kit (For you to complete.)

We will automatically ship one media kit, including updates, for the software in **up to two languages** you designate in the table below. For each language you wish to receive, mark the corresponding box with an **X**. Complete the shipment contact information address section to identify who will receive the media kit.

- Your media kit may include software that you are not licensed to have your users run.
- You may install only the software that your users are licensed to run during the licensed period.
- Not all software products are available in all languages.
- Your media kit may not include all the software that your users are licensed to run. For a complete list of the contents of the kit, go to <http://selectug.mslicense.com/>.
- If you would like to receive additional media kits, you may order them through your reseller for a fee.

Check here if you already have the current media and do NOT wish to receive a new set. You will continue to receive updates for this new licensed period.

Language (Note: Only English and French are available through 9/30/01.)	Choose 1 or 2 with an "X"
English	
Int'l English/Multi-language	
Arabic	
Brazilian Portuguese	
Chinese-Simplified	
Chinese-Traditional	
English, ChnSimp, ChnTrad	
Czech	
Danish	
Dutch	
Finnish	
French	
German	
Greek	
Hebrew	
Hungarian	
Italian	
Japanese	
Korean	
Norwegian	
Polish	
Portuguese	
Russian	
Spanish	
Swedish	
Thai	
Turkish	

Shipment Contact Information
Institution Name
Contact Name
Street Address
City, State, Province and Postal Code
Country
Phone Number
Fax Number
Email Address

5. Term

Licensed Period. This subscription order form will remain in effect during the licensed period. The licensed period begins on the date of our letter to you confirming this subscription order form and expires twelve full calendar months later, unless earlier terminated as provided in the general terms and conditions.

6. Resellers and Distributors

You must choose a reseller in your area. A reseller is an Authorized Education Reseller ("AER") that we have authorized to distribute software under your agreement in your region. If, at any time during the licensed period you wish to terminate the relationship with your designated reseller, or if we discontinue the reseller's status as a reseller, you must choose another reseller. If you intend to change your reseller, you must notify us and the current reseller, in writing, at least 30 days in advance.

a. Reseller and Distributor Information (For the reseller and distributor to complete.)

Reseller to complete this column	Distributor to complete this column
Reseller Name	Distributor Name
Headquarters Street Address	Headquarters Street Address
City and State / Province	City and State / Province
Country and Postal Code	Country and Postal Code
Contact Name and Title	Contact Name and Title
Phone Number	Phone Number
Fax Number	Fax Number
Email Address	Email Address
Indirect Partner Purchase Order Number	

The above price level will be extended to your reseller during the licensed period. Your signature below acknowledges that the above price level has been reviewed and agreed to by your reseller, subject to the terms and conditions of its agreement with us.

The undersigned confirms that the reseller and distributor information is correct.

(For the reseller and/or distributor to complete and sign.)

Name of Reseller: _____	Name of Distributor: _____
By: _____ (signature)	By: _____ (signature)
Name _____ (printed)	Name: _____ (printed)
Title: _____ (printed)	Title: _____ (printed)
Date: _____	Date: _____

Campus Agreement -- Exhibit "1" to Subscription Order Form

Please complete the following:

Master Campus Agreement Number
End Date of Subscription Order Form
Name of Education Institution
Student Name
Student Identification Number
Today's Date

CAMPUS AGREEMENT STUDENT LICENSE CONFIRMATION

1. Grant of License. Licensors hereby grants you the right to run one copy of the version number and language of the software identified below which you have installed on your PC per the right granted to you by the institution under the Campus Agreement program. Your right to use the software shall be governed by and subject to the relevant section(s) of the most current license rights which you may view at www.microsoft.com/education/license/terms.asp.

Product Description

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2. Description of Other Rights and Limitations.

- **Limitations on Reverse Engineering, Decompilation, and Disassembly.** You may not reverse engineer, decompile, or disassemble the software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- **Separation of Components.** The software is licensed as a single product. Its component parts, if any, may not be separated for use on more than one computer.
- **Rental.** You may not rent, lease, or lend the software.
- **Support Services.** Customers acquiring software under the Campus Agreement program are not entitled to free telephone support.

3. Copyright. All title and copyrights in and to the software (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the software), and any copies of the software are owned by Microsoft or its suppliers. The software is protected by copyright laws and international treaty provisions. Therefore, you must treat the software like any other copyrighted material except that you may install the software on a single computer provided you keep the original solely for backup or archival purposes.

4. Disabling Mechanisms and No Support Services. We reserve the right to include in the software any proactive technical disabling mechanisms that would enable us, with a timed device, to disable the software. Additionally, you will not be entitled to free telephone support for the software.

5. Limited Warranty and Disclaimers. You are provided with a 90-day product warranty, the terms of which are in the license rights. EXCEPT FOR THE LIMITED WARRANTY PROVIDED IN THE PRECEDING SENTENCE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ON OUR OWN BEHALF AND ON BEHALF OF OUR SUPPLIERS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCTS AND RELATED MATERIALS. THERE MAY BE SITUATIONS IN WHICH YOU HAVE A RIGHT TO CLAIM DAMAGES FROM US. WHATEVER THE BASIS FOR YOUR CLAIM (SUCH AS BREACH OF CONTRACT OR TORT), OUR LIABILITY WILL BE LIMITED TO DIRECT DAMAGES UP TO THE AMOUNT YOU HAVE PAID UNDER THIS AGREEMENT WITH RESPECT TO THE PRODUCT GIVING RISE TO YOUR CLAIM. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE OR ANY OF OUR SUPPLIERS BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL DAMAGES, DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER LOSS) ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.