

Program Signature Form

MBA/MBSA number

U5827651

7-37SFPCEEAN

Agreement number

35E66079

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 Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
Enterprise Enrollment	X20-10406
Enterprise Agreement Customer Price Sheet	1347775.017
Product Selection Form	PSF-1347775.017
Enterprise Amendment	M23,CTM-CTC-CTL-M426,M610,CTM-CPTCPCM60,CTM-CTC-OTC-M886-7-37SFPCEEAN

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)* City of Cape Town	
Signature*	
Printed First and Last Name*	
Printed Title	
Signature Date*	

* indicates required field

Microsoft Affiliate	
Microsoft Ireland Operations Limited	
VAT number	
Signature	
Printed First and Last Name	
Printed Title	Authorized Signer
Signature Date	08/02/2024 (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)*	City of Cape Town
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

Enterprise Enrollment (Direct)

Government

Enterprise Enrollment number
*Microsoft to complete*Previous Enrollment number
*Software Advisor to complete***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 Customer Price Sheet, (6) the Product Terms, (7) the Online Service Terms, (8) any Supplemental Contact Information form, Previous Agreement/Enrollment form and other forms that may be required, (9) 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 (10) 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 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.

"Customer Price Sheet" means the written statement provided to Enrolled Affiliate that contains Enrolled Affiliate's initial order and associated pricing.

"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.

“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.

“Software Advisor” means an entity authorized by Microsoft and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement.

“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. **Software Advisor.** Enrolled Affiliates must select and work with a Software Advisor authorized in Enrolled Affiliate's location. The Software Advisor will assist in the preparation of the order and then transmit the order to Microsoft. Microsoft may pay fees to Software Advisors and other third parties Microsoft authorizes to assist Enrolled Affiliates in exchange for their advisory services. Software Advisors and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- 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 Software Advisor. 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 any 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 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 Software Advisor. 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 the initial order minimum requirements are maintained.
- 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: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services, and (2) has not 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.** If the true-up order or update statement is not received when due, Microsoft will invoice Enrolled Affiliate 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 a Customer Price Sheet, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on a Customer Price Sheet, 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.** Except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices 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 prices 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.*

- a. **Standard 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 spread payments are elected, unless indicated otherwise on the Customer Price Sheet, Microsoft will invoice Enrolled Affiliate 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.
- b. **Extended payment terms.** Extended payment terms are payment terms that allow for monthly, quarterly, semi-annual, or customized structured payments, as well as modified payment timing on standard payment terms ("Extended Payment Terms"). Depending on Enrolled Affiliate's location, Enrolled Affiliate may have the ability to request Extended Payment Terms for an 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.
- 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 one year 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. 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. During the Extended Term, the then-current Online Services

Terms and 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 year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued 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. Without limiting any other remedies Microsoft may have, if Microsoft terminates this Enrollment for cause, all amounts due under any unpaid invoices shall become due and payable immediately.
- 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, Enrolled Affiliate will receive a credit for any amount paid in advance for the period after termination.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. 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 all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise.):

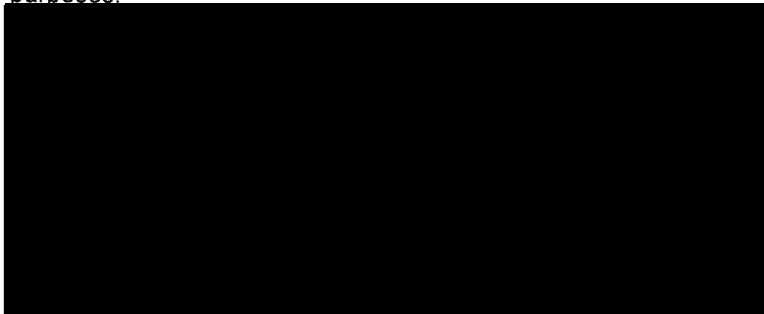
☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

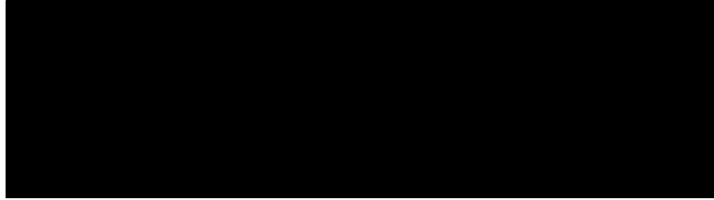
Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, 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.



- 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)

A large black rectangular box used to redact information, likely a name or title.

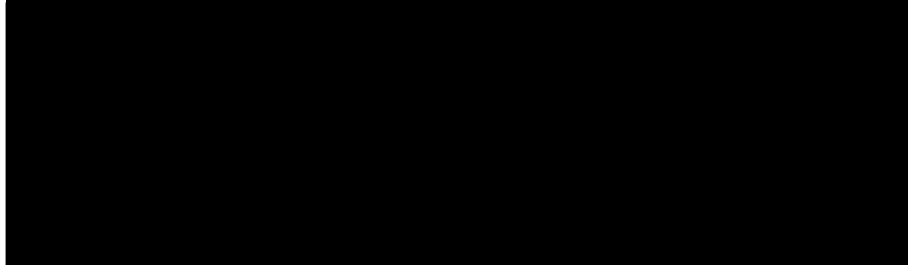
Language preference. Choose the language for notices. English

☐ 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. **Billing contact.** This is the contact to which Microsoft will send invoices and any tax exempt information necessary for Microsoft to process invoices. The Billing contact may also be contacted regarding purchase order matters or other invoicing queries.

Name of entity City of Cape Town

A large black rectangular box used to redact information, likely a name or title.

- d. **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.

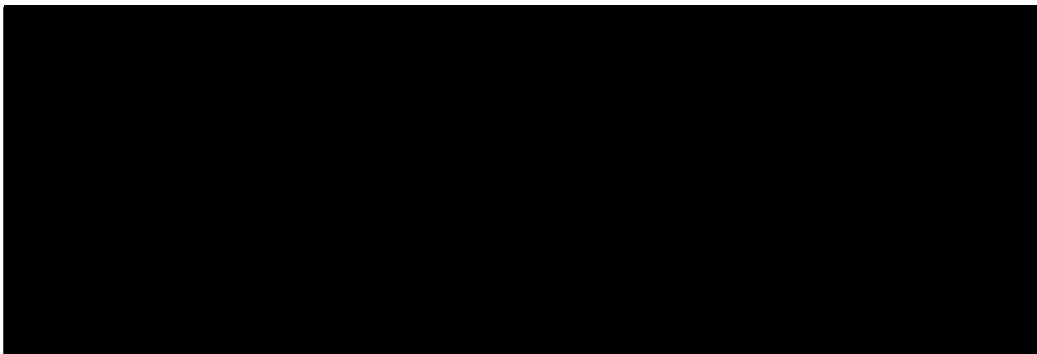
☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

A black rectangular box used to redact information, likely a name or title.

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required field*

- e. **Software Advisor information.** Software Advisor's contact for this Enrollment is:

A large black rectangular box used to redact information, likely a name or title.

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

--	--

* indicates required field

Changing a Software Advisor. If Microsoft or the Software Advisor chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Software Advisor. If Enrolled Affiliate or the Software Advisor 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.

- f. 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.**

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

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.

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

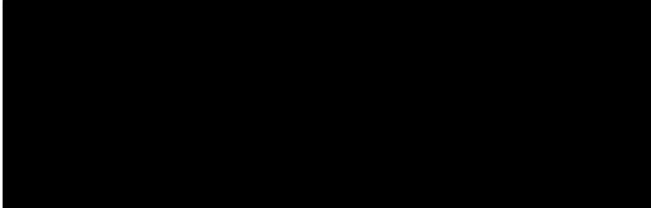
2. Software Assurance manager.

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

☒ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

3. ***Subscriptions manager.***

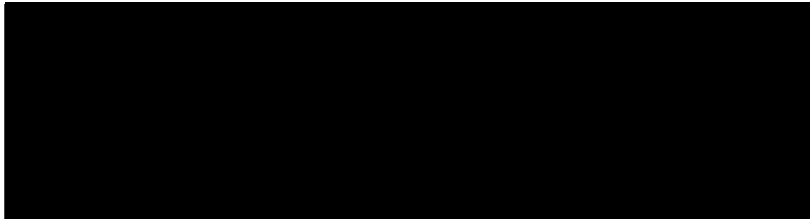
This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also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



☐ 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.



☐ 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*

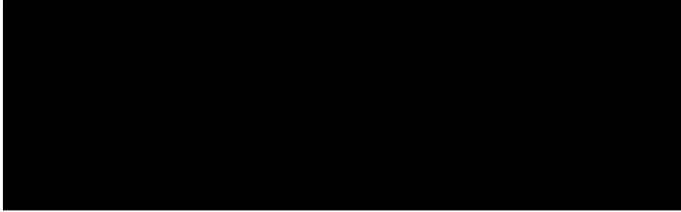
Country*

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.

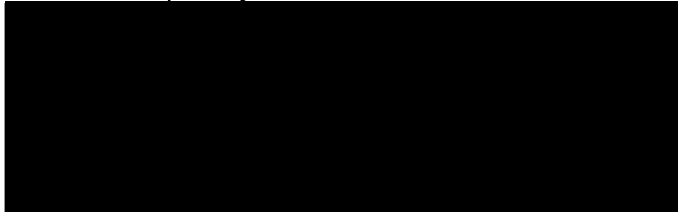
An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

A large black rectangular redaction box covering the primary contact information.

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

A large black rectangular redaction box covering the notices contact information.

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

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.

Proposal ID

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	20,250	-	User Licenses

Products	Enterprise Quantity
Microsoft 365 Enterprise	
M365 E5 USL Unified	20,250

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	20250	20250	20250	20250

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.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

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
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
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.	

Amendment to Contract Documents

Enrollment Number

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 Effective Date Amendment ID M23

The paragraph of the Enrollment titled "Effective date" is amended by adding the following:

Both parties to the Enrollment have agreed, for their mutual benefit, that the Enrollment will have an effective date other than the date it is signed by Microsoft. Therefore, the effective date of the Enrollment will be 1st of March 2024.

Enterprise Enrollment

5 Year Enrollment

Amendment ID CTM on M426

The section of the Enrollment entitled "Term" is deleted and replaced in its entirety with the following:

Term. The term of the Enrollment will expire on the last day of the month, 57 full calendar months from the effective date of the initial term, per the following structure.

Enrollment Term Year	Start Date	End Date
Year 1	2024/03/01	2025/02/28
Year 2	2025/03/01	2026/02/28
Year 3	2026/03/01	2027/02/28
Year 4	2027/03/01	2028/02/29
Year 5	2028/03/01	2028/11/30

For the avoidance of doubt, the Enrollment will expire on *30 November 2028* and will not automatically renew. Any reference in this Enrollment to "day" will be a calendar day.

Enterprise Enrollment
Azure Commitment Discount – Pay as You Go
Amendment ID 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	For Multi-Tenant Enrollment only: Lead Legal Entity Name, or Tenant Affiliate Name on the Enrollment to which Azure Commitment Discount applies
4%	2024/03/01	2028/11/30	

Enterprise Enrollment (Direct)
Custom Payment Options on Enterprise Enrollment
(Ramped)
Amendment ID CTM on M60

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

Notwithstanding anything to the contrary or in addition to any terms in the Enrollment, the Enrollment is amended as follows:

Entity's initial order will be invoiced in five unequal annual installments as follows:

Invoice Schedule	Invoice Date	Invoice %	Invoice Amount	Invoice Date
First Installment	Latter of the Enrollment Effective Date or Microsoft's acceptance of the Enrollment	22.96%	\$ 11 988 706.16	2024/03/01
Second Installment	First anniversary	15.92%	\$ 8 321 696.64	2025/03/01
Third Installment	Second anniversary	20.76%	\$ 10 849 915.44	2026/03/01
Fourth Installment	Third anniversary	19.14%	\$ 10 003 371.60	2027/03/01
Fifth Installment	Fourth anniversary	21.23%	\$ 11 095 891.20	2028/03/01

Enterprise Enrollment

License Reduction

Amendment ID CTM on M886

No true Down

The parties agree that the Enrollment is hereby amended as follows:

Notwithstanding anything in the Agreement and / or Enrollment to the contrary, Microsoft is providing Enrolled Affiliate with special custom pricing terms for the duration of the Enrollment. Accordingly, it is agreed that during the term of this Enrollment Enrolled Affiliate may not reduce the license Quantity for any listed Product (including Subscriptions and OLS) as specified on the Enrolled Affiliate Customer Price Sheet number 1347775.017.

This is a one-time only offer under this Enrollment and Enrolled Affiliate acknowledges that custom pricing terms will not be available for additional orders or upon renewal of the Enrollment.

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:

(M23)EnrAmend(EffectiveDate)(WW)(ENG)(Dec2022)(IU).docx		M23	PLSS
(M426)EnrAmend(5YearEnrollment)(WW)(ENG)(Aug2017)(IU).docx	CTM	CTM-CTC-CTL-M426	BD
(M610)EnrAmend(AzureCommitmentDiscount - PayAsYouGo)(WW)(ENG)(Mar2023)v4(IU).docx		M610	B
(M60)EnrAmend(Dir)(CustomPaymentOptions OnEnterpriseEnrollment(Ramped))(WW)(ENG)(Jan2023)(IU).docx	CTM	CTM-CPT-CPC-M60	BD
(M886)EnrAmend(LicenseReduction)(WW)(ENG)(Dec2021)(IU).docx	CTM	CTM-CTC-OTC-M886	BD

Microsoft Volume Licensing		City of Cape Town	
Microsoft Volume Licensing - Customer Price Sheet - Final Pricing			
Quote Number: [REDACTED]		Billing currency: USD	
Creation Date: 10/18/2023		Term Of Agreement: 57 Months	
Effective Duration: 30 days		Opportunity ID: [REDACTED]	
Enrollment Number:		Payment Schedule: Ramped	
Language: English (United States)		DCoE KP MM	
Price List Month: July 2023			
Direct Enterprise Enrollment - New Quote			
Customer Contact			
[REDACTED]		[REDACTED]	
Partner Contact(s)			
Software Advisor			
[REDACTED]		[REDACTED]	
Microsoft Contact			
[REDACTED]			
New Purchases			
Purchase Order Information			
Sections	Purchase Order Number		Purchase Order Date
Section 1 - Months 1 - 12			
Section 1 - Months 13 - 24			
Section 1 - Months 25 - 36			
Section 1 - Months 37 - 48			
Section 1 - Months 49 - 57			

Quote Summary	
Summary Item	Totals (USD)
Customer Earned Price (57 Months)	52,269,581.04
Total Credit Amount	0.00
Total Payment Months 1 - 12	11,998,706.16
Total Payment Months 13 - 24	8,321,696.64
Total Payment Months 25 - 36	10,849,915.44
Total Payment Months 37 - 48	10,003,371.60
Total Payment Months 49 - 57	11,095,891.20

SECTION 1 - Monthly Subscriptions									
Pricing & Usage Months 1 - 12									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Net Unit Price (USD)	License Quantity	Usage Country	Extended Amount (USD)
Enterprise									
M365 E5 Unified Sub Per User	AAD-33168	Adjustable	3/1/2024	Monthly	12	49.35	20,250	South Africa	11,992,050.00
Additional Products									
Visio P2 Sub Per User	N9U-00002	Adjustable	3/1/2024	Monthly	12	9.20	1	South Africa	110.40
W365 Ent 2vCPU/4GB/256GB Sub Per User	I74-00004	Adjustable	3/1/2024	Monthly	12	40.00	1	South Africa	480.00
W365 Ent 4vCPU/16GB/256GB Sub Per User	I4V-00005	Adjustable	3/1/2024	Monthly	12	75.00	1	South Africa	900.00
Defender Endpoint Server Sub	1NZ-00004	Adjustable	3/1/2024	Monthly	12	3.62	1	South Africa	43.44
M365 F3 FUSL Sub Per User	JFX-00003	Adjustable	3/1/2024	Monthly	12	4.44	1	South Africa	53.28
M365 F5 Security + Compliance Sub Add-on	8RU-00005	Adjustable	3/1/2024	Monthly	12	7.22	1	South Africa	86.64
Project P3 Sub Per User	7LS-00002	Adjustable	3/1/2024	Monthly	12	18.40	1	South Africa	220.80
Teams Premium Introductory Pricing Sub Per User	WFI-00005	Adjustable	3/1/2024	Monthly	12	5.05	50	South Africa	3,030.00
Teams Rooms Pro Sub Per Device	V9B-00001	Adjustable	3/1/2024	Monthly	12	28.86	5	South Africa	1,731.60
Total Months 1 - 12 Payment									11,998,706.16
Invoice Date: Enrollment Effective Date or if received after Enrollment Effective Date upon our acceptance									

Pricing & Usage Months 13 - 24									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Net Unit Price (USD)	License Quantity	Usage Country	Extended Amount (USD)
Enterprise									
M365 E5 Unified Sub Per User	AAD-33168	Adjustable	-	Monthly	12	27.91	20,250	South Africa	6,782,130.00
Additional Products									
Visio P2 Sub Per User	N9U-00002	Adjustable	-	Monthly	12	9.20	1,100	South Africa	121,440.00
W365 Ent 2vCPU/4GB/256GB Sub Per User	I74-00004	Adjustable	-	Monthly	12	40.00	150	South Africa	72,000.00
W365 Ent 4vCPU/16GB/256GB Sub Per User	I4V-00005	Adjustable	-	Monthly	12	75.00	100	South Africa	90,000.00
Defender Endpoint Server Sub	1NZ-00004	Adjustable	-	Monthly	12	3.62	1	South Africa	43.44
M365 F3 FUSL Sub Per User	JFX-00003	Adjustable	-	Monthly	12	4.44	7,000	South Africa	372,960.00
M365 F5 Security + Compliance Sub Add-on	8RU-00005	Adjustable	-	Monthly	12	7.22	7,000	South Africa	606,480.00
Project P3 Sub Per User	7LS-00002	Adjustable	-	Monthly	12	18.40	1,100	South Africa	242,880.00
Teams Premium Introductory Pricing Sub Per User	WFI-00005	Adjustable	-	Monthly	12	5.05	500	South Africa	30,300.00
Teams Rooms Pro Sub Per Device	V9B-00001	Adjustable	-	Monthly	12	28.86	10	South Africa	3,463.20
Total Months 13 - 24 Payment									8,321,696.64
Invoice Date: 1st Anniversary Date									

Pricing & Usage Months 25 - 36									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Net Unit Price (USD)	License Quantity	Usage Country	Extended Amount (USD)
Enterprise									
M365 E5 Unified Sub Per User	AAD-33168	Adjustable	-	Monthly	12	37.37	20,250	South Africa	9,080,910.00
Additional Products									
Visio P2 Sub Per User	N9U-00002	Adjustable	-	Monthly	12	9.20	1,100	South Africa	121,440.00
W365 Ent 2vCPU/4GB/256GB Sub Per User	I74-00004	Adjustable	-	Monthly	12	40.00	150	South Africa	72,000.00
W365 Ent 4vCPU/16GB/256GB Sub Per User	I4V-00005	Adjustable	-	Monthly	12	75.00	100	South Africa	90,000.00
Azure prepayment	6QK-00001	Adjustable	-	Monthly	12	100.00	36	South Africa	43,200.00
Defender Endpoint Server Sub	1NZ-00004	Adjustable	-	Monthly	12	3.62	1	South Africa	43.44
M365 F3 FUSL Sub Per User	JFX-00003	Adjustable	-	Monthly	12	4.44	8,000	South Africa	426,240.00
M365 F5 Security + Compliance Sub Add-on	8RU-00005	Adjustable	-	Monthly	12	7.22	8,000	South Africa	693,120.00
Project P3 Sub Per User	7LS-00002	Adjustable	-	Monthly	12	18.40	1,100	South Africa	242,880.00
Teams Premium Introductory Pricing Sub Per User	WFI-00005	Adjustable	-	Monthly	12	5.05	750	South Africa	45,450.00
Teams Rooms Pro Sub Per Device	V9B-00001	Adjustable	-	Monthly	12	28.86	100	South Africa	34,632.00
Total Months 25 - 36 Payment									10,849,915.44
Invoice Date: 2nd Anniversary Date									

Pricing & Usage Months 37 - 48									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Net Unit Price (USD)	License Quantity	Usage Country	Extended Amount (USD)
Enterprise									
M365 E5 Unified Sub Per User	AAD-33168	Adjustable	-	Monthly	12	32.26	20,250	South Africa	7,839,180.00
Additional Products									
Visio P2 Sub Per User	N9U-00002	Adjustable	-	Monthly	12	9.66	1,100	South Africa	127,512.00
W365 Ent 2vCPU/4GB/256GB Sub Per User	I74-00004	Adjustable	-	Monthly	12	42.00	150	South Africa	75,600.00
W365 Ent 4vCPU/16GB/256GB Sub Per User	I4V-00005	Adjustable	-	Monthly	12	78.75	100	South Africa	94,500.00
Azure prepayment	6QK-00001	Adjustable	-	Monthly	12	100.00	36	South Africa	43,200.00
Defender Endpoint Server Sub	1NZ-00004	Adjustable	-	Monthly	12	3.80	1	South Africa	45.60
M365 F3 FUSL Sub Per User	JFX-00003	Adjustable	-	Monthly	12	4.66	10,000	South Africa	559,200.00
M365 F5 Security + Compliance Sub Add-on	8RU-00005	Adjustable	-	Monthly	12	7.58	10,000	South Africa	909,600.00
Project P3 Sub Per User	7LS-00002	Adjustable	-	Monthly	12	19.32	1,100	South Africa	255,024.00
Teams Premium Introductory Pricing Sub Per User	WFI-00005	Adjustable	-	Monthly	12	5.30	850	South Africa	54,060.00
Teams Rooms Pro Sub Per Device	V9B-00001	Adjustable	-	Monthly	12	30.30	125	South Africa	45,450.00
Total Months 37 - 48 Payment									10,003,371.60
Invoice Date: 3rd Anniversary Date									

Pricing & Usage Months 49 - 57									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Net Unit Price (USD)	License Quantity	Usage Country	Extended Amount (USD)
Enterprise									
M365 E5 Unified Sub Per User	AAD-33168	Adjustable	-	Monthly	9	51.90	20,250	South Africa	9,458,775.00
Additional Products									
Visio P2 Sub Per User	N9U-00002	Adjustable	-	Monthly	9	9.66	1,100	South Africa	95,634.00
W365 Ent 2vCPU/4GB/256GB Sub Per User	I74-00004	Adjustable	-	Monthly	9	42.00	150	South Africa	56,700.00
W365 Ent 4vCPU/16GB/256GB Sub Per User	I4V-00005	Adjustable	-	Monthly	9	78.75	100	South Africa	70,875.00
Azure prepayment	6QK-00001	Adjustable	-	Monthly	9	100.00	36	South Africa	32,400.00
Defender Endpoint Server Sub	1NZ-00004	Adjustable	-	Monthly	9	3.80	1	South Africa	34.20
M365 F3 FUSL Sub Per User	JFX-00003	Adjustable	-	Monthly	9	4.66	10,000	South Africa	419,400.00
M365 F5 Security + Compliance Sub Add-on	8RU-00005	Adjustable	-	Monthly	9	7.58	10,000	South Africa	682,200.00
Project P3 Sub Per User	7LS-00002	Adjustable	-	Monthly	9	19.32	1,100	South Africa	191,268.00
Teams Premium Introductory Pricing Sub Per User	WFI-00005	Adjustable	-	Monthly	9	5.30	1,000	South Africa	47,700.00
Teams Rooms Pro Sub Per Device	V9B-00001	Adjustable	-	Monthly	9	30.30	150	South Africa	40,905.00
Total Months 49 - 57 Payment									11,095,891.20
Invoice Date: 4th Anniversary Date									
TOTAL SECTION 1 VALUE MONTHS 1 - 57									52,269,581.04
TOTAL DEAL VALUE MONTHS 1 - 57									52,269,581.04

Future Pricing						
Enterprise Online Services						
Product Description	Part Number	Net Unit Price(USD) / Month				
Future Monthly - Enterprise Online Services		Months 1 - 12	Months 13 - 24	Months 25 - 36	Months 37 - 48	Months 49 - 57
M365 E5 Unified Sub Per User	AAD-33168	50.54	50.54	50.54	53.07	53.07
Additional Online Products						
Product Description	Part Number	Pricing Information				
		Net Unit Price (USD)/ Month				
Online Services		Months 1 - 12	Months 13 - 24	Months 25 - 36	Months 37 - 48	Months 49 - 57
Visio P2 Sub Per User	N9U-00002	11.22	11.22	11.22	11.78	11.78
W365 Ent 2vCPU/4GB/256GB Sub Per User	I74-00004	40.00	40.00	40.00	42.00	42.00
W365 Ent 4vCPU/16GB/256GB Sub Per User	I4V-00005	75.00	75.00	75.00	78.75	78.75
Defender Endpoint Server Sub	1NZ-00004	4.42	4.42	4.42	4.64	4.64
M365 F3 FUSL Sub Per User	JFX-00003	6.83	6.83	6.83	7.17	7.17
M365 F5 Security + Compliance Sub Add-on	8RU-00005	11.10	11.10	11.10	11.66	11.66
Project P3 Sub Per User	7LS-00002	22.44	22.44	22.44	23.56	23.56
Teams Premium Introductory Pricing Sub Per User	WFI-00005	6.16	6.16	6.16	6.47	6.47
Teams Rooms Pro Sub Per Device	V9B-00001	35.20	35.20	35.20	36.96	36.96
		Net Unit Price (USD)/ Month				
Step-Ups		Months 1 - 12	Months 13 - 24	Months 25 - 36	Months 37 - 48	Months 49 - 57
W365 Ent 2vCPU/8GB/256GB SU W365 Ent 2vCPU/4GB/256GB Per User	I75-00008	10.00	10.00	10.00	10.50	10.50
W365 Ent 4vCPU/16GB/256GB SU W365 Ent 2vCPU/4GB/256GB Per User	I4V-00009	35.00	35.00	35.00	36.75	36.75
W365 Ent 8vCPU/32GB/256GB SU W365 Ent 2vCPU/4GB/256GB Per User	I4W-00008	92.00	92.00	92.00	96.60	96.60
W365 Ent 8vCPU/32GB/256GB SU W365 Ent 4vCPU/16GB/256GB Per User	I4W-00010	57.00	57.00	57.00	59.85	59.85
Project P5 SU Project P3 Per User	7SY-00006	18.70	18.70	18.70	19.64	19.64
		Net Unit Price (USD)/ Month				
Higher Editions		Months 1 - 12	Months 13 - 24	Months 25 - 36	Months 37 - 48	Months 49 - 57
W365 Ent 2vCPU/8GB/256GB Sub Per User	I75-00004	50.00	50.00	50.00	52.50	52.50
W365 Ent 8vCPU/32GB/256GB Sub Per User	I4W-00004	132.00	132.00	132.00	138.60	138.60
Project P5 Sub Per User	7SY-00002	41.14	41.14	41.14	43.20	43.20

Product Notes
Note 1: If the payment structure is changed, the list price may not reflect the actual list price but may be updated to reflect the payment structure chosen.
Note 2: Purchase Orders should include taxes where applicable.
Note 3: For Monthly Subscription Licenses, including Online Services, Total Extended Amount will be calculated to reflect Monthly Net Unit Price multiplied by Months Remaining multiplied by License Quantity. If the Usage Date changes to a later date which impacts Months Remaining, this Extended Amount will be used to reflect this proration for any month invoiced after the initial month. The Usage Start Date only applies to the initial Pricing and Usage period. Subsequent Pricing and Usage periods align to continue coverage until the end of the subscription term.
Note 4: Future Monthly Subscription pricing is expressed in monthly terms to support pro-ration of months remaining in the Enrollment based on usage date of order. Online Services must be ordered prior to deployment, except where permitted through License Reservation for those Online Services eligible for the true-up or annual order process.
Note 5: For on-premises Subscription Licenses, true-up order must reflect the correct Usage Date when incremental Product quantity was first used or Qualified Devices/Users (if applicable) were added.
Note 6: Microsoft Professional Services: If no Professional Services support SKU is listed on this Price Sheet, Customer acknowledges that such support is not included in this Enterprise Agreement.
Note 7: The purchase of Services for which Enrolled Affiliate is invoiced under these terms and conditions is strictly at Enrolled Affiliate's option. Enrolled Affiliate understands there is no obligation to purchase Services from Microsoft. Enrolled Affiliate further understands that the price of Services purchased from Microsoft is the same regardless of whether Customer chooses to license Microsoft software under Customer's Enterprise Agreement or through any other Microsoft Services channel.
Note 8: The AppFabric Cache part numbers are all priced and reported in discrete 128 MB increments, regardless of the actual size of the cache. For example, if Enrolled Affiliate's Enterprise utilizes a 1 GB cache for a complete month, Enrolled Affiliate will be charged eight times the Monthly Net Unit Price. Similarly, if Enrolled Affiliate's Enterprise utilizes a 4 GB cache for an entire month, Enrolled Affiliate will be charged 32 times the Monthly Net Unit Price.
Note 9: For individual Microsoft Azure Services, Microsoft may lower prices during the Enrollment term. If Channel Price Sheet indicates a higher price than the then-current price, Microsoft may give the lower price(s) during the period they are in effect. The lower price(s) will be indicated in the applicable price list for the Enterprise offering and on the Microsoft Azure Enterprise Portal.
Note 10: For Monthly Subscription Licenses, including Online Services, Total Extended Amount will be prorated to reflect Monthly Unit Price multiplied by Months Remaining multiplied by License Quantity. If the Usage Date changes to a later date which impacts Months Remaining, this Extended Amount will be reduced to reflect this proration.

Terms and Conditions

Unless otherwise indicated on the Customer Price Sheet, Microsoft will invoice Enrolled Affiliate in 3 equal annual installments. The first installment will be invoiced upon acceptance of the Enrollment, and thereafter on the anniversary of the Enrollment.

Delivery and Payment Terms: Subject to Microsoft's review of Enrolled Affiliate's financial condition and overall creditworthiness, all amounts will be due and owing within 30 calendar days of the date of Microsoft's invoice. This payment due date is specified on the invoice. The terms of any extension of credit under this Enrollment may be revised or withdrawn at any time upon Microsoft's written notice and non-payment within payment terms may result in the Enrolled Affiliate's Enrollment being placed on hold or terminated. Microsoft may, at its option, assess a finance charge of the lesser of 1% per month, or part thereof, or the highest amount allowed by law on all past due amounts from the first day the amount is past due until the amount is paid in full, and will be payable on demand. Enrolled Affiliate must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions Microsoft provides on its invoice to Enrolled Affiliate.

PLEASE NOTE: At the start of each term of an Enrollment, price levels are established for that term based upon terms in the applicable Agreement and Enrollment. For Direct Enrollments, final pricing is established by the licensing Microsoft affiliate based on the applicable price levels and other factors. For Indirect Enrollments, final pricing is established by the Customer's reseller based on the applicable price levels and other factors. Therefore, Customers should not expect to receive the same pricing across different Enrollments, particularly when the Enrollments are under different channel models (Direct and Indirect). If an Affiliate is not included under this Enrollment, but signs a separate Enrollment, that Affiliate may be subject to pricing other than what has been established in this Enrollment. While the payment on an initial order and any order for Online Services may be spread annually across the term of the Enrollment, any subsequent additional product and true-up orders for License & Software Assurance are invoiced in total unless otherwise specified.

Method for determining Enrolled Affiliate's price levels is described in the Agreement and Enrollment.

The Customer Price Sheet is **confidential** between the licensing Microsoft Affiliate and Enrolled Affiliate. However, Enrolled Affiliate must provide the signed final Customer Price Sheet to Enrolled Affiliate's Software Advisor. The Software Advisor will in turn submit the Customer Price Sheet along with the complete and signed Enrollment to the Microsoft Affiliate to process for billing.

City of Cape Town by signing the signature form/cover page, acknowledges that it has read the enrollment referred to in the Customer Price Sheet (including any amendments to that enrollment). Refer to the enrollment for a description of payment terms. All pricing and other terms are subject to change by Microsoft at any time until execution and delivery by all parties of the final enrollment and all other necessary legal documentation. Please do not sign the signature form/cover page or process this price sheet unless Final Price Sheet is indicated on top of the first page.