

Microsoft Enterprise Services Work Order (Premier Support)

1. Products

Any Products and related solutions provided under this Proposal will be licensed by Microsoft according to the terms of the license agreement packaged with or otherwise applicable to such a Product.

2. Fixes

Any Fixes will be licensed by Microsoft according to the licence terms applicable to the Product to which those Fixes relate. If the Fixes are not provided for a specific Product, any other use terms Microsoft provides with the Fixes will apply.

3. Services Deliverables

- (a) The Customer may reproduce, use or modify a Services Deliverable:
 - (i) during the Services Term only; and
 - (ii) solely for the Customer's internal business purposes, subject to this Appendix B.
- (b) The Customer must not (and must not attempt to):
 - (iii) sublicense any of the rights described in this Appendix B to any other person;
 - (iv) reverse engineer, decompile or disassemble any Product, Fix or Services Deliverable;
 - (v) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those set out in this Appendix B;
 - (vi) work around any technical limitations in the Products or Services Deliverables or restrictions in the Product documentation;
 - (vii) separate and run parts of a Product on more than one device, upgrade or downgrade parts of a Product at different times, or transfer parts of a Product separately; or
 - (viii) distribute, sublicense, rent, lease, lend or use any Product, Fix or Services Deliverable to offer hosting services to a third party.

4. Definitions

For the purposes of the terms and conditions in this Appendix B:

- (a) **"Fixes"** means any Product fixes, modifications, enhancements or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to the Customer when performing Professional Services (all support, planning,

consulting and other professional services or advice), including any resulting deliverables provided to the Customer under this Proposal;

- (b) **“Microsoft”** means Microsoft Pty Ltd (ABN 29 002 589 460);
- (c) **“Product”** means any products identified in the Product Terms, such as all software, online services and other web-based services, including pre-release or beta versions;
- (d) **“Product Terms”** means the document that provides information about Microsoft Products available through volume licensing, as published on the Volume Licensing Site (<http://www.microsoft.com/licensing/contracts> or successor site) as updated from time to time.
- (e) **“Professional Services”** means any of the Product support services and Microsoft consulting services provided to the Customer under this Proposal, and does not include Microsoft online services (unless specifically noted in this Proposal); and
- (f) **“Services Deliverables”** means any computer code or materials, other than Products or Fixes that Microsoft leaves with the Customer at the conclusion of Microsoft’s performance of Professional Services.