

ATTACHMENT A

PARTICIPATION AGREEMENT

Participating University Name and Information:	
Street Address	
City, State, Zip	
Contact Name	
Telephone	
Fax	
Master Campus Agreement Number (to be completed by Microsoft)	
Campus Agreement Customer Name	State University of New York

Faculty and Staff:

The total number of faculty and staff in the participating university indicated above is: (staff members categorized as maintenance, groundskeepers, cafeteria, and mailroom may be excluded)

a) Full Time Faculty	
b) Full Time Staff	
c) Part Time Faculty Full Time Equivalent ("FTE")	
d) Part Time Staff FTE	
e) Total Full Time and Part Time Faculty and Staff FTE's (this is the number of Faculty/Staff FTE's used to determine your price level) NOTE: FTE's must be rounded to nearest whole number.	

Students:

The total number of matriculated/degree-seeking students in the participating university indicated above, based on Fall enrollment, is:

a) Full Time Students	
b) Part Time Students (expressed as FTEs)	
c) Total Full Time and Part Time matriculated student FTE's (this is the number of Student FTE's used to determine your price level) NOTE: FTE's must be rounded to nearest whole number.	

The undersigned participating university acknowledges that MSLI, GP ("we" or "us", as the case may be) and State University of New York have entered into a Campus Agreement dated as of October 1, 2002 (as amended, modified and supplemented to the date hereof, the "Campus Agreement") under which the participating university desires to sublicense software. All terms used but not defined herein will have the meanings assigned in the Campus Agreement.

Acknowledgment and Agreement. The participating university hereby acknowledges that it has received and reviewed a copy of the Campus Agreement, which incorporates the license rights and product use rights applicable to the software acquired under the Campus Agreement, which are located at <http://www.microsoft.com/education/license/terms.asp>, it has read and understood the terms and conditions of the foregoing documents as they relate to its obligations; and it agrees to be bound by such terms and conditions, as well as to the provisions set forth below:

- 1. License.** Participating university may run the software on PCs used exclusively by its faculty and staff and on PCs that remain in its open access lab(s). If participating university chose the student option above, then those students in the participating university have the right to run the software on the PCs that they own or lease. The rights granted hereunder are temporary and expire upon the expiration or termination of the Campus Agreement.
- 2. Limited Warranty and Disclaimers.** Participating university is provided with a software 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 AFFILIATES AND SUPPLIERS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND RELATED MATERIALS OR DELIVERABLES (IF ANY). THERE MAY BE SITUATIONS IN WHICH PARTICIPATING UNIVERSITY HAS A RIGHT TO CLAIM DAMAGES FROM US. WHATEVER THE BASIS FOR PARTICIPATING UNIVERSITY'S CLAIM (SUCH AS BREACH OF CONTRACT OR TORT), OUR LIABILITY WILL BE LIMITED TO DIRECT DAMAGES UP TO THE AMOUNT PARTICIPATING UNIVERSITY HAS PAID HEREUNDER WITH RESPECT TO THE SOFTWARE GIVING RISE TO ITS CLAIM. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE OR ANY OF OUR AFFILIATES OR 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 PARTICIPATION AGREEMENT, THE CAMPUS AGREEMENT OR SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 3. 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 once this participation agreement has expired or is terminated. As a result, please be advised that participating university and its faculty, staff or students would likely suffer data loss or other system errors or malfunctions if they continue to run of the software after the termination or expiration of this participation agreement. Additionally, neither participating university nor its faculty, staff or students shall be entitled to free telephone support with respect to the software.

4. Facilitating Compliance. Participating university must keep all usual and proper records relating to the running of the software by its faculty, staff and students. We reserve the right to audit participating university during the term of the Campus Agreement and for a period of one (1) year thereafter, provided that such audit(s) will be conducted during normal business hours and in such a manner as not to interfere unreasonably with participating university's operations. Additionally, participating university must use reasonable efforts to make its faculty, staff and students aware of the terms and conditions upon which they are allowed to run the software. Accordingly, participating university must: (a) notify all faculty, staff and students in advance of running that software that: (i) their use of the software is subject to the terms of the Campus Agreement, including but not limited to limitations of liability, disclaimer of warranties and exclusion of remedies; (ii) they are allowed to run the software only during the term of the Campus Agreement; and (iii) if State University of New York doesn't renew the Campus Agreement or purchase perpetual licenses for the software, or the participation agreement is otherwise terminated, then the software licensed hereunder must be deleted and removed from all PCs at the time that this participation agreement expires or is terminated, whichever is first; and (b) periodically publish in an institution-wide publication and applicable web sites either the then current license rights or a reference to the location (either physical or on a computer network) where they can be reviewed; and (c) notify us immediately if participating university is aware of any actual or potential violation of the participation agreement; and (d) provide all reasonable assistance and cooperation as requested by us to investigate and remedy any unauthorized use of the software by your faculty, staff or students.

5. Survival. Sections 2 ("Limited Warranty and Disclaimers"), 3 ("Disabling Mechanisms and No Support Services") and 4 ("Facilitating Compliance") shall survive termination or expiration of this participation agreement.

The undersigned'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.

Participating University Name:
By _____
Name, Title
Date