



Microsoft Enterprise Services Work Order

(For Microsoft Internal Purposes Only)

MSL Number

TFL- 39363

UK15054235

This Work Order consists of the terms and conditions below, and the provisions of the Microsoft Services Agreement (SA) reference 71V00326 effective as of 23/10/2006 (the "Agreement"), the provisions of the Description of Services applicable to the professional services identified in this Work Order, and any attachments or exhibits referenced in this Work Order, all of which are incorporated herein by this reference.

By signing below the parties acknowledge and agree to be bound to the terms of this Work Order, the Agreement and all other provisions incorporated in them. This Work Order is effective as of the date that Microsoft signs this order. Regardless of any terms and conditions contained in any purchase order, the terms of this Work Order apply.

Customer	Microsoft Affiliate
Name of Customer (please print) Transport for London	Name Microsoft Limited
Signature 	Signature
Name of person signing (please print) ANDY GRAY	Name of person signing (please print)
Title of person signing (please print) LEAD COMMERCIAL MANAGER	Title of person signing (please print)
Signature date 26/05/15	Signature date (effective date)

Customer invoice information		
Name of Customer Transport for London		Contact name (Receives invoices under this Work Order) Accounts Payable
Name of Customer or Affiliate that executed the Agreement Transport for London		
Street address TFL Corporate, 1st Floor, PO Box 45276, 14 Pier Walk		Contact e-mail address accountspayable@tfl.gov.uk
City London	State/Province	Phone 08453035100
Country United Kingdom	Postal code SE10 1AJ	Fax 02030545331

2. Migration Readiness Services.

2.1. Term.

The services will commence on 1st May 2015 or the date we begin providing the services, whichever is earlier (the "Commencement Date"), and will expire on 12th July 2016 or the date we conclude the services, whichever is later (the "Expiration Date").

2.2. Description of the Services.

Microsoft will provide Migration Readiness Services consisting of:

2.2.1. We will maintain an online knowledge base accessible by You and Your Affiliate to assist in transition planning. This knowledge base will contain a selection of Microsoft's key know how and methodologies for You and Your Affiliate to use while conducting their migrations. The knowledge base includes sample plans and related project resources, sample RAID logs, flow-diagrams, project guidance notes. The portal will be available within ninety days of contract signature date.

2.2.2. The price applicable to this service assumes that the Microsoft resources allocated to this service will be made on a constant basis for the term of the agreement. Any service not used will be deemed expired.

3. Support Services

3.1. Term.

The Premier support services will commence on 15th April 2015 (the "Support Commencement Date") and will expire on 12th July 2016 (the "Support Expiration Date").

3.2. Description of the Services.

Please refer to the Enterprise Services Description of Services ("Description of Services") published by Microsoft from time to time at www.microsoft.com/en-us/microsoftservices/services_description.aspx. The Description of Services in effect on the effective date of this Work Order will apply to the services specified in this section.

Premier Support for Enterprise
Country: United Kingdom
Service Delivery Management (SDM):
Designated Standard SDM Included
Description of Services
Microsoft Premier Support Standard Program (MSP) (15 April 2015 to 12 April 2016)
Critical and Important Security Updates included
Eligible Languages: English
Description of Services
Microsoft Premier Support Standard Program (MSP) (15 April 2015 to 12 April 2016)
Eligible Languages English

Description of Services
[REDACTED] (15 April 2015 to 12 April 2016)
Eligible Languages: English
Description of Services
[REDACTED] (15 July 2015 – 12 July 2016)
Critical and Important Security Updates included
Eligible Languages: English
Description of Services
Migration Readiness Services as described in section 2.2 above
Invoicing scheduled for the 15th April 2015 to cover up to 12th July 2016

3.3. Customer Named Contacts.

Any changes to the named contacts should be submitted to your Microsoft Contact.

Name of your Customer Support Manager (CSM)		
Liz Stovell		
Street Address		Contact e-mail address
3rd Floor, Petty France, Room 391/392, 55 Broadway		[REDACTED]
City	State/Province	Phone
London	London	[REDACTED]
Country	Postal code	Fax
United Kingdom	SW1H 0DB	

4. Use, ownership, rights, and restrictions.

4.1. Products.

"Product" means all products identified on the Product List (published by Microsoft from time to time on the World Wide Web at <http://www.microsoft.com/licensing/contracts> or at a successor site that Microsoft identifies), such as all software, Online Services or other web-based services, including pre-release or beta versions.

All products and related solutions provided under this Work Order will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Customer is responsible for paying any licensing fees associated with products.

4.2. Fixes

"Fixes" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to Customer when performing Services (all support, planning, consulting and other professional services or advice, including any

resulting deliverables provided to Customer under this agreement. "Services" does not include Online Services) to address a specific issue.

Fixes are licensed according to the license 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, and if no use terms are provided, Customer shall have a non-exclusive, perpetual, fully paid-up license to use and reproduce the Fixes solely for its internal use. Customer may not modify, change the file name of, or combine any Fixes with any non-Microsoft computer code.

4.3. Pre-existing Work.

"Pre-existing Work" means any computer code or non-code-based written materials developed or otherwise obtained by or for the parties or their Affiliates independent of this agreement.

All rights in Pre-existing Work shall remain the sole property of the party providing the Pre-existing Work. During the performance of Services, each party grants to the other party (and Microsoft's Contractors as necessary) a temporary, non-exclusive license to use, reproduce and modify any of its Pre-existing Work provided to the other party, solely as needed to perform its obligations in connection with the Services.

Upon payment in full Microsoft grants Customer a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) any Microsoft Pre-existing Work provided as part of a Services Deliverable, solely in the form delivered to Customer, and solely for Customer's internal business purposes. "Services Deliverables" means any computer code or materials, other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Services.

The license to Microsoft's Pre-existing Work is conditioned upon Customer's compliance with the terms of this agreement.

4.4. Developments.

"Developments" means any computer code or non-code written materials (other than Products, Fixes, Sample Code, or Pre-existing Work) developed by Microsoft or in collaboration with Customer which is provided to Customer in the course of performance of this agreement.

4.4.1. Upon payment in full, Microsoft grants Customer Joint Ownership of Developments.

"Joint Ownership" means that each party has the right to independently exercise any and all rights of ownership now known or hereinafter created or recognized, including without limitation the rights to use, reproduce, modify and distribute the Developments for any purpose, without the need for further authorization to exercise any such rights or any obligation of accounting or payment of royalties.

4.4.2. Notwithstanding the prior paragraph, if the laws of Austria, Czech Republic, France, Germany, Hungary, India, Poland, Switzerland, or Ukraine apply to Services per the terms of this agreement or the determination of a court then:

a. All rights in Developments are owned by Microsoft, subject to the terms of this paragraph.

b. Upon payment in full Microsoft grants to Customer a non-exclusive license to Developments.

c. Customer and Microsoft may use, reproduce, and modify the Developments in all ways of use (and all future ways of use) without any accounting or payment of royalties.

4.4.3. Each party shall be the sole owner of any modifications that it makes based upon Developments. Customer may exercise its rights in Developments solely for its internal business operations and may not otherwise distribute them.

4.5. Affiliates' rights.

"Affiliate" means any legal entity that a party owns, that owns a party, or that is under common ownership with a party. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

Customer may sublicense the rights contained in this subsection relating to Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights and Customer's Affiliates' use must be consistent with the license terms contained in this agreement.

4.6. Non-Microsoft software and technology.

- 4.6.1. Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products, Fixes, or Services Deliverables. Microsoft is not a party to and is not bound by any terms governing Customer's use of non-Microsoft software or technology.
- 4.6.2. If Customer installs or uses any non-Microsoft software or technology with the Products, Fixes, or Services Deliverables, it directs and controls the installation in and use of such software or technology in the Products, Fixes, and Services Deliverables through its actions. Microsoft will not run or make any copies of such non-Microsoft software or technology outside of its relationship with Customer.
- 4.6.3. If Customer installs or uses any non-Microsoft software or technology with the Products, Fixes, or Services Deliverables, it may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this agreement.

4.7. Sample Code.

"Sample Code" means any software code provided by us for the purposes of illustration.

We grant you a nonexclusive, perpetual, royalty-free right to use, modify and to reproduce and distribute the Sample Code internally, only for your internal business purposes and not to any unaffiliated third party.

4.8. Restrictions on use.

Customer must not:

- Reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable, except to the extent applicable law permits it despite this limitation; or
- Distribute, sublicense, rent, lease, lend, or host any Product, Fix, or Services Deliverable except as permitted in a written agreement.

4.9. Reservation of rights.

All rights not expressly granted are reserved to Microsoft.

5. Attachments

The following documents are attached at the execution of this Work Order: None

6. Microsoft Contact

Your contact for questions and notices about this Work Order.

Microsoft contact name: Darren Light	
Phone [REDACTED]	Contact e-mail address [REDACTED]