

Get Genuine Windows Supplemental Agreement

Any purchases of licenses to the full version of the Windows Desktop operating system under the Open License Agreement (“Agreement”) between Customer and Microsoft are also subject to this Get Genuine Windows Supplemental Agreement (“Supplemental Agreement”). By making a purchase under the Supplemental Agreement, Customer accepts the terms and conditions of the Supplemental Agreement.

Entities subject to investigation or legal action authorized by Microsoft for suspected use of unlicensed Microsoft software are prohibited from entering into a Get Genuine Windows Agreement.

All terms used but not defined in this document will have the same meaning as provided in the Microsoft Open License Agreement.

This Supplemental Agreement is entered into between Microsoft and the Customer.

A printed copy of all documents contained in the web links provided in this Supplemental Agreement may be obtained by Customer from its reseller upon request.

Effective date. The effective date of this Supplemental Agreement is the date Microsoft accepts this Supplemental Agreement.

Terms and Conditions

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A Note on Section Summaries: Some sections of this Supplemental Agreement have a summary at the beginning. These summaries are intended for ease of reference, and are not part of the Supplemental Agreement. If any summary conflicts with the section it is summarizing, the section of the Supplemental Agreement, and not the summary, controls.

1. **Definitions.**

In this Supplemental Agreement Addendum, the following additional definition applies:

“Desktop” means a personal computer that meets the minimum technical specifications to run any Product available under the Supplemental Agreement. Desktops are not (1) servers, (2) computers running only specialized line-of-business software or (3) systems running embedded operating systems;

2. **How the Microsoft Get Genuine Windows program works.**

Under the Microsoft Get Genuine Windows program, Customer can acquire licenses for the full version of the Microsoft Desktop operating system for Customer’s existing Desktops that require proper licenses. Upon execution of this Supplemental Agreement and payment, Customer will receive confirmation of the licenses Customer acquires under this Supplemental Agreement.

The Microsoft Get Genuine Windows program allows Customer to acquire from a reseller licenses for the full version of the Microsoft Desktop operating system for Customer’s existing Desktops that require proper licenses. Customer may also order licenses for its Affiliates’ existing Desktops that

require licenses, provided such Affiliates are organized and operated under the laws of a country within the Customer's Defined Region. Microsoft will invoice the reseller, if applicable, through a distributor. Reseller and Customer will determine Customer's actual price and payment terms. Once this Supplemental Agreement is processed, Customer will receive confirmation of the licenses Customer acquired under this Supplemental Agreement. Microsoft reserves the right to audit Customer's and its Affiliates' compliance with the terms of this Supplemental Agreement. Product support is not included with the licenses under this Supplemental Agreement. No refunds or returns are allowed.

3. *Acquiring new additional Desktops.*

For each replacement and/or additional Desktop Customer acquires after the effective date of this Supplemental Agreement, Customer agrees to ensure that each such Desktop comes with a full and genuine version of a desktop operating system.

Customer agrees that all Desktops it acquires after the effective date of this Supplemental Agreement will be acquired with a full and genuine version of a desktop operating system.

Customer may acquire Software Assurance for Windows Desktop operating systems in the Select, Open and Open Value (non Company-wide) license programs within 90 days from the date the licenses are acquired under this Supplemental Agreement.

4. *How to confirm orders.*

Microsoft will provide Customer with a notification confirming its order.

Microsoft will provide Customer with an electronic or paper notification, as applicable, confirming its order. Upon Microsoft's acceptance of this Supplemental Agreement, the contact identified for this purpose will receive the notification.

5. *License grant.*

Customer is granted licenses for the full version of the Desktop operating system for Customer's existing Desktops that require proper licenses.

License grant. Provided Customer has fully paid for all required licenses, it and its Affiliates may use the Product acquired under this Supplemental Agreement as permitted in the Agreement. Notwithstanding anything to the contrary in the Agreement, Customer may run any prior version or a different language version of the Product, so long as, in the case of a different language version, the license for that different language version is available at the same price as, or a lower price than, the language version of the Product acquired under this Supplemental Agreement.