GOBIERNO DE PUERTO RICO
DEPARTAMENTO DEL TRABAJO Y RECURSOS HUMANOS
AVENIDA MUÑOZ RIVERA #505
HATO REY, PR 00918

SEGUNDA ENMIENDA AL CONTRATO DE SERVICIOS PROFESIONALES
EVERTEC Group, LLC.
(Tecnología y Otros Servicios)

COMPARECEN

CONTRATO NÚMERO: 2020-000023B

De la Primera parte: El Departamento del Trabajo y Recursos Humanos, una entidad gubernamental creada en virtud de la Ley Número 15 del 14 de abril de 1931, representada en este acto por la **Secretaria del Trabajo**, **Briseida Torres Reyes**, quien es mayor de edad, soltera y vecina de San Juan, Puerto Rico, denominado de aquí en adelante como el "**Departamento**".

De la Segunda Parte: Evertec Group, LLC, una compañía de responsabilidad limitada con fines de lucro creada al amparo de las leyes del Gobierno de Puerto Rico, representada en ese acto por su **Vicepresidente Ejecutivo**, **Carlos J. Ramírez Padilla**, mayor de edad, casado y vecino de San Juan, según consta en la Resolución Corporativa emitida el 18 de enero de 2018, Puerto Rico, denominado el "**Contratista**".

EXPONEN

PRIMERO: Que de conformidad con la Ley Núm. 15 de 14 de abril de 1931, según enmendada, el **Departamento** está autorizado a contratar aquellos servicios que sean requeridos para desempeñar las obligaciones para las que fue creado.

SEGUNDO: Las partes suscribieron el 16 de julio de 2019 (con vigencia desde el 16 de julio de 2019 hasta el 30 de junio de 2020) el **Contrato 2020-000023** (en adelante **Contrato**) para ofrecer servicios relacionados a la mecanización de sistemas, mantenimiento de aplicaciones, corridas diarias de servicios, apoyo técnico que aseguren los servicios sin interrupciones de varias aplicaciones en el "mainframe" del Contratista y el apoyo en sistemas de operativos y procesamiento de datos y otros servicios relacionados, los cuales serán distribuidos en diferentes oficinas del **Departamento,** seguido de su **Primera Enmienda/Contrato 2020-000023-A** para incluir los servicios esenciales de sorteo, ensobrado, franqueo y envío al correo postal las notificaciones de desempleo como lo son la forma 305 (determinación monetaria de elegibilidad); forma 501 (folletos informativos de desempleo); forma 566 (órdenes de pago), con vigencia hasta el 30 de junio de 2020 (en adelante **Primera Enmienda**), sin que dichos servicios constituyan un empleo regular.

TERCERO: En la actualidad se ha declarado una "pandemia" por la Organización Mundial de la Salud debido a la propagación del virus **"COVID-19",** conocido como el Coronavirus.

La crisis mundial se ha extendido al territorio de Puerto Rico, por lo que, la Gobernadora de Puerto Rico, la Honorable Wanda Vázquez Garced, decretó la **OE-2020-020** **"PARA DECLARAR UN ESTADO DE EMERGENCIA ANTE EL INMINENTE IMPACTO DEL CORONAVIRUS (COVID-19) EN NUESTRA ISLA"**. La orden establece la imposición de medidas necesarias para salvaguardar la salud, bienestar y seguridad pública de los ciudadanos de Puerto Rico y para la creación de un plan de acción coordinado entre todas las agencias para atender la emergencia con prontitud y eficiencia.

CUARTO: La implementación de medidas ejecutivas y administrativas dirigidas a salvaguardar la seguridad y salud de los ciudadanos de Puerto Rico por medio de la **OE-2020-041** **"A LOS FINES DE EXTENDER EL TOQUE DE QUEDA, CONTINUAR LA REAPERTURA GRADUAL DE VARIOS SECTORES ECONÓMICOS Y OTROS FINES RELACIONADOS CON RESPECTO A LAS MEDIDAS TOMADAS PARA CONTROLAR EL RIESGO DE CONTAGIO DEL CORONAVIRUS (COVID-19) EN PUERTO RICO"**, y las anteriores Órdenes Ejecutivas **OE-2020-023** (se establecieron medidas adicionales para desacelerar y contener la propagación del COVID-19 en Puerto Rico), **OE-2020-029** (extender el toque de queda, implementar las medidas de distanciamiento social y el cierre de operaciones del gobierno y de ciertos comercios), **OE-2020-032** (para establecer medidas más agresivas a los fines de desacelerar la curva de contagio de COVID-19 en la Isla), **OE-2020-033** (a los fines de continuar las medidas tomadas para controlar el riesgo de contagio de COVID-19 en Puerto Rico/extender el toque de queda y los cierres necesarios temporeramente), **OE-2020-038** "A los fines de extender el toque de queda y establecer otras medidas necesarias para controlar y prevenir el riesgo de contagio con covid-19 en Puerto Rico"; han ocasionado una merma en la empleomanía del sector privado en todas sus facetas. Las empresas privadas han tomado medidas drásticas que han causado la suspensión y/o despidos de muchos empleados que laboran en el sector privado. Las solicitudes de reclamaciones por desempleo han aumentado significativamente y como resultado se han abacorado los servicios que ofrece el **Departamento** a través de su Secretaría Auxiliar de Beneficios al Trabajador.

QUINTO: El Gobierno Federal, con el objetivo de estimular y progresar la economía de la nación americana, adelantó una serie de paquetes de ayudas económicas "stimulus package" bajo la cobertura del "**Coronavirus Aid, Relief and Economic Security (CARES) Act**", a los fines de proveer alivio económico a la clase trabajadora del país. Entre las ayudas económicas disponibles en la referida legislación federal, se incluye el "**Pandemic Unemployment Assistance**" **(PUA)** y el "**Federal Pandemic Unemployment Compensation**" **(FPUC)**, programas federales, para la asistencia económica de aquellos ciudadanos que no pueden generar los ingresos suficientes para su sustento por razones de cesantías o despidos, debido al COVID-19.

El **PUA** suplementa el programa federal "**Unemployment Insurance Program" (UI)**, al extender la compensación por desempleo para aquellos individuos que trabajan por cuenta propia y proveen servicios profesionales como contratistas independientes, que ordinariamente no son elegibles bajo el programa federal de **UI**.

Los beneficios son calculados mediante la fórmula establecida en el **"Disaster Unemployment Assistance Program" (DUA)** y en acorde con los **"Unemployment Insurance Program Letters" (UIPL's)** emitidos por **U.S. Department of Labor** (**USDOL**).

El **USDOL** requiere que los estados provean un proceso de aplicación para el recibo de las reclamaciones de compensación bajo el **PUA**.

SEXTO: El **Departamento**, a través de la plataforma de SABEN, provee acceso para la radicación de reclamaciones del beneficio por desempleo y, a su vez, enlaza reclamaciones originadas de beneficios bajo el **DUA y PUA**.

SÉPTIMO: El **Departamento** en sus procesos continuos de mantenimiento de aplicaciones, tiene la necesidad de enmendar el **Contrato** para facilitar y modificar la programación requerida por el seguro por desempleo para las entrevistas del "Call Center" y la programación de reclamaciones parciales, entre otros, así como las solicitudes de otros programas del Departamento, para la emisión de los pagos de beneficios de manera eficiente y rápida mediante la automatización de los procesos; y añadir cuantía para la continuidad los servicios establecidos de la **Primera Enmienda**, sin que dichos servicios constituyan un empleo regular.

OCTAVO: El **Contratista** tiene la capacidad y las facultades necesarias para prestar los Servicios que aquí se contratan.

NOVENO: Que habiendo las partes convenido en otorgar la presente **Segunda Enmienda** al **Contrato** de Servicios (en adelante "**Segunda Enmienda**") lo hacen sujeto a las siguientes:

CLÁUSULAS Y CONDICIONES

UNO: Enmiendas al Contrato.

1. Se enmienda la **Cláusula 1 inciso iii – Mantenimiento de aplicaciones** (Applications Maintenace and Support) para incluir:
   - Modificación de la Programación requerida por el Seguro por Desempleo para las entrevistas del Call Center y la programación de reclamaciones parciales, entre otros, así como las solicitudes de otros programas del **Departamento**.
   - Adición de Capacidad (3 Nodos) a la Plataforma de Virtualización del Sistema Nutanix (Nódulo, plataforma, procesador y soporte)
     - Con la firma de esta Enmienda, el Contratista pondrá una orden por los equipos Nutanix y el soporte ("Orden Nutanix") según especificado en la sección 2, item 1 de esta Enmienda.
     - El Contratista instalará y configurará los equipos en la Orden Nutanix según especificado en la sección 2 Item 10 de esta enmienda.

- Adición de licenciamiento para 6 procesadores de VMware vSpere 6 Standard:
    - Con la firma de esta Enmienda, el Contratista pondrá una orden por los licenciamientos y el soporte ("Orden VMware") según especificado en la sección 2, item 2 y 3 de esta Enmienda.
    - El Contratista instalará y configurará los licenciamientos en la Orden VMware según especificado en la sección 2 Item 10 de esta enmienda.
- Adición de Server Backups Solution.
    - Con la firma de esta Enmienda, el Contratista pondrá una orden por los equipos y el soporte ("Orden Servers Backups) según especificado en la sección 2, item 4 de esta Enmienda.
    - El Contratista instalará y configurará los equipos en la Orden Servers Backup según especificado en la sección 2 Item 10 de esta enmienda
- Adición de Routers que apuntan hacia la Internet y a Evertec.
    - Con la firma de esta Enmienda, el Contratista pondrá una orden por los equipos y licencias ("Orden Cisco Routers") y el soporte especificado en la sección 2, item 5 a 8 de esta Enmienda.
    - El Contratista instalará y configurará los equipos y licencias en la Orden Cisco Routers según especificado en la sección 2 Item 10 de esta enmienda
- Actualización de los "Firewalls" para protección de la red interna del Departamento.
    - Con la firma de esta Enmienda, el Contratista pondrá una orden por los equipos ("Equipos") y el soporte especificado en la sección 2, item 9 de esta Enmienda.
    - El Contratista instalará y configurará los Equipos Cisco según especificado en la sección 2 Item 10 de esta enmienda
- Desarrollo e Implementación del PR Pandemic Emergency Unemployment Compensation "PR PEUC".
    - El Contratista desarrollará, programará, probará, documentará e implementar el PEUC en dos fases según se describe *Business Requirement Document* ("BRD") que acuerden las partes por escrito.
- Implementación del Pandemic Unemployment Assistance (PUA) Portal.
    - El Contratista desarrollará, programará, probará, documentará e implementar el PUA Portal de conformidad con la propuesta aquí incluida como Anejo 1 Las partes podrán modificar las especificaciones sin la necesidad de una

enmienda a esta Enmienda siempre y cuando las partes lo acuerden por escrito.

- Como la implementación del Portal PUA opera en la nube de Microsoft Azure, el Departamento reconoce y acepta el Microsoft Customer Agreement incluido como Anejo 2.

- Modificaciones al sistema SABEN para modificar el requerimiento estatal de espera semanal ("Modificaciones") de conformidad con el BRD que acuerden las partes por escrito.

2. Se enmienda la **Cláusula 5 – Costo Total y Facturación de Servicios,** para añadir:

Item	Quantity	Description	Unit Price	Total Price
		Network Equipment Upgrade **Nutanix Virtualization Platform**		
1	1	NX-3360-G7 - 3 Node Nutanix Hardware Platform (6) Intel Xeon Processor 4214 2.2GHz, 12 Cores (36) 64GB 2933MHz DDR4 Memory Module (6) 1.92TB SSD (12) 2TB HDD (3) 10GbE Dual SFP+ Network Adapter (6) Cable 3m SFP+ to SFP+ 3Yr 24/7 System Support	$97,060.00	$97,060.00
		VMware vSphere		
2	6	VMware vSphere 6 Standard for 1 Processor Production Support/Subscription	$995.00	$5,970.00
3	6	VMware vSphere 6 Standard for 1 Processor for 3Yrs	$953.00	$5,718.00
		Server Backups Solution		
4	1	Data Protection Integrated Solution 2RU for 110 Instances 120TB Total System Capacity 640GB SSD Cache 3Yr subscription 24/7 support	$55,357.00	$55,357.00
		Internet Routers		
5	2	Cisco ISR 4431 Router w/Performance License	$6,531.00	$13,062.00
6	2	Cisco ISR 4431 3Yr Maintenance	$5,009.00	$10,018.00
		Evertec Cupey Circuit Router		

7	1	Cisco ISR 4431 Router	$5,048.00	$5,048.00
8	1	Cisco ISR 4431 3Yr Maintenance	$5,009.00	$5,009.00
		Fortinet Firewalls in High Availability		
9	2	FG-400E-BDL-950-36 - Hardware plus 3Yr 24/7 FortiCare and FortiGuard UTM Protection.	$12,244.00	$24,488.00
		Hardware and Software Installation and Configuration		
10	200	Total Hours estimate for installation and configuration of the following equipment included in this quote: - Nutanix Nodes and VMware vSphere Licensing - Server Backups Solution - Routers and Switches - Fortinet Firewalls	$80.00	$16,000.00
		PR Pandemic Emergency Unemployment Compensation		
11	3122	Total Hours Estimate: Analysis Environment Programming Parallel Run Testing Documentation Testing Coordination Deployment Monitoring	$80.00	$249,760.00
		PR Federal Pandemic Unemployment Compensation Phase 1		
12	975	Total Hours Estimate: Analysis Environment Programming Parallel Run Testing Documentation Testing Coordination Deployment Monitoring	$80.00	$78,000.00
		PR Federal Pandemic Unemployment Compensation Phase 2		

13	1037	Total Hours Estimate: Analysis Environment Programming Parallel Run Testing Documentation Testing Coordination Deployment Monitoring	$80.00	$82,960.00
		Remove State Waiting Week Requirement		
14	528	Total Hours Estimate: Analysis Environment Programming Parallel Run Testing Documentation Testing Coordination Deployment Monitoring	$80.00	$42,240.00
		Pandemic Unemployment Assistance (PUA) Portal		
15	**N/A**	***PUA Web Portal Development and Implementation per hour estimate**	**$0.00**	**$0.00**
	1	Azure Hosting of High Capacity Environment per month	$19,193.00	$19,193.00
	1	Azure Hosting of Normal Capacity Environment per month	$12,073.00	$12,073.00
	2	Azure Hosting of Test Environment per month	$4,596.00	$9,192.00
	2	Power BI Pro License Monthly Fee for 2 Users	$20.00	$40.00
		Printing Services		
16	1	Estimated Printing, Envelope, Postage, and Mailing Fees for the months of May and June, 2020	$750,000.00	$750,000.00
		Notes:		

*** El Contratista no facturará cuantía alguna por este servicio.**

1) Quoted prices include shipping/handling and delivery charges of the merchandise to the facilities of PRDOL.
2) Merchandise will be delivered no later than three to six weeks after the purchase order is received.
3) If the quoted merchandise is available for partial deliveries, we will proceed to deliver it and invoice the delivered merchandise.
4) These values are good faith estimates since the Azure Cloud is a dynamic system, therefore, actual costs are based on actual consumption.
5) Items 1 – 10 above will be invoiced upon delivery of the applicable hardware and/or software.

3. Se enmienda la **Cláusula 5 inciso (a)**, para añadir:
   Se añade la cantidad de **Un Millón Cuatrocientos Ochenta y Un Mil Ciento Ochenta y Ocho Dólares y Cero Centavos (1,481,188.00)** a la cantidad original de **Cuatro Millones Cuarenta y Tres Mil Ciento Setenta y Dos Dólares y Cero Centavos ($4,043,172.00)**, para la suma total de **Cinco Millones Quinientos Veinticuatro Mil Tres Cientos Sesenta Dólares y Cero Centavos ($5,524,360.00).**

   Durante la vigencia de este Contrato la cantidad máxima facturable será de **Cinco Millones Ochocientos Quinientos Veinticuatro Mil Tres Cientos Sesenta Dólares y Cero Centavos ($5,524,360.00).**

4. **Se enmienda la Cláusula 6, Pago de Facturas,** para añadir Cifra de Cuentas de esta **Segunda Enmienda**:
   - **E1260-785-0670000-779-2020**
   - **E1260-752-0670000-779-2020**
   - **E1260-296-0670000-779-2020**
   - **E1260-751-0670000-782-2020-EUISAA2020**

DOS: Término. Esta **Segunda Enmienda** estará vigente desde la fecha de las firmas por ambas partes hasta el 30 de junio de 2020. No se pagarán Servicios prestados en violación a esta cláusula, y cualquier funcionario que solicite y acepte los Servicios del Contratista en violación a esta disposición, lo estará haciendo si autoridad legal alguna, constituyendo su actuación una ultra-vires que no vincula al Departamento.

TRES: Vigencia de disposiciones contractuales no enmendadas. Todas las demás cláusulas y condiciones del **Contrato** que no hayan sido expresamente enmendadas mediante esta **Segunda Enmienda** continúan vigentes e inalteradas y regirán el desempeño de las partes bajo el Contrato y bajo esta **Segunda Enmienda.** Del mismo modo todas las certificaciones sometidas por el **Contratista** están vigentes y formarán parte del mismo expediente del **Contrato**.

CUATRO: Registro del Contralor. El Departamento remitirá copia de esta **Segunda Enmienda** a la Oficina del Contralor de Puerto Rico de conformidad con la Ley Núm. 18 de 30 de octubre de 1975 y al Departamento de Hacienda, de conformidad con la Carta Circular 1300-25-14. Ninguna prestación o contraprestación objeto de este Contrato podrá exigirse hasta tanto el mismo se haya presentado para registro en la Oficina del Contralor.

CINCO: Cancelación. En cualquier momento esta **Segunda Enmienda** podrá ser cancelada por el **Departamento**, a su total discreción y previa notificación escrita con treinta (30) días de antelación a la fecha de cancelación. En caso de incumplimiento del **Contratista** con las obligaciones materiales contraídas bajo esta **Segunda Enmienda**, el **Departamento** podrá cancelar la misma mediante notificación escrita al **Contratista** con 3 días de anticipo a tales efectos. En ambos casos el **Departamento** solo será responsable de pagar al **Contratista** los Servicios y las Ordenes emitidas según la Sección 1 en favor del Departamento hasta la

fecha de cancelación. El **Contratista** será responsable de entregar al **Departamento** todo material, documento o información relacionada con los Servicios prestados hasta la fecha de la terminación de esta **Segunda Enmienda**. En caso de Cancelación o Terminación del **Contrato** o esta **Segunda Enmienda,** la información en la nube será borrada luego de 30 días de la fecha de terminación o cancelación.

SEIS: Secretaría de la Gobernación.

Cláusula de Terminación: Memorando 2017-001 Carta Circular 141-17 Secretaria de la Gobernación y OGP 30 de enero de 2017. La Secretaria de la Gobernación tendrá facultad para dar por terminado el presente contrato en cualquier momento.

Cláusula de Servicios Interagenciales: Ambas partes contratantes reconocen y acceden a que los servicios contratados podrán ser brindados a cualquier entidad de la Rama Ejecutiva con la cual la entidad contratante realice un acuerdo interagencial o por disposición directa de la Secretaría de la Gobernación. Estos servicios se realizarán bajo los mismos términos y condiciones en cuanto a horas de trabajo y compensación consignados en este contrato. Para efectos de esta cláusula, el término "entidad de la Rama Ejecutiva" incluye a todas las agencias del Gobierno de Puerto Rico, así como a las instrumentalidades y corporaciones públicas y a la Oficina del Gobernador.

SIETE: Ley Aplicable. Esta **Segunda Enmienda** se regirá por las Leyes del Gobierno de Puerto Rico. Cualquier controversia que surja bajo esta **Segunda Enmienda** será sometida a la jurisdicción de los tribunales de Puerto Rico en San Juan.

ACEPTACIÓN Y FIRMAS

Tal es la **Segunda Enmienda** que los comparecientes han pactado entre sí y por hallarla conforme a sus deseos, la aceptan en todas sus partes y en virtud proceden a firmarla hoy 1 de junio de 2020 en San Juan, Puerto Rico.

Departamento del Trabajo y Recursos Humanos

Briseida Torres Reyes
Secretaria
SSP:

Evertec Group, LLC.

Carlos J. Ramírez Padilla
Vicepresidente Ejecutivo
SSP:

CERTIFICACIÓN

Yo, Reynaldo Santiago González, Abogado (a) del Departamento del Trabajo y Recursos Humanos, certifico que luego de estudiar y evaluar minuciosamente el presente documento, lo he hallado, en su aspecto legal, correcto en todas sus partes y recomiendo la firma del mismo.

Para que así conste, firmo la presente en San Juan, Puerto Rico, a 8 de Julio de 2020.

Presented to the Puerto Rico Department of Labor

Pandemic Unemployment Assistance Portal

April 22, 2020

Confidential

Anejo 1

April 22, 2020

Mr. Hector Rios
Chief Information Officer
Puerto Rico Department of Labor
San Juan, P.R.

Dear Mr. Rios,

Evertec Group, LLC is grateful for the opportunity that the Puerto Rico Department of Labor (PRDOL) is giving us to present our proposal for the implementation of a Web Portal for the Pandemic Unemployment Assistance Program.

The person with legal authority to enter into contracts on behalf of Evertec Group LLC is Mr. Carlos Ramírez, Executive Vice President for Business Solutions. The person responsible for this solicitation is Carlos Pesquera (carlos.pesquera@evertecinc.com), Sales Account Manager, and he can be located at his mobile phone (787) 232-3348.

After carefully examining the specifications required, Evertec is committed to providing the products and services described in the attached proposal in a highly professional manner while meeting or exceeding all the requirements of the PRDOL.

Thank you once again for the opportunity and the time devoted to the evaluation of our proposal, we look forward to serving PRDOL in this endeavor.

Cordially,

Carlos J. Ramírez
Executive Vice President

(787) 759-9999 ext. 6186 carlos.pesquera@evertecinc.com

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Executive Summary

Puerto Rico is in a historic moment facing the global Covid-19 pandemic. PRDOL has requested that Evertec develop a Web Portal solution that will permit people that have been affected by unemployment due to the Covid-19 emergency to request benefits provided by the Pandemic Unemployment Assistance (PUA) program.

The technical specifications for the PUA Web Portal are as follows:

- Web Forms will be responsive, allowing resizing of browser windows and compatibility for mobile devices, developed on the Angular platform and framework.
- Infrastructure hosted on Microsoft Azure.
- Report creation using Microsoft PowerBI

We feel confident our company can meet your business requirements, as we understand them.

Our proposal follows.

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Approach and Methodology

Evertec will be designing, developing and implementing the PUA Web Portal based on PRDOL's requirements.

The implementation will be carried out in the following phases:

- Development
- Development Unit Testing
- Certification Testing
- Knowledge Transfer
- Solution Documentation
- Configuration and Implementation of Environments for Production
- Application Load Testing
- Creation of PowerBI Report

Evertec will provide design, architecture, and development hours to complete the following tasks:

- Analysis of PUA forms:
  - PR-PUA1 – Pandemic Unemployment Assistance (PUA) COVID-19 Initial Application for the Self-Employed
  - PR-PUA-1A – Supplement to Pandemic Unemployment Assistance (PUA) COVID-19 Initial Application for the Self-Employed
  - PR-PUA-2 – Declaration of Employment and Wages for Pandemic Unemployment Assistance (PUA) COVID-19 for the Self-Employed
- User Interface and User Experience Design for Portal including the following sections:
  - Portal Home (Content provided by PRDOL, English and Spanish)
  - Frequently Asked Questions (Content provided by PRDOL, English and Spanish)
  - PDF Forms Download Page (PDFs provided by PRDOL, English and Spanish)
  - PUA Online Form (Based on content of forms PR-PUA-1, PR-PUA-1A, PR-PUA-2, English and Spanish)
- Development and Unit Testing of PUA Portal
  - Portal Home
  - Frequently Asked Questions
  - PDF Forms Download Page
  - PUA Online Form
  - Includes Link to DOL Document Uploader
  - Portal should be Multi-Language (English and Spanish)
  - Supports Desktop Browsers (Chrome, Safari, Edge)

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- Supports Mobile Browsers for iOS Safari and Android Chrome
- Allocation and configuration of Azure Resources. Does not include security features such as Azure DDoS Protection and Application Gateway.
- Support for bug fixes after Go-Live

In addition, the solution will generate Daily Registered Transaction Reports which will allow PRDOL employees to distribute the workloads between them. Details of how the Report will be distributed to DOL will be determined by Evertec and DOL during the Development phase.

Evertec has established a Change Managements procedure. This procedure establishes controls to track and monitor changes to the project scope, objectives, specifications, and overall definitions. All changes will be coordinated through Evertec's Project Coordinator. The changes will be evaluated in terms of scope and schedule to determine their impact to the project, if any. In addition, any assumptions made during the evaluation will be listed. After the request has been evaluated, Customer's Sponsor or designated person will either approve or reject the Change Request.

If the Change Request is approved, Evertec's Project Coordinator will assign an estimated implementation beginning and ending date according to Customer's priority. Also, if the entire project ending date is impacted with this change, the new project ending date will be specified as well. Evertec's Project Coordinator will notify Customer of the new dates of completion.

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Anejo 2

Microsoft

Microsoft Customer Agreement

This Microsoft Customer Agreement (the "Agreement") is between Customer and Microsoft and consists of these General Terms, the applicable Use Rights and SLAs, and any additional terms Microsoft presents when an order is placed. This Agreement takes effect when the Customer accepts these General Terms. The individual who accepts these General Terms represents that he or she is authorized to enter into this Agreement on behalf of the Customer.

General Terms

These General Terms apply to all of Customer's orders under this Agreement. Capitalized terms have the meanings given under "Definitions."

License to use Microsoft Products

a. **License grant.** Products are licensed and not sold. Upon Microsoft's acceptance of each order and subject to Customer's compliance with this Agreement, Microsoft grants Customer a nonexclusive and limited license to use the Products ordered as provided in the applicable Use Rights and this Agreement. These licenses are solely for Customer's own use and business purposes and are nontransferable except as expressly permitted under this Agreement or applicable law.

b. **Duration of licenses.** Licenses granted on a subscription basis expire at the end of the applicable subscription period unless renewed. Licenses granted for metered Products billed periodically based on usage continue as long as Customer continues to pay for its usage of the Product. All other licenses become perpetual upon payment in full.

c. **Applicable Use Rights.** For perpetual licenses, the Use Rights in effect when Customer orders a Product will apply. For subscriptions, the Use Rights in effect at the start of each subscription period will apply. Customers with subscriptions for Software may use new versions released during the subscription period subject to the Use Rights in effect when those versions are released. For metered Products billed periodically based on usage, the Use Rights in effect at the start of each billing period will apply during that period. Microsoft may update the Use Rights periodically, but material adverse changes for a particular version will not apply during the applicable license, subscription, or billing period.

d. **End Users.** Customer will control access to and use of the Products by End Users and is responsible for any use of the Products that does not comply with this Agreement.

e. **Affiliates.** Customer may order Products for use by its Affiliates. If it does, the licenses granted to Customer under this Agreement will apply to such Affiliates, but Customer will have the sole right to enforce this Agreement against Microsoft. Customer will remain responsible for all obligations under this Agreement and for its Affiliates' compliance with this Agreement.

f. **Reservation of Rights.** Microsoft reserves all rights not expressly granted in this Agreement. Products are protected by copyright and other intellectual property laws and international treaties. No rights will be granted or implied by waiver or estoppel. Rights to access or use a

Product on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

g. **Restrictions.** Except as expressly permitted in this Agreement or Product documentation, Customer must not (and is not licensed to):

(1) reverse engineer, decompile, or disassemble any Product, or attempt to do so;

(2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms;

(3) work around any technical limitations in a Product or restrictions in Product documentation;

(4) separate and run parts of a Product on more than one device;

(5) upgrade or downgrade parts of a Product at different times;

(6) transfer parts of a Product separately; or

(7) distribute, sublicense, rent, lease, or lend any Products, in whole or in part, or use them to offer hosting services to a third party.

h. **License transfers.** Customer may only transfer fully-paid, perpetual licenses to (1) an Affiliate or (2) a third party solely in connection with the transfer of hardware to which, or employees to whom, the licenses have been assigned as part of (a) a divestiture of all or part of an Affiliate or (b) a merger involving Customer or an Affiliate. Upon such transfer, Customer must uninstall and discontinue using the licensed Product and render any copies unusable. Customer must notify Microsoft of a License transfer and provide the transferee a copy of these General Terms, the applicable Use Rights and any other documents necessary to show the scope, purpose and limitations of the licenses transferred. Attempted license transfers that do not comply with this section are void.

i. **Customer Eligibility.** Customer agrees that if it is purchasing academic, government or nonprofit offers, Customer meets the respective eligibility requirements (https://aka.ms/eligiblitydefinition). Microsoft reserves the right to verify eligibility and suspend product use if requirements are not met.

Non-Microsoft Products.

Non-Microsoft Products are provided under separate terms by the Publishers of such products. Customer will have an opportunity to review those terms prior to placing an order for a Non-Microsoft Product through a Microsoft online store or Online Service. Microsoft is not a party to the terms between Customer and the Publisher. Microsoft may provide Customer's contact information and transaction details to the Publisher. Microsoft makes no warranties and assumes no responsibility or liability whatsoever for Non-Microsoft Products. Customer is solely responsible for its use of any Non-Microsoft Product.

Verifying compliance.

Microsoft

Customer must keep records relating to Products it and its Affiliates use or distribute. At Microsoft's expense, Microsoft may verify Customer's and its Affiliates' compliance with this Agreement at any time upon 30 days' notice. To do so, Microsoft may engage an independent auditor (under nondisclosure obligations) or ask Customer to complete a self-audit process. Customer must promptly provide any information and documents that Microsoft or the auditor reasonably requests related to the verification and access to systems running the Products. If verification or self-audit reveals any unlicensed use, Customer must, within 30 days, order sufficient licenses to cover the period of its unlicensed use. Without limiting Microsoft's other remedies, if unlicensed use is 5% or more of Customer's total use of all Products, Customer must reimburse Microsoft for its costs incurred in verification and acquire sufficient licenses to cover its unlicensed use at 125% of the then-current Customer price or the maximum allowed under applicable law, if less. All information and reports related to the verification process will be Confidential Information and used solely to verify compliance.

Privacy.

a. **Personal Data.** Customer consents to the processing of Personal Data by Microsoft and its Affiliates, and their respective agents and subcontractors, as provided in this Agreement. Before providing Personal Data to Microsoft, Customer will obtain all required consents from third parties (including Customer's contacts, Partners, distributors, administrators, and employees) under applicable privacy and data protection laws.

b. **Location of Personal Data.** To the extent permitted by applicable law, Personal Data collected under this Agreement may be transferred, stored and processed in the United States or any other country in which Microsoft or its Affiliates, or their respective agents and subcontractors, maintain facilities. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of Personal Data from the European Economic Area and Switzerland.

Confidentiality.

a. **Confidential Information.** "Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including, but not limited to, Customer Data, the terms of this Agreement, and Customer's account authentication credentials. Confidential Information does not include information that (1) becomes publicly available without a breach of a confidentiality obligation; (2) the receiving party received lawfully from another source without a confidentiality obligation; (3) is independently developed; or (4) is a comment or suggestion volunteered about the other party's business, products or services.

b. **Protection of Confidential Information.** Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose Confidential Information to third parties, except to its Representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement. Each

party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party. The Online Services Terms may provide additional terms regarding the disclosure and use of Customer Data.

c. **Disclosure required by law.** A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

d. **Residual information.** Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

e. **Duration of Confidentiality obligation.** These obligations apply (1) for Customer Data, until it is deleted from the Online Services; and (2) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

Product warranties.

a. **Limited warranties and remedies.**

(1) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer's use. Customer's remedies for breach of this warranty are described in the SLA.

(2) **Software.** Microsoft warrants that the Software version that is current at the time will perform substantially as described in the applicable Product documentation for one year from the date Customer acquires a license for that version. If it does not, and Customer notifies Microsoft within the warranty term, Microsoft will, at its option, (a) return the price Customer paid for the Software license or (b) repair or replace the Software.

The remedies above are Customer's sole remedies for breach of the warranties in this section. Customer waives any warranty claims not made during the warranty period.

b. **Exclusions.** The warranties in this Agreement do not apply to problems caused by accident, abuse, or use inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, preview, or prerelease products, or to components of Products that Customer is permitted to redistribute.

c. **Disclaimer. Except for the limited warranties above and subject to applicable law, Microsoft provides no other warranties or conditions for Products and disclaims any other express, implied or statutory warranties for Products, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.**

Microsoft

Defense of third-party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. **By Microsoft.** Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product made available by Microsoft for a fee and used within the scope of the license granted under this Agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party. If Microsoft is unable to resolve a claim of misappropriation or infringement, it may, at its option, either (1) modify or replace the Product with a functional equivalent or (2) terminate Customer's license and refund any license fees (less depreciation for perpetual licenses), including amounts paid in advance for unused consumption for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product after being notified to stop due to a third-party claim.

b. **By Customer.** To the extent permitted by applicable law, Customer will defend Microsoft and its Affiliates against any third-party claim to the extent it alleges that: (1) any Customer Data or Non-Microsoft Product hosted in an Online Service by Microsoft on Customer's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Customer's use of any Product, alone or in combination with anything else, violates the law or harms a third party.

Limitation of liability.

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the Products during the term of the applicable licenses, subject to the following:

a. **Subscriptions.** For Products ordered on a subscription basis, Microsoft's maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Product during the 12 months before the incident.

b. **Free Products and distributable code.** For Products provided free of charge and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.

d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for liability related to Customer Data, which will remain

subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

Partners.

a. **Selecting a Partner.** Customer may authorize a Partner to place orders on Customer's behalf and manage Customer's purchases by associating the Partner with its account. If the Partner's distribution right is terminated, Customer must select an authorized replacement Partner or purchase directly from Microsoft. Partners and other third parties are not agents of Microsoft and are not authorized to enter into any agreement with Customer on behalf of Microsoft.

b. **Partner Administrator privileges and access to Customer Data.** If Customer purchases Online Services from a Partner or chooses to provide a Partner with administrator privileges, that Partner will be the primary administrator of the Online Services and will have administrative privileges and access to Customer Data and Administrator Data. Customer consents to Microsoft and its Affiliates providing the Partner with Customer Data and Administrator Data for purposes of provisioning, administering and supporting (as applicable) the Online Services. Partner may process such data according to the terms of Partner's agreement with Customer, and its privacy commitments may differ from Microsoft's. Customer appoints Partner as its agent for purposes of providing and receiving notices and other communications to and from Microsoft. Customer may terminate the Partner's administrative privileges at any time.

c. **Support and Professional Services.** Customer's Partner will provide details on support services available for Products purchased under this agreement. Support services may be performed by Partner or its designee, which in some cases may be Microsoft. If Customer purchases Professional Services under this agreement, the performance of those Professional Services will be subject to the terms and conditions in the Use Rights.

Pricing and payment.

If Customer orders from a Partner, the Partner will set Customer's pricing and payment terms for that order, and Customer will pay the amount due to the Partner. Pricing and payment terms related to orders placed by Customer directly with Microsoft are set by Microsoft, and Customer will pay the amount due as described in this section.

a. **Payment method.** Customer must provide a payment method or, if eligible, choose to be invoiced for purchases made on its account. By providing Microsoft with a payment method, Customer (1) consents to Microsoft's use of account information regarding the selected payment method provided by the issuing bank or applicable payment network; (2) represents that it is authorized to use that payment method and that any payment information it provides is true and accurate; (3) represents that the payment method was established and is used primarily for commercial purposes and not for personal, family or household use; and (4) authorizes Microsoft to charge Customer using that payment method for orders under this Agreement.

b. **Invoices.** Microsoft may invoice eligible Customers. Customer's ability to elect payment by invoice is subject to Microsoft's approval of Customer's financial condition. Customer authorizes Microsoft to obtain information about Customer's financial condition, which may include credit reports, to assess Customer's eligibility for invoicing. Unless the Customer's financial statements are publicly available, Customer may be required to provide their balance sheet, profit and loss and cash flow statements to Microsoft. Customer may be required to provide security in a form acceptable to Microsoft to be eligible for invoicing. Microsoft may withdraw Customer's eligibility at any time and for any reason. Customer must promptly notify Microsoft of any changes in its company name or location and of any significant changes in the ownership, structure, or operational activities of the organization.

c. **Invoice Payment terms.** Each invoice will identify the amounts payable by Customer to Microsoft for the period corresponding to the invoice. Customer will pay all amounts due within thirty (30) calendar days following the invoice date.

d. **Late Payment.** Microsoft may, at its option, assess a late fee on any payments to Microsoft that are more than fifteen (15) calendar days past due at a rate of two percent (2%) of the total amount payable, calculated and payable monthly, or the highest amount allowed by law, if less.

e. **Cancellation fee.** If a subscription permits early termination and Customer cancels the subscription before the end of the subscription or billing period, Customer may be charged a cancellation fee.

f. **Recurring Payments.** For subscriptions that renew automatically, Customer authorizes Microsoft to charge Customer's payment method periodically for each subscription or billing period until the subscription is terminated. By authorizing recurring payments, Customer authorizes Microsoft to process such payments as either electronic debits or fund transfers, or as electronic drafts from the designated bank account (in the case of Automated Clearing House or similar debits), as charges to the designated card account (in the case of credit card or similar payments) (collectively, "Electronic Payments"). If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Microsoft or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee to the maximum extent permitted by applicable law and to process any such fees as an Electronic Payment or to invoice Customer for the amount due.

g. **Taxes.** Microsoft prices exclude applicable taxes unless identified as tax inclusive. If any amounts are to be paid to Microsoft, Customer shall also pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges, or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this Agreement and that Microsoft is permitted to collect from Customer. Customer shall be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay including any taxes that arise on the distribution or provision of Products by Customer to its Affiliates. Microsoft shall be responsible for all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, and taxes on its property ownership.

If any taxes are required to be withheld on payments invoiced by Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority, but only if Customer promptly provides Microsoft an official receipt for those withholdings and other documents reasonably requested to allow Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

Term and termination.

a. **Term.** This Agreement is effective until terminated by a party, as described below.

b. **Termination without cause.** Either party may terminate this Agreement without cause on 60 days' notice. Termination without cause will not affect Customer's perpetual licenses, and licenses granted on a subscription basis will continue for the duration of the subscription period(s), subject to the terms of this Agreement.

c. **Termination for cause.** Without limiting other remedies it may have, either party may terminate this Agreement on 30 days' notice for material breach if the other party fails to cure the breach within the 30-day notice period. Upon such termination, the following will apply:

   (1) All licenses granted under this Agreement will terminate immediately except for fully-paid, perpetual licenses.

   (2) All amounts due under any unpaid invoices shall become due and payable immediately. For metered Products billed periodically based on usage, Customer must immediately pay for unpaid usage as of the termination date.

   (3) If Microsoft is in breach, Customer will receive a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

d. **Suspension.** Microsoft may suspend use of an Online Service without terminating this Agreement during any period of material breach. Microsoft will give Customer notice before suspending an Online Service when reasonable.

e. **Termination for regulatory reasons.** Microsoft may modify, discontinue, or terminate a Product in any country or jurisdiction where there is any current or future government regulation, obligation, or other requirement, that (1) is not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue offering the Product without modification; or (3) causes Microsoft to believe these terms or the Product may conflict with any such regulation, obligation, or requirement. If Microsoft terminates a subscription for regulatory reasons, Customer will receive, as its sole remedy, a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

Miscellaneous.

a. **Independent contractors.** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.

b. **Agreement not exclusive.** Customer is free to enter into agreements to license, use, and promote the products and services of others.

c. **Amendments.** Microsoft may modify this Agreement from time to time. Changes to the Use Rights will apply as provided in this Agreement. Changes to other terms will not apply until Customer accepts them. Microsoft may require Customer to accept revised or additional terms before processing a new order. Any additional or conflicting terms and conditions contained in a purchase order or otherwise presented by Customer are expressly rejected and will not apply.

d. **Assignment.** Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Customer consents to the assignment to an Affiliate or third party, without prior notice, of any rights Microsoft may have under this Agreement to receive payment and enforce Customer's payment obligations, and all assignees may further assign such rights without further consent. Any other proposed assignment of this Agreement must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.

e. **U.S. export.** Products are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies.

f. **Severability.** If any part of this Agreement is held to be unenforceable, the rest of the Agreement will remain in full force and effect.

g. **Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

h. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights except as expressly provided by its terms.

i. **Survival.** All provisions survive termination of this Agreement except those requiring performance only during the term of the Agreement.

j. **Notices.** Notices must be in writing and will be treated as delivered on the date received at the address, date shown on the return receipt, email transmission date, or date on the courier or fax confirmation of delivery. Notices to Microsoft must be sent to the following address:

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Notices to Customer will be sent to the individual at the address Customer identifies on its account as its contact for notices. Microsoft may send notices and other information to Customer by email or other electronic form.

k. **Applicable law.** This Agreement will be governed by and construed in accordance with the laws of the State of Washington and federal laws of the United States. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement.

l. **Dispute resolution.** When bringing any action arising under this Agreement, the parties agree to the following exclusive venues:

(1) If Microsoft brings the action, the venue will be where Customer has its headquarters.

(2) If Customer brings the action against Microsoft or any Microsoft Affiliate located outside of Europe, the venue will be the state or federal courts in King County, State of Washington, USA.

(3) If Customer brings the action against Microsoft or any Microsoft Affiliate located in Europe, and not also against Microsoft or a Microsoft Affiliate located outside of Europe, the venue will be the Republic of Ireland.

The parties consent to personal jurisdiction in the agreed venue. This choice of venue does not prevent either party from seeking injunctive relief in any jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations.

m. **Order of precedence.** These General Terms will take precedence over any conflicting terms in other documents that are part of this Agreement that are not expressly resolved in those documents, except that conflicting terms in the Use Rights take precedence over these General Terms as to the applicable Products. Terms in the Online Services Terms take precedence over conflicting terms in the Product Terms. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

n. **Microsoft Affiliates and contractors.** Microsoft may perform its obligations under this Agreement through its Affiliates and use contractors to provide certain services. Microsoft remains responsible for their performance.

o. **Government procurement rules.** By accepting this agreement, Customer represents and warrants that (i) it has complied and will comply with all applicable government procurement laws and regulations; (ii) it is authorized to enter into this Agreement; and (iii) this Agreement satisfies all applicable procurement requirements.

Definitions.

"Administrator Data" means the information provided to Microsoft or its Affiliates during sign-up, purchase, or administration of Products.

"Affiliate" means any legal entity that controls, is controlled by, or is under common control with a party. "Control" means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

"Confidential Information" is defined in the "Confidentiality" section.

"Customer" means the entity identified as such on the account associated with this Agreement.

"Customer Data" means all data, including all text, sound, software, image or video files that are provided to Microsoft or its Affiliates by, or on behalf of, Customer and its Affiliates through use of Online Services.

"End User" means any person Customer permits to use a Product or access Customer Data.

"Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

"Microsoft" means Microsoft Corporation.

"Non-Microsoft Product" means any third-party-branded software, data, service, website or product, unless incorporated by Microsoft in a Product.

"Online Services" means Microsoft-hosted services to which Customer subscribes under this Agreement. It does not include software and services provided under separate license terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Licensing Site and updated from time to time.

"Partner" means a company Microsoft has authorized to distribute Products to Customer.

"Personal Data" means any information relating to an identified or identifiable natural person.

"Product" means all Software and Online Services identified in the Product Terms that Microsoft offers under this Agreement, including previews, prerelease versions, updates, patches and bug fixes from Microsoft. Product availability may vary by region. "Product" does not include Non-Microsoft Products.

"Product Terms" means the document that provides information about Products available under this Agreement. The Product Terms document is published on the Licensing Site and is updated from time to time.

"Publisher" means a provider of a Non-Microsoft Product.

"Representatives" means a party's employees, Affiliates, contractors, advisors and consultants.

"SLA" means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

"Software" means licensed copies of Microsoft software identified in the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"use" means to copy, download, install, run, access, display, use or otherwise interact with.

"Use Rights" means the license terms and terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. License terms for all Products are published in the Product Terms. Terms of service for Online Services are published in the Online Services Terms.