

STRATEGIC PARTNERSHIP AGREEMENT

THIS STRATEGIC PARTNERSHIP AGREEMENT relating to cooperation in the field of information technology (the “**Agreement**”) is made and entered into as of this first day of February 2006 by and between:

1. Microsoft Corporation, One Microsoft Way, Redmond, WA 98052, USA, represented by Mr. William H. Gates, Chairman and Chief Software Architect Microsoft Corporation (“**Microsoft**”);
2. Microsoft Ireland Operations Limited, Atrium Building Block B, Carmenhall Road, Sandyford Industrial Estate, Dublin 18, Ireland, represented by Mr. Dermot Igoe, Director, Microsoft Ireland Operations Limited (“**MIOL**”),
3. Microsoft Hellas, 221 Kifissias Ave, Maroussi, 15124, Greece, represented by Mr. Christos Tsangos, Managing Director, (“**Microsoft Hellas**”), all three acting severally, and
4. The Hellenic Republic, represented by Mr. Georgios Alogoskoufis, Minister of Economy & Finance, (the “**Government**”),

(Microsoft, MIOL, Microsoft Hellas, and the Government collectively referred to as the “**Parties**”).

RECITALS

WHEREAS, the Hellenic Republic is committed to the use of state-of-the-art validly licensed software at all levels of the public administration and education, and to enhance the security and transparency of use of the information and communications technologies (“**ICT**”) systems in the Public Administration;

WHEREAS, the Government is committed to stimulate local ICT industry, promote the development of ICT knowledge and skills among the population of Greece;

WHEREAS, the Government is committed to the enforcement of intellectual property rights in compliance with the EU standards and WTO guidelines, as well as to the full and effective enforcement of laws of Greece;

WHEREAS, in order to support the efforts of national governments, Microsoft has developed a number of far-reaching programs promoting ICT among public and educational organizations, as well as among the business community and wishes to further implement these programs in Greece, thereby assist the country’s population in overcoming the digital divide;

WHEREAS, the Government has, and will maintain, full discretion to procure software products and/or services from vendors other than MIOL; and

WHEREAS, with this Agreement, the Parties wish to enter into a co-operative effort which shall include but not be limited to (i) improvement of the use of ICT in the Public Administration and business sectors in Greece, and (ii) promotion of e-Government services in the country.

NOW, THEREFORE, the Parties agree as follows:

1. DEFINITIONS. The capitalized terms used in this Agreement and not otherwise defined herein shall have the meaning ascribed to them as follows:

1.1 “Certified Partners” shall mean independent companies, enrolled in the Microsoft Certified Partner Program, designed for Certified Partners to offer their customers leading-edge ICT technology through consulting, deployment, remote and on-site maintenance, helpdesk support, packaged software application, hosting services and training.

1.2 “Public Administration” shall mean the Government and all other governmental institutions and organizations in Greece.

1.3 “Transactional Agreement” shall mean Enterprise Agreement, Microsoft Services Agreement and all the other agreements entered into by some or all of the Parties pursuant to this Agreement.

1.4 **“Microsoft Enterprise Agreement”** shall mean a software volume licensing program designed for customers with 250 or more desktops. An Enterprise Agreement customer is able to license Microsoft software to standardize all qualified Desktops in the enterprise on its choice of the Microsoft enterprise products (Microsoft® Office Professional, Microsoft Windows® Professional Desktop Operating System upgrade, and Core Client Access License) at favorable prices based on a three-year agreement term.

1.5 **“Microsoft Services Agreement”** shall mean Microsoft Standard Service Agreements pursuant to which MIOL and Microsoft Hellas will deliver services to the Public Administration.

2. SUBJECT OF THE AGREEMENT

2.1 **General Contractual Framework.** This Agreement sets forth the terms and conditions for:

- a) Co-operation between the Parties with respect to the use of Microsoft technologies in all Public Administration;
- b) Partnering and exchanging information and sharing best practices on national ICT projects for the Public Administration;
- c) Microsoft support of the Government’s ICT-related initiatives and programs; and
- d) Microsoft contribution to the development of the local ICT private sector.

2.2 **Licensing of Microsoft Software.** The parties agree that immediately after signing this Agreement, MIOL and the Government will proceed with the licensing of Microsoft software products by the Public Administration as set forth in Section 4.5.

3. INITIATIVES AND OBLIGATIONS OF MICROSOFT, MICROSOFT HELLAS AND MIOL

Subject to this Agreement and the Transactional Agreements, MIOL shall make available to the Government (i) Microsoft support campaigns and initiatives designed to stimulate the further development of research and education leading to a modern ICT industry in Greece, and (ii) Microsoft services.

Details and scope of the Microsoft obligations under this Agreement are described below:

3.1 Microsoft Support of the Public Administration.

3.1.1 Research and Education

3.1.1.1 Establishing an Innovation Centre in Greece. To stimulate research and innovation in Greece, Microsoft Hellas shall establish in Greece an Innovation Centre. Through the Center’s facilities, Microsoft Hellas will work with the academic community, local software companies, entrepreneurs and startups in order to allow them to test, pilot and embed the latest technologies in their products and solutions, enabling them to compete in the global economy by developing Greek-made solutions. The Innovation Center is to focus on three (3) areas: Skills Development (through business and developer training), Partnership Acceleration (through partnerships forums & clusters), and Enabling Innovation (through hands on labs), while it can be also used to allow the Government to test and pilot advanced solutions to offer the latest e-government services to their citizens. In addition, the Center will act as an incubator of business ideas by acting as a liaison between the research and the business communities. The terms and conditions of the Government’s cooperation with the Microsoft Centers of Innovation will be determined in a separate agreement.

3.1.1.2 Digital Curriculum Training. Microsoft through its appropriate affiliates will assist the Government in providing training opportunities to the broad public on a digital curriculum agreed with the Government and through a designated government website decided by the Government. The details, terms and conditions will be determined in a separate agreement.

3.1.1.3 Microsoft External Research. Microsoft shall support the participation of a doctoral student within the framework of the Microsoft External Research, a program that engages academic communities, researchers and students in the development of Microsoft technologies, and providing resources so they

can keep abreast of new solutions. The terms and conditions of the Government's participation in the Microsoft External Research program will be determined in a separate agreement.

3.1.1.4 MSDN Academic Alliance. Microsoft shall offer the Government participation in the MSDN Academic Alliance, an annual membership program for higher education technical departments in the areas of computer science, engineering, and information systems. The terms and conditions of the Government's participation in the MSDN Academic Alliance will be determined in a separate agreement.

3.1.1.5 University Engagement. Microsoft will provide material for university libraries, electronic curricula, training for university lab administrators and research grants for top doctoral students. The terms and conditions of Microsoft's university engagement will be determined in a separate agreement.

3.1.1.6 Partners in Learning Program. MIOL and Microsoft Hellas will deliver on the Government participation in the Partners in Learning Program, under which Microsoft provides governments and education leaders with the local resources to deliver information and communication technology (ICT) skills training and curriculum leadership to primary and secondary school teachers, school leaders, and students within their countries. The terms and conditions of the Government's participation in the Partners in Learning Grants Program are determined in the Memorandum of Understanding signed between Microsoft Hellas and the Greek Ministry of Education in May 2005.

3.1.1.7 Microsoft Unlimited Potential Program. Microsoft shall deploy in Greece the Microsoft Unlimited Potential Program, a global initiative focused on providing technology skills for underserved young people and adults through community-based technology and learning centers. Under this program, Microsoft through its appropriate affiliate will set up Community Technology Learning Centers by offering both the technical infrastructure as well as the costs of instructors who will deliver training sessions to the community (young unemployed, senior citizens, people with disabilities, etc.). Within the duration of this Agreement, a minimum of, ten (10) such Centers will open throughout Greece.

3.1.2. e-Government

3.1.2.1 e-Government pilot projects. Microsoft Hellas will support the Government in the development of e-Government services within the framework of two (2) pilot projects. To execute on these projects, MIOL will, together with Microsoft Certified Partners, provide expert assistance to the Government by making available to the Government certain number of man-days of Microsoft consultants and man-days of consultants from Microsoft certified companies. The number of man-days and the specific projects will be determined in a separate agreement.

3.1.2.2 e-Government Starter Kit. Microsoft shall offer for free to local governments and municipalities in Greece through local partners the e-Government Starter Kit and related training. The e-Government Starter Kit is a solution accelerator that enables local and regional government customers to rapidly adopt and extend an e-government solution in an easy and economical way through setting up a local portal. The e-Government Starter Kit was developed specially for public administration on the national and local level. It is based on an integrative approach and is thus the platform solution for all public organizations that want to implement electronic interdepartmental services. Existing specialized applications can be Web-enabled and their services can be incorporated on the Internet or an Intranet. The terms and conditions of the Government's participation in the e-Government Starter Kit will be determined in a separate agreement.

3.1.2.3 Software Development and Knowledge Transfer. MIOL shall provide a total of fifty (50) products: 'Visual Studio 2005 Professional with MSDN Premium subscription' consisting of development tools and documentation for all Microsoft products to the Public Administration for their further distribution by the Government to up to fifty (50) top software developers working in the Public Administration. MIOL will provide these products pursuant to a separate Donation Agreement for the term of this Agreement.

3.1.3. Services

3.1.3.1 Deployment Services. In order to maximize the benefit of the Microsoft product licenses covered by the Transactional Agreement with MIOL, Microsoft Hellas will provide free of charge, subject to the terms of the Microsoft Services Agreements, the prototype design for their optimal deployment.

3.1.3.2 Microsoft Software Training. Microsoft Hellas shall, through its affiliates and free of charge, provide training in the latest Microsoft software products to technical personnel designated by the Government. Microsoft Hellas shall fulfill its obligation under this Section by donating to the Government for the term of this Agreement a number of man training days. The trainings shall be delivered by Microsoft Certified Partners for Learning Solutions (CPLS). The number of days will be determined in a separate agreement.

3.1.3.3 Government Security Program. At its reasonable discretion, Microsoft shall extend the Government enrollment into the Microsoft Government Security Program (“GSP”), to further government departments and/or agencies in addition to the Ministry of Interior that currently participates in this program. Such participation will provide to the Government a read-only access to the source code of certain Microsoft products for a term of this Agreement, in order to assist the Government with the evaluation of the security of Microsoft products, as well as reading and referencing it without the ability to make modifications. The terms and conditions of extending the Government’s participation in the GSP will be determined in a separate agreement.

3.1.4 Additional Programs. Depending upon the environment for ICT development in Greece, Microsoft may consider additional programs.

3.2 Microsoft support for the Private Sector.

3.2.1 Capacity building. MIOL and Microsoft Hellas will provide business development support and capacity building to enable its Certified Partners to achieve a level of quality commensurate with industry standards, under the conditions to be agreed upon with each Certified Partner. In addition, Microsoft will provide professional development opportunities to the Independent Software Vendors and Partners communities in Greece through trainings, publications and other related activities focused on the development of public sector solutions.

3.2.2 Industry support for SMEs. Microsoft Hellas will create and operate the European Union Grants Advisor (EUGA), an Internet portal dedicated for small and medium enterprises in Greece and designed to (a) increase their awareness and understanding of the EU funding opportunities, and (b) provide guidance to the application process.

4. INITIATIVES OF THE GOVERNMENT. The Government shall help to stimulate the development of a modern ICT industry in Greece as described below.

4.1 Intellectual property rights awareness. Microsoft shall reasonably assist the Government in any public awareness efforts it might undertake to inform citizens and businesses of the laws on intellectual property rights and the impact of infringement of intellectual property rights.

4.2 Implementation of a Software Asset Management (“SAM”) Process. Microsoft will assist the Government in designing an effective software asset management process in order to facilitate the better management of the software used by the Government, enabling the streamlining of its systems with a view to achieve substantial savings. The process will optimize license tracking in order to ensure that the most efficient and necessary software is being used and paid for. The Government will serve as a model for local bodies in Greece in the management of software assets. Microsoft’s assistance will have the form of know-how transfer and train the trainers courses for 3rd party vendors that are going to be used in order to deploy SAM within government organizations

4.3 Use of Past Experience. The Government will co-operate on each of these initiatives under Section 4.1 and 4.2 with Microsoft. Microsoft shall assist the Government in each of these initiatives by providing the benefit of its experience in assisting in similar intellectual property awareness campaigns in other countries.

4.4 Working Group. The Government and Microsoft Hellas shall set up a joint Working Group that will coordinate the activities foreseen under this Agreement, propose ICT-related policy initiatives, monitor performance of this Agreement by the Parties and periodically inform them about its activities and share best practices on national IT projects.

4.5. Licensing of Microsoft Software. MIOL and the Government agree that immediately after signing this Agreement, MIOL and the Government will proceed with the licensing of Microsoft software products by the Public Administration. MIOL and the Government further agree as follows:

(a) By the 31st of March 2006, MIOL will enter, with appropriate entities within the Public Administration, into Microsoft Master Licensing Agreement(s). Microsoft Master Licensing Agreements consist of the so-called Master Business Agreement, which sets out the general terms and conditions, and an Enterprise Agreement to provide for use of Microsoft Products by the Public Administration. Benefits of the Enterprise Agreement include upgrades to the latest versions of the Microsoft products ordered in an Enrollment during the term of such Enrollment, as well as home use entitlement for the Microsoft products qualifying for the Home-Use Program under the Software Assurance Benefits for authenticated public servants whose desktops are covered for those products by the Enterprise Enrollment.

(b) The Enrollments signed under an Enterprise Agreement will be valid for a period of three (3) years and will cover the total number of desktops in operation by the Public Administration using Microsoft products, as identified by the Working Group established pursuant to Section 4.4. Notwithstanding the foregoing, the Government agrees that under the Enterprise Agreement(s) it will enroll, subject to the existing national and European Union legislation and procedures on public procurement, at minimum, fifteen thousand (15,000) qualified desktops by the 30th of June 2006, and an additional fifteen thousand (15,000) qualified desktops by the 31st of December 2006. An additional forty thousand (40,000) qualified desktops will be enrolled, subject to the existing national and European Union legislation and procedures on public procurement and in line with future government requirements by the 31st of December 2008. Based on the volumes enrolled, MIOL will offer beneficial pricing terms and conditions.

The final price, invoicing details and payment installments for these licenses will be agreed in separate agreements between Microsoft authorized partners and the Public Administration, which will be an outcome of procedures on public procurement.

(c) Public Administration shall meet the criteria to be eligible for Microsoft Public Sector Pricing described in the Agreement's Annex.

5. COSTS Each Party will bear its own costs, fees and expenses in connection with the implementation of this Agreement unless and until the parties agree on a mechanism of splitting their costs, fees and expenses.

6. TERM This Agreement, is entered into for the duration of four (4) years calculated from the date of signing this Agreement by the Government (the “**Effective Date**”).

7. CONTACTS

Contacts. The Parties hereby designate the following persons as their main contact person for the respective other Party within the framework of this Agreement:

<i>Government</i>	<i>Microsoft</i>
Special Secretary for the Information Society Ministry of Economy & Finance Nikis 5-7 Athens 10180	Director, Enterprise & Partner Group Microsoft Hellas Kifissias 221 Maroussi 15124
Attention: Vassileios Assimakopoulos	Attention: Sam Zakar
Fax no.: +30 210 3332850	Fax no.: +30 211 1206003
Email no.: vassim@mne.gr	Email no.: samzak@microsoft.com

7.1 Powers of designated contacts. The designated contact persons shall not be entitled to make and receive statements with binding effect upon each Party. The designated contact person's responsibility is to promptly forward any statements to the appropriate recipient, e.g. Microsoft Corporation, Microsoft Hellas, MIOL. Each Party shall be entitled to replace its contact person through other appropriate persons by written notice to the other Party.

7.2 Notices. Notices and other communication between contact persons shall be affected in writing by e-mail, facsimile, registered mail express courier or in other written form ensuring credible evidence in writing. Notices will be deemed delivered on the date shown on the postal return receipt or on the courier, facsimile or email confirmation of delivery.

8. MISCELLANEOUS

8.1 Entry into force. This Agreement will enter into force upon being duly signed by the authorized representatives of MIOL, Microsoft, Microsoft Hellas and the Government and after being ratified by the Government if prescribed by the laws of Greece.

8.2. Performance and timing. The commitments made by each Party in this Agreement are explicitly dependent upon the performance by the other Party of its commitments. The Government acknowledges and agrees that Microsoft shall fulfill most of its obligations under this Agreement through its affiliates (MIOL and Microsoft Greece) and/or Microsoft's local partners. The Parties will commence to perform the obligations under this Agreement immediately upon the Agreement entering into force.

8.3. Language. This Agreement will be signed in six (6) copies each in the English and Greek languages. Both language versions are intended to contain the same terms and conditions. Microsoft acknowledges that the Greek version provided to it accurately reflects the provisions set forth in the English version. For the purpose of the interpretation of this agreement, the Greek version prevails.

8.4. No Exclusivity. The co-operation of the Parties under this Agreement shall be non-exclusive. Each Party shall remain entitled to enter into similar contractual relations with third parties. It is acknowledged by the Parties that the Government has, and will maintain, full discretion to procure software products and/or services from vendors other than Microsoft.

8.5. Amendments. Any amendment or modification of this Agreement requires the written form. This also applies to any amendment or modification of this written form requirement.

8.6. Severability. Should one or several provisions of this Agreement become invalid or unenforceable in total or in part, the remaining provisions of this Agreement shall remain unaffected hereby. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that comes closest to the original intention of the Parties.

8.7 Applicable law, Jurisdiction. This Agreement shall be governed by the law of Greece except for its conflict of laws rules. The application of the UN Convention on the International Sale of Goods shall be excluded. The courts of Greece shall have exclusive jurisdiction for any disputes in connection with this Agreement.

8.8 Force Majeure. Any delay or failure in performance shall not be deemed a breach when such delay or failure is due to causes beyond the reasonable control and without negligence of the Party charged with such performance, including, but not limited to, fire, flood, accidents, explosions, hardships, acts of God, trade embargo or other UN or US sanction (“**Force Majeure**”). The Party claiming Force Majeure shall notify the other Party, in writing, within ten (10) days after the occurrence of the Force Majeure event specifying the nature and anticipated duration of the delay. The Parties shall use best efforts to avoid or minimize the effects of delay or non-performance.

8.9. Interpretation. Any ambiguity in this Agreement shall be interpreted equitably without regard to which Party drafted the Agreement or any provision thereof.

8.10 Entire Agreement. This Agreement, together with all Transactional Agreements and agreements expressly referenced herein, which are incorporated herein by this reference, shall constitute the entire understanding and agreement between the Parties concerning the subject matter hereof and supersedes all prior discussions, agreements, understandings and representations whether oral or written and whether or not executed by the Parties.

All Transactional Agreements and all separate agreements mentioned in the Strategic Partnership Agreement shall be governed exclusively by their own terms and nothing in this Strategic Partnership Agreement shall be construed or interpreted as superseding or replacing the terms and condition of the Transactional or other separate agreements.

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the Effective Date.

GOVERNMENT OF GREECE	MICROSOFT CORPORATION
Signature	Signature
Printed Name Mr. Georgios Alogoskoufis	Printed Name Mr. William H. Gates
Printed Title Minister of Economy & Finance Hellenic Republic	Printed Title Chairman and Chief Software Architect Microsoft Corporation
Signature Date (Effective Date)	Signature Date February 1, 2006
MICROSOFT HELLAS	MICROSOFT IRELAND OPERATION LIMITED
Signature	Signature
Printed Name Mr. Christos Tsangos	Printed Name Mr. Dermot Igoe
Printed Title Managing Director	Printed Title Director
Signature Date	Signature Date

Annex: Microsoft Public Sector Eligibility Definition (EMEA)

For the purposes of being eligible for Microsoft public sector pricing, an “Eligible entity” includes any body not run for profit and that falls into one of the following categories;

<i>Categories</i>	
A. Supranational	All organizations/institutions that have a discernable regulatory or legislative role across many national governments;
B. National/Federal	All governmental organizations/institutions that are managed at the federal/national level, and have a remit for governing across a nation state or country. This will include parliamentary bodies and judicial bodies with powers of setting or deciding on the rule of law;
C. Regional/State	An intermediate tier of Government that does not cover an entire country but has multiple areas of local government within their governing jurisdiction. This includes all governmental organizations/institutions that are managed at the state/regional level and which are called variously: Regions, Départements, States, Lander, Counties, or Provinces;
D. Local	The lowest level of elected Government and associated administration. This includes all governmental organizations/institutions that are managed at the city, town & municipality level. e.g. recreation, refuse collection, fire service, control of local services, and implementation of some national services;
E.	Any organization that is singularly accountable to, and ultimately controlled by, an internationally recognized Nation State Government. (In practice, for all democratic Governments, this means under the jurisdiction of an elected State Secretary or Minister of State).

Where an entity does generate revenues/profit, but otherwise fits into one of the categories above, the following **additional criteria** will be applied:

1. Do the revenues go solely to the state? (or do they also go to private shareholders?)
2. Is the entity in question exempt from corporation tax?
3. Is the entity financed more than 50% by the state (i.e. does it derive less than 50% of its funding from commercial activities),
4. What do the articles of association/objectives of the entity say about its objectives/status/nature?

If the answer to all of the first 3 questions is yes, then the entity is eligible for public sector pricing.

It is important to note that, notwithstanding the above, if the Government of a country publishes a definition or list of entities that sets out what constitutes an eligible public sector entity, then that definition or list will take precedence over the above definition.

The aforementioned Criteria are subject to change.