

# **Attachment A**

**County of Riverside  
Licensed Support Provider (LSP)  
Agreement No. ITARC-00929,  
County of Santa Barbara Server and  
Cloud Enrollment 70002076, County of  
Santa Barbara Microsoft Products and  
Services Agreement**

funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

**4. Hold Harmless/Indemnification:**

**4.1** LSP shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services, or acts or omissions, of LSP, its officers, employees, subcontractor, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. LSP shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

**4.2** With respect to any action or claim subject to indemnification herein by LSP. LSP shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes LSP indemnification to Indemnitees as set forth herein.

**4.3** LSP obligation hereunder shall be satisfied when LSP has provided to County the appropriate form of dismissal relieving county from any liability for the action or claim involved.

**5. Termination:**

**5.1** County may terminate this Agreement without cause upon thirty (30) days written notice served upon the LSP stating the extent and effective date of termination.

**5.2** County may, upon five (5) days written notice terminate this Agreement for LSP default, if LSP refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the County may proceed with the work in any manner deemed proper by County.

**5.3** LSP rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by LSP; or in the event of LSP unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

**6. Alteration or Changes to the Agreement**

The Board of Supervisors and the County Purchasing Agent and/or his designee is the only authorized County representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**7. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY**

Riverside County Information Technology  
Attn: Procurement Contract Specialist  
3450 14<sup>th</sup> Street  
Riverside, CA 92501

**LSP**

SHI International Corp.  
Attn: Moitrayee Majumdar  
290 Davidson Ave.  
Somerset, NJ, 08873  
Moitrayee\_Majumdar@SHI.com

**8. Insurance**

Without limiting or diminishing the LSP'S obligation to indemnify or hold the COUNTY harmless, LSP shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**A. Workers' Compensation:**

If the LSP has employees as defined by the State of California, the LSP shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside. Policy shall name the COUNTY as Additional Insureds.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of LSP'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**C. Insurance Requirements for IT Contractor Services:**

LSP shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the LSP, its agents, representatives, or employees. LSP shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by LSP in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the LSP maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the LSP. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. Policy shall name the COUNTY as Additional Insureds.

**D. General Insurance Provisions – All lines:**

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The LSP must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, LSP'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) LSP shall cause LSP'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies

including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If LSP insurance carrier(s) policies does not meet the minimum notice requirement found herein, LSP shall cause LSP's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

- 4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. LSP shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- 5) It is understood and agreed to by the parties hereto that the LSP's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- 6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the LSP has become inadequate.
- 7) LSP shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- 9) LSP agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

## **9. General:**

**9.1** This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

**9.2** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**9.3** The following documents are attached to and incorporated into this Agreement:

**Exhibit A: Scope and pricing.**

**Exhibit B: LSP Reporting of Active Enrollments.**

**Exhibit C: Microsoft LSP Participation Form.**

**Exhibit D: Microsoft EA Benefits for Government Agencies.**

**Exhibit E: Microsoft Enterprise Agreements and Amendments.**

E1) Microsoft Enterprise Agreement No. 8084445.

E2) Microsoft Select Plus Agreement No. 7756479.

E3) Amendments No. 1- EA Custom Terms CTM (Document No. CTM-CPT-OPT-FWK)

E4) Amendments No. 2- EA Custom Terms (Document No. CTM-FWK-CTC-AGR).

**9.4** In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any of the attachments, purchase order(s), or other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.

**9.5** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code.

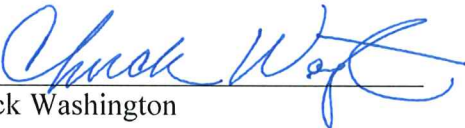
9.6 If the entity is a corporation, the signatures of two corporate officers (the president, vice president, secretary, assistant secretary, Chief Financial Officer (i.e. treasurer), or assistant treasurer) are required on the agreements. The signatures must be in the following combination: president or vice president **and** secretary, treasurer or CFO. For example, the signatures of a president and a vice president would be insufficient. If signed by a single corporate officer, a corporate resolution, authorizing the one officer to bind the corporation, signed by the Board of Directors of the corporation, is required. The corporate resolution must authorize the signatory to sign agreements on behalf of the corporation.

If the entity is a limited liability company (LLC), the signatory is authorized signer as set forth in LLCs operating agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

**COUNTY OF RIVERSIDE**, a political subdivision of the State of California

**SHI INTERNATIONAL CORP., New Jersey corporation authorized to conduct business in the State of California.**


By:   
Chuck Washington  
Chair of the Board of Supervisors

DocuSigned by:  
By:   
Name: EA418E789F09404 Kristina Mann  
Title: Sr. Manager - Contracts

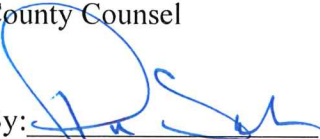
Dated: 9/10/2024

Dated: 7/2/2024

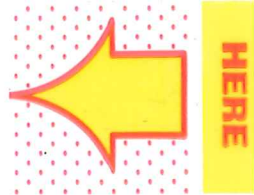
ATTEST:  
Kimberly Rector  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
Minh C. Tran  
County Counsel

By:   
Paula Salcido  
Deputy County Counsel

Dated: 7/8/2024



**Exhibit A**  
**Scope and pricing**

**LSP's Scope and responsibilities**

1. The Licensed Support Provider (LSP) will resell all available Microsoft Licensed Support Provider (LSP) for Microsoft Master Microsoft Enterprise Agreement No. 8084445; Software Licensing, Software Support, Cloud Services such as Azure, Industry Solutions Delivery (ISD) formerly Microsoft Consulting Services (MCS), Microsoft Unified Support and Microsoft incident response. Microsoft Select Plus Agreement No. 7756479.
2. The agreement with LSP as a LSP of the Microsoft Products and Services under Microsoft EA No. 8084445 is available for use by the County of Riverside and governmental agencies within the State of California. The LSP will serve as the liaison between the political entity for enrollments under the Microsoft EA.
3. The LSP agrees to extend the same pricing, terms, and conditions to every political entity, special district, in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the LSP of their choosing; and County shall in no way be responsible to any LSP for other entities' purchases.
4. The LSP may remain the LSP for the Three 3-year duration of the Enrolled Affiliate's Enterprise Agreement Enrollment. All True-Ups during the 3-year enrollment (orders for new products, etc.) by Enrolled Affiliates are required to be submitted only through the Affiliate's selected LSP. Multiple LSP's cannot service a single Enterprise Agreement Enrollment. Enrolled Affiliate may at any time choose to transfer their current enrollment from one LSP to another LSP pursuant to the transfer terms set by Microsoft.
5. The Enrolled Affiliate shall work with the LSP to determine the annual payment, true-up commitment schedule defined in their enrollment.
6. Each Affiliate will communicate to the LSP the compensation terms applicable to their agreement.
7. The LSP will provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (ie: monthly, quarterly, etc.).
8. The LSP will provide reports of licenses purchased and added on to enrollment according to Enrolled Affiliate's specifications. (Intended for an enrollment that has licenses for multiple agencies within a governmental body - ie county, city, etc.) Frequency will be determined by each Enrolled Affiliate (ie: monthly, quarterly, etc.).
9. The LSP will provide, at the Enrolled Affiliate's request, a licensing portal that allows the tracking of licenses beyond the capabilities of the Microsoft VLSC. This portal will show, but not be limited to, all licenses on the current enrollment, quantities of said licenses, track licenses at department/agency levels, transfer licenses to and from each department/agency, and have reporting functionalities.



10. The LSP will provide training to the Enrolled Affiliate's Microsoft administrators on Microsoft portals such as the VLSC, Office 365, Azure, etc. within 30 days of receiving a purchase order for such products that introduce a new portal. LSP should outline what aspects of training they feel would be beneficial in their proposal.
11. The LSP will provide documentation to the Enrolled Affiliate within 90 days of when Microsoft has made a change to a license and advise of any grandfather or conversion rights within that same timeframe.
12. The LSP will provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment at the time of such amendment.
13. The LSP will provide an updated price list on an annual basis or when Microsoft changes price point, whichever is sooner, in an Excel spreadsheet to the Enrolled Affiliate. This price list must capture, at minimum, the following categories for each product: SKU, product description, MSRP, NET (Level D), LSP's uplift and contracted unit price.
14. The LSP shall provide a list of enrollments. The list of enrollments is due 30 days after the contract signature and on January 15th of each calendar year during the agreement period. This list will include the agency name, contact person, email and phone number and annual spend. The intent of this is to track how many agencies within the State of California piggyback off of the Master Agreement.
15. The LSP will be charged 1.00% of the annual enrollment sales amount to leverage the Riverside County Master Microsoft Agreement No.8084445, and Select Plus Agreement No.7756479, which includes Software Licensing, Software Support, Cloud Services such as Azure, Industry Solutions Delivery (ISD), Microsoft Consulting Services (MCS), Microsoft Unified Support and Microsoft incident response. This administrative fee will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments.
16. The Servicing LSP shall provide Microsoft Enterprise Support Services from Microsoft to assist customers leveraging this contract vehicle in operation of the technology acquired and assist Riverside Master Participants in maximizing the benefits of this investment.
17. The Servicing LSP shall provide the ability to for the acquisition of Microsoft services as the demand for individual product services or capabilities expand. The servicing LSP shall provide services to include Microsoft Unified, Industry Solutions Delivery (ISD), and Microsoft incident response. The Servicing LSP will have a valid Microsoft Master Services Agreement on file with Microsoft in order to resell Microsoft Unified Support, and Industry Solutions Delivery (ISD). Additionally, the contractor shall provide Microsoft dedicated Technical Support representatives and subject matter experts provided via the Microsoft enterprise agreement to support and assist Riverside County master participants in analyzing, architecting, implementing, managing, and operating solutions based on the licenses previously acquired or to be purchased in accordance with the terms of the Microsoft enterprise licensing program.

18. LSP will be responsible for submitting a completed "Reporting of Active Enrollments" by January 15th of each year for the prior calendar year.
19. The County of Riverside Information Technology (RCIT) will invoice the Awarded LSP annually based on the enrollments verified from LSP Reporting of Active Enrollments.
20. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.
21. The administrative fee shall not be included as an adjustment to LSP's Master Agreement pricing.
22. The administrative fee shall not be invoiced or charged to the Enrolled Affiliate.
23. Administrative fee checks shall be submitted to:  
Riverside County Information Technology  
Attn: Accounts Receivable  
3450 14th Street, 4th Floor  
Riverside, CA 92501

**Pricing:****1. Microsoft Enterprise License Subscription and services**

<b>Item Description</b>	<b>Price Level</b>	<b>Markup %</b>
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups) M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Level D	1.10
Enterprise Products (Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite).	Level D	1.10
Additional Products (M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc).	Level D	1.10
Server and Tools Product (applies to Server and Cloud Enrollments only) SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Level D	1.10
All products for Select Plus Agreement No.7756479.		1.10
Microsoft Unified Support Services		2.00
Microsoft Consulting Services		2.00
Microsoft Incident Response		2.00

**2. License Support Provider (LSP) Solution Area Specific Capability:**

<b>Solution Area Specific Capability</b>	<b>Number</b>	<b>Customer Size</b>	<b>Reference?</b>
Number of successful customer production mail deployments/migrations?	5,000	500-100,000	Yes, Upon Request
Number of successful customer production SharePoint deployments/migrations?	5,000	500-100,000	Yes, Upon Request
Number of successful customer production Teams deployments/migrations?	2,000	500-100,000	Yes, Upon Request
Number of successful customer production Teams Voice deployments/PBX migrations?	100	500-100,000	Yes, Upon Request
Number of people with specialized expertise on technologies listed above	100	N/A	Yes, Upon Request

**3. License Support Provider (LSP) service rates:**

<b>Data and Artificial Intelligent</b>	<b>Certified Competency (Yes/No)</b>	<b>Hourly Rate (On Premise)</b>
Build Intelligent Apps	Yes	\$300.00
Build Intelligent Agents	Yes	\$300.00
Machine Learning	Yes	\$300.00
Internet of Things	Yes	\$300.00
Globally distributed data	Yes	\$300.00
OSS Databases	Yes	\$300.00
Cloud Scale Analytics	Yes	\$300.00
Data Platform Modernization to Azure	Yes	\$300.00
Windows Server on Azure	Yes	\$300.00
Security & Management	Yes	\$300.00
Datacenter Migration	Yes	\$300.00
Modern Business Intelligence	Yes	\$300.00
Copilot	Yes	\$300.00
<b>Biz Apps</b>		
Customer Service	Yes	\$300.00
Field Service	Yes	\$300.00
Marketing	Yes	\$300.00
Talent	Yes	\$300.00
Finance and Operations	Yes	\$300.00
Business Central	Yes	\$300.00
Power Apps	Yes	\$300.00
Power BI	Yes	\$300.00
<b>Apps and Infrastructure</b>		
Azure Stack	Yes	\$300.00
High Performance Compute	Yes	\$300.00
Cloud Native Apps using Serverless	Yes	\$300.00
Modernize Apps	Yes	\$300.00
SAP on Azure	Yes	\$300.00
Linux on Azure	Yes	\$300.00
Dev Ops	Yes	\$300.00
Business Continuity & Disaster Recovery	Yes	\$300.00
Windows Server on Azure	Yes	\$300.00
Security & Management	Yes	\$300.00
Datacenter Migration	Yes	\$300.00
<b>Modern Workplace</b>		
User Adoption & Change Management	Yes	\$300.00
Security	Yes	\$300.00
GDPR & Compliance	Yes	\$300.00
Teamwork	Yes	\$300.00
Calling & Meetings	Yes	\$300.00
Modern Desktop	Yes	\$300.00
Office 365 Migration Assistance	Yes	\$300.00
Mail	Yes	\$300.00
Teams	Yes	\$300.00
SharePoint	Yes	\$300.00
OneDrive	Yes	\$300.00

**Exhibit B**

**LSP REPORTING OF ACTIVE ENROLLMENTS  
MICROSOFT ENTERPRISE AGREEMENT No. 8084445**

<b>LSP Name</b>	<i>Company name</i>							
<b>RIVCO Contract ID</b>	TBD							
<b>Master Enrollment</b>	<b>Enrollment Number:</b>	<b>Enrollment Entity:</b>	<b>Start Date:</b>	<b>End Date:</b>	<b>Annual Sales Reporting Term: Calendar Year</b>	<b>Enrollment Contact:</b>	<b>Enrollment Contact Email:</b>	<b>Enrollment Contact Tel:</b>
		County of Riverside	XX/XX/XXXX	XX/XX/XXXX		John Doe		

### Exhibit C MICROSOFT LSP PARTICIPATION FORM

**JIM SMITH**  
Chief Information Officer

**DARRYL POLK**  
Chief Technology Officer

**TRACY TILLMAN**  
Deputy Director Admin – IT

**ANTHONY CHOGYOJI**  
Chief Information Security Officer



**MARTIN PEREZ, ACIO**  
Enterprise Applications Bureau

**GUSTAVO VAZQUEZ, ACIO**  
Converged Communications Bureau

**KARAN CHANDRAN, ACIO**  
Technology Services Bureau

### Microsoft LSP Participation Form (RFQ # ITARC-00532 Attachment 2)

<p>Complete this form and return to:</p> <p>Attention: Linda Fakhouri E-mail: <a href="mailto:lfakhouri@rivco.org">lfakhouri@rivco.org</a></p>	<p>Payment should be made to: Riverside County Information Technology 3450 14th Street, Fourth Floor Riverside, CA 92501</p> <p>County of Riverside TIN #: 95-6000930</p>
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Company Name: SHI International Corp.

Name: Moitrayee Majumdar Title: Senior Proposal Specialist

Address: 290 Davidson Ave.

City: Somerset, NJ Zip Code: 08873 Telephone #: 888-764-8888

Fax #: 732-805-9669 Email: Moitrayee\_Majumdar@SHI.com

The County of Riverside is the host of the Microsoft Master Agreement No. 8084445. All questions regarding the products and licensing should be directed to Microsoft.

By signing below, I am agreeing to pay the participation fees for each enrollment that is established by leveraging the County of Riverside Master Agreement in accordance to the schedule referenced on RFQ # ITARC-00532 and any subsequent contracts and / or amendments.

By signing below, I also agree that all enrollments will be submitted to Microsoft direct, to report enrollment activity and comply to the payment schedule per RFQ # ITARC-00532 to Riverside County Information Technology.

Please reference the remittance information above for where to send the payment. Failure to comply may result in the award being rescinded.

Moitrayee Majumdar  
Signature

04/26/2024  
Date

Moitrayee Majumdar  
Printed Name

Senior Proposal Specialist  
Title

## **Exhibit D**

### **Microsoft EA Benefits for Government Agencies**

#### **E1 Reduced Paperwork**

Reduced number of separate documents to review – by consolidating amendments into a single document. Many of the amendments previously required are now built into the enrollment document. Customers utilizing the County of Riverside EA Master Agreement may choose either an Enterprise Enrollment or a Server and Cloud Enrollment (or both) depending on their needs.

#### **E2 Standard Pricing Across all platforms**

Microsoft will provide LSP's (authorized EA LSPs on this contract) with Government Level-D, pricing off of published "LSP cost" all platforms. Azure discount is a factor of the consumption rate. This will make it easy when calculating New, Additional product, and True-up purchases at the beginning or during your Enterprise Agreement Term. It also reduces possible confusion among partners.

#### **E3 No charge Onboarding Services**

Microsoft assisted onboarding is now a benefit of [Office 365](#), [Microsoft Intune](#), [Azure AD Premium](#) and Azure [RMS](#). Eligible customers will receive guidance from a dedicated group of onboarding experts known as the Microsoft FastTrack Center (FTC) to onboard to these services. The FTC uses an onboarding approach known as FastTrack to help you, your IT Team, and or Partner, confidently onboard new users and capabilities. Programs are subject to change and/or evolve.

#### **E4 No Charge Security Incident Assistance**

Microsoft will engage special security teams in the event of an exploit if your organization leverages Microsoft security technologies as part of your enterprise agreement commitment. These teams will help you identify and stop the malicious attack and triage the incident. See your Microsoft Sales Executive for more details.

#### **E5 Raise and lower commitment for hosted services during the Enterprise Agreement Period**

You can raise your commitment for hosted services like O365, CRM, Azure during the current EA year and only commit to the remaining months in that year. Example: your anniversary for your Year-2 term is in November and your adding 100 Office 365 users in May. You will only be obligated to pay for the 6 months leading to your anniversary. Additionally, you can now true-down hosted services at your anniversary to the original commitment level as well.

#### **E6 Additional Software Assurance benefits**

- With New Version Rights, you can upgrade each Microsoft product license that is covered by active Software Assurance to the most recent version for no additional cost. When a new version of Microsoft Office is released during the term of your agreement, your licenses are automatically upgraded to the new version.
- Office Roaming Use Rights: Help expand end-user productivity and extend the value of your virtual desktop environment with Office Roaming Use Rights, which lets users with Software

Assurance on Office, Project, or Visio remotely access their software on their virtual desktops from third-party devices.

- Spread Payments: Spread the costs of your License and Software Assurance purchase across three equal, annual sums versus one up-front payment to help reduce initial costs and aid in forecasting annual software budget requirements up to three years in advance. When you use the Spread Payments benefit, no interest or additional fees are incurred. You may also consider Microsoft Payment Solutions to help finance your technology needs, including software, services, partner products, and hardware. Although Microsoft Payment Solutions is not part of Software Assurance, you can choose it separate from, or in addition to, the Spread Payments benefit to create a customized payment structure.
- Step-Up Licensing: Volume Licensing customers with Software Assurance can migrate from a lower edition to a higher edition software product while maintaining their Software Assurance coverage on a given product. The Step-up License makes it easier for you to move from a lower level edition to a higher-level edition without incurring the full cost of licensing two separate editions of the software.

More information about the Software Assurance by products as listed above can be found at:

<https://www.microsoft.com/en-us/Licensing/licensing-programs/software-assurance-by-product.aspx?83ffdda4-a263-4123-9752-1122538c0a96=True>



**Exhibit E**  
**Microsoft Enterprise Agreements and Amendments**

- E1) Microsoft Enterprise Agreement No. 8084445.
- E2) Microsoft Select Plus Agreement No. 7756479.
- E3) Amendments No. 1- EA Custom Terms CTM (Document No. CTM-CPT-OPT-FWK)
- E4) Amendments No. 2- EA Custom Terms (Document No. CTM-FWK-CTC-AGR).

Program Signature Form

MBA/MBSA number		004-kayleed-S-04
Agreement number	808444S	

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract/Document	Number or Code
Enterprise Agreement	X20-10209
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment to Contract Documents	CTM-CPT-OPT-FWK (new)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* County of Riverside
Signature* <i>[Signature]</i>
Printed First and Last Name* Richard R. Hai
Printed Title Sr. Procurement Contract Specialist
Signature Date* 08/22/2019
Tax ID

\* indicates required field

FORM APPROVED COUNTY COUNSEL  
 BY: *[Signature]* 8/22/19  
 SUSANNA N. OH DATE

## Amendment to Contract Documents

Agreement Number

8084445

004-kayleed-S-04

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

### Enterprise Agreement Custom Terms CTM

1. Section 6a, "Term", is hereby amended and restated as follows:
  - a. **Term.** The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.
2. The pricing that Microsoft will offer Enrolled Affiliate's Reseller for Enrollments effective between November 1, 2019 through October 31, 2021, and that will apply for the entire initial term of such Enrollments, is as follows:

Product	Price Level	Examples include but are not limited to the following*:
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups)	Level D minus 2%	M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5
Enterprise Products	Level D	Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite
Additional Products	Level D	M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.
Server and Tools Product (applies to Server and Cloud Enrollments only)	Level D	SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.

\*The examples include online services that are available in either the commercial or government cloud offerings.

\*\*Qualifying Enterprise Online Services are identified in the Product Terms with the cell value of 'EQ' in the tables for "Program Availability". The scope of Enterprise Online Services is subject to change as Enterprise Online Services are added, updated/revised or removed from the Enterprise program offering.

Exclusions apply to the additional 2% discount on Enterprise Online Services as follows:



## Enterprise Agreement

## State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

**Effective date.** The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

**Please note:** Documents referenced in this Agreement but not attached to the signature form may be found at <http://www.microsoft.com/licensing/contracts> and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

### ***Terms and Conditions***

#### **1. Definitions.**

"Affiliate" means

- a. with regard to Customer,
  - (i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;
  - (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and
  - (iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and
- b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

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

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

- c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

### 3. **Licenses for Products.**

- a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.
- b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.
- c. **Applicable Use Rights.**
- (i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.
- (ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.
- d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.
- e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.
- (i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.
- (ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.
- f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

operating division of Enrolled Affiliate or an Affiliate. (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

- b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from <http://www.microsoft.com/licensing/contracts> and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (including the applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.
- c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

## 6. *Term and termination.*

- a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.
- b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.
- c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.
- d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

- e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

- (i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

- d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (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; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) (i) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.
- e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software 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.

## **8. Confidentiality.**

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

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 that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("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 the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

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.

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.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

## **9. Privacy and compliance with laws.**

- a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.
- b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection

non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

## **12. 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 Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following:

- a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.
- b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate 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 for loss of use, loss of business information, loss of revenue, 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 all 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.

## **13. Verifying compliance.**

- a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.
- b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.
- c. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.



- n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.
- o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at <http://www.microsoft.com/enable>.
- p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.
- q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Country\* USA

Phone\* 951-955-2265 Fax

This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

### **3. Subscriptions manager.**

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity\* County of Riverside

Contact name\*: First Regina Last Funderburk

Contact email address\* RFunderburk@rivco.org

Street address\* 3450 14th Street, 4th Floor

City\* Riverside State/Province\* California Postal code\* 92501-3861

Country\* USA

Phone\* 951-955-2265 Fax

This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

### **4. Online services manager.**

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity\* County of Riverside

Contact name\*: First Luis Last Flores

Contact email address\* LFFlores@rivco.org

Street address\* 3450 14th Street, 4th Floor

City\* Riverside State/Province\* California Postal code\* 92501-3861

Country\* USA

Phone\* 951-955-8114 Fax

This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

### **5. Customer Support Manager (CSM).**

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity\* County of Riverside

Contact name\*: First Luis Last Flores

Contact email address\* LFFlores@rivco.org

Street address\* 3450 14th Street, 4th Floor

City\* Riverside State/Province\* California Postal code\* 92501-3861

Country\* USA

Phone\* 951-955-8114 Fax

### **6. Primary contact information.**

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity\* County of Riverside



# Program Signature Form

MBA/MBSA number

Agreement number

Proposal ID

**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Select Plus Agreement	X20-04874
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Select Plus Affiliate Registration Form	X20-04921
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
<b>Name of Entity (must be legal entity name)*</b> County of Riverside	
<b>Signature*</b>	FORM APPROVED COUNTY COUNSEL BY:  NEAL R. KIPNIS DATE: 7/17/13
<b>Printed First and Last Name*</b> Ines Mark	
<b>Printed Title*</b> Procurement Contract Specialist	
<b>Signature Date*</b> 07/17/2013	
<b>Tax ID</b> 95-6000930	

\* indicates required field

**Prepared By:** Name of Preparer  
Email of Preparer

# Select Plus License Program Agreement State and Local

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This Microsoft Select Plus Agreement is entered into between the entities identified on the signature form.

**Effective date.** The effective date of this agreement is the effective date of the first Affiliate Registration Form or the date Microsoft accepts this agreement, whichever is earlier.

This agreement consists of (1) the terms and conditions of this agreement and all attachments identified therein, (2) the Product List, (3) the Product Use Rights applicable to Products licensed under this agreement, (4) any Affiliate registration entered into under this agreement, and (5) any Order submitted under this agreement.

The parties agree to be bound by the terms of this agreement.

## ***Terms and Conditions***

### **1. Definitions.**

In this agreement the following definitions apply:

"Affiliate" means

- a. with regard to Customer
  - (i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;
  - (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

"Software Assurance" means an annuity offering that provides new version rights and other benefits for Products as described in the Product List;

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

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

## **2. How the Select Plus License program works.**

The Select Plus License program allows Registered Affiliates to acquire Licenses at discount pricing. Customer and Customer's Affiliates can participate in this program if Customer or Customer's Affiliate (1) submits an Order meeting the initial minimum order quantity, (2) maintains at least one active Qualifying Contract, or (3) has purchased the minimum order quantity during the 12 months preceding the effective date of this agreement. Notwithstanding any other provision of this agreement, only Registered Affiliates identified in a Registration Form will be responsible for complying with the terms of that registration, including the terms of this agreement incorporated by reference in that registration.

- a. **How Registered Affiliates acquire Licenses.** A Registered Affiliate will acquire its Licenses through its chosen Reseller. Orders will be made out to and submitted to the Registered Affiliate's Reseller. Microsoft will invoice that Reseller according to the terms in the applicable registration. *The Reseller and the Registered Affiliate will determine the Registered Affiliate's actual price and payment terms.*
- b. **Choosing and maintaining a Reseller.** Each Registered Affiliate must choose and maintain a Reseller authorized in the Registered Affiliate's region.
- c. **Online Services.** Online Services are provided as subscription services and are subject to the unique terms set forth in the Product Use Rights and the Product List.

## **3. How to establish price level.**

**Establishing price levels.** Each Product offering is assigned a point value on the Product List and is assigned to a Product pool. The Customer's price level for a pool applies to purchases made by all Registered Affiliates under this agreement. Throughout the term of this agreement, the Customer's price level for each Product and its associated Pool (Applications, Systems and Servers) will be level "D." Customer does not need to acquire Products in all pools. The price Microsoft will invoice Reseller will be based on Customer's price level for the pool of the Product ordered. *Throughout this agreement the term "price" refers to reference price.*

## **4. License grant — what Registered Affiliates are licensed to run.**

Registered Affiliates have the rights below once their registration is accepted by Microsoft. These rights apply to the Licenses obtained under this agreement and are not related to any order of, or fulfillment of, software media.

The ability to run current or later versions of a Product licensed under this agreement could be affected by minimum system requirements or other factors (e.g., hardware or other software).

- a. **General.** At any time after their registration has been accepted by Microsoft, a Registered Affiliate may run for its own benefit as many copies as it chooses, of any available Products it chooses, provided that it submits Orders for all copies in the month in which those copies are first run.
- b. **Use by Affiliates.** A Registered Affiliate may sublicense the right to use the Products ordered under this agreement to any of its Affiliates, but Affiliates may not sublicense these rights and their use must be consistent with the License terms contained in this agreement.

date, the Product Use Rights for the version licensed, not the version being run, will apply. However, if the earlier version includes components that are not part of the licensed version, any Product Use Rights specific to those components will apply to the Registered Affiliate's use of those components.

- b. **Reservation of rights.** All rights not expressly granted are reserved by Microsoft. In lieu of Customer's obligation to indemnify Microsoft under various provisions of the Product Use Rights, Customer will be responsible for any cost or damages arising from any claim to which Customer's indemnity obligation would otherwise apply.

## 6. ***How to order Product Licenses.***

- a. **Placing Orders.** Registered Affiliate may purchase Licenses and Online Services Microsoft makes available under this program by placing Orders with Registered Affiliate's authorized Reseller. The price and payment terms for all Orders will be determined by agreement between Registered Affiliate and its Reseller. When placing orders, a Registered Affiliate must specify the country or countries where the Registered Affiliate will use the Licenses.

Microsoft may refuse to accept an Order if Microsoft has a business reason to do so. Microsoft may change the Products and subscription services available under this program.

- b. **When is the Registered Affiliate eligible to order just Software Assurance?** A Registered Affiliate may order Software Assurance for copies of a Product, without the need to simultaneously order a new License for those copies, in each of the following circumstances:

- (i) Registered Affiliate may order Software Assurance for copies of Products for which the Registered Affiliate has previously obtained perpetual Licenses through Upgrade Advantage, Software Assurance, or any similar upgrade protection, so long as the Order for Software Assurance under this Agreement becomes effective no later than one day following the expiration of that upgrade protection, and (2) Registered Affiliate submits an order for another term of Software Assurance for those Licenses prior to or at the expiration of the previous term.

- (ii) During the term of the Agreement (including any renewal term), a Registered Affiliate may be eligible to order Software Assurance for copies of certain Products licensed through retail sources or from an original equipment manufacturer ("OEM"), provided that the Registered Affiliate places its Order within the required time frame. The Product List at <http://www.microsoft.com/licensing/contracts> identifies those Products that may be enrolled in Software Assurance and the applicable time frame for placing an Order.

- (iii) A Registered Affiliate may also order Software Assurance in any other circumstances expressly permitted in the Product List.

- (iv) A Registered Affiliate may renew Software Assurance ordered under this Agreement at the time it renews its Order as described in the section titled "How to renew an Order."

- c. **How to confirm Orders.** Information about Orders, including an electronic confirmation of each Order, will be provided in a password-protected site on the World Wide Web at <https://www.microsoft.com/licensing/servicecenter/> or a successor site that will be identified. Upon Microsoft's acceptance of this agreement, Registered Affiliate's contact identified for this purpose will be provided access to this site.

- d. **Invoices and payments.** For any Orders for Software Assurance or L&SA, if the Registered Affiliate elects to spread its payments over three years rather than payment in a lump sum, it may make this election with its Reseller. In such cases, Microsoft will invoice the Registered Affiliate's Reseller in installments, the first installment upon receipt of the Order and subsequent installments on each anniversary of the Order or the Affiliate anniversary month. Any amounts for Licenses only (i.e. without accompanying Software Assurance) will be invoiced to the Registered Affiliate's Reseller in full upon receipt of the Order.

your state's jurisdiction and geographic boundaries; and (iii) any other entity expressly authorized by the laws of your state to purchase under state contracts, or (b) an unaffiliated third party in connection with a privatization of an affiliate of agency as set forth in (a) above or of an operating division of the Enrolled Affiliate or one of its affiliates as set forth in (a) above, a reorganization, or a consolidation.

Customer must notify Microsoft of a transfer of license by completing a transfer notice form, which can be obtained from <http://www.microsoft.com/licensing/contracts> and send the completed form to Microsoft before the license transfer. No License transfer will be valid unless Customer provides to the transferee, and the transferee accepts in writing, the applicable Product Use Rights, use restrictions, limitations of liability (including exclusions and warranty provisions), and the transfer restrictions described in this section. Any license transfer not made in compliance with this section will be void.

**b. Internal Reassignment of Licenses and Software Assurance.**

- (i) **For Products other than the desktop operating system upgrade.** For Products other than the desktop operating system upgrade, Registered Affiliate may internally reassign Licenses to an Affiliate. However, Registered Affiliate may not reassign Licenses on a short-term basis (90 days or less), or reassign Software Assurance or other upgrade coverage separately from the underlying License, except as provided otherwise in this agreement.
- (ii) **For desktop operating systems.** The Registered Affiliate may not reassign desktop operating system upgrade Licenses from one computer to another. The Registered Affiliate may internally reassign Software Assurance coverage on desktop operating systems upgrades from the original computer to a replacement computer internally, as long as (1) the replacement computer is licensed to run the latest version of that operating system, and (2) the Registered Affiliate removes any desktop operating system upgrades from the original computer.

**9. Term and termination.**

- a. **Term.** This agreement will remain in effect unless it is terminated by either party as described below.
- b. **Termination without cause.** Either party may terminate this agreement without cause upon 60 days written notice. Such termination will merely terminate either party's and its Registered Affiliates' ability to place Orders under this agreement. Such termination will not affect any Orders not otherwise terminated, and any terms of this agreement applicable to any Orders not otherwise terminated will continue in effect with respect to that Order.
- c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.
- d. **Termination for breach.** Either party to an Order may terminate it if the other party materially breaches its obligations under this agreement, including any obligation to pay amounts owed. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice and opportunity to cure. If Microsoft gives such notice to a Registered Affiliate, Microsoft will give Customer a copy of that notice as well and Customer agrees to assist in attempting to resolve the problem. If the problem also affects other Affiliate registrations and cannot be resolved between Customer and Microsoft within a reasonable period of time, Microsoft may also terminate this agreement and all other Affiliate registrations under it, unless the basis for termination of the registration is non-appropriation of funds to the registered affiliate, in which event Microsoft may only terminate the affected registration(s). If a Registered Affiliate ceases to be an



## 11. **Restrictions on use.**

### **Registered Affiliate must not:**

- a. separate and use the components of a Product on two or more computers, upgrade or downgrade components at different times, or transfer components separately, except as provided in the Product Use Rights;
- b. reverse engineer, decompile or disassemble any Product or Fix, except where applicable law permits it despite this limitation; or
- c. distribute, sublicense, rent, lease, lend, or host any Product or Fix except as permitted by this Agreement, the Product Use Rights, or in a separate written agreement

## 12. **Confidentiality.**

To the extent permitted by applicable law, the terms and conditions of this Agreement is confidential. Neither party will disclose such terms and conditions, or the substance of any discussions that led to them, to any third party other than Affiliates or agents, or to designated or prospective resellers who: (1) have a need to know such information in order to assist in carrying out this agreement; and (2) have been instructed that all such information is to be handled in strict confidence.

For the avoidance doubt, the parties acknowledge that this Confidentiality provision recognizes that when there is a business need to do so, Microsoft and Customer may need to share/exchange their respective Confidential Information with each other to develop a more meaningful business relationship. This section provides Microsoft and Customer with a well-balanced, commercially reasonable and comprehensive set of confidentiality terms that enable both parties to share/exchange a wide range of Confidential Information with each other knowing with confidence that significant confidentiality protections are in place. The confidentiality terms denoted below do not govern Microsoft's handling of Customer Data. In all instances under this Agreement, Microsoft's handling of Customer Data shall be governed as described under various other provisions of this Agreement and by Microsoft's data security policy.

- a. **What is included.** "Confidential Information" is non-public information, know-how and Trade Secrets in any form that are designated as "confidential" or a reasonable person knows or reasonably should understand to be confidential. It includes non-public information regarding either party's products or customers, marketing and promotions, or the negotiated terms of Microsoft agreements.
- b. **What is not included.** The following types of information, however marked, are not Confidential Information. Information that:
  - (i) is, or becomes, publicly available without a breach of this agreement;
  - (ii) was lawfully known to the receiver of the information without an obligation to keep it confidential;
  - (iii) is received from another source who can disclose it lawfully and without an obligation to keep it confidential;
  - (iv) is independently developed; or
  - (v) is a comment or suggestion one party volunteers about the other's business, products or services.
- c. **Treatment of Confidential Information.**
  - (i) **In general.** Subject to the other terms of this agreement, each party agrees:
    - 1) it will not disclose the other's Confidential Information to third parties; and
    - 2) it will use and disclose the other's Confidential Information only for purposes of the parties' business relationship with each other.

- (ii) Products other than Online Services is one year from the date Customer first uses the Product; and
- c. **Limited warranty exclusions.** This limited warranty is subject to the following limitations:
  - (i) any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;
  - (ii) the limited warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with this agreement or the Product Use Rights, or resulting from events beyond Microsoft's reasonable control;
  - (iii) the limited warranty does not apply to components of Products that Customer is permitted to redistribute;
  - (iv) the limited warranty does not apply to free, trial, pre-release, or beta products; and
  - (v) the limited warranty does not apply to problems caused by the failure to meet minimum system requirements.
- d. **Remedies for breach of limited warranty.** If Microsoft fails to meet any of the above limited warranties and Customer notifies Microsoft within the warranty term, then Microsoft will:
  - (i) for Online Services, provide the remedies identified in the Service Level Agreement for the affected Online Service;
  - (ii) for Products other than Online Services, at its option either (1) return the price paid or (2) repair or replace the Product; and

These are Customer's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.
- e. **DISCLAIMER OF OTHER WARRANTIES. OTHER THAN THIS LIMITED WARRANTY, MICROSOFT PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. MICROSOFT DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES, OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.**

#### 14. ***Defense of infringement, misappropriation, and third party claims.***

- a. **Microsoft's agreement to protect.** Microsoft will defend Enrolled Affiliate against any claims made by an unaffiliated third party that any Product or Fix that is made available by Microsoft for a fee infringes that party's patent, copyright, or trademark or makes unlawful use of its Trade Secret. Microsoft will also pay the amount of any resulting adverse final judgment (or settlement to which Microsoft consents). This section provides Enrolled Affiliate's exclusive remedy for these claims.
- b. **Limitations on defense obligation.** Microsoft's obligations will not apply to the extent that the claim or award is based on:
  - (i) Customer Data, non-Microsoft software, modifications Enrolled Affiliate makes to, or any specifications or materials Enrolled Affiliate provides or makes available for, a Product or Fix. ;
  - (ii) Enrolled Affiliate's combination of the Product or Fix with a non-Microsoft product, data or business process; or damages based on the use of a non-Microsoft product, data or business process; ;
  - (iii) Enrolled Affiliate's use of either Microsoft Trademarks or the use or redistribution of a Product or Fix in violation of this agreement or any agreement incorporating its terms or;

\$5,000. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, these monetary limitations will not apply to:

- (i) Microsoft's and Customer's obligations under the section titled "Defense of infringement, misappropriation, and third party claims";
  - (ii) liability for damages caused by either party's gross negligence or willful misconduct, or that of its employees or its agents, and awarded by a court of final adjudication (provided that, in jurisdictions that do not recognize a legal distinction between "gross negligence" and "negligence," "gross negligence" as used in this subsection shall mean "recklessness");
  - (iii) liabilities arising out of any breach by either party of its obligations under the section entitled "Confidentiality", except that Microsoft's liability arising out of or in relation to Customer Data shall in all cases be limited to the amount Customer paid for the Online Service giving rise to that liability during the prior 12 months;
  - (iv) liability for personal injury or death caused by either party's negligence, or that of its employees or agents, or for fraudulent misrepresentation; and
  - (v) violation by either party of the other party's intellectual property rights.
- b. **EXCLUSION OF CERTAIN DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES, OR CONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATIONS (EXCEPT TO THE EXTENT THAT SUCH VIOLATION RELATES TO CUSTOMER DATA), THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR THE PARTIES' RESPECTIVE OBLIGATIONS IN THE SECTION TITLED "DEFENSE OF INFRINGEMENT, MISAPPROPRIATION, AND THIRD PARTY CLAIMS."**
- c. **Affiliates and Contractors.** Neither Microsoft nor Customer shall bring any action against the other's Affiliates or Contractors in respect of any matter disclaimed on their behalf in this agreement. Each party will indemnify the other in the event of any breach of this provision.

## 16. *Verifying compliance.*

- a. **Right to verify compliance.** Customer must keep records relating to the Products it and its Affiliates use or distribute. Microsoft has the right, to the extent permitted by applicable law, to verify compliance with the license terms for the Products, at Microsoft's expense.
- b. **Verification process and limitations.** Microsoft will provide customer at least 30 days' notice of its intent to verify compliance. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Customer's operations. Customer must promptly provide the independent auditor with any information it reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products Customer hosts, sublicenses, or distributes to third parties. As an alternative, Microsoft may require Customer to complete Microsoft's self-audit process relating to the Products Customer and any of its Affiliates use or distribute. Such information will be used solely for purposes of determining compliance.
- c. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use, Customer must within 30 days order sufficient licenses to cover its use. If there is no

- f. **Applicable law; dispute resolution.** The terms of this agreement will be governed by the laws of Registered Affiliate's state, without giving effect to its conflict of laws. Disputes relating to this agreement will be subject to applicable dispute resolution laws of Registered Affiliate's state.
- g. **This agreement is not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft software.
- h. **Entire agreement.** This agreement, the Product List, all registrations under this agreement, and the Product Use Rights constitute the entire agreement concerning the subject matter and supersede any prior or contemporaneous communications. In the case of a conflict between any of these documents that is not resolved expressly in the documents, their terms will control in the following order: (1) these terms and conditions and the accompanying signature form; (2) the Product List; (3) the Product Use Rights; (4) all registrations under this agreement; and (5) all Orders submitted under this agreement. The terms of any purchase order or any general terms and conditions Customer maintains do not apply.
- i. **Survival.** Provisions regarding ownership and License rights, fees, Product use rights, restrictions on use, evidence of perpetual Licenses, transfer of Licenses, warranties, defense of infringement and misappropriation claims, limitations of liability, confidentiality, compliance verification, open source license restrictions, obligations on termination or expiration and the other provisions in this section entitled "Miscellaneous" will survive termination or expiration of this agreement and of any agreement in which they are incorporated.
- j. **No transfer of ownership.** Microsoft does not transfer any ownership rights in any licensed Product. Microsoft reserves all rights not specifically granted. The Products are protected by copyright and other intellectual property rights laws and international treaties.
- k. **Free Products.** It is Microsoft's intent that the terms of this agreement and the Product Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Registered Affiliate is for the sole use and benefit of the Registered Affiliate, and is not provided for use by or personal benefit of any specific government employee.
- l. **Amending the agreement.** This agreement (except the Product List and the Product Use Rights) can be changed only by an amendment signed by both parties.
- m. **Resellers and other third parties cannot bind Microsoft.** Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- n. **Privacy and Security.** Microsoft and Enrolled Affiliate will each comply with all applicable privacy and data protection laws and regulations (including applicable security breach notification law). However, Microsoft is not responsible for compliance with any laws applicable to Enrolled Affiliate or Enrolled Affiliate's industry that are not also generally applicable to information technology services providers. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Enrolled Affiliate may choose to provide personal information to Microsoft on behalf of third parties (including Enrolled Affiliate's contacts, resellers, distributors, administrators, and employees) as part of this agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

The personal information Enrolled Affiliate provides in connection with this agreement will be processed according to the privacy statement available at <https://www.microsoft.com/licensing/servicecenter> (see footer), except that Product-specific privacy statements are in the Product use rights. Personal data collected through Products or Services may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities. By using the Products or Services, Customer consents to the foregoing. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce

# Microsoft Licensing, GP Document Summary Form

*\* This is for informational purposes only \**

**MSE#:**

**3-0000003183189**

(MSLI  
Tracking  
Number)

**Doc Type:**

**Signature Form**

*Do not modify the formatting or spacing of this Form above this text*

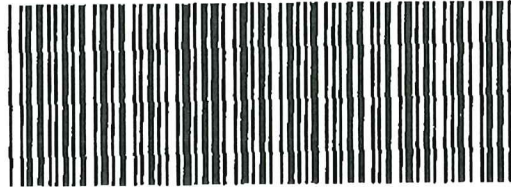
**Subsidiary:**

Country: **United States**

**Account Manager Name / Alias:**

**LAR/LAD/ESA:**

**Dell Inc.**



**Program/Versio**

**SLP SLG 2012**

(MSLI Scanning Code)

**ACCOUNT: County of Riverside**

4

Outsourcer Name:


Business Agreement Number:

Master Agreement Number: **7756479**

Agreement Number: **7657738**

Purchase Order Number:

**Comments:**

<b>Microsoft Affiliate</b>	
<b>Microsoft Licensing, GP</b>	
Signature _____ <i>Anthony Dulaney</i>	 <b>Microsoft</b> Microsoft Licensing, GP  <b>JUL 23 2013</b>  <b>Anthony Dulaney</b> Duly Authorized on behalf of Microsoft Licensing, GP
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Effective Date (may be different than Microsoft's signature date) <i>7/1/2013</i>	

Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)

<b>Customer</b>	
Name of Entity (must be legal entity name)*	
Signature* _____	
Printed First and Last Name*	
Printed Title*	
Signature Date*	

\* indicates required field

<b>Outsourcer</b>	
Name of Entity (must be legal entity name)*	
Signature* _____	
Printed First and Last Name*	
Printed Title*	
Signature Date*	

\* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

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

### Program Signature Form

MBA/MBSA number

Agreement number	8084445
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RIVCO-8084445-M-AMD2
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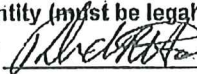
**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.
--

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
Amendment to Contract Documents	CTM-FWK-CTC-AGR (8084445)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* County of Riverside
Signature* 
Printed First and Last Name* RICHARD R. HAI
Printed Title SR. PROCUREMENT CONTRACT SPECIALIST
Signature Date* 01/30/2020
Tax ID

\* Indicates required field

FORM APPROVED COUNTY COUNSEL  
 BY:  SUSANNA N. OH  
 DATE 1/30/2020

## Amendment to Contract Documents

Agreement Number

8084445

RIVGO-8084445-M-  
AMD2

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

### Microsoft Services Amendment to the Enterprise Enrollment Federal, State and Local Government & Public Educational Institutions

Enrolled Affiliate is ordering Professional Services described in the attached Statement of Services (SOS) in connection with the Products licensed by Enrolled Affiliate under the Enrollment. The parties agree that the Enrollment is amended to add the following terms that shall apply to the services described in the SOS.

#### ***Terms and Conditions***

**1. Definitions.** All terms defined in the Agreement and the Enrollment shall apply to this Amendment unless otherwise stated. Additional terms are defined as follows:

"Customer" means the legal entity that has entered into the Agreement;

"Customer Data" means all data, including all text, source, software, image or video files that are provided to Microsoft by, or on behalf of, Customer and its Affiliates in connection with Professional Services;

"day" means a calendar day, except references that specify "business day";

"Fix" or "Fixes" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or that Microsoft provides to Customer when performing Professional Services to address a specific issue (including, but not limited to, workarounds, patches, bug fixes, beta fixes and beta builds);

"Microsoft" means the Microsoft Affiliate that has entered into the Agreement and its Affiliates, as appropriate;

"Pre-Existing Work" means any computer code or materials developed or otherwise obtained independently of the efforts of a party under a Statement of Services;

"Professional Services" means all Product support services and Microsoft consulting services or advice provided to Customer under this Amendment. "Professional Services" does not include Online Services;

"Service 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 the Professional Services;

"Statement of Services" means any work orders, services descriptions, or other description of Professional Services that incorporates this Amendment;



- f. **Reservation of Rights.** Products, Fixes, and Service Deliverables are protected by copyright and other Intellectual property rights laws and International treaties. Microsoft reserves all rights not expressly granted in this Agreement. No rights will be granted or implied by waiver or estoppel.
- g. **Supportability of Products.** Support for Products is available under the terms of a licensing agreement, a separate Statement of Services or under the terms set forth at <http://support.microsoft.com> or a successor site.

**4. Confidentiality.** Subject to the requirements of Customer's public records and trade secret laws (if any):

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, and the terms of this Amendment. It includes, but is not limited to, non-public information regarding either party's products, features, marketing and promotions, and the negotiated terms of any Statement of Services.

Confidential Information does not include information that (a) becomes publicly available without a breach of this Amendment, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

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 that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors, and consultants (collectively "Representatives") and then only on a need-to-know basis, under non-disclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other party'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.

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

These obligations apply for a period of five years after the confidential information is received.

**5. Compliance with applicable laws, privacy and security.**

- a. Customer consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Amendment. Customer will obtain all required consents from third parties (including Customer's contacts, resellers, distributors, administrators, and employees) under applicable privacy and data protection law before providing personal information to Microsoft.
- b. Personal information collected through Professional Services (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its contractors maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention and processing of personal data from the European Economic Area and Switzerland.
- c. **U.S. Export.** Microsoft Products, Fixes and Services Deliverables 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.

**6. Warranties.**

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

**9. Term and termination.** This Amendment will remain in effect until terminated.

Either party may terminate this Amendment at any time without cause by giving the other party at least 60 calendar days prior written notice. Terminating this Amendment will not affect any existing Statements of Services but will terminate the ability of the parties to enter into subsequent Statements of Services.

Customer may terminate a Statement of Services upon 30 days' notice. Either party to the Statement of Services may terminate it if the other party is in material breach or default of any obligation that is not cured within 30 calendar days' notice of such breach. Microsoft may terminate a Statement of Services if Customer fails to pay any invoice that is more than 60 days outstanding. Customer agrees to pay all fees for Professional Services performed and expenses incurred prior to termination and any additional amounts that may be specified in a Statement of Services. Upon Microsoft's receipt of payment for the Professional Services, Customer's interests in the Services Deliverables will vest.

**10. Miscellaneous.**

- a. Notices.** Notices must be sent to the address on the signature page of this Amendment or on an applicable Statement of Services. All notices, authorizations, and requests given or made in connection with this Amendment must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Customer about upcoming ordering deadlines, services and subscription information in electronic form, including by email to contacts provided by the Customer. Emails will be treated as delivered on the transmission date.
- b. Applicable law; dispute resolution.** This Amendment together with the applicable Statement of Services will be governed by the laws set forth in the Agreement.
- c. Severability.** If any provision of this Amendment is held to be unenforceable, the balance of the Amendment will remain in full force and effect.
- d. Waiver.** Failure to enforce any provision of this Amendment will not constitute a waiver. Any waiver must be made in writing and signed by an authorized representative of the waiving party.
- e. Survival.** All provisions survive termination or expiration of this Amendment, except those requiring performance only during the term of a Statement of Services.
- f. Microsoft as independent contractor.** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.
- g. Use of contractors.** Microsoft may use contractors to perform Professional Services but will be responsible for their performance subject to the terms of this Amendment.
- h. Insurance while performing Professional Services on Customer's premises.** Microsoft will maintain industry-appropriate insurance coverage at all times when performing Professional Services on Customer's premises under this Amendment via commercial insurance, self-insurance, or any other similar risk financing alternative. Microsoft will provide Customer with evidence of coverage on request.
- i. Amendments.** Any modification to this Amendment must be executed by both parties, except that Microsoft may change the Product Terms and Use Rights in accordance with the terms of the Agreement. Any additional or conflicting terms and conditions contained in Customer's purchase order are expressly rejected and will not apply.
- j. No transfer of ownership.** Microsoft does not transfer ownership rights in any Product. The Products are protected by copyright and other intellectual property rights, laws and international treaties.

**This Tenant Information - Excel Form must be used with the Multi-Tenant Enrollment Amendment ( M130/M423/H21/M459/Add Tenant Form) to be valid - If the Online service Manager Contact is a third party (not Enrolled Affiliate) please be aware that this contact receives personally identifiable information of the Customer and its Affiliates.**

**File Version: July\_2023**

Registration ID (required only in 25 countries)	Prior Enrollment (if renewal)	Tenant Affiliate Name (will be used as Tenant ID Name in CPS)*	Contact First Name*	Contact Last Name*	Online Service Manager Email*
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6211542 Azure Gov

Matt

Murray

[mjmurray.azgov22@countyofsb.org](mailto:mjmurray.azgov22@countyofsb.org)

# **Microsoft Server Cloud Enrollment (SCE) Volume Licensing Agreement**

## Program Signature Form

MBA/MBSA number

Agreement number  <b>8084445</b>
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<b>MB1024COBWING5</b>
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**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.
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This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Server and Cloud Enrollment	X20-12115
Product Selection Form	X20-12875
Enterprise Amendment	M423,CTM-CPT-OPT (NEW)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
<b>Name of Entity (must be legal entity name)*</b> County of Santa Barbara <b>Signature*</b> <b>Printed First and Last Name*</b> <b>Printed Title</b> <b>Signature Date*</b>
<b>Tax ID</b>

\* indicates required field

Microsoft Affiliate	
Microsoft Corporation	
<b>Signature</b>	<i>Denisse Martinez Martinez</i>
<b>Printed First and Last Name</b>	Denisse Martinez Martinez
<b>Printed Title</b>	Microsoft Authorized Signatory
<b>Signature Date</b> <small>(date Microsoft Affiliate countersigns)</small>	Nov-08-2024
<b>Agreement Effective Date</b>	
<small>(may be different than Microsoft's signature date)</small>	

**Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)**

Customer	
<b>Name of Entity (must be legal entity name)*</b>	
<b>Signature*</b>	
<b>Printed First and Last Name*</b>	
<b>Printed Title</b>	
<b>Signature Date*</b>	

*\* indicates required field*

Outsourcer	
<b>Name of Entity (must be legal entity name)*</b>	
<b>Signature*</b> _____	
<b>Printed First and Last Name*</b>	
<b>Printed Title</b>	
<b>Signature Date*</b>	

*\* indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Corporation**  
 Dept. 551, Volume Licensing  
 6880 Sierra Center Parkway  
 Reno, Nevada 89511  
 USA

## Server and Cloud Enrollment

## State and Local

Server and Cloud Enrollment  
number  
*Microsoft to complete*

70002076

Framework ID  
*(if applicable)*

Previous Enrollment number  
*Reseller to complete*

4874571

**This Enrollment must be attached to a signature form to be valid.**

This Microsoft Server and Cloud Enrollment is entered into between the entities identified on the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or Customer's Affiliate, that entered into the Enterprise Agreement identified on the signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, (6) the Online Services Supplemental Terms and Conditions if the Enterprise Agreement is a version 2010 or earlier and Enrolled Affiliate is ordering Online Services, and (7) any order submitted under this Enrollment. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement. If this Enrollment is entered into under an Enterprise Agreement version 2009 or earlier, the terms and conditions of this Enrollment supersede any conflicting terms and conditions in the Enterprise Agreement with respect to Products licensed under this Enrollment.

**Effective date.** If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

**Term.** The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. If the Enrollment is renewed, the renewal term will expire on the last day of the month, 36 full calendar months after the effective date of the renewal term.

**Prior Enrollment(s).** If renewing Software Assurance or Subscription Licenses from another Enrollment or agreement, the previous Enrollment or agreement number must be identified in the appropriate box above. If renewing from multiple Enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

## ***Terms and Conditions***

### ***1. Definitions.***

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions also apply:

"Additional Product" means any Product identified as such in the Product Terms, excluding any Server and Tools Product, and chosen by Enrolled Affiliate under this Enrollment.

“Azure Government Services” means one or more of the services or features Microsoft makes available to Enrolled Affiliate under this Enrollment and identified at <http://azure.microsoft.com/en-us/regions/#services>, which are Government Community Cloud Services.

“Baseline Agreements” means all Microsoft license agreements, including, without limitation, volume licensing agreements, OEM licenses and retail licenses, under which any Affiliate in the Enterprise uses the selected Server and Tools Products. Baseline Agreements do not include any Service Provider License Agreements or Independent Software Vendor Royalty License and Distribution Agreements under which the Enterprise has the right to provide software services or unified solutions to unaffiliated end users.

“Baseline Licenses” means Existing Baseline Licenses and New Baseline Licenses, collectively.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements. Membership in the Community is ultimately at Microsoft’s discretion, which may vary by Government Community Cloud Service.

“Existing Baseline Licenses” means all Licenses in use by any Affiliate in the Enterprise for the selected Server and Tools Products that were obtained under any Baseline Agreement before this Enrollment.

“Expiration Date” means the date upon which the Enrollment expires.

“Federal Agency” means a bureau, office, agency, department or other entity of the United States Government.

“Government” means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

“Government Community Cloud Services” means Microsoft Online Services that are provisioned in Microsoft’s multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

“Microsoft Azure Services” means one or more of the Microsoft Azure services or features made available to Enrolled Affiliate under this Enrollment by Microsoft and identified at <http://www.windowsazure.com/en-us/home/features/overview/>, except Microsoft Azure Marketplace (which is governed by separate terms).

“New Baseline Licenses” means the quantity of Licenses for Server and Tools Products ordered under this Enrollment in excess of the Existing Baseline Licenses.

“Product Family” or “Family” means the group of Products designated as a Product Family on the Product Selection Form.

“Product Selection Form” means the document provided by Microsoft or Enrolled Affiliate’s Reseller that (1) identifies all Baseline Licenses, (2) defines the Product Families, (3) establishes the Enrolled Affiliate’s price levels for each Product pool and (4) specifies the minimum quantity of Licenses that must be ordered to qualify for this Enrollment.

“Reseller” means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement.

“Reserved License” means for an Online Service identified as eligible for true-up in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

“Server and Tools Product” means any Product identified as such in the Product Selection Form and chosen by Enrolled Affiliate to be included under this Enrollment.

“State/Local Entity” means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district,



or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

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

## **2. Product Use Rights and Service Level Agreement.**

Enrolled Affiliate and its Enterprise may download, install and use software Products and access and use Online Services ordered under this Enrollment subject to the terms of this Enrollment, the applicable Use Rights and the Product Terms. In addition to applicable use rights terms of the Enterprise Agreement, the following terms apply to this Enrollment:

- a. All terms and conditions applicable to Microsoft Azure Services also apply to Azure Government Services, except as otherwise noted in the Use Rights and this Enrollment.
- b. **Use Rights for Server and Tools Products.** For Server and Tools Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

## **3. Order requirements.**

### **a. Minimum order requirements.**

#### **(i) Server and Tools Products.**

- 1) **Existing Baseline Licenses.** When ordering a Server and Tools Product other than Microsoft Azure, Enrolled Affiliate must identify all Existing Baseline Licenses for the applicable Server and Tools Product Family. Perpetual Licenses owned by the Enterprise but not identified as Existing Baseline Licenses in the applicable Product Family at the start of this Enrollment may not be used during this Enrollment term.
- 2) **Initial Order.** Enrolled Affiliate's initial order must meet the minimum purchase requirements for at least one Product Family. For every applicable Product Family except Microsoft Azure the initial order must also include the following:
  - A. Software Assurance on all perpetual Existing Baseline Licenses that have been continuously covered under Software Assurance;
  - B. License with Software Assurance or Subscription License for each Existing Baseline License that has not been continuously covered under Software Assurance; and
  - C. License with Software Assurance or Subscription Licenses for all New Baseline Licenses.
- 3) **Effect of Subscription License coverage on Existing Baseline Licenses.** If Enrolled Affiliate orders Subscription Licenses for any Existing Baseline Licenses, the following provisions will apply for the duration of this Enrollment, notwithstanding any provisions to the contrary in the Baseline Agreements:

- A. The use rights for those Existing Baseline Licenses will be superseded and replaced by the use rights for the Subscription Licenses.
  - B. The Existing Baseline Licenses shall be non-transferrable.
  - C. The Enrolled Affiliate and its Affiliates must continue to perform any obligations under their Baseline Agreement(s), including but not limited to making payments for any of the Existing Baseline Licenses.
  - D. When this Enrollment expires or is terminated, the Enrolled Affiliate or its Affiliates, as applicable, will have the rights under the Baseline Agreement(s) that it had as of the effective date of this Enrollment, unless it exercises its buy-out option as provided in this Enrollment.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.
- c. Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any subsequent orders.
- d. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term “price” refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- e. Adding Products.**
- (i) Adding new Products not previously ordered.**
    - 1) New Server and Tools Products may be added by contacting a Microsoft Account Manager or Reseller.
    - 2) New Server and Tools Products included in a previously ordered Product Family may be added at any time but must be included in the next annual true-up order.
    - 3) Orders for new Additional Products, other than Online Services, must be placed in the month the Additional Product is first used.
    - 4) Subscription Licenses for new Online Services other than Microsoft Azure Services must be ordered prior to use.
    - 5) Microsoft Azure Services may be added as provided in the Product Terms.
  - (ii) Adding Licenses for previously ordered Products.**
    - 1) Additional Licenses for previously ordered Products may be added at any time but must be included in the next annual true-up order.
    - 2) Additional Subscription Licenses for Online Services must be ordered prior to use unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- f. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) Annual order period.** A true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage,

but an annual true-up order or update statement must still be received by Microsoft during the annual order period.

- (ii) **True-up order.** Enrolled Affiliate must determine the maximum number of Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase. For Subscription Licenses for Products other than Online Services, the true-up order must indicate the initial use date(s) for each additional Subscription License ordered. For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use, and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iii) **Update statement.** An update statement must be submitted if there has been no change in the number of Products used within Enrolled Affiliate's Enterprise since the latter of the initial order, the last true-up order, or the prior anniversary date. This update statement must be signed by Enrolled Affiliate's authorized representative.

- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses only on the Enrollment anniversary date on a prospective basis if permitted in the Product Terms as follows:

- 1) For Server and Tools Products available as Subscription Licenses, Licenses may be reduced only as long as the minimum order requirements are maintained. If reducing Subscription Licenses that cover Existing Baseline Licenses, Enrolled Affiliate may not use or transfer those Existing Baseline Licenses for the remainder of the term.
- 2) For Online Services available as Additional Product Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, the applicable Subscription License will be cancelled.

Subscription Licenses added after the initial order may not be reduced on the anniversary date immediately following the order but must remain in effect at least until the subsequent anniversary date. Notwithstanding the foregoing, Microsoft Azure Monetary Commitment added after the initial order may be reduced on any anniversary date. Invoices will be adjusted to reflect any reductions in Subscription Licenses and will be effective as of the Enrollment anniversary date. Except as otherwise prohibited in this section, Enrolled Affiliate may reduce Subscription Licenses on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this sentence will be invoiced to the Enrolled Affiliate for the time period the licenses were made available.

- (v) **Late true-up order.** If the annual true-up order is not received when due:

- 1) Microsoft will invoice Enrolled Affiliate's Reseller for the following year for the quantity of Subscription Licenses ordered in the prior year; however, such invoice will not constitute a waiver of the annual order requirement;
- 2) Subscription License reductions will not take effect until the following Enrollment anniversary date (or at Enrollment renewal, as applicable); and
- 3) Microsoft may invoice Enrolled Affiliate's Reseller for all Reserved Licenses not previously invoiced.

- g. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

- (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up order process.

- (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled “Adding new Products not previously ordered,” then for additional step-up Licenses, by following the true-up order process.
- h. **Clerical Errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- i. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Agreement.

#### 4. **Pricing.**

- a. **Price levels.** Each Product is assigned to a Product pool as shown on the Product Terms. Price levels (A, B, C, or D) are set separately for each pool. Price levels for the applicable Product pools are set forth in the Product Selection Form. Enrolled Affiliate's price level for each Product pool under this Enrollment will be Level D.
- b. **Setting prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Microsoft's prices for Resellers for each Product or Service ordered (except for Microsoft Azure Services) are fixed throughout the applicable Enrollment term.

#### 5. **Payment terms.**

- a. **License with Software Assurance and Software Assurance.** For the initial and any renewal order for License with Software Assurance and Software Assurance, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments unless indicated otherwise. The first installment will be invoiced to Enrolled Affiliate's Reseller upon Microsoft's acceptance of this Enrollment and additional installments will be invoiced on each Enrollment anniversary date. Subsequent orders will be invoiced to Enrolled Affiliate's Reseller upon acceptance of the order and must be paid upfront.
- b. **Subscription Licenses (except Microsoft Azure Services).** Microsoft will invoice Enrolled Affiliate's Reseller annually in full upon acceptance of each order. Microsoft will invoice Reseller for annual orders on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront.
- c. **Microsoft Azure services.** Invoicing for Microsoft Azure Services is described in the Product Terms.

#### 6. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but for which it has not previously submitted an order.
- b. **End of term rights for Server and Tools Products.** Provided Enrolled Affiliate has paid for all required Licenses, including any Baseline Licenses, on the Expiration Date Enrolled Affiliate will have the following rights:

- (i) **Existing Baseline Licenses with continuous Software Assurance.** For perpetual Existing Baseline Licenses continuously covered by Software Assurance, Enrolled Affiliate will have perpetual Licenses to use the latest version of the Product available (or any prior version) as of the Expiration Date, provided that the Existing Baseline Licenses are fully paid.
    - (ii) **New Baseline Licenses.** For New Baseline Licenses (excluding Subscription Licenses), Enrolled Affiliate will have perpetual Licenses to use the latest version of the Product available (or any prior version) as of the Expiration Date.
- c. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products and Services by renewing this Enrollment for one additional 36 full calendar month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Enrolled Affiliate to enter into new agreements and Enrollments at renewal.
- d. **If Enrolled Affiliate elects not to renew.**
  - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
  - (ii) **Extended Term for eligible Online Services.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
    - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month (“Extended Term”) is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
    - 2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate’s termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.
  - (iii) **Subscription Licenses and Online Services without an Extended Term.** If Enrolled Affiliate elects not to renew or exercise its buy-out rights for Products eligible for buy-out, Subscription Licenses will be cancelled and will terminate as of the Expiration Date. Any associated software must be uninstalled, media must be destroyed and the Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- e. **Buy-out option.**
  - (i) **For Subscription Licenses.** Enrolled Affiliate may buy out active Subscription Licenses acquired under this Enrollment for Products other than Online Services and acquire perpetual Licenses for the latest version of the Product as of the Expiration Date by placing an order for such Licenses.

- (ii) **Buy-out order date.** Microsoft must receive the buy-out order no more than 30 days prior to the Expiration Date. The Expiration Date will be the invoice date for the buy-out order.
- f. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the “Termination for cause” Section of the Agreement. In addition, the following will constitute a breach of this Enrollment: (1) Enrolled Affiliate or any Affiliate in the Enterprise fails to timely pay for any existing Baseline License, (2) any existing Baseline Agreement is terminated for cause prior to full payment, or (3) Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- g. **Early termination.** If Enrolled Affiliate terminates this Enrollment as a result of a breach by Microsoft, or if Microsoft terminates this Enrollment because Enrolled Affiliate has ceased to be Customer’s Affiliate, then Enrolled Affiliate will have the following options for Licenses, excluding Subscription Licenses:
  - (i) It may immediately pay the total remaining amount due, including all installments, in which case, Enrolled Affiliate will have perpetual rights (1) for Server and Tools Products, as described in the section entitled “End of Term rights for Server and Tools Products” and (2) for Additional Products, for all Licenses (excluding Subscription Licenses) it has ordered (for the latest version of Products ordered under Software Assurance coverage in an initial or renewal term); or
  - (ii) It may pay only amounts due as of the termination date, in which case Enrolled Affiliate will have perpetual Licenses (for the latest version of Products ordered under Software Assurance coverage in an initial or renewal term) for (1) all copies of Products for which payment has been made in full, and (2) a proportional number of copies of Products it has ordered for which payment has been made.
- h. **Early termination for Subscription Licenses.** Notwithstanding anything to the contrary in any of the documents that collectively constitute the Enterprise Agreement, if an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates this Enrollment because Enrolled Affiliate has ceased to be Customer’s Affiliate, then Enrolled Affiliate will have the following options with respect to Subscription Licenses:
  - (i) Enrolled Affiliate may obtain perpetual Licenses as described in the section entitled “Buy-out option,” provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.
  - (ii) If not exercising the buy-out option, Enrolled Affiliate will receive a credit for any amount paid in advance that would apply after the date of termination.
- i. **Early termination for Online Services.** For Online Services, if an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates this Enrollment for regulatory reasons or because Enrolled Affiliate has ceased to be Customer’s Affiliate, then Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

## **7. Government Community Cloud.**

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate’s license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
  - (i) Government Community Cloud Services will be offered only within the United States.
  - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
  - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

## Enrollment Details

### 1. Enrolled Affiliate's Enterprise.

Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities.

Check **only one box** in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates.

Enrolled Affiliate only

Enrolled Affiliate and the following Affiliate(s):

Unless specifically identified above, all Affiliates of Customer, either existing at the execution of this Enrollment or created or acquired after the execution of this Enrollment, will be excluded from the Enterprise. To request that an additional Affiliate be included in Customer's Enterprise, Customer must identify an Affiliate to Microsoft in writing and provide any required documentation. Microsoft will reasonably review requests under this paragraph and may approve the inclusion of an Affiliate in Customer's Enterprise in its sole discretion.

### 2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (\*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The Primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes.

**Name of entity (must be legal entity name)\*** County of Santa Barbara

**Contact name: First\*** Virginia **Middle** **Last\*** Butterfield

**Contact email address\*** vmbfield@countyofsb.org

**Street address\*** 105 E Anapamu St

**City\*** Santa Barbara

**State/Province\*** CA

**Postal code\*** 93101-2000 -

(Please provide the zip + 4, e.g. xxxxx-xxxx)

**Country\*** United States

**Phone\*** 805.568.2607

**Tax ID**

*\* indicates required field*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.



Same as primary contact (default if no information is provided below, even if box is not checked)

**Name of entity\***: County of Santa Barbara

**Contact name: First\*** Virginia **Middle** **Last\*** Butterfield

**Contact email address\*** vmbfield@countyofsb.org

**Street address\*** 105 E Anapamu St

**City\*** Santa Barbara

**State/Province\*** CA

**Postal code\*** 93101-2000 -

(Please provide the zip + 4, e.g. xxxxx-xxxx)

**Country\*** United States

**Phone\*** 805.568.2607

**Language preference.** Choose the language for notices. English

This contact is a third party (not Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

*\* indicates required field*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

**Contact name: First\*** Virginia **Middle** **Last\*** Butterfield

**Contact email address\*** vmbfield@countyofsb.org

**Phone\*** 805.568.2607

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

*\* indicates required field*

- d. **Azure Services Administrator.** This contact is authorized to manage the Azure Services ordered under the Enrollment.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

**Contact name: First\*** Matt **Middle** **Last\*** Murray

**Contact email address\*** mjmmurray@countyofsb.org

**Phone** 805-568-2607

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

*\* indicates required field*

- e. **Reseller information.** Reseller's contact for this Enrollment is:

**Reseller company name\*** SHI International Corp.

**Street address (PO boxes will not be accepted)\*** 290 Davidson Ave

**City\*** Somerset

**State/Province\*** NJ

**Postal code\*** 08873-4145

**Country\*** United States

**Contact name\*** Christal Ramagado\*

**Phone\*** 1-888-764-8888

**Contact email address\*** Christal\_Ramagado@shi.com

*\* indicates required field*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

<b>Name of Reseller*</b> SHI International Corp.
<b>Signature*</b> <i>Christal Ramagado*</i>
<b>Printed name*</b> Christal Ramagado*
<b>Printed title*</b>
<b>Date*</b>

\* indicates required field

**Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- f. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the Notices Contact and Online Administrator remains the default.*
- (i) Additional Notices Contact
  - (ii) Software Assurance Manager
  - (iii) Subscriptions Manager
  - (iv) Customer Support Manager (CSM) contact

### 3. **Financing.**

Is a purchase under this Enrollment being financed through MS Financing?  Yes,  No.

### 4. **Upfront Payment.**

Does Enrolled Affiliate wish to pay upfront as allowed in the Payment terms section of this Enrollment?  
 Yes,  No.

## Previous Enrollment(s)/Agreement(s) Form

**Entity Name:** County of Santa Barbara

**Contract that this form is attached to:** SLG - Server and Cloud Enrollment

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	4874571	X	X

## Server and Cloud Enrollment Product Selection Form

**This document must be attached to a signature form to be valid.**

Terms used but not defined herein will have the meaning provided in the Enrollment.

**Price Levels for Server and Tools Products and Additional Products:**

**Instructions:** Include the agreement or enrollment name and number below that qualifies the Enrolled Affiliate for the price levels indicated in this Product Selection Form.

Agreement or Enrollment Name		Agreement or Enrollment Number	
None			
Server Pool Price Level	Applications Pool Price Level	Systems Pool Price Level	
D	D	D	

**Instructions:** Fill out the Product Selection Form (PSF), and the associated Customer Price Sheet (CPS) according to the table below.

Baseline Licenses at Enrollment Effective Date	Product Selection Form	Customer Price Sheet SKUs
Licenses with Software Assurance	Existing Baseline Licenses with continuous Software Assurance	SA
New Subscription Licenses	New Subscription Licenses	MSU
New Licenses	New Licenses with Software Assurance	LicSAPk

**Determining the number of Licenses and SKUs**

Enter the actual number of licenses in the PSF. Some SKUs (SQL and Biztalk) include more than one license. For such SKUs, divide the number of licenses on the PSF by the number of licenses included in each SKU to determine the quantity of SKUs to enter on the Customer Price Sheet.

**Product Selection Form**

Product selection		Baseline Licenses		
		<u>Existing Baseline Licenses</u>	<u>New Baseline Licenses</u>	
		Existing Licenses with Software Assurance	New Subscription Licenses	New Licenses with Software Assurance
Product Family	Server and Tools Product			
<b>SQL Server<sup>(1)</sup></b>	SQL Server Enterprise Per Core	36		
	SQL Server Standard Per Core	264		6
	SQL Server Standard Server	1		
	SQL Server CAL	4		
<b>BizTalk Server</b>	BizTalk Server Enterprise Per Core			
	BizTalk Server Standard Per Core			
	BizTalk Server Branch Per Core			
<b>Visual Studio</b>	Visual Studio Ultimate with MSDN	N/A <sup>(2)</sup>	N/A	N/A
	Visual Studio Premium with MSDN	N/A <sup>(2)</sup>	N/A	N/A
	Visual Studio Enterprise with MSDN			
	Visual Studio Enterprise with GitHub Enterprise	14		3
	Visual Studio Test Professional with MSDN	9		
	Azure DevOps Server CAL			

Product Selection		Baseline Licenses		
		<u>Existing Baseline Licenses</u>	<u>New Baseline Licenses</u>	
		Existing Licenses with Software Assurance	New Subscription Licenses	New Licenses with Software Assurance
Product Family	Server and Tools Product			
<b>Visual Studio (Continued)</b>	MSDN Platforms			
<b>SharePoint Server</b>	SharePoint Server			
<b>Azure</b>	Azure Monetary Commitment	The monetary commitment is tracked on the CPS if applicable		
<b>Core Infrastructure Suite</b>	CIS Datacenter	964		208
	CIS Standard	580		
	Windows Server Datacenter	(3)	N/A	N/A
	System Center Datacenter	(3)	N/A	N/A
	Windows Server Standard	(3)	N/A	N/A
	System Center Standard	(3)	N/A	N/A

(1) SQL Server Enterprise Edition Server (non-core) licenses are not required as part of the baseline, however SA renewal is available as an additional product. If customers choose not to renew SA, it cannot be attached later.

(2) Visual Studio Premium with MSDN and Visual Studio Ultimate with MSDN Existing Baseline Licenses should be counted as Visual Studio Enterprise with MSDN Licenses.

(3) Quantities of Windows Server and System Center Licenses with continuous Software Assurance can be combined to renew CIS SA as described in the Product Terms, or added to the CPS using the appropriate L+SA CIS w/o SKU where the quantity of each is different. For example, 100 Windows Server and 100 System Center licenses with Software Assurance can be combined as 100 CIS SA renewals (of the equivalent edition). 100 Windows Server and 50 System Center licenses with Software Assurance can be combined as 50 CIS licenses (of the equivalent edition) and 50 L&SA CIS w/o Windows Server.

(4) Quantities of Windows Server and System Center without continuous Software Assurance will be added as full CIS subscriptions.

## Minimum Purchase Requirements

Product Family	Minimum Initial Order
<b>SQL Server</b>	The quantity of SQL Per Core licenses needed for 50 cores OR 5 SQL Server editions with 250 CALs (SQL Server editions require CALs).
<b>BizTalk Server</b>	24 Cores of any combination of Biztalk Server Editions. The SQL Server product family must be selected in the above table.
<b>Visual Studio</b>	20 Licenses of any combination of: Visual Studio Enterprise with MSDN, Visual Studio Enterprise with GitHub Enterprise and MSDN Platforms. A Baseline License is required for each user of any software licensed through MSDN subscription. Use of MSDN Software includes, but is not limited to, developing and testing programs using the software as well as installing, configuring and managing the software. Examples of users include (but are not limited to): developers, testers, and other IT employees interacting with application development infrastructure.
<b>SharePoint Server</b>	5 Servers. The SQL Server product family must be selected in the above table.
<b>Core Infrastructure Suites</b>	All licensed Windows Server deployments must be licensed with an appropriate Core Infrastructure Suite SKU. Minimum order is 400 Core Licenses for Core Infrastructure Server Suites Standard or Datacenter (either edition or any combination of both).
<b>Azure Monetary Commitment</b>	<p>For commercial customers in Argentina, Australia, Austria, Belgium, Canada, Chile, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Jamaica, Italy, Lichtenstein, Luxemburg, Netherlands, Norway, Portugal, Puerto Rico, South Africa, Spain, Sweden, Switzerland, Trinidad &amp; Tobago, U.K., U.S., and Uruguay, Azure Monetary Commitment is no longer allowed to be purchased as the only Server and Tools Product.</p> <p>Otherwise, if Azure Monetary Commitment is the only Server and Tools Product selected and the Enrollment is versioned 2016 or later, the Minimum Initial Order for Monetary Commitment is 10 Monetary Commitment units per month.</p> <p>If Azure Monetary Commitment is not the only Server and Tools Product selected, the Minimum Initial Order for Monetary Commitment is 1 Monetary Commitment unit per month.</p>

## Amendment to Contract Documents

Enrollment Number

MB1024COBWING5

These amendments are entered into between the parties identified on the attached program signature form. They amend the Enrollment or Agreement identified above. All terms used but not defined in these amendments will have the same meanings provided in that Enrollment or Agreement.

## Server and Cloud Enrollment Multiple Azure Billing Tenants Under a Single Enrollment Amendment ID M423

### 1. *Definitions.*

“Azure Billing Tenant” means the environment established by Microsoft on its multi-tenant servers from which a customer accesses Microsoft Azure Services.

“Lead Enrollment” means the Enrollment identified above.

“Billing Tenant Enrollment” means the enrollment associated with an Azure Billing Tenant established for a Tenant Affiliate under this Amendment.

“Tenant Administrator” means any licensed user of an Azure Billing Tenant that has its role set to “Global Administrator” in the profile settings in the Tenant User Administration page of the tenant portal.

“Tenant Affiliate” means an Affiliate, department, or any user group included in the Enrolled Affiliate’s Enterprise who will access the Azure Billing Tenant that is identified in the Tenant Information Excel Form attached as an Appendix to this Amendment.

### 2. *The parties agree to the following Billing Tenant Enrollment Terms as follows:*

- a. **Tenant Affiliate Access and Enrolled Affiliate Obligations.** Each Tenant Affiliate may access each Azure Billing Tenant and its corresponding Billing Tenant Enrollment identified in the Tenant Information Excel Form attached as an Appendix to this Amendment. Enrolled Affiliate acknowledges and agrees that: (i) it is the sole Enrolled Affiliate; (ii) it is the sole Licensee with respect to each Billing Tenant Enrollment; and, (iii) it is solely responsible for ensuring that each of its Tenant Affiliate’s comply with the terms and conditions set forth in the Lead Enrollment and any subsequent amendment hereof.
- b. **Tenant Administrator User Credentials.** Each Tenant Administrator must have its own, unique, login credential and shall manage each Azure Billing Tenant separately. No two Azure Billing Tenants may share one Tenant Administrator login credential or data object(s).
- c. **Azure Prepayment.** Each Tenant Affiliate can purchase an Azure Prepayment; however, the allocated funds for such commitment cannot be transferred between Azure Billing Tenants and Tenant Affiliates.



**d. Purchasing**

- (i) Purchase eligibility. Billing Tenant Enrollments may only be used to purchase Microsoft Azure Services and Microsoft Azure Services Plans.
  - (ii) Pricing. The price for Microsoft Azure Services and Microsoft Azure Services Plans purchased under a Billing Tenant Enrollment will be based on the pricelist current as of the Billing Tenant Enrollment Effective Date. Any price adjustment to a Billing Tenant Enrollment will be applicable only to that Billing Tenant Enrollment.
  - (iii) Initial Order. Each Billing Tenant Enrollment must include an initial order.
  - (iv) Billing Tenant Enrollment Effective Date. The effective date of a Billing Tenant Enrollment will be the processing date of the initial order.
- e. Orders**. Enrolled Affiliate must submit separate orders, on behalf of each Billing Tenant Enrollment. Orders shall be governed by the terms set forth in the Lead Enrollment, except as specified in this Amendment. Orders are not transferrable between Billing Tenant Enrollments. Billing Tenant Enrollment acceptance and order reminders will be sent to the contact(s) identified on the Lead Enrollment only.
- f. Notices Contact and Online Services Manager**. Each Billing Tenant Enrollment, shall have its own Notices Contact and Online Services Manager as listed in the Tenant Information Excel Form attached as an Appendix to this Amendment. The Notices Contact and Online Services Manager is authorized to manage the Microsoft Azure Services obtained under the related Billing Tenant Enrollment.
- g.** The expiration date, anniversary dates, payment dates and applicable taxes for each Billing Tenant Enrollment shall be the same as in the Lead Enrollment.
- h.** Warning: If the Online service Manager Contact is third party (not Enrolled Affiliate) please be aware that this contact receives personally identifiable information of the Customer and it Affiliates.

**This Amendment must be attached to a signature form and accompanies by the Tenant Information Excel Form to be valid. The Number of Tenant (s) listed in the Tenant Information Excel form file is:1**

**Appendix Tenant Information Excel Form is attached**

# Server and Cloud Enrollment Custom Terms CTM

1. Enrolled Affiliate has a number of kiosks that is currently less than 200 that they would like protected with Microsoft Defender through Windows E5 Licensing. Windows E5 commercial is available per device at a slightly higher price but Windows E5 GCC is not available per device. To support the Enrolled Affiliate's use case, Microsoft will make an exception to the Product Terms and permit up to 200 Kiosk devices to be licensed with Windows E5 GCC by user to be licensed by device at a price that is equivalent to the Windows E5 per device commercial sku. Final price and order details will be between the Enrolled Affiliate and its reseller.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

Except for changes made by these amendments, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in these amendments and any provision in the Enrollment or Agreement identified above, these amendments shall control.

**This Amendment must be attached to a signature form to be valid.**

**Microsoft Internal Use Only:**

(M423)EnrMultiTenant(MultipleAzureBillingTenantsUnderASingleEnrollment)(WW)(ENG)(Mar2022)(IU).docx		M423	PLSS
G5 Device CTM.docx	CTM	CTM-CPT-OPT	BD

**Microsoft Products and Services  
Agreement (MPSA)  
Terms and Conditions, Registration, &  
Signature Page**

## Microsoft Products and Services Agreement

This Microsoft Products and Services Agreement (the "Agreement") is entered into between Customer and Microsoft. It includes the General Terms, the Professional Services Terms (if any), the Purchasing Account registration (if any), Use Rights, Licensing Manual and all documents referenced within those documents.

### General Terms

These General Terms apply to all of Customer's Purchasing Accounts. Capitalized terms have the meanings given in the "Definitions" section below.

#### 1. *Grants, rights and terms.*

All rights granted under this Agreement are non-exclusive and non-transferable (except as set forth in the "License transfers" section in the Purchasing Account registration) and apply as long as neither Customer nor any of its Affiliates is in material breach of this Agreement.

- a. **Software.** Upon acceptance of each order, Microsoft grants Customer a limited right to use the Software in the quantities ordered.
  - (i) **Use Rights.** The Use Rights in effect when Customer orders Software will apply to that Software, even if Customer chooses to use an earlier version. If the Software is covered by Software Assurance, when a new version is released, Customer may, at its option, (1) install and use the new version under the Use Rights in effect when the new version is released; or (2) continue to use the earlier version under the Use Rights applicable to either the earlier version or the new version.
  - (ii) **Temporary and perpetual licenses.** Licenses available on a subscription basis, rights to Online Services, and most Software Assurance rights are temporary. For all other licenses, the right to use Software becomes perpetual only when all applicable payments for that Software have been made and any applicable Software Assurance term has expired. To obtain rights for a newer version of Software through Software Assurance, Customer must maintain continuous Software Assurance coverage for its licenses for that Software. Licenses for a new version of Software obtained through Software Assurance replace any licenses for the earlier version.
- b. **Online Services.** Customer may use the Online Services as provided in this Agreement.
  - (i) **Online Services Terms.** The Online Services Terms in effect when Customer orders or renews a subscription to an Online Service will apply for the applicable subscription term. For Online Services that are billed periodically based on consumption, the Online Services Terms current at the start of each billing period will apply to usage during that period.
  - (ii) **Suspension.** Microsoft may suspend use of an Online Service during Customer's violation of the Acceptable Use Policy described in the Online Services Terms, failure to pay amounts due, or failure to respond to a claim of alleged infringement. Microsoft will give Customer notice before suspending an Online Service when reasonable, including 30 days' notice of a suspension for non-payment. Microsoft may de-provision seats for Online Services that Customer has self-provisioned if Customer does not promptly submit a reconciliation order for those seats.
- c. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.
- d. **Affiliates' rights.** Customer may sublicense its rights to use Products to its Affiliates, but Customer's Affiliates may not sublicense these rights. Customer is responsible for ensuring its Affiliates' compliance with this Agreement. Customer must notify Microsoft promptly if any Affiliate ceases to be an Affiliate of the Agreement Administrator.
- e. **Restrictions.** Customer must not (and is not licensed to): (1) reverse engineer, decompile or disassemble any Product or Fix, 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; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Except as expressly permitted in this Agreement, a Supplemental Agreement or Product documentation, Customer must not (and is not licensed to): (1) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (2) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.

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

- (i) **Right to verify compliance.** Customer must keep records relating to all use and distribution of Products by Customer and its Affiliates. Microsoft has the right, at its expense, to verify compliance with the Products' license terms. Customer must promptly provide any information reasonably requested by the independent auditors retained by Microsoft in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products that Customer hosts, sublicenses, or distributes to third parties. Customer agrees to complete Microsoft's self-audit process, which Microsoft may request as an alternative to a third party audit. Additional details about the process are included in the Licensing Manual.
- (ii) **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use of Products, then within 30 days (1) Customer must order sufficient licenses to cover its use, and (2) if unlicensed use is 5% or more, Customer must reimburse Microsoft for the costs Microsoft incurred in verification and acquire the necessary additional licenses at 125% of the price, based on the then-current price list and customer price level. The unlicensed use percentage is based on the total number of licenses purchased for current use compared to actual installed base. If there is no unlicensed use, Microsoft will not subject Customer to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other legal means.
- (iii) **Verification process.** Microsoft will notify Customer at least 30 days in advance of its intent to verify Customers' compliance with the license terms for the Products Customer and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not unreasonably interfere with Customers operations.

**2. Privacy and compliance with Laws.**

- a. Customer consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement and any Supplemental Agreement. Customer will obtain all required consents from third parties (including Customer's contacts, resellers, distributors, administrators, and employees) under applicable privacy and data protection laws before providing personal information to Microsoft.
- b. Personal information collected under this Agreement (1) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (2) will be subject to the privacy terms specified in the Use Rights. 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.
- c. **U.S. export.** Products and Fixes 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.

**3. Confidentiality.**

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data and the terms of Microsoft agreements. The Online Services Terms may provide additional obligations for, and limitations on disclosure and use of, Customer Data. Confidential Information does not include information that (1) becomes publicly available without a breach of this Agreement, (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.

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 that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("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 the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

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.

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.

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.

#### **4. Product warranties.**

##### **a. Limited warranties and remedies.**

- (i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date Customer is first licensed for that version. If it does not, and Customer notifies Microsoft within the warranty term, then Microsoft will, at its option, (1) return the price Customer paid for the Software license or (2) repair or replace the Software.
- (ii) **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 in the SLA.

The remedies above are Customer's sole remedies for breach of the warranties in this section. Customer waives any breach of 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, pre-release or beta products, or to components of Products that Customer is permitted to redistribute.
- c. Disclaimer.** **Except for the limited warranties above, 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.**

#### **5. 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 or Fix 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 infringement under commercially reasonable terms, it may, at its option, either: (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Customer's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services 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 or Fix 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 against any third-party claim to the extent it alleges that: (1) any Customer Data or non-Microsoft software 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 or Fix, alone or in combination with anything else, violates the law or harms a third party.

#### **6. Limitation of liability.**

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

- a. **Online Services.** For Online Services, Microsoft's maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Online Service 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 all 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.

## **7. Term and termination.**

- a. **Term.** This Agreement is effective until terminated by a party, as described below.
- b. **Termination without cause.** The Agreement Administrator or Microsoft may terminate this Agreement without cause on 60 days' notice. Termination without cause will not affect any existing orders or Supplemental Agreements, but Customer will no longer be able to place orders, register Purchasing Accounts, or enter into Supplemental Agreements after the effective date of termination.
- c. **Termination for cause.** If a party breaches this Agreement or any Supplemental Agreement, the other party may terminate the breached agreement (in whole or in part, including orders) upon notice. If the breach is curable within 30 days, then the terminating party must provide 30 days' notice to the breaching party and an opportunity to cure the breach. Microsoft may terminate a Customer's right to place orders if Customer ceases to be an Affiliate of the Agreement Administrator.
- d. **Effect of termination.** If Customer terminates this Agreement due to a breach by Microsoft, then
  - (i) For subscription-based Products (including Online Services), Customer will receive a credit for any amount paid for a usage period after the termination date.
  - (ii) For consumption-based Products, Customer must (1) pay for Products consumed as of the termination date and (2) will receive a credit for any Product for which it has paid but not consumed.
  - (iii) For other Software, Customer may either (1) pay all remaining amounts due under the Agreement, in which case it will have perpetual rights for all such Software ordered, or (2) pay only the amounts due as of the termination date, in which case it will have perpetual licenses for all fully-paid Software licenses and a pro rata number of Software licenses for which partial payment has been made. In each case, if the Software licenses are covered by Software Assurance, the perpetual licenses will be for the latest version of the Software at termination.

## **8. Ordering, pricing, and payment.**

- a. **Ordering Products.** To order Products under this Agreement, Customer must be a legal entity that is an Affiliate of the Agreement Administrator and establish one or more Purchasing Accounts by executing a Purchasing Account registration for each Purchasing Account.
- b. **Pricing and payment.** The Partner or Microsoft Affiliate that invoices Customer will set Customer's pricing and payment terms for that invoice. Microsoft annually reviews price levels used, as described in the Licensing Manual. Customer will pay the amount due according to the payment terms.
- c. **Payment terms for Microsoft invoices.** If a Microsoft Affiliate invoices Customer, Customer must pay Microsoft according to the terms, payment methods and in the currency stated on Microsoft's invoice. The terms of any extension of credit under this Agreement may be modified or withdrawn by Microsoft upon notice. Microsoft may assess a finance charge on all past due amounts, payable on demand and equal to the lesser of an annual rate of 24% and the highest amount allowed by law, applied from the first day the amount is past due until paid in full.
- d. **Taxes.** If any amounts are to be paid to Microsoft, the amounts owed are exclusive of any taxes, unless specified on the invoice as tax inclusive. Customer shall 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 or taxes on its property ownership.

If any taxes are required to be withheld on payments to 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.

## **9. Miscellaneous.**

- a. Partners.** Customer may authorize a Partner to place orders on Customer's behalf and manage Customer's purchases by associating the Partner with a Purchasing Account. 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. Microsoft may pay some Partners and other third parties for their services related to Customer purchases. The fees Microsoft pays depend upon several factors, including the number and types of licenses ordered.
- b. Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance, subject to the terms of this Agreement.
- c. Microsoft as independent contractor.** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.
- d. Notices.** Notices to Microsoft must be sent to the address listed on the applicable registration or Supplemental Agreement. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Customer about upcoming ordering deadlines, services and subscription information in electronic form, including by email, to contacts provided by Customer under the Purchasing Account registration or other documents or sites. Emails will be treated as delivered on the transmission date.
- e. Agreement not exclusive.** Customer is free to enter into agreements to license, use, or promote non-Microsoft products or services.
- f. Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order of descending priority: (1) these General Terms, (2) any Professional Services Terms; (3) any Purchasing Account registration, (4) any Supplemental Agreement, (5) the Licensing Manual, (6) the Product Terms, (7) the Online Services Terms, (8) orders submitted under this Agreement, and (9) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.
- g. Amendments.** Any amendment to this Agreement or any Supplemental Agreement must be executed by both parties, except that Microsoft may change the Product Terms, Use Rights and Licensing Manual from time to time, subject to the terms of this Agreement. Any additional or conflicting terms and conditions contained in Customer's or a Partner's purchase order are expressly rejected and will not apply. Microsoft may require Customer to sign a new agreement or an amendment to an existing agreement before processing a new order or accepting a Purchasing Account registration.
- h. Assignment.** Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. 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.
- i. Applicable law.** Except as noted in any Professional Services Terms, this Agreement shall be governed by and construed in accordance with the laws specified in the Purchasing Account registration.
- j. Dispute resolution.** When bringing any action arising under this Agreement or any Supplemental Agreement, the parties agree to the following exclusive venues:
  - (i)** If Microsoft brings the action, the venue will be where Customer has its headquarters.
  - (ii)** 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, U.S.A.
  - (iii)** If Customer brings the action against a Microsoft Affiliate located in Europe, and not also against Microsoft or a Microsoft Affiliate located outside of Europe, the venue will be 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.



- k. Severability.** If any provision in this Agreement is held to be unenforceable, the balance of the Agreement will remain in full force and effect.
- l. 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.
- m. No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.
- n. Survival.** All provisions survive termination of this Agreement except those requiring performance only during the term of the Agreement.

## **10. Country-specific provisions.**

The country-specific provisions available at the Licensing Site replace or supplement the relevant provisions of this Agreement based on the Customer's location and in any case where the law of the jurisdictions listed in the country-specific provisions gets applied.

## **11. Definitions.**

"Affiliate," unless otherwise defined in the Purchasing Account type terms, means any legal entity that a party owns, or is owned by, or that is under common ownership with that party. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

"Agreement Administrator," or a successor term, means the legal entity that manages this Agreement. By default, the first Customer to execute this Agreement is the Agreement Administrator.

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

"Customer" means a legal entity that enters into this Agreement by executing a Purchasing Account registration or Supplemental Agreement.

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

"day" means a calendar day.

"Fix" means a Product fix, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"Licensing Manual" means the document that provides information about this Agreement, such as price levels and ordering rules. The Licensing Manual document is on the Licensing Site and is updated from time to time.

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

"Microsoft" means the Microsoft entity that counter-executed Customer's Purchasing Account registration or Supplemental Agreement and its Affiliates (as appropriate).

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product 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 sell Products to Customer.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Licensing Site and is updated from time to time.

"Purchasing Account" means the account that Customer authorizes to manage orders and payment under this Agreement and is established by executing a Purchasing Account registration.

"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 on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" means an offering that provides new version rights for Products and other benefits, as further described in the Product Terms and the Licensing Manual.

"Supplemental Agreement" means any agreement that incorporates this Agreement.

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

"Use Rights" means the use rights or 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. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

## Professional Services Terms

These terms are part of the Agreement and apply to any consulting and support services Microsoft performs ("Professional Services"). Professional Services Microsoft performs will be described in a work order or other description of services that incorporates the Agreement (a "Statement of Services"). Any computer code or materials other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services are considered "Services Deliverables."

- a. Pre-existing work.** All rights in any computer code or other written materials developed or otherwise obtained independent of this Agreement ("Pre-existing Work") will remain the sole property of the party providing it. Each party may use, reproduce and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services.
- b. Services Deliverables.** Upon payment in full for the Professional Services, Microsoft grants Customer a non-exclusive, non-transferable, perpetual license to reproduce, use and modify the Services Deliverables solely for Customer's internal business purposes, subject to the terms and conditions in this Agreement.
- c. Use of technical information from Professional Services.** Microsoft may use any technical information it derives from providing Professional Services for problem resolution, troubleshooting, product functionality enhancements, Fixes, and for Microsoft's knowledge base. Microsoft agrees not to identify Customer or disclose any of Customer's Confidential Information as part of such use.
- d. Professional Services warranty.** Microsoft warrants that it will perform Professional Services with professional care and skill. If Microsoft fails to do so and Customer notifies Microsoft within 90 days of the date the Professional Services were performed, then Microsoft will, at its discretion and as Customer's sole remedy for the breach of the warranty, either re-perform the Professional Services or return the price Customer paid for them. **This warranty is subject to the "exclusions" and "disclaimer" terms of the Warranties section in the General Terms.**
- e. Professional Services limitation of liability.** The total liability of each party for Professional Services under this Agreement and any Supplemental Agreement that incorporates its terms is limited to direct damages up to the amount Customer was required to pay under the applicable Statement of Services. In the case of services provided free of charge, or code Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages up to U.S. \$5,000. **This limitation of liability is subject to the "Exclusions" and "Exceptions" terms in the General Terms.**
- f. Compliance with laws.** Microsoft and Customer will each comply with all applicable laws and regulations. However, Microsoft is not responsible for compliance with any laws or regulations applicable to Customer or Customer's industry that are not also generally applicable to information technology services providers.
- g. Professional Services termination.** If Customer terminates a Statement of Services as a result of a breach by Microsoft, Customer must pay all amounts due under the Statement of Services as of the termination date. Upon Microsoft's receipt of payment for the Professional Services, Customer's interests in the Services Deliverables will vest. Microsoft has no obligation to continue to provide Professional Services if Customer fails to make timely payment for the Professional Services.
- h. Applicable law and dispute resolution for Professional Services.** The terms of each Statement of Services will be governed by and construed in accordance with the law of the jurisdiction where the Microsoft Affiliate delivering the Professional Services is organized. If Customer brings an action to enforce a Statement of Services, the venue will lie where the Microsoft Affiliate delivering the services has its headquarters.
- i. Certain terms.** Services Deliverables are deemed "Products" for purposes of all rights and obligations in the sections of the General Terms titled "Affiliates' rights," "Restrictions," "Reservation of rights," "Privacy and Compliance with Laws," "Defense of third party claims" and "Taxes." The parties may agree to change any of the terms in this "Professional Services Terms" section in a Statement of Services.

# Microsoft Products & Services Agreement Registration

**Microsoft Products & Services Agreement (MPSA) Number:** 4100150125

**Version:** 2016May

**Agreement Language:** English

**Agreement Administrator Purchasing Account Number:** 0006012476

## **Customer Legal Entity Name:** County of Santa Barbara

By executing this registration, Customer registers the following Purchasing Account(s) under the Agreement and accepts the terms of the Agreement. Capitalized terms used but not defined in this registration have the definitions in the Agreement. To register a Purchasing Account, Customer must be a legal entity and Affiliate of the Agreement Administrator.

By providing contact information, Customer consents to (1) the use of such information for purposes of administering purchases under the Agreement and any Supplemental Agreement by Microsoft, its Affiliates, and other parties that help administer the Agreement and (2) disclosure of information related to Customer's Agreement to the contact(s) identified. Each party will notify the other if any of the contact information changes.

## **Purchasing Accounts**

Customer registers a Purchasing Account to manage orders of Products under the Agreement. Customer can register itself as the Purchasing Account or identify a business unit within Customer's organization that will manage orders and payment for the Customer. In either case the Customer identified on the signature form for this registration is the legal entity for the Agreement.

**Purchasing Account name:** County of Santa Barbara

Purchasing Account number:	0006012476
Purchasing Account type:	Government
Address:	105 E. Anapamu Suite 304
City:	Santa Barbara
State/Province:	California
Postal code:	93101-2067
Country/Region:	United States
Within City Limits:	Yes

**Purchasing Account contact:** This is an individual within Customer's organization who will serve as the main contact and administrator for the Purchasing Account and who will receive contractual notices from Microsoft. Customer authorizes this individual to establish the Purchasing Account's electronic identity which is required for online administrator access to the Microsoft Business Center. This contact's access to the Microsoft Business Center is used for purposes of managing agreements and Products associated with this Purchasing Account, and granting online access and permissions to others as needed to support managing the Purchasing Account.

First and last name	Virginia Butterfield
Email address	vmbfield@countyofsb.org
Phone number	8055682607
Preferred language	English

**Anniversary month:** October

Customer may align the subscription term for a Product to this anniversary month.

**Eligible for Government Community Cloud:** Yes

**Cloud Deployment Model:** Government Community Cloud

The Government Community Cloud (GCC) is a way to store government data in a segregated community cloud. Only Government customers in the United States are eligible to use Government Community Cloud Services (defined below), which store Customer Data in the GCC.

**Important:** By electing to store its data in the GCC and use Government Community Cloud Services, Customer certifies that it is a member of the Community (defined below) and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. If Customer is (1) not a member of the Community, (2) fails to maintain the conditions of membership in the Community, or (3) uses Government Community Cloud Services to provide services to non-Community members, Customer understands that Microsoft may terminate Customer's license(s) to use the Government Community Cloud Services without notice. If Microsoft terminates Customer's license(s) to use the Government Community Cloud Services, Microsoft will retain any Customer Data in accordance with the data retention policy described in the Online Services Terms. **Customer is solely responsible for ensuring that it is and remains eligible to store its data in the GCC and use Government Community Cloud Services.**

"Community" means the community consisting of one or more of the following: (1) a Government, (2) a Customer using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

**Professional Services Included:** No

The section titled Professional Services Terms is excluded from this Agreement.

**License transfers.** License transfers are not permitted, except that Customer may transfer only fully-paid perpetual licenses to (1) an Affiliate or (2) a third party, solely in connection with the transfer of hardware or employees to whom the licenses have been assigned to the third party 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 and its Affiliates must uninstall and discontinue using the licensed Product and render any copies unusable. The Licensing Manual describes the requirements for license transfers. Attempted license transfers that do not comply with this Agreement are void.

**Applicable Law:** This Agreement will be governed by and construed in accordance with the laws of Customer's state, without regard to conflict of laws principles. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement.

**Government Customer Affiliate Definition.** With regard to Customer, "Affiliate" means any eligible entity, as defined in the applicable Microsoft Government Eligibility Definition located at the Licensing Site, that:

- a. is a government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or that supervises Customer or of which Customer is a part, or that is under common supervision with Customer;
- b. is a county, borough, commonwealth, city, municipality, town, township, parish, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state

or local jurisdiction and is located within Customer's state or local jurisdiction and geographic boundaries;

c. is in Customer's state or local jurisdiction that is expressly authorized by the laws of Customer's state or local jurisdiction to purchase under state or local government contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliate; or d. has legislative authority to control or supervise Customer.

**Government Pricing.** In addition to the pricing terms above, Customer may qualify for government pricing. To qualify for government pricing, Customer and its Affiliates must satisfy the applicable Microsoft Government Eligibility Definition located at the Licensing Site. Microsoft reserves the right to verify Customer's and its Affiliates' eligibility for government pricing at any time and suspend the Agreement if such eligibility requirements are not met.

**Termination for non-appropriation of funds.** In addition to the rights granted in the "Term and Termination" section of this Agreement, Customer may terminate this Agreement without liability, penalty or further obligation to make payments (other than payments for outstanding invoices or for Products ordered but for which Customer has not yet been invoiced) if funds to make payments under the Agreement are not appropriated or allocated for such purpose. If Customer terminates the Agreement for non-appropriation of funds, or Microsoft terminates for non-payment due to non-appropriation of funds, then the following applies:

- a. For subscription-based Products (including Online Services), Customer may use the Products for the period for which Customer has paid, even if such period extends beyond the termination date.
- b. For other Software Products, Customer may either (1) pay all remaining amounts due under the Agreement, in which case it will have perpetual rights for all Products ordered or (2) pay only the amounts due as of the termination date, in which case it will have perpetual licenses for all fully-paid Products and a pro rata number of perpetual licenses for Products for which it has partially paid. In each case, if Software Assurance coverage applies, the perpetual licenses Customer receives will be for the version of Products ordered as of the date the Software Assurance coverage expires.

## Purchasing Account registration signature

By signing below, Customer acknowledges that it has received, read and understands all contract documents identified in the Purchasing Account registration, including the Microsoft Products and Services Agreement, any amendments, and all documents incorporated by reference (collectively, the "Agreement"), and accepts the terms and conditions set forth in all such documents. The Agreement will take effect upon acceptance by Microsoft. Customer must be a legal entity that is an Affiliate of the Agreement Administrator to execute a Purchasing Account registration.

The Agreement Administrator and Purchasing Account contacts will receive an acceptance notification from Microsoft confirming the effective date of this Agreement. When Customer is associating a Purchasing Account with an Affiliate's Microsoft Products and Services Agreement, it must obtain a copy of that agreement from its Affiliate if not presented as part of this registration.

### Customer

Customer Legal Entity Name: County of Santa Barbara  
Country/Region: United States  
Address: 105 E. Anapamu  
Suite 304  
City: Santa Barbara  
State/Province: California  
Postal Code: 93101-2067  
Phone number:  
Within City Limits: Yes

### Customer Signatory

Printed first and last name: Virginia Butterfield  
Job title: Service Operations Manager  
Phone number: 8055682607  
Email address: vmbfield@countyofsb.org  
Preferred language: English

Authorized Customer Signature:

Authorized Customer Signature Date:

### Microsoft Affiliate

Affiliate: Microsoft Corporation  
Printed first and last name: Joshua Farlow  
Affiliate ID:

Authorized Microsoft Affiliate signature:

Microsoft Affiliate signature date:

Effective date:

When this agreement is executed by Microsoft, Customer will receive a copy.

**Microsoft Corporation**

Dept. 551, Volume Licensing  
6100 Neil Road, Suite 210  
Reno, Nevada 89511-1137 United States

**Partner**

Customer has selected the following Partner for the Purchasing Account(s) identified in this registration. Partner will assist Customer with managing the Agreement and place orders on behalf of Customer under the Agreement.

Entity Name: SHI International CorpATTN: SHI International Corp  
Account Number: 0005005700  
Street address: 290 Davidson Avenue  
City: Somerset  
State/Province: New Jersey  
Postal Code: 08873-4145  
Country: United States  
Phone number: 334-293-7101

First and last name: Sarah Latini  
Phone number: 8887648888  
Email address: msteam@shi.com  
Preferred language: English  
Job title: Contracts Specialist

## **Quotes from SHI International Corp.**





Pricing Proposal  
Quotation #: 25497479  
Reference #: SCE Renewal  
Created On: 11/4/2024  
Valid Until: 12/4/2024

## CA-County of Santa Barbara

### Virginia Butterfield

105 E Anapamu St  
Santa Barbara, CA 93101  
United States  
Phone: 8055682625  
Fax:  
Email: vbutterfield@countyofsb.org

## Microsoft Inside Account Manager

### Aidan FitzGerald

290 Davidson Ave  
Somerset, NJ 08873  
Phone: 732-652-6371  
Fax:  
Email: aidan\_fitzgerald@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Visual Studio Ent with GitHub ALng LSA Microsoft - Part#: QEJ-00001 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2025 – 12/31/2025 <b>Note:</b> Year 1	3	\$1,955.88	\$5,867.64
2 Visual Studio Ent with GitHub ALng SA Microsoft - Part#: QEJ-00003 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2025 – 12/31/2025 <b>Note:</b> Year 1	14	\$1,017.03	\$14,238.42
3 Visual Studio Test Pro MSDN ALng SA Microsoft - Part#: L5D-00162 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2025 – 12/31/2025 <b>Note:</b> Year 1	9	\$292.75	\$2,634.75
4 CIS Suite Datacenter Core ALng LSA 16L Microsoft - Part#: 9GS-00128 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2025 – 12/31/2025 <b>Note:</b> Year 1	12	\$2,633.49	\$31,601.88
5 CIS Suite Datacenter Core ALng LSA 2L Microsoft - Part#: 9GS-00495 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2025 – 12/31/2025 <b>Note:</b> Year 1	8	\$329.42	\$2,635.36
6 CIS Suite Datacenter Core ALng SA 16L Microsoft - Part#: 9GS-00130	51	\$1,261.49	\$64,335.99

Contract Name: County of Riverside - Microsoft  
Contract #: ITARC-00929  
Coverage Term: 1/1/2025 – 12/31/2025  
**Note:** Year 1

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7	CIS Suite Datacenter Core ALng SA 2L Microsoft - Part#: 9GS-00135 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2025 – 12/31/2025 <b>Note:</b> Year 1	74	\$157.72	\$11,671.28
8	CIS Suite Standard Core ALng SA 16L Microsoft - Part#: 9GA-00310 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2025 – 12/31/2025 <b>Note:</b> Year 1	34	\$269.21	\$9,153.14
9	CIS Suite Standard Core ALng SA 2L Microsoft - Part#: 9GA-00313 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2025 – 12/31/2025 <b>Note:</b> Year 1	18	\$33.85	\$609.30
10	SQL CAL ALng SA Device CAL Microsoft - Part#: 359-00792 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2025 – 12/31/2025 <b>Note:</b> Year 1	4	\$35.67	\$142.68
11	SQL Server Enterprise Core ALng SA 2L Microsoft - Part#: 7JQ-00343 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2025 – 12/31/2025 <b>Note:</b> Year 1	18	\$2,345.60	\$42,220.80
12	SQL Server Standard ALng SA Microsoft - Part#: 228-04433 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2025 – 12/31/2025 <b>Note:</b> Year 1	1	\$153.23	\$153.23
13	SQL Server Standard Core ALng LSA 2L Microsoft - Part#: 7NQ-00302 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2025 – 12/31/2025 <b>Note:</b> Year 1	3	\$1,277.01	\$3,831.03
14	SQL Server Standard Core ALng SA 2L Microsoft - Part#: 7NQ-00292 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2025 – 12/31/2025 <b>Note:</b> Year 1	132	\$611.70	\$80,744.40
15	Project Professional ALng SA 1 Server CAL	2	\$210.25	\$420.50

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Microsoft - Part#: H30-00238  
Contract Name: County of Riverside - Microsoft  
Contract #: ITARC-00929  
Coverage Term: 1/1/2025 – 12/31/2025  
**Note:** Year 1

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16 Project Standard ALng SA 7 \$127.99 \$895.93  
Microsoft - Part#: 076-01912  
Contract Name: County of Riverside - Microsoft  
Contract #: ITARC-00929  
Coverage Term: 1/1/2025 – 12/31/2025  
**Note:** Year 1

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17 Visio Professional ALng SA 101 \$109.79 \$11,088.79  
Microsoft - Part#: D87-01159  
Contract Name: County of Riverside - Microsoft  
Contract #: ITARC-00929  
Coverage Term: 1/1/2025 – 12/31/2025  
**Note:** Year 1

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18 Visio Standard ALng SA 20 \$56.41 \$1,128.20  
Microsoft - Part#: D86-01253  
Contract Name: County of Riverside - Microsoft  
Contract #: ITARC-00929  
Coverage Term: 1/1/2025 – 12/31/2025  
**Note:** Year 1

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19 Visual Studio Pro with GitHub ALng LSA 4 \$350.01 \$1,400.04  
Microsoft - Part#: QEK-00001  
Contract Name: County of Riverside - Microsoft  
Contract #: ITARC-00929  
Coverage Term: 1/1/2025 – 12/31/2025  
**Note:** Year 1

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20 Visual Studio Pro with GitHub ALng SA 48 \$306.70 \$14,721.60  
Microsoft - Part#: QEK-00003  
Contract Name: County of Riverside - Microsoft  
Contract #: ITARC-00929  
Coverage Term: 1/1/2025 – 12/31/2025  
**Note:** Year 1

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21 Win Remote Desktop Services CAL ALng SA DCAL 262 \$19.65 \$5,148.30  
Microsoft - Part#: 6VC-01253  
Contract Name: County of Riverside - Microsoft  
Contract #: ITARC-00929  
Coverage Term: 1/1/2025 – 12/31/2025  
**Note:** Year 1

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22 Win Remote Desktop Services CAL ALng SA UCAL 589 \$23.66 \$13,935.74  
Microsoft - Part#: 6VC-01254  
Contract Name: County of Riverside - Microsoft  
Contract #: ITARC-00929  
Coverage Term: 1/1/2025 – 12/31/2025  
**Note:** Year 1

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23 GitHub Enterprise Sub Per User 15 \$190.56 \$2,858.40  
Microsoft - Part#: PEY-00002  
Contract Name: County of Riverside - Microsoft  
Contract #: ITARC-00929  
Coverage Term: 1/1/2025 – 12/31/2025  
**Note:** Year 1

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24	Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2025 – 12/31/2025 <b>Note:</b> Year 1	125	\$136.06	\$17,010.00
25	Win G5 GCC Sub Per User Microsoft - Part#: AAF-21862 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2025 – 12/31/2025 <b>Note:</b> Year 1	196	\$119.40	\$23,402.40
26	Azure Monetary Commitment Provision Microsoft - Part#: AAA-35418 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2025 – 12/31/2025 <b>Note:</b> Year 1	1	\$0.00	\$0.00
27	EOA Exchange Online GCC Sub Per User Microsoft - Part#: 4ES-00001 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2025 – 12/31/2025 <b>Note:</b> Year 1	7	\$28.20	\$197.40
28	Exchange Online P2 GCC SU Exchange Online Kiosk Per User Microsoft - Part#: 3NS-00004 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2025 – 12/31/2025 <b>Note:</b> Year 1	23	\$51.24	\$1,178.52
29	M365 F3 Unified GCC Sub Per User Microsoft - Part#: AAD-63092 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2025 – 12/31/2025 <b>Note:</b> Year 1	631	\$82.92	\$52,322.52
30	M365 F5 Security + Compliance GCC Sub Add-on Microsoft - Part#: 91C-00004 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2025 – 12/31/2025 <b>Note:</b> Year 1	631	\$134.64	\$84,957.84
31	Phone Resource Account GCC Sub Phone System Virtual User Microsoft - Part#: RMU-00004 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2025 – 12/31/2025 <b>Note:</b> Year 1	20	\$0.00	\$0.00
32	Planner & Project P3 GCC Sub Per User Microsoft - Part#: 7MS-00001 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2025 – 12/31/2025 <b>Note:</b> Year 1	22	\$272.28	\$5,990.16

33	Power Automate GCC Sub Per User Microsoft - Part#: SFR-00001 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2025 – 12/31/2025 <b>Note:</b> Year 1	1	\$160.20	\$160.20
34	Teams Domestic Calling Plan GCC Sub 120 Min Per User Microsoft - Part#: LM9-00003 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2025 – 12/31/2025 <b>Note:</b> Year 1	65	\$63.36	\$4,118.40
35	Teams Domestic Calling Plan GCC Sub Phone System Per User Microsoft - Part#: LM9-00029 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2025 – 12/31/2025 <b>Note:</b> Year 1	1	\$85.44	\$85.44
36	Teams Premium Introductory Pricing GCC Sub Per User Microsoft - Part#: WFK-00004 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2025 – 12/31/2025 <b>Note:</b> Year 1	1	\$74.76	\$74.76
37	Teams Rooms Pro GCC Sub Per Device Microsoft - Part#: VA1-00001 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2025 – 12/31/2025 <b>Note:</b> Year 1	49	\$427.08	\$20,926.92
38	AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision Microsoft - Part#: J5U-00004 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2025 – 12/31/2025 <b>Note:</b> Year 1	1	\$0.00	\$0.00
39	Visual Studio Ent with GitHub ALng LSA Microsoft - Part#: QEJ-00001 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2026 – 12/31/2026 <b>Note:</b> Year 2	3	\$1,955.88	\$5,867.64
40	Visual Studio Ent with GitHub ALng SA Microsoft - Part#: QEJ-00003 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2026 – 12/31/2026 <b>Note:</b> Year 2	14	\$1,017.03	\$14,238.42
41	Visual Studio Test Pro MSDN ALng SA Microsoft - Part#: L5D-00162 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2026 – 12/31/2026	9	\$292.75	\$2,634.75

Note: Year 2

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42	CIS Suite Datacenter Core ALng LSA 16L Microsoft - Part#: 9GS-00128 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2026 – 12/31/2026 <b>Note:</b> Year 2	12	\$2,633.49	\$31,601.88
43	CIS Suite Datacenter Core ALng LSA 2L Microsoft - Part#: 9GS-00495 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2026 – 12/31/2026 <b>Note:</b> Year 2	8	\$329.42	\$2,635.36
44	CIS Suite Datacenter Core ALng SA 16L Microsoft - Part#: 9GS-00130 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2026 – 12/31/2026 <b>Note:</b> Year 2	51	\$1,261.49	\$64,335.99
45	CIS Suite Datacenter Core ALng SA 2L Microsoft - Part#: 9GS-00135 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2026 – 12/31/2026 <b>Note:</b> Year 2	74	\$157.72	\$11,671.28
46	CIS Suite Standard Core ALng SA 16L Microsoft - Part#: 9GA-00310 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2026 – 12/31/2026 <b>Note:</b> Year 2	34	\$269.21	\$9,153.14
47	CIS Suite Standard Core ALng SA 2L Microsoft - Part#: 9GA-00313 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2026 – 12/31/2026 <b>Note:</b> Year 2	18	\$33.85	\$609.30
48	SQL CAL ALng SA Device CAL Microsoft - Part#: 359-00792 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2026 – 12/31/2026 <b>Note:</b> Year 2	4	\$35.67	\$142.68
49	SQL Server Enterprise Core ALng SA 2L Microsoft - Part#: 7JQ-00343 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2026 – 12/31/2026 <b>Note:</b> Year 2	18	\$2,345.60	\$42,220.80
50	SQL Server Standard ALng SA Microsoft - Part#: 228-04433 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929	1	\$153.23	\$153.23

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Coverage Term: 1/1/2026 – 12/31/2026

**Note:** Year 2

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51	SQL Server Standard Core ALng LSA 2L Microsoft - Part#: 7NQ-00302 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2026 – 12/31/2026 <b>Note:</b> Year 2	3	\$1,277.01	\$3,831.03
52	SQL Server Standard Core ALng SA 2L Microsoft - Part#: 7NQ-00292 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2026 – 12/31/2026 <b>Note:</b> Year 2	132	\$611.70	\$80,744.40
53	Project Professional ALng SA 1 Server CAL Microsoft - Part#: H30-00238 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2026 – 12/31/2026 <b>Note:</b> Year 2	2	\$210.25	\$420.50
54	Project Standard ALng SA Microsoft - Part#: 076-01912 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2026 – 12/31/2026 <b>Note:</b> Year 2	7	\$127.99	\$895.93
55	Visio Professional ALng SA Microsoft - Part#: D87-01159 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2026 – 12/31/2026 <b>Note:</b> Year 2	101	\$109.79	\$11,088.79
56	Visio Standard ALng SA Microsoft - Part#: D86-01253 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2026 – 12/31/2026 <b>Note:</b> Year 2	20	\$56.41	\$1,128.20
57	Visual Studio Pro with GitHub ALng LSA Microsoft - Part#: QEK-00001 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2026 – 12/31/2026 <b>Note:</b> Year 2	4	\$350.01	\$1,400.04
58	Visual Studio Pro with GitHub ALng SA Microsoft - Part#: QEK-00003 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2026 – 12/31/2026 <b>Note:</b> Year 2	48	\$306.70	\$14,721.60
59	Win Remote Desktop Services CAL ALng SA DCAL Microsoft - Part#: 6VC-01253 Contract Name: County of Riverside - Microsoft	262	\$19.65	\$5,148.30

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Contract #: ITARC-00929  
Coverage Term: 1/1/2026 – 12/31/2026  
**Note:** Year 2

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60	Win Remote Desktop Services CAL ALng SA UCAL Microsoft - Part#: 6VC-01254 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2026 – 12/31/2026 <b>Note:</b> Year 2	589	\$23.66	\$13,935.74
61	GitHub Enterprise Sub Per User Microsoft - Part#: PEY-00002 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2026 – 12/31/2026 <b>Note:</b> Year 2	15	\$190.56	\$2,858.40
62	Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2026 – 12/31/2026 <b>Note:</b> Year 2	125	\$136.08	\$17,010.00
63	Win G5 GCC Sub Per User Microsoft - Part#: AAF-21862 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2026 – 12/31/2026 <b>Note:</b> Year 2	196	\$119.40	\$23,402.40
64	Azure Monetary Commitment Provision Microsoft - Part#: AAA-35418 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2026 – 12/31/2026 <b>Note:</b> Year 2	1	\$0.00	\$0.00
65	EOA Exchange Online GCC Sub Per User Microsoft - Part#: 4ES-00001 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2026 – 12/31/2026 <b>Note:</b> Year 2	7	\$28.20	\$197.40
66	Exchange Online P2 GCC SU Exchange Online Kiosk Per User Microsoft - Part#: 3NS-00004 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2026 – 12/31/2026 <b>Note:</b> Year 2	23	\$51.24	\$1,178.52
67	M365 F3 Unified GCC Sub Per User Microsoft - Part#: AAD-63092 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2026 – 12/31/2026 <b>Note:</b> Year 2	631	\$82.92	\$52,322.52
68	M365 F5 Security + Compliance GCC Sub Add-on Microsoft - Part#: 91C-00004	631	\$134.64	\$84,957.84

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Contract Name: County of Riverside - Microsoft  
Contract #: ITARC-00929  
Coverage Term: 1/1/2026 – 12/31/2026  
**Note:** Year 2

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69	Phone Resource Account GCC Sub Phone System Virtual User Microsoft - Part#: RMU-00004 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2026 – 12/31/2026 <b>Note:</b> Year 2	20	\$0.00	\$0.00
70	Planner & Project P3 GCC Sub Per User Microsoft - Part#: 7MS-00001 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2026 – 12/31/2026 <b>Note:</b> Year 2	22	\$272.28	\$5,990.16
71	Power Automate GCC Sub Per User Microsoft - Part#: SFR-00001 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2026 – 12/31/2026 <b>Note:</b> Year 2	1	\$160.20	\$160.20
72	Teams Domestic Calling Plan GCC Sub 120 Min Per User Microsoft - Part#: LM9-00003 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2026 – 12/31/2026 <b>Note:</b> Year 2	65	\$63.36	\$4,118.40
73	Teams Domestic Calling Plan GCC Sub Phone System Per User Microsoft - Part#: LM9-00029 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2026 – 12/31/2026 <b>Note:</b> Year 2	1	\$85.44	\$85.44
74	Teams Premium Introductory Pricing GCC Sub Per User Microsoft - Part#: WFK-00004 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2026 – 12/31/2026 <b>Note:</b> Year 2	1	\$74.76	\$74.76
75	Teams Rooms Pro GCC Sub Per Device Microsoft - Part#: VA1-00001 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2026 – 12/31/2026 <b>Note:</b> Year 2	49	\$427.08	\$20,926.92
76	AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision Microsoft - Part#: J5U-00004 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2026 – 12/31/2026 <b>Note:</b> Year 2	1	\$0.00	\$0.00
77	Visual Studio Ent with GitHub ALng LSA	3	\$1,955.88	\$5,867.64

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Microsoft - Part#: QEJ-00001  
Contract Name: County of Riverside - Microsoft  
Contract #: ITARC-00929  
Coverage Term: 1/1/2027 – 12/31/2027  
**Note:** Year 3

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78 Visual Studio Ent with GitHub ALng SA 14 \$1,017.03 \$14,238.42  
Microsoft - Part#: QEJ-00003  
Contract Name: County of Riverside - Microsoft  
Contract #: ITARC-00929  
Coverage Term: 1/1/2027 – 12/31/2027  
**Note:** Year 3

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79 Visual Studio Test Pro MSDN ALng SA 9 \$292.75 \$2,634.75  
Microsoft - Part#: L5D-00162  
Contract Name: County of Riverside - Microsoft  
Contract #: ITARC-00929  
Coverage Term: 1/1/2027 – 12/31/2027  
**Note:** Year 3

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80 CIS Suite Datacenter Core ALng LSA 16L 12 \$2,633.49 \$31,601.88  
Microsoft - Part#: 9GS-00128  
Contract Name: County of Riverside - Microsoft  
Contract #: ITARC-00929  
Coverage Term: 1/1/2027 – 12/31/2027  
**Note:** Year 3

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81 CIS Suite Datacenter Core ALng LSA 2L 8 \$329.42 \$2,635.36  
Microsoft - Part#: 9GS-00495  
Contract Name: County of Riverside - Microsoft  
Contract #: ITARC-00929  
Coverage Term: 1/1/2027 – 12/31/2027  
**Note:** Year 3

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82 CIS Suite Datacenter Core ALng SA 16L 51 \$1,261.49 \$64,335.99  
Microsoft - Part#: 9GS-00130  
Contract Name: County of Riverside - Microsoft  
Contract #: ITARC-00929  
Coverage Term: 1/1/2027 – 12/31/2027  
**Note:** Year 3

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83 CIS Suite Datacenter Core ALng SA 2L 74 \$157.72 \$11,671.28  
Microsoft - Part#: 9GS-00135  
Contract Name: County of Riverside - Microsoft  
Contract #: ITARC-00929  
Coverage Term: 1/1/2027 – 12/31/2027  
**Note:** Year 3

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84 CIS Suite Standard Core ALng SA 16L 34 \$269.21 \$9,153.14  
Microsoft - Part#: 9GA-00310  
Contract Name: County of Riverside - Microsoft  
Contract #: ITARC-00929  
Coverage Term: 1/1/2027 – 12/31/2027  
**Note:** Year 3

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85 CIS Suite Standard Core ALng SA 2L 18 \$33.85 \$609.30  
Microsoft - Part#: 9GA-00313  
Contract Name: County of Riverside - Microsoft  
Contract #: ITARC-00929  
Coverage Term: 1/1/2027 – 12/31/2027  
**Note:** Year 3

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86	SQL CAL ALNg SA Device CAL Microsoft - Part#: 359-00792 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2027 – 12/31/2027 <b>Note:</b> Year 3		4	\$35.67	\$142.66
87	SQL Server Enterprise Core ALNg SA 2L Microsoft - Part#: 7JQ-00343 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2027 – 12/31/2027 <b>Note:</b> Year 3		18	\$2,345.60	\$42,220.80
88	SQL Server Standard ALNg SA Microsoft - Part#: 228-04433 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2027 – 12/31/2027 <b>Note:</b> Year 3		1	\$153.23	\$153.23
89	SQL Server Standard Core ALNg LSA 2L Microsoft - Part#: 7NQ-00302 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2027 – 12/31/2027 <b>Note:</b> Year 3		3	\$1,277.01	\$3,831.03
90	SQL Server Standard Core ALNg SA 2L Microsoft - Part#: 7NQ-00292 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2027 – 12/31/2027 <b>Note:</b> Year 3		132	\$611.70	\$80,744.40
91	Project Professional ALNg SA 1 Server CAL Microsoft - Part#: H30-00238 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2027 – 12/31/2027 <b>Note:</b> Year 3		2	\$210.25	\$420.50
92	Project Standard ALNg SA Microsoft - Part#: 076-01912 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2027 – 12/31/2027 <b>Note:</b> Year 3		7	\$127.99	\$895.93
93	Visio Professional ALNg SA Microsoft - Part#: D87-01159 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2027 – 12/31/2027 <b>Note:</b> Year 3		101	\$109.79	\$11,088.79
94	Visio Standard ALNg SA Microsoft - Part#: D86-01253 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2027 – 12/31/2027 <b>Note:</b> Year 3		20	\$56.41	\$1,128.20

95	Visual Studio Pro with GitHub ALng LSA Microsoft - Part#: QEK-00001 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2027 – 12/31/2027 <b>Note:</b> Year 3	4	\$350.01	\$1,400.04
96	Visual Studio Pro with GitHub ALng SA Microsoft - Part#: QEK-00003 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2027 – 12/31/2027 <b>Note:</b> Year 3	48	\$306.70	\$14,721.60
97	Win Remote Desktop Services CAL ALng SA DCAL Microsoft - Part#: 6VC-01253 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2027 – 12/31/2027 <b>Note:</b> Year 3	262	\$19.65	\$5,148.30
98	Win Remote Desktop Services CAL ALng SA UCAL Microsoft - Part#: 6VC-01254 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2027 – 12/31/2027 <b>Note:</b> Year 3	589	\$23.66	\$13,935.74
99	GitHub Enterprise Sub Per User Microsoft - Part#: PEY-00002 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2027 – 12/31/2027 <b>Note:</b> Year 3	15	\$190.56	\$2,858.40
100	Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2027 – 12/31/2027 <b>Note:</b> Year 3	125	\$136.08	\$17,010.00
101	Win G5 GCC Sub Per User Microsoft - Part#: AAF-21862 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2027 – 12/31/2027 <b>Note:</b> Year 3	196	\$119.40	\$23,402.40
102	Azure Monetary Commitment Provision Microsoft - Part#: AAA-35418 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2027 – 12/31/2027 <b>Note:</b> Year 3	1	\$0.00	\$0.00
103	EOA Exchange Online GCC Sub Per User Microsoft - Part#: 4ES-00001 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2027 – 12/31/2027	7	\$28.20	\$197.40

Note: Year 3

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104	Exchange Online P2 GCC SU Exchange Online Kiosk Per User Microsoft - Part#: 3NS-00004 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2027 – 12/31/2027 <b>Note:</b> Year 3	23	\$51.24	\$1,178.52
<hr/>				
105	M365 F3 Unified GCC Sub Per User Microsoft - Part#: AAD-63092 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2027 – 12/31/2027 <b>Note:</b> Year 3	631	\$82.92	\$52,322.52
<hr/>				
106	M365 F5 Security + Compliance GCC Sub Add-on Microsoft - Part#: 91C-00004 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2027 – 12/31/2027 <b>Note:</b> Year 3	631	\$134.64	\$84,957.84
<hr/>				
107	Phone Resource Account GCC Sub Phone System Virtual User Microsoft - Part#: RMU-00004 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2027 – 12/31/2027 <b>Note:</b> Year 3	20	\$0.00	\$0.00
<hr/>				
108	Planner & Project P3 GCC Sub Per User Microsoft - Part#: 7MS-00001 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2027 – 12/31/2027 <b>Note:</b> Year 3	22	\$272.28	\$5,990.16
<hr/>				
109	Power Automate GCC Sub Per User Microsoft - Part#: SFR-00001 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2027 – 12/31/2027 <b>Note:</b> Year 3	1	\$160.20	\$160.20
<hr/>				
110	Teams Domestic Calling Plan GCC Sub 120 Min Per User Microsoft - Part#: LM9-00003 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2027 – 12/31/2027 <b>Note:</b> Year 3	65	\$63.36	\$4,118.40
<hr/>				
111	Teams Domestic Calling Plan GCC Sub Phone System Per User Microsoft - Part#: LM9-00029 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2027 – 12/31/2027 <b>Note:</b> Year 3	1	\$85.44	\$85.44
<hr/>				
112	Teams Premium Introductory Pricing GCC Sub Per User Microsoft - Part#: WFK-00004 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929	1	\$74.76	\$74.76

Coverage Term: 1/1/2027 – 12/31/2027

**Note:** Year 3

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113 Teams Rooms Pro GCC Sub Per Device	49	\$427.08	\$20,926.92
Microsoft - Part#: VA1-00001			
Contract Name: County of Riverside - Microsoft			
Contract #: ITARC-00929			
Coverage Term: 1/1/2027 – 12/31/2027			
<b>Note:</b> Year 3			

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114 AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision	1	\$0.00	\$0.00
Microsoft - Part#: J5U-00004			
Contract Name: County of Riverside - Microsoft			
Contract #: ITARC-00929			
Coverage Term: 1/1/2027 – 12/31/2027			
<b>Note:</b> Year 3			

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Total    \$1,595,585.88

**Additional Comments**

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Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Year 1 : 531,861.96  
Year 2 : 531,861.96  
Year 3 : 531,861.96  
Total: \$1,595,585.88

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*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*



Pricing Proposal  
 Quotation #: 25487660  
 Reference #: Net New MPSA  
 Created On: 10/31/2024  
 Valid Until: 11/30/2024

## CA-County of Santa Barbara

### Virginia Butterfield

105 E Anapamu St  
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 United States  
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 Email: vbutterfield@countyofsb.org

## Microsoft Inside Account Manager

### Aidan FitzGerald

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 Somerset, NJ 08873  
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 Fax:  
 Email: aidan\_fitzgerald@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Office Pro+ Dev SftSA Microsoft - Part#: AAA-03511 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2025 – 12/31/2025 <b>Note:</b> Year 1	190	\$127.87	\$24,295.30
2 Office Pro+ Dev SftSA Microsoft - Part#: AAA-03511 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2026 – 12/31/2026 <b>Note:</b> Year 2	190	\$127.87	\$24,295.30
3 Office Pro+ Dev SftSA Microsoft - Part#: AAA-03511 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2027 – 12/31/2027 <b>Note:</b> Year 3	190	\$127.87	\$24,295.30
4 Office Std Dev LSA Microsoft - Part#: AAA-03500 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2025 – 12/31/2025 <b>Note:</b> Year 1	6	\$201.55	\$1,209.30
5 Office Std Dev LSA Microsoft - Part#: AAA-03500 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 1/1/2026 – 12/31/2026 <b>Note:</b> Year 2	6	\$201.55	\$1,209.30
6 Office Std Dev LSA Microsoft - Part#: AAA-03500	6	\$201.55	\$1,209.30

Contract Name: County of Riverside - Microsoft  
Contract #: ITARC-00929  
Coverage Term: 1/1/2027 – 12/31/2027  
**Note:** Year 3

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7	Windows ENTpD Dev UpSA	190	\$55.93	\$10,626.70
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Microsoft - Part#: AAA-12378  
Contract Name: County of Riverside - Microsoft  
Contract #: ITARC-00929  
Coverage Term: 1/1/2025 – 12/31/2025  
**Note:** Year 1

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8	Windows ENTpD Dev UpSA	190	\$55.93	\$10,626.70
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Microsoft - Part#: AAA-12378  
Contract Name: County of Riverside - Microsoft  
Contract #: ITARC-00929  
Coverage Term: 1/1/2026 – 12/31/2026  
**Note:** Year 2

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9	Windows ENTpD Dev UpSA	190	\$55.93	\$10,626.70
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Microsoft - Part#: AAA-12378  
Contract Name: County of Riverside - Microsoft  
Contract #: ITARC-00929  
Coverage Term: 1/1/2027 – 12/31/2027  
**Note:** Year 3

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10	Windows ENTpD Dev UpLSA	6	\$103.04	\$618.24
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Microsoft - Part#: AAA-12379  
Contract Name: County of Riverside - Microsoft  
Contract #: ITARC-00929  
Coverage Term: 1/1/2025 – 12/31/2025  
**Note:** Year 1

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11	Windows ENTpD Dev UpLSA	6	\$103.04	\$618.24
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Microsoft - Part#: AAA-12379  
Contract Name: County of Riverside - Microsoft  
Contract #: ITARC-00929  
Coverage Term: 1/1/2026 – 12/31/2026  
**Note:** Year 2

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12	Windows ENTpD Dev UpLSA	6	\$103.04	\$618.24
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Microsoft - Part#: AAA-12379  
Contract Name: County of Riverside - Microsoft  
Contract #: ITARC-00929  
Coverage Term: 1/1/2027 – 12/31/2027  
**Note:** Year 3

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13	Enterprise CAL Per Device Client Access SA	190	\$96.33	\$18,302.70
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Microsoft - Part#: AAA-03765  
Contract Name: County of Riverside - Microsoft  
Contract #: ITARC-00929  
Coverage Term: 1/1/2025 – 12/31/2025  
**Note:** Year 1

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14	Enterprise CAL Per Device Client Access SA	190	\$96.33	\$18,302.70
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Microsoft - Part#: AAA-03765  
Contract Name: County of Riverside - Microsoft  
Contract #: ITARC-00929  
Coverage Term: 1/1/2026 – 12/31/2026  
**Note:** Year 2

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15	Enterprise CAL Per Device Client Access SA	190	\$96.33	\$18,302.70
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Microsoft - Part#: AAA-03763  
Contract Name: County of Riverside - Microsoft  
Contract #: ITARC-00929  
Coverage Term: 1/1/2027 – 12/31/2027  
**Note:** Year 3

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16	ECAL Dev LSA	6	\$176.32	\$1,057.92
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Microsoft - Part#: AAA-03763  
Contract Name: County of Riverside - Microsoft  
Contract #: ITARC-00929  
Coverage Term: 1/1/2025 – 12/31/2025  
**Note:** Year 1

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17	ECAL Dev LSA	6	\$176.32	\$1,057.92
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Microsoft - Part#: AAA-03763  
Contract Name: County of Riverside - Microsoft  
Contract #: ITARC-00929  
Coverage Term: 1/1/2026 – 12/31/2026  
**Note:** Year 2

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18	ECAL Dev LSA	6	\$176.32	\$1,057.92
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Microsoft - Part#: AAA-03763  
Contract Name: County of Riverside - Microsoft  
Contract #: ITARC-00929  
Coverage Term: 1/1/2027 – 12/31/2027  
**Note:** Year 3

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Total	\$168,330.48
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#### Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Year 1: \$56,116.34  
Year 2: \$56,116.34  
Year 3: \$56,116.34  
Total : \$168,349.02

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*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*



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**Pricing on this page is BUDGETARY ONLY. Actual pricing will be set when Microsoft either releases the product for general availability (based on the pricing provided by Microsoft at that time), or the price available at the time of actual purchase. Nothing on this tab is meant to be a binding price.**

Product Description	Part Number	License Quantity	Monthly Sell Price	SHI Annual Unit Sell Price	SHI Ext'd ANNUAL SELL Price
<b>Server and Tools Products: Baseline Licenses</b>					
M365 Copilot GCC Sub add-on (FY 2025)	EPS-24658	1,000.00	\$30.33	\$363.96	\$363,960.00
M365 Copilot GCC Sub add-on (FY 2026)	EPS-24658	1,500.00	\$30.33	\$363.96	\$545,940.00
M365 Copilot GCC Sub add-on (FY 2027)	EPS-24658	1,500.00	\$30.33	\$363.96	\$545,940.00

**Additional Comments**

This SKU has not been released yet by Microsoft. Any pricing associated with this SKU is an estimated price and may change based on the