

**Licensing Solution Provider Agreement Number PSA-0001526**

This Licensing Solution Provider Agreement is made and entered into this 22nd day of October 2019, by and between Insight Public Sector Inc., an Illinois corporation ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY").

WHEREAS, COUNTY and Microsoft Corporation ("Microsoft") have entered into that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445; the "Master Agreement"), effective August 23, 2019, under which COUNTY has the ability to enter into one or more enrollments to order certain Microsoft product licenses;

WHEREAS, CONTRACTOR desires to provide support to COUNTY and its Enrolled Affiliates (as defined in the Master Agreement) for said licenses under this Agreement and hereby represents that it has the skills, experience, and knowledge necessary to perform under this Agreement; and

WHEREAS, COUNTY desires to accept CONTRACTOR's services under this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. This Agreement covers all enrollments for all products licensed under the Master Agreement. All terms and conditions of the Master Agreement, attached as Exhibit E of this Agreement and incorporated by reference, shall apply to the purchase of related products and services.
2. This Agreement is available for use by all government entities within the State of California (an "Enrolled Affiliate") for the duration of the Term (defined below in section 4). Enrollment documents will contain the terms and conditions specific to each entity.
3. CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this agreement to each and every government entity in the State of California. Terms and conditions are governed by this Agreement, the Master Agreement, and the applicable enrollment documents for each entity. Entities shall make purchases in their own name, make direct payment to CONTRACTOR, and be liable directly to CONTRACTOR for all obligations.
  - 3.1 COUNTY shall in no way be responsible to CONTRACTOR for Enrolled Affiliates' purchases and obligations. COUNTY shall in no way be responsible to other entities for their purchases or any acts or omissions of CONTRACTOR, including but not limited to product selection or implementation, services or other related matters.
  - 3.2 CONTRACTOR shall notify Enrolled Affiliate in writing of the terms and conditions stated in Section 11.
4. This Agreement shall be effective from November 1, 2019 through October 31, 2021, unless terminated earlier (the "Term").
5. Hold Harmless/Indemnification:
  - 5.1 CONTRACTOR 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 CONTRACTOR, its

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officers, employees, subcontractors, 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. CONTRACTOR 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.

- 5.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR 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 CONTRACTOR indemnification to Indemnitees as set forth herein.
  - 5.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
6. Contractor Responsibilities: CONTRACTOR will offer the following services to each Enrolled Affiliate at no additional charge. It is the responsibility of the Enrolled Affiliate to determine which products and/or services, if any, meet their needs and communicate that to the CONTRACTOR.
    - 6.1 Provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (monthly, quarterly, etc.).
    - 6.2 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.
    - 6.3 Provide an updated price list on an annual basis or when requested by Enrolled Affiliate.
  7. CONTRACTOR's Microsoft Enterprise Agreement license subscription price attached hereto as Exhibit A and service rates attached hereto as Exhibit B.
  8. CONTRACTOR's Microsoft Enterprise Agreement Participation Form attached hereto as Exhibit C and incorporated herein by reference.
  9. Usage Reporting: CONTRACTOR will provide to COUNTY the Licensed Support Provider (LSP) Reporting of Active Enrollments to Master Microsoft Enterprise Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services, showing a list of enrollments by February 15th of each year. Forms shall be submitted electronically to MasterMicrosoftAdmin@rivco.org. A copy of the form is attached hereto as Exhibit D and incorporated herein by reference.
  10. Administrative fees: CONTRACTOR will be charged .5% of the annual enrollment amount to leverage the Riverside County Master Microsoft Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services. This will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments. Example: A three-year aggregated agreement with a contract amount of \$300K, divisible by three years will result in an LSP Participation Fee of \$500 annually (100K\*.5%). RCIT will invoice the Awarded LSP annually based on the enrollments verified from the

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“Reporting of Active Enrollments” list submitted by December 15th of each year. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.

10.1 Riverside County Information Technology (RCIT) will invoice the CONTRACTOR annually based on the enrollments verified. Payment is due to RCIT within thirty (30) days of invoice date. The COUNTY will not accept credit as a form of payment.

10.2 Failure to meet the administrative fee requirements herein and submit fees on a timely basis may constitute grounds for immediate termination of this Agreement.

11. Contract Management: The contacts for this Agreement for COUNTY shall be both RCIT and Purchasing as listed below.

COUNTY Primary Contact:  
Jim Smith  
3450 14th Street  
Riverside, CA 92501

COUNTY Secondary Contact:  
Rick Hai  
2980 Washington Street  
Riverside, CA 92504

CONTRACTOR contact:  
Pam Potter, Manager SLED Compliance  
6820 S. Harl Avenue  
Tempe, AZ 85283

11.1 Should Contract Management contact information change, the CONTRACTOR shall provide written notice with the updated information to the COUNTY no later than 10 business days after the change.

12. Termination:

12.1 COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

12.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR 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.

12.3 CONTRACTOR's 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 CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

13. Conduct of Contractor:

13.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees

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to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

- 13.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 13.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.
- 13.4 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

14. Independent Contractor/Employment Eligibility/Non-Discrimination:

- 14.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.
- 14.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.
- 14.3 CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964

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(P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Entire Agreement: 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.

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

**Insight Public Sector, Inc.**, an Illinois Corporation

By: \_\_\_\_\_  
Kevin Jeffries, Chairman  
Board of Supervisors

By: \_\_\_\_\_  
John Carnahan  
Sr. Vice President of Business Development

Dated: \_\_\_\_\_

Dated: 10.9.19

ATTEST:  
Kecia Harper  
Clerk of the Board

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By: Susanna Oh 10/16/19  
Susanna Oh, Deputy County Counsel

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Exhibit A  
Microsoft Enterprise license subscription and services

Line	Description	Price Level	Markup %
1	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 Minus 2%	.75
2	Enterprise Products Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite.	Level D	.75
3	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	.75
4	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	.75
5	All products for Select Plus Agreement No.7756479.		1.00
6	Microsoft Premier Support		1.00
7	Microsoft Unified Support Services		1.00
8	Microsoft Consulting Services		1.00

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**Exhibit B**  
**License Support Provider (LSP) service rates**

Line	Description	Certified Competency (Yes/No)	Hourly Rate
<b>Data and Artificial Intelligent</b>			
1	Build Intelligent Apps	Yes	\$275
2	Build Intelligent Agents	Yes	\$275
3	Machine Learning	Yes	\$275
4	Internet of Things	Yes	\$275
5	Globally distributed data	Yes	\$275
6	OSS Databases	Yes	\$275
7	Cloud Scale Analytics	Yes	\$275
8	Data Platform Modernization to Azure	Yes	\$275
9	Windows Server on Azure	Yes	\$225
10	Security & Management	Yes	\$225
11	Datacenter Migration	Yes	\$225
12	Modern Business Intelligence	Yes	\$285
<b>Biz Apps</b>			
1	Customer Service	Yes	\$265
2	Field Service	Yes	\$265
3	Marketing	Yes	\$265
4	Talent	Yes	\$265
5	Finance and Operations	Yes	\$265
6	Business Central	Yes	\$265
7	Power Apps	Yes	\$265
8	Power BI	Yes	\$265
<b>Apps and Infrastructure</b>			
1	Azure Stack	Yes	\$235
2	High Performance Compute	Yes	\$235
3	Cloud Native Apps using Serverless	Yes	\$235
4	Modernize Apps	Yes	\$235
5	SAP on Azure	Yes	\$235
6	Linux on Azure	Yes	\$235
7	Dev Ops	Yes	\$235
8	Business Continuity & Disaster Recovery	Yes	\$235
9	Windows Server on Azure	Yes	\$235
10	Security & Management	Yes	\$235
11	Datacenter Migration	Yes	\$225

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Exhibit B (cont.)  
License Support Provider (LSP) service rates

Line	Description	Certified Competency (Yes/No)	Hourly Rate
	<b>Modern Workplace</b>		
1	User Adoption & Change Management	Yes	\$210
2	Security	Yes	\$222
3	GDPR & Compliance	Yes	\$222
4	Teamwork	Yes	\$215
5	Calling & Meetings	Yes	\$222
6	Modern Desktop	Yes	\$215
7	Office 365 Migration Assistance	Yes	\$215
7a	Mail	Yes	\$215
7b	Teams	Yes	\$215
7c	SharePoint	Yes	\$215
7d	OneDrive	Yes	\$215



Exhibit C  
Microsoft LSP Participation Form

DAVE ROGERS  
Assistant Chief Executive Officer  
Chief Information Officer

JIM SMITH  
Chief Technology Officer



JENNIFER HILBER, ACIO  
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO  
Converged Communications Bureau  
Public Safety Enterprise Communications

GIL MENA, ACIO  
Technology Services Bureau

Microsoft LSP Participation Form  
(RFQ #RIVCO-2020-RFQ-0000048 Attachment 3)

<b>Complete this form and return to:</b> Attention: Rick Hai E-mail: <a href="mailto:RHai@rivco.org">RHai@rivco.org</a>	<b>Payment should be made to:</b> Riverside County Information Technology 3460 14th Street, Fourth Floor Riverside, CA 92501  County of Riverside TIN #: 95-6000930
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Company Name: Insight Public Sector, Inc.

Name: Steve Dodenhoff Title: President, Insight North America

Address: 6920 S. Hart Avenue

City: Tempe Zip Code: 85283 Telephone #: 480.333.3020

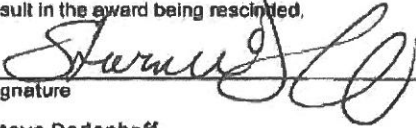
Fax #: 480.760.7002 Email: Steve.Dodenhoff@Insight.com

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 #RIVCO-2020-RFQ-0000048 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 #RIVCO-2020-RFQ-0000048 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.

  
 Signature \_\_\_\_\_  
 Steve Dodenhoff  
 Printed Name \_\_\_\_\_

September 12, 2019  
 Date \_\_\_\_\_  
President, Insight North America  
 Title \_\_\_\_\_

Exhibit D  
Microsoft LSP Reporting of Active Enrollments Form

LSP Name	Company name	Enrollment Entity:	Enrollment Entity:	Start Date:	End Date:	Annual Spend	Enrollment Contact:	Enrollment Contact Email:	Enrollment Contact Tel:
RIVCO Contract ID	RIVCO-20800-00x-xx/xx	01E69633, 01E73134, AND NEW	Riverside County Information Technology	1/01/12	12/31/16	\$645,000.00	John Doe	John.Doe@riverside.org	951-555-1212
Microsoft Agreement Numbers									
Master Enrollment									
8084445		87654321							

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**Exhibit E  
Master Agreement**

Attached include the followings:

- 1) Signature Form
- 2) Microsoft Enterprise Agreement
- 3) Microsoft Enterprise Agreement Amendment

# Microsoft Document Headersheet

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

**MSE#:**

(MSLI  
Tracking  
Number)

**5-0000004275258**

**Doc Type:**

**Signature Form**

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

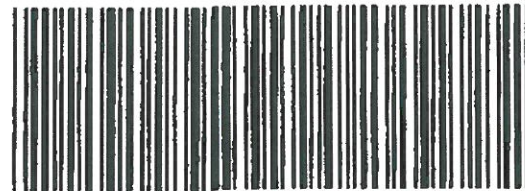
**Subsidiary:**

Country: **United States**

**Account Manager Name / Alias:**

**LAR/LAD/ESA:**

**Insight Direct USA, Inc.**



**Program/Version**

**EA 6 2016**

(Scanning Code)

**ACCOUNT: County of Riverside**

3

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

**Comments:**

8/23/2019 9:42:56 PM



### Program Signature Form

MBA/MBSA number:

Agreement number: **8084445**

004-kayleed-S-04

**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
<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\* *[Signature]*

Printed First and Last Name\* **Richard R. Hai**

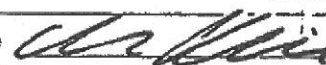

Printed Title **Sr. Procurement Contract Specialist**

Signature Date\* **08/22/2019**

Tax ID

\* indicates required field

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

<b>Microsoft Affiliate</b>	
Microsoft Corporation	
Signature 	 <b>Microsoft</b> Microsoft Corporation <b>AUG 23 2019</b> <b>Chance Krail</b> Duly Authorized on behalf of Microsoft Corporation
Printed First and Last Name	
Printed Title	
Signature Date <small>(date Microsoft Affiliate countersigns)</small>	
Agreement Effective Date <small>(may be different than Microsoft's signature date)</small>	8/23/2019

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

# Microsoft Document Headersheet

\* This is for informational purposes only \*

**MSE#:**

**5-0000004275258**

(MSLI  
Tracking  
Number)

**Doc Type:**

**[REDACTED] Agreement**

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

**Subsidiary:**

**Country: United States**

**Account Manager Name / Alias:**

**LAR/LAD/ESA:**

**Insight Direct USA, Inc.**



**Program/Version**

**EA 6 2016**

(Scanning Code)

**ACCOUNT: County of Riverside**

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

15

**Comments:**

8/23/2019 9:42:31 PM

## 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.



"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Fixes" means Product fixes, 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.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment 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 Volume Licensing Site and updated from time to time.

"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 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 Volume Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume 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" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"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.

"Use Rights" means the use rights or terms of service for each Product published on the Volume 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.

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

## 2. *How the Enterprise program works.*

- a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.
- b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

- 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.

- g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

#### **4. Making copies of Products and re-imaging rights.**

- a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.
- b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.
- c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
  - (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.
  - (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.
  - (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.
  - (iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

#### **5. Transferring and reassigning Licenses.**

- a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:
  - (i) an Affiliate, or
  - (ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an

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

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

- 1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and
- 2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

- 1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.
- 2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affiliate a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. **Effect of termination or expiration.** When an Enrollment expires or is terminated,

- (i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.
- (ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

g. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

h. **Program updates.** Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

## **7. Use, ownership, rights, and restrictions.**

- a. **Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.
- b. **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.
- c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

- 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

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. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

## 10. **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 the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate 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 the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise'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 in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.
- c. **Disclaimer.** Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

## 11. **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 Enrolled Affiliate 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 (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 Enrolled Affiliate'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 Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.
- b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate 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 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.



#### 14. *Miscellaneous.*

- a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.
- b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.
- c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. 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 Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.
- d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.
- e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.
- f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment 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.
- g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.
- h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.
- i. **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.
- j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.
- k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.
- l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at <https://www.microsoft.com/licensing/servicecenter>. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.
- m. **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 from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

- 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.

### Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. 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. Primary and Notices contacts in this form will not apply to enrollments or registrations.

- This form applies to:
- MBSA
  - Agreement
  - Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

#### 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; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at <https://licensing.microsoft.com>.

#### 1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

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.

#### 2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

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.

### **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

Contact name\*: First Jim Last Smith  
Contact email address\* jimsmith@rivco.org  
Street address\* 3450 14th Street, 4th Floor  
City\* Riverside State/Province\* CA Postal code\* 92501-3861  
Country\* US  
Phone\* 951-231-5909 Fax

**7. Notices contact and online administrator information.**

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

Same as primary contact

Name of entity\*

Contact name\*: First Last

Contact email address\*

Street address\*

City\* State/Province\* Postal code\*

Country\*

Phone\* Fax

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

# Microsoft Document Headersheet

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

**MSE#:**

**5-0000004275258**

(MSLI  
Tracking  
Number)

**Doc Type:**

**Amendments**

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

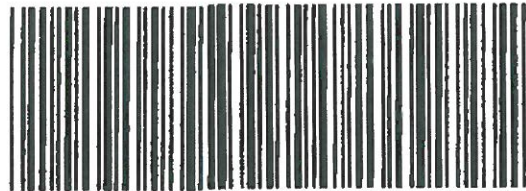
**Subsidiary:**

Country: **United States**

**Account Manager Name / Alias:**

**LAR/LAD/ESA:**

**Insight Direct USA, Inc.**



**Program/Version**

**EA 6 2016**

(Scanning Code)

**ACCOUNT: County of Riverside**

3

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

**Comments:**

8/23/2019 9:42:40 PM

## Amendment to Contract Documents

Agreement Number:

8084445

004-kaylead-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 'EO' in the tables for 'Program Availability'. The scope of Enterprise Online Services is subject to change as Enterprise Online Services are added, updated/rev-seed or removed from the Enterprise program offering.

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

- The price list month that applies to an order is not a factor in determining whether the additional 2% discount on Enterprise Online Services may be applied to an order. The only applicable factor is the effective date of the Enrollment.
- The discount does not apply to any extensions of the initial Term or renewal Enrollments.
- The discount does not apply to any promotional SKUs. Enrolled Affiliate is entitled to the lower of the promotional price or discounted price.

The price level that applies to Enrollments effective on or after November 1, 2021 is Level D for all Products.

The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.

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.

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

**Microsoft Internal Use Only:**

Riverside County EA Amend 8.7.docx	CTM	CTM-CPT-OPT-FWK	BD
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# CONTRACT AMENDMENT ROUTING SHEET

Date Prepared: 08/13/2018

Need Date: 08/27/2018

**PROCESSING DEPARTMENT:**

Department: CAO, Procurement and Contract Division  
Dept. Contact: Eric van Leeuwen  
Phone: 530-621-5834  
Department Head Signature: 

**CONTRACTOR:**

Name: PCMG, Inc.  
Address: 1940 E. Mariposa Avenue  
El Segundo, CA 90245  
Phone: 800-625-5468, Ext 53624  
Org Code: 1000

**CONTRACTING DEPARTMENT:** Information Technologies

Service Requested: Review and approval of Microsoft Volume Licensing Agreement  
Contract Term: 36 Months From Date Of Enrollment (8/15/2018) Contract Value: \$419,046.02/ year

**COUNTY COUNSEL:** (must approve all contracts and MOU's)

Approved: as to form Disapproved: \_\_\_\_\_ Date: 8/23/18 By: JDS  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

*see email.  
Cooperative purchasing agreement*

**COUNSEL -- PLEASE FORWARD TO HR/RISK MANAGEMENT -- THANKS!**

**HR APPROVAL:**

Compliance with Human Resources requirements? Yes: \_\_\_\_\_ No: \_\_\_\_\_  
Compliance verified by: \_\_\_\_\_

**RISK MANAGEMENT APPROVAL:** (all contracts & MOU's except boilerplate grant funding contracts)

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

**OTHER APPROVAL:** (Specify department(s) participating or directly affected by this contract).

Departments: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

EL DORADO COUNTY COUNSEL  
2018 AUG 20 AM 7:20



# COUNTY OF EL DORADO

# DRAFT

8/13/2018 9:41:05 AM

## Purchase Contract

Fiscal Year 2019

Page 1 of 2

V E N D O R	PCMG INC
	FILE 55327
	LOS ANGELES, CA 90074-5327

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS	
Purchase Contract #	<b>3301</b>

### SUBJECT TO TERMS AND CONDITIONS ON WEBSITE

[https://edcgov.us/Government/Contracts/Pages/po\\_terms\\_conditions.aspx](https://edcgov.us/Government/Contracts/Pages/po_terms_conditions.aspx)

For Period: To

PLEASE NOTE: This Purchase Contract is for a NTE (Not To Exceed) amount.

NTE:	<b>\$419,046.02</b>
------	---------------------

PURCHASES IN ACCORDANCE WITH ORDINANCE #3.12.160 D. IN ACCORDANCE WITH PCM-G AGMT #RIVCO-20800-015-12/19, INCLUDING ALL TERMS, CONDITIONS & SPECIFICATIONS OF COUNTY OF RIVERSIDE MASTER ENTERPRISE AGREEMENT # 01E73970 ATTACHED AS EXHIBIT "A," MICROSOFT VOLUME LICENSING, PROGRAM SIGNATURE FORM AS EXHIBIT "B", AND MICROSOFT VOLUME LICENSING ENTERPRISE ENROLLMENT PRODUCT SELECTION FORM AS EXHIBIT "C".

BOS APPROVAL: 00/00/2018,#XX

IN THE EVENT OF ANY CONFLICT, THE FOLLOWING ORDER OF PRECEDENCE SHALL APPLY:

- 1) EXHIBIT "A," PCM-G AGREEMENT #RIVCO-20800-005-12/15.
- 2) EXHIBIT "B," MICROSOFT ENTERPRISE VOLUME LICENSING PROGRAM SIGNATURE FORM.
- 3) EXHIBIT"C," MICROSOFT ENTERPRISE ENROLLMENT PRODUCT SELECTION FORM.

FOR PERIOD: 36 MONTHS FROM DATE OF ENROLLMENT (08/15/2018 –08/14/2021).

THIS PURCHASE ORDER IS BEING ISSUED FOR THE ACQUISITION OF SOFTWARE LICENSES, SOFTWARE MAINTENANCE, UPGRADE PROTECTION AND/OR RENEWALS OF SAME. COUNTY OF EL DORADO DOES NOT ACCEPT PHYSICAL MEDIAFOR EITHER THE INITIAL PURCHASE OF SOFTWARE LICENSES AND/OR ANY SOFTWARE MAINTENANCE AND UPDATES. SOFTWARE, MAINTENANCE AND UPGRADE PROTECTION WHEN ELECTRONICALLY DOWNLOADED ARE NOT SUBJECT TO TAXATION PER THESTATE OF CALIFORNIA, BOE REGULATION 1502. SHOULD COUNTY OF EL DORADO EVER RECEIVE PHYSICAL MEDIA OR DOCUMENTATION RELATIVE TO THIS SOFTWAREAND/OR SOFTWARE MAINTENANCE AND/OR LICENSE UPDATES, THE COUNTY SHALL BEAR THE COST OF ANY APPLICABLE TAXES RELATIVE TO THIS TRANSACTION.

[2018-08-13 08:57:18 EVanLeeuwen]:

This Purchase Contract expressly limits acceptance to the terms and conditions stated herein, set forth on the website and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by the seller are objected to and hereby rejected.



# COUNTY OF EL DORADO

8/13/2018 9:41:05 AM

## Purchase Contract

Fiscal Year 2019

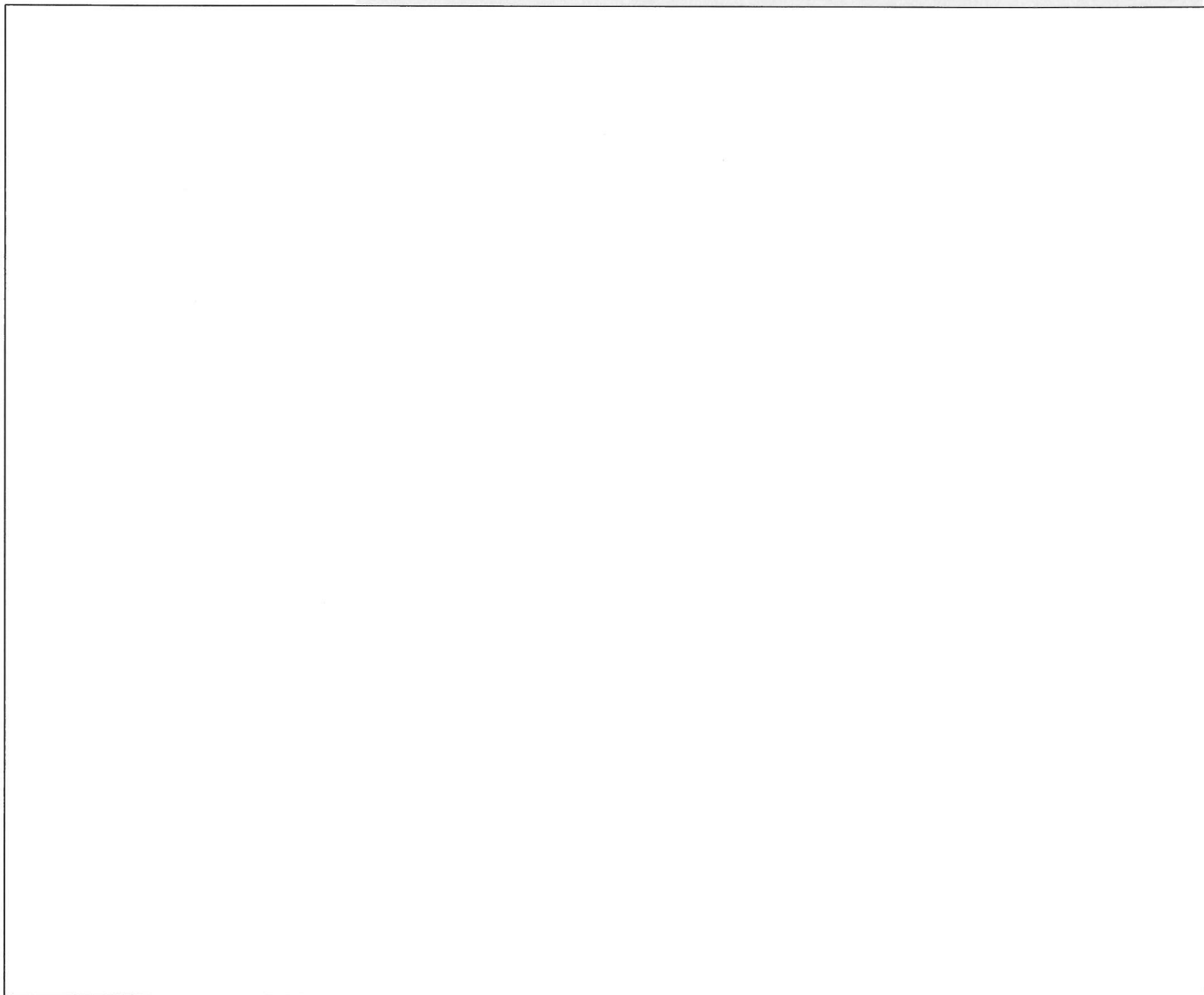
Page 2 of 2

V E N D O R	PCMG INC
	FILE 55327
	LOS ANGELES, CA 90074-5327

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS	
Purchase Contract #	<b>3301</b>

**SUBJECT TO TERMS AND CONDITIONS ON WEBSITE**

[https://edc.gov.us/Government/Contracts/Pages/po\\_terms\\_conditions.aspx](https://edc.gov.us/Government/Contracts/Pages/po_terms_conditions.aspx)



This Purchase Contract expressly limits acceptance to the terms and conditions stated herein, set forth on the website and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by the seller are objected to and hereby rejected.

FENIX # 3301



1940 E. Mariposa Ave., El Segundo, CA 90245



County of El Dorado - EA Renewal Pricing / Off Riverside RIVCO-20800-005-12/19 - Option 2 - O365 E3 Gov - R2

Part #	Item Name	Year 1 - 3 Price	Qty	Year 1 - 3 Ext. Price
<b>Enterprise Products / Enterprise Online Services</b>				
AAA-11894	O365GCCE3 ShrdSvr ALING SubsVL MVL PerUsr	\$ 183.00	1,600	\$ 292,800.00
KV3-00353	WINE3perDVC ALING SA MVL Pltfrm	\$ 35.08	1,600	\$ 56,128.00
AAA-12417	CoreCALBridgeO365FromSA ALING SubsVL MVL Pltfrm PerUsr	\$ 13.80	1,600	\$ 22,080.00
<b>Additional Products</b>				
9GS-00135	CISSteDCCore ALING SA MVL 2Lic CoreLic	\$ 151.85	112	\$ 17,007.20
H04-00268	SharePointSvr ALING SA MVL	\$ 1,015.54	1	\$ 1,015.54
H04-00232	SharePointSvr ALING LicSAPk MVL	\$ 2,369.52	4	\$ 9,478.08
7JQ-00343	SQLSvrEntCore ALING SA MVL 2Lic CoreLic	\$ 2,053.72	10	\$ 20,537.20
<b>Year 1 - 3 Annual Payments</b>				<b>\$ 419,046.02</b>
<b>3 Year Total:</b>				<b>\$ 1,257,138.06</b>



El Dorado County Information Technologies  
 360 Fair Lane  
 Placerville, CA 95667  
 (530) 621-5450

*FENIX # 3301*

Date: 08/10/18  
 Vendor: PCMG  
 BPO Number:  
 RQ Number:  
 PO Number:

Requestor's Name: Jon Henry  
 Phone No: 5452  
 Contract #  
 Vendor #: 1449

Quantity	Manufacturer	Part Number	Description	Price (ea)	Ext. Price
1600	Microsoft	AAA-11894	O365GCCCE3 ShrdSvr ALNG SubsVL MVL PerUsr	\$183.00	\$292,800.00
1600	Microsoft	KV3-00353	WINE3perDVC ALNG SA MVL Pltfrm	\$35.08	\$56,128.00
1600	Microsoft	AAA-12417	CoreCALBridgeO365FromSA ALNG SubsVL MVL Pltfrm PerUsr	\$13.80	\$22,080.00
112	Microsoft	9GS-00135	CISSteDCCore ALNG SA MVL 2Lic CoreLic	\$151.85	\$17,007.20
1	Microsoft	H04-00268	SharePointSvr ALNG SA MVL	\$1,015.54	\$1,015.54
4	Microsoft	H04-00232	SharePointSvr ALNG LicSAPk MVL	\$2,369.52	\$9,478.08
10	Microsoft	7JQ-00343	SQL SvrEntCore ALNG SA MVL 2Lic CoreLic	\$2,053.72	\$20,537.20
	Microsoft			\$0.00	\$0.00

**Describe below how the items ordered will be utilized/where installed:**

Renewal of Microsoft Enterprise License Agreement, 3 years @ \$419,046.02 per year. Piggyback contract: RIVCO-20800-005-12/19

Subtotal	\$419,046.02
Tax	8.25%
SEF @ \$6.00	\$0.00
Shipping	\$0.00
Total	\$419,046.02

Quote #  
 Work Order #:  
 Index Code #: 1040000  
 Sub Object #: 4144  
 Project String: 10SERVER-C40SERSUP-10INFRASWSW

Please Add Following Notes On PO:  
 Email PO Attn of: William Madrid  
 Email Address: William.Madrid@pcm.com

**Approvals:**

Supervisor \_\_\_\_\_  
 Manager \_\_\_\_\_  
 Director \_\_\_\_\_

**Orders over \$5,000 must also have 3 vendor quotes.**

# EXHIBIT A

FENIX #3301

## Participating Agreement #RIVCO-20800-015-12/19

### County of Riverside Master Microsoft Enterprise Agreement #01E73970

This Agreement, made and entered into this 8<sup>th</sup> day of November, 2016, by and between PCMG, INC., ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY"). The parties agree as follows:

1. This agreement covers the enrollment into Microsoft Enterprise Agreement (EA) #01E73970 for all available products and services offered. All terms and conditions of EA #01E73970 are incorporated by reference and shall apply to the purchase of products and services.
2. This agreement is available for use by all government entities within the State of California which the CONTRACTOR can enroll in EA #01E73970 (Enrolled Affiliate) for a period of 36 months. Enrollment documents will contain the terms and conditions specific to each entity.
3. The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this agreement to each and every government entity in the State of California. Terms and conditions are governed by EA #01E73970 and the applicable enrollment documents for each entity. Entities shall make purchases in their own name, make direct payment to CONTRACTOR, and be liable directly to CONTRACTOR for payment.
  - 3.1 COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases. COUNTY shall in no way be responsible to other entities for their purchases, including but not limited to product selection or implementation, services or other related matters.
  - 3.2 CONTRACTOR shall notify each entity in writing of the requirements stated in Section 3.1.
4. This agreement shall be effective upon signature by both parties and continues in effect through December 31, 2019, unless terminated earlier.
5. **Contractor Responsibilities:** CONTRACTOR will offer the following services at no additional charge. It is the responsibility of the government entities to determine which services, if any, meet their needs and communicate that to the CONTRACTOR.
  - a) Provide reports showing year to date annual spend according to entity's specifications. Frequency will be determined by each entity (monthly, quarterly, etc.).
  - b) Provide reports of licenses purchased and added on to enrollment according to entity's specifications. (Intended for an enrollment that has licenses for multiple entities within a governmental body - county, city, etc.) Frequency will be determined by each entity (monthly, quarterly, etc.).
  - c) At the entity's request, provide 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 licenses, track licenses at department/entity levels, transfer licenses to and from each department/entity, and have reporting functionalities.
  - d) Provide training to the entity'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. CONTRACTOR should outline what aspects of training they feel would be beneficial.
  - e) Provide documentation to the entity 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.
  - f) Provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment.
  - g) Provide an updated price list on an annual basis or when Microsoft changes price point, whichever is sooner, in an Excel spreadsheet to the entity. This price list must capture, at minimum, the following categories for each product: SKU, product description, MSRP, NET (Level D -7.5% or D), LSP's uplift and contracted unit price.
6. **Participation Form:** CONTRACTOR must complete and return the **Microsoft LSP Participation Form**, included as Exhibit A with this agreement.
7. **Usage Reporting:** CONTRACTOR will provide the **LSP Reporting of Active Enrollments Form** showing a list of enrollments leveraging Master Microsoft Agreement #01E73970 to County by December 15<sup>th</sup> of each year. Forms shall be submitted electronically to [MasterMicrosoftAdmin@rivcoit.org](mailto:MasterMicrosoftAdmin@rivcoit.org). A copy of the form is included in this agreement as Exhibit B.

8. **Administrative fees:** CONTRACTOR will pay the COUNTY annually for each enrollment leveraging the Master Microsoft Agreement #01E73970. This will be a one-time fee of \$100 for each year of a committed enrollment (including shadow enrollments) regardless of entity's enrolled commitment amount.

8.1 Riverside County Information Technology (RCIT) will invoice the CONTRACTOR annually based on the enrollments verified from the LSP Reporting of Active Enrollments Form submitted by CONTRACTOR each year. Payment is due to RCIT thirty (30) days from invoice date. The COUNTY will not accept credit as form of payment.

8.2 Failure to meet the administrative fee requirements and submit fees on a timely basis may constitute grounds for suspension or termination of this agreement.

9. **Pricing:** Base Price is Government Level D -7.5% of Published Reseller Cost (Net) for all product and online services and Level D for Azure metered services.

9.1 **Contractor Pricing:**

Category	Description	Unit of Measure	Percentage
License/SA or SA	Percentage markup from County of Riverside's Master Microsoft Enterprise Agreement No. 01E73970, Level D -7.5%	Markup	1.00%
Subscriptions Except Azure	Percentage markup from County of Riverside's Master Microsoft Enterprise Agreement No. 01E73970, Level D -7.5%.  * Subscriptions pricing for future annual payments shall match the added at signing cost so that subscriptions for the same product after the start of the agreement do not have different prices for the same SKU.	Markup	1.00%
True-up / New Purchases / New Subscriptions not Added at Signing Configuration	Percentage markup from County of Riverside's Master Microsoft Enterprise Agreement No. 01E73970, Level D -7.5%	Markup	1.00%
Azure only	Percentage markup from County of Riverside's Master Microsoft Enterprise Agreement No. 01E73970, Level D.	Markup	1.00%

10. **Contract Management:** The contacts for this agreement for COUNTY shall be both RCIT and Purchasing as listed below.

10.1 Primary Contact:

Jenifer Rutherford, Administrative Services Analyst II  
 Riverside County Information Technology  
 3450 14<sup>th</sup> Street, Riverside, CA 92501  
 Direct: (951) 955-7785  
 Email: [jenifer.rutherford@rivcoit.org](mailto:jenifer.rutherford@rivcoit.org)

10.2 Secondary Contact:

John Miller, Sr. Procurement Contract Specialist  
 County of Riverside Purchasing and Fleet Services  
 2980 Washington Street, Riverside, CA 92504  
 Direct line: (951) 955-4945 or (951) 955-4937  
 Email: [JMMiller@rivcoit.org](mailto:JMMiller@rivcoit.org)

10.3 The CONTRACTOR contact for this agreement is listed below:

Contact name and title Sharon O. Ennis  
 Address 14120 Newbrook Dr. Ste. 100  
 Address Chantilly, VA 20151  
 Phone 800-625-5468  
 Email [contract@pcmg.com](mailto:contract@pcmg.com)

10.4 Should CONTRACTOR contract management information change, the CONTRACTOR will provide written notice with the updated information to the COUNTY no later than 10 business days after the change.

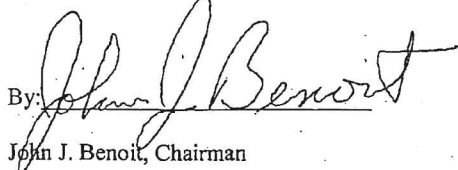
11. This agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This agreement may be changed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

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

COUNTY OF RIVERSIDE, a political

PCMG, INC

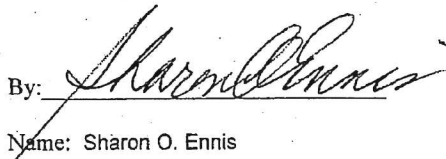
subdivision of the State of California

By: 

John J. Benoit, Chairman

Board of Supervisors

Dated: NOV 08 2016

By: 

Name: Sharon O. Ennis

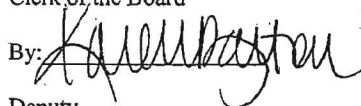
Title: Vice President

Dated: 10/31/2016

ATTEST:

Kecia Harper-Ihem

Clerk of the Board

By: 

Deputy

APPROVED AS TO FORM:

Gregory P. Priamos

County Counsel

By: 

Neal Kipnis,

Deputy County Counsel



STEVE RENEKER  
Chief Information Officer

DAVE ROGERS  
Chief Technology Officer



LOUIS RAJA ARUL DOSS, ACIO  
Enterprise Applications Bureau  
VEVA HARGUINDEGUY, ACIO  
Converged Communications Bureau  
JIM SMITH, ACIO  
Technology Services Bureau

## Exhibit A - Microsoft LSP Participation Form

<b>Complete this form and return to:</b>  Attention: Jenifer Rutherford E-mail: MasterMicrosoftAdmin@RivcoIT.org	<b>Payment should be made to:</b> Riverside County Information Technology 3450 14 <sup>th</sup> Street, Fourth Floor Riverside, CA 92501  County of Riverside TIN #: 95-6000930
---	--

Company Name: PCMG, Inc. dba PCM Gov, Inc.  
Name: Sharon O. Ennis Title: Vice President  
Address: 14120 Newbrook Dr. Ste. 100  
City: Chantilly, VA Zip Code: 20151 Telephone #: 800-625-5468  
Fax #: 703-378-4464 Email: contract@pcmg.com

The County of Riverside is the host of the Microsoft Master Agreement 01E73970. All questions regarding the products and licensing should be directed to Microsoft.

We agree to pay the participation (administrative) fees for each enrollment that is established by leveraging the County of Riverside Microsoft Master Agreement in accordance to the schedule referenced in agreement, Section 8, and any subsequent contracts or amendments.

We agree that all enrollments will be submitted to Microsoft directly, to report enrollment activity and comply with the payment schedule per per agreement, Section 8, to Riverside County Information Technology.

Please reference the remittance information above when sending the payment.

*Sharon O. Ennis*  
Signature

10/31/2016  
Date

Sharon O. Ennis  
Printed Name

Vice President  
Title



# EXHIBIT "B"

Volume Licensing

FENIX #

## Program Signature Form

MBA/MBSA number

Agreement number

01E73970

**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.


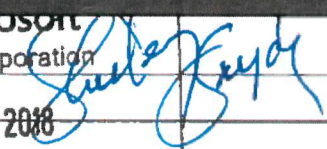

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10634
Product Selection Form	0755946.002 PSF

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 El Dorado
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID 94-6000511

\* indicates required field

Microsoft Affiliate
 Microsoft Corporation <div style="float: right; text-align: right;">  </div>
Signature _____
Printed First and Last Name
Printed Title
Signature Date (date Microsoft Affiliate countersigns)
<div style="border: 1px solid black; padding: 5px; text-align: center;">                Microsoft Corporation                           AUG 09 2010                           Shirley Snyder                           Duly Authorized on behalf of                           Microsoft Corporation           </div>
Agreement Effective Date (may be different than Microsoft's signature date)

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

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

\* indicates required field

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

## Program Signature Form

MBA/MBSA number	<input type="text"/>	<input type="text"/>
Agreement number	01E73970	

**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 Enrollment (Indirect)	X20-10634
Product Selection Form	0755946.002_PSF

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 El Dorado
<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
<b>Microsoft Corporation</b>
<b>Signature</b> _____
<b>Printed First and Last Name</b>
<b>Printed Title</b>
<b>Signature Date</b> (date Microsoft Affiliate countersigns)
<b>Agreement Effective Date</b> (may be different than Microsoft's signature date)

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

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

\* indicates required field

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

# EXHIBIT "C"

FENIX # 3301

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

**Proposal ID**

0755946.002

**Enrollment Number**

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:					
Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	1,600	1,600	1.0	Yes	User Licenses

Products	Enterprise Quantity
<b>Client Access License (CAL)</b>	
<b>Core CAL</b>	
Core CAL Bridge for Office 365 From SA	1,600
<b>Windows Desktop</b>	
Windows Enterprise OS Upgrade	1,600
<b>Windows Desktop</b>	
O365 GCC E3	1,600

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
<b>Enterprise Products</b>	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
<b>Quantity</b>	1600	1600	0	1600

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
<b>Enterprise Products and Enterprise Online Services USLs:</b> Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
<b>Additional Product Application Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
<b>Additional Product Server Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
<b>Additional Product Systems Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES	
<p>Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:</p>	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
<p><b>Note 1:</b> Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.</p>	
<p><b>Note 2:</b> Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.</p>	
<p><b>Note 3:</b> Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See Product Terms for details.</p>	
<p><b>Note 4:</b> If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.</p>	

## Enterprise Enrollment

## State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>	53796282	Framework ID <i>(if applicable)</i>	
Previous Enrollment number <i>(Reseller to complete)</i>	5056616		

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

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program 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) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

**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. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

## ***Terms and Conditions***

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

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

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

"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.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"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.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"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-ups 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.

"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. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) 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.

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

## **2. Order requirements.**

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
  - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
  - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise 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.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. 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.
- f. Adding Products.**
  - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order

is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional 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.
- g. 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) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
  - (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional 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.
  - (iii) **Online Services.** 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 retroactively to the month in which they were ordered.
  - (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

    - 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
    - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
    - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
  - (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
  - (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-

## 5. **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 has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-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 Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **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) **Online Services eligible for an Extended Term.** 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 feature that allows Online Services to continue month-to-month (“Extended Term”) for up to one year, unless designated in the Product Terms to continue until cancelled, 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. 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 year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.
  - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate’s Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the “Termination for cause” section of the Agreement. In addition, it shall be a breach of this Enrollment if 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.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the “Early Termination” Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. 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 submitted during the annual order period.

**(vii) Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

**h. 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 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.

**i. 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.

**j. Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

### **3. Pricing.**

**a. Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

**b. Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

### **4. Payment terms.**

For the initial or renewal order, 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, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

## 6. **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.**

- a. 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 all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment. Exclude future Affiliates

### **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 El Dorado

**Contact name\* First** David **Last** Russell

**Contact email address\*** david.russell@edcgov.us

**Street address\*** 360 Fair Lane, Information Technologies

**City\*** Placerville

**State/Province\*** CA

**Postal code\*** 95667-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

**Country\*** United States

**Phone\*** 530-621-5415

**Tax ID** 94-6000511

*\* indicates required fields*

- 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 the box is not checked).

**Contact name\*** First Leonard Last Voet  
**Contact email address\*** lenny.voet@edcgov.us  
**Street address\*** 360 Fair Lane, Information Technologies  
**City\*** Placerville  
**State/Province\*** CA  
**Postal code\*** 95667-  
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)  
**Country\*** United States  
**Phone\*** 530-621-5310

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

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

*\* indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

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

**Contact name\*:** First Leonard Last Voet  
**Contact email address\*** lenny.voet@edcgov.us  
**Phone\*** 530-621-5310

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

*\* indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

**Reseller company name\*** PCM, Inc.  
**Street address (PO boxes will not be accepted)\*** 1940 E. Mariposa Ave.  
**City\*** El Segundo  
**State/Province\*** CA  
**Postal code\*** 90245  
**Country\*** United States  
**Contact name\*** Microsoft Info  
**Phone\*** 508-203-3021  
**Contact email address\*** microsoftinfo@pcm.com

*\* indicates required fields*

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

**Signature\*** \_\_\_\_\_

**Printed name\***

**Printed title\***

**Date\***

*\* indicates required fields*



**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.

- e. 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 elections.**

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

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

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

**Entity Name:** County of El Dorado

**Contract that this form is attached to:** State Local Government

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	5056616	X	X

RUSH

Contract #: 3301

# CONTRACT CHANGE ORDER ROUTING SHEET

Date Prepared: 10-1-18

Need Date: 10-4-18

**PROCESSING DEPARTMENT:**

Department: CAO / IT  
Dept. Contact: Laura Schwartz  
Phone #: X6541  
Department \_\_\_\_\_  
Head Signature: \_\_\_\_\_

**CONTRACTOR:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

**CONTRACTING DEPARTMENT:** IT

Service Requested: Amendment to Microsoft EA agreements

Contract Term: 9-1-18 thru 8-31-21 Contract Value: \$1,257,138

Compliance with Human Resources requirements? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Compliance verified by: \_\_\_\_\_

**COUNTY COUNSEL:** (Must approve all contracts and MOU's)

Approved: ✓ Disapproved: \_\_\_\_\_ Date: 10/2/18 By: [Signature]  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

EL DORADO COUNTY COUNSEL  
2018 OCT -2 AM 10:52

# CONTRACT AMENDMENT ROUTING SHEET

Date Prepared: \_\_\_\_\_

Need Date: \_\_\_\_\_

**PROCESSING DEPARTMENT:**

Department: \_\_\_\_\_  
Dept. Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Department \_\_\_\_\_  
Head Signature: \_\_\_\_\_

**CONTRACTOR:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Org Code: \_\_\_\_\_  
Project String  
(if applicable): \_\_\_\_\_

**CONTRACTING DEPARTMENT:** \_\_\_\_\_

Service Requested: \_\_\_\_\_  
Description: \_\_\_\_\_  
Contract Term: \_\_\_\_\_ Contract Value: \_\_\_\_\_

**COUNTY COUNSEL:** (must approve all contracts and MOU's)

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

**COUNSEL -- PLEASE FORWARD TO HR AND RISK MANAGEMENT -- THANKS!**

**HR APPROVAL:**

Compliance with Human Resources requirements? Yes: \_\_\_\_\_ No: \_\_\_\_\_  
Compliance verified by: \_\_\_\_\_

**RISK MANAGEMENT APPROVAL:** (all contracts & MOU's except boilerplate grant funding contracts)

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

**OTHER APPROVAL:** (Specify department(s) participating or directly affected by this contract).

Departments: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

COUNTY OF RIVERSIDE  
AMENDMENT NO. 1 TO THE LICENSING SOLUTION PROVIDER AGREEMENT  
WITH  
Insight Public Sector Inc.

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Original Contract Term:	11/01/2019 through 10/31/2021
Original Contract ID:	PSA-0001526
Effective Date of Amendment:	04/01/2020
Original Annual Maximum Contract Amount:	\$0
Amended Annual Maximum Contract Amount:	\$0

This AMENDMENT NO. 1 TO THE LICENSING SOLUTION PROVIDER AGREEMENT with Insight Public Sector Inc. (“First Amendment”), dated as of 01 April 2020, is entered into by and between the County of Riverside (“COUNTY”), a political subdivision of the State of California, and Insight Public Sector Inc. (“CONTRACTOR”), an Illinois corporation, sometimes collectively referred to as the “Parties”.

RECITALS

WHEREAS, COUNTY and Microsoft Corporation (“Microsoft”) have entered into that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445; the “Master Agreement”), effective August 23, 2019, under which COUNTY has the ability to enter into one or more enrollments to order certain Microsoft product licenses;

WHEREAS, CONTRACTOR and COUNTY entered into the aforementioned Licensing Solution Provider Agreement Number PSA-0001526 (the “Agreement”) to provided support services to COUNTY and its Enrolled Affiliates (as defined in the Master Agreement) for said licenses; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement for the first time to extend the period of performance of the Agreement.

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. The above recitals are true and correct, and are incorporated herein by reference.
2. Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:  
  
“This Agreement shall be effective from November 1, 2019 through October 31, 2024, unless terminated earlier (the “Term”).”
3. Section 9 of the Agreement is hereby deleted in its entirety and replaced with the following:  
  
“Usage Reporting: CONTRACTOR will provide to COUNTY the Licensed Support Provider (LSP) Reporting of Active Enrollments to Master Microsoft Enterprise Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services, showing a list of enrollments by December 15th of each year. Forms shall be submitted electronically to MasterMicrosoftAdmin@rivco.org. A copy of the form is attached hereto as Exhibit D and incorporated herein by reference.”
4. Capitalized Terms/Amendment to Prevail. Unless defined herein or the context requires otherwise,


COUNTY OF RIVERSIDE  
AMENDMENT NO. 1 TO THE LICENSING SOLUTION PROVIDER AGREEMENT  
WITH  
Insight Public Sector Inc.

all capitalized terms herein shall have the meaning defined in the Agreement, as heretofore amended. The provisions of this First Amendment shall prevail over any inconsistency or conflicting provisions of the Agreement, as heretofore amended, and shall supplement the remaining provisions thereof.

5. Miscellaneous. Except as amended or modified herein, all the terms of the Agreement shall remain in full force and effect and shall apply with the same force and effect. Time is of the essence in this First Amendment and the Agreement and each and all of their respective provisions. Subject to the provisions of the Agreement as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this First Amendment or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either COUNTY or CONTRACTOR.
6. Effective Date. This First Amendment shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and fully executed by the Parties.

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

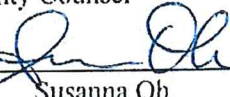
COUNTY OF RIVERSIDE, a political  
subdivision of the State of California  
By:   
Richard R. Hai  
Senior Procurement Contract Specialist

Insight Public Sector Inc., an Illinois corporation  
By:   
Lisanne Steinheiser  
Global Compliance Officer

Dated: 4/28/2020

Dated: 4/28/2020

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By:   
Susanna Oh  
Deputy County Counsel

COUNTY OF RIVERSIDE  
AMENDMENT NO. 1 TO THE LICENSING SOLUTION PROVIDER AGREEMENT  
WITH  
Insight Public Sector Inc.

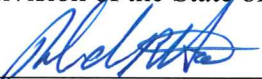
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all capitalized terms herein shall have the meaning defined in the Agreement, as heretofore amended. The provisions of this First Amendment shall prevail over any inconsistency or conflicting provisions of the Agreement, as heretofore amended, and shall supplement the remaining provisions thereof.

5. Miscellaneous. Except as amended or modified herein, all the terms of the Agreement shall remain in full force and effect and shall apply with the same force and effect. Time is of the essence in this First Amendment and the Agreement and each and all of their respective provisions. Subject to the provisions of the Agreement as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this First Amendment or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either COUNTY or CONTRACTOR.
6. Effective Date. This First Amendment shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and fully executed by the Parties.


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

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

By:   
Richard R. Hai  
Senior Procurement Contract Specialist

Dated: 4/28/2020

**Insight Public Sector Inc.**, an Illinois corporation

By:   
Lisanne Steinheiser  
Global Compliance Officer

Dated: 4/15/2020

APPROVED AS TO FORM:

Gregory P. Priamos  
County Counsel

By: \_\_\_\_\_  
Susanna Oh  
Deputy County Counsel

# CONTRACT AMENDMENT ROUTING SHEET

Date Prepared: 08/04/2021

Need Date: 08/10/2021

**PROCESSING DEPARTMENT:**

Department: Procurement and Contracts  
Dept. Contact: Tyler Prince  
Phone: X6438  
Department Head Signature: Jon Manning Digitally signed by Jon Manning  
Date: 2021.08.04 15:42:02  
-07'00'  
Jon Manning, CPPB  
Administrative Analyst Supervisor

**CONTRACTOR:**

Name: Insight Public Sector, Inc.  
Address: 6820 S. Harl Avenue  
Tempe, AZ 85283  
Phone: 800-467-4448  
Org Code: 1040000  
Project String  
(if applicable): \_\_\_\_\_

**CONTRACTING DEPARTMENT:** Information Technologies

Service Requested: Review and Approve

Description: Second Amendment to Microsoft Enterprise Agreement

Contract Term: 09/01/2018-08/31/2024, as amended Contract Value: \$4,158,958.18, as amended

**COUNTY COUNSEL:** (must approve all contracts and MOU's)

Approved:  Disapproved:  Date: 08/05/2021 By: Janeth SanPedro Digitally signed by Janeth SanPedro  
Date: 2021.08.05 17:37:43 -07'00'  
Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_

With edits. - JDS

Coco made the necessary edits mentioned above - Tyler P.

**COUNSEL -- PLEASE FORWARD TO HR AND RISK MANAGEMENT -- THANKS!**

**HR APPROVAL:**

Compliance with Human Resources requirements? Yes:  No:   
Compliance verified by: Lauren Montalvo Digitally signed by Lauren Montalvo  
Date: 2021.08.09 09:18:01 -07'00'

**RISK MANAGEMENT APPROVAL:** (all contracts & MOU's except boilerplate grant funding contracts)

Approved:  Disapproved:  Date: 08/06/2021 By: Michael Andersen Digitally signed by Michael Andersen  
Date: 2021.08.06 09:50:00 -07'00'  
Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_

**OTHER APPROVAL:** (Specify department(s) participating or directly affected by this contract).

Departments:  
Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_



## Insight Public Sector, Inc.

### SECOND AMENDMENT TO MICROSOFT ENTERPRISE AGREEMENT #3301

**THIS SECOND AMENDMENT** to that Microsoft Enterprise Agreement #3301 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Insight Public Sector, Inc., an Illinois corporation duly qualified to conduct business in the State of California, whose principal place of business is 6820 South Harl Avenue, Tempe, Arizona 85283 (hereinafter referred to as "Reseller");

### RECITALS

**WHEREAS**, Reseller has been engaged by County to provide Microsoft licenses and technical support services for its Information Technologies Department, pursuant to Agreement #3301, dated October 4, 2018;

**WHEREAS**, County as an enrolled affiliate was originally utilizing the County of Riverside's Master Microsoft Enterprise Agreement #01E73970 via the County of Riverside's Participating Agreement #RIVCO-20800-015-12/19 dated November 8<sup>th</sup>, 2016 with PCMG, Inc.;

**WHEREAS**, on October 22, 2019 County of Riverside entered into a new Microsoft Enterprise Agreement #8084445 with the Microsoft Corporation and approved the award of ten Licensing Solution Provider Agreements to ten authorized Licensing Solution Providers ("Microsoft Resellers") as the result of competitive Request for Qualifications #RIVCO-2020-RFQ-0000048, for the period of November 1, 2019 through October 31, 2021;

**WHEREAS**, the awarded Microsoft Resellers included PCMG, Inc. (Licensing Solution Provider Agreement No. PSA-0001527) and Insight Enterprises, Inc. (Licensing Solution Provider Agreement No. PSA-0001526);

**WHEREAS**, County transitioned from the County of Riverside's Participating Agreement #RIVCO-20800-015-12/19 to the new PCMG Licensing Solution Provider Agreement No. PSA-0001527 that is valid November 1, 2019 through October 31, 2021;

**WHEREAS**, Insight Enterprises, Inc. subsequently acquired PCMG, Inc. in a merger transaction, whereby PCMG, Inc. became a wholly owned subsidiary of Insight Enterprises, Inc. Reseller is an indirect wholly owned subsidiary of Insight Enterprises, Inc. and assumed all of PCMG, Inc.'s duties, responsibilities, and obligations using their own Licensing Solution Provider Agreement No. PSA-0001526;

**WHEREAS**, County of Riverside and Reseller extended the term of Licensing Solution Provider Agreement No. PSA-0001526 through October 31, 2024 by means of the First Amendment to the Licensing Solution Provider Agreement dated April 1, 2020;

**WHEREAS**, the parties hereto desire to amend the Agreement to extend the expiration date for three (3) additional years to August 31, 2024 to stay within the effective dates specified in the First Amendment to the Licensing Solution Provider Agreement No. PSA-0001526;

**WHEREAS**, the parties hereto desire to amend the Agreement to increase the compensation amount by \$2,100,000;

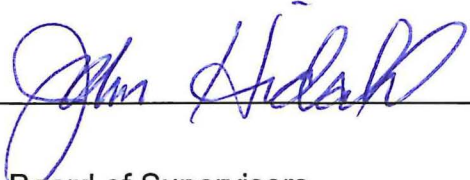
**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Reseller mutually agree to amend the terms of the Agreement in this Second Amendment to Microsoft Enterprise Agreement #3301 on the following terms and conditions:

- I. This Microsoft Enterprise Agreement, as amended, shall be effective through August 31, 2024.
- II. This Amendment authorizes County to increase the compensation amount by \$2,100,000 to make expenditures to Reseller for the remaining term of the Microsoft Enterprise Agreement resulting in a new not-to-exceed amount of \$4,158,958.18.

Except as herein amended, all other parts and sections of Microsoft Enterprise Agreement #3301 shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment to Microsoft Enterprise Agreement for Services #3301 on the dates indicated below.

**-- COUNTY OF EL DORADO --**

By: 

Dated: 8/24/21

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 8/24/21

**-- INSIGHT PUBLIC SECTOR, INC. --**

By: *Lisanne Steinheiser*  
Lisanne Steinheiser  
Global Compliance Officer  
"Reseller"

Dated: 08/09/2021



# CONTRACT AMENDMENT ROUTING SHEET

Date Prepared: 11/22/2021

Need Date: 11/24/2021

**PROCESSING DEPARTMENT:**

Department: Procurement and Contracts  
Dept. Contact: Tyler Prince  
Phone: X6438  
Department Head Signature: Jon Manning Digitally signed by Jon Manning  
Date: 2021.11.19 14:34:43  
-08'00'  
Jon Manning, CPPB  
Administrative Analyst Supervisor

**CONTRACTOR:**

Name: Insight Public Sector, Inc.  
Address: 6820 S. Harl Avenue  
Tempe, AZ 85283  
Phone: 800-467-4448  
Org Code: 1040000  
Project String  
(if applicable): \_\_\_\_\_

**CONTRACTING DEPARTMENT:** Information Technologies

Service Requested: Review and Approve

Description: Third Amendment to Microsoft Enterprise Agreement

Contract Term: 09/01/2018-08/31/2024 Contract Value: \$4,158,958.18

**COUNTY COUNSEL:** (must approve all contracts and MOU's)

Approved:  Disapproved:  Date: 11/29/2021 By: Janeth SanPedro Digitally signed by Janeth SanPedro  
Date: 2021.11.29 11:49:46 -08'00'  
Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_

Approved as to form - Microsoft's HIPAA Business Associate Agreement. JDS

**COUNSEL -- PLEASE FORWARD TO HR AND RISK MANAGEMENT -- THANKS!**

**HR APPROVAL:**

Compliance with Human Resources requirements? Yes:  No:   
Compliance verified by: Lauren Montalvo Digitally signed by Lauren Montalvo  
Date: 2021.11.30 13:50:52 -08'00'

**RISK MANAGEMENT APPROVAL:** (all contracts & MOU's except boilerplate grant funding contracts)

Approved:  Disapproved:  Date: 11/29/2021 By: Michael Andersen Digitally signed by Michael Andersen  
Date: 2021.11.29 12:27:49 -08'00'  
Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_

**OTHER APPROVAL:** (Specify department(s) participating or directly affected by this contract).

Departments:  
Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_

## Program Signature Form

MBA/MBSA number

Agreement number

8084445

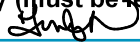
**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

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>	Document Number or Code
<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
<Choose Enrollment/Registration>	Document Number or Code
Enterprise Enrollment HIPAA Business Associate Agreement Amendment	M176 (74945193)

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 El Dorado <b>Signature*</b>  <small>Tonya Digiorno (Nov 30, 2021 15:54 PST)</small>
<b>Printed First and Last Name*</b> Tonya Digiorno <b>Printed Title</b> IT Director <b>Signature Date*</b> 11/30/2021
<b>Tax ID</b>

\* indicates required field

Microsoft Affiliate	
Microsoft Corporation	
<b>Signature</b>	<i>Siu Puteni</i>
<b>Printed First and Last Name</b>	Siu Puteni
<b>Printed Title</b>	Authorised Signer
<b>Signature Date</b>	12/02/2021 (date Microsoft Affiliate countersigns)
<b>Agreement Effective Date</b>	12/01/2021 (may be different than Microsoft's signature date)

**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

# Enterprise Enrollment HIPAA Business Associate Agreement Amendment ID M176

Enrollment Number

74945193

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

The HIPAA Business Associate Agreement below is hereby added to the Enrollment.

## HIPAA Business Associate Agreement

If Customer is a Covered Entity or a Business Associate and includes Protected Health Information in Customer Data, FastTrack Data, or Professional Services Data, this HIPAA Business Associate Agreement (“BAA”) is incorporated upon execution of an agreement (“Agreement”) that: (i) includes the Online Services Data Protection Addendum, or (ii) incorporates this BAA and the Microsoft Professional Services Data Protection Addendum by reference through a work order for Professional Services. If there is any conflict between a provision in this BAA and a provision in the Agreement, this BAA will control.

### 1. **Definitions.**

Except as otherwise defined in this BAA, capitalized terms shall have the definitions set forth in HIPAA, and if not defined by HIPAA, such terms shall have the definitions set forth in the Agreement.

“Breach Notification Rule” means the Breach Notification for Unsecured Protected Health Information Final Rule.

“Business Associate” shall have the same meaning as the term “business associate” in 45 CFR § 160.103 of HIPAA.

“Covered Entity” shall have the same meaning as the term “covered entity” in 45 CFR § 160.103 of HIPAA.

“Customer”, for this BAA only, means Customer and its Affiliates.

“FastTrack Data” means all data, including all text, sound, video, or image files, and software, that are provided to Microsoft by or on behalf of Customer for Microsoft’s performance of the FastTrack Services.

“FastTrack Services” means the onboarding and migration services for Office 365 Services specified as being in scope for this BAA on the FastTrack Center BAA site at <http://aka.ms/FastTrackBAA> (or successor site); and (2) Dynamics 365 Core Services and Microsoft Power Platform Core Services; that are provided to Customer by Microsoft in connection with Customer’s Microsoft Online Services subscription, excluding services that are performed using third-party software or software that is not hosted by Microsoft.

“HIPAA” collectively means the administrative simplification provision of the Health Insurance Portability and Accountability Act enacted by the United States Congress, and its implementing regulations, including the Privacy Rule, the Breach Notification Rule, and the Security Rule, as amended from time to time, including by the Health Information Technology for Economic and Clinical Health (“HITECH”) Act and by the Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the



Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules; Final Rule.

“Microsoft BAA-Scope Services”, for this BAA only, means the Core Online Services as defined in the Online Services Terms incorporated into the Agreement; Azure Health Bot; and any additional Azure online services and U.S. Government online services listed as in scope for this BAA on the Microsoft Trust Center at <https://docs.microsoft.com/en-us/compliance/regulatory/offering-hipaa-hitech> (or successor site); excluding Previews.

“Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information.

“Professional Services” means the following services provided under an Enterprise Services Work Order: (a) professional planning, advice, guidance, data migration, deployment and solution/software development services provided by Microsoft Consulting Services (“Consulting Services”); and (b) Microsoft Unified Support or Premier Support Services as described in the Services Consulting and Support Description or the Description of Services, respectively, which consist of professional technical software support services provided by Microsoft that help customers identify and resolve issues in their information technology environment (“Support Services”). Additionally, Professional Services includes (c) services provided under a Microsoft Business Support Services Work Order. The Professional Services do not include the Online Services.

“Professional Services Data” means all data, including all text, sound, video, image files or software, that are provided to Microsoft, by or on behalf of a Customer (or that Customer authorizes Microsoft to obtain from an Online Service) or otherwise obtained or processed by or on behalf of Microsoft through an engagement with Microsoft to obtain Professional Services.

“Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR § 160.103 of HIPAA, provided that it is limited to such protected health information that is received by Microsoft from, or created, received, maintained, or transmitted by Microsoft on behalf of, Customer (a) through the use of the Microsoft BAA-Scope Services, (b) for Microsoft’s performance of the FastTrack Services, or (c) through Microsoft’s provision of Professional Services.

“Security Rule” means the Security Standards for the Protection of Electronic Protected Health Information.

## **2. Permitted Uses and Disclosures of Protected Health Information.**

- a. Performance of the Agreement.** Except as otherwise limited in this BAA, Microsoft may Use and Disclose Protected Health Information for, or on behalf of, Customer as specified in the Agreement; provided that any such Use or Disclosure would not violate HIPAA if done by Customer, unless expressly permitted under paragraph b of this Section.
- b. Management, Administration, and Legal Responsibilities.** Except as otherwise limited in this BAA, Microsoft may Use and Disclose Protected Health Information for the proper management and administration of Microsoft and/or to carry out the legal responsibilities of Microsoft, provided that any Disclosure may occur only if: (1) Required by Law; or (2) Microsoft obtains written reasonable assurances from the person to whom the Protected Health Information is Disclosed that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and the person notifies Microsoft of any instances of which it becomes aware in which the confidentiality of the Protected Health Information has been breached.

## **3. Responsibilities of the Parties with Respect to Protected Health Information.**

- a. Microsoft’s Responsibilities.** To the extent Microsoft is acting as a Business Associate, Microsoft agrees to the following:

- (i) **Limitations on Use and Disclosure.** Microsoft shall not Use and/or Disclose the Protected Health Information other than as permitted or required by the Agreement and/or this BAA or as otherwise Required by Law. Microsoft shall not disclose, capture, maintain, scan, index, transmit, share or Use Protected Health Information for any activity not authorized under the Agreement and/or this BAA. Microsoft BAA-Scope Services, FastTrack Services, and Professional Services shall not use Protected Health Information for any advertising, Marketing or similar commercial purpose of Microsoft or any third party. Microsoft shall not violate the HIPAA prohibition on the sale of Protected Health Information. Microsoft shall make reasonable efforts to Use, Disclose, and/or request the minimum necessary Protected Health Information to accomplish the intended purpose of such Use, Disclosure, or request.
- (ii) **Safeguards.** Microsoft shall: (1) use reasonable and appropriate safeguards to prevent Use and Disclosure of Protected Health Information other than as permitted in Section 2 herein; and (2) comply with the applicable requirements of 45 CFR Part 164 Subpart C of the Security Rule.
- (iii) **Reporting.** Microsoft shall report to Customer: (1) any Use and/or Disclosure of Protected Health Information that is not permitted or required by this BAA of which Microsoft becomes aware; (2) any Security Incident of which it becomes aware, provided that notice is hereby deemed given for Unsuccessful Security Incidents and no further notice of such Unsuccessful Security Incidents shall be given; and/or (3) any Breach of Customer's Unsecured Protected Health Information that Microsoft may discover (in accordance with 45 CFR § 164.410 of the Breach Notification Rule). Notification of a Breach will be made without unreasonable delay, but in no event more than seventy-two (72) hours after Microsoft's discovery of a Breach. Taking into account the level of risk reasonably likely to be presented by the Use, Disclosure, Security Incident, or Breach, the timing of other reporting will be made consistent with Microsoft's and Customer's legal obligations.

For purposes of this Section, "Unsuccessful Security Incidents" mean, without limitation, pings and other broadcast attacks on Microsoft's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, as long as no such incident results in unauthorized access, acquisition, Use, or Disclosure of Protected Health Information. Notification(s) under this Section, if any, will be delivered to contacts identified by Customer pursuant to Section 3b(ii) (Contact Information for Notices) of this BAA by any means Microsoft selects, including through e-mail. Microsoft's obligation to report under this Section is not and will not be construed as an acknowledgement by Microsoft of any fault or liability with respect to any Use, Disclosure, Security Incident, or Breach.

- (iv) **Subcontractors.** In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2) of HIPAA, Microsoft shall require its Subcontractors who create, receive, maintain, or transmit Protected Health Information on behalf of Microsoft to agree in writing to: (1) the same or more stringent restrictions and conditions that apply to Microsoft with respect to such Protected Health Information; (2) appropriately safeguard the Protected Health Information; and (3) comply with the applicable requirements of 45 CFR Part 164 Subpart C of the Security Rule. Microsoft remains responsible for its Subcontractors' compliance with obligations in this BAA.
- (v) **Disclosure to the Secretary.** Microsoft shall make available its internal practices, records, and books relating to the Use and/or Disclosure of Protected Health Information received from Customer to the Secretary of the Department of Health and Human Services for purposes of determining Customer's compliance with HIPAA, subject to attorney-client and other applicable legal privileges. Microsoft shall respond to any such request from the Secretary in accordance with: (i) for Customer Data or FastTrack Data, the Section titled "Disclosure of Processed Data" within the Online Services Data Protection Addendum, or (ii) for Professional Services Data, the Section titled "Disclosure

of Professional Services Data” within the Professional Services Data Protection Addendum.

- (vi) **Access.** The parties acknowledge and agree that Microsoft does not maintain Protected Health Information in a Designated Record Set for Customer. In the event that there is a change in the Microsoft BAA-Scope Services, FastTrack Services, or Professional Services that Microsoft provides to Customer such that Microsoft commences maintaining Protected Health Information in a Designated Record Set, then Microsoft, at the request of Customer, shall within fifteen (15) days make access to such Protected Health Information available to Customer in accordance with 45 CFR § 164.524 of the Privacy Rule.
- (vii) **Amendment.** Subject to Section 3a(vi) above, if Microsoft maintains Protected Health Information in a Designated Record Set for Customer, then Microsoft, at the request of Customer, shall within fifteen (15) days make available such Protected Health Information to Customer for amendment and incorporate any reasonably requested amendment in the Protected Health Information in accordance with 45 CFR § 164.526 of the Privacy Rule.
- (viii) **Accounting of Disclosure.** Microsoft, at the request of Customer, shall within thirty (30) days make available to Customer such information relating to Disclosures made by Microsoft as required for Customer to make any requested accounting of Disclosures in accordance with 45 CFR § 164.528 of the Privacy Rule.
- (ix) **Performance of a Covered Entity’s Obligations.** To the extent Microsoft is to carry out a Covered Entity obligation under the Privacy Rule, Microsoft shall comply with the requirements of the Privacy Rule that apply to Customer in the performance of such obligation.

#### b. Customer Responsibilities.

- (i) **No Impermissible Requests.** Customer shall not request Microsoft to Use or Disclose Protected Health Information in any manner that would not be permissible under HIPAA if done by a Covered Entity (unless permitted by HIPAA for a Business Associate).
- (ii) **Contact Information for Notices.** Customer hereby agrees that any reports, notification, or other notice by Microsoft pursuant to this BAA will be provided as set forth in the Agreement.
- (iii) **Safeguards and Appropriate Use of Protected Health Information.** Customer is responsible for implementing appropriate privacy and security safeguards to protect its Protected Health Information in compliance with HIPAA. Without limitation, it is Customer’s obligation to:
  - 1) Not include Protected Health Information in: (1) information Customer submits to technical support personnel through a technical support request or to community support forums outside of Professional Services, or, for Professional Services, within the subject or body of a support case management or support ticket; and (2) Customer’s address book or directory information. In addition, Microsoft does not act as, or have the obligations of, a Business Associate under HIPAA with respect to Customer Data, FastTrack Data, or Professional Services Data once it is sent to or from Customer outside Microsoft BAA-Scope Services, FastTrack Services, or Professional Services over the public Internet, or if Customer fails to follow applicable instructions regarding physical media transported by a common carrier.
  - 2) During use of Microsoft BAA-Scope Services or in an engagement with Microsoft to obtain Professional Services or FastTrack Services, implement privacy and security safeguards in the systems, applications, and software that Customer controls, configures, and uploads.

#### **4. *Applicability of BAA.***

This BAA is applicable to Microsoft BAA-Scope Services, FastTrack Services, and Professional Services. Microsoft may, from time to time, (a) include additional Microsoft online services on the Microsoft Trust Center and/or in the Online Services Data Protection Addendum incorporated into the Agreement or additional FastTrack Services on the FastTrack Center BAA site, and (b) update the definition of Microsoft BAA-Scope Services, FastTrack Services, and Professional Services in this BAA, and such updated definitions will apply to Customer without additional action by Customer. It is Customer's obligation to not store or process in an online service, or provide to Microsoft for performance of a professional service, protected health information (as that term is defined in 45 CFR § 160.103 of HIPAA) until this BAA is effective as to the applicable service.

#### **5. *Term and Termination.***

- a. Term.** This BAA shall continue in effect until the earlier of (1) termination by a Party for breach as set forth in Section 5.b., below, or (2) expiration of Customer's Agreement.
- b. Termination for Breach.** Upon written notice, either Party immediately may terminate the Agreement and this BAA if the other Party is in material breach or default of any obligation in this BAA. Either party may provide the other a thirty (30) calendar day period to cure a material breach or default within such written notice.
- c. Return, Destruction, or Retention of Protected Health Information Upon Termination.** Upon expiration or termination of this BAA, Microsoft shall return or destroy all Protected Health Information in its possession, if it is feasible to do so, and as set forth in the applicable termination provisions of the Agreement. If it is not feasible to return or destroy any portions of the Protected Health Information upon termination of this BAA, then Microsoft shall extend the protections of this BAA, without limitation, to such Protected Health Information and limit any further Use or Disclosure of the Protected Health Information to those purposes that make the return or destruction infeasible for the duration of the retention of the Protected Health Information.

#### **6. *Miscellaneous.***

- a. Interpretation.** The Parties intend that this BAA be interpreted consistently with their intent to comply with HIPAA and other applicable federal and state law. Except where this BAA conflicts with the Agreement, all other terms and conditions of the Agreement remain unchanged. Any captions or headings in this BAA are for the convenience of the Parties and shall not affect the interpretation of this BAA.
- b. Amendments; Waiver.** This BAA may not be modified or amended except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, as a bar to, or as a waiver of any right or remedy as to subsequent events.
- c. No Third-Party Beneficiaries.** Nothing express or implied in this BAA is intended to confer, nor shall anything in this BAA confer, upon any person other than the Parties, and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
- d. Severability.** In the event that any provision of this BAA is found to be invalid or unenforceable, the remainder of this BAA shall not be affected thereby, but rather the remainder of this BAA shall be enforced to the greatest extent permitted by law.

- e. **No Agency Relationship.** It is not intended that an agency relationship (as defined under the Federal common law of agency) be established hereby expressly or by implication between Customer and Microsoft under HIPAA or the Privacy Rule, Security Rule, or Breach Notification Rule. No terms or conditions contained in this BAA shall be construed to make or render Microsoft an agent of Customer.

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.

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




# 00030000B99D67E5414523460CountyofEIDoradoSLGEA74845193M176HIPAAAMDsigned113021 (1)

Final Audit Report

2021-12-02

Created:	2021-12-02
By:	Siu Puteni (v-siput@microsoft.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0vey9Y8crEmKvbY48rdoSud2kqzQiy

## "00030000B99D67E5414523460CountyofEIDoradoSLGEA74845193M176HIPAAAMDsigned113021 (1)" History

 Document created by Siu Puteni (v-siput@microsoft.com)

2021-12-02 - 10:17:22 PM GMT- IP address: 167.220.24.122

 Document e-signed by Siu Puteni (v-siput@microsoft.com)

Signature Date: 2021-12-02 - 10:20:52 PM GMT - Time Source: server- IP address: 167.220.24.122- Located near: (0.0, 0.0)

# CONTRACT AMENDMENT ROUTING SHEET

Date Prepared: 04/26/2022

Need Date: 04/29/2022

**PROCESSING DEPARTMENT:**

Department: Procurement and Contracts  
Dept. Contact: Matthew Potter  
Phone: X5417  
Department Head Signature: Jon Manning  
Digitally signed by Jon Manning  
Date: 2022.04.25 10:17:35  
-07'00'  
Jon Manning, CPPB  
Administrative Analyst Supervisor

**CONTRACTOR:**

Name: Insight Public Sector, Inc.  
Address: 6820 S. Harl Avenue  
Tempe, AZ 85283  
Phone: 800-467-4448  
Org Code: 1040000  
Project String  
(if applicable): \_\_\_\_\_

**CONTRACTING DEPARTMENT:** Information Technologies

Service Requested: Review and Approve

Description: Fourth Amendment to Microsoft Enterprise Agreement

Contract Term: 09/01/2018-08/31/2024 Contract Value: \$4,658,958.18 as amended

**COUNTY COUNSEL:** (must approve all contracts and MOU's)

Approved:  Disapproved:  Date: 04/27/2022 By: Janeth SanPedro  
Digitally signed by Janeth SanPedro  
Date: 2022.04.27 11:14:38 -07'00'  
Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_

**COUNSEL -- PLEASE FORWARD TO HR AND RISK MANAGEMENT -- THANKS!**

**HR APPROVAL:**

Compliance with Human Resources requirements? Yes:  No:   
Compliance verified by: Sera Salmanyany  
Digitally signed by Sera Salmanyany  
Date: 2022.04.29 09:49:08 -07'00'

**RISK MANAGEMENT APPROVAL:** (all contracts & MOU's except boilerplate grant funding contracts)

Approved:  Disapproved:  Date: 04/28/2022 By: Michael Andersen  
Digitally signed by Michael Andersen  
Date: 2022.04.28 17:21:30 -07'00'  
Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_

**OTHER APPROVAL:** (Specify department(s) participating or directly affected by this contract).

Departments:  
Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_

## Program Signature Form

MBA/MBSA number

Agreement number

8084445
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31822-amdevi-CEDAZ
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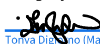
**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

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>	Document Number or Code
<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
<Choose Enrollment/Registration>	Document Number or Code
Amendment to Contract Documents	M423 (74945193)
Discount Transparency Disclosure Form	1163610.011

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 El Dorado <b>Signature*</b>  <small>Tonya Digiorno (May 24, 2022 12:37 PDT)</small>
<b>Printed First and Last Name*</b> Tonya Digiorno <b>Printed Title</b> Tonya Digiorno <b>Signature Date*</b> May 24, 2022
<b>Tax ID</b>

\* indicates required field



Microsoft Affiliate	
Microsoft Corporation	
<b>Signature</b> <i>Siu Puteni</i>	_____
<b>Printed First and Last Name</b>	Siu Puteni
<b>Printed Title</b>	Authorised Signer
<b>Signature Date</b> 05/28/2022 <small>(date Microsoft Affiliate countersigns)</small>	
<b>Agreement Effective Date</b> 05/27/2022 <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

## Amendment to Contract Documents

Enrollment Number

74945193

31822-amdevi-  
CEDAZ

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 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**

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.

**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
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# Microsoft | Volume Licensing

## Discount Transparency Disclosure Form

Date: 4/11/2022  
Program: Enterprise 6  
Enrollment Number: 74945193  
Quote Number: 1163610.011  
Partner Name: Insight Direct USA, Inc.  
Reseller Address: 6820 South Harl Avenue  
Tempe, AZ, United States, 85283-4318

### Discount Details

For this enrollment, Microsoft provided the Customer's Partner an additional discount off of the Partner's Net Price. The Partner is required, by Microsoft, to pass on the additional discount to the Customer by reducing the Microsoft Product resale price by an amount equal to or greater than the discount.

Listed in the table below is the maximum price the partner may charge for the Microsoft Products to be ordered under this enrollment. The Maximum Resale Price (MRP) is calculated by subtracting the additional discount provided to the Partner, from the total estimated resale price for the Microsoft Products.

The requirement to pass through the additional discount, does not mean that Microsoft is setting the Customer's actual price. Partners remain free to set the price charged for Microsoft Products at any point equal to or below MRP. The Customer's actual price will be established by a separate agreement between Customer and its Partner.

### Ordered Products

Currency	Maximum Resale Price
US Dollar	11,799

Note: The Maximum Resale Price listed in the table above only pertains to the Microsoft Products to be ordered under this Enrollment. The content of this form has no impact on the Customer's price for Non-Microsoft products and services.

In this form, the following definitions apply:


"Customer" means the entity that may enter or has entered into a Contract with the Partner.

"Contract" means a binding agreement between the Partner and Affiliate, under which Customer orders Products from Partner.

"Microsoft" means (1) the entity that has entered into an agreement with Partner under which Partner may place orders for Microsoft Products for use by the Customer and (2) the affiliates of such entity, as appropriate.

"Maximum Resale Price" means the sum of the Estimated Retail Price for all Microsoft Products ordered under the Customer Contract minus the aggregated discount off of the Partner's Net Price provided by Microsoft listed in the currency in which the Partner or Partner's reseller transacts with Microsoft.

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

**Partner:** Insight Direct USA, Inc.  
**Customer:** County of El Dorado  
**Signature of Customer's authorized representative:**   
**Printed name:** Tonya Digiorno  
**Printed title:** Tonya Digiorno  
**Date:** May 24, 2022