

# ORIGINAL

## Insight Public Sector, Inc.

### FIRST AMENDMENT TO MICROSOFT ENTERPRISE AGREEMENT #3301

**THIS FIRST 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 PCMG, Inc., a Delaware corporation duly qualified to conduct business in the State of California, now owned and operating as 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**, on October 22, 2019, PCMG, Inc. and the County of Riverside have entered into a Microsoft Enterprise Agreement (Master Agreement No. 8084445) and Licensing Solution Provider Agreement (No. PSA-0001527) incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, County, as an enrolled affiliate under the Agreement, has the ability to order certain Microsoft product licenses under the same pricing, terms, and conditions in the Agreement;

**WHEREAS**, Insight Enterprises, Inc. acquired PCM, Inc. in a merger transaction, whereby PCM, Inc. became a wholly-owned subsidiary of Insight Enterprises, Inc.;

**WHEREAS**, Insight Public Sector, Inc. is an indirect wholly-owned subsidiary of Insight Enterprises, Inc. and shall assume all of PCMG, Inc.'s duties, responsibilities, and obligations under Agreement (No. PSA-0001526);

**WHEREAS**, County agrees to consent to the assignment on the terms and conditions set forth herein;

**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 First Amendment to Microsoft Enterprise Agreement on the following terms and conditions:

- I. All references in the Agreement to PCMG, Inc. shall be changed to Insight Public Sector, Inc.
- II. The parties agree that by operation of the merger transaction described above, Insight Public Sector, Inc. assumes all duties and obligations under this Agreement, including, but not limited to, any liabilities or obligations for services performed by PCMG, Inc. prior to the effective date of the acquisition, and Insight

Public Sector, Inc. is responsible for performing the services in accordance with all the terms and conditions of this Agreement.

III. All correspondence and notices shall be delivered to:

Insight Public Sector Inc.  
Attn: Pam Potter, Manager SLED Compliance  
6820 South Harl Avenue  
Tempe, Arizona 85283

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 First Amendment to Agreement for Services #3301 on the dates indicated below.

--COUNTY OF EL DORADO--

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

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

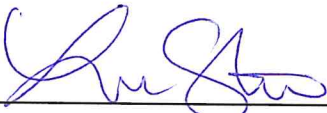
Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

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

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

--INSIGHT PUBLIC SECTOR, INC.--

By: 

Dated: 9/9/2020

Name: Lisanne Steinheiser

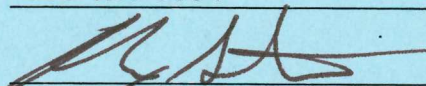
Title: Global Compliance Officer

# 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: 

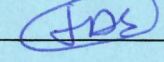
**CONTRACTOR:**

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:   
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>
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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 MEDIA FOR 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 THE STATE OF CALIFORNIA, BOE REGULATION 1502. SHOULD COUNTY OF EL DORADO EVER RECEIVE PHYSICAL MEDIA OR DOCUMENTATION RELATIVE TO THIS SOFTWARE AND/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

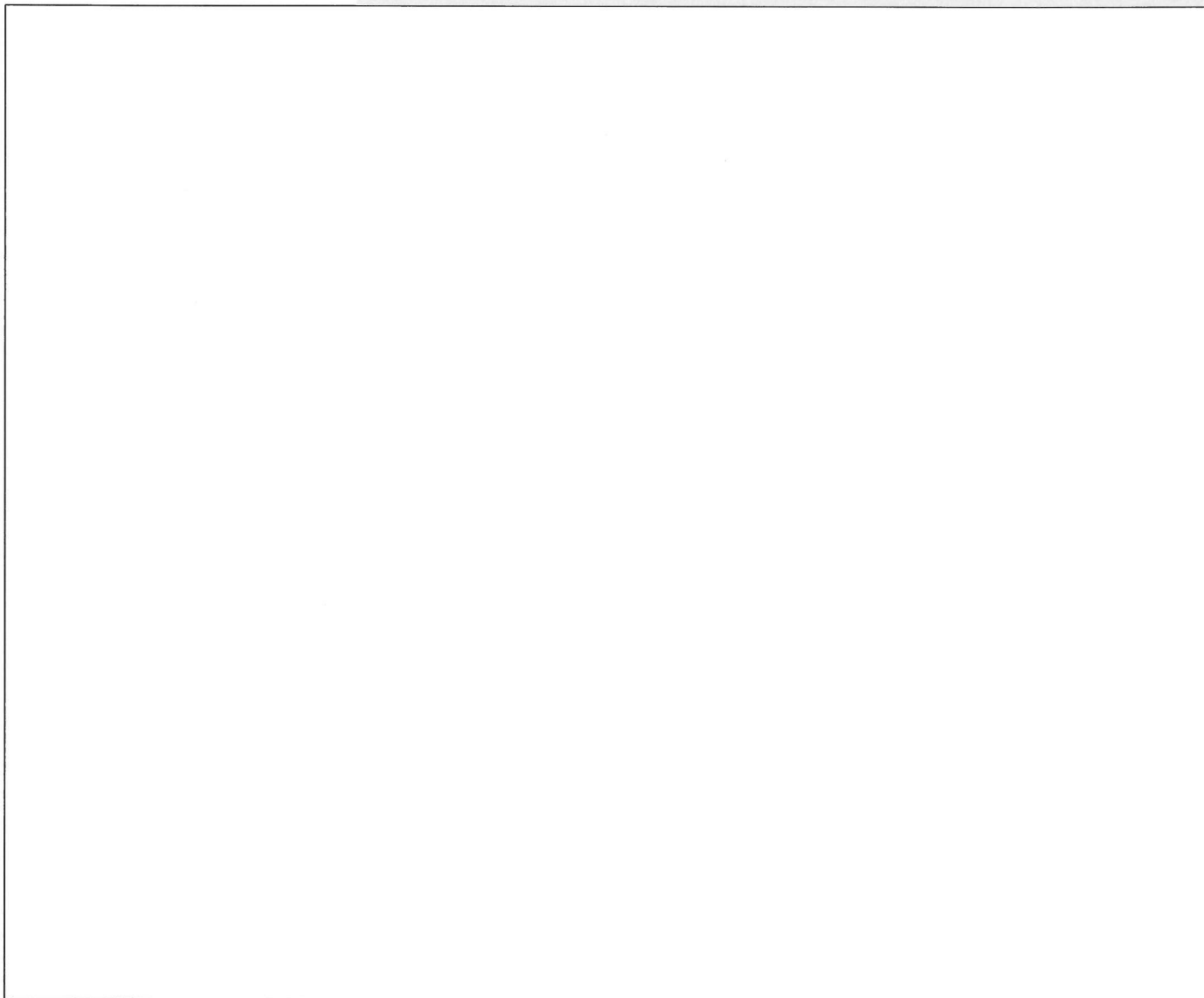
Page 2 of 2

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://edcgov.us/Government/Contracts/Pages/po\\_terms\\_conditions.aspx](https://edcgov.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 ALNG SubsVL MVL PerUsr	\$ 183.00	1,600	\$ 292,800.00
KV3-00353	WINE3perDVC ALNG SA MVL Pltfm	\$ 35.08	1,600	\$ 56,128.00
AAA-12417	CoreCALBridgeO365FromSA ALNG SubsVL MVL Pltfm PerUsr	\$ 13.80	1,600	\$ 22,080.00
<b>Additional Products</b>				
9GS-00135	CISSteDCCore ALNG SA MVL 2Lic CoreLic	\$ 151.85	112	\$ 17,007.20
H04-00268	SharePointSvr ALNG SA MVL	\$ 1,015.54	1	\$ 1,015.54
H04-00232	SharePointSvr ALNG LicSAPk MVL	\$ 2,369.52	4	\$ 9,478.08
7JQ-00343	SQLSvrEntCore ALNG 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:** Orders over \$5,000 must also have 3 vendor quotes.

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



# 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.

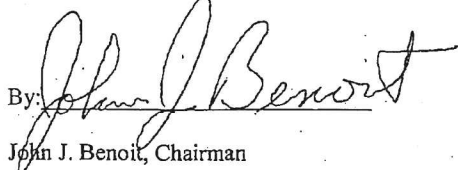
11. This agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This agreement may be changed 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

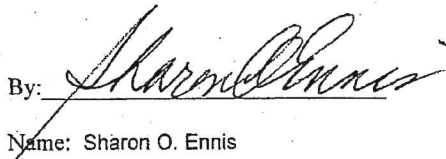
subdivision of the State of California

By: 

John J. Benoit, Chairman

Board of Supervisors

Dated: NOV 08 2016

By: 

Name: Sharon O. Ennis

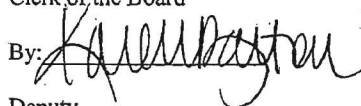
Title: Vice President

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

  
**AUG 09 2010**  
 Shirley Snyder  
 Duly Authorized on behalf of  
 Microsoft Corporation

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