Insight PUBLIC SECTOR

County of Monterey

September 27, 2017
RIVCO-20800-008 12/19
Microsoft Enterprise Agreement - Government (USD)
Renewal Pricing

Coverage Start Date: 1/1/2018
Coverage End Date: 12/31/2020
Number of Months: 36

MFG Part Number	Product Name	Product Type	Monthly Price (Reference Only)	Months Remaining Price	Qty	Extended Price
Additional Products						
6QK-00001	AzureMonetaryCommit ShrdSvr ALNG SubsVL MVL Commit	Monthly Subscriptions-VolumeLicense	$ 99.65	$ 1,195.80	6	$ 7,174.80
W6T-00002	AzureSpprt ShrdSvr ALNG SubsVL MVL Cmmt ProDirect	Monthly Subscriptions-VolumeLicense	$ 996.50	$ 11,958.00	1	$ 11,958.00
Azure GCC						
JSU-00001	AzureMntryCmmtmntG ShrdSvr ALNG SubsVL MVL Cmmt	Monthly Subscriptions-VolumeLicense	$ 99.65	$ 1,195.80	11	$ 13,153.80
	Year 1 Total:					$ 32,286.60
Additional Products						
6QK-00001	AzureMonetaryCommit ShrdSvr ALNG SubsVL MVL Commit	Monthly Subscriptions-VolumeLicense	$ 99.65	$ 1,195.80	6	$ 7,174.80
W6T-00002	AzureSpprt ShrdSvr ALNG SubsVL MVL Cmmt ProDirect	Monthly Subscriptions-VolumeLicense	$ 996.50	$ 11,958.00	1	$ 11,958.00
Azure GCC						
JSU-00001	AzureMntryCmmtmntG ShrdSvr ALNG SubsVL MVL Cmmt	Monthly Subscriptions-VolumeLicense	$ 99.65	$ 1,195.80	11	$ 13,153.80
	Year 2 Total:					$ 32,286.60
Additional Products						
6QK-00001	AzureMonetaryCommit ShrdSvr ALNG SubsVL MVL Commit	Monthly Subscriptions-VolumeLicense	$ 99.65	$ 1,195.80	6	$ 7,174.80
W6T-00002	AzureSpprt ShrdSvr ALNG SubsVL MVL Cmmt ProDirect	Monthly Subscriptions-VolumeLicense	$ 996.50	$ 11,958.00	1	$ 11,958.00
Azure GCC						
JSU-00001	AzureMntryCmmtmntG ShrdSvr ALNG SubsVL MVL Cmmt	Monthly Subscriptions-VolumeLicense	$ 99.65	$ 1,195.80	11	$ 13,153.80
	Year 3 Total:					$ 32,286.60
	Three Year Total:					**$ 96,859.80**

Monthly Subscriptions

Thank you for the opportunity to quote.

Microsoft

Volume Licensing

Program Signature Form

MBA/MBSA number	

FY18-sdaily-S-0030

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
Server and Cloud Enrollment	X20-12490
Product Selection Form	X20-12505
Enterprise Amendment	M97, M423 / 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 Monterey	
Signature* _Eric A. Chatham_	
Printed First and Last Name* ERIC A. CHATHAM	
Printed Title DIRECTOR, ITD	
Signature Date* 12/14/17	
Tax ID	

* indicates required field

Microsoft Affiliate	
Microsoft Corporation	
Signature	_Shirley Snyder_
Printed First and Last Name	
Printed Title	NOV 08 2017
Signature Date (date Microsoft Affiliate countersigns)	Shirley Snyder Duly Authorized on behalf of Microsoft Corporation
Agreement Effective Date (may be different than Microsoft's signature date)	

Reviewed as to fiscal provisions

[signature]
Auditor Controller
County of Monterey
11-16-17

APPROVED AS TO FORM

Rebecca M
DEPUTY COUNTY COUNSEL
COUNTY OF MONTEREY
Nov 15, 2017

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* _Gina Encallado_
Signature* _Gina Encallado_
Printed First and Last Name*
Printed Title
Signature Date* 12/15/17

Gina Encallado
Deputy Purchasing Agent
County of Monterey

* 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

▌▌Microsoft

Volume Licensing

Server and Cloud Enrollment

State and Local

Server and Cloud Enrollment number *Microsoft to complete*	68959374	Framework ID *(if applicable)*	
Previous Enrollment number *Reseller to complete*	7118061		

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

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

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, (7) the Online Services Supplemental Terms and Conditions if the Enterprise Agreement is a version 2010 or earlier and Enrolled Affiliate is ordering Online Services, and (8) any order submitted under this Enrollment. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement. If this Enrollment is entered into under an Enterprise Agreement version 2009 or earlier, the terms and conditions of this Enrollment supersede any conflicting terms and conditions in the Enterprise Agreement with respect to Products licensed under this Enrollment.

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

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

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

Terms and Conditions

1.   Definitions.

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

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

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

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

"Baseline Licenses" means Existing Baseline Licenses and New Baseline Licenses, collectively.

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

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

"Expiration Date" means the date upon which the Enrollment expires.

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

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

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

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

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

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

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

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

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

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

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

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

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. 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. Product Use Rights and Service Level Agreement.

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

   a. All terms and conditions applicable to Microsoft Azure Services also apply to Azure Government Services, except as otherwise noted in the Use Rights and this Enrollment.

   b. **Use Rights for Server and Tools Products.** For Server and Tools Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

3. Order requirements.

   a. **Minimum order requirements.**

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

   1) **Existing Baseline Licenses.** When ordering a Server and Tools Product other than Microsoft Azure, Enrolled Affiliate must identify all Existing Baseline Licenses for the applicable Server and Tools Product Family. Perpetual Licenses owned by the Enterprise but not identified as Existing Baseline Licenses in the applicable Product Family at the start of this Enrollment may not be used during this Enrollment term.

   2) **Initial Order.** Enrolled Affiliate's initial order must meet the minimum purchase requirements for at least one Product Family. For every applicable Product Family except Microsoft Azure the initial order must also include the following:

   A. Software Assurance on all perpetual Existing Baseline Licenses that have been continuously covered under Software Assurance;

   B. License with Software Assurance or Subscription License for each Existing Baseline License that has not been continuously covered under Software Assurance; and

   C. License with Software Assurance or Subscription Licenses for all New Baseline Licenses.

   3) **Effect of Subscription License coverage on Existing Baseline Licenses.** If Enrolled Affiliate orders Subscription Licenses for any Existing Baseline Licenses, the

following provisions will apply for the duration of this Enrollment, notwithstanding any provisions to the contrary in the Baseline Agreements:

    A. The use rights for those Existing Baseline Licenses will be superseded and replaced by the use rights for the Subscription Licenses.

    B. The Existing Baseline Licenses shall be non-transferrable.

    C. The Enrolled Affiliate and its Affiliates must continue to perform any obligations under their Baseline Agreement(s), including but not limited to making payments for any of the Existing Baseline Licenses.

    D. When this Enrollment expires or is terminated, the Enrolled Affiliate or its Affiliates, as applicable, will have the rights under the Baseline Agreement(s) that it had as of the effective date of this Enrollment, unless it exercises its buy-out option as provided in this Enrollment.

b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.

c. **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any subsequent orders.

d. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

e. **Adding Products.**

    (i) **Adding new Products not previously ordered.**

        1) New Server and Tools Products may be added by contacting a Microsoft Account Manager or Reseller.

        2) New Server and Tools Products included in a previously ordered Product Family may be added at any time but must be included in the next annual true-up order.

        3) Orders for new Additional Products, other than Online Services, must be placed in the month the Additional Product is first used.

        4) Subscription Licenses for new Online Services other than Microsoft Azure Services must be ordered prior to use.

        5) Microsoft Azure Services may be added as provided in the Product Terms.

    (ii) **Adding Licenses for previously ordered Products.**

        1) Additional Licenses for previously ordered Products may be added at any time but must be included in the next annual true-up order.

        2) Additional Subscription Licenses for Online Services must be ordered prior to use unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

f. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

    (i) **Annual order period.** A true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date.

Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be received by Microsoft during the annual order period.

(ii) True-up order. Enrolled Affiliate must determine the maximum number of Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase. For Subscription Licenses for Products other than Online Services, the true-up order must indicate the initial use date(s) for each additional Subscription License ordered. For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use, and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were ordered.

(iii) Update statement. An update statement must be submitted if there has been no change in the number of Products used within Enrolled Affiliate's Enterprise since the latter of the initial order, the last true-up order, or the prior anniversary date. This update statement must be signed by Enrolled Affiliate's authorized representative.

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

1) For Server and Tools Products available as Subscription Licenses, Licenses may be reduced only as long as the minimum order requirements are maintained. If reducing Subscription Licenses that cover Existing Baseline Licenses, Enrolled Affiliate may not use or transfer those Existing Baseline Licenses for the remainder of the term.

2) For Online Services available as Additional Product Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, the applicable Subscription License will be cancelled.

Subscription Licenses added after the initial order may not be reduced on the anniversary date immediately following the order but must remain in effect at least until the subsequent anniversary date. Notwithstanding the foregoing, Microsoft Azure Monetary Commitment added after the initial order may be reduced on any anniversary date.Invoices will be adjusted to reflect any reductions in Subscription Licenses and will be effective as of the Enrollment anniversary date.

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

1) Microsoft will invoice Enrolled Affiliate's Reseller for the following year for the quantity of Subscription Licenses ordered in the prior year; however, such invoice will not constitute a waiver of the annual order requirement;

2) Subscription License reductions will not take effect until the following Enrollment anniversary date (or at Enrollment renewal, as applicable); and

3) Microsoft will invoice Enrolled Affiliate's Reseller for all Reserved Licenses not previously invoiced.

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

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

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

h. **Clerical Errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

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

4. *Pricing.*

a. **Price levels.** Each Product is assigned to a Product pool as shown on the Product Terms. Price levels (A, B, C or D) are set separately for each pool. Price levels for the applicable Product pools are set forth in the Product Selection Form. Enrolled Affiliate's price level for each Product pool under this Enrollment will be Level D.

b. **Setting prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Microsoft's prices for Resellers for each Product or Service ordered (except for Microsoft Azure Services) are fixed throughout the applicable Enrollment term.

5. *Payment terms.*

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

b. **Subscription Licenses (except Microsoft Azure Services).** Microsoft will invoice Enrolled Affiliate's Reseller annually in full upon acceptance of each order. Microsoft will invoice Reseller for annual orders on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront.

c. **Microsoft Azure services.** Invoicing for Microsoft Azure Services is described in the Product Terms.

6. *End of Enrollment term and termination.*

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but for which it has not previously submitted an order.

b. **End of term rights for Server and Tools Products.** Provided Enrolled Affiliate has paid for all required Licenses, including any Baseline Licenses, on the Expiration Date Enrolled Affiliate will have the following rights:

(i) **Existing Baseline Licenses with continuous Software Assurance.** For perpetual Existing Baseline Licenses continuously covered by Software Assurance, Enrolled Affiliate will have perpetual Licenses to use the latest version of the Product available (or any prior version) as of the Expiration Date, provided that the Existing Baseline Licenses are fully paid.

(ii) New Baseline Licenses. For New Baseline Licenses (excluding Subscription Licenses), Enrolled Affiliate will have perpetual Licenses to use the latest version of the Product available (or any prior version) as of the Expiration Date.

c. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products and Services by renewing this Enrollment for one additional 36 full calendar month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Enrolled Affiliate to enter into new agreements and Enrollments at renewal.

d. **If Enrolled Affiliate elects not to renew.**

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Extended Term for eligible Online Services.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** If Enrolled Affiliate does not renew, access to Online Services will automatically continue month-to-month in accordance with the terms of the Enrollment ("Extended Term") for up to one year, unless designated in the Product Terms to continue until cancelled. For the first twelve months of the Extended Term, Online Services will be invoiced monthly (quarterly for Microsoft Azure Services) at the then-current published price (or Consumption Rate for Microsoft Azure Services) for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee. As of the first day of the thirteenth month of the Extended Term, Online Services that continue until cancelled will be invoiced at the then-current published price, plus a 3% administrative fee. During the Extended Term, the then-current Online Services Terms and Product Terms will apply to Enrolled Affiliate's use. If Enrolled Affiliate does not want an Extended Term, Microsoft must receive a request not to extend no later than 30 days before 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. If Enrolled Affiliate does not intend to continue with the Extended Term, Enrolled Affiliate must submit 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 without an Extended Term.** If Enrolled Affiliate elects not to renew or exercise its buy-out rights for Products eligible for buy-out, Subscription Licenses will be cancelled and will terminate as of the Expiration Date. Any associated software must be uninstalled, media must be destroyed and the Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

e. **Buy-out option.**

(i) **For Subscription Licenses.** Enrolled Affiliate may buy out active Subscription Licenses acquired under this Enrollment for Products other than Online Services and acquire perpetual Licenses for the latest version of the Product as of the Expiration Date by placing an order for such Licenses.

(ii) **Buy-out order date.** Microsoft must receive the buy-out order no more than 30 days prior to the Expiration Date. The Expiration Date will be the invoice date for the buy-out order.

f. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" Section of the Agreement. In addition, the following will constitute a breach of this Enrollment: (1) Enrolled Affiliate or any Affiliate in the Enterprise fails to timely pay for any existing Baseline License, (2) any existing Baseline Agreement is terminated for cause prior to full payment, or (3) Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

g. **Early termination.** If Enrolled Affiliate terminates this Enrollment as a result of a breach by Microsoft, or if Microsoft terminates this Enrollment because Enrolled Affiliate has ceased to be Customer's Affiliate, then Enrolled Affiliate will have the following options for Licenses, excluding Subscription Licenses:

  (i) It may immediately pay the total remaining amount due, including all installments, in which case, Enrolled Affiliate will have perpetual rights (1) for Server and Tools Products, as described in the section entitled "End of Term rights for Server and Tools Products" and (2) for Additional Products, for all Licenses (excluding Subscription Licenses) it has ordered (for the latest version of Products ordered under Software Assurance coverage in an initial or renewal term); or

  (ii) It may pay only amounts due as of the termination date, in which case Enrolled Affiliate will have perpetual Licenses (for the latest version of Products ordered under Software Assurance coverage in an initial or renewal term) for (1) all copies of Products for which payment has been made in full, and (2) a proportional number of copies of Products it has ordered for which payment has been made.

h. **Early termination for Subscription Licenses.** Notwithstanding anything to the contrary in any of the documents that collectively constitute the Enterprise Agreement, if an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates this Enrollment because Enrolled Affiliate has ceased to be Customer's Affiliate, then Enrolled Affiliate will have the following options with respect to Subscription Licenses:

  (i) Enrolled Affiliate may obtain perpetual Licenses as described in the section entitled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.

  (ii) If not exercising the buy-out option, Enrolled Affiliate will receive a credit for any amount paid in advance that would apply after the date of termination.

i. **Early termination for Online Services.** For Online Services, if an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates this Enrollment for regulatory reasons or because Enrolled Affiliate has ceased to be Customer's Affiliate, then Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

7. *Government Community Cloud.*

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

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise

noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Use Rights, will not apply.

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

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 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 Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Include future Affiliates

If no selection is made, Microsoft will deem the Enterprise to include all 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 Monterey
Contact name: First* Michael **Last*** Gross
Contact email address* GrossM@co.monterey.ca.us
Street address* 1590 Moffett St
City* Salinas
State/Province* CA
Postal code* 93905-3342-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 831-759-6941
Tax ID
* indicates required field

b. Notices contact and Online Administrator. This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may

grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

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

Name of entity*: County of Monterey
Contact name: First* Michael **Last*** Gross
Contact email address* GrossM@co.monterey.ca.us
Street address* 1590 Moffett St
City* Salinas
State/Province* CA
Postal code* 93905-3342-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 831-759-6941
Language preference. Choose the language for notices. English
☐ This contact is a third party (not Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
* indicates required field

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

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)
Contact name: First* Michael **Last*** Gross
Contact email address* GrossM@co.monterey.ca.us
Phone* 831-759-6941
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
* indicates required field

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

Reseller company name* Insight Direct USA, Inc.
Street address (PO boxes will not be accepted)* 6820 S. Harl Ave.
City* Tempe
State/Province* AZ
Postal code* 85283
Country* United States
Contact name* Software
Phone* (800) 624-0503
Contact email address* contractsupport@insight.com
* indicates required field

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

Name of Reseller* Insight Direct USA, Inc.	
Signature* _____	
Printed name* Lisanne Steinheiser	
Printed title* Global Compl Officer & Asst Sec	
Date* 11/1/17	

* indicates required field

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

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.*

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

4. *Upfront Payment.*

Does Enrolled Affiliate wish to pay upfront as allowed in the Payment terms section of this Enrollment?

☐ Yes, ☒ No.

Microsoft

Server and Cloud Enrollment
Product Selection Form

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

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

Price Levels for Server and Tools Products and Additional Products:

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

Agreement or Enrollment Name	Agreement or Enrollment Number

Server Pool Price Level	Applications Pool Price Level	Systems Pool Price Level
D	D	D

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

Baseline Licenses at Enrollment Effective Date	Product Selection Form	Customer Price Sheet SKUs
Licenses with Software Assurance	Existing Baseline Licenses with continuous Software Assurance	SA
Licenses only	Existing Baseline Licenses without continuous Software Assurance	MSU
New Subscription Licenses	New Subscription Licenses	MSU
New Licenses	New Licenses with Software Assurance	LicSAPk

Determining the number of Licenses and SKUs

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

Product Selection Form				
Product selection		**Baseline Licenses**			
		Existing Baseline Licenses		New Baseline Licenses	
Product Family	Server and Tools Product	Existing Licenses with Software Assurance	Existing Licenses without Software Assurance	New Subscription Licenses	New Licenses with Software Assurance
SQL Server[1]	SQL Server Enterprise Per Core				
	SQL Server Standard Per Core				
	SQL Server Standard Server				
	SQL Server CAL				
BizTalk Server	BizTalk Server Enterprise Per Core				
	BizTalk Server Standard Per Core				
	BizTalk Server Branch Per Core				
Visual Studio	Visual Studio Ultimate with MSDN	N/A[2]	N/A[2]	N/A	N/A
	Visual Studio Premium with MSDN	N/A[2]	N/A[2]	N/A	N/A
	Visual Studio Enterprise with MSDN				
	Visual Studio Test Professional with MSDN				
	Visual Studio Team Foundation Server CAL				

Product Selection		Baseline Licenses			
		Existing Baseline Licenses		New Baseline Licenses	
Product Family	Server and Tools Product	Existing Licenses with Software Assurance	Existing Licenses without Software Assurance	New Subscription Licenses	New Licenses with Software Assurance
Visual Studio (Continued)	MSDN Platforms				
SharePoint Server	SharePoint Server				
Azure	Azure Monetary Commitment	The monetary commitment is tracked on the CPS if applicable			
Core Infrastructure Suite	CIS Datacenter				
	CIS Standard				
	Windows Server Datacenter	(3)	(4)	N/A	N/A
	System Center Datacenter	(3)	N/A	N/A	N/A
	Windows Server Standard	(3)	(4)	N/A	N/A
	System Center Standard	(3)	N/A	N/A	N/A

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

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

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

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

Minimum Purchase Requirements

Product Family	Minimum Initial Order
SQL Server	The quantity of SQL Per Core licenses needed for 50 cores OR 5 SQL Server editions with 250 CALs (SQL Server editions require CALs).

BizTalk Server	24 Cores of any combination of Biztalk Server Editions. The SQL Server product family must be selected in the above table.
Visual Studio	20 Licenses of any combination of: Visual Studio Enterprise with MSDN and MSDN Platforms. A Baseline License is required for each user of any software licensed through MSDN subscription. Use of MSDN Software includes, but is not limited to, developing and testing programs using the software as well as installing, configuring and managing the software. Examples of users include (but are not limited to): developers, testers, and other IT employees interacting with application development infrastructure.
SharePoint Server	5 Servers. The SQL Server product family must be selected in the above table.
Core Infrastructure Suites	All licensed Windows Server deployments must be licensed with an appropriate Core Infrastructure Suite SKU. Minimum order is 400 Core Licenses for Core Infrastructure Server Suites Standard or Datacenter (either edition or any combination of both).
Azure Monetary Commitment	If Azure Monetary Commitment is the only Server and Tools Product selected and the Enrollment is versioned 2016 or later, the Minimum Initial Order for Monetary Commitment is 10 Monetary Commitment units per month.

Otherwise, the Minimum Initial Order for Monetary Commitment is 1 Monetary Commitment unit per month. |

Microsoft

Volume Licensing

Amendment to Contract Documents

FY18-sdaily-S-0030

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.

Server and Cloud Enrollment (Indirect)
Invoice for Quoted Price
Amendment ID M97

Notwithstanding anything to the contrary or in addition to any terms in the Enrollment, the Enrollment is hereby amended to add the following paragraph:

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

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

1. Definitions.

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

"Lead Enrollment" means the Enrollment identified above.

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

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

"Tenant Affiliate" means an Affiliate in Enrolled Affiliate's Enterprise that is identified in Appendix A, attached hereto.

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 Appendix A. 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 Monetary Commitment.** Each Tenant Affiliate must purchase an Azure Monetary Commitment; 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 Appendix A. 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.

AmendmentApp v4.0   M97,M423   B

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Appendix A

1	**Azure Billing Tenant Details**	Prior Azure Billing Tenant Enrollment Number (if renewal): Azure Billing Tenant Enrollment Number (Microsoft to complete): Profile ID: Azure GCC P.O. Number: Billing Tenant Entity Name: Azure GCC
	Notices and Online Services Manager Contact Details	Contact name: First: Michael Last: Gross Contact email: 1930-EDS-Everyone@co.monterey.ca.us Is this a third-party (i.e. not an Enrolled Affiliate)? ☐ YES* ☒ NO *Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
2	**Azure Billing Tenant Details**	Prior Azure Billing Tenant Enrollment Number (if renewal): Azure Billing Tenant Enrollment Number (Microsoft to complete): Profile ID: P.O. Number: Billing Tenant Entity Name:
	Notices and Online Services Manager Contact Details	Contact name: First: Last: Contact email: Is this a third-party (i.e. not an Enrolled Affiliate)? ☐ YES* ☐ NO *Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
3	**Azure Billing Tenant Details**	Prior Azure Billing Tenant Enrollment Number (if renewal): Azure Billing Tenant Enrollment Number (Microsoft to complete): Profile ID: P.O. Number: Billing Tenant Entity Name:

	Notices and Online Services Manager Contact Details	Contact name: First:　　　Last: Contact email: Is this a third-party (i.e. not an Enrolled Affiliate)? ☐ YES*　☐ NO *Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
4	**Azure Billing Tenant Details**	Prior Azure Billing Tenant Enrollment Number (if renewal): Azure Billing Tenant Enrollment Number (Microsoft to complete): Profile ID: P.O. Number: Billing Tenant Entity Name:
	Notices and Online Services Manager Contact Details	Contact name: First:　　　Last: Contact email: Is this a third-party (i.e. not an Enrolled Affiliate)? ☐ YES*　☐ NO *Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

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:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Aug2017)v2(IU).docx		M97	B
(M423)EnrMultiTenant(MultipleAzureBillingTenantsUnderASingleEnrollment)(WW)(ENG)(Aug2017)(IU).docx		M423	B

Microsoft

Previous Enrollment(s)/Agreement(s) Form

Entity Name: County of Monterey
Contract that this form is attached to: SLG - Server and Cloud Enrollment

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

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

a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.

b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.

c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.

d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).

e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	7118061		