

Program Signature Form

MBA/MBSA number		7-MZQ2WLKUB
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
Enterprise Amendment	CTM;CTM;M97;M23 (New)
Discount Transparency Disclosure Form	0713012.002_DTFD
Product Selection Form	0713012.002_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)* City of Fresno
Signature* 
Printed First and Last Name* Bryon Horn
Printed Title CIO
Signature Date* 4/5/18
Tax ID

* indicates required field

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

Optional 2nd 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

Previous Enrollment(s)/Agreement(s) Form

Entity Name: City of Fresno

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	9077863	X	X

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

68740510

Framework ID
(if applicable)Previous Enrollment number
(Reseller to complete)

9077863

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-

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.

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.

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)* City of Fresno

Contact name* First Bryon Last Horn

Contact email address* Bryon.Horn@fresno.gov

Street address* 2600 Fresno Street Suite 1059

City* Fresno

State/Province* CA

Postal code* 93721-3620-

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

Country* United States

Phone* 559-621-7119

Tax ID

** 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 Frank D. Last Vawter
Contact email address* FrankD.Vawter@Fresno.gov
Street address* 2600 Fresno Street Suite 1070
City* Fresno
State/Province* CA
Postal code* 93721-3620-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 559-621-7169

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 Frank D. Last Vawter
Contact email address* FrankD.Vawter@Fresno.gov
Phone* 559-621-7169

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* SoftwareONE, Inc.
Street address (PO boxes will not be accepted)* 20875 Crossroads Circle, Suite 1
City* Waukesha
State/Province* WI
Postal code* 53186-4093
Country* United States
Contact name* MS* Admin
Phone* 262-317-5555
Contact email address* ms-admin.us@softwareone.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.

Microsoft | Volume Licensing

Discount Transparency Disclosure Form

Program: Enterprise 6
Enrollment Number: Renewal
Quote Number: 0713012.002
Partner Name: SoftwareONE, Inc.
Reseller Address: 20875 Crossroads Circle, Suite 1
Waukesha, WI, United States, 53186-4093

Discount Details

The total Estimated Retail Price (ERP) deal value and the aggregate percentage discount off Partner Net Pricing, for the Products to be ordered by the Enrolled Affiliate, are listed in the table below. The List Price is the ERP per unit for such Products. Partners pay a Net Price per unit that is lower than ERP. For this Enrollment, Microsoft provided Enrolled Affiliate's Partner an additional discount off the Partner's Net Price, and the aggregate value of additional discount(s) is shown in the table below. The discount would be lower if it were a percentage of ERP because ERP is higher than Net Price. Partners may receive additional compensation from Microsoft (e.g., incentives or rebates). Enrolled Affiliate's actual price will be established by a separate agreement between Enrolled Affiliate and its Partner.

Ordered Products

Currency	Total ERP Deal value	Aggregate % Discount off Partner Net Pricing
US Dollar	1,687,559	9.05

Discount Transparency Compliance Notes

Note 1: This form must be attached to signature form to be valid.

Deal Desk Case

5-0000002097975

City of Fresno

Please note that this is a complex transaction which was supported by the Deal Desk team.

Please inform Deal Desk when you receive the signed documents for processing, by immediately sending a notification to one of the aliases listed below.

Do not send any external communication until you receive confirmation to do so from Deal Desk.

When sending emails to Deal Desk, always mention the Deal Desk Case# above in the body of your email (not the subject).

How to Contact Deal Desk

NAOC: naodd@microsoft.com

Important Note: This coversheet is provided based on the final documents reviewed by Deal Desk. The documents must be submitted within the expected timeframe for this guide to remain valid. The ownership and validity of the deal package remains the responsibility of the LSS. For any subsequent additions, revisions or updates, the LSS is encouraged to send the revised package to Deal Desk for review to mitigate the risk of deal breakage.

Proposal ID

0713012.002

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	3,000	3,000	1.0	Yes	User Licenses

Products	Enterprise Quantity
Office Professional Plus	
Office Professional Plus	3,000
Office 365 Plans	
Office 365 (Plan G3) Add On	10
Client Access License (CAL)	
Core CAL	
Core CAL	3,000
Windows Desktop	
Windows Enterprise OS Upgrade	3,000
Microsoft 365 Enterprise	
Microsoft 365 E3 USL	3,000

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	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
Quantity	3000	3000	3000	3000

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

NOTES	
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:	
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
Note 1: 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.	
Note 2: Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.	
Note 3: 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.	
Note 4: 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.	

SoftwareOne - software quote

Quoted by Aaron Liggitt, SoftwareOne 20875 Crossroads Circle, Suite 1, Waukesha, WI 53186

Phone 916-735-3942 aaron.liggitt@softwareone.com

Please fax your POs to Client Assistance Center at 800-366-9994. You may call 800-400-9852, option 2, to check status on orders.

Quoted to: **City of Fresno**
Frank Vawter
FrankD.Vawter@fresno.gov

Date 3/27/18 BUDGETARY annual pricing to renew your EA agreement.

Year 1 (page 1 of 3).

Important: Please provide the email address of the recipient designated to receive a SoftwareONE "order confirmation"

Quantity	Part #	Description	Unit Price	Ext. Price
Enterprise Products				
3,000	269-12442	OfficeProPlus ALNG SA MVL Pltfrm	\$ 78.68	\$ 236,040.00
3,000	KV3-00353	WINE3perDVC ALNG SA MVL Pltfrm	\$ 34.72	\$ 104,160.00
3,000	W06-01072	CoreCAL ALNG SA MVL Pltfrm UsrCAL	\$ 38.78	\$ 116,340.00
10	AAA-11889	O365GovE3 ShrdSvr ALNG SubsVL MVL AddOn touserCoreCALw/OPP	\$ 60.58	\$ 605.80
Additional Products				
1	J5U-00004	AzureMntryCmmtmntG ShrdSvr ALNG SubsVL MVL Commit Provision	\$ -	\$ -
42	076-01912	Prjct ALNG SA MVL	\$ 96.59	\$ 4,056.78
18	H30-00238	PrjctPro ALNG SA MVL w1PrjctSvrCAL	\$ 160.99	\$ 2,897.82
34	D87-01159	VisioPro ALNG SA MVL	\$ 82.63	\$ 2,809.42
1	D86-01253	VisioStd ALNG SA MVL	\$ 42.74	\$ 42.74
2	MX3-00117	VSEntSubMSDN ALNG SA MVL	\$ 969.66	\$ 1,939.32
20	395-02504	ExchgSvrEnt ALNG SA MVL	\$ 599.00	\$ 11,980.00
3	312-02257	ExchgSvrStd ALNG SA MVL	\$ 104.61	\$ 313.83
4	5HU-00216	SfBSvr ALNG SA MVL	\$ 539.12	\$ 2,156.48
10	76N-02468	SharePointEntCAL ALNG SA MVL DvcCAL	\$ 12.30	\$ 123.00
12	H04-00268	SharePointSvr ALNG SA MVL	\$ 1,005.38	\$ 12,064.56
105	359-00961	SQLCAL ALNG SA MVL UsrCAL	\$ 30.87	\$ 3,241.35
20	7JQ-00343	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	\$ 2,033.18	\$ 40,663.60
13	228-04433	SQLSvrStd ALNG SA MVL	\$ 132.64	\$ 1,724.32
25	7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	\$ 530.22	\$ 13,255.50
165	6VC-01254	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	\$ 19.45	\$ 3,209.25
350	9EA-00278	WinSvrDCCore ALNG SA MVL 2Lic CoreLic	\$ 113.85	\$ 39,847.50
50	9EA-00279	WinSvrDCCore ALNG SASU MVL 2Lic WinSvrStdCore CoreLic	\$ 227.54	\$ 11,377.00
720	9EM-00270	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic	\$ 16.26	\$ 11,707.20
	Product-total			\$ 620,555.47
	Sub-Total			\$ 620,555.47
	Tax	Please write "Electronic Delivery Only" on your order.		\$ -
	Shipping			No Charge
	Total	Your YEAR 1 EA Price (on a 3-year EA contract)		\$ 620,555.47
Prices good for 30 days		total of 3 years of payments = \$ 2,353,223.81		

Pass-Through Warranty and Other Rights. As a reseller, end-user warranties and liabilities (with respect to any third party hardware and software products provided by SoftwareONE) shall be provided as a pass-through from the manufacturer of such products. All software products are subject to the license agreement of the applicable software supplier, as provided with the software packaging or in the software at time of shipment.

SoftwareOne - software quote

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Phone 916-735-3942 aaron.liggitt@softwareone.com

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Quoted to: **City of Fresno**
Frank Vawter
FrankD.Vawter@fresno.gov

Date 3/27/18 **BUDGETARY annual pricing to renew your EA agreement.**

Year 2 (page 2 of 3).

Important: Please provide the email address of the recipient designated to receive a SoftwareONE "order confirmation"

Quantity	Part #	Description	Unit Price	Ext. Price
Enterprise Products				
1,500	269-12442	OfficeProPlus ALNG SA MVL Pltfrm	\$ 79.08	\$ 118,620.00
1,500	KV3-00353	WINE3perDVC ALNG SA MVL Pltfrm	\$ 34.90	\$ 52,350.00
1,500	W06-01072	CoreCAL ALNG SA MVL Pltfrm UsrCAL	\$ 38.98	\$ 58,470.00
1,500	AAA-11984	M365 E3 FromSA GCC ShrdSvr ALNG SubsVL MVL PerUsr	\$ 242.02	\$ 363,030.00
Additional Products				
3,000	3GU-00001	O365ATPGCC ShrdSvr ALNG SubsVL MVL PerUsr	\$ 14.32	\$ 42,960.00
1	J5U-00004	AzureMntryCmmtmntG ShrdSvr ALNG SubsVL MVL Commit Provision	\$ -	\$ -
42	076-01912	Prjct ALNG SA MVL	\$ 97.08	\$ 4,077.36
18	H30-00238	PrjctPro ALNG SA MVL w1PrjctSvrCAL	\$ 161.80	\$ 2,912.40
34	D87-01159	VisioPro ALNG SA MVL	\$ 83.05	\$ 2,823.70
1	D86-01253	VisioStd ALNG SA MVL	\$ 42.96	\$ 42.96
2	MX3-00117	VSEntSubMSDN ALNG SA MVL	\$ 974.56	\$ 1,949.12
20	395-02504	ExchgSvrEnt ALNG SA MVL	\$ 602.03	\$ 12,040.60
3	312-02257	ExchgSvrStd ALNG SA MVL	\$ 105.14	\$ 315.42
4	5HU-00216	SfBSvr ALNG SA MVL	\$ 541.84	\$ 2,167.36
12	H04-00268	SharePointSvr ALNG SA MVL	\$ 1,010.46	\$ 12,125.52
105	359-00961	SQLCAL ALNG SA MVL UsrCAL	\$ 31.03	\$ 3,258.15
20	7JQ-00343	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	\$ 2,043.45	\$ 40,869.00
13	228-04433	SQLSvrStd ALNG SA MVL	\$ 133.31	\$ 1,733.03
25	7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	\$ 532.90	\$ 13,322.50
165	6VC-01254	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	\$ 19.55	\$ 3,225.75
350	9EA-00278	WinSvrDCCore ALNG SA MVL 2Lic CoreLic	\$ 114.42	\$ 40,047.00
50	9EA-00279	WinSvrDCCore ALNG SASU MVL 2Lic WinSvrStdCore CoreLic	\$ 228.69	\$ 11,434.50
720	9EM-00270	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic	\$ 16.34	\$ 11,764.80
	Product-total			\$ 799,539.17
	Sub-Total			\$ 799,539.17
	Tax	Please write "Electronic Delivery Only" on your order.		\$ -
	Shipping			No Charge
	Total	Your YEAR 2 EA Price (on a 3-year EA contract)		\$ 799,539.17
Prices good for 30 days			total of 3 years of payments =	\$ 2,353,223.81

Pass-Through Warranty and Other Rights. As a reseller, end-user warranties and liabilities (with respect to any third party hardware and software products provided by SoftwareONE) shall be provided as a pass-through from the manufacturer of such products. All software products are subject to the license agreement of the applicable software supplier, as provided with the software packaging or in the software at time of shipment.

SoftwareOne - software quote

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Quoted to: City of Fresno
Frank Vawter
FrankD.Vawter@fresno.gov

Date 3/27/18 **BUDGETARY annual pricing to renew your EA agreement.**

Year 3 (page 3 of 3).

Important: Please provide the email address of the recipient designated to receive a SoftwareONE "order confirmation"

Quantity	Part #	Description	Unit Price	Ext. Price
Enterprise Products				
3,000	AAA-11984	M365 E3 FromSA GCC ShrdSvr ALNG SubsVL MVL PerUsr	\$ 242.02	\$ 726,060.00
Additional Products				
3,000	3GU-00001	O365ATPGCC ShrdSvr ALNG SubsVL MVL PerUsr	\$ 14.32	\$ 42,960.00
1	J5U-00004	AzureMntryCmmtmntG ShrdSvr ALNG SubsVL MVL Commit Provision	\$ -	\$ -
42	076-01912	Prjct ALNG SA MVL	\$ 97.08	\$ 4,077.36
18	H30-00238	PrjctPro ALNG SA MVL w1PrjctSvrCAL	\$ 161.80	\$ 2,912.40
34	D87-01159	VisioPro ALNG SA MVL	\$ 83.05	\$ 2,823.70
1	D86-01253	VisioStd ALNG SA MVL	\$ 42.96	\$ 42.96
2	MX3-00117	VSEntSubMSDN ALNG SA MVL	\$ 974.56	\$ 1,949.12
20	395-02504	ExchgSvrEnt ALNG SA MVL	\$ 602.03	\$ 12,040.60
3	312-02257	ExchgSvrStd ALNG SA MVL	\$ 105.14	\$ 315.42
4	5HU-00216	SfBSvr ALNG SA MVL	\$ 541.84	\$ 2,167.36
12	H04-00268	SharePointSvr ALNG SA MVL	\$ 1,010.46	\$ 12,125.52
105	359-00961	SQLCAL ALNG SA MVL UsrCAL	\$ 31.03	\$ 3,258.15
20	7JQ-00343	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	\$ 2,043.45	\$ 40,869.00
13	228-04433	SQLSvrStd ALNG SA MVL	\$ 133.31	\$ 1,733.03
25	7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	\$ 532.90	\$ 13,322.50
165	6VC-01254	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	\$ 19.55	\$ 3,225.75
350	9EA-00278	WinSvrDCCore ALNG SA MVL 2Lic CoreLic	\$ 114.42	\$ 40,047.00
50	9EA-00279	WinSvrDCCore ALNG SASU MVL 2Lic WinSvrStdCore CoreLic	\$ 228.69	\$ 11,434.50
720	9EM-00270	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic	\$ 16.34	\$ 11,764.80
	Product-total			\$ 933,129.17
	Sub-Total			\$ 933,129.17
	Tax	Please write "Electronic Delivery Only" on your order.		\$ -
	Shipping			No Charge
	Total	Your YEAR 3 EA Price (on a 3-year EA contract)		\$ 933,129.17
Prices good for 30 days			total of 3 years of payments =	\$ 2,353,223.81

Pass-Through Warranty and Other Rights. As a reseller, end-user warranties and liabilities (with respect to any third party hardware and software products provided by SoftwareONE) shall be provided as a pass-through from the manufacturer of such products. All software products are subject to the license agreement of the applicable software supplier, as provided with the software packaging or in the software at time of shipment.

Enterprise Enrollment Effective Date Amendment ID M23

The paragraph of the Enrollment titled "Effective date" is amended by adding the following:

Both parties to the Enrollment have agreed, for their mutual benefit, that the Enrollment will have an effective date other than the date it is signed by Microsoft. Therefore, the effective date of the Enrollment will be 5/1/2018.

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

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

Microsoft Internal Use Only:

City of Fresno - future reduction(2).docx	CTM	CTM-FWK	BD
CJIS 3.7..docx	CTM	CTM-FWK	BD
(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Aug2017)v2(IU).docx		M97	B
(M23)EnrAmend(EffectiveDate)(WW)(ENG)(Aug2017)(IU).docx		M23	PLSS

Amendment to Contract Documents

Enrollment Number

7-MZQ2WLKUB

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

Enterprise Enrollment Amendment ID CTM

Notwithstanding anything to the contrary, Enrolled Affiliate is permitted to sign this Enrollment with:

- 3,000 of the following part number in Year 1 (on 5/1/2018): 269-12442, KV3-00353, W06-01072
- Decreasing the quantity in Year 2 (on 5/1/2019) to quantity 1,500 of part numbers 269-12442, KV3-00353, W06-01072, and to quantity 0 for part number AAA-11889, and to quantity 0 for part number 76N-02468, while adding quantity 1,500 of part number AAA-11984 and 3,000 of part number 3GU-00001
- Decreasing the quantity in Year 3 (on 5/1/2020) to quantity 0 for part numbers 269-12442, KV3-00353, W06-01072, while adding another 1,500 of part number for a total of AAA-11984 for a total of 3,000

Amendment to Contract Documents

Microsoft Online Services Criminal Justice Information Services (CJIS) Amendment Including CLETS Management Control Agreement For Enrolled Affiliates in California only. Amendment ID CTM

This Microsoft Online Services Criminal Justice Information Services (CJIS) Amendment ("Amendment") is entered into between the customer entity ("Enrolled Affiliate") and the Microsoft entity ("Microsoft") identified on the signature form for the Enrollment amended hereby ("Enrollment"), under which Enrolled Affiliate has purchased Covered Services (as defined below). The parties agree that the Amendment supplements the Enrollment and applies to only the Covered Services Enrolled Affiliate buys under the Enrollment.

By performing in accordance with the terms of this Amendment, Microsoft also satisfies its obligations under Appendix A (the Private Contractor Management Control Agreement for CLETS).

Defined Terms.

Capitalized terms used but not defined in this Amendment will have the meanings provided in the Agreement and CJIS Security Policy. The following definitions are used in this Amendment:

"Covered Services" means each of the following:

- (1) Each of the following Office 365-branded services: Exchange Online, SharePoint Online, Exchange Online Archiving, and Office Web Apps when delivered as part of Office 365 Government Plans E1 (formerly G1), E2 (formerly G2), E3 (formerly G3), E4 (formerly G4), K1, K2) or as standalone Government Community Cloud plans. Without limitation, Covered Services do not include Office 365 ProPlus, Lync Online or other Office 365-branded or separately branded Online Services; and/or
- (2) Each of the Azure Government-branded services listed as being in the scope of the CJIS Policy at <http://azure.microsoft.com/en-us/support/trust-center/services>.

Microsoft may, from time to time, add new Covered Services, in which case Microsoft will work in good faith with CSA and Enrolled Affiliate to amend both CSA's separate agreement with Microsoft and this Enrollment to add such new Covered Services. In that case, CSA's agreement with Microsoft must be amended before the Enrollment will be amended.

"CSA" means the State of California, Department of Justice, or a successor agency as determined by the State of California, acting in its capacity as the CJIS Systems Agency for the State of California.

"End User" means an individual that accesses the Covered Services.

Term and Conditions.

1. CJIS Security Addendum

The Covered Services are multi-tenant cloud services provisioned in Microsoft's data centers for use by eligible US Federal, State, Local, and Tribal Government Customers only, and offered as a "community cloud" as defined in the National Institute of Standards and Technology (NIST) Special Publication 800-145. Subject to the Agreement, this Amendment, and agreement reached with the CSA, Microsoft will deliver the Covered Services subject to the CJIS Security Addendum as set forth in the FBI CJIS Policy in effect as of the effective date of this Amendment, version 5.4, dated August, 2014 and any successor versions brought into effect by the FBI during the term.

2. Role of CSA

At the CSA's request, Microsoft will enter into an agreement with the CSA, including the CJIS Security Addendum, to facilitate use of Covered Services by public entities in the State of California that are subject to the Criminal Justice Information Services (CJIS) Security Policy. Enrolled Affiliate will rely on the CSA, acting in its capacity as the CJIS Systems Officer (CSO) for the State of California, to perform personnel screening of Microsoft personnel engaged in the delivery of the Covered Services and to exercise certain other functions under the CJIS Policy as described in this Amendment.

3. Enrolled Affiliate Responsibilities

- 3.1** Enrolled Affiliate acknowledges that the Covered Services enable End Users optionally to access and use a variety of additional resources, applications, or services that are (a) provided by third parties, or (b) provided by Microsoft subject to their own terms of use or privacy policies (collectively, for convenience, "add-ons"), as described in services documentation and/or in the portal through which Enrolled Affiliate's administrator(s) will manage and configure the Covered Services.
- 3.2** Enrolled Affiliate is responsible to review services documentation and CJIS implementation guidance. Enrolled Affiliate is responsible to establish, adopt and implement such policies and practices for its End Users' use of Covered Services, together with any add-ons, as Enrolled Affiliate determines are appropriate to ensure Enrolled Affiliate's compliance with the CJIS Policy or other legal or regulatory requirements applicable to Enrolled Affiliate and not generally applicable to Microsoft as an IT service provider. Enrolled Affiliates' compliance with the CJIS Policy will be dependent, in part, upon Enrolled Affiliate's configuration of the services and Enrolled Affiliate's compliance with authoritative guidance from sources other than Microsoft (e.g., NCIC 2000 Operating Manual). Enrolled Affiliate is responsible to confirm the Covered Services environment is prepared and appropriate for CJI prior to its processing or storing such data in the Covered Services.
- 3.3** Enrolled Affiliate acknowledges that only Covered Services will be delivered subject to the terms of this Amendment. Microsoft does not recommend processing and storage of Criminal Justice Information ("CJI," as such term is defined in Appendix A to the CJIS Policy) in other services. Without limiting the foregoing, data that Enrolled Affiliate elects to provide to the Microsoft technical support organization, if any, or data provided by or on behalf of Enrolled Affiliate to Microsoft's billing or commerce systems in connection with purchasing/ordering Covered Services, if any, is not subject to the provisions of this Amendment or the CJIS Addendum.

4. Approach to Compliance with CJIS Security Policy

This Section 4 contains additional information about how certain requirements of the CJIS Policy will be fulfilled. For convenient reference, provisions are numbered to conform to section numbering in the CJIS Policy (ver. 5.2, dated August 9, 2013). Microsoft and Enrolled Affiliate will each rely on the CSA to perform certain functions as described below, and Enrolled Affiliate is responsible to confirm the approach with the CSA to the extent Enrolled Affiliate deems appropriate.

4.1 CJIS Section 5.2 Policy Area 2: Security Awareness Training

Microsoft will supplement its existing security training program as required to meet the requirements of Section 5.2 of the CJIS Policy. Required training will be delivered to personnel identified as in scope for CJIS Personnel Screening within six (6) months of the later of (1) the date the first customer in the State of California who is a purchaser of Covered Services subject to this Amendment (or a similar amendment executed by the applicable Enrolled Affiliate) notifies Microsoft it is introducing CJI into the Covered Services, or (2) the date the CSA notifies Microsoft that personnel have passed required personnel screening. Microsoft will refresh training for in scope personnel on at least a biennial basis thereafter.

Microsoft will maintain training records, which will be available to the CSA upon written request.

4.2 CJIS Section 5.3 Policy Area 3: Incident Response

In the event of an information security incident affecting the Covered Services, Microsoft will address such incident with Enrolled Affiliate as follows:

- (a) If Microsoft becomes aware of any unlawful access to any Customer Data stored on Microsoft's equipment or in Microsoft's facilities, or unauthorized access to such facilities or equipment resulting in loss, disclosure or alteration of Customer Data (each a "Security Incident"), Microsoft will promptly: (i) notify Enrolled Affiliate of the Security Incident; (ii) investigate the Security Incident and provide Enrolled Affiliate with detailed information about the Security Incident; and (iii) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident.
- (b) An unsuccessful Security Incident will not be subject to this Section. An "Unsuccessful Security Incident" is one that results in no unauthorized access to Customer Data or to any Microsoft equipment or facilities storing Customer Data, and may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond IP addresses or headers) or similar incidents.
- (c) Microsoft's obligation to report or respond to a Security Incident is not and will not be construed as an acknowledgement by Microsoft of any fault or liability with respect to the Security Incident.
- (d) Notification of Security Incidents, if any, will be delivered to one or more of Enrolled Affiliate's administrators by any means Microsoft selects, including via email. It is Enrolled Affiliate's sole responsibility to ensure Enrolled Affiliate's administrators maintain accurate contact information on the Online Services portal at all times.
- (e) Effective investigation or mitigation of a Security Incident may be dependent upon information or services configurations within Enrolled Affiliate's control. Accordingly, compliance with CJIS Policy Incident Response requirements will be a joint obligation of Microsoft and Enrolled Affiliate.
- (f) In the event Microsoft reasonably anticipates that a Security Incident may require legal action against involved individual(s), or where the Security Incident involves either civil or criminal action, Microsoft will conduct its investigative activities under guidance of legal staff and in accordance with general evidentiary principles, to the extent consistent with both (i) CJIS Policy; and (ii) the primary incident response objectives of containing, resolving, and mitigating the impact of a Security Incident to customers including Enrolled Affiliate.

4.3 CJIS Section 5.11 Policy Area 11: Formal Audits

- (a) **Audits by FBI CJIS Division.** In the event the FBI CJIS Division desires to perform an audit of the Covered Services, Microsoft will cooperate with such audit in good faith. The FBI may be permitted to access Customer Data belonging to Enrolled Affiliate in connection with such audit, but not data belonging to other customers in the multi-tenant environment from which the Covered Services are delivered. If the FBI identifies what it believes to be deficiencies in the Covered Services as a result of an audit, Microsoft is committed to working in good faith to resolve the FBI's concerns through discussion and interaction between Microsoft, the CSA, and the FBI. Enrolled Affiliate will assist in this process if and as requested, but will otherwise rely on the CSA to act on behalf of all similarly situated entities that have purchased the Covered Services.
- (b) **Audits by Enrolled Affiliate.** In the event that Enrolled Affiliate desires to audit the Covered Services pursuant to the CJIS Policy, Enrolled Affiliate appoints the CSA to act on Enrolled Affiliate's behalf to conduct such audit activities, and Enrolled Affiliate agrees to rely on the CSA's audit in full satisfaction of any right to audit the Covered Services.

Enrolled Affiliate acknowledges the CSA will exercise this right by attempting to satisfy its requirements for information via reference to Microsoft's services documentation, including audit reports prepared by Microsoft's qualified third party auditors. Along with other customers for the Covered Services, the CSA will be provided quarterly access to information generated by Microsoft's regular monitoring of security, privacy, and operational controls in place to afford applicable customers an ongoing view into effectiveness of such controls, and the CSA may communicate with Microsoft subject matter experts. In the event the CSA reasonably determines this information is not sufficient for the CSA's or Enrolled Affiliate's audit objectives, then, upon the CSA's written request, Microsoft will provide the CSA or its qualified third party auditor the opportunity to

communicate with Microsoft's auditor at the CSA's or Enrolled Affiliate's expense and, if required, a direct right to examine the Covered Services, including examination on premises. The CSA or its auditor may only access data belonging to Enrolled Affiliate or other entities in the State of California that have purchased the Covered Services and rely on the CSA for purposes of audit. Enrolled Affiliate will be responsible for Microsoft's reasonable additional costs associated with any examination it requests or appoints the CSA to perform, unless the CSA agrees to pay for such costs on Enrolled Affiliate's behalf.

- (c) Confidentiality of Audit Materials. Information provided by Microsoft to the FBI CJIS Division or CSA in connection with audit activities will consist of highly confidential proprietary or trade secret information of Microsoft. It is not expected that Enrolled Affiliate will require access to such information, and Microsoft may request reasonable assurances, written or otherwise, that information will be maintained as confidential and/or trade secret prior to providing such information to Enrolled Affiliate. If provided, Enrolled Affiliate will ensure Microsoft's audit materials, or report(s) created by Enrolled Affiliate based on a CSA audit of the Covered Services, are afforded the highest level of confidentiality available under applicable law.

4.4 CJIS Section 5.12 Policy Area 12: Personnel Security

- (a) Enrolled Affiliate appoints the CSA to perform, and will rely upon CSA's completion of, personnel screening (i.e., background checks) for personnel in scope pursuant to Section 5.12 of the CJIS Policy. Enrolled Affiliate is responsible to confirm directly with the CSA that such personnel screening as the CSA or Enrolled Affiliate determines is required has been completed prior to initial processing of CJIS Data in the Covered Services. Screening will be performed by the CSA on behalf of all entities in the State of California that onboard to the Covered Services. Adjudication by Enrolled Affiliate or other counties, cities, or other subdivisions or agencies of state government will not be permitted. To facilitate efficient and effective personnel screening:

- The CSA will define adjudication criteria for personnel screening.
- Microsoft and the CSA will jointly define the process by which Microsoft will deliver to the CSA relevant information regarding personnel who may in the anticipated scope of their duties have logical or physical access to CJIS in the Covered Services.
- It is not anticipated that the CSA will deliver to Enrolled Affiliate confidential personal information pertaining to Microsoft personnel. However, if Enrolled Affiliate receives such confidential personal information it will be afforded the highest level of confidentiality available under applicable law.
- If Enrolled Affiliate elects to obtain services from Microsoft in addition to the Covered Services (e.g. consulting services in connection with Enrolled Affiliates' migration and onboarding to the Covered Services), such personnel will not be included in scope for personnel screening by the CSA unless separately agreed by Enrolled Affiliate, the CSA, and Microsoft.

- (b) In the event the CSA approves a process under which a federal law enforcement agency or other suitable body conducts screening of personnel who have access to Customer Data in the Covered Services compliant with requirements of the CJIS Policy in lieu of CSA-conducted screening, Enrolled Affiliate will abide by the CSA's approval of personnel screening being conducted in this manner.

4.5. CJIS Policy Section 5.1 Policy Area 5.1.1.2: State and Federal Agency User Agreements

If in order to facilitate FBI penetration testing required under Enrolled Affiliate's user agreement, Enrolled Affiliate (or CSA, on its behalf) determines it requires penetration testing information related to the Covered Services, Enrolled Affiliate (or CSA) will rely on the following Microsoft processes and information:

- a) General. Microsoft shall design, test and operate the Covered Services to ensure they are free of common security vulnerabilities. Microsoft shall

regularly conduct penetration testing to evaluate the security controls at the application (e.g. Exchange Online, SharePoint Online, CRM Online), platform (Azure Government services), host, and networks layers used to provide the Services. Microsoft shall take commercially reasonable steps to remediate significant weaknesses discovered. Assessment of penetration testing will be done by independent third party auditors and included in the scope of audit relevant to Enrolled Affiliate's service certification or accreditation.

- b) Azure Covered Services. Additionally, Microsoft has established a policy for Azure Government customers to carry out authorized penetration testing only on their applications hosted in Azure Government. Because such testing can be indistinguishable from a real attack, it is critical that customers conduct such penetration testing only after obtaining approval in advance from Azure Customer Support. Penetration testing must be conducted in accordance with Microsoft's terms and conditions. Requests for penetration testing should be submitted with a minimum of 7-day advanced notice. To learn more or to initiate penetration testing, please download the Penetration Testing Approval Form at <http://download.microsoft.com/download/C/A/1/CA1E438E-CE2F-4659-B1C9-CB14917136B3/Penetration%20Test%20Questionnaire.docx>, and then contact Azure Customer Support.

4.6. CJIS Policy Section 5.10 Policy Area 5.10.1.5: Cloud Computing

Microsoft uses Covered Enrolled Affiliate Data as set forth in the Enrollment (including but not limited to the Online Services Terms) for provision of the Covered Services.

4.7 NCIC 2000 Operating Manual

Enrolled Affiliate acknowledges that the current NCIC 2000 Operating Manual consists of guidance and/or requirements for Enrolled Affiliate's use of the Covered Services. In the event Enrolled Affiliate determines the NCIC 2000 Operating Manual imposes obligations with respect to the Covered Services that can, in Enrolled Affiliate's opinion, only be satisfied via changes in the manner in which the Covered Services are operated or delivered to Enrolled Affiliate, Enrolled Affiliate may request that the CSA provide Microsoft with written notification of the specific changes it believes are required of Microsoft in order to enable Enrolled Affiliate's compliance with the NCIC 2000 Operating Manual, and Microsoft agrees to consider any such request(s) relayed to Microsoft by the CSA in good faith.

4.8 Notices

Any notices in connection with the Covered Services will be delivered to Enrolled Affiliate by Microsoft. Enrolled Affiliate will determine whether these or any other notices regarding the Covered Services are required to be delivered to the FBI, CJIS Division, as contemplated in Section 6.05 of the Security Addendum and, if required, deliver such notices.

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Appendix A

PRIVATE CONTRACTOR MANAGEMENT CONTROL AGREEMENT

Agreement to allow the California Law Enforcement Telecommunications System (CLETS) access by Enrolled Affiliate (a public law enforcement/criminal justice agency) to Microsoft (Private Contractor) to deliver Covered Services (as defined above) on its behalf.

Before executing the Program Signature form, Enrolled Affiliate shall enter its ORI number here:

Microsoft satisfies its obligations under this Private Contractor Management Control Agreement ("PCMCA") by performing in accordance with the CJIS Information Agreement between California Department of Justice (CA DOJ) and Microsoft, and the CJIS Enrollment Amendment to which this PCMCA is attached. For purposes of this PCMCA, Enrolled Affiliate is referred to as "Subscribing Agency" and agrees that:

- Adjudication of Microsoft personnel and formal audits, whether under CJIS Policy or CLETS, will be conducted by CA DOJ in accordance with the CJIS Information Agreement;
- Microsoft personnel signatures on the CLETS employee/Volunteer Statement will be made available to CA DOJ upon its request and may be satisfied by signatures on the FBI CJIS Security Addendum Certification; and
- CLETS security controls are implemented solely by Subscribing Agency and solely through its operation of the Covered Services. Furthermore, Subscribing Agency agrees that Microsoft has met the minimum trainings and certifications necessary to provide the Covered Services. For purposes of clarity, Covered Services are not CLETS services.

Access to the CLETS is authorized to public law enforcement and criminal justice agencies only (hereinafter referred to as the CLETS subscribing agency), which may delegate the responsibility of performing the administration of criminal justice functions (e.g., dispatching functions or data processing/information services) in accordance with the Federal Bureau of Investigation's (FBI) Criminal Justice Information Services (CJIS) Security Addendum to a private contractor. The private contractor may access systems or networks that access the CLETS on behalf of the CLETS subscribing agency to accomplish the above-specified service(s). This Agreement must be received by the California Department of Justice (CA DOJ) prior to the subscribing agency permitting access to the CLETS. The performance of such delegated services does not convert that agency into a public criminal justice agency, nor automatically authorize access to state summary criminal history information. Information from the CLETS is confidential and may be used only for the purpose(s) for which it is authorized. Violation of confidentiality requirements or access authorizations may be subject to disciplinary action or criminal charges.

Pursuant to the policies outlined in the CLETS Policies, Practices and Procedures (PPP) and the FBI's CJIS Security Policy, it is agreed the CLETS subscribing agency will maintain responsibility for security control as it relates to the CLETS access. Security control is defined as the ability of the CLETS subscribing agency to set, maintain and enforce:

1. Standards for the selection, supervision and termination of personnel. This does not grant hiring/firing authority to the CLETS subscribing agency, only the authority to grant the CLETS systems access to personnel who meet these standards and deny it to those who do not; and
2. Policies governing the operation of computers, access devices, circuits, hubs, boundary protection devices and other components that make up and support a telecommunications network and related CA DOJ criminal justice databases used to process, store or transmit

criminal justice information, guaranteeing the priority, integrity and availability of service needed by the criminal justice community.

Security control includes, but is not limited to, the supervision of applicable equipment, systems design, programming and operating procedures associated with the development, implementation and operation of any computerized message-switching or database systems utilized by the served law enforcement agency or agencies. Computer sites must have adequate physical security to protect against any unauthorized viewing or access to computer terminals, access devices or stored/printed data.

Additionally, it is the responsibility of the CLETS subscribing agency to ensure all private contractors receiving information from the CLETS meet the minimum training, certification and background requirements that are also imposed on the CLETS subscribing agency's staff. The minimum requirements are applicable also to staff having access to record storage areas containing information from the CLETS. The minimum requirements include, but are not limited to:

1. Prior to allowing the CLETS access, train, functionally test and affirm the proficiency of the CLETS computer operators to ensure compliance with the CLETS and the FBI's National Crime Information Center (NCIC) policies and regulations, if applicable. Biennially, provide retesting and reaffirm the proficiency of all the CLETS operators, if applicable;
2. State and FBI criminal offender record information searches must be conducted prior to allowing access to the CLETS computers, equipment or information. If the results of criminal offender record information search reveal a record of any kind, access will not be granted until the CLETS subscribing agency can review the matter to decide if access is appropriate. If a felony conviction of any kind is found, access shall not be granted; and
3. Each individual must sign an Employee/Volunteer Statement Form prior to operating or having access to the CLETS computers, equipment or information.

In accordance with the CLETS/NCIC policies, the CLETS subscribing agency has the responsibility and authority to monitor, audit and enforce the implementation of this agreement by the private contractor. The private contractor agrees to cooperate with the CLETS subscribing agency in the implementation of this agreement and to accomplish the directives for service under the provisions of this agreement. The Management Control Agreement shall be updated when the head of either agency changes or immediately upon request from the CA DOJ.

By signing this agreement, the vendors and private contractors certify they have read and are familiar with the contents of (1) the FBI's CJIS Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the FBI's CJIS Security Policy; (4) Title 28, Code of Federal Regulations, Part 20; and (5) the CLETS PPP and agree to be bound by their provisions. Criminal offender record information and related data, by its very nature, is sensitive and has potential for great harm if misused. Access to criminal offender record information and related data is therefore limited to the purpose(s) for which the CLETS subscribing agency has entered into the contract. Misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or secondary dissemination of information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. Accessing the system for an appropriate purpose and then using, disseminating or secondary dissemination of information received for another purpose other than execution of the contract also constitutes misuse. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Microsoft's signature on the Program Signature Form associated with the CJIS Enrollment Amendment with Subscribing Agency, to which this Management Control Agreement is attached, shall constitute Microsoft's acceptance hereof.

Enrolled Affiliate's signature on the aforementioned Program Signature Form shall constitute Subscribing Agency's acceptance hereof, unless Subscribing Agency elects to sign separately where indicated below:

Signature (CLETS Subscribing Agency)

Print Name and Title

Date



Enterprise 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.



Enterprise Enrollment

Effective Date

Amendment ID M23

The paragraph of the Enrollment titled "Effective date" is amended by adding the following:

Both parties to the Enrollment have agreed, for their mutual benefit, that the Enrollment will have an effective date other than the date it is signed by Microsoft. Therefore, the effective date of the Enrollment will be 5/1/2018.

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

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

Microsoft Internal Use Only:

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