

## Microsoft Enterprise Services Work Order

Work Order Number GVS12606-1042520-1042520  
(Microsoft Affiliate to complete)

This Work Order consists of the terms and conditions below, and the provisions of the **Microsoft Master Services Agreement** reference **U3284223**, effective as of **5/25/2000** (the "Agreement"), the provisions of the Description of Services applicable to the Professional Services identified in this Work Order, and any attachments or exhibits referenced in this Work Order, all of which are incorporated herein by this reference. In this Work Order "Customer," "you," or "your" means the undersigned customer or its affiliate and "Microsoft," "we," "us," or "our" means the undersigned Microsoft affiliate.

By signing below the parties acknowledge and agree to be bound to the terms of this Work Order, the Agreement and all other provisions incorporated in them. This Work Order is effective as of the date that Microsoft signs this Work Order. Regardless of any terms and conditions contained in a purchase order, if any, the terms of this Work Order apply.

Customer
Name of Customer (please print) <b>County Of Snohomish</b>
Signature
Name of person signing (please print)
Title of person signing (please print)
Signature date
Name of Customer or its Affiliate that executed the Agreement (if different from Customer above)

<b>Microsoft Affiliate</b>
Name <b>Microsoft Corporation</b>
Signature
Name of person signing (please print)
Title of person signing (please print)
Signature date (effective date)

Does Customer issue or require a Customer purchase order for the payment of Microsoft Services?  
[  ] **Yes** or [  ] **No**

Customer represents and warrants that it does not require purchase order(s) be submitted to Microsoft for payment of the Microsoft Services Fees listed herein. The absence of a purchase order or any other documentation or information required for processing payment outside the fully executed contract, shall not nullify the Customer payment obligation.

If no purchase order is required, Customer must complete "Customer Billing information" below and ensure it is accurate or revised in a timely manner. The Customer shall provide Microsoft with a complete purchase order, prior to service start date, if required. Further, the below "Customer Billing information" must be completed prior to: (a) Customer signing this Work Order; and (b) Microsoft invoicing Customer.

Customer Billing information (Billing contact who will receive invoices and payment notices under this Work Order)		
Name of Customer		Contact Name (Receives invoices under this Work Order)
County Of Snohomish		Braathen JD
Street Address		Billing contact E-Mail Address
3000 Rockefeller Ave Ms508		Jon.Braathen@co.snohomish.wa.us
City	State/Province	Phone
Everett	Washington	425-388-7171
Country	Postal Code	Fax
United States	98201-4046	

## Support Services and Fees

### Term.

Microsoft Enterprise Support Services will commence on **6/1/2026** (the "Support Commencement Date") and will expire on **5/31/2029** (the "Support Expiration Date").

### Description of Services.

Please refer to the current **Unified Support Services Description ("USSD")** which will be incorporated by reference and is published by Microsoft from time to time at [www.microsoft.com/unified-support-services-description](http://www.microsoft.com/unified-support-services-description). Microsoft may update the support services you purchase under this agreement from time to time, provided that the level of support services you purchase will not materially decrease during the current Term.

### Services by Support Location:

WA-County of Snoho   Unified Enterprise Support - 2026-27 West 6/1/2026 - 5/31/2027		USA - SLG - Enterprise
Quantity	Service	Service Type
Included	Enterprise Advisory Support Hours As-needed	Advisory Services
Included	Enterprise Azure Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise On-demand Assessment	On-Demand Assessment
Included	Enterprise On-Demand Education	On-Demand Education
Included	Enterprise Online Support Portal	Administrative

Included	Enterprise Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise Reactive Support Management	Service Delivery Management
Included	Enterprise Service Delivery Management	Service Delivery Management
Included	Enterprise Webcasts As-Needed	Webcast
Included	Reactive Enabled Contacts	Problem Resolution Support
100 ea	On-Demand Assessment - Setup and Config Service As-needed	On-Demand Assessment Remote

WA-County of Snoho   Proactive Credit Add-On - 2026-27 USA - SLG - Enterprise West 6/1/2026 - 5/31/2027		
Quantity	Service	Service Type
100 ea	Proactive Credits	Proactive Credits

WA -SnoCo   STA Power Platforms   Unified Proactive Svcs Enterprise Apps & Innov - 2026-27 USA - SLG - Enterprise West 6/1/2026 - 5/31/2027		
Quantity	Service	Service Type
125 hr	Support Technology Advisor	Designated Support Engineering
Included	Service Delivery Management Add-on	Service Delivery Management

WA-County of Snoho   Unified Enterprise Support - 2027-28 USA - SLG - Enterprise West 6/1/2027 - 5/31/2028		
Quantity	Service	Service Type
Included	Enterprise Advisory Support Hours As-needed	Advisory Services
Included	Enterprise Azure Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise On-demand Assessment	On-Demand Assessment
Included	Enterprise On-Demand Education	On-Demand Education
Included	Enterprise Online Support Portal	Administrative
Included	Enterprise Problem Resolution Hours As-needed	Problem Resolution Support

Included	Enterprise Reactive Support Management	Service Delivery Management
Included	Enterprise Service Delivery Management	Service Delivery Management
Included	Enterprise Webcasts As-Needed	Webcast
Included	Reactive Enabled Contacts	Problem Resolution Support
100 ea	On-Demand Assessment - Setup and Config Service As-needed	On-Demand Assessment Remote

WA-County of Snoho   Proactive Credit Add-On - 2027-28 West 6/1/2027 - 5/31/2028		USA - SLG - Enterprise
Quantity	Service	Service Type
100 ea	Proactive Credits	Proactive Credits

WA -SnoCo   STA Power Platforms   Unified Proactive Svcs Enterprise Apps & Innov - 2027-28 USA - SLG - Enterprise West 6/1/2027 - 5/31/2028		
Quantity	Service	Service Type
125 hr	Support Technology Advisor	Designated Support Engineering
Included	Service Delivery Management Add-on	Service Delivery Management

WA-County of Snoho   Unified Enterprise Support - 2028-29 West 6/1/2028 - 5/31/2029		USA - SLG - Enterprise
Quantity	Service	Service Type
Included	Enterprise Advisory Support Hours As-needed	Advisory Services
Included	Enterprise Azure Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise On-demand Assessment	On-Demand Assessment
Included	Enterprise On-Demand Education	On-Demand Education
Included	Enterprise Online Support Portal	Administrative
Included	Enterprise Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise Reactive Support Management	Service Delivery Management

Included	Enterprise Service Delivery Management	Service Delivery Management
Included	Enterprise Webcasts As-Needed	Webcast
Included	Reactive Enabled Contacts	Problem Resolution Support
100 ea	On-Demand Assessment - Setup and Config Service As-needed	On-Demand Assessment Remote

WA-County of Snoho   Proactive Credit Add-On - 2028-29 West 6/1/2028 - 5/31/2029		USA - SLG - Enterprise
Quantity	Service	Service Type
100 ea	Proactive Credits	Proactive Credits

WA -SnoCo   STA Power Platforms   Unified Proactive Svcs Enterprise Apps & Innov - 2028-29 USA - SLG - Enterprise West 6/1/2028 - 5/31/2029		
Quantity	Service	Service Type
125 hr	Support Technology Advisor	Designated Support Engineering
Included	Service Delivery Management Add-on	Service Delivery Management

[Support Services Fees.](#)

The items listed in the table above represent the services that Customer has purchased for use during the term of this Work Order, and applicable fees are shown in the table below. Microsoft Support Services are non-refundable and prepaid at year one and subsequent anniversaries of the Support Commencement Date. Before Microsoft commences provision of Microsoft Support Services, Microsoft must receive a signed copy of this Work Order and Customer’s payment, purchase order or, if applicable, completed Customer invoice information above. Microsoft will invoice Customer, and Customer agrees to pay Microsoft within **30 calendar days** of the date of Microsoft invoice. Please note that failure of payment to Microsoft may result in service suspension. Microsoft reserves the right to adjust Microsoft fees in connection with implementing any changes requested by Customer to the Microsoft Support Services ordered herein. Any modified fees will be documented in an amendment.

<b>Support Services Fee Summary</b>	<b>Year 1 6/1/2026 - 5/31/2027</b>	<b>Year 2 6/1/2027 - 5/31/2028</b>	<b>Year 3 6/1/2028 - 5/31/2029</b>	<b>Total(USD)</b>
<b>Appraised Product Spend</b>	<b>3,645,600.00</b>	<b>3,645,600.00</b>	<b>3,645,600.00</b>	<b>10,936,800.00</b>
Unified Base Ent	284,071.02	284,071.02	284,071.02	852,213.06
Microsoft Strategic Investment	(61,333.00)	(53,333.00)	(45,333.00)	(159,999.00)
<b>Sub-Total: Unified Ent</b>	<b>222,738.02</b>	<b>230,738.02</b>	<b>238,738.02</b>	<b>692,214.06</b>
Pro Svs Ent AddOn Apps&In	53,405.00	53,405.00	53,405.00	160,215.00
Proactive Credit Add On	10,000.00	10,000.00	10,000.00	30,000.00
<b>Add-Ons</b>	<b>63,405.00</b>	<b>63,405.00</b>	<b>63,405.00</b>	<b>190,215.00</b>
Flex Allowance	(56,814.20)	(56,814.20)	(56,814.20)	(170,442.60)
<b>Sub-Total Add-Ons</b>	<b>6,590.80</b>	<b>6,590.80</b>	<b>6,590.80</b>	<b>19,772.40</b>
<b>Total Fees (excluding taxes)</b>	<b>229,328.82</b>	<b>237,328.82</b>	<b>245,328.82</b>	<b>711,986.46</b>

\*The Microsoft Unified Enterprise fees described above are based on the Unified Enterprise Graduated Pricing Rate Table below along with the total value each year for Customer's validly licensed, commercially released and generally available Microsoft products, and cloud services subscriptions as identified in Appendix A of this Work Order (collectively, the "Appraised Product Spend") to calculate Customer's Microsoft Unified fees for the **3 Years** Support Term.

Prior to each contract anniversary of the Support Commencement Date, Customer's Appraised Product Spend will be re-calculated for the upcoming contract year based on the previous 12 months ("Actual Product Spend"). If Customer's Actual Product Spend is more than **ten percent (10%)** above the Appraised Product Spend shown for that upcoming contract year in the Support Services Fee Summary table above, Microsoft will recalculate the associated Microsoft Unified Enterprise fees for the upcoming contract year. The recalculated Microsoft Unified Enterprise fees will be based on the Actual Product Spend and the Unified Enterprise Graduated Pricing Rate Table. **The Discount Rate Table will be applied to the Microsoft Unified Enterprise fees for the appropriate year.** Microsoft will invoice the customer for the difference between the re-calculated price and the original scheduled Microsoft Unified Enterprise fees sub-total from the Support Services Fee Summary table above. Customer agrees to pay Microsoft such additional amounts within **30 calendar days** of the date of Microsoft's invoice. Please note that failure of payment to Microsoft may result in service suspension. Enterprise Customer may receive additional Flex Allowance which may be applied towards new proactive services, enhanced services and solutions services, and/or custom proactive services. Should Customer fail to allocate the Flex Allowance prior to the contract anniversary, Microsoft may apply the additional Flex Allowance towards new proactive credits.

Unified Enterprise Graduated Pricing Rate Table				
	Infrastructure			User
Product Spend	Azure	On-Prem Server	Product Spend	Modern Work, Biz Apps, On-Prem User
\$0 to \$1.8M	10%	10%	\$0 to \$1.5M	7.5%
\$1.8M to \$6M	7%	7%	\$1.5M to \$3M	6.5%
\$6M to \$12M	5%	5%	\$3M to \$6M	5.5%
\$12M to \$30M	3%	3%	\$6M to \$15M	4.5%
\$30M to \$60M	2.25%	2.25%	>\$15M	3.5%
\$60M to \$120M	2%	2%		
>\$120M	1.75%	1.75%		

All product spend amounts in the Unified Enterprise Graduated Pricing Rate Table are shown in USD. The minimum recalculated Microsoft Unified Enterprise fees is \$50,000.

Discount Rate Table	
Year	Microsoft Unified Enterprise Discount Rate
Year 2	18.77%
Year 3	15.96%

Billing Schedule	Billing Date (M/d/yyyy)	Fee USD
FY26 Renewal	6/1/2026	229,328.82
FY27 Renewal	6/1/2027	237,328.82
FY28 Renewal	6/1/2028	245,328.82
<b>Total Fees (excluding taxes)</b>		<b>\$ 711,986.46</b>

### Support for Microsoft Products

Microsoft will provide support for Customer's licensed, commercially released, and generally available Microsoft products, and cloud services subscriptions purchased by Customer or Customer's Affiliate: i) under the licensing enrollments and agreements, as indicated in Appendix A; and ii) during the Term of this Work Order. Such products and subscriptions exclude those purchased by any party that is not Customer's Affiliate as of the Support Commencement Date.

### Foundational Services Requirement:

An active Foundational Services (formally referred to as Base Package) agreement is required to acquire and continue additional services, including Proactive Services, Mission Critical services, Enhanced Solutions, and Multi-Country services, unless explicitly stated otherwise. If your Unified Support services agreement with Foundational Services expires or is terminated, all additional services will also be terminated on the same date without any refund *pro rata temporis*, even if purchased separately.

### Customer Named Contact(s).

Any changes to the named contacts should be submitted to Microsoft Contact.

Name of Customer Support Service Administrator Joanie Fadden		
Street Address 3000 Rockefeller Ave MS 709		Contact E-Mail Address J.Fadden@co.snohomish.wa.us
City Everett	State/Province WA	Phone 425-388-7046
Country United States	Postal Code 98201-4046	Fax

### Use, ownership, restrictions and rights.

#### Products.

“Product” means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region. “Product Terms” means the information about Microsoft Products and Professional Services available through volume licensing. The Product Terms are published on the Volume Licensing Site and is updated from time to time. “Volume Licensing Site” means <http://www.microsoft.com/licensing/contracts> or a successor site.

All products and related solutions provided under this Work Order will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Customer is responsible for paying any licensing fees associated with Products.

#### Fixes.

“Fixes” means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to Customer when performing Professional Services (all support, planning, consulting and other professional services

or advice, including any resulting deliverables provided to Customer under this Work Order, to address a specific issue). "Professional Services" means Product support services and Microsoft consulting services provided to Customer under this Work Order. "Professional Services" or "services" does not include Online Services, unless specifically noted.

Fixes are licensed according to the license terms applicable to the Product to which those Fixes relate. If the Fixes are not provided for a specific Product, any other use terms Microsoft provides with the Fixes will apply.

#### Pre-existing Work.

"Pre-existing Work" means any computer code or other written materials developed or otherwise obtained independent of this Work Order.

All rights in Pre-existing Work shall remain the sole property of the party providing the Pre-existing Work. Each party may use, reproduce and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services.

#### Services Deliverables.

"Services Deliverables" means any computer code or materials, other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services. Upon payment in full for the Professional Services, Microsoft grants Customer a non-exclusive, non-transferable perpetual, fully paid-up license to reproduce, use and modify the Services Deliverable, solely in the form delivered to Customer and solely for Customer's internal business purposes, subject to the terms and conditions of this Work Order.

#### Non-Microsoft software and technology.

Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products, Fixes, or Services Deliverables.

#### Affiliates' rights

"Affiliate" means any legal entity that controls, is controlled by, or that is under common control with a party. "Control" means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

Customer may sublicense the rights contained in this section relating to Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights and Customer's Affiliates' use must be consistent with the license terms contained in this Work Order.

#### Restrictions on use.

Customer must not (and is not licensed to) (1) reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms;

or (3) work around any technical limitations in a Product, Fix or Services Deliverable or restrictions in Product documentation. Except as expressly permitted in this Work Order or Product documentation, Customer must not (and is not licensed to) (1) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (2) distribute, sublicense, rent, lease, lend any Products, Fixes, or Services Deliverables, in whole or in part, or use them to offer hosting services to a third party.

### Reservation of rights.

Products, Fixes, and Services Deliverables are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

### Microsoft Professional Services Data Protection Addendum and Confidentiality.

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

The data protection terms applying to Professional Services in effect on the effective date of this Work Order and available at <https://aka.ms/eswodpa> are incorporated herein by this reference.

For liability arising out of either party’s confidentiality obligations relating to Professional Services Data provided under this Work Order, each party’s maximum, aggregate liability to the other is limited to direct damages finally awarded in an amount not to exceed the amounts Customer paid for the applicable Professional Services under this Work Order.

### Compliance with Trade Laws.

Microsoft products, software, technology, and services (“Items”) may be subject to U.S. and other countries’ export jurisdictions. Each party will comply with all laws and regulations applicable to the import or export of the Items, including, without limitation, trade laws of the U.S., EU, and UK, such as the U.S. Export Administration Regulations, sanctions regulations administered by the U.S. Office of Foreign Assets Control, the EU Dual Use Regulation 2021/821, and/or other end-user, end use, and destination restrictions (“Trade Laws”) as well as the global legal compliance standards detailed in the [Microsoft Standards of Business Conduct](#). Customer will not, and will

ensure its Affiliates will not, take any action that causes Microsoft to violate applicable Trade Laws. Microsoft may suspend or terminate this agreement immediately without notice to the extent that Microsoft reasonably believes that performance would cause it to violate Trade Laws or put it at risk of becoming subject to sanctions and penalties under such laws. Customer remains responsible for its and for its Affiliates' compliance with this section and, to the extent applicable, the Regional Trade Compliance Addendum incorporated herein by reference. <https://aka.ms/tradecompliance>

## Microsoft Contact

Customer contact for questions and notices about this Work Order.

Microsoft Contact Name	
Ross Trousdale	
Phone	Contact E-Mail Address
	Ross.Trousdale@microsoft.com

## Appendix A

As of the Support Commencement Date, below is a list of your declared licensing enrollments and agreements for which Microsoft will provide support services as defined within this Work Order.

Customer Name	Licensing Program	Licensing Enrollment/Agreement Number/Billing Account ID
SNOHOMISH COUNTY	Enterprise 6	70361680
SNOHOMISH COUNTY 911	Enterprise 6	69310348
SNOHOMISH COUNTY-70361680-AZURE COMMERCIAL	Enterprise 6	7254195
SNOHOMISH COUNTY	Select Plus	6013310