



Microsoft Enterprise Services Work Order

Work Order Number **GVS1236-433534-547801**
(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 Support Services Description applicable to the Support 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 | Microsoft Affiliate | | | | |
|--|--|---------------------------|-------------------------|------------------------------|---|
| Name of Customer (please print) County Of Snohomish | Name Microsoft Corporation | | | | |
| Signature Ken Klein <small>Digitally signed by Ken Klein Date: 2023.05.16 10:46:24 -07'00'</small> | Signature <i>Steve Damm</i> | | | | |
| Name of person signing (please print) Ken Klein Executive Director | Name of person signing (please print) Steve Damm | | | | |
| Title of person signing (please print) | Title of person signing (please print) Digital Support Specialist | | | | |
| Signature Date <table border="1" data-bbox="505 1388 768 1499"> <tr><td>COUNCIL USE ONLY</td></tr> <tr><td>Approved <u>5/16/2023</u></td></tr> <tr><td>ECAF # <u>2023-0525</u></td></tr> <tr><td>MOT/ORD <u>Motion 23-195</u></td></tr> </table> | COUNCIL USE ONLY | Approved <u>5/16/2023</u> | ECAF # <u>2023-0525</u> | MOT/ORD <u>Motion 23-195</u> | Signature Date (effective date) 5/9/23 |
| COUNCIL USE ONLY | | | | | |
| Approved <u>5/16/2023</u> | | | | | |
| ECAF # <u>2023-0525</u> | | | | | |
| MOT/ORD <u>Motion 23-195</u> | | | | | |

Name of Customer or its Affiliate that executed the Agreement (if different from Customer above)

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

If "No" is selected above, 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. Customer will not withhold payment of Microsoft's invoice due to the absence of a purchase order reference.

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

| Customer invoice information | | |
|---|------------------------------|---|
| Name of Customer Snohomish County | | Contact Name (Receives invoices under this Work Order) JD Braathen |
| Street Address Information Services 3000 Rockefeller MS 709 | | Contact E-Mail Address Jon.Braathen@co.snohomish.wa.us |
| City Everett | State/Province Washington | Phone 425-388-7171 |
| Country United States | Postal Code 98201-4071 | Fax |

1. Support Services and Fees.

1.1. Term.

Microsoft Enterprise Support Services will commence on **6/1/2023** (the "Support Commencement Date") and will expire on **5/31/2024** (the "Support Expiration Date").

1.2. Description of the Services.

Please refer to the current Support Services Description ("SSD") which will be incorporated by reference and is published by Microsoft from time to time at <http://www.microsoft.com/en-us/microsoftservices/PubSec-support-services-description>. The support services you purchase under this agreement may be updated from time to time and that update will supersede any services previously listed.

Services by Support Location

| County Of Snohomish - Performance Support - FY2023-24 West 6/1/2023 - 5/31/2024 | | USA - SLG - Enterprise |
|--|---|--------------------------------|
| Quantity | Service | Service Type |
| Included | On-demand Assessment | On-Demand Assessment |
| 1 ea | On-Demand Assessment - Setup and Config Service | On-Demand Assessment Remote |
| Included | On-demand Education | On-Demand Education |
| Included | Online Support Portal | Administrative |
| Included | Performance Advisory Support Hours As-needed | Advisory Services |
| 3 ea | Performance Built-in Proactive Services <ul style="list-style-type: none"> Performance Built-in Proactive Services - Generic | Administrative |
| Included | Performance Problem Resolution Hours As-needed | Problem Resolution Support |
| Included | Performance Service Delivery Management | Service Delivery Management |
| Included | Reactive Enabled Contacts | Problem Resolution Support |
| Included | Support Technology Advisor | Designated Support Engineering |
| Included | Webcasts As-Needed | Webcast |

| County Of Snohomish - Unified Proactive Services Add on - FY2023-24 Enterprise West 6/1/2023 - 5/31/2024 | | USA - SLG - Enterprise |
|---|--------------------------------------|-----------------------------|
| Quantity | Service | Service Type |
| 75 ea | Proactive Credits | Proactive Credits |
| Included | Service Delivery Management Extended | Service Delivery Management |
| 6 ea | Onsite Visit | Onsite Support |

1.3. Support Services Fees.

The items listed in the table above represent the services that Customer has pre-purchased for use during the term of this Work Order, and applicable fees are shown in the table below. Microsoft Support Services are a non-refundable, prepaid service.

Before Microsoft commences or continues 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.

Microsoft reserves the right to adjust Microsoft fees prior to entering into any changes to the Microsoft Support Services ordered herein.

| Services Summary | Billing Date | Fee USD |
|---|--------------|----------------------|
| County Of Snohomish - Performance Support - FY2023-24 | 6/1/2023 | \$ 279,560.00 |
| County Of Snohomish - Unified Proactive Services Add on - FY2023-24 | 6/1/2023 | \$ 10,293.00 |
| Subtotal | | \$289,853.00 |
| One Time Microsoft Investment | | (\$ 61,498.00) |
| Total Fees (excluding taxes) | | \$ 228,355.00 |

| Billing Schedule | Billing Date | Fee USD |
|-------------------------------------|--------------|----------------------|
| Payment | 6/1/2023 | \$ 228,355.00 |
| Total Fees (excluding taxes) | | \$ 228,355.00 |

The services described above constitute "gratuitous" services for which you shall have no legal or moral obligation to pay and for which we waive any entitlement to compensation (i.e., you have no obligation to pay for any of the identified gratuitous services). It is our intent that our performance of such services be in compliance with applicable law and regulations regarding the provision of gratuitous services. It is specifically understood that all services and services deliverables provided under this Services Description are for the sole benefit and use of **County Of Snohomish which we provide them, directly or indirectly, and are not provided to or for the benefit of any government employee or individual. The described Gratuitous Services are provided on a one-time basis only, and will not apply to any renewals or add-ons to this agreement in the future.

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.

1.4. 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 Washington | Phone 425-388-7046 |
| Country United States | Postal Code 98201-4046 | Fax |

2. Use, ownership, restrictions and rights.

2.1. 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.

2.2. 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.

2.3. 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.

2.4. 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.

2.5. 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.

2.6. Affiliates' rights

"**Affiliate**" means with regard to End Customer, any government agency, department, office, instrumentality, division, unit or other entity of End Customer's state or local government that is supervised by or is part of End Customer, or which supervises End Customer or of which End Customer is a part, or which is under common supervision with End Customer; together with, as mandated by law, any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality located within End Customer's state jurisdiction and geographic boundaries; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates.

Partner may grant to End Customer the right to sublicense the rights contained in this subsection relating to Services Deliverables to its Affiliates, but End Customer's Affiliates may not further sublicense these rights. End Customer's Affiliates' use must be consistent with the license terms contained in this Work Order.

2.7. 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.

2.8. 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.

3. 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.

4. Microsoft Contact

Customer contact for questions and notices about this Work Order.

| | |
|------------------------|-------------------------|
| Microsoft Contact Name | |
| Steven Damm | |
| Phone | Contact E-Mail Address |
| 425-727-7332 | stevedamm@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 | Select Plus | 6013310 |
| SNOHOMISH COUNTY | Enterprise 6 | 89490084 |
| SNOHOMISH COUNTY-89490084- AZURE COMMERCIAL | Enterprise 6 | 7614100 |