

This work order (the “Work Order”), made this 23rd day of January 2024 (the “Effective Date”), is made by and between SHI International Corp., having a place of business at 290 Davidson Ave., Somerset, NJ 08873 (“We”, “Us”, “Our”, or “Partner”), and AZ-City of Glendale, having a place of business at 6835 N. 57th Dr. Suite #100 Glendale, AZ 85301 (“You”, “Your”, “End Customer” or “Customer”) (herein collectively referred to as “the Parties”, or individually as a “Party”).

1. Definitions

- 1.1 “Additional Services”** are additional support services described in any additional services appendix (“**Additional Services Appendix**”).
- 1.2 “Affiliate”** means any legal entity that a party owns, that owns a party, or that is under common ownership with a party. “**Ownership**” means, for purposes of this definition, control of more than a 50% interest in an entity.
- 1.3 “End Customer Data”** means all data, including all text, sound, software, image or video files that are provided to Microsoft or its Affiliates by, or on behalf of, End Customer and its Affiliates through use of Online Services.
- 1.4 “Fixes”** means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to End Customer when performing Support Services to address a specific issue.
- 1.5 “Microsoft”** means Microsoft Corporation.
- 1.6 “Online Services”** means the Microsoft-hosted services identified as Online Services in the Product Terms.
- 1.7 “Partner” SHI International Corp** is the legal entity that executed the Unified Support Work Order with Microsoft.
- 1.8 “Pre-existing Work”** means any computer code or other written materials developed or otherwise obtained independent of this Work Order.
- 1.9 “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.
- 1.10 “Product Terms”** means the document that provides information about Microsoft Products available through volume licensing. The Product Terms document is published on the Volume Licensing Site (<https://www.microsoft.com/licensing/docs/view/Product-Terms> or successor site) and is updated from time to time.
- 1.11 “Support Services Data”** means all data, including all text, sound, video, image files, or software, that are provided to Microsoft by, or on behalf of, End Customer (or that End 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 Support Services.
- 1.12 “Representatives”** means a party’s employees, Affiliates, contractors, advisors and consultants.
- 1.13 “Services Deliverables”** means any computer code or materials, other than Products or Fixes, that Microsoft leaves with End Customer at the conclusion of Microsoft’s performance of Support Services.
- 1.14 “Software”** means licensed copies of Microsoft software identified on the Product Terms.

Software does not include Online Services or Service Deliverables, but Software may be part of an Online Service.

1.15“Support Services” means the Unified Support Services and any Additional Services purchased by Partner on behalf of End Customer as set forth in **Section 2** below. “Support Services” or “services” does not include Online Services, unless otherwise specifically noted.

1.16“Support Services Term” will have the meaning set forth in the Work Order.

1.17“Work Order” is the executed Unified Support Work Order governed under the Unified Support Partner Broker Program Agreement between Microsoft and the Partner, effective as of **11/15/2021** that provides for the delivery of Support Services to End Customer, including any **Additional Services Appendix(s)**.

2. Support Services

2.1 Description of Support Services. Support Services will be provided as described in and pursuant to the terms of: (i) the “Support services” section of the then current Microsoft Unified Enterprise Support Services Description located at <https://www.microsoft.com/en-us/unified-support-services-description>, as may be amended by Microsoft from time to time, (the “**USSD**”) and incorporated herein by reference, and (ii) the terms and conditions set forth in any **Additional Services Appendix** that govern the Additional Services. In the USSD, “you” or “your” may refer to Partner, End Customer or both parties based on the context and any references to a “Work Order” will be deemed to be a reference to this **Schedule 1** of the Work Order.

Microsoft may update the Support Services purchased under this Work Order from time to time, provided that the level of Support Services purchased will not materially decrease during the current Support Services Term.

2.2 Support Services for Microsoft Products. During the Support Services Term, Microsoft will provide Support Services on Partner’s behalf to **AZ-City of Glendale (“End Customer”)** or End Customer’s Affiliate(s). Except as otherwise set forth in an **Additional Services Appendix**, such Support Services are for support of End Customer’s or End Customer Affiliate’s licensed, commercially released, and generally available Microsoft Products, and cloud services subscriptions purchased by End Customer or End Customer’s Affiliate under the applicable licensing enrollments and agreements, as indicated in **Appendix A to Schedule 1**.

2.3 Support Services by Support Location. The Support Services to be provided to End Customer are set forth below:

Support Services by Support Location

Broker_Unified Enterprise Support USA - SLG - Enterprise West 1/23/2024 - 1/22/2025		
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 Assessment - Setup and Config Service As-needed	On-Demand Assessment Remote
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

Broker-Unified Proactive Services Add on Unified Proactive Svcs Enterprise Azure Infra-2024-25 USA - SLG - Enterprise West 1/23/2024 - 1/22/2025		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
1 ea	Well-Architected Reliability Recovery Design and Implement	Onboarding Services

Broker-Unified Proactive Services Add on Unified Proactive Svcs Enterprise Apps & Innov-2024-25 USA - SLG - Enterprise West 1/23/2024 - 1/22/2025		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
1 ea	WorkshopPLUS - Kubernetes: Technical Briefing with Labs - Closed Workshop - 2 Day	WorkshopPLUS
1 ea	Onsite Visit	Onsite Support
4 ea	Custom Proactive Remote - 1/2	Custom Proactive - Maintain

Broker-Unified Proactive Services Add on Unified Proactive Svcs Enterprise Data & AI-2024-25 USA - SLG - Enterprise West 1/23/2024 - 1/22/2025		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
2 ea	WorkshopPLUS Remote - Data AI: Azure SQL Database Essentials - Open Workshop	WorkshopPLUS

2.4 Support Services Fees

Services Summary	Billing Date	Fee USD
Broker Unified Enterprise Support	1/23/2024	\$62,496.78
Broker Unified Proactive Services Add on Unified Proactive Svcs Enterprise Azure Infra-2024-25	1/23/2024	\$16,919.76
Broker-Unified Proactive Services Add on Unified Proactive Svcs Enterprise Apps & Innov 2024-25	1/23/2024	\$27,821.52
Broker Unified Proactive Services Add on Unified Proactive Svcs Enterprise Data & AI 2024-25	1/23/2024	\$9,355.44
Subtotal		\$116,593.50
Flex Allowance		(\$25,500.00)
SAB Retirement Concessions for Unified Renewal		(\$20,400.00)
Total Fees (excluding taxes)		\$70,693.50

The Support Services Fees described above are based on Microsoft's tiered rate structure along with the total amount paid to Partner by Customer each year for End Customer's validly licensed, commercially released and generally available Microsoft Products, and cloud services subscriptions as identified in **Appendix A to Schedule 1** of this Work Order (collectively, the "**End Customer Appraised Product Spend**") to calculate the Support Services Fees for the Support Services Term of this Work Order. SHI will invoice Customer for any fees due herein.

3. Prerequisites and assumptions

Microsoft delivery of Support Services to End Customer is based upon the following prerequisites and assumptions:

- End Customer's right to receive Support Services, as described in these Flow Down Terms, is subject to Partner's compliance with the terms and conditions of the Unified Support Partner Broker Program Agreement and Work Order, and End Customer's compliance with these Flow Down Terms. If the Unified Support Partner Broker Program Agreement and/or Work Order is terminated or expires, End Customer's right to receive Support Services from Microsoft under this **Schedule 1** will be terminated.
- Any add-ons to Support Services that End Customer requests to purchase during the term

of the Work Order must be purchased under the existing Work Order.

- Microsoft's performance of Support Services is dependent on End Customer's cooperation, active participation, and timely completion of assigned responsibilities and is subject to the additional terms and conditions as described in the USSD, **any Additional Services Appendix(s)**, or these Flow Down Terms.
- End Customer may elect to transfer Software Assurance Benefits 24x7 Problem Resolution Support Incidents ("**SAB**") to Work Order. Such transfers will be subject to terms as described in the USSD.
- End Customer acknowledges that Microsoft may contact End Customer directly to verify End Customer's compliance with these Flow Down Terms and Partner's compliance with the Work Order. For purposes of such verification, if requested by Microsoft, End Customer agrees that it will provide Microsoft with requested information within fourteen (14) calendar days of such Microsoft request, including but not limited to copies of quotes, tender documentation, invoices, or copies of any contracts between Partner and End Customer.
- Microsoft reserves the right, in its sole discretion, to suspend or terminate the provision of the Support Services to End Customer in response to a violation(s) of any of these Flow Down Terms, and Microsoft will have no liability to Partner or End Customer as a result of any such suspension or termination.

4. Use, ownership and rights

4.1 Products. All products and related solutions provided to End Customer will be licensed according to the terms of the applicable licensing enrollments and agreements as indicated in **Appendix A to Schedule 1**. End Customer is responsible for paying any licensing fees associated with Products.

4.2 Fixes. 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.

4.3 Pre-existing Work. 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 Support Services.

4.4 Services Deliverables. Upon payment in full, Microsoft grants End 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 End Customer and solely for End Customer's internal business purposes, subject to the terms and conditions of these Flow Down Terms.

4.5 Affiliates' rights. End Customer may: (i) provide access to Support Services provided under these Flow Down Terms, and (ii) sublicense the rights contained in **Subsection 4.4** above relating to Services Deliverables to any Affiliate that was an End Customer Affiliate as of the effective date of the Work Order, provided that End Customer Affiliates may not sublicense these rights. Any use of Support Services by an End Customer Affiliate must be consistent with the terms contained in these Flow Down Terms. End Customer remains responsible for any acts or omissions of its Affiliates.

4.6 Reservation of rights. All rights not expressly granted are reserved to Microsoft.

5. Restrictions

End Customer must not (and is not licensed to): (i) reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable; (ii) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in any other license terms; or (iii) 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, End Customer must not (and is not licensed to) (a) 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 (b) distribute, sublicense, rent, lease, lend or use any Products, Fixes, or Services Deliverables, in whole or in part, or use them to offer hosting services to a third party.

6. Term and Termination

6.1 Term of the Work Order. This Work Order will commence as of the Effective Date and continue until the earlier of the Support Services Expiration Date as set forth below or until terminated as provided herein.

6.2 Support Services Term. The "**Support Services Term**" will commence on **1/23/2024** (the "**Support Services Commencement Date**") and will expire on **1/22/2025** (the "**Support Services Expiration Date**").

6.3 Termination for Cause. If a Party breaches any term of this Work Order and such breach is curable, then the breaching Party shall have thirty (30) calendar days' following written notice of such breach by the non-breaching Party to cure. If the breaching Party fails to cure the breach within such thirty-day period, the non-breaching Party may terminate this Work Order upon written notice to the breaching Party. A Party will be allowed to cure a breach once; if a Party breaches this Work Order for the same reason as a prior breach, then the other Party may terminate this Work Order immediately upon written notice to the breaching Party. If the breach is not curable, then the non-breaching Party may terminate this Work Order immediately upon written notice to the breaching Party. Either Party may also terminate this Work Order immediately upon written notice to the breaching Party due to the other Party's: (i) breach of the confidentiality terms between the Parties, or (ii) any infringement, misappropriation, or violation of Microsoft's intellectual property rights. Microsoft may, in its sole discretion, deem a termination for breach of the core terms of an agreement between Partner and Microsoft or a Microsoft Affiliate (including the Agreement), where Partner is the breaching Party, to be a breach of, and the basis of an immediate termination of, this Work Order.

6.4 Suspension/Termination of Support Services. Microsoft reserves the right, in its sole discretion, to suspend or terminate the provision of the Support Services to End Customer in response to violation(s) of any of the Flow Down Terms, and Microsoft will have no liability to Partner or End Customer as a result of any such suspension or termination.

6.5 Effect of Termination. In the event that this Work Order is terminated or expires, End Customer's right to receive Support Services from Microsoft under this Work Order will be terminated.

7. Microsoft Professional Services Data Protection Addendum

The Microsoft Professional Services Data Protection Addendum ("**MPSDPA**") in effect as of the

effective date of the Work Order and available on the Volume Licensing Site at <https://aka.ms/ProfessionalServicesDPA> is incorporated herein by this reference.

Support Services provided under this Work Order will be deemed to be "Professional Services" under the MPSPDA. All data provided from End Customer to Microsoft, or otherwise obtained hereunder, for the purposes of providing Support Services will be deemed to be "Professional Services Data" under the MPSPDA.

End Customer agrees to meet the Customer obligations within the MPSPDA, and that for purposes of this Work Order under the MPSPDA section Standard Contractual Clauses (Processors) for Professional Services (Attachment 1) the End Customer is the "Data Exporter" and Microsoft is the "Data Importer".

8. Warranty

8.1 Microsoft warrants that it will perform Support Services with professional care and skill. If Microsoft fails to do so for any specific Support Services, and Customer notifies Microsoft within ninety (90) days of the date that such Support Services were performed, then Microsoft will, at its discretion, either re-perform such Support Services or Partner will refund the amounts that Customer paid for them within the twelve (12) months immediately prior to the date that such Support Services were performed. The remedy set forth in the immediately preceding sentence is Partner's sole remedy for breach of the warranty in this section, and Customer hereby waives any breach of warranty claims not made during the warranty period.

8.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PARTNER DISCLAIMS AND EXCLUDES, ON MICROSOFT'S BEHALF AND ON BEHALF OF MICROSOFT'S SUPPLIERS AND SUBCONTRACTORS, ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY CONDITION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SUPPORT SERVICES, SERVICES DELIVERABLES, FIXES, PRODUCTS, OR ANY OTHER MATERIALS OR INFORMATION PROVIDED HEREUNDER.

9. Limitation of Liability

9.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY NOR THEIR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION, DAMAGES FOR BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION), SPECIAL, OR INCIDENTAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS OR REVENUES ARISING IN CONNECTION WITH THE FLOW DOWN TERMS, THE USSD, SUPPORT SERVICES, FIXES, PRODUCTS, OR ANY OTHER MATERIALS OR INFORMATION, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. IN ANY EVENT, WHATEVER THE LEGAL BASIS FOR THE CLAIM, MICROSOFT'S TOTAL LIABILITY (AND THAT OF MICROSOFT'S SUPPLIERS AND SUBCONTRACTORS) WILL BE LIMITED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TO DIRECT DAMAGES UP TO THE AMOUNT PAID OR PAYABLE IN THE AGGREGATE FOR THE SUPPORT SERVICES GIVING RISE TO THE CLAIM.

10. Indemnity

End Customer will defend Microsoft against any third-party claim to the extent it alleges

that End Customer's use of any Product, Fix, or Services Deliverable alone or in combination with anything else, violates the law or damages a third party.

11. Confidentiality.

11.1 Confidential Information. "Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including, but not limited to, End Customer Data, Support Services Data, the terms of this agreement, and End Customer's account authentication credentials. Confidential Information does not include information that (1) becomes publicly available without a breach of a confidentiality obligation; (2) the receiving party received lawfully from another source without a confidentiality obligation; (3) is independently developed; or (4) is a comment or suggestion volunteered about the other party's business, products or services.

11.2 Protection of Confidential Information. End Customer and Microsoft will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose Confidential Information to third parties, except to its Representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

11.3 Disclosure required by law. End Customer or Microsoft may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

11.4 Residual information. Neither End Customer nor Microsoft is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

11.5 Duration of Confidentiality obligation. These obligations apply for a period of five years after a party receives the Confidential Information.

12. Miscellaneous

12.1 Use of contractors. Microsoft may use contractors to perform services, but will be responsible for their performance, subject to the terms of this Work Order. For the avoidance of doubt, Support Services provided hereunder will be performed only by Microsoft, its Affiliates, and any person or third-party delivering support directly as directed by Microsoft (including but not limited to full time employees, subcontractors, and outsourced service providers), even in those circumstances where such support is sold through Partner or a third party.

12.2 Microsoft as independent contractor. The Parties are independent contractors. Partner and Microsoft each may develop products independently without using the other's Confidential Information.

12.3 Assignment. Microsoft may assign this Work Order to an Affiliate. Microsoft may assign its right to receive payment and enforce Partner's payment obligations under this Work Order without further consent. Any other proposed assignment must be approved by the non-assigning Party in writing. Assignment will not relieve the assigning Party of its

obligations under the assigned agreement. Any attempted assignment without required approval will be void.

12.4 Severability. If any provision in this Work Order is held to be unenforceable, the balance of the Work Order will remain in full force and effect.

12.5 Waiver. Failure to enforce any provision of this Work Order will not constitute a waiver. Any waiver must be in writing and signed by the waiving Party.

12.6 Third-party beneficiaries. Customer acknowledges that Microsoft is a third-party beneficiary of this Work Order.

12.7 Survival. All provisions survive termination or expiration of this Work Order except those requiring performance only during the term of the Work Order.

13. End Customer information

13.1 End Customer Location

<i>End Customer Information</i>	
End Customer Name AZ-City of Glendale	
Street Address 6835 N. 57th Dr., Suite #100	
City Glendale	State/Province Arizona
Country United States	Postal Code 85301

13.2 End Customer Support Contact

Name of Customer Support Service Administrator Feroz Merchhiya		
Street Address 6835 N. 57th Dr, Suite 100		Contact E-Mail Address FMerchhiya@GLENDALEAZ.com
City Glendale	State/Province Arizona	Phone 623 930-2881
Country United States	Postal Code 85301	Fax

14. Microsoft Contact

Microsoft contact for questions and notices:

Microsoft contact name	
Leslie Foster	
Phone	Contact e-mail address v-lfoster@microsoft.com

Authorization

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

AZ-City of Glendale

SHI International Corp.

By:

Authorized Signature

Name

Title

Date

By:

DocuSigned by:
Erin Rose
1EA41C2EGB48407...

Authorized Signature

Name

Title

4/17/2024

Date

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Article 1 - Appendix A to Schedule 1

Below is a list of End Customer's declared licensing enrollments and agreements for which Microsoft will provide Support Services as defined within the Work Order.

Customer Name	Licensing Program	Licensing Enrollment/Agreement Number/Billing Account ID
CITY OF GLENDALE	Enterprise 6	71949959
CITY OF GLENDALE AZ	Select Plus	7461114
