

End Customer Agreement for Microsoft Support Services

("End Customer Agreement")

This **End Customer Agreement** states the terms and conditions that apply specifically to Unified Support Services and describe the Support Services to be provided to End Customer. The attached Appendices are incorporated into this End Customer Agreement and apply to Support Services.

1. Definitions

- 1.1 "Additional Services"** are additional Support Services described in any additional services appendix ("Additional Services Appendix") to this End Customer Agreement.
- 1.2 "Confidential Information"** means a party's non-public information, know-how, or trade secrets that (a) the party designates as being confidential; or (b) given the nature of the disclosure or circumstances surrounding the disclosure, reasonably should be treated as confidential by the receiving party. Confidential Information does not include information that: (1) the receiving party already knew without an obligation to maintain the information as confidential; (2) the receiving party received from a third party without breach of an obligation of confidentiality owed to the other party; (3) the receiving party independently developed; or (4) becomes publicly known through no wrongful act of the receiving party.
- 1.3 "End Customer" AZ-City of Glendale** is Partner's end customer specified in the Partner Work Order to whom Microsoft will deliver the Support Services as described below. End Customer must also be a legal entity (other than Partner or an End Customer Affiliate) that acquires Support Services for use as an end user.
- 1.4 "End Customer 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 an End Customer Affiliate of the federal government and its affiliates.
- 1.5 "End Customer Data"** means all data, including all text, sound, software, image or video files that are provided to Microsoft or any Microsoft Affiliate by End Customer or any End Customer Affiliate through use of Online Services.
- 1.6 "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.
- 1.7 "Microsoft"** means **Microsoft Corporation**
- 1.8 "Microsoft Affiliate"** means any legal entity that controls, is controlled by, or that is under common control with Microsoft. "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.
- 1.9 "Online Services"** means the Microsoft-hosted services identified as Online Services in the Product Terms.

- 1.10 “Partner” SHI International Corp.** is the legal entity that executed the Unified Support Work Order with Microsoft.
- 1.11 “Partner Agreement”** is the executed master agreement that governs how Microsoft and Partner work together in the context of the Unified Support Partner Broker Program.
- 1.12 “Partner Work Order”** is the executed Microsoft Unified Enterprise Support Partner Broker Work Order number **GVS12605-1039345-1039345** between Microsoft and the Partner that provides for the delivery of Support Services to End Customer, including any **Additional Services Appendix(s)**.
- 1.13 “Pre-existing Work”** means any computer code or other written materials developed or otherwise obtained independent of this End Customer Agreement.
- 1.14 “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.
- 1.15 “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.
- 1.16 “Professional Services”** means the Support Services provided under the Partner Work Order.
- 1.17 “Representatives”** means the employees, agents, contractors, advisors and consultants (each acting in such respective capacity) of Microsoft, a Microsoft Affiliate, End Customer, or an End Customer Affiliate.
- 1.18 “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.
- 1.19 “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.
- 1.20 “Support Services”** means the Unified Support Services and any Additional Services purchased by Partner as set forth in **Section 2** below. “Support Services” or “services” does not include Online Services, unless otherwise specifically noted.
- 1.21 “Support Services Data”** means all data, including all text, sound, video, image files, or software, that are provided to Microsoft by End Customer or End Customer’s Affiliate(s) (or that End Customer or End Customer Affiliate(s) authorize Microsoft to obtain from an Online Service) or otherwise obtained or processed by Microsoft through an engagement with Microsoft to obtain Support Services.
- 1.22 “Support Services Commencement Date”** means the date on which Support Services will commence under this End Customer Agreement.
- 1.23 “Support Services Expiration Date”** means the date on which Support Services expire under this End Customer Agreement.
- 1.24 “Support Services Term”** means the period beginning on the Support Services Commencement Date and ending on the Support Services Expiration Date.

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 End Customer Agreement.

Microsoft may update the Support Services purchased under the Partner 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 to **AZ-City of Glendale ("End Customer")** or End Customer 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 Affiliate(s) under the applicable licensing enrollments and agreements, as indicated in **Appendix A**.

2.3 Support Services by Support Location. The Support Services to be provided to End Customer or End Customer Affiliate(s) are set forth below:

Support Services by Support Location

Broker - Unified Enterprise Support USA - SLG - Enterprise West 5/1/2026 - 4/30/2027		
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
1 ea	On-Demand Assessment - Setup and Config Service As-needed	On-Demand Assessment Remote

Broker - Unified Enterprise Support Broker Add-on USA - SLG - Enterprise West 5/1/2026 - 4/30/2027		
Quantity	Service	Service Type
1 ea	Unified Support Broker transaction	Administrative

Broker - Unified Proactive USA - SLG - Enterprise West		5/1/2026 - 4/30/2027
Quantity	Service	Service Type
1 ea	Onsite Visit	Onsite Support
1 ea	Workshop - Microsoft Defender for Office 365 - Closed Workshop	WorkshopPLUS
1 ea	Onboarding Accelerator - Microsoft Defender for Office 365 - 1 Day	Onboarding Services
46 ea	Proactive Credits	Proactive Credits

2.4 Limited Warranty. 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 End 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 return to Partner the Fee(s) that Partner paid for those services 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 End Customer’s sole remedy for breach of the warranty in this section, and End Customer and Partner hereby waive any breach of warranty claims not made during the warranty period.

3. Prerequisites and assumptions

Microsoft delivery of Support Services to End Customer or End Customer Affiliate(s) is based upon the following prerequisites and assumptions:

- Any add-ons to Support Services that End Customer requests to purchase during the term of the Partner Work Order must be purchased under the existing Partner Work Order.
- Microsoft’s performance of Support Services is dependent on End Customer’s or End Customer Affiliate(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 this End Customer Agreement.
- Microsoft may use contractors to perform services but will be responsible for their performance.
- End Customer acknowledges that Microsoft may contact End Customer directly to verify End Customer’s or End Customer Affiliate(s) compliance with this End Customer Agreement and Partner’s compliance with the Partner 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.
- End Customer acknowledges and agrees that:
 - Microsoft is a third-party beneficiary of this End Customer Agreement or, if the Applicable Law does not recognize the rights of, or existence of, third-party beneficiaries, Partner is a trustee of Microsoft for the limited purpose of holding in trust for Microsoft the rights and benefits (including covenants, acknowledgements, waivers, disclaimers, limitations of liability and indemnities) set out herein in favor of Microsoft, including in its capacity as a supplier, contractor or subcontractor of Partner;
 - Microsoft is entitled to and hereby accepts the rights and benefits (including covenants, acknowledgments, waivers, disclaimers, limitations of liability and indemnities) set out herein in favor of Microsoft, including in its capacity as a supplier, contractor or

subcontractor of Partner, and as result of Microsoft's acceptance of these rights and benefits they may not be revoked by the End Customer

- To the extent permitted by the Applicable Law, Microsoft may enforce the provisions of this End Customer Agreement as if it were a party hereto and without being required to add Partner as a party to any proceedings for such enforcement. Where not permitted, the Partner agrees to enforce the provisions of this End Customer Agreement on Microsoft's behalf and in accordance with Microsoft's instructions.

4. Use, ownership and rights

4.1 Products. All products and related solutions provided to End Customer or End Customer Affiliate(s) will be licensed according to the terms of the applicable licensing enrollments and agreements as indicated in **Appendix A**. End Customer or End Customer Affiliate(s) 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 are related. 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 full payment to Microsoft, 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 this End Customer Agreement.

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

4.6 End Customer Affiliate's rights. End Customer may: (i) provide access to Support Services provided under this End Customer Agreement, and (ii) sublicense the rights contained in **Subsection 5.4** above relating to Services Deliverables to any End Customer Affiliate that was an End Customer Affiliate as of the effective date of the Partner 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 this End Customer Agreement. End Customer remains responsible for any acts or omissions of End Customer Affiliates.

4.7 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 End Customer Agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give End Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

4.8 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 End Customer Agreement 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.

5. Microsoft Products and Services Data Protection Addendum

“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, 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 Professional Services.

The data protection terms applying to Professional Services in effect on the effective date of the Partner Work Order and available at <https://aka.ms/dpa> (“**MPSDPA**”) are incorporated herein by this reference. Support Services provided under this End Customer Agreement will be deemed to be “Professional Services” under the MPSDPA.

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

End Customer agrees to meet the customer obligations within the MPSDPA, and that for purposes of this End Customer Agreement under the MPSDPA section Standard Contractual Clauses (Processors) for Professional Services (Attachment 1) the End Customer is the “Data Exporter” and Microsoft is the “Data Importer”.

6. Confidentiality

6.1 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 End Customer 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.

6.2 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 legally object to such disclosure.

6.3 Residual information. Neither End Customer nor Microsoft is required to restrict the 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 End Customer Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

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

7. Warranty.

EXCEPT AS STATED IN THE **LIMITED WARRANTY** SECTION ABOVE, AND 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, GUARANTEES, 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.

8. Microsoft Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS END CUSTOMER AGREEMENT, NEITHER MICROSOFT NOR THEIR CONTRACTORS WILL BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUES BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION OR DATA, OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES ARISING IN CONNECTION WITH THIS END CUSTOMER AGREEMENT, 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 CUMULATIVE LIABILITY (IF ANY) IS LIMITED TO DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED 100% OF THE FEES PAID, DUE, OR OWING TO MICROSOFT UNDER THE PARTNER WORK ORDER DURING THE 12-MONTH PERIOD PRIOR TO THE DATE ON WHICH THE RIGHT TO ASSERT A CLAIM FIRST AROSE.

9. Duty to Defend.

Unless prohibited by Applicable Law, End Customer will defend Microsoft against any third-party claim to the extent it alleges that End Customer's specific use of any Product, Fix, or Services Deliverable alone or in combination with anything else, violates the Applicable Law or damages a third party.

10. Term and Termination

10.1 Support Services Term. The Support Services Commencement Date is **5/1/2026** the Support Services Expiration Date is **4/30/2027**.

10.2 Suspension/Termination of Support Services. End Customer's or End Customer Affiliate(s)' right to receive Support Services, as described in this End Customer Agreement, is subject to Partner's compliance with the terms and conditions of the Partner Work Order, and End Customer's and End Customer Affiliate(s) compliance with this End Customer Agreement. If the Partner Work Order is terminated or expires, End Customer's and End Customer Affiliate(s)' right to receive Support Services from Microsoft under this End Customer Agreement will be terminated.

Microsoft reserves the right, in its sole discretion, to suspend or terminate the provision of the Support Services in response to a violation(s) of any of the terms of this End Customer Agreement, and Microsoft will have no liability to Partner or End Customer because of any such suspension or termination.

10.3 Effect of Termination of Partner Work Order. If the Partner Work Order is terminated or expires, End Customer's right to receive Support Services from Microsoft under this Work Order will be terminated.

10.4 Effect of Termination of Partner Agreement. If the Partner Agreement is terminated for any reason or a Partner is no longer a participant in the Unified Support Partner Broker Program,

- a) the provisions of the Partner Agreement, as incorporated into the Partner Work Order, will remain applicable until the expiration or termination of the Partner Work Order, except that, if the Partner Agreement is terminated by Microsoft because of a Partner's breach, Microsoft may also terminate the Partner Work Order and withhold Support Services to End Customer, and

- b) any future transactions for an End Customer for which Partner had entered into the Partner Work Order will be redirected to another participating partner in the Unified Support Partner Broker Program, and no further amendments to the Partner Work Order will be allowed.

11. Additional Terms

Partner may specify additional terms related to the provision of Support Services to End Customer, including but not limited to fees and payment terms. Such additional terms shall be determined by Partner and End Customer and documented outside of this End Customer Agreement. Microsoft is not a party to those terms.

12. End Customer Information

12.1 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

12.2 End Customer Support Contact(s). End Customer support contact is set forth below and any changes to the named contacts should be submitted to the Microsoft Contact.

Name of End Customer Support Services Administrator Arlene Chemello		
Street Address 6835 N. 57th Dr., Suite #100		Contact e-mail address achemello@glendaleaz.com
City Glendale	State/Province Arizona	Phone
Country United States	Postal code 85301	Fax

13. Microsoft Contact

Microsoft contact for questions and notices:

Microsoft contact name	
Luis Guaricapa (Concentrix CVG Customer Management)	
Phone	Contact e-mail address

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.

**Arizona City of
Glendale**

SHI International Corp.

By: Signatures for the City are listed below

Authorized Signature

Name

Date

By: ^{Signed by:}
Erin Rose

1EA41C2ECB48407...
Authorized Signature

Name

Title
3/16/2026

Date

CITY OF GLENDALE, an Arizona
municipal corporation

Patrick S. Banger, City Manager

ATTEST:

Julie K. Bower, City Clerk

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

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 this End Customer Agreement.

End Customer Name	Licensing Program	Licensing Enrollment/Agreement Number/Billing Account ID
CITY OF GLENDALE	Enterprise 6	59439028
CITY OF GLENDALE	Enterprise 6	71949959
CITY OF GLENDALE-59439028-GLENDALE AZURE GOV	Enterprise 6	6351978
CITY OF GLENDALE AZ	Select Plus	7461114