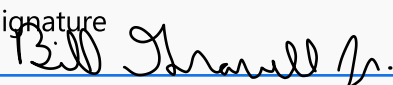


Microsoft Enterprise Services Work Order TX DIR CPO-4911

Work Order Number GVS12411-1003062-1003062
(Microsoft Affiliate to complete)

This Work Order consists of the terms and conditions below, and the provisions of the Microsoft Master Services Agreement reference **U9038431**, effective as of **11/15/2021** (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)
County of Williamson
Signature  Bill Gravell (Oct 8, 2024.11:30 CDT)
Name of person signing (please print) Bill Gravell
Title of person signing (please print) County Judge
Signature date Oct 8, 2024
Name of Customer or its Affiliate that executed the Agreement (if different from Customer above)

Microsoft Affiliate	
Name	
Microsoft Corporation	
Signature	
 Josh Stikeleather (Sep 19, 2024 17:27 EDT)	
Name of person signing (please print)	
Josh Stikeleather	
Title of person signing (please print)	
Support Specialist	
Signature date (effective date)	
09/19/2024	

Customer invoice information		
Name of Customer		Contact Name (Receives invoices under this Work Order)
County Of Williamson		Alison Gleason
Street Address		Contact E-Mail Address
Info Technology Srvs 301 SE Inner Loop-Suite 105		agleason@wilco.org
City	State/Province	Phone
Georgetown	TX	512-943-1680
Country	Postal Code	Fax
United States	78626-8207	

Support Services and Fees

Term.

Microsoft Enterprise Support Services will commence on **11/1/2024** (the "Support Commencement Date") and will expire on **10/31/2027** (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. 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:

YEAR 1 Enhanced Designated Engineering Modern Work - 2024-25 USA - SLG - Enterprise West 11/1/2024 - 10/31/2025		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
200 hr	Enhanced Designated Engineering Modern Work	Designated Support Engineering

YEAR 1 Unified Enterprise Support - 2024-25 USA - SLG - Enterprise West 11/1/2024 - 10/31/2025		
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

YEAR 1 Unified Proactive Services Add on Unified Proactive Svcs Enterprise Modern Work - 2024-25 USA - SLG - Enterprise West 11/1/2024 - 10/31/2025		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
1 ea	Onsite Visit	Onsite Support
1 ea	AI Governance Essentials 3D	IT Service Management

YEAR 2 Enhanced Designated Engineering Modern Work - 2025-26 USA - SLG - Enterprise West 11/1/2025 - 10/31/2026		
Quantity	Service	Service Type

Included	Service Delivery Management Extended	Service Delivery Management
200 hr	Enhanced Designated Engineering Modern Work	Designated Support Engineering

YEAR 2 Unified Enterprise Support - 2025-26 USA - SLG - Enterprise West 11/1/2025 - 10/31/2026		
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

YEAR 2 Unified Proactive Services Add on Unified Proactive Svcs Enterprise Modern Work - 2025-26 USA - SLG - Enterprise West 11/1/2025 - 10/31/2026		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
1 ea	Onsite Visit	Onsite Support

YEAR 3 Enhanced Designated Engineering Modern Work - 2026-27 USA - SLG - Enterprise West 11/1/2026 - 10/31/2027		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
200 hr	Enhanced Designated Engineering Modern Work	Designated Support Engineering

YEAR 3 Unified Enterprise Support - 2026-27 USA - SLG - Enterprise West 11/1/2026 - 10/31/2027		
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 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

YEAR 3 Unified Proactive Services Add on Unified Proactive Svcs Enterprise Modern Work - 2026-27 USA - SLG - Enterprise West 11/1/2026 - 10/31/2027		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
1 ea	Onsite Visit	Onsite Support

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.

Support Services Fee Summary	Year 1 11-01-2024 – 10-31-2025	Year 2 11-01-2025 – 10-31-2026	Year 3 11-01-2026 – 10-31-2027	Total
Appraised Product Spend	USD 1,027,876.00	USD 1,027,876.00	USD 1,027,876.00	USD 3,083,628.00
Enterprise Microsoft Unified	USD 79,861.37	USD 79,861.37	USD 79,861.37	USD 239,584.11
Adjustments	(USD 15,173.59)	(USD 6,388.88)	(USD 5,749.99)	(USD 27,312.46)
Sub-Total: Microsoft Unified	USD 64,687.78	USD 73,472.49	USD 74,111.38	USD 212,271.65
Proactive Services Add-on	USD 103,330.00	USD 89,302.50	USD 92,358.50	USD 280,991.00
Adjustments	(USD 14,882.77)	(USD 5,144.23)	(USD 4,849.84)	(USD 24,876.84)
Subtotal Add-Ons	USD 88,447.23	USD 84,158.27	USD 87,508.66	USD 256,114.16
Flex Allowance	(USD 25,000.00)	(USD 25,000.00)	(USD 25,000.00)	(USD 75,000.00)
Total Fees (excluding taxes)	USD 128,135.01	USD 132,630.76	USD 136,620.04	USD 397,385.81

*The Microsoft Unified fees described above are based on a tiered rate structure 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. If Customer's product spend increases over the previous 12 months ("Actual Product Spend") by more than **five percent (5%)** above the Appraised Product Spend shown for that year in the Support Services Fee Summary table above, Microsoft will recalculate the associated Microsoft Unified fees for the upcoming contract year. The recalculated Microsoft Unified fees will be based on the Actual Product Spend and the Unified rates listed in the Rate Table below. Microsoft will invoice the customer for the difference between the re-calculated price and the original scheduled Microsoft Unified 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.

Microsoft Unified – Rate Table			
Enterprise package	Server	User	Azure
Year 2 Discounted Rate %	9.2%	6.9%	9.2%
Year 3 Discounted Rate %	9.28%	6.96%	9.28%

Appraised Product Spend by Category				
	Server	User	Azure	TOTAL
Year 1	USD 88,890.15	USD 917,051.16	USD 21,935.11	USD 1,027,876.00
Year 2	USD 88,890.15	USD 917,051.16	USD 21,935.11	USD 1,027,876.00
Year 3	USD 88,890.15	USD 917,051.16	USD 21,935.11	USD 1,027,876.00

Billing Schedule	Billing Date (M/d/yyyy)	Fee USD
One Time Payment	11/1/2024	128,135.01
One Time Payment	11/1/2025	132,630.76
One Time Payment	11/1/2026	136,620.04
Total Fees (excluding taxes)		397,385.81

Customer Named Contact(s).

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

Name of Customer Support Service Administrator		
Alison Gleason		
Street Address		Contact E-Mail Address
301 SE Inner Loop Ste 104		agleason@wilco.org
City	State/Province	Phone
GEORGETOWN	TX	512-943-1680

Country	Postal Code	Fax
United States	78626-8207	

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.

Microsoft Contact

Customer contact for questions and notices about this Work Order.

Microsoft Contact Name	
Leslie Foster	
Phone	Contact E-Mail Address v-lfoster@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
WILLIAMSON COUNTY	Enterprise 6	77605578
WILLIAMSON COUNTY-77605578-AZURE COMMERC	Enterprise 6	7348690
WILLIAMSON COUNTY-77605578-AZURE WC	Enterprise 6	6382663
WILLIAMSON COUNTY	Select Plus	7118883

Agenda Item #31, CC 10.08.2024 Work Order Agreement for Unified Enterprise Support Services from Microsoft Corp (Barbi)

Final Audit Report

2024-10-08

Created:	2024-10-07
By:	Cheryl Johnson (cheryl.johnson@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAABVJYSjKcxe2gJa3r8zbjZKZpt8zOSs9z5

"Agenda Item #31, CC 10.08.2024 Work Order Agreement for U nified Enterprise Support Services from Microsoft Corp (Barbi)" History

-  Document created by Cheryl Johnson (cheryl.johnson@wilco.org)
2024-10-07 - 7:12:16 PM GMT- IP address: 173.219.39.210
-  Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for delegation
2024-10-07 - 7:13:18 PM GMT
-  Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-10-07 - 7:50:38 PM GMT- IP address: 66.76.4.65
-  Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
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-  Document emailed to Bill Gravell (bgravell@wilco.org) for signature
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-  Email viewed by Bill Gravell (bgravell@wilco.org)
2024-10-08 - 4:30:41 PM GMT- IP address: 66.76.4.65
-  Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2024-10-08 - 4:30:52 PM GMT - Time Source: server- IP address: 66.76.4.65
-  Agreement completed.
2024-10-08 - 4:30:52 PM GMT