

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

107



**FROM:** Riverside County Information Technology (RCIT)

**SUBMITTAL DATE:**  
October 21, 2015

**SUBJECT:** Approval and Acceptance of Hardware and Support for the Two (2) StorSimple Network Appliances provided by Microsoft at no cost to County other than taxes. [All Districts]; [\$27,200]; 100% RCIT Operating Budget

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve and accept the hardware and support services for the two (2) StorSimple network appliances provided by Microsoft, valued at \$340,000, at no cost to the County other than taxes estimated at \$27,200; and,
2. Authorize the Purchasing Agent to sign the Microsoft Enterprise Agreement (EA) Amendment, as approved to form by County Counsel, accepting the hardware.

**BACKGROUND:**

**Summary**

Riverside County Information Technology (RCIT) is in the process of moving servers and storage to the cloud using Microsoft's Network Storage Hybrid Cloud Solution and Azure Computing Platform and Services. (Continued on page 2)

*Steve Reneker*

Steve Reneker  
Chief Information Officer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 27,200	\$ 0	\$ 27,200	\$ 0	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	

**SOURCE OF FUNDS:** 100% RCIT Operating Budget

Budget Adjustment: No

For Fiscal Year: 15/16

**C.E.O. RECOMMENDATION:**

APPROVE

BY: *Jennifer L. Sargent*  
Jennifer L. Sargent

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Benoit, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
Nays: None  
Absent: None  
Date: December 15, 2015  
xc: RCIT, Purchasing

Kecia Harper-Ihem  
Clerk of the Board  
By: *Kecia Harper-Ihem*  
Deputy

Prev. Agn. Ref.:

District: ALL

Agenda Number:

3-49

FORM APPROVED COUNTY COUNSEL  
BY: *GREGORY P. PRIAMOS*  
DATE: 11/25/15

Departmental Concurrence

Director  
Gresia Summers, Assistant

Purchasing &  
Fleet Services:

- A-30
- Positions Added
- 4/5 Vote
- Change Order

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FORM 11: Acceptance of Hardware and Support for the Two (2) StorSimple Network Appliances  
provided by Microsoft at no cost to County other than taxes. [All Districts]; [\$27,200]; 100% RCIT  
Operating Budget**

**DATE: October 21, 2015**

**PAGE: 2 of 2**

**BACKGROUND:**

**Summary (continued)**

Microsoft's Network Storage Hybrid Cloud Solution and Azure Computing Platform and Services are part of the Microsoft Enterprise Agreement (EA) that was approved by the Board of Supervisors via Agenda #3.27 on 11/08/11. In order for this system to be fully functional, it requires these two (2) StorSimple network storage array appliances (model #8600) for onsite storage coupled with the off-site cloud storage to create a complete solution.

This network storage system hybrid cloud solution enables RCIT to shift current data storage to an environment that ensures data integrity and data security for core business systems. This solution allows more commonly used data to be readily accessible via these two network storage arrays (onsite) and less commonly used data to be stored in the cloud (off-site). This approach offers the flexibility to expand capacity without increasing hardware. It also enhances data security by having data stored in an off-site hosted cloud environment.

Implementing this solution will save RCIT an estimated \$650,000 during the first year by allowing us to avoid purchasing equivalent hardware, hardware scheduled for refresh, and purchases to increase storage capacities. Additional savings are anticipated through the transfer of the physical tape libraries to the cloud using this system and elimination of local storage devices and servers.

**Impact on Citizens and Businesses**

This hardware is part of a technology solution that reduces county expenses and provides a safe and secure method to manage and store data. There is no negative impact on residents or businesses by approving this request.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

As part of these services under the EA, Microsoft is providing two (2) StorSimple network storage array appliances, valued at \$340,000, at no cost other than tax, which includes the first year of maintenance support for these network appliances, valued at \$55,560. This makes Microsoft's estimated total commitment to the County \$395,560. The County is obligated to pay taxes estimated at \$27,200.

After the first year, the County may acquire additional annual hardware support of the two (2) StorSimple network appliances using the normal purchasing competitive bid process.

**Contract History and Price Reasonableness**

Department of Public Social Services (DPSS) is currently using Azure government services and also received two (2) hardware StorSimple network appliances to finish building out their solution (Board of Supervisors Agenda #3-47 approved on 6/30/2015). This has proven to provide the cost and functional benefits as described in the summary.

# Enterprise Enrollment (Indirect) Invoice for Quoted Price Amendment ID M97

Enrollment Number  
*Microsoft to complete for initial term*  
*Partner to complete for renewal*

6319034

000-jorob-s-1009

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Notwithstanding anything to the contrary or in addition to any terms in the Enrollment, the Enrollment is hereby amended to add the following paragraph:

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Online Services subscriptions for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

**This Amendment must be attached to a signature form to be valid.**

# Enterprise Enrollment

## Microsoft Azure Amendment for StorSimple Solution with 8000 series

### Amendment ID M333

Enrollment Number  
Microsoft to complete for initial term  
Partner to complete for renewal

6319034

000-jorob-s-1009

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

This amendment specifies the terms under which 8000 series storage ("Storage Arrays") and support will be made available to Enrolled Affiliate.

When Enrolled Affiliate purchases one of the StorSimple Monetary Commitment Offerings identified below (each an "Offering") in connection with a subscription to the Microsoft Azure Service, Enrolled Affiliate will be eligible to receive, at no additional charge to Enrolled Affiliate, delivery of a corresponding Storage Array

StorSimple Standard Support is included until the next enrollment Anniversary after purchase for the StorSimple Monetary Commitment Offering. Details about support offerings for StorSimple Monetary Commitment Offerings are available at: [https://msdnstage.redmond.corp.microsoft.com/en-US/library/mt433077\(TechNet.10\).aspx](https://msdnstage.redmond.corp.microsoft.com/en-US/library/mt433077(TechNet.10).aspx).

Each Offering and its corresponding device is specified in the tables below. **StorSimple Subscription Offerings**

CWZ-00010	AzureStorSimple ShrdSvr ALNG SubsVL MVL MC 1	Azure Monetary Commitment equivalent to the fee paid, Azure StorSimple Support and an 8100 device
CWZ-00011	AzureStorSimple ShrdSvr ALNG SubsVL MVL MC 2	Azure Monetary Commitment equivalent to the fee paid, Azure StorSimple Support and an 8600 device
CWZ-00021	AzureStorSimple ShrdSvr ALNG SubsVL MVL MC 1 GOV	Azure GCC Monetary Commitment equivalent to the fee paid, Azure StorSimple Support and an 8100 device
CWZ-00022	AzureStorSimple ShrdSvr ALNG SubsVL MVL MC 1 GOV	Azure GCC Monetary Commitment equivalent to the fee paid, Azure StorSimple Support and an 8600 device

#### StorSimple Fee Offerings:

CWZ-00031	AzureStorSimple ShrdSvr ALNG Fee MVL Ovg AzureStorSimpleCmmtmntFeeMC1	Azure Monetary Commitment equivalent to the fee paid, Azure StorSimple Support and an 8100 device
CWZ-00032	AzureStorSimple ShrdSvr ALNG Fee MVL Ovg AzureStorSimpleCmmtmntFeeMC2	Azure Monetary Commitment equivalent to the fee paid, Azure StorSimple Support and an 8600 device

CWZ-00030	AzureStorSimple ShrdSvr ALNG Fee MVL Ovg AzureStorSimpleCmmtmntGFeeMC1	Azure StorSimple MC Fee SKU for GCC for 8100 device
CWZ-00033	AzureStorSimple ShrdSvr ALNG Fee MVL Ovg AzureStorSimpleCmmtmntGFeeMC2	Azure StorSimple MC Fee SKU for GCC for 8600 device

Monetary Commitment purchased under an Offering will be added to Enrolled Affiliate's Azure Subscription under this Enrollment and will be subject to the same terms as other Monetary Commitment purchased under this Enrollment, except that i) Monetary Commit purchased under this Amendment using a StorSimple Fee Offering must be consumed by the last day of the month preceding the first Enrollment anniversary after purchase, after which any unused portion will be forfeited; and ii) Monetary Commit purchased under this Amendment with a StorSimple Fee Offering will not be allocated proportionally through the Enrollment term.

Enrolled Affiliate is not eligible to receive the Storage Array and Storage Array support until Microsoft receives an order for the applicable Offering and an executed copy of this Amendment.

Enrolled Affiliate understands that in exchange for purchasing one or more StorSimple Monetary Commitment Offerings, Microsoft will provide the Storage Array and StorSimple Support to Enrolled Affiliate at no additional charge. Microsoft waives any and all entitlement to compensation from Enrolled Affiliate for such Storage Array or StorSimple Standard Support. Microsoft intends that the provision of the Storage Array and StorSimple Standard Support to Enrolled Affiliate without charge will fully comply with applicable gift, ethics and other laws and regulations related to gratuitous goods and services. Microsoft intends that the provision of Storage Array/s and StorSimple Standard Support shall be for the sole benefit and use of Enrolled Affiliate and not for the personal use or benefit of any individual government employee.

## EXHIBIT A

### Storage Array and Related Services Terms and Conditions of Use

1. **Shipment and Title.** Shipping terms for orders placed are: (i) FCA (*Incoterms 2010*) Supplier Shipping dock; (ii) Microsoft will pre-pay and invoice freight to Enrolled Affiliate; and (iii) for shipments outside the United States, Enrolled Affiliate is responsible for clearing the goods for import and paying all import costs including duties, taxes, and other clearance charges. Microsoft will supply the Storage Array to the Enrolled Affiliate on a No Charge basis and title for the Storage Array and the risk of loss will pass to Enrolled Affiliate upon delivery to the carrier and completion of export formalities at the point of origin. All scheduled shipment dates are estimates only. Enrolled Affiliate will retain ownership of the Storage Array at the end of the subscription term. The Storage Array will be shipped to the address provided by Enrolled Affiliate using the StorSimple online form (provided separately). For US transactions, Microsoft has remitted sales tax on the value of the Storage Array(s) based upon the ship-to address provided by the Enrolled Affiliate for the delivery of the Storage Array(s). For US and Canada transactions, the address used for the shipment of the Storage Array(s) is used strictly for purposes of shipping the device to the Enrolled Affiliate and does not impact any other ship-to (or Tax Address) provided on the Enrollment used for purposes of charging sales tax to the Enrolled Affiliate on purchases made under the Enrollment.
2. **Storage Array Software.** Software that runs in the Storage Array ("Storage Array Software") is licensed to Enrolled Affiliate, not sold. Terms such as "sell" and "purchase" apply only to the extent the Storage Array consists of Storage Array items other than Storage Array Software. By using any Storage Array Software, Enrolled Affiliate agrees to be bound by and abide by the terms of the license. Storage Array Software is licensed to the Enrolled Affiliate in accordance with the license, restrictions and other terms of this Exhibit A.
  - a. **Grant of Rights.** Subject to the terms and conditions herein, Microsoft grants to Enrolled Affiliate a non-exclusive, non-transferable, limited right to: (i) use the Storage Array Software running on the Storage Array and accompanying documentation only in connection with the configuration and operation of the Storage Array, not to be separated or run apart from the Hardware; and (ii) reproduce accompanying documentation as reasonably necessary for such permitted use, provided that Enrolled Affiliate reproduces, unaltered, all proprietary notices on or in such copies. Microsoft reserves all rights not expressly granted in this Exhibit A.
  - b. **Restrictions.** Enrolled Affiliate may not (a) remove any proprietary or copyright notices, labels or marks on or in any copy of Storage Array Software or documentation; (b) modify, translate, reverse engineer, decompile, disassemble or otherwise attempt (i) to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection mechanisms in the Storage Array Software, or (ii) to derive the source code or the underlying ideas, algorithms, structure or organization from the Storage Array Software (except that the foregoing limitation does not apply to the extent that such activities may not be prohibited under applicable law); (c) use the Storage Array Software for comparisons or "benchmarking" except for Enrolled Affiliate's internal purposes or publish or disclose the results thereof.
  - c. **Certain Third Party Open Source Software.** The Storage Array Software may be distributed with certain independent code (e.g., firmware) that is licensed under the GNU General Public License ("GPL"), the GNU Library/Lesser General Public License ("LGPL"), the Apache License Version 2.0 ("Apache License") and/or other open-source licenses ("Open-Source Code"). Any such Open-Source Code is identified in the Third Party Software Notices located at: <http://go.microsoft.com/fwlink/?LinkId=627000>, and is licensed to Enrolled Affiliate in accordance with the applicable open-source licenses.
  - d. **Proprietary Rights.** Except as provided above, the Storage Arrays are offered for sale and are sold by Microsoft subject in every case to the condition that such sale does not convey any

license, expressly or by implication, estoppel or otherwise, under any patent claim with respect to which Microsoft can grant licenses covering complete equipment, or any assembly, circuit combination, method or process in which any such products are used as components. Microsoft expressly reserves all its rights under such patent claims and retains all right, title and interest to the Storage Array Software and all intellectual property rights therein.

- e. **U.S. Government Use.** If Enrolled Affiliate is acquiring the Storage Array (that contains the Storage Array Software) on behalf of any part of the U.S. Government, the following provisions apply. The Storage Array Software and accompanying documentation were developed at private expense and are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR 12.212(b), as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Storage Array Software and/or the accompanying documentation by the U.S. Government or any of its agencies shall be governed solely by the Terms. Any technical data provided that is not covered by the above provisions is deemed to be "technical data/commercial items" pursuant to DFAR Section 227.7015(a). Any use, modification, reproduction, release, performance, display or disclosure of such technical data shall be governed by the terms of DFAR Section 227.7015(b). Enrolled Affiliate agrees not to export the Storage Array Software in violation of the laws and regulations of the United States or any other nation. Microsoft's direct and indirect licensors of software incorporated into the Storage Array Software are third party beneficiaries of these Terms and these Terms are made expressly for the benefit of, and are enforceable by, Microsoft and such licensors.
  
- f. **Activation/Consent for Internet-based Services.** Activation associates the use of the Storage Array Software with a specific device. During activation and subsequent use of the device, the Storage Array Software may send information about the Storage Array Software and device to Microsoft. This information includes the version, language, and product key of the Storage Array Software, Enrolled Affiliate's Internet protocol address, operating system, browser and name, the version of the Storage Array Software Enrolled Affiliate is using, and the language code of the Storage Array running the Storage Array Software. StorSimple uses this information to make the Internet-based services available to you. By using the Storage Array and Storage Array Software, Enrolled Affiliate consents to the transmission of this information to Microsoft. For more information, see the Storage Array Software documentation.
  
- g. **Storage Array Software Updates.** Enrolled Affiliate use of the update service for Storage Array Software will allow you to download available updates manually, or opt-in to receiving updates automatically. Available updates will come from Microsoft or third parties through the Microsoft Update service. The third party, not Microsoft, provides and licenses the third party updates through the update service. Microsoft has no responsibility for updates that come from a third party through the update service. Updates from Microsoft are delivered and licensed to Enrolled Affiliate by Microsoft. Microsoft reserves all rights.

### 3. Warranty.

- a. **Limited Warranty (the "Limited Hardware Warranty").** Microsoft warrants to Enrolled Affiliate that the Storage Array, including the Hardware, replacement components, and Storage Array Software, will not malfunction due to a defect in materials or workmanship under Normal Use Conditions for a period of ninety (90) days from the date of delivery to the Enrolled Affiliate. If Microsoft has breached the Limited Hardware Warranty with regard to a particular Storage Array, Microsoft will repair or replace it (at Microsoft's election) at no charge. "Normal Use Conditions" means ordinary commercial use according to the online instructions, online manual and/or printed product manual for a particular Product. This is the only warranty Microsoft gives for the Storage Arrays, and Microsoft gives no other guarantee, warranty, or condition. No one else may give any guarantee, warranty, or condition on Microsoft's behalf. **This warranty gives Enrolled Affiliate specific legal rights, and Enrolled Affiliate may also have other rights which vary from state to state. If applicable law gives Enrolled Affiliate any implied warranty, including an implied warranty of merchantability or fitness for a particular purpose, its duration is limited to the ninety (90) day Limited Hardware Warranty period.**

**Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the foregoing limitation may not apply to Enrolled Affiliate.**

- b. **Limitations.** To make a claim under the Limited Hardware Warranty, Enrolled Affiliate must (1) request support for the Storage Array during the Limited Hardware Warranty Term as described below and (2) upon request, provide contract number, Storage Array information, as well as any additional information reasonably requested by Microsoft. The Limited Hardware Warranty only applies if Microsoft has received full payment for the SKU offer that includes the Storage Array for which Enrolled Affiliate is making a claim.

Microsoft is not responsible and the Limited Hardware Warranty does not apply if a Storage Array:

- (i) is damaged by use with products or services not sold or licensed by Microsoft. (Enrolled Affiliate can use third-party product with the Storage Array without voiding the Limited Hardware Warranty; the Limited Hardware Warranty is voided only to the extent that Enrolled Affiliate uses such a third-party device and use of that third-party device causes the harm to the Storage Array);
- (ii) is used for a purpose other than those authorized by Enrolled Affiliate's Enterprise Agreement;
- (iii) is opened, modified, or tampered with (including, for example, any attempt to defeat any Storage Array technical limitation, security, or anti-piracy mechanism, etc.), or its serial number is altered or removed;
- (iv) is damaged by any external cause (including, for example, by being dropped, exposed to liquid, used with inadequate ventilation, etc.), or failure to follow instructions in the instruction manual for the Storage Array;
- (v) is damaged by maintenance or repair being improperly performed by anyone other than Microsoft or a Microsoft authorized vendor;
- (vi) incurs an issue resulting from or otherwise is attributable to the negligence, misuse, or abuse of the Storage Array by Enrolled Affiliate or its agents;
- (vii) does not comply with any environmental and storage requirements specified by Microsoft that result from Enrolled Affiliate's or its agents act or omission, including without limitation, temperature or humidity ranges; or
- (viii) is used in combination with any non-Microsoft supplied apparatus, data, or programs outside Microsoft's typical, recommended or reasonably anticipated use of the Storage Array within the applicable documentation.

Microsoft does not guarantee that Enrolled Affiliate's use of a Storage Array will be uninterrupted, timely, secure, or error-free, or that data loss will not occur.

- c. **Limited Warranty Support.** Microsoft will use reasonable efforts to provide included warranty and support Services in an efficient manner. Enrolled Affiliate must notify Microsoft of any failure to do so perform within ten (10) days after the date on which such failure first occurs, by logging a support request ticket in the Microsoft Azure portal. Microsoft's entire obligation, and Enrolled Affiliate's exclusive remedy, under this warranty will be for Microsoft, at Microsoft's option: (i) to use reasonable efforts to re-perform the deficient Services within a reasonable period of time; or (ii) if, after reasonable efforts Microsoft is not able to correct the deficiencies, refund the portion of any included Services fee that corresponds to the failure to perform.
- d. **No Other Warranties; Disclaimer.** Except for the Limited Hardware Warranty, the Storage Array is provided as-is and with all faults. Microsoft provides no other express or implied warranties or conditions. Microsoft disclaims any implied representations, warranties, or conditions, including warranties of merchantability, fitness for a particular purpose, title, quiet enjoyment, satisfactory quality and non-infringement, as well as any other implied warranties, such as warranties regarding data loss, availability, accuracy, functionality and lack of viruses. These disclaimers will apply except to the extent applicable law does not permit them. Any warranties, guarantees or conditions that



cannot be disclaimed as a matter of law last for ninety (90) days from the start of the Limited Hardware Warranty.

- e. **Hazardous Use Restriction.** The Storage Arrays are not designed for use in hazardous environments requiring fail-safe performance, including operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, and life support or weapons systems, or any other system whose failure could lead to injury, death, environmental damage, or mass destruction.
4. **Non-Transferability.** If Enrolled Affiliate sells or otherwise transfers any Hardware to any third party, Enrolled Affiliate will either de-install and remove the Storage Array Software from such Hardware prior to sale or transfer, or provide Microsoft with reasonable notice and an opportunity to remove or disable such Storage Array Software prior to any sale or transfer of the Hardware.
5. **Indemnification. Defense of third party claims.** Microsoft will defend you, the Enrolled Affiliate, against any claims made by an unaffiliated third party that a Storage Array infringes its patent, copyright or trademark or makes unlawful use of its Trade Secret, subject to the terms of the Master Agreement regarding defense of third party claims.
6. **Limitation of Liability.** WHETHER UNDER ANY WARRANTY, CONTRACT, TORT, NEGLIGENCE OR OTHER LEGAL OR EQUITABLE THEORY, THE FOLLOWING WILL APPLY TO MICROSOFT AND ITS AFFILIATES AND ALL STORAGE ARRAYS, STORAGE ARRAY SOFTWARE, AND SERVICES OF MICROSOFT IN ALL CIRCUMSTANCES: (A) MICROSOFT WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES, LOSS OF PROFITS OR LOSS OR INACCURACY OF DATA; AND (B) MICROSOFT'S CUMULATIVE LIABILITY FOR ANY AND ALL DAMAGES IS LIMITED TO AMOUNTS PAID TO MICROSOFT BY ENROLLED AFFILIATE FOR THE PARTICULAR PRODUCTS AND/OR SERVICES WITH RESPECT TO WHICH A CLAIM IS MADE. MICROSOFT HAS AGREED WITH ENROLLED AFFILIATE THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSION MAY NOT APPLY TO ENROLLED AFFILIATE.
7. **U.S. Export Control Laws.** The Storage Arrays are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use, and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies. For additional information related to Microsoft compliance with export rules, see <http://www.microsoft.com/exporting>.
8. **Collection of Diagnostic Information.** Microsoft may collect information to help Microsoft diagnose problems related to the Storage Array and provide potential solutions. If Microsoft receives indication of a potential problem, it may collect information from the Storage Array through the Azure StorSimple Management Service. The types of information collected may include files that help describe or identify the problem, such as operational logs, whether the problem occurred in the hardware or software, the type and severity of the problem, and device status. Microsoft will not collect memory dumps, keys, passwords, or data that an Enrolled Affiliate stores on the Storage Array. Microsoft uses the information to improve the Storage Array and related services, and may also use it to improve third party hardware and firmware included as part of the Storage Array. To the extent that Microsoft provides its hardware vendor with specific information, Microsoft will only provide the information in an anonymized data format unless Microsoft obtains Enrolled Affiliate's explicit consent. Microsoft will provide this information for the purpose of resolving an identified hardware related issue. To learn more about privacy for the Storage Array, see <https://www.microsoft.com/en-us/privacystatement/default.aspx>.

**This Amendment must be attached to a signature form to be valid.**

# Program Signature Form

MBA/MBSA number		000-jorob-s-1009
Agreement number	01E73134	

**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
Enterprise Enrollment (Indirect) Invoice for Quoted Price Amendment	M97 / 6319034
Enterprise Enrollment Microsoft Azure Amendment for StorSimple Solution with 8000 series	M333 / 6319034

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)* County of Riverside	
Signature* _____	
Printed First and Last Name*	
Printed Title	
Signature Date*	
Tax ID	

\* indicates required field

FORM APPROVED COUNTY COUNSEL  
 BY: Marshall Victor 11/25/15  
 MARSHAL VICTOR DATE

<b>Microsoft Affiliate</b>
<b>Microsoft Corporation</b>
<b>Signature</b> _____ <b>Printed First and Last Name</b> <b>Printed Title</b> <b>Signature Date</b> (date Microsoft Affiliate countersigns)
<b>Agreement Effective Date</b> (may be different than Microsoft's signature date)

**Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)**

<b>Customer</b>
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> _____ <b>Printed First and Last Name*</b> <b>Printed Title</b> <b>Signature Date*</b>

*\* indicates required field*

<b>Outsourcer</b>
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> _____ <b>Printed First and Last Name*</b> <b>Printed Title</b> <b>Signature Date*</b>

*\* indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Corporation**  
 Dept. 551, Volume Licensing  
 6100 Neil Road, Suite 210  
 Reno, Nevada 89511-1137  
 USA



Requested by: Heather Duggan  
Prepared by: Chris Beechler

Organization: Riverside County Information Technology  
Date: 10/8/2015

### Microsoft EA Quote

Enrollment: 6319034

Part Number	Product Description	Nbr Months	Monthly Unit Price	Qty	Extension
CWZ-00022	Coverage Dates 11/1/2015 - 12/31/2015 AzureStorSimple ShrdSvr ALNG SubsvL_MVL	2	8,333.33	2	33,333.32
CWZ-00022	Coverage Dates 1/1/2016 - 12/31/2016 AzureStorSimple ShrdSvr ALNG SubsvL_MVL	12	8,333.33	2	199,999.92

**Total \$ 233,333.24**

Please Note: The number of months is based on the number of months until the next anniversary.