3.56
(MT 26548)

(1)

On motion of Supervisor Spiegel, seconded by Supervisor Perez and duly carried, IT WAS ORDERED that the recommendation from the Riverside County Information Technology, District Attorney, Sheriff, Assessor-Clerk-Recorder, Fire, and Riverside University Health System regarding the approval of the Microsoft Enterprise Agreement enrollments with Crayon Software Experts, LLC. and Microsoft Corp., for Microsoft products for the total aggregate amount not to exceed $45,000,000, Microsoft Unified Support for the total aggregate amount not to exceed $4,500,000, and Microsoft Azure Cloud services for the total aggregate amount not to exceed $4,500,000; utilize the Board approved Enterprise Agreement No. 8084445 from January 1, 2025 through December 31, 2027, All Districts, is approved as recommended.

Roll Call:
Ayes: Spiegel, Washington, Perez and Gutierrez
Nays: Jeffries
Absent: None

(2)

On Motion of Supervisor Spiegel, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter be reconsidered.

Roll Call:
Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None

_____

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on December 3, 2024, of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors
Dated: December 3, 2024
Kimberly A. Rector, Clerk of the Board of Supervisors, in
(seal)   and for the County of Riverside, State of California.

By: _____ Deputy

AGENDA NO.
3.56

xc: RCIT, DA, Sheriff, ACR, Fire, RUHS

ITEM: 3.56
(ID # 26548)
MEETING DATE:
Tuesday, December 03, 2024

FROM : RIVERSIDE COUNTY INFORMATION TECHNOLOGY AND DISTRICT ATTORNEY, SHERIFF, ASSESSOR-CLERK- RECORDER, FIRE, RIVERSIDE UNIVERSITY HEALTH SYSTEM

SUBJECT: RIVERSIDE COUNTY INFORMATION TECHNOLOGY, DISTRICT ATTORNEY, SHERIFF, ASSESSOR-CLERK-RECORDER, FIRE, RIVERSIDE UNIVERSITY HEALTH SYSTEM: Approve the Microsoft Enterprise Agreement enrollments with Crayon Software Experts, LLC. and Microsoft Corp., for Microsoft products for the total aggregate amount not to exceed $45,000,000, Microsoft Unified Support for the total aggregate amount not to exceed $4,500,000, and Microsoft Azure Cloud services for the total aggregate amount not to exceed $4,500,000; utilize the Board approved Enterprise Agreement No. 8084445 from January 1, 2025 through December 31, 2027, All Districts. [Total aggregate amount not to exceed $54,000,000, additional compensation not to exceed $15,000,000; County Approved Budgets-100%]

RECOMMENDED MOTION: That the Board of Supervisors:
1. Approve the Microsoft Enterprise Agreement enrollments with Crayon Software Experts, LLC. and Microsoft Corp., for Microsoft products for the total aggregate amount not to exceed $45,000,000, Microsoft Unified Support for the total aggregate amount not to exceed $4,500,000, and Microsoft Azure Cloud services for the total aggregate amount not to exceed $4,500,000; utilize the Board approved Enterprise Agreement No. 8084445 from January 1, 2025, through December 31, 2027;
2. Approve additional compensation not to exceed the total aggregate amount of $15,000,000 from January 1, 2025, through December 31, 2027;
3. Authorize the Chair of the Board of Supervisors to execute three (3) copies of the enrollments on behalf of county departments and direct the Clerk of the Board to return two (2) copies to RCIT for distribution;
4. Authorize the Purchasing Agent, in accordance with Ordinance No 459 and as approved as to form by County Counsel, to sign amendments that stay within the intent of the Agreement and enrollments; and
5. Authorize the Purchasing Agent to issue Purchase Orders for required products and services that do not exceed the Board approved total aggregate amount.

ACTION:Policy

Jim Smith, Chief Information Officer   11/14/2024

Donald Sharp, Undersheriff   11/14/2024

Kan Wang, Assistant Assesor-County-Clerk Recorder   11/15/2024

Joshua Alexander, HEALTH SYSTEM CHF INFO OFFICER   11/15/2024

Chet Ashbaugh, Acting Chairman of the PSEC Steering Committee.   11/18/2024

Ginika Ezinwa, Deputy Director, Administration   11/18/2024

MINUTES OF THE BOARD OF SUPERVISORS

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 15,000,000	$ 15,000,000	$ 54,000,000	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0

SOURCE OF FUNDS: County Approved Budgets- 100%	Budget Adjustment: No
	For Fiscal Year: 24/25-26/27

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This request before the Board is for approval of the Microsoft Enterprise Agreement enrollments with Crayon Software Experts, LLC. and Microsoft Corp., for Microsoft software products and services, including Unified Support and Azure Cloud services. The county is utilizing Enterprise Agreement No. 8084445 (approved on December 17, 2019, Agenda No. 3.33) for the period of January 1, 2025, through December 31, 2027. The countywide enrollments include the following departments:

    a. Assessor-Clerk-Recorder
    b. District Attorney
    c. Fire Department
    d. Information Technology (includes all managed departments)
    e. Riverside University Health System
    f. Sheriff's Department

RCIT analyzed individual departments' licensing needs for the upcoming enrollment period. This enrollment will supply the county with all necessary Microsoft licenses and support services and keep them current.

The Microsoft Enterprise Agreement enrollments include common products such as, but are not limited to, the Windows Operating System, Office, Outlook, Visio, Project, Windows Server, SQL Server, System Center, Office 365, Teams, Power Apps, Power BI, Intune, and Azure.

Impact on Residents and Businesses

There is no negative impact on citizens and businesses. The Microsoft Enterprise Agreement allows the county to maintain administrative operations and business continuity throughout the County of Riverside. The master agreement provides maximum discounts and results in departments having the technology they need to meet their goals.

Additional Fiscal Information

The table below reflects the departmental estimated costs per fiscal year.

Department:	FY 24/25	FY 25/26	FY 26/27	Total

Assessor Clerk-Recorder	$	440,000	$	441,000	$	442,000	$	1,323,000
District Attorney	$	620,000	$	646,500	$	676,296	$	1,942,796
Fire Department	$	290,000	$	290,000	$	290,000	$	870,000
RCIT	$	5,725,000	$	5,667,500	$	5,634,704	$	17,027,204
RUHS	$	5,640,000	$	5,669,000	$	5,671,000	$	16,980,000
Sheriff	$	2,285,000	$	2,286,000	$	2,286,000	$	6,857,000
Total:	$	**15,000,000**	$	**15,000,000**	$	**15,000,000**	$	**45,000,000**
Microsoft Unified Support Services							$	4,500,000
Microsoft Azure Cloud Services							$	4,500,000
Additional compensation not to exceed							$	15,000,000
Grand Total:							$	**69,000,000**

Contract History and Price Reasonableness

Purchasing and Fleet Services, on behalf of Riverside Information Technology (RCIT), released a Request for Quote (RFQ #ITARC-555) for three-year enrollments in Microsoft Enterprise Agreement Licensed Support for the County of Riverside. The RFQ was posted publicly on publicpurchase.com on September 26, 2024, as a restrictive bid amongst the seven Counties awarded Microsoft License Solutions Providers (LSPs).

Upon the bid closing on October 15, 2024, the County received seven (7) responses, with total costs ranging from $44,335,112 to $45,383,043. After a detailed and thorough analysis by Purchasing and RCIT, Crayon Software Experts, LLC was found to be the lowest, most responsive, and most responsible bidder and recommended for award.

Attachments:

1. Microsoft Enterprise Agreement Enrollment-Assessor-Clerk-Recorder
2. Microsoft Enterprise Agreement Enrollment-District Attorney
3. Microsoft Enterprise Agreement Enrollment-Fire Department
4. Microsoft Enterprise Agreement Enrollment-Information Technology
5. Microsoft Enterprise Agreement Enrollment-Riverside University Health System
6. Microsoft Enterprise Agreement Enrollment-Sheriff's Department

Melissa Curtis, Deputy Director of Purchasing and Fleet   11/18/2024

Alonzo Barrera, Principal Management Analyst   11/22/2024

Sarah Franco, Assistant County Executive Officer   11/26/2024

Aaron Gettis, Chief of Deputy County Counsel   11/18/2024

Microsoft

Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	8084445

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
Enterprise Enrollment (Indirect)	X20-10636
Product Selection Form	2730469.002_PSF

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)* Riverside County Assessor Clerk Recorder
Signature*
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature *Denisee Martinez Martinez*
Printed First and Last Name Denisee Martinez Martinez
Printed Title Microsoft Authorized Signatory
Signature Date Nov-14-2024 (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Crayon Group - Internal Only

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

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

* indicates required field

If Customer requires 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
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Microsoft

Enterprise Enrollment

State and Local

Enterprise Enrollment number *(Microsoft to complete)*	69290877	Framework ID *(if applicable)*	
Previous Enrollment number *(Reseller to complete)*	58175409		

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (6) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. Order requirements.

a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

   (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

   (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. **Adding Products.**

   (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) Adding Licenses for previously ordered Products. Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

    (i) Enterprise Products. For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

    (ii) Additional Products. For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

    (iii) Online Services. For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

    (iv) Subscription License reductions. Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

        1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

        2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available.

        3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

    Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

    (v) Update statement. An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. *Pricing.*

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. **Setting Prices.** Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. *Payment terms.*

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. *End of Enrollment term and termination.*

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. **If Enrolled Affiliate elects not to renew.**

   (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

   (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

   1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

   2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.

   (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. *Government Community Cloud.*

a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

   (i) Government Community Cloud Services will be offered only within the United States.

   (ii) Additional European Terms, as set forth in the Use Rights, will not apply.

   (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. *Enrolled Affiliate's Enterprise.*

Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and the following Affiliate(s):

Unless specifically identified above, all Affiliates of Customer, either existing at the execution of this Enrollment or created or acquired after the execution of this Enrollment, will be excluded from the Enterprise. To request that an additional Affiliate be included in Customer's Enterprise, Customer must identify an Affiliate to Microsoft in writing and provide any required documentation. Microsoft will reasonably review requests under this paragraph and may approve the inclusion of an Affiliate in Customer's Enterprise in its sole discretion.

2. *Contact information.*

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

   a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

   Name of entity (must be legal entity name)* Riverside County Assessor Clerk Recorder
   Contact name: First* Luis **Middle**   **Last*** Gonzalez
   Contact email address* LEGonzalez@RiversideCREST.com
   Street address* 2724 Gateway Drive
   City* Riverside
   State* CA
   Postal code* 92507-0918 -
   (Please provide the zip + 4, e.g. xxxxx-xxxx)
   Country* United States
   Phone* 951-205-9678
   Tax ID
   * indicates required fields

   b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

   ☐   Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name: First* Luis **Middle** **Last*** Gonzalez
Contact email address* LEGonzalez@RiversideCREST.com
Street address* 2724 Gateway Drive
City* Riverside
State* CA
Postal code* 92507-0918 -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 951-205-9678
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
* *indicates required fields*

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Shahzad **Middle** **Last*** Ashfaq
Contact email address* sashfaq@asrclkrec.com
Phone* 951-840-8694
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
* *indicates required fields*

d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Crayon Software Experts LLC
Street address (PO boxes will not be accepted)* 12221 Merit Drive Suite 800
City* Dallas
State* TX
Postal code* 75251-1313
Country* United States
Contact name* Crayon US OPS TEAM
Phone* 469-329-0290
Contact email address* license.us@crayon.com
* *indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature*	⟋⟍⟋
Printed name*	Greg Landry
Printed title*	Sr Contracts Manager
Date*	11/3/2024

* *indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

    (i) Additional notices contact

    (ii) Software Assurance manager

    (iii) Subscriptions manager

    (iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Previous Enrollment(s)/Agreement(s) Form

Entity Name: Riverside County Assessor Clerk Recorder
Contract that this form is attached to: State Local Government

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

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

   a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.

   b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.

   c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.

   d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).

   e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	58175409	X	X

Microsoft | Volume Licensing

Proposal ID	Enrollment Number
2730469.002	

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:				
Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	0	491	–	User Licenses
Industry Device	48	0	–	Device Licenses
Total	48	491		

Products	Enterprise Quantity	Industry Device Quantity
Office 365 Plans		
O365 G1 GCC	36	–
Windows Desktop		
Windows Enterprise OS Upgrade	–	48
Microsoft 365 Enterprise		
M365 G3 GCC FromSA Unified Renewal	455	–

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	455	491	455	503

Microsoft | Volume Licensing

Enrolled Affiliate's Price Level:	
Product Offering / Pool	**Price Level**
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade,Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade.See Product Terms for details.

Note 3: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Microsoft

Program Signature Form

MBA/MBSA number		
Agreement number	8084445	

MB103024RCDA

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
Enterprise Enrollment (Indirect)	X20-10636
Discount Transparency Disclosure Form	2729548.002_DTDF
Product Selection Form	2729548.002_PSF
Enterprise Amendment	M667, M423 (New)

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)* Riverside County District Attorney
Signature*
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

* indicates required field

FORM APPROVED COUNTY COUNSEL

BY: _____ 11-18-2024

PAULA S. SALCIDO   DATE

Microsoft Affiliate
Microsoft Corporation
Signature *Charles Watson*
Printed First and Last Name Charles Watson
Printed Title Microsoft Authorized Signatory
Signature Date 11-14-2024 (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

Outsourcer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

If Customer requires 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
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Microsoft

Enterprise Enrollment

State and Local

Enterprise Enrollment number *(Microsoft to complete)*	64198994

Framework ID *(if applicable)*	

Previous Enrollment number *(Reseller to complete)*	89259123

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (6) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1.   Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. Order requirements.

a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

   (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

   (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. **Adding Products.**

   (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. *Pricing.*

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. **Setting Prices.** Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. *Payment terms.*

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. *End of Enrollment term and termination.*

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. **If Enrolled Affiliate elects not to renew.**

   (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

   (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

   1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

   2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.

   (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. *Government Community Cloud.*

a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Use Rights, will not apply.

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1.   *Enrolled Affiliate's Enterprise.*

Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and the following Affiliate(s):

Unless specifically identified above, all Affiliates of Customer, either existing at the execution of this Enrollment or created or acquired after the execution of this Enrollment, will be excluded from the Enterprise. To request that an additional Affiliate be included in Customer's Enterprise, Customer must identify an Affiliate to Microsoft in writing and provide any required documentation. Microsoft will reasonably review requests under this paragraph and may approve the inclusion of an Affiliate in Customer's Enterprise in its sole discretion.

2.   *Contact information.*

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

   a.   **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

   Name of entity (must be legal entity name)* Riverside County District Attorney
   Contact name: First* Timothy **Middle**   **Last*** Craney
   Contact email address* Timothy.craney@rivcoda.org
   Street address* 3960 Orange St
   City* Riverside
   State* CA
   Postal code* 92501-3643 -
   (Please provide the zip + 4, e.g. xxxxx-xxxx)
   Country* United States
   Phone* 951-955-0236
   Tax ID
   * indicates required fields

   b.   **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

   ☐   Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name: First* Timothy **Middle**   **Last*** Craney
Contact email address* Timothy.craney@rivcoda.org
Street address* 3960 Orange St
City* Riverside
State* CA
Postal code* 92501-3643 –
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 951-955-0236
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
* indicates required fields

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Justin **Middle**   **Last*** Kimble
Contact email address* justinkimble@rivcoda.org
Phone* 951-955-5406
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
* indicates required fields

d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Crayon Software Experts LLC
Street address (PO boxes will not be accepted)* 12221 Merit Drive Suite 800
City* Dallas
State* TX
Postal code* 75251-1313
Country* United States
Contact name* Crayon US OPS TEAM
Phone* 469-329-0290
Contact email address* license.us@crayon.com
* indicates required fields

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature*	⟋⟍⟍
Printed name*	Greg Landry
Printed title*	Sr Contracts Manager
Date*	11/3/2024

* indicates required fields

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

    e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

        (i) Additional notices contact
        (ii) Software Assurance manager
        (iii) Subscriptions manager
        (iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Previous Enrollment(s)/Agreement(s) Form

Entity Name: Riverside County District Attorney
Contract that this form is attached to: State Local Government

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

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.

- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.

- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.

- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).

- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	89259123	X	X
Standard Enrollment	4663788		

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Discount Transparency Disclosure Form

Date:	10/31/2024
Program:	Enterprise 6
Enrollment Number:	Renewal
Quote Number:	2729548.002
Reseller Name:	Crayon Software Experts LLC
Reseller Address:	12221 Merit Drive Dallas, Texas, US, 75251-2202

Discount Details

For this enrollment, Microsoft provided the Customer's Partner a discount off of the Partner's Net Price. The Partner is required, by Microsoft, to pass on the discount to the Customer by reducing the Microsoft Product resale price by an amount equal to or greater than the discount.

Listed on this form is the maximum price the Partner may charge for the Microsoft Products to be ordered under this enrollment. The Maximum Resale Price (MRP) is calculated by subtracting the discount provided to the Partner, from the total estimated resale price for the Microsoft Products.

The requirement to pass through the discount does not mean that Microsoft is setting the Customer's actual price. Partners remain free to set the price charged for Microsoft Products at any point equal to or below MRP. The Customer's actual price will be established by a separate agreement between Customer and its Partner. Note that the MRP listed on this form does not include fees for non-Microsoft products, partner services or normal transaction costs. Normal transaction costs include taxes or other fees assessed by a local or federal government.

For Ordered Products

Currency	Maximum Resale Price
US Dollar	2,439,426.48

In this form, the following definitions apply:

"Customer" means the entity that may enter or has entered into a Contract with the Partner.

"Contract" means a binding agreement between the Partner and Affiliate, under which Customer orders Products from Partner.

"Microsoft" means (1) the entity that has entered into an agreement with Partner under which Partner may place orders for Microsoft Products for use by the Customer and (2) the affiliates of such entity, as appropriate.

"Maximum Resale Price" means the sum of the Estimated Resale Price for the Microsoft Products ordered under the Customer Contract minus the discount off of the Partner's Net Price provided by Microsoft listed in the currency in which the Partner or Partner's reseller transacts with Microsoft.

"Product" means all Microsoft Products identified in the Product Terms, such as all Software, Online Services, and other web-based services, including pre-release or beta version. Microsoft product availability may vary by region.

Partner:	Crayon Software Experts LLC
Customer:	Riverside County District Attorney
Signature of Customer's authorized representative:	
Printed name:	
Printed title:	
Date:	

SECTION 1 - Licenses and Software Assurance

Ordered Product Pricing & Usage Year 1

Product Description	Part Number	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Industry Device					
Win Enterprise Device ALng SA	KV3-00368	59.00	40	United States	2,360.00
Additional Products					
Project Standard ALng SA	076-01912	154.00	3	United States	462.00
Visio Professional ALng SA	D87-01159	132.00	3	United States	396.00
Visual Studio Pro with GitHub ALng SA	QEK-00003	369.00	4	United States	1,476.00
CIS Suite Datacenter Core ALng SA 2L	9GS-00135	200.00	96	United States	19,200.00
CIS Suite Standard Core ALng SA 2L	9GA-00313	43.00	124	United States	5,332.00
SQL CAL ALng SA User CAL	359-00961	46.00	730	United States	33,580.00
SQL Server Standard ALng SA	228-04433	194.00	13	United States	2,522.00
Win Remote Desktop Services CAL ALng SA UCAL	6VC-01254	29.00	75	United States	2,175.00
Win Server Standard Core ALng SA 2L	9EM-00270	24.00	56	United States	1,344.00
Total Year 1 Maximum Price Licenses and Software Assurance					**68,847.00**

Ordered Product Pricing & Usage Year 2

Product Description	Part Number	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Industry Device					
Win Enterprise Device ALng SA	KV3-00368	59.00	40	United States	2,360.00
Additional Products					
Project Standard ALng SA	076-01912	154.00	3	United States	462.00
Visio Professional ALng SA	D87-01159	132.00	3	United States	396.00
Visual Studio Pro with GitHub ALng SA	QEK-00003	369.00	4	United States	1,476.00
CIS Suite Datacenter Core ALng SA 2L	9GS-00135	200.00	96	United States	19,200.00
CIS Suite Standard Core ALng SA 2L	9GA-00313	43.00	124	United States	5,332.00
SQL CAL ALng SA User CAL	359-00961	46.00	730	United States	33,580.00
SQL Server Standard ALng SA	228-04433	194.00	13	United States	2,522.00
Win Remote Desktop Services CAL ALng SA UCAL	6VC-01254	29.00	75	United States	2,175.00
Win Server Standard Core ALng SA 2L	9EM-00270	24.00	56	United States	1,344.00
Total Year 2 Maximum Price Licenses and Software Assurance					**68,847.00**

Ordered Product Pricing & Usage Year 3					
Product Description	Part Number	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Industry Device					
Win Enterprise Device ALng SA	KV3-00368	59.00	40	United States	2,360.00
Additional Products					
Project Standard ALng SA	076-01912	154.00	3	United States	462.00
Visio Professional ALng SA	D87-01159	132.00	3	United States	396.00
Visual Studio Pro with GitHub ALng SA	QEK-00003	369.00	4	United States	1,476.00
CIS Suite Datacenter Core ALng SA 2L	9GS-00135	200.00	96	United States	19,200.00
CIS Suite Standard Core ALng SA 2L	9GA-00313	43.00	124	United States	5,332.00
SQL CAL ALng SA User CAL	359-00961	46.00	730	United States	33,580.00
SQL Server Standard ALng SA	228-04433	194.00	13	United States	2,522.00
Win Remote Desktop Services CAL ALng SA UCAL	6VC-01254	29.00	75	United States	2,175.00
Win Server Standard Core ALng SA 2L	9EM-00270	24.00	56	United States	1,344.00
Total Year 3 Maximum Price Licenses and Software Assurance					68,847.00

SECTION 2 - Monthly Subscriptions

Ordered Product Pricing & Usage Year 1

Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Enterprise									
M365 G5 FSA Renewal GCC Sub Per User	AAL-48033	Adjustable	1/1/2025	Monthly	12	52.81	730	United States	462,615.60
M365 G5 GCC Sub Per User	AAL-45735	Adjustable	1/1/2025	Monthly	12	57.68	317	United States	219,414.72
Additional Products									
Win OLS Activation User GCC Sub Per User	VRM-00001	Adjustable	1/1/2025	Monthly	12	0.00	1,047	United States	0.00
Azure prepayment - US Gov	J5U-00001	Adjustable	1/1/2025	Monthly	12	125.00	5	United States	7,500.00
Power Automate Premium GCC Sub Per User	1O5-00001	Adjustable	1/1/2025	Monthly	12	16.50	3	United States	594.00
Teams Rooms Pro GCC Sub Per Device	VA1-00001	Adjustable	1/1/2025	Monthly	12	44.00	18	United States	9,504.00
Additional Products Tenant ID: Azure Com									
Azure prepayment	6QK-00001	Adjustable	1/1/2025	Monthly	12	125.00	10	United States	15,000.00
Total Year 1 Maximum Price Monthly Subscriptions									**714,628.32**

Ordered Product Pricing & Usage Year 2

Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Enterprise									
M365 G5 FSA Renewal GCC Sub Per User	AAL-48033	Adjustable	-	Monthly	12	55.11	730	United States	482,763.60
M365 G5 GCC Sub Per User	AAL-45735	Adjustable	-	Monthly	12	60.19	317	United States	228,962.76
Additional Products									
Win OLS Activation User GCC Sub Per User	VRM-00001	Adjustable	-	Monthly	12	0.00	1,047	United States	0.00
Azure prepayment - US Gov	J5U-00001	Adjustable	-	Monthly	12	125.00	5	United States	7,500.00
Power Automate Premium GCC Sub Per User	1O5-00001	Adjustable	-	Monthly	12	16.50	3	United States	594.00
Teams Rooms Pro GCC Sub Per Device	VA1-00001	Adjustable	-	Monthly	12	44.00	18	United States	9,504.00
Additional Products Tenant ID: Azure Com									
Azure prepayment	6QK-00001	Adjustable	-	Monthly	12	125.00	10	United States	15,000.00
Total Year 2 Maximum Price Monthly Subscriptions									**744,324.36**

Ordered Product Pricing & Usage Year 3									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Enterprise									
M365 G5 FSA Renewal GCC Sub Per User	AAL-48033	Adjustable	-	Monthly	12	57.40	730	United States	502,824.00
M365 G5 GCC Sub Per User	AAL-45735	Adjustable	-	Monthly	12	62.70	317	United States	238,510.80
Additional Products									
Win OLS Activation User GCC Sub Per User	VRM-00001	Adjustable	-	Monthly	12	0.00	1,047	United States	0.00
Azure prepayment - US Gov	J5U-00001	Adjustable	-	Monthly	12	125.00	5	United States	7,500.00
Power Automate Premium GCC Sub Per User	1O5-00001	Adjustable	-	Monthly	12	16.50	3	United States	594.00
Teams Rooms Pro GCC Sub Per Device	VA1-00001	Adjustable	-	Monthly	12	44.00	18	United States	9,504.00
Additional Products Tenant ID: Azure Com									
Azure prepayment	6QK-00001	Adjustable	-	Monthly	12	125.00	10	United States	15,000.00
Total Year 3 Maximum Price Monthly Subscriptions									773,932.80

Future Pricing					
Enterprise Products					
Product Description	**Part Number**	**Pricing Information**			
		Max True Up Price (USD)			
True-Ups - Industry Device Products		Year 1	Year 2	Year 3	
Win Enterprise Device ALng Upgrade SA	KV3-00381	222.00	180.00	138.00	
Enterprise Online Services					
Product Description	**Part Number**	**Max Price(USD) / Month**			
Suggested Industry Device Products					
Win E3 ALng Sub Per User	AAA-10787				6.20
Win E3 AO Win Enterprise Device ALng Sub	AAA-10744				1.40
Future Monthly - Enterprise Online Services					
M365 G5 GCC Sub Per User	AAL-45735				62.70
Additional Products					
Product Description	**Part Number**	**Pricing Information**			
		Max True Up Price (USD)			
True-Ups		Year 1	Year 2	Year 3	
Project Standard ALng LSA	076-01776	915.00	762.00	608.00	
Visio Professional ALng LSA	D87-01057	786.00	654.00	522.00	
Visual Studio Pro with GitHub ALng LSA	QEK-00001	1,080.00	710.00	341.00	
CIS Suite Datacenter Core ALng LSA 2L	9GS-00495	1,299.00	1,098.00	899.00	
CIS Suite Standard Core ALng LSA 2L	9GA-00006	282.00	238.00	194.00	
SQL CAL ALng LSA User CAL	359-00960	294.00	250.00	204.00	
SQL Server Standard ALng LSA	228-04437	1,260.00	1,066.00	873.00	
Win Remote Desktop Services CAL ALng LSA UCAL	6VC-01252	186.00	158.00	129.00	
Win Server Standard Core ALng LSA 2L	9EM-00562	156.00	130.00	107.00	
		Max True Up Price (USD)			
Step-Ups		Year 1	Year 2	Year 3	
Project Professional ALng SASU Project Standard 1 Server CAL	H30-00910	589.00	490.00	391.00	
Visual Studio Ent with GitHub ALng SASU Visual Studio Pro w/GH Ent	QEJ-00004	6,576.00	5,658.00	4,740.00	
CIS Suite Datacenter Core ALng SASU 2L CIS Std Core	9GS-00136	1,018.00	861.00	705.00	
Win Server DC Core ALng SASU 2L Win Server Std	9EA-00279	829.00	702.00	574.00	
		Max True Up Price (USD)			
Higher Editions		Year 1	Year 2	Year 3	
Project Professional ALng LSA 1 Server CAL	H30-00237	1,506.00	1,252.00	998.00	
Visual Studio Ent with GitHub ALng LSA	QEJ-00001	7,656.00	6,368.00	5,080.00	
Win Server DC Core ALng LSA 2L	9EA-00039	984.00	832.00	680.00	
Additional Online Products					
Product Description	**Part Number**	**Pricing Information**			
Online Services		**Max Price (USD)/ Month**			
Win OLS Activation User GCC Sub Per User	VRM-00001				0.00
Power Automate Premium GCC Sub Per User	1O5-00001				16.50
Teams Rooms Pro GCC Sub Per Device	VA1-00001				44.00

Microsoft | Volume Licensing

Proposal ID	Enrollment Number
2729548.002	

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	0	1,047	-	User Licenses
Industry Device	40	0	-	Device Licenses
Total	40	1,047		

Products	Enterprise Quantity	Industry Device Quantity
Windows Desktop		
Windows Enterprise OS Upgrade	-	40
Microsoft 365 Enterprise		
M365 G5 GCC	317	-
M365 G5 GCC FromSA Renewal	730	-

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	1047	1047	1047	1087

EA-EASProdSelForm(WW)(ENG)

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Enrolled Affiliate's Price Level:	
Product Offering / Pool	**Price Level**
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	

Quantity of Licenses and Software Assurance	**Price Level**
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade,Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade.See Product Terms for details.

Note 3: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Microsoft

Volume Licensing

Amendment to Contract Documents

Enrollment Number [   ]

[MB103024RCDA]

These amendments are entered into between the parties identified on the attached program signature form. They amend the Enrollment or Agreement identified above. All terms used but not defined in these amendments will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment
Special Ramped Pricing
Amendment M667

Microsoft is providing Enrolled Affiliate with one-time special ramped pricing for the Products listed in the table below only during the initial term of the Enrollment to help offset deployment and/or dual running costs and better align Enrolled Affiliate's investment with realized business value in those years. Accordingly, the parties agree that during the initial term of this Enrollment, Enrolled Affiliate may not reduce the stated Minimum Seat Quantity for any Product listed in the table below.
Enrolled Affiliate acknowledges that the terms, including the special ramped pricing, described herein are fixed for the initial term of this Enrollment and will not be subject to re-negotiation.

Microsoft is under no obligation to offer this or a similar concession upon renewal of the Enrollment.

SKU	Product	Minimum Seat Quantity
AAL-48033	M365 G5 FSA Renewal GCC Sub Per User	730
AAL-45735	M365 G5 GCC Sub Per User	317

Enterprise Enrollment
Multiple Azure Billing Tenants Under a Single Enrollment
Amendment ID M423

1. Definitions.

"Azure Billing Tenant" means the environment established by Microsoft on its multi-tenant servers from which a customer accesses Microsoft Azure Services.

"Lead Enrollment" means the Enrollment identified above.

"Billing Tenant Enrollment" means the enrollment associated with an Azure Billing Tenant established for a Tenant Affiliate under this Amendment.

"Tenant Administrator" means any licensed user of an Azure Billing Tenant that has its role set to "Global Administrator" in the profile settings in the Tenant User Administration page of the tenant portal.

"Tenant Affiliate" means an Affiliate, department, or any user group included in the Enrolled Affiliate's Enterprise who will access the Azure Billing Tenant that is identified in the Tenant Information Excel Form attached as an Appendix to this Amendment.

2. The parties agree to the following Billing Tenant Enrollment Terms as follows:

a. **Tenant Affiliate Access and Enrolled Affiliate Obligations.** Each Tenant Affiliate may access each Azure Billing Tenant and its corresponding Billing Tenant Enrollment identified in the Tenant Information Excel Form attached as an Appendix to this Amendment. Enrolled Affiliate acknowledges and agrees that: (i) it is the sole Enrolled Affiliate; (ii) it is the sole Licensee with respect to each Billing Tenant Enrollment; and, (iii) it is solely responsible for ensuring that each of its Tenant Affiliate's comply with the terms and conditions set forth in the Lead Enrollment and any subsequent amendment hereof.

b. **Tenant Administrator User Credentials.** Each Tenant Administrator must have its own, unique, login credential and shall manage each Azure Billing Tenant separately. No two Azure Billing Tenants may share one Tenant Administrator login credential or data object(s).

c. **Azure Prepayment.** Each Tenant Affiliate can purchase an Azure Prepayment; however, the allocated funds for such commitment cannot be transferred between Azure Billing Tenants and Tenant Affiliates.

d. **Purchasing**

   (i) Purchase eligibility. Billing Tenant Enrollments may only be used to purchase Microsoft Azure Services and Microsoft Azure Services Plans.

   (ii) Pricing. The price for Microsoft Azure Services and Microsoft Azure Services Plans purchased under a Billing Tenant Enrollment will be based on the pricelist current as of the Billing Tenant Enrollment Effective Date. Any price adjustment to a Billing Tenant Enrollment will be applicable only to that Billing Tenant Enrollment.

   (iii) Initial Order. Each Billing Tenant Enrollment must include an initial order.

   (iv) Billing Tenant Enrollment Effective Date. The effective date of a Billing Tenant Enrollment will be the processing date of the initial order.

e. **Orders.** Enrolled Affiliate must submit separate orders, on behalf of each Billing Tenant Enrollment. Orders shall be governed by the terms set forth in the Lead Enrollment, except as

specified in this Amendment. Orders are not transferrable between Billing Tenant Enrollments. Billing Tenant Enrollment acceptance and order reminders will be sent to the contact(s) identified on the Lead Enrollment only.

f. **Notices Contact and Online Services Manager.** Each Billing Tenant Enrollment, shall have its own Notices Contact and Online Services Manager as listed in the Tenant Information Excel Form attached as an Appendix to this Amendment. The Notices Contact and Online Services Manager is authorized to manage the Microsoft Azure Services obtained under the related Billing Tenant Enrollment.

g. The expiration date, anniversary dates, payment dates and applicable taxes for each Billing Tenant Enrollment shall be the same as in the Lead Enrollment.

h. Warning: If the Online service Manager Contact is third party (not Enrolled Affiliate) please be aware that this contact receives personally identifiable information of the Customer and it Affiliates.

This Amendment must be attached to a signature form and accompanies by the Tenant Information Excel Form to be valid. The Number of Tenant (s) listed in the Tenant Information Excel form file is:1

Appendix Tenant Information Excel Form is attached

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

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

Microsoft Internal Use Only:

(M667)EnrAmend(M365E5SpecialRampedPricing)(WW)(ENG)(Nov2022)(IU).docx		M667	B
(M423)EnrMultiTenant(MultipleAzureBillingTenantsUnderASingleEnrollment)(WW)(ENG)(Mar2022)(IU).docx		M423	PLSS

Microsoft | Volume Licensing

Discount Transparency Disclosure Form

Date:	10/31/2024
Program:	Enterprise 6
Enrollment Number:	Renewal
Quote Number:	2729548.002
Reseller Name:	Crayon Software Experts LLC
Reseller Address:	12221 Merit Drive
	Dallas, Texas, US, 75251-2202

Discount Details

For this enrollment, Microsoft provided the Customer's Partner a discount off of the Partner's Net Price. The Partner is required, by Microsoft, to pass on the discount to the Customer by reducing the Microsoft Product resale price by an amount equal to or greater than the discount.

Listed on this form is the maximum price the Partner may charge for the Microsoft Products to be ordered under this enrollment. The Maximum Resale Price (MRP) is calculated by subtracting the discount provided to the Partner, from the total estimated resale price for the Microsoft Products.

The requirement to pass through the discount does not mean that Microsoft is setting the Customer's actual price. Partners remain free to set the price charged for Microsoft Products at any point equal to or below MRP. The Customer's actual price will be established by a separate agreement between Customer and its Partner. Note that the MRP listed on this form does not include fees for non-Microsoft products, partner services or normal transaction costs. Normal transaction costs include taxes or other fees assessed by a local or federal government.

For Ordered Products

Currency	Maximum Resale Price
US Dollar	2,439,426.48

In this form, the following definitions apply:

"Customer" means the entity that may enter or has entered into a Contract with the Partner.

"Contract" means a binding agreement between the Partner and Affiliate, under which Customer orders Products from Partner.

"Microsoft" means (1) the entity that has entered into an agreement with Partner under which Partner may place orders for Microsoft Products for use by the Customer and (2) the affiliates of such entity, as appropriate.

"Maximum Resale Price" means the sum of the Estimated Resale Price for the Microsoft Products ordered under the Customer Contract minus the discount off of the Partner's Net Price provided by Microsoft listed in the currency in which the Partner or Partner's reseller transacts with Microsoft.

"Product" means all Microsoft Products identified in the Product Terms, such as all Software, Online Services, and other web-based services, including pre-release or beta version. Microsoft product availability may vary by region.

Partner:	Crayon Software Experts LLC
Customer:	Riverside County District Attorney
Signature of Customer's authorized representative:	
Printed name:	
Printed title:	
Date:	

SECTION 1 - Licenses and Software Assurance

Ordered Product Pricing & Usage Year 1

Product Description	Part Number	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Industry Device					
Win Enterprise Device ALng SA	KV3-00368	59.00	40	United States	2,360.00
Additional Products					
Project Standard ALng SA	076-01912	154.00	3	United States	462.00
Visio Professional ALng SA	D87-01159	132.00	3	United States	396.00
Visual Studio Pro with GitHub ALng SA	QEK-00003	369.00	4	United States	1,476.00
CIS Suite Datacenter Core ALng SA 2L	9GS-00135	200.00	96	United States	19,200.00
CIS Suite Standard Core ALng SA 2L	9GA-00313	43.00	124	United States	5,332.00
SQL CAL ALng SA User CAL	359-00961	46.00	730	United States	33,580.00
SQL Server Standard ALng SA	228-04433	194.00	13	United States	2,522.00
Win Remote Desktop Services CAL ALng SA UCAL	6VC-01254	29.00	75	United States	2,175.00
Win Server Standard Core ALng SA 2L	9EM-00270	24.00	56	United States	1,344.00
Total Year 1 Maximum Price Licenses and Software Assurance					**68,847.00**

Ordered Product Pricing & Usage Year 2

Product Description	Part Number	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Industry Device					
Win Enterprise Device ALng SA	KV3-00368	59.00	40	United States	2,360.00
Additional Products					
Project Standard ALng SA	076-01912	154.00	3	United States	462.00
Visio Professional ALng SA	D87-01159	132.00	3	United States	396.00
Visual Studio Pro with GitHub ALng SA	QEK-00003	369.00	4	United States	1,476.00
CIS Suite Datacenter Core ALng SA 2L	9GS-00135	200.00	96	United States	19,200.00
CIS Suite Standard Core ALng SA 2L	9GA-00313	43.00	124	United States	5,332.00
SQL CAL ALng SA User CAL	359-00961	46.00	730	United States	33,580.00
SQL Server Standard ALng SA	228-04433	194.00	13	United States	2,522.00
Win Remote Desktop Services CAL ALng SA UCAL	6VC-01254	29.00	75	United States	2,175.00
Win Server Standard Core ALng SA 2L	9EM-00270	24.00	56	United States	1,344.00
Total Year 2 Maximum Price Licenses and Software Assurance					**68,847.00**

Ordered Product Pricing & Usage Year 3					
Product Description	Part Number	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Industry Device					
Win Enterprise Device ALng SA	KV3-00368	59.00	40	United States	2,360.00
Additional Products					
Project Standard ALng SA	076-01912	154.00	3	United States	462.00
Visio Professional ALng SA	D87-01159	132.00	3	United States	396.00
Visual Studio Pro with GitHub ALng SA	QEK-00003	369.00	4	United States	1,476.00
CIS Suite Datacenter Core ALng SA 2L	9GS-00135	200.00	96	United States	19,200.00
CIS Suite Standard Core ALng SA 2L	9GA-00313	43.00	124	United States	5,332.00
SQL CAL ALng SA User CAL	359-00961	46.00	730	United States	33,580.00
SQL Server Standard ALng SA	228-04433	194.00	13	United States	2,522.00
Win Remote Desktop Services CAL ALng SA UCAL	6VC-01254	29.00	75	United States	2,175.00
Win Server Standard Core ALng SA 2L	9EM-00270	24.00	56	United States	1,344.00
Total Year 3 Maximum Price Licenses and Software Assurance					68,847.00

SECTION 2 - Monthly Subscriptions								
Ordered Product Pricing & Usage Year 1								
Product Description	**Part Number**	**Usage Indicator**	**Usage Start Date**	**Unit Of Measure**	**Unit Quantity**	**Maximum Price (USD)**	**License Quantity**	**Usage Country**	**Subtotal (USD)**
Enterprise								
M365 G5 FSA Renewal GCC Sub Per User	AAL-48033	Adjustable	1/1/2025	Monthly	12	52.81	730	United States	462,615.60
M365 G5 GCC Sub Per User	AAL-45735	Adjustable	1/1/2025	Monthly	12	57.68	317	United States	219,414.72
Additional Products								
Win OLS Activation User GCC Sub Per User	VRM-00001	Adjustable	1/1/2025	Monthly	12	0.00	1,047	United States	0.00
Azure prepayment - US Gov	J5U-00001	Adjustable	1/1/2025	Monthly	12	125.00	5	United States	7,500.00
Power Automate Premium GCC Sub Per User	1O5-00001	Adjustable	1/1/2025	Monthly	12	16.50	3	United States	594.00
Teams Rooms Pro GCC Sub Per Device	VA1-00001	Adjustable	1/1/2025	Monthly	12	44.00	18	United States	9,504.00
Additional Products Tenant ID: Azure Com								
Azure prepayment	6QK-00001	Adjustable	1/1/2025	Monthly	12	125.00	10	United States	15,000.00
Total Year 1 Maximum Price Monthly Subscriptions								**714,628.32**

Ordered Product Pricing & Usage Year 2								
Product Description	**Part Number**	**Usage Indicator**	**Usage Start Date**	**Unit Of Measure**	**Unit Quantity**	**Maximum Price (USD)**	**License Quantity**	**Usage Country**	**Subtotal (USD)**
Enterprise								
M365 G5 FSA Renewal GCC Sub Per User	AAL-48033	Adjustable	-	Monthly	12	55.11	730	United States	482,763.60
M365 G5 GCC Sub Per User	AAL-45735	Adjustable	-	Monthly	12	60.19	317	United States	228,962.75
Additional Products								
Win OLS Activation User GCC Sub Per User	VRM-00001	Adjustable	-	Monthly	12	0.00	1,047	United States	0.00
Azure prepayment - US Gov	J5U-00001	Adjustable	-	Monthly	12	125.00	5	United States	7,500.00
Power Automate Premium GCC Sub Per User	1O5-00001	Adjustable	-	Monthly	12	16.50	3	United States	594.00
Teams Rooms Pro GCC Sub Per Device	VA1-00001	Adjustable	-	Monthly	12	44.00	18	United States	9,504.00
Additional Products Tenant ID: Azure Com								
Azure prepayment	6QK-00001	Adjustable	-	Monthly	12	125.00	10	United States	15,000.00
Total Year 2 Maximum Price Monthly Subscriptions								**744,324.36**

Ordered Product Pricing & Usage Year 3									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Enterprise									
M365 G5 FSA Renewal GCC Sub Per User	AAL-48033	Adjustable	-	Monthly	12	57.40	730	United States	502,824.00
M365 G5 GCC Sub Per User	AAL-45735	Adjustable	-	Monthly	12	62.70	317	United States	238,510.80
Additional Products									
Win OLS Activation User GCC Sub Per User	VRM-00001	Adjustable	-	Monthly	12	0.00	1,047	United States	0.00
Azure prepayment - US Gov	J5U-00001	Adjustable	-	Monthly	12	125.00	5	United States	7,500.00
Power Automate Premium GCC Sub Per User	1O5-00001	Adjustable	-	Monthly	12	16.50	3	United States	594.00
Teams Rooms Pro GCC Sub Per Device	VA1-00001	Adjustable	-	Monthly	12	44.00	18	United States	9,504.00
Additional Products Tenant ID: Azure Com									
Azure prepayment	6QK-00001	Adjustable	-	Monthly	12	125.00	10	United States	15,000.00
Total Year 3 Maximum Price Monthly Subscriptions									**773,932.80**

Future Pricing				
Enterprise Products				
Product Description	Part Number	Pricing Information		
		Max True Up Price (USD)		
True-Ups - Industry Device Products		Year 1	Year 2	Year 3
Win Enterprise Device ALng Upgrade SA	KV3-00381	222.00	180.00	138.00
Enterprise Online Services				
Product Description	Part Number	Max Price(USD) / Month		
Suggested Industry Device Products				
Win E3 ALng Sub Per User	AAA-10787			6.20
Win E3 AO Win Enterprise Device ALng Sub	AAA-10744			1.40
Future Monthly - Enterprise Online Services				
M365 G5 GCC Sub Per User	AAL-45735			62.70
Additional Products				
Product Description	Part Number	Pricing Information		
		Max True Up Price (USD)		
True-Ups		Year 1	Year 2	Year 3
Project Standard ALng LSA	076-01776	915.00	762.00	608.00
Visio Professional ALng LSA	D87-01057	786.00	654.00	522.00
Visual Studio Pro with GitHub ALng LSA	QEK-00001	1,080.00	710.00	341.00
CIS Suite Datacenter Core ALng LSA 2L	9GS-00495	1,299.00	1,098.00	899.00
CIS Suite Standard Core ALng LSA 2L	9GA-00006	282.00	238.00	194.00
SQL CAL ALng LSA User CAL	359-00960	294.00	250.00	204.00
SQL Server Standard ALng LSA	228-04437	1,260.00	1,066.00	873.00
Win Remote Desktop Services CAL ALng LSA UCAL	6VC-01252	186.00	158.00	129.00
Win Server Standard Core ALng LSA 2L	9EM-00562	156.00	130.00	107.00
		Max True Up Price (USD)		
Step-Ups		Year 1	Year 2	Year 3
Project Professional ALng SASU Project Standard 1 Server CAL	H30-00910	589.00	490.00	391.00
Visual Studio Ent with GitHub ALng SASU Visual Studio Pro w/GH Ent	QEJ-00004	6,576.00	5,658.00	4,740.00
CIS Suite Datacenter Core ALng SASU 2L CIS Std Core	9GS-00136	1,018.00	861.00	705.00
Win Server DC Core ALng SASU 2L Win Server Std	9EA-00279	829.00	702.00	574.00
		Max True Up Price (USD)		
Higher Editions		Year 1	Year 2	Year 3
Project Professional ALng LSA 1 Server CAL	H30-00237	1,506.00	1,252.00	998.00
Visual Studio Ent with GitHub ALng LSA	QEJ-00001	7,656.00	6,368.00	5,080.00
Win Server DC Core ALng LSA 2L	9EA-00039	984.00	832.00	680.00
Additional Online Products				
Product Description	Part Number	Pricing Information		
Online Services		Max Price (USD)/ Month		
Win OLS Activation User GCC Sub Per User	VRM-00001			0.00
Power Automate Premium GCC Sub Per User	1O5-00001			16.50
Teams Rooms Pro GCC Sub Per Device	VA1-00001			44.00

Amendment to Contract Documents

Enrollment Number [   ]

MB103024RCDA

These amendments are entered into between the parties identified on the attached program signature form. They amend the Enrollment or Agreement identified above. All terms used but not defined in these amendments will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment
Special Ramped Pricing
Amendment M667

Microsoft is providing Enrolled Affiliate with one-time special ramped pricing for the Products listed in the table below only during the initial term of the Enrollment to help offset deployment and/or dual running costs and better align Enrolled Affiliate's investment with realized business value in those years. Accordingly, the parties agree that during the initial term of this Enrollment, Enrolled Affiliate may not reduce the stated Minimum Seat Quantity for any Product listed in the table below.
Enrolled Affiliate acknowledges that the terms, including the special ramped pricing, described herein are fixed for the initial term of this Enrollment and will not be subject to re-negotiation.

Microsoft is under no obligation to offer this or a similar concession upon renewal of the Enrollment.

SKU	Product	Minimum Seat Quantity
AAL-48033	M365 G5 FSA Renewal GCC Sub Per User	730
AAL-45735	M365 G5 GCC Sub Per User	317

Enterprise Enrollment
Multiple Azure Billing Tenants Under a Single Enrollment
Amendment ID M423

1. Definitions.

"Azure Billing Tenant" means the environment established by Microsoft on its multi-tenant servers from which a customer accesses Microsoft Azure Services.

"Lead Enrollment" means the Enrollment identified above.

"Billing Tenant Enrollment" means the enrollment associated with an Azure Billing Tenant established for a Tenant Affiliate under this Amendment.

"Tenant Administrator" means any licensed user of an Azure Billing Tenant that has its role set to "Global Administrator" in the profile settings in the Tenant User Administration page of the tenant portal.

"Tenant Affiliate" means an Affiliate, department, or any user group included in the Enrolled Affiliate's Enterprise who will access the Azure Billing Tenant that is identified in the Tenant Information Excel Form attached as an Appendix to this Amendment.

2. The parties agree to the following Billing Tenant Enrollment Terms as follows:

a. **Tenant Affiliate Access and Enrolled Affiliate Obligations.** Each Tenant Affiliate may access each Azure Billing Tenant and its corresponding Billing Tenant Enrollment identified in the Tenant Information Excel Form attached as an Appendix to this Amendment. Enrolled Affiliate acknowledges and agrees that: (i) it is the sole Enrolled Affiliate; (ii) it is the sole Licensee with respect to each Billing Tenant Enrollment; and, (iii) it is solely responsible for ensuring that each of its Tenant Affiliate's comply with the terms and conditions set forth in the Lead Enrollment and any subsequent amendment hereof.

b. **Tenant Administrator User Credentials.** Each Tenant Administrator must have its own, unique, login credential and shall manage each Azure Billing Tenant separately. No two Azure Billing Tenants may share one Tenant Administrator login credential or data object(s).

c. **Azure Prepayment.** Each Tenant Affiliate can purchase an Azure Prepayment; however, the allocated funds for such commitment cannot be transferred between Azure Billing Tenants and Tenant Affiliates.

d. **Purchasing**

    (i) Purchase eligibility. Billing Tenant Enrollments may only be used to purchase Microsoft Azure Services and Microsoft Azure Services Plans.

    (ii) Pricing. The price for Microsoft Azure Services and Microsoft Azure Services Plans purchased under a Billing Tenant Enrollment will be based on the pricelist current as of the Billing Tenant Enrollment Effective Date. Any price adjustment to a Billing Tenant Enrollment will be applicable only to that Billing Tenant Enrollment.

    (iii) Initial Order. Each Billing Tenant Enrollment must include an initial order.

    (iv) Billing Tenant Enrollment Effective Date. The effective date of a Billing Tenant Enrollment will be the processing date of the initial order.

e. **Orders.** Enrolled Affiliate must submit separate orders, on behalf of each Billing Tenant Enrollment. Orders shall be governed by the terms set forth in the Lead Enrollment, except as

specified in this Amendment. Orders are not transferrable between Billing Tenant Enrollments. Billing Tenant Enrollment acceptance and order reminders will be sent to the contact(s) identified on the Lead Enrollment only.

f. **Notices Contact and Online Services Manager.** Each Billing Tenant Enrollment, shall have its own Notices Contact and Online Services Manager as listed in the Tenant Information Excel Form attached as an Appendix to this Amendment. The Notices Contact and Online Services Manager is authorized to manage the Microsoft Azure Services obtained under the related Billing Tenant Enrollment.

g. The expiration date, anniversary dates, payment dates and applicable taxes for each Billing Tenant Enrollment shall be the same as in the Lead Enrollment.

h. Warning: If the Online service Manager Contact is third party (not Enrolled Affiliate) please be aware that this contact receives personally identifiable information of the Customer and it Affiliates.

This Amendment must be attached to a signature form and accompanies by the Tenant Information Excel Form to be valid. The Number of Tenant (s) listed in the Tenant Information Excel form file is:1

Appendix Tenant Information Excel Form is attached

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

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

Microsoft Internal Use Only:

(M667)EnrAmend(M365E5SpecialRampedPricing)(WW)(ENG)(Nov2022)(IU).docx		M667	B
(M423)EnrMultiTenant(MultipleAzureBillingTenantsUnderASingleEnrollment)(WW)(ENG)(Mar2022)(IU).docx		M423	PLSS

Microsoft

Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	8084445

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
Enterprise Enrollment (Indirect)	X20-10636
Product Selection Form	2732311.001_PSF

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)* Riverside County Fire Department
Signature*
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

* indicates required field

[handwritten sidebar, rotated:] FORM APPROVED COUNTY COUNSEL BY: PAULA S. SALCIDO 11-16-2024 DATE

Microsoft Affiliate
Microsoft Corporation
Signature *Charles Watson*
Printed First and Last Name Charles Watson
Printed Title Microsoft Authorized Signatory
Signature Date 11-14-2024 (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Crayon Group - Internal Only

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

Outsourcer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

If Customer requires 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
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Enterprise Enrollment

State and Local

Enterprise Enrollment number *(Microsoft to complete)*	49673957
Previous Enrollment number *(Reseller to complete)*	55140458

Framework ID *(if applicable)*	

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (6) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. Order requirements.

a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

   (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

   (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. **Adding Products.**

   (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) True-up order period. The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. **Setting Prices.** Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. *End of Enrollment term and termination.*

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. **If Enrolled Affiliate elects not to renew.**

   (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

   (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

   1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

   2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.

   (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. *Government Community Cloud.*

a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Use Rights, will not apply.

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1.   Enrolled Affiliate's Enterprise.

Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and the following Affiliate(s):

Unless specifically identified above, all Affiliates of Customer, either existing at the execution of this Enrollment or created or acquired after the execution of this Enrollment, will be excluded from the Enterprise. To request that an additional Affiliate be included in Customer's Enterprise, Customer must identify an Affiliate to Microsoft in writing and provide any required documentation. Microsoft will reasonably review requests under this paragraph and may approve the inclusion of an Affiliate in Customer's Enterprise in its sole discretion.

2.   Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

   Name of entity (must be legal entity name)* Riverside County Fire Department
   Contact name: First* Alan **Middle**   **Last*** Yeun
   Contact email address* alan.yeun@fire.ca.gov
   Street address* 210 W. San Jacinto Ave.
   City* Perris
   State* CA
   Postal code* 92570-1915 -
   (Please provide the zip + 4, e.g. xxxxx-xxxx)
   Country* United States
   Phone* 951-940-6794
   Tax ID
   * indicates required fields

b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

   ☐   Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name: First* Alan **Middle**   **Last*** Yeun
Contact email address* alan.yeun@fire.ca.gov
Street address* 210 W. San Jacinto Ave.
City* Perris
State* CA
Postal code* 92570-1915 -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 951-940-6794
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
* indicates required fields

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Daniel **Middle**   **Last*** Byrnes
Contact email address* daniel.byrnes@fire.ca.gov
Phone* 951-940-6721
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
* indicates required fields

d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Crayon Software Experts LLC
Street address (PO boxes will not be accepted)* 12221 Merit Drive Suite 800
City* Dallas
State* TX
Postal code* 75251-1313
Country* United States
Contact name* Crayon US OPS TEAM
Phone* 469-329-0290
Contact email address* license.us@crayon.com
* indicates required fields

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature*	
Printed name*	Greg Landry
Printed title*	Sr Contracts Manager
Date*	11/3/2024

* indicates required fields

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

    e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

        (i) Additional notices contact

        (ii) Software Assurance manager

        (iii) Subscriptions manager

        (iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Previous Enrollment(s)/Agreement(s) Form

Entity Name: Riverside County Fire Department
Contract that this form is attached to: State Local Government

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

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.

b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.

c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.

d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).

e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	55140458	X	X

Microsoft | Volume Licensing

Proposal ID	Enrollment Number
2732311.001	

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	1,090	0	-	Device Licenses
Fire Department Training PC's	450	0	-	Device Licenses
Total	1,540	0		

Products	Enterprise Quantity	Fire Department Training PC's Quantity
Office Professional Plus		
Office Professional Plus		450
Client Access License (CAL)		
Core CAL		
Core CAL	1,090	450
Windows Desktop		
Windows Enterprise OS Upgrade	1,090	450

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	450	1540	1540	1540

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D

Microsoft | Volume Licensing

Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.

Note 3: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade,Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade.See Product Terms for details.

Note 4: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Microsoft

Volume Licensing

Program Signature Form

MBA/MBSA number		MB111124RCITEA
Agreement number	8084445	

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
Enterprise Enrollment (Indirect)	X20-10636
Enterprise Amendment	M130, M667 (New)
Product Selection Form	2735059.003_PSF
Discount Transparency Disclosure Form	2735059.003_DTDF

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)* Riverside County Information Technology
Signature*
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

* indicates required field

FORM APPROVED COUNTY COUNSEL
BY: _____ 11-18-2024
PAULA S. SALCIDO   DATE

Microsoft Affiliate

Microsoft Corporation

Signature *Charles Watson*

Printed First and Last Name Charles Watson

Printed Title Microsoft Authorized Signatory

Signature Date 11-15-2024
(date Microsoft Affiliate countersigns)

Agreement Effective Date

(may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer

Name of Entity (must be legal entity name)*

Signature*

Printed First and Last Name*

Printed Title

Signature Date*

* indicates required field

Outsourcer

Name of Entity (must be legal entity name)*

Signature* _____

Printed First and Last Name*

Printed Title

Signature Date*

* indicates required field

If Customer requires 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
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Enterprise Enrollment

State and Local

Enterprise Enrollment number *(Microsoft to complete)*	86013401
Previous Enrollment number *(Reseller to complete)*	74779104

Framework ID *(if applicable)*	

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (6) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1.   Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2.   Order requirements.

a.   **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

   (i)   **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

   (ii)   **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b.   **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c.   **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d.   **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e.   **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f.   **Adding Products.**

   (i)   **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. *Pricing.*

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. **Setting Prices.** Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. *Payment terms.*

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. *End of Enrollment term and termination.*

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. **If Enrolled Affiliate elects not to renew.**

   (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

   (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

      1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

      2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.

   (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. *Government Community Cloud.*

a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

   (i) Government Community Cloud Services will be offered only within the United States.

   (ii) Additional European Terms, as set forth in the Use Rights, will not apply.

   (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. *Enrolled Affiliate's Enterprise.*

Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and the following Affiliate(s):

Unless specifically identified above, all Affiliates of Customer, either existing at the execution of this Enrollment or created or acquired after the execution of this Enrollment, will be excluded from the Enterprise. To request that an additional Affiliate be included in Customer's Enterprise, Customer must identify an Affiliate to Microsoft in writing and provide any required documentation. Microsoft will reasonably review requests under this paragraph and may approve the inclusion of an Affiliate in Customer's Enterprise in its sole discretion.

2. *Contact information.*

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

   a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

   Name of entity (must be legal entity name)* Riverside County Information Technology
   Contact name: First* Melissa **Middle**   **Last*** Palma
   Contact email address* mpalma@rivco.org
   Street address* 3450 14th Street, 4th Floor
   City* Riverside
   State* CA
   Postal code* 92501-3861 -
   (Please provide the zip + 4, e.g. xxxxx-xxxx)
   Country* United States
   Phone* 951-955-7808
   Tax ID
   * indicates required fields

   b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

   ☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name: First* Natalia **Middle**   **Last*** Brown
Contact email address* NataliaBrown@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside
State* CA
Postal code* 92501-3861 -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 951-955-7807
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
* indicates required fields

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Sean **Middle**   **Last*** Adams
Contact email address* sadams@rivco.org
Phone* 951-955-3343
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
* indicates required fields

d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Crayon Software Experts LLC
Street address (PO boxes will not be accepted)* 12221 Merit Drive Suite 800
City* Dallas
State* TX
Postal code* 75251-1313
Country* United States
Contact name* Crayon US OPS TEAM
Phone* 469-329-0290
Contact email address* license.us@crayon.com
* indicates required fields

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature*	
Printed name* Greg Landry	
Printed title* Sr Contracts Manager	
Date* 11/13/2024	

* indicates required fields

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

   (i) Additional notices contact
   (ii) Software Assurance manager
   (iii) Subscriptions manager
   (iv) Customer Support Manager (CSM) contact

3.   *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing?   ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Microsoft

Previous Enrollment(s)/Agreement(s) Form

Entity Name: Riverside County Information Technology
Contract that this form is attached to: State Local Government

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

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.

- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.

- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.

- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).

- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	74779104	X	X
Standard Enrollment	8577244		

Amendment to Contract Documents

Enrollment Number [   ]

MB111124RCITEA

These amendments are entered into between the parties identified on the attached program signature form. They amend the Enrollment or Agreement identified above. All terms used but not defined in these amendments will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment
Multi-Tenant Enrollment
Amendment M130

1. Definitions.

   a. "Lead Enrollment" means the Enrollment number listed at the top of this Amendment.

   b. "Tenant" means the environment established by Microsoft on its multi-tenant servers from which Online Services are hosted for Enrolled Affiliate's Enterprise.

   c. More information about Tenants may be found in the applicable Services Descriptions posted to the following or a successor site Microsoft identifies: http://technet.microsoft.com/en-us/library/jj819284.aspx

   d. "Tenant Administrator" means any licensed user of a Tenant that has their role set to "Global Administrator" in their profile settings in the Tenant User Administration page of the tenant portal. A Tenant can have multiple users configured as "Global Administrator" and in this case there is no differentiation of technical capabilities between them, they are each Tenant Administrators for that Tenant and can perform their technical functions unilaterally. The login credentials must be unique across the entire global system for each user, including but not limited to, users that are configured as Tenant Administrators. Each Tenant will require Tenant Administrator(s).

2. Tenant Enrollment terms.

   a. Customer Data in each Tenant is logically isolated from Customer Data in other Tenants, and each Tenant is managed separately by Tenant Administrator(s) using entirely different login credentials. Two Tenants may not share Tenant Administrator(s) with the same login credentials or share data objects such as address lists or SharePoint Online sites.

   b. To enable multiple Tenants for Online Services Plans, as identified in the Product Terms, Enrolled Affiliate can request assignment of an enrollment number ("Tenant Enrollment") for each Affiliate (or a department or division thereof), or subset of Affiliates, included in its Enterprise, or a department or division of Enrolled Affiliate, that require separate Tenants ("Tenant Affiliate"). Tenant Enrollments may only be established for Affiliates (or a department or division thereof) included in the Enrolled Affiliate's Enterprise in the "Enrolled Affiliate's Enterprise" section of the Enrollment or for a department or division of Enrolled Affiliate.

c. To facilitate Tenant Enrollments for Tenant Affiliates, the parties agree that an enrollment number will be assigned for each Tenant Affiliate listed in the Tenant Information Excel Form attached as an Appendix to this Amendment. Enrolled Affiliate hereby accepts the terms and conditions of the Lead Enrollment on behalf of each Tenant Affiliate. Enrolled Affiliates represents and warrants that it has the right, power, and authority to accept on behalf of Tenant Affiliate.

d. Notwithstanding that the Tenant Affiliates listed in the Tenant Information Excel Form attached as an Appendix will appear as Enrolled Affiliates in Microsoft's Volume Licensing Servicing Center ("VLSC"), Enrolled Affiliate acknowledges and agrees that it is the sole Enrolled Affiliate, and sole Licensee, with respect to each Tenant Enrollment, and Enrolled Affiliate will be solely responsible for each Tenant Enrollment's compliance with the terms and conditions of the Lead Enrollment and the associated Enterprise Agreement.

e. Price level under each Tenant Enrollment will be the same level that is reflected on the Product Selection Form and is based upon the aggregate of License and Software Assurance quantity of the Lead Enrollment and each Tenant Enrollment as described in the Product Selection Form or as described in other agreement documents.

f. The effective date, term, anniversary dates and payment dates for each Tenant Enrollment shall coincide with the Lead Enrollment identified above.

g. All Product Licenses that are not covered in the scope of the Online Services must be purchased under the Lead Enrollment, including Enterprise Products and Additional Products.

h. Enrolled Affiliate must submit an annual order (EAS Enrollments) or annual True Up order (EA Enrollments) for each Tenant Enrollment as per the terms of the Lead Enrollment and (if applicable) the submission of an Update Statement under each Tenant Enrollment. The initial order and all subsequent orders will be submitted separately for each respective Tenant Enrollment. For any included Affiliate that remains licensed with on-premise Licenses and does not require a separate Tenant Enrollment, orders must be placed under the Lead Enrollment.

i. Tenant Enrollment is exempt from the minimum order requirement in section 2.a of the Lead Enrollment.

j. If the Enrolled Affiliate is Transitioning Licenses (as contemplated in the Lead Enrollment), Licenses from which the Enrolled Affiliate is Transitioning will be reduced from the Lead Enrollment identified above and the Licenses to which the Enrolled Affiliate is Transitioning will be ordered under the specific Tenant Enrollment(s).

k. Each Tenant Enrollment may be managed separately in VLSC (or a successor site) by the individuals whose names and contact information are identified in Tenant Information Excel Form attached as an Appendix to the Amendment, or by other individuals to whom each Tenant Affiliate may delegate such management responsibilities, to the same extent as if such Tenant Affiliate had enrolled separately as an Enrolled Affiliate under the Enterprise Agreement pursuant to its own Enrollment.

l. Enrollment acceptance and order reminders will be sent to contact(s) identified on the Lead Enrollment only.

3. *Technical considerations for multi-Tenant deployment.*

Each Tenant Affiliate will be assigned a separate Tenant, provided that it complies with the terms and conditions of this Amendment.

Each Tenant Affiliate will manage its Tenant separately in the administrator console. This will permit and require each Tenant Affiliate to be managed and operated independently of the other.

Due to the independent nature of each Affiliate Tenant from the other, there will be a number of technical boundaries associated with managing or using the tenants together, including but not limited to those in the following list:

a. No ability to provide consolidated administrative reporting or control across Tenants, no automated ability to move users between Tenants. For example, if a user moves from one Tenant Affiliate to another, this will require Tenant Administrators to manually create new User accounts, download mail to PST files and import, and delete old user.

b. No consolidated Global Address List for all Tenants.

c. No ability for a single individual with the same Tenant Administrator login credentials to manage more than one Tenant. However, it is possible for a single person to have unique login credentials for each tenant as long as they track their own login credentials.

d. No ability to share domain names across Tenants, no ability to share SIP domains (each Tenant will have a separate Skype for Business Online SIP domain).

e. Separate Licenses required if users in one Tenant need to access SharePoint Online in another Tenant, no master SharePoint content index combining all Tenants (each Tenant's index will be restricted to that Tenant).

f. Additional on-premise configuration required for directory synchronization; some scenarios may not be possible. Affiliate is advised to consult with technical specialists prior to signing this Amendment to determine if their proposed configuration will work.

4. Contact Information for Tenant Enrollment

a. Primary Contact. For purposes of delineating enrollments, Tenant Enrollments will be delineated uniquely in the enrollment details to be displayed on VLSC with the following format "Tenant-Lead Enrollment number-Tenant Affiliate Name". This name must be provided in the Tenant Information Excel Form attached as an Appendix for this Amendment under Tenant Affiliate Name. The individual contact identified as Primary contact will be the same individual with the same physical address across all Tenant Enrollments as identified on the Lead Enrollment.

b. For each Tenant Enrollment, an Online Services Manager must be provided in the Tenant Information Excel Form attached as an Appendix to this Amendment.

c. Microsoft may, from time to time, contact the Online Services Manager regarding the Tenant(s).

d. Warning: If the Online service Manager Contact is a third party (not Enrolled Affiliate) please be aware that this contact receives personally identifiable information of the Customer and its Affiliates.

This Amendment must be attached to a signature form and accompanied by the *Tenant Information* – Excel Form to be valid. The Number of tenant(s) listed in the *Tenant Information* – Excel Form file is: 1.

Appendix

Tenant Information – Excel Form attached

Enterprise Enrollment
Special Ramped Pricing
Amendment M667

Microsoft is providing Enrolled Affiliate with one-time special ramped pricing for the Products listed in the table below only during the initial term of the Enrollment to help offset deployment and/or dual running costs and better align Enrolled Affiliate's investment with realized business value in those years. Accordingly, the parties agree that during the initial term of this Enrollment, Enrolled Affiliate may not reduce the stated Minimum Seat Quantity for any Product listed in the table below.
Enrolled Affiliate acknowledges that the terms, including the special ramped pricing, described herein are fixed for the initial term of this Enrollment and will not be subject to re-negotiation.

Microsoft is under no obligation to offer this or a similar concession upon renewal of the Enrollment.

SKU	Product	Minimum Seat Quantity
AAL-45735	M365 G5 GCC Sub Per User	183
AAL-48033	M365 G5 FSA Renewal GCC Sub Per User	346

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

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

Microsoft Internal Use Only:

(M130)EnrAmend(MultiTenantEnrollment)(WW)(ENG)(Sep2022).docx		M130	PLSS
(M667)EnrAmend(M365E5SpecialRampedPricing)(WW)(ENG)(Nov2022)(IU).docx		M667	B

Microsoft | Volume Licensing

Proposal ID	Enrollment Number
2735059.003	

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	11,476	11,476	1.0	User Licenses
Training PC Group 1	727	727	1.0	Device Licenses
Training PC Group 2	735	735	1.0	Device Licenses
Total	12,938	12,938		

Products	Enterprise Quantity	Training PC Group 1 Quantity	Training PC Group 2 Quantity
Office Professional Plus			
Office Professional Plus	-	727	-
Windows Desktop			
Windows Enterprise OS Upgrade	-	-	735
WIN G5 StepUp for use w/GCC	10,947	-	
Microsoft 365 Enterprise			
M365 G5 GCC	183	-	
M365 G3 GCC USL Unified	1,828	-	
M365 G3 GCC FromSA Unified Renewal	9,119	-	
M365 G5 GCC FromSA Renewal	346	-	

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	12203	11476	11476	12211

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D

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Microsoft | Volume Licensing

Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade,Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade.See Product Terms for details.

Note 3: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Microsoft | Volume Licensing

Discount Transparency Disclosure Form

Date:	11/12/2024
Program:	Enterprise 6
Enrollment Number:	Renewal
Quote Number:	2735059.003
Reseller Name:	Crayon Software Experts LLC
Reseller Address:	12221 Merit Drive
	Dallas, Texas, US, 75251-2202

Discount Details

For this enrollment, Microsoft provided the Customer's Partner a discount off of the Partner's Net Price. The Partner is required, by Microsoft, to pass on the discount to the Customer by reducing the Microsoft Product resale price by an amount equal to or greater than the discount.

Listed on this form is the maximum price the Partner may charge for the Microsoft Products to be ordered under this enrollment. The Maximum Resale Price (MRP) is calculated by subtracting the discount provided to the Partner, from the total estimated resale price for the Microsoft Products.

The requirement to pass through the discount does not mean that Microsoft is setting the Customer's actual price. Partners remain free to set the price charged for Microsoft Products at any point equal to or below MRP. The Customer's actual price will be established by a separate agreement between Customer and its Partner. Note that the MRP listed on this form does not include fees for non-Microsoft products, partner services or normal transaction costs. Normal transaction costs include taxes or other fees assessed by a local or federal government.

For Ordered Products

Currency	Maximum Resale Price
US Dollar	20,820,096.36

In this form, the following definitions apply:

"Customer" means the entity that may enter or has entered into a Contract with the Partner.

"Contract" means a binding agreement between the Partner and Affiliate, under which Customer orders Products from Partner.

"Microsoft" means (1) the entity that has entered into an agreement with Partner under which Partner may place orders for Microsoft Products for use by the Customer and (2) the affiliates of such entity, as appropriate.

"Maximum Resale Price" means the sum of the Estimated Resale Price for the Microsoft Products ordered under the Customer Contract minus the discount off of the Partner's Net Price provided by Microsoft listed in the currency in which the Partner or Partner's reseller transacts with Microsoft.

"Product" means all Microsoft Products identified in the Product Terms, such as all Software, Online Services, and other web-based services, including pre-release or beta version. Microsoft product availability may vary by region.

Partner:	Crayon Software Experts LLC
Customer:	Riverside County Information Technology
Signature of Customer's authorized representative:	
Printed name:	
Printed title:	
Date:	

SECTION 1 - Licenses and Software Assurance					
Ordered Product Pricing & Usage Year 1					
Product Description	Part Number	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Training PC Group 1					
Office Professional Plus ALng SA	269-05704	132.00	727	United States	95,964.00
Training PC Group 2					
Win Enterprise Device ALng SA	KV3-00368	59.00	735	United States	43,365.00
Additional Products					
Project Professional ALng LSA 1 Server CAL	H30-00237	544.00	37	United States	20,128.00
Project Professional ALng SA 1 Server CAL	H30-00238	253.00	224	United States	56,672.00
Project Standard ALng SA	076-01912	154.00	65	United States	10,010.00
Visio Professional ALng SA	D87-01159	132.00	694	United States	91,608.00
Visio Standard ALng SA	D86-01253	68.00	39	United States	2,652.00
Visual Studio Ent with GitHub ALng SA	QEJ-00003	1,287.00	66	United States	84,942.00
Visual Studio Pro with GitHub ALng SA	QEK-00003	369.00	38	United States	14,022.00
Azure DevOps Server ALng SA	125-00124	76.00	1	United States	76.00
Biztalk Svr Std ALng SA 2 Lic Core Lic	D75-01981	995.00	2	United States	1,990.00
SQL CAL ALng LSA User CAL	359-00960	106.00	5	United States	530.00
SQL CAL ALng SA User CAL	359-00961	46.00	115	United States	5,290.00
SQL Server Enterprise Core ALng SA 2L	7JQ-00343	2,968.00	85	United States	252,280.00
SQL Server Standard ALng SA	228-04433	194.00	5	United States	970.00
SQL Server Standard Core ALng SA 2L	7NQ-00292	774.00	81	United States	62,694.00
System Center DC Core ALng SA 2L	9EP-00208	59.00	1,016	United States	59,944.00
System Center Standard Core ALng SA 2L	9EN-00198	22.00	800	United States	17,600.00
Win Remote Desktop Services CAL ALng SA UCAL	6VC-01254	29.00	633	United States	18,357.00
Win Server DC Core ALng SA 2L	9EA-00278	152.00	795	United States	120,840.00
Win Server External Connector ALng SA	R39-00396	397.00	4	United States	1,588.00
Win Server Standard Core ALng SA 2L	9EM-00270	24.00	1,054	United States	25,296.00
Total Year 1 Maximum Price Licenses and Software Assurance					986,818.00
Ordered Product Pricing & Usage Year 2					
Product Description	Part Number	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Training PC Group 1					
Office Professional Plus ALng SA	269-05704	132.00	727	United States	95,964.00
Training PC Group 2					
Win Enterprise Device ALng SA	KV3-00368	59.00	735	United States	43,365.00
Additional Products					
Project Professional ALng LSA 1 Server CAL	H30-00237	544.00	37	United States	20,128.00

Product Description	Part Number	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Project Professional ALng SA 1 Server CAL	H30-00238	253.00	224	United States	56,672.00
Project Standard ALng SA	076-01912	154.00	65	United States	10,010.00
Visio Professional ALng SA	D87-01159	132.00	694	United States	91,608.00
Visio Standard ALng SA	D86-01253	68.00	39	United States	2,652.00
Visual Studio Ent with GitHub ALng SA	QEJ-00003	1,287.00	66	United States	84,942.00
Visual Studio Pro with GitHub ALng SA	QEK-00003	369.00	38	United States	14,022.00
Azure DevOps Server ALng SA	125-00124	76.00	1	United States	76.00
Biztalk Svr Std ALng SA 2 Lic Core Lic	D75-01981	995.00	2	United States	1,990.00
SQL CAL ALng LSA User CAL	359-00960	106.00	5	United States	530.00
SQL CAL ALng SA User CAL	359-00961	46.00	115	United States	5,290.00
SQL Server Enterprise Core ALng SA 2L	7JQ-00343	2,968.00	85	United States	252,280.00
SQL Server Standard ALng SA	228-04433	194.00	5	United States	970.00
SQL Server Standard Core ALng SA 2L	7NQ-00292	774.00	81	United States	62,694.00
System Center DC Core ALng SA 2L	9EP-00208	59.00	1,016	United States	59,944.00
System Center Standard Core ALng SA 2L	9EN-00198	22.00	800	United States	17,600.00
Win Remote Desktop Services CAL ALng SA UCAL	6VC-01254	29.00	633	United States	18,357.00
Win Server DC Core ALng SA 2L	9EA-00278	152.00	795	United States	120,840.00
Win Server External Connector ALng SA	R39-00396	397.00	4	United States	1,588.00
Win Server Standard Core ALng SA 2L	9EM-00270	24.00	1,054	United States	25,296.00
Total Year 2 Maximum Price Licenses and Software Assurance					986,818.00

Ordered Product Pricing & Usage Year 3					
Product Description	Part Number	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Training PC Group 1					
Office Professional Plus ALng SA	269-05704	132.00	727	United States	95,964.00
Training PC Group 2					
Win Enterprise Device ALng SA	KV3-00368	59.00	735	United States	43,365.00
Additional Products					
Project Professional ALng LSA 1 Server CAL	H30-00237	544.00	37	United States	20,128.00
Project Professional ALng SA 1 Server CAL	H30-00238	253.00	224	United States	56,672.00
Project Standard ALng SA	076-01912	154.00	65	United States	10,010.00
Visio Professional ALng SA	D87-01159	132.00	694	United States	91,608.00
Visio Standard ALng SA	D86-01253	68.00	39	United States	2,652.00
Visual Studio Ent with GitHub ALng SA	QEJ-00003	1,287.00	66	United States	84,942.00
Visual Studio Pro with GitHub ALng SA	QEK-00003	369.00	38	United States	14,022.00
Azure DevOps Server ALng SA	125-00124	76.00	1	United States	76.00
Biztalk Svr Std ALng SA 2 Lic Core Lic	D75-01981	995.00	2	United States	1,990.00

SQL CAL ALng LSA User CAL	359-00960	106.00	5	United States	530.00
SQL CAL ALng SA User CAL	359-00961	46.00	115	United States	5,290.00
SQL Server Enterprise Core ALng SA 2L	7JQ-00343	2,968.00	85	United States	252,280.00
SQL Server Standard ALng SA	228-04433	194.00	5	United States	970.00
SQL Server Standard Core ALng SA 2L	7NQ-00292	774.00	81	United States	62,694.00
System Center DC Core ALng SA 2L	9EP-00208	59.00	1,016	United States	59,944.00
System Center Standard Core ALng SA 2L	9EN-00198	22.00	800	United States	17,600.00
Win Remote Desktop Services CAL ALng SA UCAL	6VC-01254	29.00	633	United States	18,357.00
Win Server DC Core ALng SA 2L	9EA-00278	152.00	795	United States	120,840.00
Win Server External Connector ALng SA	R39-00396	397.00	4	United States	1,588.00
Win Server Standard Core ALng SA 2L	9EM-00270	24.00	1,054	United States	25,296.00
Total Year 3 Maximum Price Licenses and Software Assurance					986,818.00

SECTION 2 - Monthly Subscriptions								
Ordered Product Pricing & Usage Year 1								
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Enterprise									
Win G5 Step-up use with GCC Sub	TSP-00001	Adjustable	1/1/2025	Monthly	12	5.60	10,947	United States	735,638.40
M365 G3 Unified FSA Renewal GCC Sub Per User	AAD-34700	Adjustable	1/1/2025	Monthly	12	33.70	9,119	United States	3,687,723.60
M365 G3 Unified FUSL GCC Sub Per User	AAD-34704	Adjustable	1/1/2025	Monthly	12	39.60	1,828	United States	868,665.60
M365 G5 FSA Renewal GCC Sub Per User	AAL-48033	Adjustable	1/1/2025	Monthly	12	52.81	346	United States	219,267.12
M365 G5 GCC Sub Per User	AAL-45735	Adjustable	1/1/2025	Monthly	12	57.68	158	United States	109,361.28
Enterprise Tenant ID: RCIT Azure-COM									
M365 G5 GCC Sub Per User	AAL-45735	Adjustable	1/1/2025	Monthly	12	57.68	25	United States	17,304.00
Additional Products									
GitHub Enterprise Sub Per User	PEY-00002	Adjustable	1/1/2025	Monthly	12	19.70	65	United States	15,366.00
Visio P2 GCC Sub Per User	P3U-00001	Adjustable	1/1/2025	Monthly	12	14.10	70	United States	11,844.00
Win OLS Activation User GCC Sub Per User	VRM-00001	Adjustable	1/1/2025	Monthly	12	0.00	11,451	United States	0.00
Azure Monetary Commitment Provision	AAA-35418	Adjustable	1/1/2025	Monthly	12	0.00	1	United States	0.00
Defender Endpoint Server GCC Sub	7JI-00001	Adjustable	1/1/2025	Monthly	12	5.60	335	United States	22,512.00
Entra ID P1 Gov Sub Per User	MQM-00001	Adjustable	1/1/2025	Monthly	12	5.70	8	United States	547.20
Entra ID P2 Gov Sub Per User	MQN-00001	Adjustable	1/1/2025	Monthly	12	8.50	165	United States	16,830.00
Phone Resource Account GCC Sub Phone System Virtual User	RMU-00004	Adjustable	1/1/2025	Monthly	12	0.00	50	United States	0.00
Planner & Project P3 GCC Sub Per User	7MS-00001	Adjustable	1/1/2025	Monthly	12	28.10	42	United States	14,162.40
Power Apps Premium GCC Sub Per User	SEL-00001	Adjustable	1/1/2025	Monthly	12	22.00	20	United States	5,280.00
Power Automate Premium GCC Sub Per User	1O5-00001	Adjustable	1/1/2025	Monthly	12	16.50	19	United States	3,762.00
Power BI Premium P1 GCC Sub	HKL-00002	Adjustable	1/1/2025	Monthly	12	4,670.40	1	United States	56,044.80
Power BI Pro GCC Sub Per User	DDJ-00001	Adjustable	1/1/2025	Monthly	12	9.40	503	United States	56,738.40
Teams AC with Dial Out US/CA GCC Sub Add-on	NYH-00001	Adjustable	1/1/2025	Monthly	12	0.00	10,947	United States	0.00
Teams Premium Introductory Pricing GCC Sub Per User	WFK-00004	Adjustable	1/1/2025	Monthly	12	7.70	31	United States	2,864.40
Teams Rooms Pro GCC Sub Per Device	VA1-00001	Adjustable	1/1/2025	Monthly	12	44.00	178	United States	93,984.00
Visio P1 GCC Sub Per User	HWT-00001	Adjustable	1/1/2025	Monthly	12	4.70	3	United States	169.20
Additional Products Tenant ID: RCIT Azure-COM									
Win OLS Activation User GCC Sub Per User	VRM-00001	Adjustable	1/1/2025	Monthly	12	0.00	25	United States	0.00
Azure Monetary Commitment Provision	AAA-35418	Adjustable	1/1/2025	Monthly	12	0.00	1	United States	0.00
Entra ID P2 Gov Sub Per User	MQN-00001	Adjustable	1/1/2025	Monthly	12	8.50	1	United States	102.00
Total Year 1 Maximum Price Monthly Subscriptions									5,938,166.40

Ordered Product Pricing & Usage Year 2									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Enterprise									
Win G5 Step-up use with GCC Sub	TSP-00001	Adjustable	-	Monthly	12	5.60	10,947	United States	735,638.40
M365 G3 Unified FSA Renewal GCC Sub Per User	AAD-34700	Adjustable	-	Monthly	12	33.70	9,119	United States	3,687,723.60
M365 G3 Unified FUSL GCC Sub Per User	AAD-34704	Adjustable	-	Monthly	12	39.60	1,828	United States	868,665.60
M365 G5 FSA Renewal GCC Sub Per User	AAL-48033	Adjustable	-	Monthly	12	55.11	346	United States	228,816.72
M365 G5 GCC Sub Per User	AAL-45735	Adjustable	-	Monthly	12	60.19	158	United States	114,120.24
Enterprise Tenant ID: RCIT Azure-COM									
M365 G5 GCC Sub Per User	AAL-45735	Adjustable	-	Monthly	12	60.19	25	United States	18,057.00
Additional Products									
GitHub Enterprise Sub Per User	PEY-00002	Adjustable	-	Monthly	12	19.70	65	United States	15,366.00
Visio P2 GCC Sub Per User	P3U-00001	Adjustable	-	Monthly	12	14.10	70	United States	11,844.00
Win OLS Activation User GCC Sub Per User	VRM-00001	Adjustable	-	Monthly	12	0.00	11,451	United States	0.00
Azure Monetary Commitment Provision	AAA-35418	Adjustable	-	Monthly	12	0.00	1	United States	0.00
Defender Endpoint Server GCC Sub	7JI-00001	Adjustable	-	Monthly	12	5.60	335	United States	22,512.00
Entra ID P1 Gov Sub Per User	MQM-00001	Adjustable	-	Monthly	12	5.70	8	United States	547.20
Entra ID P2 Gov Sub Per User	MQN-00001	Adjustable	-	Monthly	12	8.50	165	United States	16,830.00
Phone Resource Account GCC Sub Phone System Virtual User	RMU-00004	Adjustable	-	Monthly	12	0.00	50	United States	0.00
Planner & Project P3 GCC Sub Per User	7MS-00001	Adjustable	-	Monthly	12	28.10	42	United States	14,162.40
Power Apps Premium GCC Sub Per User	SFL-00001	Adjustable	-	Monthly	12	22.00	20	United States	5,280.00
Power Automate Premium GCC Sub Per User	1O5-00001	Adjustable	-	Monthly	12	16.50	19	United States	3,762.00
Power BI Premium P1 GCC Sub	HKL-00002	Adjustable	-	Monthly	12	4,670.40	1	United States	56,044.80
Power BI Pro GCC Sub Per User	DDJ-00001	Adjustable	-	Monthly	12	9.40	503	United States	56,738.40
Teams AC with Dial Out US/CA GCC Sub Add-on	NYH-00001	Adjustable	-	Monthly	12	0.00	10,947	United States	0.00
Teams Premium Introductory Pricing GCC Sub Per User	WFK-00004	Adjustable	-	Monthly	12	7.70	31	United States	2,864.40
Teams Rooms Pro GCC Sub Per Device	VA1-00001	Adjustable	-	Monthly	12	44.00	178	United States	93,984.00
Visio P1 GCC Sub Per User	HWT-00001	Adjustable	-	Monthly	12	4.70	3	United States	169.20
Additional Products Tenant ID: RCIT Azure-COM									
Win OLS Activation User GCC Sub Per User	VRM-00001	Adjustable	-	Monthly	12	0.00	25	United States	0.00
Azure Monetary Commitment Provision	AAA-35418	Adjustable	-	Monthly	12	0.00	1	United States	0.00
Entra ID P2 Gov Sub Per User	MQN-00001	Adjustable	-	Monthly	12	8.50	1	United States	102.00
Total Year 2 Maximum Price Monthly Subscriptions									5,953,227.96

Ordered Product Pricing & Usage Year 3									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Enterprise									

Crayon Group - **Internal Only**

Product	SKU			Billing	Term	Unit Price	Quantity	Country	Extended Price
Win G5 Step-up use with GCC Sub	TSP-00001	Adjustable	-	Monthly	12	5.60	10,947	United States	735,638.40
M365 G3 Unified FSA Renewal GCC Sub Per User	AAD-34700	Adjustable	-	Monthly	12	33.70	9,119	United States	3,687,723.60
M365 G3 Unified FUSL GCC Sub Per User	AAD-34704	Adjustable	-	Monthly	12	39.60	1,828	United States	868,665.60
M365 G5 FSA Renewal GCC Sub Per User	AAL-48033	Adjustable	-	Monthly	12	57.40	346	United States	238,324.80
M365 G5 GCC Sub Per User	AAL-45735	Adjustable	-	Monthly	12	62.70	158	United States	118,879.20
Enterprise Tenant ID: RCIT Azure-COM									
M365 G5 GCC Sub Per User	AAL-45735	Adjustable	-	Monthly	12	62.70	25	United States	18,810.00
Additional Products									
GitHub Enterprise Sub Per User	PEY-00002	Adjustable	-	Monthly	12	19.70	65	United States	15,366.00
Visio P2 GCC Sub Per User	P3U-00001	Adjustable	-	Monthly	12	14.10	70	United States	11,844.00
Win OLS Activation User GCC Sub Per User	VRM-00001	Adjustable	-	Monthly	12	0.00	11,451	United States	0.00
Azure Monetary Commitment Provision	AAA-35418	Adjustable	-	Monthly	12	0.00	1	United States	0.00
Defender Endpoint Server GCC Sub	7JI-00001	Adjustable	-	Monthly	12	5.60	335	United States	22,512.00
Entra ID P1 Gov Sub Per User	MQM-00001	Adjustable	-	Monthly	12	5.70	8	United States	547.20
Entra ID P2 Gov Sub Per User	MQN-00001	Adjustable	-	Monthly	12	8.50	165	United States	16,830.00
Phone Resource Account GCC Sub Phone System Virtual User	RMU-00004	Adjustable	-	Monthly	12	0.00	50	United States	0.00
Planner & Project P3 GCC Sub Per User	7MS-00001	Adjustable	-	Monthly	12	28.10	42	United States	14,162.40
Power Apps Premium GCC Sub Per User	SEL-00001	Adjustable	-	Monthly	12	22.00	20	United States	5,280.00
Power Automate Premium GCC Sub Per User	1O5-00001	Adjustable	-	Monthly	12	16.50	19	United States	3,762.00
Power BI Premium P1 GCC Sub	HKL-00002	Adjustable	-	Monthly	12	4,670.40	1	United States	56,044.80
Power BI Pro GCC Sub Per User	DDJ-00001	Adjustable	-	Monthly	12	9.40	503	United States	56,738.40
Teams AC with Dial Out US/CA GCC Sub Add-on	NYH-00001	Adjustable	-	Monthly	12	0.00	10,947	United States	0.00
Teams Premium Introductory Pricing GCC Sub Per User	WFK-00004	Adjustable	-	Monthly	12	7.70	31	United States	2,864.40
Teams Rooms Pro GCC Sub Per Device	VA1-00001	Adjustable	-	Monthly	12	44.00	178	United States	93,984.00
Visio P1 GCC Sub Per User	HWT-00001	Adjustable	-	Monthly	12	4.70	3	United States	169.20
Additional Products Tenant ID: RCIT Azure-COM									
Win OLS Activation User GCC Sub Per User	VRM-00001	Adjustable	-	Monthly	12	0.00	25	United States	0.00
Azure Monetary Commitment Provision	AAA-35418	Adjustable	-	Monthly	12	0.00	1	United States	0.00
Entra ID P2 Gov Sub Per User	MQN-00001	Adjustable	-	Monthly	12	8.50	1	United States	102.00
Total Year 3 Maximum Price Monthly Subscriptions									5,968,248.00

Future Pricing					
Enterprise Products					
Product Description	**Part Number**	**Pricing Information**			
		Max True Up Price (USD)			
True-Ups - Training PC Group 1 Products		Year 1	Year 2	Year 3	
Office Professional Plus ALng LSA	269-05623	702.00	584.00	466.00	
		Max True Up Price (USD)			
True-Ups - Training PC Group 2 Products		Year 1	Year 2	Year 3	
Win Enterprise Device ALng Upgrade SA	KV3-00381	222.00	180.00	138.00	
Enterprise Online Services					
Product Description	**Part Number**	Max Price(USD) / Month			
Future Monthly - Enterprise Online Services					
Win G5 Step-up use with GCC Sub	TSP-00001	5.60			
M365 G3 Unified FUSL GCC Sub Per User	AAD-34704	39.60			
M365 G5 GCC Sub Per User	AAL-45735	62.70			
Additional Products					
Product Description	**Part Number**	**Pricing Information**			
		Max True Up Price (USD)			
True-Ups		Year 1	Year 2	Year 3	
Project Professional ALng LSA 1 Server CAL	H30-00237	1,506.00	1,252.00	998.00	
Project Standard ALng LSA	076-01776	915.00	762.00	608.00	
Visio Professional ALng LSA	D87-01057	786.00	654.00	522.00	
Visio Standard ALng LSA	D86-01175	405.00	336.00	268.00	
Visual Studio Ent with GitHub ALng LSA	QEJ-00001	7,656.00	6,368.00	5,080.00	
Visual Studio Pro with GitHub ALng LSA	QFK-00001	1,080.00	710.00	341.00	
Azure DevOps Server ALng LSA	125-00110	495.00	418.00	342.00	
Biztalk Svr Std ALng LSA 2 Lic Core Lic	D75-01979	6,468.00	5,472.00	4,477.00	
SQL CAL ALng LSA User CAL	359-00960	294.00	250.00	204.00	
SQL Server Enterprise Core ALng LSA 2L	7JQ-00341	19,290.00	16,322.00	13,354.00	
SQL Server Standard ALng LSA	228-04437	1,260.00	1,066.00	873.00	
SQL Server Standard Core ALng LSA 2L	7NQ-00302	5,031.00	4,258.00	3,483.00	
System Center DC Core ALng LSA 2L	9EP-00037	384.00	326.00	266.00	
System Center Standard Core ALng LSA 2L	9EN-00494	141.00	120.00	98.00	
Win Remote Desktop Services CAL ALng LSA UCAL	6VC-01252	186.00	158.00	129.00	
Win Server DC Core ALng LSA 2L	9EA-00039	984.00	832.00	680.00	
Win Server External Connector ALng LSA	R39-00374	2,577.00	2,180.00	1,783.00	
Win Server Standard Core ALng LSA 2L	9EM-00562	156.00	130.00	107.00	
Additional Online Products					
Product Description	**Part Number**	**Pricing Information**			
Online Services		Max Price (USD)/ Month			
GitHub Enterprise Sub Per User	PEY-00002	19.70			
Visio P2 GCC Sub Per User	P3U-00001	14.10			
Win OLS Activation User GCC Sub Per User	VRM-00001	0.00			
Defender Endpoint Server GCC Sub	7JI-00001	5.60			
Entra ID P1 Gov Sub Per User	MQM-00001	5.70			
Entra ID P2 Gov Sub Per User	MQN-00001	8.50			

Phone Resource Account GCC Sub Phone System Virtual User	RMU-00004	0.00
Planner & Project P3 GCC Sub Per User	7MS-00001	28.10
Power Apps Premium GCC Sub Per User	SEL-00001	22.00
Power Automate Premium GCC Sub Per User	1OS-00001	16.50
Power BI Premium P1 GCC Sub	HKL-00002	4,670.40
Power BI Pro GCC Sub Per User	DDJ-00001	9.40
Teams AC with Dial Out US/CA GCC Sub Add-on	NYH-00001	0.00
Teams Premium Introductory Pricing GCC Sub Per User	WFK-00004	7.70
Teams Rooms Pro GCC Sub Per Device	VA1-00001	44.00
Visio P1 GCC Sub Per User	HWT-00001	4.70

Microsoft | Volume Licensing

Discount Transparency Disclosure Form

Date:	10/31/2024
Program:	Enterprise 6
Enrollment Number:	Renewal
Quote Number:	2729548.002
Reseller Name:	Crayon Software Experts LLC
Reseller Address:	12221 Merit Drive Dallas, Texas, US, 75251-2202

Discount Details

For this enrollment, Microsoft provided the Customer's Partner a discount off of the Partner's Net Price. The Partner is required, by Microsoft, to pass on the discount to the Customer by reducing the Microsoft Product resale price by an amount equal to or greater than the discount.

Listed on this form is the maximum price the Partner may charge for the Microsoft Products to be ordered under this enrollment. The Maximum Resale Price (MRP) is calculated by subtracting the discount provided to the Partner, from the total estimated resale price for the Microsoft Products.

The requirement to pass through the discount does not mean that Microsoft is setting the Customer's actual price. Partners remain free to set the price charged for Microsoft Products at any point equal to or below MRP. The Customer's actual price will be established by a separate agreement between Customer and its Partner. Note that the MRP listed on this form does not include fees for non-Microsoft products, partner services or normal transaction costs. Normal transaction costs include taxes or other fees assessed by a local or federal government.

For Ordered Products

Currency	Maximum Resale Price
US Dollar	2,439,426.48

In this form, the following definitions apply:

"Customer" means the entity that may enter or has entered into a Contract with the Partner.

"Contract" means a binding agreement between the Partner and Affiliate, under which Customer orders Products from Partner.

"Microsoft" means (1) the entity that has entered into an agreement with Partner under which Partner may place orders for Microsoft Products for use by the Customer and (2) the affiliates of such entity, as appropriate.

"Maximum Resale Price" means the sum of the Estimated Resale Price for the Microsoft Products ordered under the Customer Contract minus the discount off of the Partner's Net Price provided by Microsoft listed in the currency in which the Partner or Partner's reseller transacts with Microsoft.

"Product" means all Microsoft Products identified in the Product Terms, such as all Software, Online Services, and other web-based services, including pre-release or beta version. Microsoft product availability may vary by region.

Partner:	Crayon Software Experts LLC
Customer:	Riverside County District Attorney
Signature of Customer's authorized representative:	
Printed name:	
Printed title:	
Date:	

SECTION 1 - Licenses and Software Assurance

Ordered Product Pricing & Usage Year 1

Product Description	Part Number	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Industry Device					
Win Enterprise Device ALng SA	KV3-00368	59.00	40	United States	2,360.00
Additional Products					
Project Standard ALng SA	076-01912	154.00	3	United States	462.00
Visio Professional ALng SA	D87-01159	132.00	3	United States	396.00
Visual Studio Pro with GitHub ALng SA	QEK-00003	369.00	4	United States	1,476.00
CIS Suite Datacenter Core ALng SA 2L	9GS-00135	200.00	96	United States	19,200.00
CIS Suite Standard Core ALng SA 2L	9GA-00313	43.00	124	United States	5,332.00
SQL CAL ALng SA User CAL	359-00961	46.00	730	United States	33,580.00
SQL Server Standard ALng SA	228-04433	194.00	13	United States	2,522.00
Win Remote Desktop Services CAL ALng SA UCAL	6VC-01254	29.00	75	United States	2,175.00
Win Server Standard Core ALng SA 2L	9EM-00270	24.00	56	United States	1,344.00
Total Year 1 Maximum Price Licenses and Software Assurance					**68,847.00**

Ordered Product Pricing & Usage Year 2

Product Description	Part Number	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Industry Device					
Win Enterprise Device ALng SA	KV3-00368	59.00	40	United States	2,360.00
Additional Products					
Project Standard ALng SA	076-01912	154.00	3	United States	462.00
Visio Professional ALng SA	D87-01159	132.00	3	United States	396.00
Visual Studio Pro with GitHub ALng SA	QEK-00003	369.00	4	United States	1,476.00
CIS Suite Datacenter Core ALng SA 2L	9GS-00135	200.00	96	United States	19,200.00
CIS Suite Standard Core ALng SA 2L	9GA-00313	43.00	124	United States	5,332.00
SQL CAL ALng SA User CAL	359-00961	46.00	730	United States	33,580.00
SQL Server Standard ALng SA	228-04433	194.00	13	United States	2,522.00
Win Remote Desktop Services CAL ALng SA UCAL	6VC-01254	29.00	75	United States	2,175.00
Win Server Standard Core ALng SA 2L	9EM-00270	24.00	56	United States	1,344.00
Total Year 2 Maximum Price Licenses and Software Assurance					**68,847.00**

		Ordered Product Pricing & Usage Year 3			
Product Description	Part Number	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Industry Device					
Win Enterprise Device ALng SA	KV3-00368	59.00	40	United States	2,360.00
Additional Products					
Project Standard ALng SA	076-01912	154.00	3	United States	462.00
Visio Professional ALng SA	D87-01159	132.00	3	United States	396.00
Visual Studio Pro with GitHub ALng SA	QEK-00003	369.00	4	United States	1,476.00
CIS Suite Datacenter Core ALng SA 2L	9GS-00135	200.00	96	United States	19,200.00
CIS Suite Standard Core ALng SA 2L	9GA-00313	43.00	124	United States	5,332.00
SQL CAL ALng SA User CAL	359-00961	46.00	730	United States	33,580.00
SQL Server Standard ALng SA	228-04433	194.00	13	United States	2,522.00
Win Remote Desktop Services CAL ALng SA UCAL	6VC-01254	29.00	75	United States	2,175.00
Win Server Standard Core ALng SA 2L	9EM-00270	24.00	56	United States	1,344.00
Total Year 3 Maximum Price Licenses and Software Assurance					68,847.00

Ordered Product Pricing & Usage Year 1

Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Enterprise									
M365 G5 FSA Renewal GCC Sub Per User	AAL-48033	Adjustable	1/1/2025	Monthly	12	52.81	730	United States	462,615.60
M365 G5 GCC Sub Per User	AAL-45735	Adjustable	1/1/2025	Monthly	12	57.68	317	United States	219,414.72
Additional Products									
Win OLS Activation User GCC Sub Per User	VRM-00001	Adjustable	1/1/2025	Monthly	12	0.00	1,047	United States	0.00
Azure prepayment - US Gov	J5U-00001	Adjustable	1/1/2025	Monthly	12	125.00	5	United States	7,500.00
Power Automate Premium GCC Sub Per User	1OS-00001	Adjustable	1/1/2025	Monthly	12	16.50	3	United States	594.00
Teams Rooms Pro GCC Sub Per Device	VA1-00001	Adjustable	1/1/2025	Monthly	12	44.00	18	United States	9,504.00
Additional Products Tenant ID: Azure Com									
Azure prepayment	6QK-00001	Adjustable	1/1/2025	Monthly	12	125.00	10	United States	15,000.00
Total Year 1 Maximum Price Monthly Subscriptions									**714,628.32**

Ordered Product Pricing & Usage Year 2

Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Enterprise									
M365 G5 FSA Renewal GCC Sub Per User	AAL-48033	Adjustable	-	Monthly	12	55.11	730	United States	482,763.60
M365 G5 GCC Sub Per User	AAL-45735	Adjustable	-	Monthly	12	60.19	317	United States	228,962.76
Additional Products									
Win OLS Activation User GCC Sub Per User	VRM-00001	Adjustable	-	Monthly	12	0.00	1,047	United States	0.00
Azure prepayment - US Gov	J5U-00001	Adjustable	-	Monthly	12	125.00	5	United States	7,500.00
Power Automate Premium GCC Sub Per User	1OS-00001	Adjustable	-	Monthly	12	16.50	3	United States	594.00
Teams Rooms Pro GCC Sub Per Device	VA1-00001	Adjustable	-	Monthly	12	44.00	18	United States	9,504.00
Additional Products Tenant ID: Azure Com									
Azure prepayment	6QK-00001	Adjustable	-	Monthly	12	125.00	10	United States	15,000.00
Total Year 2 Maximum Price Monthly Subscriptions									**744,324.36**

Ordered Product Pricing & Usage Year 3									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Enterprise									
M365 G5 FSA Renewal GCC Sub Per User	AAL-48033	Adjustable	-	Monthly	12	57.40	730	United States	502,824.00
M365 G5 GCC Sub Per User	AAL-45735	Adjustable	-	Monthly	12	62.70	317	United States	238,510.80
Additional Products									
Win OLS Activation User GCC Sub Per User	VRM-00001	Adjustable	-	Monthly	12	0.00	1,047	United States	0.00
Azure prepayment - US Gov	J5U-00001	Adjustable	-	Monthly	12	125.00	5	United States	7,500.00
Power Automate Premium GCC Sub Per User	105-00001	Adjustable	-	Monthly	12	16.50	3	United States	594.00
Teams Rooms Pro GCC Sub Per Device	VA1-00001	Adjustable	-	Monthly	12	44.00	18	United States	9,504.00
Additional Products Tenant ID: Azure Com									
Azure prepayment	6QK-00001	Adjustable	-	Monthly	12	125.00	10	United States	15,000.00
Total Year 3 Maximum Price Monthly Subscriptions									773,932.80

Future Pricing

Enterprise Products

Product Description	Part Number	Pricing Information		
		Max True Up Price (USD)		
True-Ups – Industry Device Products		Year 1	Year 2	Year 3
Win Enterprise Device ALng Upgrade SA	KV3-00381	222.00	180.00	138.00

Enterprise Online Services

Product Description	Part Number	Max Price(USD) / Month
Suggested Industry Device Products		
Win E3 ALng Sub Per User	AAA-10787	6.20
Win E3 AO Win Enterprise Device ALng Sub	AAA-10744	1.40
Future Monthly - Enterprise Online Services		
M365 G5 GCC Sub Per User	AAL-45735	62.70

Additional Products

Product Description	Part Number	Pricing Information		
		Max True Up Price (USD)		
True-Ups		Year 1	Year 2	Year 3
Project Standard ALng LSA	076-01776	915.00	762.00	608.00
Visio Professional ALng LSA	D87-01057	786.00	654.00	522.00
Visual Studio Pro with GitHub ALng LSA	QEK-00001	1,080.00	710.00	341.00
CIS Suite Datacenter Core ALng LSA 2L	9GS-00495	1,299.00	1,098.00	899.00
CIS Suite Standard Core ALng LSA 2L	9GA-00006	282.00	238.00	194.00
SQL CAL ALng LSA User CAL	359-00960	294.00	250.00	204.00
SQL Server Standard ALng LSA	228-04437	1,260.00	1,066.00	873.00
Win Remote Desktop Services CAL ALng LSA UCAL	6VC-01252	186.00	158.00	129.00
Win Server Standard Core ALng LSA 2L	9EM-00562	156.00	130.00	107.00
		Max True Up Price (USD)		
Step-Ups		Year 1	Year 2	Year 3
Project Professional ALng SASU Project Standard 1 Server CAL	H30-00910	589.00	490.00	391.00
Visual Studio Ent with GitHub ALng SASU Visual Studio Pro w/GH Ent	QEJ-00004	6,576.00	5,658.00	4,740.00
CIS Suite Datacenter Core ALng SASU 2L CIS Std Core	9GS-00136	1,018.00	861.00	705.00
Win Server DC Core ALng SASU 2L Win Server Std	9EA-00279	829.00	702.00	574.00
		Max True Up Price (USD)		
Higher Editions		Year 1	Year 2	Year 3
Project Professional ALng LSA 1 Server CAL	H30-00237	1,506.00	1,252.00	998.00
Visual Studio Ent with GitHub ALng LSA	QEJ-00001	7,656.00	6,368.00	5,080.00
Win Server DC Core ALng LSA 2L	9EA-00039	984.00	832.00	680.00

Additional Online Products

Product Description	Part Number	Pricing Information
Online Services		Max Price (USD)/ Month
Win OLS Activation User GCC Sub Per User	VRM-00001	0.00
Power Automate Premium GCC Sub Per User	105-00001	16.50
Teams Rooms Pro GCC Sub Per Device	VA1-00001	44.00

Amendment to Contract Documents

Enrollment Number [   ]

MB103024RCDA

These amendments are entered into between the parties identified on the attached program signature form. They amend the Enrollment or Agreement identified above. All terms used but not defined in these amendments will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment
Special Ramped Pricing
Amendment M667

Microsoft is providing Enrolled Affiliate with one-time special ramped pricing for the Products listed in the table below only during the initial term of the Enrollment to help offset deployment and/or dual running costs and better align Enrolled Affiliate's investment with realized business value in those years. Accordingly, the parties agree that during the initial term of this Enrollment, Enrolled Affiliate may not reduce the stated Minimum Seat Quantity for any Product listed in the table below.
Enrolled Affiliate acknowledges that the terms, including the special ramped pricing, described herein are fixed for the initial term of this Enrollment and will not be subject to re-negotiation.

Microsoft is under no obligation to offer this or a similar concession upon renewal of the Enrollment.

SKU	Product	Minimum Seat Quantity
AAL-48033	M365 G5 FSA Renewal GCC Sub Per User	730
AAL-45735	M365 G5 GCC Sub Per User	317

Enterprise Enrollment
Multiple Azure Billing Tenants Under a Single Enrollment
Amendment ID M423

1. Definitions.

"Azure Billing Tenant" means the environment established by Microsoft on its multi-tenant servers from which a customer accesses Microsoft Azure Services.

"Lead Enrollment" means the Enrollment identified above.

"Billing Tenant Enrollment" means the enrollment associated with an Azure Billing Tenant established for a Tenant Affiliate under this Amendment.

"Tenant Administrator" means any licensed user of an Azure Billing Tenant that has its role set to "Global Administrator" in the profile settings in the Tenant User Administration page of the tenant portal.

"Tenant Affiliate" means an Affiliate, department, or any user group included in the Enrolled Affiliate's Enterprise who will access the Azure Billing Tenant that is identified in the Tenant Information Excel Form attached as an Appendix to this Amendment.

2. The parties agree to the following Billing Tenant Enrollment Terms as follows:

a. **Tenant Affiliate Access and Enrolled Affiliate Obligations.** Each Tenant Affiliate may access each Azure Billing Tenant and its corresponding Billing Tenant Enrollment identified in the Tenant Information Excel Form attached as an Appendix to this Amendment. Enrolled Affiliate acknowledges and agrees that: (i) it is the sole Enrolled Affiliate; (ii) it is the sole Licensee with respect to each Billing Tenant Enrollment; and, (iii) it is solely responsible for ensuring that each of its Tenant Affiliate's comply with the terms and conditions set forth in the Lead Enrollment and any subsequent amendment hereof.

b. **Tenant Administrator User Credentials.** Each Tenant Administrator must have its own, unique, login credential and shall manage each Azure Billing Tenant separately. No two Azure Billing Tenants may share one Tenant Administrator login credential or data object(s).

c. **Azure Prepayment.** Each Tenant Affiliate can purchase an Azure Prepayment; however, the allocated funds for such commitment cannot be transferred between Azure Billing Tenants and Tenant Affiliates.

d. **Purchasing**

    (i) Purchase eligibility. Billing Tenant Enrollments may only be used to purchase Microsoft Azure Services and Microsoft Azure Services Plans.

    (ii) Pricing. The price for Microsoft Azure Services and Microsoft Azure Services Plans purchased under a Billing Tenant Enrollment will be based on the pricelist current as of the Billing Tenant Enrollment Effective Date. Any price adjustment to a Billing Tenant Enrollment will be applicable only to that Billing Tenant Enrollment.

    (iii) Initial Order. Each Billing Tenant Enrollment must include an initial order.

    (iv) Billing Tenant Enrollment Effective Date. The effective date of a Billing Tenant Enrollment will be the processing date of the Initial order.

e. **Orders.** Enrolled Affiliate must submit separate orders, on behalf of each Billing Tenant Enrollment. Orders shall be governed by the terms set forth in the Lead Enrollment, except as

specified in this Amendment. Orders are not transferrable between Billing Tenant Enrollments. Billing Tenant Enrollment acceptance and order reminders will be sent to the contact(s) identified on the Lead Enrollment only.

f. **Notices Contact and Online Services Manager.** Each Billing Tenant Enrollment, shall have its own Notices Contact and Online Services Manager as listed in the Tenant Information Excel Form attached as an Appendix to this Amendment. The Notices Contact and Online Services Manager is authorized to manage the Microsoft Azure Services obtained under the related Billing Tenant Enrollment.

g. The expiration date, anniversary dates, payment dates and applicable taxes for each Billing Tenant Enrollment shall be the same as in the Lead Enrollment.

h. Warning: If the Online service Manager Contact is third party (not Enrolled Affiliate) please be aware that this contact receives personally identifiable information of the Customer and it Affiliates.

This Amendment must be attached to a signature form and accompanies by the Tenant Information Excel Form to be valid. The Number of Tenant (s) listed in the Tenant Information Excel form file is:1

Appendix Tenant Information Excel Form is attached

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

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

Microsoft Internal Use Only:

(M667)EnrAmend(M365E5SpecialRampedPricing)(WW)(ENG)(Nov2022)(IU).docx		M667	B
(M423)EnrMultiTenant(MultipleAzureBillingTenantsUnderASingleEnrollment)(WW)(ENG)(Mar2022)(IU).docx		M423	PLSS

Microsoft

Volume Licensing

Program Signature Form

MBA/MBSA number		7-3BIPLMO3KH
Agreement number	8084445	

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
Enterprise Enrollment (Indirect)	X20-10636
Enterprise Amendment	M667 (New)
Discount Transparency Disclosure Form	2732294.003_DTDF
Product Selection Form	2732294.003_PSF

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)* Riverside University Health System
Signature*
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

* indicates required field

FORM APPROVED COUNTY COUNSEL
BY: _____ 11-18-2024
PAULA S. SALCIDO   DATE

Microsoft Affiliate
Microsoft Corporation

Signature *Denisee Martinez Martinez*

Printed First and Last Name	Denisee Martinez Martinez
Printed Title	Microsoft Authorized Signatory
Signature Date (date Microsoft Affiliate countersigns)	Nov-15-2024

Agreement Effective Date

(may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

Outsourcer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

If Customer requires 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
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Enterprise Enrollment

State and Local

 Microsoft

Enterprise Enrollment number *(Microsoft to complete)*	62871104
Previous Enrollment number *(Reseller to complete)*	67838288

Framework ID *(if applicable)*	

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (6) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1.   Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2.   Order requirements.

a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

   (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

   (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. **Adding Products.**

   (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. *Pricing.*

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. **Setting Prices.** Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. *Payment terms.*

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. *End of Enrollment term and termination.*

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. **If Enrolled Affiliate elects not to renew.**

   (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

   (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

   1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

   2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.

   (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. *Government Community Cloud.*

a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

   (i) Government Community Cloud Services will be offered only within the United States.

   (ii) Additional European Terms, as set forth in the Use Rights, will not apply.

   (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. *Enrolled Affiliate's Enterprise.*

Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and the following Affiliate(s):

Unless specifically identified above, all Affiliates of Customer, either existing at the execution of this Enrollment or created or acquired after the execution of this Enrollment, will be excluded from the Enterprise. To request that an additional Affiliate be included in Customer's Enterprise, Customer must identify an Affiliate to Microsoft in writing and provide any required documentation. Microsoft will reasonably review requests under this paragraph and may approve the inclusion of an Affiliate in Customer's Enterprise in its sole discretion.

2. *Contact information.*

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

     a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

     Name of entity (must be legal entity name)* Riverside University Health System
     Contact name: First* Matthew **Middle** **Last*** Mason
     Contact email address* m.mason@ruhealth.org
     Street address* 14375 Nason St. Suite 203
     City* Moreno Valley
     State* CA
     Postal code* 92555-4729 -
     (Please provide the zip + 4, e.g. xxxxx-xxxx)
     Country* United States
     Phone* 951-486-6546
     Tax ID
     * indicates required fields

     b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

     ☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name: First* Matthew **Middle** **Last*** Mason
Contact email address* m.mason@ruhealth.org
Street address* 14375 Nason St. Suite 203
City* Moreno Valley
State* CA
Postal code* 92555-4729 -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 951-486-6546
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
* indicates required fields

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Matthew **Middle** **Last*** Mason
Contact email address* m.mason@ruhealth.org
Phone* 951-486-6546
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
* indicates required fields

d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Crayon Software Experts LLC
Street address (PO boxes will not be accepted)* 12221 Merit Drive Suite 800
City* Dallas
State* TX
Postal code* 75251-1313
Country* United States
Contact name* Crayon US OPS TEAM
Phone* 469-329-0290
Contact email address* license.us@crayon.com
* indicates required fields

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature*	⟿
Printed name*	Greg Landry
Printed title*	Sr Contracts Manager
Date*	11/7/2024

* indicates required fields

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

    (i) Additional notices contact
    (ii) Software Assurance manager
    (iii) Subscriptions manager
    (iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Previous Enrollment(s)/Agreement(s) Form

Entity Name: Riverside University Health System
Contract that this form is attached to: State Local Government

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

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

   a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.

   b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.

   c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.

   d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).

   e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	67838288	X	X

Amendment to Contract Documents

Enrollment Number [   ]

[7-3BIPLMO3KH]

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.

Enterprise Enrollment
Special Ramped Pricing
Amendment M667

Microsoft is providing Enrolled Affiliate with one-time special ramped pricing for the Products listed in the table below only during the initial term of the Enrollment to help offset deployment and/or dual running costs and better align Enrolled Affiliate's investment with realized business value in those years. Accordingly, the parties agree that during the initial term of this Enrollment, Enrolled Affiliate may not reduce the stated Minimum Seat Quantity for any Product listed in the table below.
Enrolled Affiliate acknowledges that the terms, including the special ramped pricing, described herein are fixed for the initial term of this Enrollment and will not be subject to re-negotiation.

Microsoft is under no obligation to offer this or a similar concession upon renewal of the Enrollment.

SKU	Product	Minimum Seat Quantity
AAL-45735	M365 G5 GCC Sub Per User	100

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.

Microsoft Internal Use Only:

(M667)EnrAmend(M365E5SpecialRampedPricing)(WW)(ENG)(Nov2022)(IU).docx		M667	B

Microsoft | Volume Licensing

Discount Transparency Disclosure Form

Date:	11/7/2024
Program:	Enterprise 6
Enrollment Number:	Renewal
Quote Number:	2732294.003
Reseller Name:	Crayon Software Experts LLC
Reseller Address:	12221 Merit Drive Dallas, Texas, US, 75251-2202

Discount Details

For this enrollment, Microsoft provided the Customer's Partner a discount off of the Partner's Net Price. The Partner is required, by Microsoft, to pass on the discount to the Customer by reducing the Microsoft Product resale price by an amount equal to or greater than the discount.

Listed on this form is the maximum price the Partner may charge for the Microsoft Products to be ordered under this enrollment. The Maximum Resale Price (MRP) is calculated by subtracting the discount provided to the Partner, from the total estimated resale price for the Microsoft Products.

The requirement to pass through the discount does not mean that Microsoft is setting the Customer's actual price. Partners remain free to set the price charged for Microsoft Products at any point equal to or below MRP. The Customer's actual price will be established by a separate agreement between Customer and its Partner. Note that the MRP listed on this form does not include fees for non-Microsoft products, partner services or normal transaction costs. Normal transaction costs include taxes or other fees assessed by a local or federal government.

For Ordered Products

Currency	Maximum Resale Price
US Dollar	20,826,403.80

In this form, the following definitions apply:

"Customer" means the entity that may enter or has entered into a Contract with the Partner.

"Contract" means a binding agreement between the Partner and Affiliate, under which Customer orders Products from Partner.

"Microsoft" means (1) the entity that has entered into an agreement with Partner under which Partner may place orders for Microsoft Products for use by the Customer and (2) the affiliates of such entity, as appropriate.

"Maximum Resale Price" means the sum of the Estimated Resale Price for the Microsoft Products ordered under the Customer Contract minus the discount off of the Partner's Net Price provided by Microsoft listed in the currency in which the Partner or Partner's reseller transacts with Microsoft.

"Product" means all Microsoft Products identified in the Product Terms, such as all Software, Online Services, and other web-based services, including pre-release or beta version. Microsoft product availability may vary by region.

Partner:	Crayon Software Experts LLC
Customer:	Riverside University Health System
Signature of Customer's authorized representative:	
Printed name:	
Printed title:	
Date:	

		SECTION 1 - Licenses and Software Assurance			
		Ordered Product Pricing & Usage Year 1			
Product Description	**Part Number**	**Maximum Price (USD)**	**License Quantity**	**Usage Country**	**Subtotal (USD)**
Profile 1					
Office Professional Plus ALng SA	269-05704	132.00	4	United States	528.00
Profile 2					
Win Enterprise Device ALng SA	KV3-00368	59.00	194	United States	11,446.00
Additional Products					
Project Professional ALng SA 1 Server CAL	H30-00238	253.00	44	United States	11,132.00
Project Standard ALng SA	076-01912	154.00	20	United States	3,080.00
Visio Professional ALng SA	D87-01159	132.00	131	United States	17,292.00
Visio Standard ALng SA	D86-01253	68.00	9	United States	612.00
Visual Studio Ent with GitHub ALng SA	QEJ-00003	1,287.00	11	United States	14,157.00
Visual Studio Pro with GitHub ALng SA	QEK-00003	369.00	21	United States	7,749.00
SQL CAL ALng SA User CAL	359-00961	46.00	7,280	United States	334,880.00
SQL Server Enterprise ALng SA	810-04760	1,855.00	2	United States	3,710.00
SQL Server Enterprise Core ALng LSA 2L	7JQ-00341	6,925.00	9	United States	62,325.00
SQL Server Enterprise Core ALng SA 2L	7JQ-00343	2,968.00	6	United States	17,808.00
SQL Server Standard ALng SA	228-04433	194.00	51	United States	9,894.00
SQL Server Standard Core ALng LSA 2L	7NQ-00302	1,806.00	13	United States	23,478.00
SQL Server Standard Core ALng SA 2L	7NQ-00292	774.00	2	United States	1,548.00
System Center Standard Core ALng LSA 2L	9EN-00494	51.00	1,476	United States	75,276.00
System Center Standard Core ALng SA 2L	9EN-00198	22.00	24	United States	528.00
Win Remote Desktop Services CAL ALng SA UCAL	6VC-01254	29.00	233	United States	6,757.00
Win Server External Connector ALng SA	R39-00396	397.00	1	United States	397.00
Win Server Standard Core ALng SA 2L	9EM-00270	24.00	3,176	United States	76,224.00
Total Year 1 Maximum Price Licenses and Software Assurance					**678,821.00**

Ordered Product Pricing & Usage Year 2					
Product Description	Part Number	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Profile 1					
Office Professional Plus ALng SA	269-05704	132.00	4	United States	528.00
Profile 2					
Win Enterprise Device ALng SA	KV3-00368	59.00	194	United States	11,446.00
Additional Products					
Project Professional ALng SA 1 Server CAL	H30-00238	253.00	44	United States	11,132.00
Project Standard ALng SA	076-01912	154.00	20	United States	3,080.00
Visio Professional ALng SA	D87-01159	132.00	131	United States	17,292.00
Visio Standard ALng SA	D86-01253	68.00	9	United States	612.00
Visual Studio Ent with GitHub ALng SA	QEJ-00003	1,287.00	11	United States	14,157.00
Visual Studio Pro with GitHub ALng SA	QEK-00003	369.00	21	United States	7,749.00
SQL CAL ALng SA User CAL	359-00961	46.00	7,280	United States	334,880.00
SQL Server Enterprise ALng SA	810-04760	1,855.00	2	United States	3,710.00
SQL Server Enterprise Core ALng LSA 2L	7JQ-00341	6,925.00	9	United States	62,325.00
SQL Server Enterprise Core ALng SA 2L	7JQ-00343	2,968.00	6	United States	17,808.00
SQL Server Standard ALng SA	228-04433	194.00	51	United States	9,894.00
SQL Server Standard Core ALng LSA 2L	7NQ-00302	1,806.00	13	United States	23,478.00
SQL Server Standard Core ALng SA 2L	7NQ-00292	774.00	2	United States	1,548.00
System Center Standard Core ALng LSA 2L	9EN-00494	51.00	1,476	United States	75,276.00
System Center Standard Core ALng SA 2L	9EN-00198	22.00	24	United States	528.00
Win Remote Desktop Services CAL ALng SA UCAL	6VC-01254	29.00	233	United States	6,757.00
Win Server External Connector ALng SA	R39-00396	397.00	1	United States	397.00
Win Server Standard Core ALng SA 2L	9EM-00270	24.00	3,176	United States	76,224.00
Total Year 2 Maximum Price Licenses and Software Assurance					678,821.00

		Ordered Product Pricing & Usage Year 3			
Product Description	Part Number	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Profile 1					
Office Professional Plus ALng SA	269-05704	132.00	4	United States	528.00
Profile 2					
Win Enterprise Device ALng SA	KV3-00368	59.00	194	United States	11,446.00
Additional Products					
Project Professional ALng SA 1 Server CAL	H30-00238	253.00	44	United States	11,132.00
Project Standard ALng SA	076-01912	154.00	20	United States	3,080.00
Visio Professional ALng SA	D87-01159	132.00	131	United States	17,292.00
Visio Standard ALng SA	D86-01253	68.00	9	United States	612.00
Visual Studio Ent with GitHub ALng SA	QEJ-00003	1,287.00	11	United States	14,157.00
Visual Studio Pro with GitHub ALng SA	QEK-00003	369.00	21	United States	7,749.00
SQL CAL ALng SA User CAL	359-00961	46.00	7,280	United States	334,880.00
SQL Server Enterprise ALng SA	810-04760	1,855.00	2	United States	3,710.00
SQL Server Enterprise Core ALng LSA 2L	7JQ-00341	6,925.00	9	United States	62,325.00
SQL Server Enterprise Core ALng SA 2L	7JQ-00343	2,968.00	6	United States	17,808.00
SQL Server Standard ALng SA	228-04433	194.00	51	United States	9,894.00
SQL Server Standard Core ALng LSA 2L	7NQ-00302	1,806.00	13	United States	23,478.00
SQL Server Standard Core ALng SA 2L	7NQ-00292	774.00	2	United States	1,548.00
System Center Standard Core ALng LSA 2L	9EN-00494	51.00	1,476	United States	75,276.00
System Center Standard Core ALng SA 2L	9EN-00198	22.00	24	United States	528.00
Win Remote Desktop Services CAL ALng SA UCAL	6VC-01254	29.00	233	United States	6,757.00
Win Server External Connector ALng SA	R39-00396	397.00	1	United States	397.00
Win Server Standard Core ALng SA 2L	9EM-00270	24.00	3,176	United States	76,224.00
Total Year 3 Maximum Price Licenses and Software Assurance					**678,821.00**

SECTION 2 - Monthly Subscriptions

Ordered Product Pricing & Usage Year 1

Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Enterprise									
M365 G3 Unified FSA Renewal GCC Sub Per User	AAD-34700	Adjustable	1/1/2025	Monthly	12	33.70	7,340	United States	2,968,296.00
M365 G3 Unified FUSL GCC Sub Per User	AAD-34704	Adjustable	1/1/2025	Monthly	12	39.60	1,760	United States	836,352.00
M365 G5 GCC Sub Per User	AAL-45735	Adjustable	1/1/2025	Monthly	12	57.68	100	United States	69,216.00
O365 G1 GCC Sub Per User	U4S-00002	Adjustable	1/1/2025	Monthly	12	10.60	1,275	United States	162,180.00
Additional Products									
Win OLS Activation User Sub Add-on E5	AAA-51068	Adjustable	1/1/2025	Monthly	12	0.00	10,500	United States	0.00
Azure prepayment	6QK-00001	Adjustable	1/1/2025	Monthly	12	125.00	84	United States	126,000.00
Exchange Online P2 GCC Sub Per User	3NS-00003	Adjustable	1/1/2025	Monthly	12	7.50	150	United States	13,500.00
M365 F3 Unified GCC Sub Per User	AAD-63092	Adjustable	1/1/2025	Monthly	12	8.60	1,465	United States	151,188.00
M365 F5 Security GCC Sub Add-on	918-00004	Adjustable	1/1/2025	Monthly	12	8.60	1,465	United States	151,188.00
M365 G5 Security GCC Sub Per User	8ZZ-00001	Adjustable	1/1/2025	Monthly	12	13.20	9,100	United States	1,441,440.00
Phone Resource Account GCC Sub Phone System Virtual User	RMU-00004	Adjustable	1/1/2025	Monthly	12	0.00	20	United States	0.00
Planner & Project P5 GCC Sub Per User	7VX-00001	Adjustable	1/1/2025	Monthly	12	51.50	20	United States	12,360.00
Power BI Premium P1 GCC Sub	HKL-00002	Adjustable	1/1/2025	Monthly	12	4,670.40	4	United States	224,179.20
Power BI Premium USL GCC Sub Per User	6U1-00004	Adjustable	1/1/2025	Monthly	12	18.70	40	United States	8,976.00
Power BI Pro GCC Sub Per User	DDJ-00001	Adjustable	1/1/2025	Monthly	12	9.40	292	United States	32,937.60
Project Online Essentials GCC Sub Per User	3PN-00001	Adjustable	1/1/2025	Monthly	12	6.60	50	United States	3,960.00
Teams AC with Dial Out US/CA GCC Sub Add-on	NYH-00001	Adjustable	1/1/2025	Monthly	12	0.00	10,500	United States	0.00
Teams Domestic Calling Plan GCC Sub Per User	LM9-00001	Adjustable	1/1/2025	Monthly	12	13.20	10	United States	1,584.00
Teams Phone Standard GCC Sub Per User	LK9-00003	Adjustable	1/1/2025	Monthly	12	7.48	230	United States	20,644.80
Teams Premium Introductory Pricing GCC Sub Per User	WFK-00004	Adjustable	1/1/2025	Monthly	12	7.70	250	United States	23,100.00
Teams Rooms Pro GCC Sub Per Device	VA1-00001	Adjustable	1/1/2025	Monthly	12	44.00	25	United States	13,200.00
Total Year 1 Maximum Price Monthly Subscriptions									**6,260,301.60**

Ordered Product Pricing & Usage Year 2									
Product Description	**Part Number**	**Usage Indicator**	**Usage Start Date**	**Unit Of Measure**	**Unit Quantity**	**Maximum Price (USD)**	**License Quantity**	**Usage Country**	**Subtotal (USD)**
Enterprise									
M365 G3 Unified FSA Renewal GCC Sub Per User	AAD-34700	Adjustable	-	Monthly	12	33.70	7,340	United States	2,968,296.00
M365 G3 Unified FUSL GCC Sub Per User	AAD-34704	Adjustable	-	Monthly	12	39.60	1,760	United States	836,352.00
M365 G5 GCC Sub Per User	AAL-45735	Adjustable	-	Monthly	12	60.19	100	United States	72,228.00
O365 G1 GCC Sub Per User	U4S-00002	Adjustable	-	Monthly	12	10.60	1,275	United States	162,180.00
Additional Products									
Win OLS Activation User Sub Add-on E5	AAA-51068	Adjustable	-	Monthly	12	0.00	10,500	United States	0.00
Azure prepayment	6QK-00001	Adjustable	-	Monthly	12	125.00	84	United States	126,000.00
Exchange Online P2 GCC Sub Per User	3NS-00003	Adjustable	-	Monthly	12	7.50	150	United States	13,500.00
M365 F3 Unified GCC Sub Per User	AAD-63092	Adjustable	-	Monthly	12	8.60	1,465	United States	151,188.00
M365 F5 Security GCC Sub Add-on	918-00004	Adjustable	-	Monthly	12	8.60	1,465	United States	151,188.00
M365 G5 Security GCC Sub Per User	8ZZ-00001	Adjustable	-	Monthly	12	13.20	9,100	United States	1,441,440.00
Phone Resource Account GCC Sub Phone System Virtual User	RMU-00004	Adjustable	-	Monthly	12	0.00	20	United States	0.00
Planner & Project P5 GCC Sub Per User	7VX-00001	Adjustable	-	Monthly	12	51.50	20	United States	12,360.00
Power BI Premium P1 GCC Sub	HKL-00002	Adjustable	-	Monthly	12	4,670.40	4	United States	224,179.20
Power BI Premium USL GCC Sub Per User	6U1-00004	Adjustable	-	Monthly	12	18.70	40	United States	8,976.00
Power BI Pro GCC Sub Per User	DDJ-00001	Adjustable	-	Monthly	12	9.40	292	United States	32,937.60
Project Online Essentials GCC Sub Per User	3PN-00001	Adjustable	-	Monthly	12	6.60	50	United States	3,960.00
Teams AC with Dial Out US/CA GCC Sub Add-on	NYH-00001	Adjustable	-	Monthly	12	0.00	10,500	United States	0.00
Teams Domestic Calling Plan GCC Sub Per User	LM9-00001	Adjustable	-	Monthly	12	13.20	10	United States	1,584.00
Teams Phone Standard GCC Sub Per User	LK9-00003	Adjustable	-	Monthly	12	7.48	230	United States	20,644.80
Teams Premium Introductory Pricing GCC Sub Per User	WFK-00004	Adjustable	-	Monthly	12	7.70	250	United States	23,100.00
Teams Rooms Pro GCC Sub Per Device	VA1-00001	Adjustable	-	Monthly	12	44.00	25	United States	13,200.00
Total Year 2 Maximum Price Monthly Subscriptions									**6,263,313.60**

Ordered Product Pricing & Usage Year 3									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Enterprise									
M365 G3 Unified FSA Renewal GCC Sub Per User	AAD-34700	Adjustable	-	Monthly	12	33.70	7,340	United States	2,968,296.00
M365 G3 Unified FUSL GCC Sub Per User	AAD-34704	Adjustable	-	Monthly	12	39.60	1,760	United States	836,352.00
M365 G5 GCC Sub Per User	AAL-45735	Adjustable	-	Monthly	12	62.70	100	United States	75,240.00
O365 G1 GCC Sub Per User	U4S-00002	Adjustable	-	Monthly	12	10.60	1,275	United States	162,180.00
Additional Products									
Win OLS Activation User Sub Add-on E5	AAA-51068	Adjustable	-	Monthly	12	0.00	10,500	United States	0.00
Azure prepayment	6QK-00001	Adjustable	-	Monthly	12	125.00	84	United States	126,000.00
Exchange Online P2 GCC Sub Per User	3NS-00003	Adjustable	-	Monthly	12	7.50	150	United States	13,500.00
M365 F3 Unified GCC Sub Per User	AAD-63092	Adjustable	-	Monthly	12	8.60	1,465	United States	151,188.00
M365 F5 Security GCC Sub Add-on	918-00004	Adjustable	-	Monthly	12	8.60	1,465	United States	151,188.00
M365 G5 Security GCC Sub Per User	8ZZ-00001	Adjustable	-	Monthly	12	13.20	9,100	United States	1,441,440.00
Phone Resource Account GCC Sub Phone System Virtual User	RMU-00004	Adjustable	-	Monthly	12	0.00	20	United States	0.00
Planner & Project P5 GCC Sub Per User	7VX-00001	Adjustable	-	Monthly	12	51.50	20	United States	12,360.00
Power BI Premium P1 GCC Sub	HKL-00002	Adjustable	-	Monthly	12	4,670.40	4	United States	224,179.20
Power BI Premium USL GCC Sub Per User	6U1-00004	Adjustable	-	Monthly	12	18.70	40	United States	8,976.00
Power BI Pro GCC Sub Per User	DDJ-00001	Adjustable	-	Monthly	12	9.40	292	United States	32,937.60
Project Online Essentials GCC Sub Per User	3PN-00001	Adjustable	-	Monthly	12	6.60	50	United States	3,960.00
Teams AC with Dial Out US/CA GCC Sub Add-on	NYH-00001	Adjustable	-	Monthly	12	0.00	10,500	United States	0.00
Teams Domestic Calling Plan GCC Sub Per User	LM9-00001	Adjustable	-	Monthly	12	13.20	10	United States	1,584.00
Teams Phone Standard GCC Sub Per User	LK9-00003	Adjustable	-	Monthly	12	7.48	230	United States	20,644.80
Teams Premium Introductory Pricing GCC Sub Per User	WFK-00004	Adjustable	-	Monthly	12	7.70	250	United States	23,100.00
Teams Rooms Pro GCC Sub Per Device	VA1-00001	Adjustable	-	Monthly	12	44.00	25	United States	13,200.00
Total Year 3 Maximum Price Monthly Subscriptions									**6,266,325.60**

Future Pricing					
Enterprise Products					
Product Description	Part Number	Pricing Information			
		Max True Up Price (USD)			
True-Ups - Profile 1 Products		Year 1	Year 2	Year 3	
Office Professional Plus ALng LSA	269-05623	702.00	584.00	466.00	
		Max True Up Price (USD)			
True-Ups - Profile 2 Products		Year 1	Year 2	Year 3	
Win Enterprise Device ALng Upgrade SA	KV3-00381	222.00	180.00	138.00	
Enterprise Online Services					
Product Description	Part Number	Max Price(USD) / Month			
Step-Ups - Enterprise Online Services					
O365 G5 GCC SU O365 G1 Per User	T2N-00004	32.80			
O365 G5 w/o AC GCC SU O365 G1 Per User	VD5-00003	32.30			
M365 G5 GCC SU M365 G3 Per User	AAL-45737	23.10			
M365 G5 Unified GCC w/o WDATP/DCA SU M365 G3 Sub Per User	AAD-63085	17.40			
O365 G3 GCC SU O365 G1 Per User	AAA-11919	15.80			
Higher Editions - Enterprise Online Services					
O365 G5 GCC Sub Per User	T2N-00001	41.40			
O365 G5 w/o AC GCC Sub Per User	VD5-00001	41.80			
O365 G3 GCC Sub Per User	AAA-11894	25.30			
Suggested Profile 1 Products					
M365 Apps Enterprise Sub Per User	3JJ-00003	13.20			
O365 E3 Existing Customer Sub Per User	AAA-10842	25.30			
Suggested Profile 2 Products					
Win E3 ALng Sub Per User	AAA-10787	6.20			
Win E3 AO Win Enterprise Device ALng Sub	AAA-10744	1.40			
Future Monthly - Enterprise Online Services					
M365 G3 Unified FUSL GCC SU M365 F3 Sub Per User	AAD-34699	31.10			
M365 G3 Unified FUSL GCC Sub Per User	AAD-34704	39.60			
M365 G5 GCC Sub Per User	AAL-45735	62.70			
O365 G1 GCC Sub Per User	U4S-00002	10.60			

Additional Products				
Product Description	**Part Number**	**Pricing Information**		
		Max True Up Price (USD)		
True-Ups		Year 1	Year 2	Year 3
Project Professional ALng LSA 1 Server CAL	H30-00237	1,506.00	1,252.00	998.00
Project Standard ALng LSA	076-01776	915.00	762.00	608.00
Visio Professional ALng LSA	D87-01057	786.00	654.00	522.00
Visio Standard ALng LSA	D86-01175	405.00	336.00	268.00
Visual Studio Ent with GitHub ALng LSA	QEJ-00001	7,656.00	6,368.00	5,080.00
Visual Studio Pro with GitHub ALng LSA	QEK-00001	1,080.00	710.00	341.00
SQL CAL ALng LSA User CAL	359-00960	294.00	250.00	204.00
SQL Server Enterprise Core ALng LSA 2L	7JQ-00341	19,290.00	16,322.00	13,354.00
SQL Server Standard ALng LSA	228-04437	1,260.00	1,066.00	873.00
SQL Server Standard Core ALng LSA 2L	7NQ-00302	5,031.00	4,258.00	3,483.00
System Center Standard Core ALng LSA 2L	9EN-00494	141.00	120.00	98.00
Win Remote Desktop Services CAL ALng LSA UCAL	6VC-01252	186.00	158.00	129.00
Win Server External Connector ALng LSA	R39-00374	2,577.00	2,180.00	1,783.00
Win Server Standard Core ALng LSA 2L	9EM-00562	156.00	130.00	107.00
Online Services		**Max Price (USD)/ Month**		
Win OLS Activation User GCC Sub Per User	VRM-00001			0.00
		Max True Up Price (USD)		
Step-Ups		Year 1	Year 2	Year 3
Project Professional ALng SASU Project Standard 1 Server CAL	H30-00910	589.00	490.00	391.00
Visio Professional ALng SASU Visio Standard	D87-02227	383.00	318.00	254.00
Visual Studio Ent with GitHub ALng SASU Visual Studio Pro w/GH Ent	QEJ-00004	6,576.00	5,658.00	4,740.00
SQL Server Enterprise Core ALng SASU 2L SQL Svr Std	7JQ-00448	14,259.00	12,065.00	9,872.00
System Center DC Core ALng SASU 2L Sys Ctr Std	9EP-00209	243.00	206.00	168.00
Win Server DC Core ALng SASU 2L Win Server Std	9EA-00279	829.00	702.00	574.00
		Max True Up Price (USD)		
Higher Editions		Year 1	Year 2	Year 3
System Center DC Core ALng LSA 2L	9EP-00037	384.00	326.00	266.00
Win Server DC Core ALng LSA 2L	9EA-00039	984.00	832.00	680.00

Additional Online Products		
Product Description	**Part Number**	**Pricing Information**
Online Services		**Max Price (USD)/ Month**
Win OLS Activation User Sub Add-on E5	AAA-51068	0.00
Exchange Online P2 GCC Sub Per User	3NS-00003	7.50
M365 F3 Unified GCC Sub Per User	AAD-63092	8.60
M365 F5 Security GCC Sub Add-on	918-00004	8.60
M365 G5 Security GCC Sub Per User	8ZZ-00001	13.20
Phone Resource Account GCC Sub Phone System Virtual User	RMU-00004	0.00
Planner & Project P5 GCC Sub Per User	7VX-00001	51.50
Power BI Premium P1 GCC Sub	HKL-00002	4,670.40
Power BI Premium USL GCC Sub Per User	6U1-00004	18.70
Power BI Pro GCC Sub Per User	DDJ-00001	9.40
Project Online Essentials GCC Sub Per User	3PN-00001	6.60
Teams AC with Dial Out US/CA GCC Sub Add-on	NYH-00001	0.00
Teams Domestic Calling Plan GCC Sub Per User	LM9-00001	13.20
Teams Phone Standard GCC Sub Per User	LK9-00003	7.48
Teams Premium Introductory Pricing GCC Sub Per User	WFK-00004	7.70
Teams Rooms Pro GCC Sub Per Device	VA1-00001	44.00
Step-Ups		**Max Price (USD)/ Month**
Planner & Project P5 GCC w/o Client SU Project Online Essentials PerUser	4YT-00003	24.30
Planner & Project P3 GCC SU Project Online Essentials Per User	7MS-00004	21.50
Project P1 GCC SU Project Online Essentials Per User	PF1-00003	2.80
Higher Editions		**Max Price (USD)/ Month**
Planner & Project P3 GCC Sub Per User	7MS-00001	28.10
Project P1 GCC Sub Per User	PF1-00002	9.40

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Proposal ID	Enrollment Number
2732294.003	

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	0	10,475	-	User Licenses
Profile 1	4	0	-	Device Licenses
Profile 2	194	0	-	Device Licenses
Total	198	10,475		

Products	Enterprise Quantity	Profile 1 Quantity	Profile 2 Quantity
Office Professional Plus			
Office Professional Plus	-	4	-
Office 365 Plans			
O365 G1 GCC	1,275	-	-
Windows Desktop			
Windows Enterprise OS Upgrade	-	-	194
Microsoft 365 Enterprise			
M365 G5 GCC	100	-	-
M365 G3 GCC USL Unified	1,760	-	-
M365 G3 GCC FromSA Unified Renewal	7,340	-	-

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	9204	10475	9200	9394

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D

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Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade,Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade.See Product Terms for details.

Note 3: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

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Discount Transparency Disclosure Form

Date:	10/31/2024
Program:	Enterprise 6
Enrollment Number:	Renewal
Quote Number:	2729548.002
Reseller Name:	Crayon Software Experts LLC
Reseller Address:	12221 Merit Drive Dallas, Texas, US, 75251-2202

Discount Details

For this enrollment, Microsoft provided the Customer's Partner a discount off of the Partner's Net Price. The Partner is required, by Microsoft, to pass on the discount to the Customer by reducing the Microsoft Product resale price by an amount equal to or greater than the discount.

Listed on this form is the maximum price the Partner may charge for the Microsoft Products to be ordered under this enrollment. The Maximum Resale Price (MRP) is calculated by subtracting the discount provided to the Partner, from the total estimated resale price for the Microsoft Products.

The requirement to pass through the discount does not mean that Microsoft is setting the Customer's actual price. Partners remain free to set the price charged for Microsoft Products at any point equal to or below MRP. The Customer's actual price will be established by a separate agreement between Customer and its Partner. Note that the MRP listed on this form does not include fees for non-Microsoft products, partner services or normal transaction costs. Normal transaction costs include taxes or other fees assessed by a local or federal government.

For Ordered Products

Currency	Maximum Resale Price
US Dollar	2,439,426.48

In this form, the following definitions apply:
"Customer" means the entity that may enter or has entered into a Contract with the Partner.
"Contract" means a binding agreement between the Partner and Affiliate, under which Customer orders Products from Partner.
"Microsoft" means (1) the entity that has entered into an agreement with Partner under which Partner may place orders for Microsoft Products for use by the Customer and (2) the affiliates of such entity, as appropriate.
"Maximum Resale Price" means the sum of the Estimated Resale Price for the Microsoft Products ordered under the Customer Contract minus the discount off of the Partner's Net Price provided by Microsoft listed in the currency in which the Partner or Partner's reseller transacts with Microsoft.
"Product" means all Microsoft Products identified in the Product Terms, such as all Software, Online Services, and other web-based services, including pre-release or beta version. Microsoft product availability may vary by region.

Partner:	Crayon Software Experts LLC
Customer:	Riverside County District Attorney
Signature of Customer's authorized representative:	
Printed name:	
Printed title:	
Date:	

SECTION 1 - Licenses and Software Assurance					
Ordered Product Pricing & Usage Year 1					
Product Description	**Part Number**	**Maximum Price (USD)**	**License Quantity**	**Usage Country**	**Subtotal (USD)**
Industry Device					
Win Enterprise Device ALng SA	KV3-00368	59.00	40	United States	2,360.00
Additional Products					
Project Standard ALng SA	076-01912	154.00	3	United States	462.00
Visio Professional ALng SA	D87-01159	132.00	3	United States	396.00
Visual Studio Pro with GitHub ALng SA	QEK-00003	369.00	4	United States	1,476.00
CIS Suite Datacenter Core ALng SA 2L	9GS-00135	200.00	96	United States	19,200.00
CIS Suite Standard Core ALng SA 2L	9GA-00313	43.00	124	United States	5,332.00
SQL CAL ALng SA User CAL	359-00961	46.00	730	United States	33,580.00
SQL Server Standard ALng SA	228-04433	194.00	13	United States	2,522.00
Win Remote Desktop Services CAL ALng SA UCAL	6VC-01254	29.00	75	United States	2,175.00
Win Server Standard Core ALng SA 2L	9EM-00270	24.00	56	United States	1,344.00
Total Year 1 Maximum Price Licenses and Software Assurance					**68,847.00**
Ordered Product Pricing & Usage Year 2					
Product Description	**Part Number**	**Maximum Price (USD)**	**License Quantity**	**Usage Country**	**Subtotal (USD)**
Industry Device					
Win Enterprise Device ALng SA	KV3-00368	59.00	40	United States	2,360.00
Additional Products					
Project Standard ALng SA	076-01912	154.00	3	United States	462.00
Visio Professional ALng SA	D87-01159	132.00	3	United States	396.00
Visual Studio Pro with GitHub ALng SA	QEK-00003	369.00	4	United States	1,476.00
CIS Suite Datacenter Core ALng SA 2L	9GS-00135	200.00	96	United States	19,200.00
CIS Suite Standard Core ALng SA 2L	9GA-00313	43.00	124	United States	5,332.00
SQL CAL ALng SA User CAL	359-00961	46.00	730	United States	33,580.00
SQL Server Standard ALng SA	228-04433	194.00	13	United States	2,522.00
Win Remote Desktop Services CAL ALng SA UCAL	6VC-01254	29.00	75	United States	2,175.00
Win Server Standard Core ALng SA 2L	9EM-00270	24.00	56	United States	1,344.00
Total Year 2 Maximum Price Licenses and Software Assurance					**68,847.00**

		Ordered Product Pricing & Usage Year 3			
Product Description	Part Number	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Industry Device					
Win Enterprise Device ALng SA	KV3-00368	59.00	40	United States	2,360.00
Additional Products					
Project Standard ALng SA	076-01912	154.00	3	United States	462.00
Visio Professional ALng SA	D87-01159	132.00	3	United States	396.00
Visual Studio Pro with GitHub ALng SA	QEK-00003	369.00	4	United States	1,476.00
CIS Suite Datacenter Core ALng SA 2L	9GS-00135	200.00	96	United States	19,200.00
CIS Suite Standard Core ALng SA 2L	9GA-00313	43.00	124	United States	5,332.00
SQL CAL ALng SA User CAL	359-00961	46.00	730	United States	33,580.00
SQL Server Standard ALng SA	228-04433	194.00	13	United States	2,522.00
Win Remote Desktop Services CAL ALng SA UCAL	6VC-01254	29.00	75	United States	2,175.00
Win Server Standard Core ALng SA 2L	9EM-00270	24.00	56	United States	1,344.00
Total Year 3 Maximum Price Licenses and Software Assurance					68,847.00

Ordered Product Pricing & Usage Year 1

Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Enterprise									
M365 G5 FSA Renewal GCC Sub Per User	AAL-48033	Adjustable	1/1/2025	Monthly	12	52.81	730	United States	462,615.60
M365 G5 GCC Sub Per User	AAL-45735	Adjustable	1/1/2025	Monthly	12	57.68	317	United States	219,414.72
Additional Products									
Win OLS Activation User GCC Sub Per User	VRM-00001	Adjustable	1/1/2025	Monthly	12	0.00	1,047	United States	0.00
Azure prepayment - US Gov	J5U-00001	Adjustable	1/1/2025	Monthly	12	125.00	5	United States	7,500.00
Power Automate Premium GCC Sub Per User	1O5-00001	Adjustable	1/1/2025	Monthly	12	16.50	3	United States	594.00
Teams Rooms Pro GCC Sub Per Device	VA1-00001	Adjustable	1/1/2025	Monthly	12	44.00	18	United States	9,504.00
Additional Products Tenant ID: Azure Com									
Azure prepayment	6QK-00001	Adjustable	1/1/2025	Monthly	12	125.00	10	United States	15,000.00
Total Year 1 Maximum Price Monthly Subscriptions									714,628.32

Ordered Product Pricing & Usage Year 2

Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Enterprise									
M365 G5 FSA Renewal GCC Sub Per User	AAL-48033	Adjustable	-	Monthly	12	55.11	730	United States	482,763.60
M365 G5 GCC Sub Per User	AAL-45735	Adjustable	-	Monthly	12	60.19	317	United States	228,962.76
Additional Products									
Win OLS Activation User GCC Sub Per User	VRM-00001	Adjustable	-	Monthly	12	0.00	1,047	United States	0.00
Azure prepayment - US Gov	J5U-00001	Adjustable	-	Monthly	12	125.00	5	United States	7,500.00
Power Automate Premium GCC Sub Per User	1O5-00001	Adjustable	-	Monthly	12	16.50	3	United States	594.00
Teams Rooms Pro GCC Sub Per Device	VA1-00001	Adjustable	-	Monthly	12	44.00	18	United States	9,504.00
Additional Products Tenant ID: Azure Com									
Azure prepayment	6QK-00001	Adjustable	-	Monthly	12	125.00	10	United States	15,000.00
Total Year 2 Maximum Price Monthly Subscriptions									744,324.36

Ordered Product Pricing & Usage Year 3									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Enterprise									
M365 G5 FSA Renewal GCC Sub Per User	AAL-48033	Adjustable	-	Monthly	12	57.40	730	United States	502,824.00
M365 G5 GCC Sub Per User	AAL-45735	Adjustable	-	Monthly	12	62.70	317	United States	238,510.80
Additional Products									
Win OLS Activation User GCC Sub Per User	VRM-00001	Adjustable	-	Monthly	12	0.00	1,047	United States	0.00
Azure prepayment - US Gov	J5U-00001	Adjustable	-	Monthly	12	125.00	5	United States	7,500.00
Power Automate Premium GCC Sub Per User	1O5-00001	Adjustable	-	Monthly	12	16.50	3	United States	594.00
Teams Rooms Pro GCC Sub Per Device	VA1-00001	Adjustable	-	Monthly	12	44.00	18	United States	9,504.00
Additional Products Tenant ID: Azure Com									
Azure prepayment	6QK-00001	Adjustable	-	Monthly	12	125.00	10	United States	15,000.00
Total Year 3 Maximum Price Monthly Subscriptions									773,932.80

Future Pricing

Enterprise Products

Product Description	Part Number	Pricing Information		
		Max True Up Price (USD)		
True-Ups - Industry Device Products		Year 1	Year 2	Year 3
Win Enterprise Device ALng Upgrade SA	KV3-00381	222.00	180.00	138.00

Enterprise Online Services

Product Description	Part Number	Max Price(USD) / Month
Suggested Industry Device Products		
Win E3 ALng Sub Per User	AAA-10787	6.20
Win E3 AO Win Enterprise Device ALng Sub	AAA-10744	1.40
Future Monthly - Enterprise Online Services		
M365 G5 GCC Sub Per User	AAL-45735	62.70

Additional Products

Product Description	Part Number	Pricing Information		
		Max True Up Price (USD)		
True-Ups		Year 1	Year 2	Year 3
Project Standard ALng LSA	076-01776	915.00	762.00	608.00
Visio Professional ALng LSA	D87-01057	786.00	654.00	522.00
Visual Studio Pro with GitHub ALng LSA	QEK-00001	1,080.00	710.00	341.00
CIS Suite Datacenter Core ALng LSA 2L	9GS-00495	1,299.00	1,098.00	899.00
CIS Suite Standard Core ALng LSA 2L	9GA-00006	282.00	238.00	194.00
SQL CAL ALng LSA User CAL	359-00960	294.00	250.00	204.00
SQL Server Standard ALng LSA	228-04437	1,260.00	1,066.00	873.00
Win Remote Desktop Services CAL ALng LSA UCAL	6VC-01252	186.00	158.00	129.00
Win Server Standard Core ALng LSA 2L	9EM-00562	156.00	130.00	107.00
		Max True Up Price (USD)		
Step-Ups		Year 1	Year 2	Year 3
Project Professional ALng SASU Project Standard 1 Server CAL	H30-00910	589.00	490.00	391.00
Visual Studio Ent with GitHub ALng SASU Visual Studio Pro w/GH Ent	QEJ-00004	6,576.00	5,658.00	4,740.00
CIS Suite Datacenter Core ALng SASU 2L CIS Std Core	9GS-00136	1,018.00	861.00	705.00
Win Server DC Core ALng SASU 2L Win Server Std	9EA-00279	829.00	702.00	574.00
		Max True Up Price (USD)		
Higher Editions		Year 1	Year 2	Year 3
Project Professional ALng LSA 1 Server CAL	H30-00237	1,506.00	1,252.00	998.00
Visual Studio Ent with GitHub ALng LSA	QEJ-00001	7,656.00	6,368.00	5,080.00
Win Server DC Core ALng LSA 2L	9EA-00039	984.00	832.00	680.00

Additional Online Products

Product Description	Part Number	Pricing Information
Online Services		Max Price (USD)/ Month
Win OLS Activation User GCC Sub Per User	VRM-00001	0.00
Power Automate Premium GCC Sub Per User	105-00001	16.50
Teams Rooms Pro GCC Sub Per Device	VA1-00001	44.00

Amendment to Contract Documents

Enrollment Number [   ]

MB103024RCDA

These amendments are entered into between the parties identified on the attached program signature form. They amend the Enrollment or Agreement identified above. All terms used but not defined in these amendments will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment
Special Ramped Pricing
Amendment M667

Microsoft is providing Enrolled Affiliate with one-time special ramped pricing for the Products listed in the table below only during the initial term of the Enrollment to help offset deployment and/or dual running costs and better align Enrolled Affiliate's investment with realized business value in those years. Accordingly, the parties agree that during the initial term of this Enrollment, Enrolled Affiliate may not reduce the stated Minimum Seat Quantity for any Product listed in the table below.
Enrolled Affiliate acknowledges that the terms, including the special ramped pricing, described herein are fixed for the initial term of this Enrollment and will not be subject to re-negotiation.

Microsoft is under no obligation to offer this or a similar concession upon renewal of the Enrollment.

SKU	Product	Minimum Seat Quantity
AAL-48033	M365 G5 FSA Renewal GCC Sub Per User	730
AAL-45735	M365 G5 GCC Sub Per User	317

Enterprise Enrollment
Multiple Azure Billing Tenants Under a Single
Enrollment
Amendment ID M423

1. Definitions.

"Azure Billing Tenant" means the environment established by Microsoft on its multi-tenant servers from which a customer accesses Microsoft Azure Services.

"Lead Enrollment" means the Enrollment identified above.

"Billing Tenant Enrollment" means the enrollment associated with an Azure Billing Tenant established for a Tenant Affiliate under this Amendment.

"Tenant Administrator" means any licensed user of an Azure Billing Tenant that has its role set to "Global Administrator" in the profile settings in the Tenant User Administration page of the tenant portal.

"Tenant Affiliate" means an Affiliate, department, or any user group included in the Enrolled Affiliate's Enterprise who will access the Azure Billing Tenant that is identified in the Tenant Information Excel Form attached as an Appendix to this Amendment.

2. The parties agree to the following Billing Tenant Enrollment Terms as follows:

a. **Tenant Affiliate Access and Enrolled Affiliate Obligations.** Each Tenant Affiliate may access each Azure Billing Tenant and its corresponding Billing Tenant Enrollment identified in the Tenant Information Excel Form attached as an Appendix to this Amendment. Enrolled Affiliate acknowledges and agrees that: (i) it is the sole Enrolled Affiliate; (ii) it is the sole Licensee with respect to each Billing Tenant Enrollment; and, (iii) it is solely responsible for ensuring that each of its Tenant Affiliate's comply with the terms and conditions set forth in the Lead Enrollment and any subsequent amendment hereof.

b. **Tenant Administrator User Credentials.** Each Tenant Administrator must have its own, unique, login credential and shall manage each Azure Billing Tenant separately. No two Azure Billing Tenants may share one Tenant Administrator login credential or data object(s).

c. **Azure Prepayment.** Each Tenant Affiliate can purchase an Azure Prepayment; however, the allocated funds for such commitment cannot be transferred between Azure Billing Tenants and Tenant Affiliates.

d. **Purchasing**

    (i) Purchase eligibility. Billing Tenant Enrollments may only be used to purchase Microsoft Azure Services and Microsoft Azure Services Plans.

    (ii) Pricing. The price for Microsoft Azure Services and Microsoft Azure Services Plans purchased under a Billing Tenant Enrollment will be based on the pricelist current as of the Billing Tenant Enrollment Effective Date. Any price adjustment to a Billing Tenant Enrollment will be applicable only to that Billing Tenant Enrollment.

    (iii) Initial Order. Each Billing Tenant Enrollment must include an initial order.

    (iv) Billing Tenant Enrollment Effective Date. The effective date of a Billing Tenant Enrollment will be the processing date of the initial order.

e. **Orders.** Enrolled Affiliate must submit separate orders, on behalf of each Billing Tenant Enrollment. Orders shall be governed by the terms set forth in the Lead Enrollment, except as

specified in this Amendment. Orders are not transferrable between Billing Tenant Enrollments. Billing Tenant Enrollment acceptance and order reminders will be sent to the contact(s) identified on the Lead Enrollment only.

f. **Notices Contact and Online Services Manager.** Each Billing Tenant Enrollment, shall have its own Notices Contact and Online Services Manager as listed in the Tenant Information Excel Form attached as an Appendix to this Amendment. The Notices Contact and Online Services Manager is authorized to manage the Microsoft Azure Services obtained under the related Billing Tenant Enrollment.

g. The expiration date, anniversary dates, payment dates and applicable taxes for each Billing Tenant Enrollment shall be the same as in the Lead Enrollment.

h. Warning: If the Online service Manager Contact is third party (not Enrolled Affiliate) please be aware that this contact receives personally identifiable information of the Customer and it Affiliates.

This Amendment must be attached to a signature form and accompanies by the Tenant Information Excel Form to be valid. The Number of Tenant (s) listed in the Tenant Information Excel form file is:1

Appendix Tenant Information Excel Form is attached

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

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

Microsoft Internal Use Only:

(M667)EnrAmend(M365E5SpecialRampedPricing)(WW)(ENG)(Nov2022)(IU).docx		M667	B
(M423)EnrMultiTenant(MultipleAzureBillingTenantsUnderASingleEnrollment)(WW)(ENG)(Mar2022)(IU).docx		M423	PLSS

Microsoft

Volume Licensing

Program Signature Form

MBA/MBSA number		MB103024
Agreement number	8084445	

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
Enterprise Enrollment (Indirect)	X20-10636
Enterprise Amendment	M423 (New)
Product Selection Form	2727797.002_PSF

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)* Riverside County Sheriff
Signature*
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

* indicates required field

FORM APPROVED COUNTY COUNSEL
BY: _PLS.S_ 11-18-2024
PAULA S. SALCIDO   DATE

Microsoft Affiliate
Microsoft Corporation
Signature *Denisee Martinez Martinez*
Printed First and Last Name   Denisee Martinez Martinez
Printed Title   Microsoft Authorized Signatory
Signature Date   Nov-14-2024 (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2ⁿᵈ Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

Outsourcer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

If Customer requires 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
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Enterprise Enrollment

State and Local

Enterprise Enrollment number *(Microsoft to complete)*	58802844
Previous Enrollment number *(Reseller to complete)*	59451930

Framework ID *(if applicable)*	

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (6) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. Order requirements.

a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

   (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

   (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. **Adding Products.**

   (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) Adding Licenses for previously ordered Products. Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

   (i) Enterprise Products. For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

   (ii) Additional Products. For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

   (iii) Online Services. For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

   (iv) Subscription License reductions. Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

   1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

   2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available.

   3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

   Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

   (v) Update statement. An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. **Setting Prices.** Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. *End of Enrollment term and termination.*

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. **If Enrolled Affiliate elects not to renew.**

    (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

    (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

        1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

        2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.

    (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. *Government Community Cloud.*

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. Use Rights for Government Community Cloud Services. For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Use Rights, will not apply.

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. *Enrolled Affiliate's Enterprise.*

Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and the following Affiliate(s):

Unless specifically identified above, all Affiliates of Customer, either existing at the execution of this Enrollment or created or acquired after the execution of this Enrollment, will be excluded from the Enterprise. To request that an additional Affiliate be included in Customer's Enterprise, Customer must identify an Affiliate to Microsoft in writing and provide any required documentation. Microsoft will reasonably review requests under this paragraph and may approve the inclusion of an Affiliate in Customer's Enterprise in its sole discretion.

2. *Contact information.*

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

    a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

    Name of entity (must be legal entity name)* Riverside County Sheriff
    Contact name: First* Jon **Middle**   **Last*** Lewis
    Contact email address* jclewis@riversidesheriff.org
    Street address* 1500 Castellano Rd.
    City* Jurupa Valley
    State* CA
    Postal code* 92509-1725 -
    (Please provide the zip + 4, e.g. xxxxx-xxxx)
    Country* United States
    Phone* 951-955-4063
    Tax ID
    * indicates required fields

    b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

    ☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name: First* Stephanie **Middle**   **Last*** Mora Ponce
Contact email address* sponce@riversidesheriff.org
Street address* 1500 Castellano Rd.
City* Jurupa Valley
State* CA
Postal code* 92509-1725 -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 951-955-2043
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
* indicates required fields

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

   ☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

   Contact name: First* Jon **Middle**   **Last*** Lewis
   Contact email address* jclewis@riversidesheriff.org
   Phone* 951-955-4063
   ☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
   * indicates required fields

d. **Reseller information.** Reseller contact for this Enrollment is:

   Reseller company name* Crayon Software Experts LLC
   Street address (PO boxes will not be accepted)* 12221 Merit Drive Suite 800
   City* Dallas
   State* TX
   Postal code* 75251-1313
   Country* United States
   Contact name* Crayon US OPS TEAM
   Phone* 469-329-0290
   Contact email address* license.us@crayon.com
   * indicates required fields

   By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature*	*(signature)*
Printed name*	Greg Landry
Printed title*	Sr Contracts Manager
Date*	11/4/2024

* indicates required fields

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

   (i) Additional notices contact
   (ii) Software Assurance manager
   (iii) Subscriptions manager
   (iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing?   ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Microsoft

Previous Enrollment(s)/Agreement(s) Form

Entity Name: Riverside County Sheriff
Contract that this form is attached to: State Local Government

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

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.

b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.

c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.

d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).

e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	59451930	X	X
Standard Enrollment	6974169		

Amendment to Contract Documents

Enrollment Number [   ]

MB103024

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.

Enterprise Enrollment
Multiple Azure Billing Tenants Under a Single Enrollment
Amendment ID M423

1. Definitions.

"Azure Billing Tenant" means the environment established by Microsoft on its multi-tenant servers from which a customer accesses Microsoft Azure Services.

"Lead Enrollment" means the Enrollment identified above.

"Billing Tenant Enrollment" means the enrollment associated with an Azure Billing Tenant established for a Tenant Affiliate under this Amendment.

"Tenant Administrator" means any licensed user of an Azure Billing Tenant that has its role set to "Global Administrator" in the profile settings in the Tenant User Administration page of the tenant portal.

"Tenant Affiliate" means an Affiliate, department, or any user group included in the Enrolled Affiliate's Enterprise who will access the Azure Billing Tenant that is identified in the Tenant Information Excel Form attached as an Appendix to this Amendment.

2. The parties agree to the following Billing Tenant Enrollment Terms as follows:

a. **Tenant Affiliate Access and Enrolled Affiliate Obligations**. Each Tenant Affiliate may access each Azure Billing Tenant and its corresponding Billing Tenant Enrollment identified in the Tenant Information Excel Form attached as an Appendix to this Amendment. Enrolled Affiliate acknowledges and agrees that: (i) it is the sole Enrolled Affiliate; (ii) it is the sole Licensee with respect to each Billing Tenant Enrollment; and, (iii) it is solely responsible for ensuring that each of its Tenant Affiliate's comply with the terms and conditions set forth in the Lead Enrollment and any subsequent amendment hereof.

b. **Tenant Administrator User Credentials**. Each Tenant Administrator must have its own, unique, login credential and shall manage each Azure Billing Tenant separately. No two Azure Billing Tenants may share one Tenant Administrator login credential or data object(s).

c. **Azure Prepayment**. Each Tenant Affiliate can purchase an Azure Prepayment; however, the allocated funds for such commitment cannot be transferred between Azure Billing Tenants and Tenant Affiliates.

      d. **Purchasing**

         (i) Purchase eligibility. Billing Tenant Enrollments may only be used to purchase Microsoft Azure Services and Microsoft Azure Services Plans.

         (ii) Pricing. The price for Microsoft Azure Services and Microsoft Azure Services Plans purchased under a Billing Tenant Enrollment will be based on the pricelist current as of the Billing Tenant Enrollment Effective Date. Any price adjustment to a Billing Tenant Enrollment will be applicable only to that Billing Tenant Enrollment.

         (iii) Initial Order. Each Billing Tenant Enrollment must include an initial order.

         (iv) Billing Tenant Enrollment Effective Date. The effective date of a Billing Tenant Enrollment will be the processing date of the initial order.

    e. **Orders.** Enrolled Affiliate must submit separate orders, on behalf of each Billing Tenant Enrollment. Orders shall be governed by the terms set forth in the Lead Enrollment, except as specified in this Amendment. Orders are not transferrable between Billing Tenant Enrollments. Billing Tenant Enrollment acceptance and order reminders will be sent to the contact(s) identified on the Lead Enrollment only.

    f. **Notices Contact and Online Services Manager.** Each Billing Tenant Enrollment, shall have its own Notices Contact and Online Services Manager as listed in the Tenant Information Excel Form attached as an Appendix to this Amendment. The Notices Contact and Online Services Manager is authorized to manage the Microsoft Azure Services obtained under the related Billing Tenant Enrollment.

    g. The expiration date, anniversary dates, payment dates and applicable taxes for each Billing Tenant Enrollment shall be the same as in the Lead Enrollment.

    h. Warning: If the Online service Manager Contact is third party (not Enrolled Affiliate) please be aware that this contact receives personally identifiable information of the Customer and it Affiliates.

This Amendment must be attached to a signature form and accompanies by the Tenant Information Excel Form to be valid. The Number of Tenant (s) listed in the Tenant Information Excel form file is:1

<div align="center">

Appendix Tenant Information Excel Form is attached

</div>

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.

<div align="center">

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

</div>

Microsoft Internal Use Only:

(M423)EnrMultiTenant(MultipleAzureBillingTenantsUnderASingleEnrollment)(WW)(ENG)(Mar2022)(IU).docx		M423	PLSS

Microsoft | Volume Licensing

Proposal ID	Enrollment Number
2727797.002	

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	0	4,538	-	User Licenses

Products	Enterprise Quantity
Microsoft 365 Enterprise	
M365 G3 GCC USL Unified	600
M365 G3 GCC FromSA Unified Renewal	3,938

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	4538	4538	4538	4538

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

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Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.