

Microsoft Enterprise Services Work Order

(For Microsoft Internal Purposes Only)

6Y01188-182880-211017

Work Order Number

This Work Order consists of the terms and conditions below, and the provisions of the Microsoft Master Services Agreement (MSA) reference U2994914, effective as of 11/20/2001 (the "Agreement"), the provisions of the Support Services Description applicable to the Support Services identified in this Work Order, and any attachments or exhibits referenced in this Work Order, all of which are incorporated herein by this reference. In this Work Order "Customer," "you," or "your" means the undersigned customer or its affiliate and "Microsoft", "we," "us," or "our" means the undersigned Microsoft affiliate.

By signing below the parties acknowledge and agree to be bound to the terms of this Work Order, the Agreement and all other provisions incorporated in them. This Work Order is effective as of the date that Microsoft signs this Work Order. Regardless of any terms and conditions contained in a purchase order, if any, the terms of this Work Order apply.

Customer	Microsoft Affiliate
Name of Customer (please print) MI-City of Ann Arbor	Name Microsoft Corporation
Signature <small>CustomerSignature</small>	Signature <small>MSSignature</small>
Name of person signing (please print) <small>CustomerFullName</small>	Name of person signing (please print) <small>MSFullName</small>
Title of person signing (please print) <small>CustomerTitle</small>	Title of person signing (please print) <small>MSJobTitle</small>
Signature date <small>CustomerSignatureDate</small>	Signature date (effective date) <small>MSSignatureDate</small>

Name of Customer or its Affiliate that executed the Agreement (if different from Customer above)
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Customer invoice information		
Name of Customer MI-City of Ann Arbor		Contact Name (Receives invoices under this Work Order) Jennifer Grimes
Street Address 301 East Huron Street, P.O. Box 8647		Contact E-Mail Address jgrimes@a2gov.org
City ANN ARBOR	State/Province MI	Phone 734-794-6555
Country United States	Postal Code 48107	Fax

1. Support Services and Fees.

1.1. Term.

Microsoft Enterprise Support Services will commence on 8/25/2018 (the "Support Commencement Date") and will expire on 8/24/2019 (the "Support Expiration Date").

2. Description of Services.

Please refer to the current Support Services Description ("SSD") which will be incorporated by reference and is published by Microsoft from time to time at www.microsoft.com/en-us/microsoftservices/support-consulting-services-description. The support services you purchase under this agreement may be updated from time to time and that update will supersede any services previously listed.

Services by Support Location

MI-City of Ann Arbor US - Central - Great Lakes 8/25/2018 - 8/24/2019		
Quantity	Service	Service Type
Included	Advanced Advisory Support Hours As-needed	Advisory Services
1 ea	Advanced Built-in Proactive Services <ul style="list-style-type: none"> Advanced Built-in Proactive Services - Generic 	Administrative
Included	Advanced Problem Resolution Hours As-needed	Problem Resolution Support
Included	Advanced Service Delivery Management As-needed	Service Delivery Management
Included	On-demand Assessment	On-Demand Assessment
Included	On-demand Education	On-Demand Education
Included	Online Support Portal	Administrative

20 ea	Reactive Enabled Contacts	Problem Resolution Support
Included	Webcasts As-Needed	Webcast

2.1. Support Services Fees.

The items listed in the table above represent the services that Customer has pre-purchased for use during the term of this Work Order, and applicable fees are shown in the table below. Microsoft Support Services are a non-refundable, prepaid service. Microsoft must receive Customer purchase order or payment before Microsoft commences or continues, as applicable, provision of Microsoft Support Services. If Customer issues a purchase order, Microsoft will invoice Customer, and Customer agrees to pay Microsoft within 30 calendar days of the date of Microsoft invoice. Microsoft reserves the right to adjust Microsoft fees prior to entering into any changes to the Microsoft Support Services ordered herein.

Services Summary	Billing Date	Fee USD
MI-City of Ann Arbor	8/25/2018	50,000
Subtotal		50,000
Total Fees (excluding taxes)		50,000

2.2. Support for Microsoft Products

Microsoft will provide support for Customer's licensed, commercially released and generally available Microsoft products, and cloud services subscriptions by Customer in Appendix A.

2.3. Customer Named Contacts.

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

Name of your Customer Support Manager (CSM) Jennifer Grimes		
Street Address 301 E. Huron St.		Contact E-Mail Address jgrimes@a2gov.org
City ANN ARBOR	State/Province MI	Phone 734-794-6555
Country United States	Postal Code 48104	Fax

3. Use, ownership, rights, and restrictions.

3.1. Products.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region. "Product Terms" means the document that provides information about Microsoft Products available through volume licensing. The Product Terms document is published on the Volume Licensing Site (<http://www.microsoft.com/licensing/contracts> or successor site) and is updated from time to time.

All products and related solutions provided under this Work Order will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Customer is responsible for paying any licensing fees associated with Products.

3.2. Fixes.

"Fixes" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to Customer when performing Professional Services (all support, planning, consulting and other professional services or advice, including any resulting deliverables provided to Customer under this Work Order, to address a specific issue. "Professional Services" means Product support services and Microsoft consulting services provided to Customer under this Work Order. "Professional Services" or "services" does not include Online Services, unless specifically noted.

Fixes are licensed according to the license terms applicable to the Product to which those Fixes relate. If the Fixes are not provided for a specific Product, any other use terms Microsoft provides with the Fixes will apply.

3.3. Pre-existing Work.

"Pre-existing Work" means any computer code or other written materials developed or otherwise obtained independent of this Work Order.

All rights in Pre-existing Work shall remain the sole property of the party providing the Pre-existing Work. Each party may use, reproduce and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services.

3.4. Services Deliverables.

"Services Deliverables" means any computer code or materials, other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services. Upon payment in full for the Professional Services, Microsoft grants Customer a non-exclusive, non-transferable perpetual, fully paid-up license to reproduce, use and modify the Services Deliverable, solely in the form delivered to Customer and solely for Customer's internal business purposes, subject to the terms and conditions of this Work Order.

3.5. Affiliates' rights.

"Affiliate" means any legal entity that a party owns, that owns a party, or that is under common ownership with a party. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

Customer may sublicense the rights contained in this subsection relating to Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights and Customer's Affiliates' use must be consistent with the license terms contained in this Work Order.

3.6. Restrictions on use.

Customer must not (and must not attempt to) (1) reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable, (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this Work Order; or (3) work around any technical limitations in the Products or Services Deliverables or restrictions in Product documentation. Except as expressly permitted in this Work Order, Customer must not (1) separate and run parts of a Product on more than one device, upgrade or downgrade parts of a Product at different times, or transfer parts of a Product separately; or (2) distribute, sublicense, rent, lease, lend, or use any Product, Fix, or Services Deliverable to offer hosting services to a third party.

3.7. Reservation of rights.

All rights not expressly granted are reserved to Microsoft.

4. Microsoft Professional Services Data Protection Addendum.

The Microsoft Professional Services Data Protection Addendum in effect on the effective date of this Work Order and available on the Volume Licensing Site at <https://aka.ms/ProfessionalServicesDPA> is incorporated herein by this reference.

5. Microsoft Contact

Customer contact for questions and notices about this Work Order.

Microsoft Contact Name	
Mark Haider	
Phone	Contact E-Mail Address
(701) 2816794 X16794	Mark.Haider@microsoft.com

Signature:

Name of person signing: Howard S. Lazarus

Title of person signing: City Administrator

Signature date:

Signature:

Name of person signing: Christopher Taylor

Title of person signing: Mayor

Signature date:

Signature:

Name of person signing: Stephen Postema

Title of person signing: City Attorney

Signature date:

Signature:

Name of person signing: Tom Crawford

Title of person signing: Chief Financial Officer

Signature date:

Signature:

Name of person signing: Jacqueline Beaudry

Title of person signing: City Clerk

Signature date: