



CITY CLEARING
ORIGINAL

Volume Licensing C-9181-1
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Enterprise Enrollment – State & Local Government Service Instance move and Replacement Enrollment Number for Office 365 for Government

Amendment ID CTM-

Enterprise Enrollment
("Enrollment" and "Lead
Enrollment") Number
Microsoft to complete

5612780

COGGCC-061416

Purpose of Amendment. Enrolled Affiliate originally ordered Office 365 for Enterprise Online Services under its Enrollment, identified above, but wishes instead to use Office 365 for Government Online Services subject to the terms and conditions of its Enrollment, as amended hereby. In order for Microsoft to complete Enrolled Affiliate's migration from Enterprise to Government services, a Replacement Enrollment Number must be assigned by Microsoft, and Enrolled Affiliate and Microsoft must perform a number of coordinated steps, as set forth in this Amendment.

Amendment. The parties agree the Enrollment identified above shall be amended as follows:

1. **Definitions.**

The following definitions shall apply solely to this Amendment. Other Capitalized terms used herein are defined in the Enterprise Agreement, Enrollment, and applicable documents incorporated therein, including but not limited to the SLA.

- a. **"Core GCC-Available Services"** are those component Online Services (each, part of Microsoft Office 365-Branded Services) that will be moved from E Servers to G Servers, as set forth below, and consist solely of the following: (i) Exchange Online; (ii) SharePoint Online with One Drive for Business; and (iii) Skype for Business (formerly Lync Online); and (iv) (if applicable) Project Online. Core GCC-Available Services may be licensed individually or as part of suites which may contain other component Online Services that are not Core GCC-Available Services and not intended to be migrated pursuant to this Amendment. Core GCC-Available Services do not include CRM Online Services or Azure-branded Online Services.
- b. **"Coordinator"** means the individuals assigned by each party to coordinate the Migration and SKU Transition, as described below in Section 2 and Appendix B, respectively. Enrolled Affiliate and Microsoft shall each appoint one Coordinator.
- c. **"E Servers"** means Microsoft's "public cloud" server infrastructure from which the Office 365-Branded Services (including but not limited to Core GCC-Available Services) were provided by Microsoft as part of Office 365 for Enterprise by Microsoft prior to the Migration.
- d. **"E SKU Original Orders"** mean the Reseller's purchase order(s) for E SKUs, submitted prior to the Migration, under the Lead Enrollment Number.
- e. **"Equivalent E SKU"** means the E SKU, as shown in Appendix C, which corresponds to the same-named service plan for Office 365 for Government. For example, with respect to Office 365 for Enterprise Plan Government E3, the Equivalent E SKU is Office 365 Enterprise Plan E3.

- f. **"Equivalent G SKU"** means the G SKU which corresponds to the same-named service plan for Office 365 for Enterprise. For example, with respect to Office 365 for Enterprise Plan E3, the Equivalent SKU is Office 365 for Government Plan E3.
- g. **"E SKU"** means a SKU for an Office 365 Service (or suite of services) branded as Office 365 for Enterprise.
- h. **"G Servers"** means Microsoft's server infrastructure from which the Core GCC-Available Services will be provided by Microsoft as Government Community Cloud Services (as defined in Appendix A), following Migration. For clarity, component services other than Core GCC-Available Services, e.g. Office 365 ProPlus and Yammer Enterprise, will continue to be provided from E Servers following Migration.
- i. **"G SKU"** means a SKU for an Office 365 Service (or suite of services) branded as Office 365 for Government, and for which the applicable Core GCC-Available Services are provisioned as Government Community Cloud Services (as defined in Appendix A) following Migration.
- j. **"G SKU Replacement Order"** means the single \$0 purchase order for Equivalent G SKUs that the Reseller submits under the Replacement Order Number, concurrent with the parties' execution of this Amendment, solely to replace the E SKU Original Orders.
- k. **"Lead Enrollment Number"** means the Enrollment Number identified above, which was assigned by Microsoft when the Enrollment was first executed, and which identifies the Enrollment in Microsoft's volume licensing databases. For clarity, on-premises software Product orders shall continue to be placed by Reseller under the Lead Enrollment Number.
- l. **"License Reassignment Date"** means the date upon which process of reassigning user accounts from E SKUs to G SKUs will be performed, in accordance with Section 2 (Step 3) of this Amendment, as part of SKU Transition.
- m. **"Migration"** means the technical process by which Microsoft will (a) move Core GCC-Available Services from E Servers to G Servers, and (b) reconfigure Microsoft's internal directory and databases in order to provision of Core GCC-Available Services on G Servers and to enable SKU Transition.
- n. **"Migration Period"** means the period during which Migration will take place. For clarity, the Migration Period will entail several different processes, and may span several weeks.
- o. **"Office 365-Branded Services"** include all Online Services listed as "Office 365 Services" in the most recent Online Services Terms. These include (but are not limited to) Core GCC-Available Services, as defined above.
- p. **"PCN"** means a unique customer database record (also called "Public Customer Number") assigned by Microsoft to one or more Agreements and/or Enrollment Numbers.
- q. **"Replacement Enrollment Number"** means the Enrollment Number, to be established by Microsoft upon execution of this Amendment, upon which Reseller will place the G SKU Replacement Order and all subsequent orders for Online Services associated with the Tenant. Microsoft will assign a new PCN for the Replacement Enrollment, distinct from the PCN previously assigned to the Lead Enrollment Number.
- r. **"SharePoint Read-Only Period"** means the period, lasting for the duration of the Migration, during which Enrolled Affiliate's SharePoint Online Service will be set to read-only mode, such that end users of that service will be unable to store or add new content. For clarity, unless Microsoft's Coordinator instructs Enrolled Affiliate to the contrary, all other component Online Services (e.g. Exchange Online, Skype for Business) are expected to remain fully-functional during Migration.

- s. **"SKU"** means a part number, also referred to as a stock keeping unit, used by Microsoft to represent a USL for an Online Service.
- t. **"SKU Transition"** means the process pursuant to which Microsoft makes changes to its volume licensing databases and systems, in order to enable Enrolled Affiliate's Reseller to order USLs for Office 365 for Government following Migration. For clarity, SKU Transition includes and requires, but is not limited to, the parties' execution of this Amendment (including but not limited to the terms and conditions of Appendix B, "SKU Transition Provisions") and Microsoft's receipt of the G SKU Replacement Order.
- u. **"SKU Transition Period"** means the temporary period, which commences upon Microsoft's processing of the G SKU Replacement Order and ceases upon a date to be determined by Microsoft in its sole discretion, during which Enrolled Affiliate will see (in the Tenant Administration Console) duplicate licenses corresponding to both (i) G SKUs ordered under the G SKU Replacement Order and (ii) their corresponding Equivalent E SKUs. For clarity, after the SKU Transition Period ends, Enrolled Affiliate will see, in its Tenant Administration Console, only those Licenses ordered under the Replacement Enrollment Number.
- v. **"SLA,"** when used in this Amendment, subject to the terms and conditions of section 3, below, means the version of Service Level Agreement(s) (as originally defined in the Enterprise Agreement) that apply to each of Enrolled Affiliate's subscriptions for Office 365-Branded Services, during the current term of the Enrollment.
- w. **"Subsequent Order"** means, following the Migration, each purchase order for Equivalent G SKUs and other Online Services SKUs (except Microsoft Azure Services) placed under the Replacement Enrollment Number, each in accordance with the terms and conditions of Appendix B, below.
- x. **"Tenant"** means the environment established by Microsoft on its multi-tenant servers, containing Enrolled Affiliate's Customer Data logically separated from that of other customers, from which Office 365-Branded Services are hosted for Enrolled Affiliate's Enterprise. More information 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/office-365-service-descriptions.aspx>.
- y. **"Tenant Administrator"** means any licensed user of an Office 365 Tenant that has their role set to "Global Administrator" in their profile settings in the Office 365 Tenant User Administration page of the Office 365 tenant portal in the Tenant Administrator Console.
- z. **"Tenant Administrator Console"** means the web-based administrative control application from which Enrolled Affiliate's Office 365 Tenant (and the operating environment(s) for certain other Microsoft Online Services) are managed by one or more Tenant Administrators appointed by Enrolled Affiliate.
- aa. **"USL"** means a User Subscription License for an Online Service. This may alternatively be referred to as "User SL" in some Microsoft contract documents.

2. Migration.

The parties acknowledge and agree to follow the steps below in this Section 2, in numerical order as listed below, to complete the Migration of Core GCC-Available Services from E Servers to G Servers. This Section 2 is not intended to be a technical manual for Office 365, nor a complete reference for provisioning procedures.

Step 1 – Preparation (to be completed before execution of this Amendment).

Microsoft and Enrolled Affiliate will each appoint a Coordinator, and the Coordinators will meet initially to discuss the technical requirements for Enrolled Affiliate's Migration.

Microsoft's Coordinator will present Enrolled Affiliate's Coordinator with a list of tasks (the "Task List") which must be completed by Microsoft and Enrolled Affiliate prior to and during the SKU Transition Period. Enrolled Affiliate agrees to work in good faith to expedite completion of all such tasks.

Task List items shall include, but not be limited to, the requirement to execute this Amendment in advance of both the License Reassignment Date and the Migration Period, with sufficient time for Microsoft to process the G SKU Replacement Order before the License Reassignment date.

In some cases, Task List items may include a requirement to deprovision certain Online Services from the Tenant, if such Online Services are incompatible with Government Community Cloud Services. The Coordinator will inform Enrolled Affiliate of any such requirement, and Enrolled Affiliate will be required to provide Microsoft with written authorization to deprovision such incompatible Online Services (and, if applicable, to delete any Customer Data associated therewith). Microsoft will not complete SKU Transition and will not perform Migration until such incompatible Online Services are deprovisioned.

The Coordinators shall work in good faith to schedule a License Reassignment Date which best accommodates both parties. Such License Reassignment Date should be scheduled at least two (2) weeks following Enrolled Affiliate's anticipated execution and submission to its Reseller of this Amendment, in order to allow sufficient time for the Reseller to route it to Microsoft for timely processing.

Step 2 – Initial Amendment Execution and Processing.

After completion of Step 1, above, Enrolled Affiliate shall (a) execute and submit this Amendment to its Reseller, and (b) authorize Reseller to submit the G SKU Replacement Order.

Representation. By executing this Amendment, Enrolled Affiliate represents that all pre-SKU Transition tasks assigned by Microsoft's Coordinator have been completed (or will be completed by the License Reassignment Date), and that the License Reassignment Date has been set no fewer than two weeks following the date it executed and submitted this Amendment to its Reseller, as set forth above in Step 1.

Pre-provisioning; Placeholder SKU Order; SKU Reassignment.

The G SKU Replacement Order must be processed by Microsoft prior to the Migration, and License Reassignment completed, in order to pre-provision new subscription licenses in Microsoft's systems for each existing licensed User.

Additionally, in the event that Customer is not already licensed and provisioned for at least one user account for Office 365 Plan E3 or E4 (or, alternatively, licensed and provisioned for at least one USL for each of the four Core GCC-Available Services defined above), then Microsoft will include with the \$0 G SKU Replacement Order a quantity of one (1) License for Office 365 Government E3 (the Placeholder SKU), at no cost. Immediately following Microsoft's processing of the order for the Placeholder SKU, Enrolled Affiliate shall ensure that a user account is assigned to the aforementioned USL, prior to Migration.

Unexpected delay. The parties agree that if either (a) the Reseller is unable to submit this executed Amendment (and G SKU Replacement Order) to Microsoft at least one week prior to the scheduled License Reassignment Date, or (b) all pre-SKU Transition tasks on the Task List have not been completed prior to the License Reassignment Date, the License Reassignment Date will be rescheduled for a later, mutually-convenient date and time (to be determined reasonably by the Coordinators).

Step 3 – SKU Transition and Migration.

Provided that all pre-SKU Transition tasks identified by Microsoft's Coordinator have been completed, and that this Amendment and G SKU Replacement Order have been submitted timely to Microsoft as set forth above and in Appendix B, Enrolled Affiliate shall run a PowerShell script on the License Reassignment Date in order to reassign all licensed users from E SKUs to the applicable Equivalent G SKUs.

Migration, as defined above, shall commence after the License Reassignment Date, and will be provided at no additional cost to Enrolled Affiliate. The Migration Period will be defined by Microsoft, in its sole discretion. For each Core GCC-Available Service to be migrated, Enrolled Affiliate will be notified, in the Tenant Administrator Console message center, of milestones in the Migration Period, as follows:

- Two weeks' notice prior to the move of Customer Data for each of the services, individually, to the G Servers; and
- Confirmation following the completion of each such move.

Any additional professional services Enrolled Affiliate may elect (e.g. reconfiguration of Enrolled Affiliate's on-premises Active Directory, if desired) are not included in the scope of this Amendment and must be contracted separately (and paid) by Enrolled Affiliate with Microsoft Consulting Services or a qualified 3rd party vendor of Enrolled Affiliate's choice. Microsoft does not anticipate that such additional professional services will be needed prior to Migration.

Step 4 – Ordering and Licensing requirements following Migration.

The parties agree that the terms and condition of Appendix B shall apply when ordering Online Services following the Migration.

3. Considerations for agreement terms and conditions, including SLA

Except as otherwise provided in this Amendment, all terms and conditions of the Enrollment originally applicable to Enrolled Affiliate's USLs for Office 365 for Enterprise, including but not limited to the SLA, shall apply to enrolled affiliate's use of Office 365 for Government following Migration.

Notwithstanding anything to the contrary in the SLA, Enrolled Affiliate agrees that SharePoint Read-Only Period (as defined above) shall constitute Scheduled Downtime (as defined in the SLA) and shall therefore not be eligible for a Service Credit.

4. Inapplicability of certain features; deletion of related Customer Data.

A. Azure-Provisioned Features.

When provisioned on the E Servers, certain Office 365-Branded Services SKUs include the following features (the "Azure-Provisioned Features") that are provisioned (and store Customer Data) in Microsoft's "public cloud" Azure service:

- (a) Power BI for Office 365
- (b) Sway
- (c) Video Integration with O365
- (d) Integration with Azure Workflows
- (e) Delve Analytics
- (f) Equivio Analytics for e-discovery
- (g) Microsoft Planner
- (h) Office 365 Customer Lockbox
- (i) Cloud PBX
- (j) Office 365 Management Activity API
- (k) Skype for Business Meeting Broadcast
- (l) Skype for Business Meeting Cloud PBX
- (m) Skype for Business Meeting Cloud PSTN Conferencing
- (n) Skype for Business Cloud PSTN Calling

As of the date this Amendment was provided to Enrolled Affiliate, most or all the above-referenced Azure-Provisioned Features are not yet available for Office 365 for Government. Microsoft is in the process of adding such features to Office 365 for Government, so please check with Microsoft prior to executing this Amendment to confirm whether any of the above features is then available.

Upon Migration, the unavailable Azure-Provisioned Features will no longer be available to Enrolled Affiliate, and all Customer Data associated with the unavailable Azure-Provisioned Features will be deleted. Enrolled Affiliate agrees that Microsoft shall not be liable for deletion of Customer Data related to Azure-Provisioned Features in accordance with these terms.

B. Yammer Enterprise

Yammer Enterprise is provided at no cost with certain SKUs for Office 365 for Enterprise, but not with the corresponding SKUs for Office 365 for Government. Yammer Enterprise cannot be provided from G Servers.

If Enrolled Affiliate relied before Migration upon its applicable Licenses for Office 365 for Enterprise in order to use Yammer Enterprise at no cost, or otherwise wishes to license Yammer Enterprise following SKU Transition, then upon Enrolled Affiliate's request (hereafter, the "Yammer Inclusion Request"):

- (i) Microsoft will include Yammer Enterprise with the G SKU Replacement Order in Appendix B, in the originally-entitled quantity, in order to continue Enrolled Affiliate's use of Yammer Enterprise; and
- (ii) The additional Yammer Enterprise Terms and Conditions in Appendix C to this Amendment shall apply.

ENROLLED AFFILIATE'S FAILURE TO SUBMIT THE YAMMER INCLUSION REQUEST MAY RESULT IN DEPROVISIONING OF THE YAMMER SERVICE, IN WHICH CASE MICROSOFT SHALL NOT BE LIABLE FOR THE LOSS OF CUSTOMER DATA IN THE YAMMER ENTERPRISE SERVICE.

5. **Government Community Cloud Provisions**

The terms and conditions of Appendix A ("US Government Community Cloud Amendment ID M306") shall apply both to (a) the Core GCC-Available Services after Migration is complete, notwithstanding the Office 365 for Enterprise SKUs which remain associated therewith prior to

SKU Transition, and (b) Enrolled Affiliate's other applicable purchases of Government Community Cloud Services.

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

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Appendix A – US Government Community Cloud Amendment (ID M306)

In addition to the terms and conditions set forth above, the parties agree that the Enrollment is amended as follows:

1. Section 1 (“Definitions”) of the Enrollment is hereby amended by adding the following:

“Azure Government Services” means one or more of the services or features Microsoft makes available to Enrolled Affiliate under this Enrollment and identified at <http://azure.microsoft.com/en-us/regions/#services>, which are Government Community Cloud Services.

“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.

“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 List.

“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. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Use Rights. The Use Rights for Online Services are published in the Online Services Terms. “Volume Licensing Site” means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. The following sentence is added to the end of Section 6(d) of the Enrollment (“Termination for cause”):

In addition, it shall be a breach of this Enrollment if non-government Enrolled Affiliate or any Affiliate in its Enterprise fails to meet and maintain the conditions of membership in the definition of Community.

3. The following new Section 7 is hereby added to the Enrollment:

7. Government Community Cloud

a. Community requirements. 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. 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 and this Amendment.

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.

e. Notwithstanding the Data Processing Terms section of the Online Services Terms, Azure Government Services are not subject to the same control standards and frameworks as the Microsoft Azure Core GCC-Available Services. The Microsoft Azure Trust Center describes the control standards and frameworks with which Azure Government Services comply.

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Appendix B – SKU Transition and Subsequent Order Provisions

The parties agree that the following terms and conditions shall apply.

1. **G SKU Replacement Order, Subsequent Orders, and applied credits.**

- a. **G SKU Replacement Order.** Concurrent with the parties' execution of this Amendment, the \$0 G SKU Replacement Order will be processed under the Replacement Enrollment Number, which such number will be assigned by Microsoft and noted in Section 4, below. For each Office 365 for Enterprise SKU contained in the E SKU Original Orders, the G SKU Replacement Order must contain an equal quantity of Equivalent G SKUs. For example, if the E SKU Original Orders, in aggregate, contain quantity 400 USL for Office 365 for Enterprise Plan E3 (and no other Office 365 USLs), then the G SKU Replacement Order must contain quantity 400 of Office 365 for Government Plan G3.

The G SKU Replacement Order will cover the usage period which (i) begins upon the effective date of each applicable Reseller purchase order, and (ii) ends upon the expiration of the current term of the Enrollment.

- b. **Subsequent Orders.** Following the processing of the G SKU Replacement Order, all Subsequent Orders for Online Services must be placed by Reseller using the Replacement Enrollment Number. As an exception to the preceding sentence, if Enrolled Affiliate has previously purchased Microsoft Azure Services under the Lead Enrollment Number using Azure Monetary Commitment SKUs, any subsequent orders for such Microsoft Azure Services shall be placed on the Lead Enrollment Number.

The parties acknowledge and agree that Microsoft's price protection for SKUs previously ordered on the Enrollment, during the remainder of the current Enrollment term, shall apply to Equivalent G SKU Subsequent Orders under on the Replacement Enrollment Number. For clarity, "price protection" means Microsoft commitment to invoice the Reseller for Subsequent Orders of Online Services SKUs, once each SKU is initially ordered, based upon the originally-applicable confidential monthly per-user net price. Enrolled Affiliate's actual price will be determined by separate agreement between Enrolled Affiliate and Reseller.

- c. **Applied credit.** In determining Reseller's \$0 net cost for the G SKU Replacement Order, Microsoft has applied a credit toward all quantities of Equivalent G SKUs, based upon the overlapping (both pre-paid and to-be-paid) paid subscription coverage of the corresponding Office 365 for Enterprise SKUs on the E SKU Original Orders. Because the per-unit costs of Office 365 for Enterprise SKUs and their corresponding Equivalent G SKUs are intended to be the same, the Reseller's cost for the G SKU Replacement Order will therefore be \$0. Such credit will not be applied to Subsequent Orders.
- d. **Compliance with ethics laws.** The G SKU Replacement Order (including the Placeholder SKU Order, if applicable) is required solely for purposes related to Microsoft's internal operations, in order to enable future orders for each of the Core GCC-Available Services to be provisioned on the G Servers after the Migration. It is not intended as a gift, nor provided for non-government or personal use by government employees. It is the intent of Microsoft that the terms of this Amendment, and the \$0 G SKU Replacement Order, be in compliance with all applicable federal, state and local laws and regulations. By executing this Amendment, Enrolled Affiliate represents that it has reviewed this provision with the responsible ethics officer, attorney, or executive officer responsible for compliance with Enrolled Affiliate gifting/ethic policies.

e. **Continuation of payments for Original E SKU Orders.** In recognition of the credits applied by Microsoft toward the Reseller's cost for the G SKU Replacement Order, Enrolled Affiliate hereby agrees that:

- (i) It will continue to make payments to Reseller for all E SKU Original Orders, including future annual payments (if any) scheduled for such orders; and
- (ii) Other than as set forth herein, it will not be entitled to any other credits or refunds for amounts paid and payable pursuant to the E SKU Original Orders and/or E SKU Subsequent Orders.

f. **Replacement License Reservations.**

In the event that Enrolled Affiliate, as of the date this Amendment is processed, has active License Reservations on the Lead Enrollment Number for one or more Online Services, then such License Reservations will be replicated on the Replacement Enrollment Number upon execution of this Amendment.

The table in Section 5 of this Appendix B, below, has been prepared by Microsoft, and shows all Licenses (if any) that Enrolled Affiliate has reserved (but not yet submitted True-Up orders for) as of the date Microsoft provided this Amendment to Enrolled Affiliate (collectively, "Replacement License Reservation." For each E SKU which was reserved on the Lead Enrollment Number, the Replacement License Reservation includes the Equivalent G SKU.

Enrolled Affiliate must notify Microsoft in the event that any new License Reservations are placed on the Lead Enrollment Number between the date Microsoft prepared this Amendment and the date Enrolled Affiliate executes and submits this Amendment to its reseller. Additionally, if Enrolled Affiliate submits its True-Up orders for any previously reserved Licenses shown in Section 5, below, prior to its execution of this Amendment, Enrolled Affiliate must notify Microsoft of this fact. Microsoft will then update the Replacement License Reservations accordingly, to add or remove Licenses from the table in Section 5, prior to the parties' execution of this Amendment. Before executing this Amendment, Enrolled Affiliate shall be responsible for ensuring that all originally reserved Licenses are included for in the Replacement License Reservation, in order to ensure sufficient Licenses are available in the Tenant following SKU Transition.

Enrolled Affiliate agrees that all True-Up order requirements applicable to Licenses reserved under the Lead Enrollment Number shall apply instead to the Licenses reserved for the Replacement Enrollment Number pursuant to the Replacement License Reservation. Provided that Enrolled Affiliate complies with this requirement, it shall not be required to submit a true up order for the originally-reserved Licenses on the Lead Enrollment Number.

g. **License Entitlements during SKU Transition Period.** During the SKU Transition Period, Enrolled Affiliate shall only be entitled to deploy a number of user accounts, for any given Online Service, that is equal to the lesser of (a) the number of the E SKU(s) ordered for such service via the Original E SKU Orders and Replacement License Reservation; or (b) the number of corresponding Equivalent G SKUs ordered for such service via the G SKU Replacement Order.

h. **SLA Credits associated with the G SKU Replacement Order.** For purposes of calculating Service Level Agreement credits (if any) due to Enrolled Affiliate following the parties' execution of this SKU Transition Amendment, the monthly prices applicable to the Original E SKU Orders shall be applied, in lieu of the \$0 price paid for the credited G SKU Replacement Order.

2. Replacement Enrollment Number terms.

- a. Microsoft will create a new PCN for the Replacement Enrollment Number.
- b. The individual identified in Section 4 as Online Services Manager for the Replacement Enrollment Number must be listed (as identified by email address) as a "Global Administrator" in the Tenant Administrator Console. This will ensure an automatic association between the Replacement Enrollment Number and the Tenant. Enrolled Affiliate must not list any email address associated as an Administrator with a different Tenant. Notwithstanding the foregoing, if the Online Services Manager receives an activation email with instructions either to "Sign In" to an existing Tenant or "Sign Up" for a new Tenant, they should choose the "Sign In" option, and should sign in using their administrative credentials.
- c. Notwithstanding that the Replacement Enrollment Number will appear as if it represents a separate Enrollment in Microsoft's Volume Licensing Servicing Center ("VLSC"), it shall remain associated with the original Enrollment amended hereby. Enrolled Affiliate acknowledges and agrees that it is the sole Enrolled Affiliate, and sole Licensee, with respect to all Licenses purchased under the Replacement Enrollment Number, and will be solely responsible for compliance with all terms and conditions of the Enrollment.
- d. The effective date, term, anniversary dates and payment dates for the Replacement Enrollment Number shall coincide with those of the Lead Enrollment Number identified above.
- e. Following the Migration:
 - i. All Online Services Product Licenses shall be ordered on the Replacement Enrollment Number in accordance with Section 1 of this Appendix B, above; and
 - ii. All on-premises software Product Licenses must be purchased under the Lead Enrollment Number, including but not limited to Enterprise Products, Bridge CALs (if applicable) and on-premises Additional Products.
- f. Except as modified or supplemented by the terms and conditions of this Appendix A, all terms and conditions applicable to true-up orders for Office 365 for Enterprise USLs under the Enrollment shall be deemed to apply to true-up orders for Office 365 for Government USLs under the Replacement Enrollment Number, and such orders must comply with the requirements set forth in the Enrollment under the Section titled "Order Requirements."
- g. The Replacement Enrollment Number must be managed separately from the Lead Enrollment Number in VLSC (or a successor site) by the individual whose name and contact information is identified in Section 4, or by other individuals to whom that individual may delegate such management responsibilities.
- h. Enrolled Affiliate acknowledges and agrees that free media (e.g., CD/DVD-ROM) kits will not be shipped pursuant to the Replacement Enrollment Number. Physical media shipments may only be ordered by the Enrolled Affiliate under the Lead Enrollment.
- i. Enrollment acceptance and order reminders will be sent to contact(s) identified for the Lead Enrollment Number only.

3. Common Enrollment information for Replacement Enrollment Number and PCN based upon Lead Enrollment Number.

The following information will be applied to both Lead Enrollment Number and Replacement Enrollment Number (and their associated PCNs) based upon the information provided for the Lead Enrollment Number, as well as any change requested to such information. Changes to individual the Replacement Enrollment Number for these details will not be allowed.

- a. **Primary Contact.** For purposes of delineating enrollments, the Replacement Enrollment will be delineated from the Lead Enrollment uniquely in the Enrollment details to be displayed on VLSC with the following format "Tenant-Lead Enrollment Number-Tenant

Affiliate Entity Name". This entity name must be provided in Section 4 for this Amendment under Tenant Affiliate Entity Name. The individual contact identified as Primary contact will be the same individual with the same physical address across both Replacement Enrollment Number and Lead Enrollment Number.

- b. Notices Contact and Online Administrator
- c. Microsoft Account Manager
- d. Media Delivery Address
- e. Billing contact and Software Advisor/Reseller information
- f. Financing and Tax Elections as provided in the Lead Enrollment

Replacement Enrollment Number Information.

MUST BE PREVIOUSLY ASSOCIATED AS GLOBAL ADMINISTRATOR FOR TENANT BEING MIGRATED

Replacement Enrollment Number (Microsoft to Complete)	Profile ID	Reseller's Purchase Order Number for G SKU Replacement Order	Tenant Affiliate Entity Name	Online Services Manager Contact Details
	GCC		GCC	Contact name: First: Christian Last: Polintan Contact email address: cpolintan@glendaleaz.com Street address: 6835 N. 57 th Drive City: Glendale State/Province: AZ Postal code: 85301-3218 (For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx) Country: USA Phone: 623-930-2903 Fax: 623-939-8113 Is this contact a third party (not Enrolled Affiliate)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

Remainder of page intentionally left blank.

4. G SKU Replacement Order

The following information in this section 4, when completed by both Microsoft and Reseller, constitutes Reseller's G SKU Replacement Order. Microsoft will invoice Enrolled Affiliate's Reseller for all applicable SKUs at \$0. Reseller must sign where indicated below.

G SKU Replacement Order Details			
Purchase Order Number (Reseller to complete)	Price for all SKUs in order	Usage Date	Coverage Period End Date
	\$0.00	Upon execution of this Amendment	Same as Lead Enrollment

SKUs to be ordered (Microsoft to complete):

Part Number	SKU Description	Quantity
DSD-00030	DynCRMONlnPro ShrdSvr ALNG SubsVL MVL Restricted PerUsr	5
R7W-00001	DynCRMONlnBasic ShrdSvr ALNG SubsVL MVL PerUsr	1
AAA-11894	O365GovE3 ShrdSvr ALNG SubsVL MVL PerUsr	1,951


 Reseller signature

Maraike Najimian
 Name (printed)

7/5/16
 Date

Remainder of page intentionally left blank.

5. Replacement License Reservation

In accordance with Section 1(f) of this Appendix B, above, Enrolled Affiliate hereby instructs Microsoft to process the Replacement License Reservation for the Reserved Licenses shown in the table, below. In the event that no Licenses are shown in this table, no Replacement License Reservation shall apply.

The date shown below for each Reserved License corresponds to the date upon which the Reserved Licenses they replace were originally reserved under the Lead Enrollment Number. Such dates will be considered used by Enrolled Affiliate (usage date) for pricing and billing purposes. Enrolled Affiliate will receive a confirmation from Microsoft once the License Reservation is complete.

Quantity	Online Service ¹	If stepping-up ² from another Online Service, please indicate which service entity is stepping up from.	Original Reservation Date

* Required fields

¹ IDs that follow the Office 365 for Government Services name are for Microsoft Internal Use Only.

² For step-ups to Office 365 for Government requiring Transitions, entity's true-up or annual order will include Transition Licenses vs. step-up Licenses.

Remainder of page intentionally left blank.

Appendix C – Yammer Enterprise Terms and Conditions

Solely in the event that Enrolled Affiliate includes Yammer Enterprise in its G SKU Replacement Order shown in Appendix B, the following additional terms and conditions shall apply:

1. Defined terms.

“Yammer Enterprise” means the multi-tenant service offering, Yammer Enterprise, as described in the Product Terms.

2. Additional Rights to Yammer Enterprise

Enrolled Affiliate has, in its G SKU Replacement Order, purchased user subscription licenses (“USLs”) under the Enrollment for at least one of the following Office 365 for Government offerings (“Qualifying Office 365-G Suites”).

- Office 365 Government E1 (formerly G1)
- Office 365 Government E3 (formerly G3)
- Office 365 Government E4 (formerly G4)

Following its execution of this Amendment, each of Enrolled Affiliate’s users assigned to a USL for a Qualifying Office 365-G Suite is entitled to use Yammer Enterprise for the duration of the USL subscription term, at no additional cost, subject to the terms and conditions of this Appendix C. Enrolled Affiliate may also purchase Yammer Enterprise USLs from its Reseller, for its other users who are not licenses for a Qualifying Office 365-G Suite, by ordering additional Yammer Enterprise USLs at the then-current price for such USLs. Enrolled Affiliate may not assign any Yammer Enterprise USLs provided at no additional cost under these Appendix C terms and conditions to any users that are not assigned to a Qualifying Office 365-G Suite.

Microsoft’s provision of Yammer Enterprise under the Enrollment will be subject solely to the terms of the Enrollment, Agreement, Online Services Terms and Product Terms that are applicable to Yammer Enterprise, except as otherwise provided in this Appendix C.

Yammer Enterprise is provided in a “public cloud,” not in a “community cloud,” as such terms are defined in NIST Special Publication 800-145. It is not a Government Community Cloud Service, and is neither part of, nor a component of, Office 365 for Government.

In the event that Microsoft integrates Yammer Enterprise features or functionality into any Office 365 for Government Online Service, Microsoft makes no representation or warranty that Enrolled Affiliate will be able to migrate its Customer Data from Yammer Enterprise to Office 365 for Government, nor that any such migration (if possible) will be performed by Microsoft at no cost.

In order to provide Yammer Enterprise to eligible users of Qualifying Office 365-G Suites at no additional cost as set forth above, Microsoft will invoice Enrolled Affiliate’s Reseller for the applicable SKU at \$0, for a quantity of Yammer Enterprise not to exceed, in aggregate, the total number of Licenses Enrolled Affiliate has purchased for Office 365-G Suites. Enrolled Affiliate may be required to issue a purchase order to its Reseller for this.

In the event that Enrolled Affiliate adds more USLs for Qualifying Office 365-G Suites to its Enterprise during the remainder of the Enrollment’s term, it may request additional Yammer Enterprise USLs for the users of such Suite USLs, but will not be entitled to any credit or refund for amounts paid for Yammer Enterprise USLs for any such users before they became licensed for Qualifying Office 365-G Suites. Such addition may require Enrolled Affiliate to execute an additional amendment, which will be consistent with the terms and conditions of this Appendix C.

It is the intent of Microsoft that the terms of this amendment, and the provision of Yammer Enterprise at \$0 (for the limited purpose set forth above), be in compliance with all applicable federal, state and local laws and regulations. All Products are provided under this Appendix C for the sole use and benefit of Enrolled Affiliate for its government functions only, and are not provided for use by or personal benefit of any government employees.

This Appendix C shall automatically terminate upon any termination or expiration of the Enrollment. In addition, Microsoft shall have the right to immediately terminate these Appendix C terms and conditions in the event Customer breaches any obligation herein.

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

Program Signature Form

MBA/MBSA number		COGGCC-061416
Agreement number	01E73205	

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

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

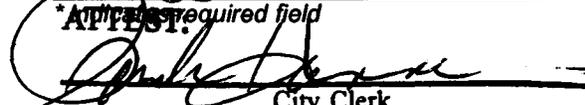
This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

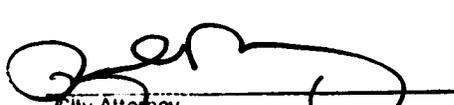
Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment	CTM- (5612780)

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)*	City of Glendale
Signature*	
Printed First and Last Name*	Christina Polintan
Printed Title	Application Analyst
Signature Date*	6/23/16
Tax ID	86-6000247

* **Approved** required field

 City Clerk

 City Attorney

Approved as to form

Microsoft Affiliate	
Microsoft Corporation	
Signature <u>D. Rotubell</u>	 Microsoft Microsoft Corporation JUL 19 2016 Dakota Bell Duty Authorized on behalf of Microsoft Corporation
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date <u>07/19/2016</u> (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 physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

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

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