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Volume Licensing

Amendment to Contract Documents

C-9181-2
06/23/2016

Enterprise Enrollment (Indirect) Microsoft Dynamics CRM Online for Government Amendment ID M296

Enrollment number
Microsoft to complete for initial
term
Government Partner to complete
for renewal

5612780

COGCRM-061316

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

The parties agree that the Enrollment is amended as follows:

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

"CRM Online for Government" means the Microsoft Dynamics CRM Online services provisioned in multi-tenant data centers for exclusive use by or for the Community, excluding (1) Microsoft Dynamics CRM for supported devices, which includes but is not limited to Microsoft Dynamics CRM Online services for tablets and/or smartphones; and (2) all separately-branded services made independently available with Dynamics CRM Online. Separately-branded services that may be made available with or in addition to CRM Online for Government are not offered for the exclusive use of the Community. In addition to the Security Policy referred to in Section 7, Technical and configuration information about CRM Online for Government is available in the service documentation located at <http://go.microsoft.com/fwlink/?LinkID=523874>, or a successor location as communicated by Microsoft.

"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.

"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 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 Terms. 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 Enrolled Affiliate or any Affiliate in the Enterprise fails to maintain its status as a member of the Community.

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

7. CRM Online for Government

- a. **Terms and conditions applicability.** All terms and conditions applicable to Dynamics CRM Online Services also apply to CRM Online for Government, except as otherwise noted in the Product Terms and this Amendment.
- b. **Community Use Rights.** Enrolled Affiliate certifies that it is a member of the Community and agrees to use CRM Online for Government solely in its capacity as a member of the Community and for the benefit of end users that are members of the Community. Use of CRM Online for Government 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 CRM Online for Government without notice. Enrolled Affiliate acknowledges that only Community members may use CRM Online for Government.
- c. **Use Rights for CRM Online for Government.** For CRM Online for Government, notwithstanding anything to the contrary in the Use Rights:
- (i) Customer Data will be stored and processed solely within the continental United States.
 - (ii) CRM Online for Government will be offered only within the United States.
 - (iii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iv) In the event that a Government regulator or other Government body with equivalent supervisory authority over Customer (“Regulator”) formally requests to access the CRM Online for Government operations and controls, Customer will diligently attempt to resolve that request directly with the Regulator through use of information and resources Microsoft makes generally available to customers. Customer will at all times have access to its Customer Data (but not Customer Data of other Community members) using the standard features of the service and may delegate such access to representatives of the Regulator.
 - (v) In the event the Regulator determines that information available through these mechanisms is insufficient to address the Regulator’s stated objectives, and provided that Customer and Microsoft have not otherwise agreed upon an inspection or audit process, upon Customer’s written confirmation that the Regulator has supervisory authority over Customer to make such a request, Microsoft will provide the Regulator with the opportunity to communicate with Microsoft’s auditor at Customer’s expense and, if required by the Regulator, a direct right to examine the CRM Online for Government Services, including examination on premises. Regulator only will be allowed to access information about Customer. Customer will be liable for Microsoft’s reasonable additional costs associated with such examination. For clarity, Microsoft and Customer are committed to working together in good faith to resolve a Regulator request through discussion and interaction between Customer, Microsoft, and the Regulator. In the event that Customer and Microsoft have agreed upon a separate inspection or audit process, such process shall apply in lieu of this right.
 - (vi) In addition, the “Certifications and Audits” section of the Use Rights is replaced with the following:

Microsoft will seek to secure and use commercially reasonable efforts to maintain a provisional Authority to Operate (ATO) from the Federal Risk and Authorization Management Program (FedRAMP) Joint Authorization Board (JAB) or Federal Agency for CRM Online for Government. On a confidential need-to-know basis, and subject to Enrolled Affiliate’s non-disclosure obligations to Microsoft and additional obligations required by the Government, Microsoft will make the system security plan

available to Enrolled Affiliate and/or Government end customers, along with other information reasonably requested by Government end customers regarding Microsoft security practices and policies (collectively, the "Security Policy"); provided, however, that Microsoft may redact information from the Security Policy or provide a summary thereof if such information would compromise the security of Microsoft's information technology environment or the confidentiality of any third-party's confidential information. Customer is solely responsible for reviewing the Security Policy, making an independent determination as to whether the Security Policy meets Customer's requirements, and for ensuring that Customer's personnel and consultants follow the guidelines they are provided regarding data security.

4. The new terms and conditions shall apply to Customer's use of CRM Online for Government when the Customer requests in writing to Microsoft to assist in migrating Customer Data from its existing Microsoft Dynamics CRM Online instance to CRM Online for Government:

CRM Online for Government Customer Migration

- a. The following definition is hereby added for purposes of this Amendment.

"External Information System" means an information system or component of an information system that is outside CRM Online for Government and for which Microsoft has no direct control over the application of required security controls or the assessment of security control effectiveness, or is subject to security control standards different from those applied to CRM Online for Government.

- b. Customer acknowledges that

- (i) as of the effective date of the Enrollment, it is licensing a subscription to Microsoft Dynamics CRM Online, which entails a number of online services instance(s) and User Subscription Licenses (USL);
- (ii) it has requested Microsoft to assist Customer in migrating Customer Data from Microsoft Dynamics CRM Online to CRM Online for Government, including but not limited to instance(s) and USLs;
- (iii) its decision to migrate Customer Data to or license CRM Online for Government is voluntary. Customer is free to remain on its current Microsoft Dynamics CRM Online subscription for the rest of its term.
- (iv) it has requested Microsoft to maintain the current functionality offered by the existing Microsoft Dynamics CRM Online and the interconnections to External Information Systems that provide such functionality; notwithstanding the foregoing, Customer acknowledges that technical variations could be experienced as a result of the migration to CRM Online for Government, this includes but it is not limited to a new Uniform Resource Locator (URL);
- (v) if Customer requests Microsoft to enable interconnections to External Information Systems on behalf of the Customer, Microsoft will not be obliged to configure the interconnections and will require Customer to set the configurations, including authentication parameters, necessary to enable said interconnection; for clarification purposes only, interconnections set to External Information Systems could allow Customer Data to be exported and shared with External Information Systems subject to separate privacy statements and licensing terms, Customer hereby declares that it has reviewed and consented to enable all interconnections that could export data to External Information Systems, which Customer request Microsoft to configure on its behalf;
- (vi) unforeseeable technical obstacles could prevent Microsoft from conducting a migration of Customer Data to CRM Online for Government; and
- (vii) it will diligently respond to Microsoft upon any inquiry or request associated with the migration to CRM Online for Government and provide reasonable assistance necessary to resolve any technical issues that Microsoft or Customer may encounter while conducting the migration aforementioned.

- c. The parties agree that Microsoft will provide reasonable commercial assistance to Customer to migrate Customer Data to a new CRM Online for Government instance, allowing Customer to maintain interconnections to the External Information Systems listed in this Amendment. Microsoft further disclaims to Customer that as a consequence of procuring a migration to CRM Online for Government, the following events could be experienced by the Customer:
- (i) Online services fees may increase;
 - (ii) Service offerings and USLs may not map directly to your current service or subscription plans; Microsoft may offer you a service offering or USLs that best resemble your current plan for Microsoft Dynamics CRM Online;
 - (iii) Customer will continue to license Microsoft Dynamics CRM Online Professional USLs and not Microsoft Dynamics CRM Online Professional for Government USLs until the expiration of this Enrollment term. If Customer opts to renew the Enrollment upon expiration, Customer will license Microsoft Dynamics CRM Online Professional for Government USLs on the renewed Enrollment.
 - (iv) Customer may not be able to access Customer Data stored in CRM Online for Government until its corresponding passwords to encryption keys are entered;
 - (v) Access to Online Services that have not been identified in any Microsoft online service offering for government could be affected; and
 - (vi) the information contained in this Amendment is not an exhaustive list of events Customer may experience when transitioning to CRM Online for Government.
- d. As a condition precedent to completing the aforementioned migration to CRM Online for Government, Customer agrees to execute the actions listed below. Failure to timely complete the actions described below will excuse Microsoft from completing the migration:
- (i) Customer will create new credentials or re-assign USLs to authenticate access to CRM Online for Government; and
 - (ii) Customer will confirm configuration of external hyperlinks, web-services, software or command-shortcuts.
- e. Customer agrees and acknowledges that as Microsoft exerts reasonable commercial efforts to enable interconnections to External Information Systems on behalf of Customer, Customer hereby consents to establish interconnections to and to share Customer Data with the External Information Systems listed in this Appendix.
- f. The following list indicates the External Information Systems, including non-Microsoft software (if any), that Customer instructs Microsoft to enable on its behalf in CRM Online for Government. Microsoft disclaims any obligation to assist in the migration of any other External Information System not disclosed in this Amendment.

External Information Systems	Description
Bing Maps	Enabling access to Bing Maps from within CRM Online for Government instance to enable graphical representations of street addresses. Street Address information could be shared with Bing Maps.
Email Configuration	Mailbox configuration settings for processing incoming/outgoing email in CRM Online for Government. Configuration data could be shared with an external mailbox processing service.
Yammer Configuration	Yammer is a separate service that provides users one place to have conversations, create and edit documents, and share information. Configuration settings, end user information and content stored in CRM Online for Government could be shared with Yammer.
Microsoft Social Engagement Configuration	Microsoft Social Engagement (MSE) collects data from social media websites and presents it to Customer in easy-to-consume charts and graphs that can be used to spot

	emerging trends. Configuration information or End User Identifiable Information stored in CRM Online for Government could be shared with MSE.
Microsoft Dynamics CRM Email Router	Separately licensed application that establishes a connection to an email system (e.g. Exchange, POP3, SMTP) for purposes of processing incoming or outgoing email in Microsoft Dynamics CRM Online.
Parature, from Microsoft	Parature is a service that delivers consistent customer care/support anytime, anywhere through a combination of knowledge management, self-service and multi-channel engagements. Configuration settings, end user information and content stored in CRM Online for Government could be shared with Parature.
Microsoft Dynamics Marketing	Microsoft Dynamics Marketing (MDM) is an integrated marketing resource management solution for marketing operation, planning, execution, and analytics across all channels—email, digital, social, SMS, and traditional. Configuration settings, end user information and content stored in CRM Online for Government could be shared with MDM.
Voice of the Customer	Voice of the Customer (VoC) is a rule-based, multi-channel enterprise feedback management feature that adds out-of-the-box survey functionality to Dynamics CRM Online. Configuration settings, end user information and content stored in CRM Online for Government could be shared with VoC.
Dynamics CRM Mobile Offline	Dynamics CRM Mobile Offline (Mobile Offline) enables users to access content from their mobile applications while working offline via automatic synchronization of local changes to Dynamics CRM Online. Configuration settings, end user information and content stored in CRM Online for Government could be shared with Mobile Offline.
Next Generation Search	Next Generation Search (Search) matches words in the search box across enabled entities for a multi-entity quick-find experience. Configuration settings, end user information and content stored in CRM Online for Government could be shared with Search.
Other External Information Systems Using Non-Microsoft Software Installed in Dynamics CRM Online	Customizations installed in CRM Online for Government may allow Customer to make calls to External Information Systems and share Customer Data with third parties. To the extent that Customer requests Microsoft to configure these customizations on his behalf, Customer hereby provides consent to enable the corresponding interconnection established with the External Information System for purposes of sharing and processing Customer Data. This section applies to all potential customizations that could be installed in the existing Dynamics CRM Online instance, which the Customer requests Microsoft to migrate to CRM Online for Government.

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.

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

Microsoft Internal Use Only:

EnrAmend(CRM Online for Government)(WW)(ENG)(May2016)		M296	BD
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Program Signature Form

MBA/MBSA number

Agreement number **01E73205**

COGCRM-061316

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.

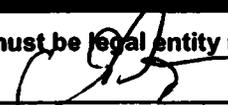
This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

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	M296 (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* Christian Pelintan

Printed Title Application Manager

Signature Date* 6/23/16

Tax ID 86-6000247

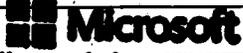
* indicates required field

Approved as to form

ATTEST:


City Clerk


City Attorney

Microsoft Affiliate	
Microsoft Corporation	
Signature <i>Dakota Bell</i>	 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 <i>07/19/2016</i> (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.

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 Dept. 551, Volume Licensing
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 Reno, Nevada 89511-1137
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