Microsoft Enterprise Services Work Order

(For Microsoft Internal Purposes Only)

DORV1912-245352-289302

Work Order Number

This Work Order consists of the terms and conditions below, and the provisions of the Microsoft Master Services Agreement (MSA) reference U7820914, effective as of 11/14/2007 (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)	Name
City of Greensboro	**Microsoft Corporation**
Signature	Signature
Name of person signing (please print)	Name of person signing (please print)
Title of person signing (please print)	Title of person signing (please print)
Signature date	Signature date (effective date)

Name of Customer or its Affiliate that executed the Agreement (if different from Customer above)

Customer invoice information	
Name of Customer City of Greensboro	Contact Name (Receives invoices under this Work Order) Kiran Purswani
Street Address 300 W Washington St	Contact E-Mail Address kiran.purswani@greensboro-nc.gov

City Greensboro	State/Province North Carolina	Phone 336-373-2541
Country United States	Postal Code 27401-2624	Fax

1. Support Services and Fees.

1.1. Term.

Microsoft Enterprise Support Services will commence on 12/1/2019 (the "Support Commencement Date") and will expire on 11/30/2020 (the "Support Expiration Date").

1.2. Description of the 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 http://www.microsoft.com/en-us/microsoftservices/PubSec-support-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

City of Greensboro Advanced Support FY20 US - SLG - Southeast 12/1/2019 - 11/30/2020		
Quantity	Service	Service Type
Included	Advanced Advisory Support Hours As-needed	Advisory Services
1 ea	Advanced Built-in Proactive Services • Advanced Built-in Proactive Services - Generic	Administrative
Included	Advanced Problem Resolution Hours As-needed	Problem Resolution Support

Included	Advanced Service Delivery Management	Service Delivery Management
1 ea	Modern Service Management - Cloud Success Plan Generic	IT Service Management
Included	On-demand Assessment	On-Demand Assessment
1 ea	On-Demand Assessment - Setup and Config Service	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

City of Greensboro Advanced Support Add on FY20 US - SLG - Southeast 12/1/2019 - 11/30/2020		
Quantity	Service	Service Type
4 ea	Onsite Visit	Onsite Support
350 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

1.3. 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
City of Greensboro Advanced Support FY20	12/1/2019	95,031
City of Greensboro Advanced Support Add on FY20	12/1/2019	49,868
Subtotal		144,899
Software Assurance Benefits		(39,450)
Total Fees (excluding taxes)		**105,449**

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.

1.4. Customer Named Contacts. Any changes to the named contacts should be submitted to Microsoft Contact.

Name of Customer Support Service Administrator			
Rodney Roberts			
Street Address		Contact E-Mail Address	
Technology Department,		rodney.roberts@greensboro-nc.gov	
300 West Washington Street			
City	State/Province		Phone
Greensboro	North Carolina		336-412-6158
Country	Postal Code		Fax
United States	27401		

Use, ownership, rights, and restrictions.

1.5. 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.

1.6. 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.

1.7. 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.

1.8. 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.

1.9. Affiliates' rights.

"Affiliate" means any government agency, department, office, instrumentality, division, unit or other entity of Customer's state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer; together with, as mandated by law, any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality located within Customer's state jurisdiction and geographic boundaries; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates.

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.

IRAN DIVESTMENT, AND DIVESTMENT FROM COMPANIES BOYCOTTING ISRAEL ADDENDUM

The City of Greensboro (hereinafter "City") and NWN Corporation (hereinafter "Contractor") agree to amend the Professional Services Agreement entered into on or about July 22, 2019 by adding the following two paragraphs as follows:

Iran Divestment Act Certification

As of the date of this Agreement, the Contractor certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to NCGS 147-86.58 and that the Contractor will not utilize any subcontractor found on the State Treasurer's Final Divestment List.

Divestment From Companies Boycotting Israel Act Certification

As of the date of this Agreement, the Contractor certifies that it is not listed on the Final Divestment and Do-Not-Contract List - Restricted Companies Boycotting Israel created by the State Treasurer pursuant to N.C.G.S. 147-86.81 and that Contractor will not utilize any subcontractor found on the State Treasurer's Final Divestment and Do-Not-Contract List.

It is expressly agreed by the parties that this Addendum is supplemental to the Professional Services Agreement executed on or about July 22, 2019, which is incorporated herein by reference, and all terms, conditions, and provisions of the original Agreement apply to this Addendum and are made a part hereof as though expressly rewritten, incorporated, and included herein. In the event of any conflict, inconsistency, or incongruity between the provisions of this Addendum and any of the provisions of the original Agreement or previous addendums, the provisions of this Addendum shall in all respects govern and control.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the _____ day of _____, 201___.

_____
Signature   Date

_____
Title