

Dane County Contract Cover Sheet

Res 387
Significant

Dept./Division	Administration / Information Management
Vendor Name	CDW Government LLC
Vendor MUNIS #	1244
Brief Contract Title/Description	Purchase of Microsoft License Server and Cloud Enterprise Agreement
Contract Term	5/1/2021 - 4/30/2024
Total Contract Amount	\$ 1,047,420.00

Contract # <small>Admin will assign</small>	14293
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)	
	<input checked="" type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	CPINFMGT	Obj Code	57845	Amount	\$ 1,047,420.00
Req #	Org Code		Obj Code		Amount	\$
Year	2021	Org Code		Obj Code		\$

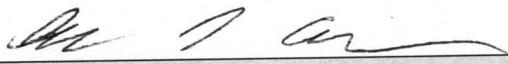
Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.		
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.		
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Res #
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		Year 2021

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	3/4/21		
	Controller			
	Purchasing			approvals from all departments via email attached herein
	Corporation Counsel			
	Risk Management			
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Sam Olson	Name	Patrick McCormack
Phone #	608-284-4801	Phone #	312-705-5675
Email	Olson@countyofdane.com	Email	patrick.mccormack@cdw.com
Address	210 Martin Luther King Blvd Jr Rm 524, Madison WI 53703	Address	230 N Milwaukee Ave Vernon Hills, IL 60061

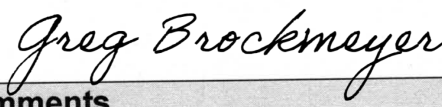

Certification:	
The attached contract is a:	
<input checked="" type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
	Signature	Date
Dept. Head / Authorized Designee		3/3/21
	Printed Name	
	Sam Olson	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

	Signature	Date
Director of Administration		3/4/21
	Comments	
	Signature	Date
Corporation Counsel		3/4/21
	Comments	

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, March 4, 2021 9:02 AM
To: Hicklin, Charles; Clow, Carolyn; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14293
Attachments: 14293.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 3/4/2021 9:54 AM	Approve: 3/4/2021 9:54 AM
	Clow, Carolyn		Approve: 3/4/2021 9:07 AM
	Gault, David	Read: 3/4/2021 10:15 AM	Approve: 3/4/2021 10:17 AM
	Lowndes, Daniel	Read: 3/4/2021 9:04 AM	Approve: 3/4/2021 9:04 AM
	Stavn, Stephanie		
	Oby, Joe		

Contract #14293

Department: Administration/Information Management

Vendor: CDW Government LLC

Contract Description: Purchase of Microsoft License Server and Cloud Enterprise Agreement (Res 387)

Contract Term: 5/1/21 – 4/30/24

Contract Amount: \$1,047,422.00

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

SUB _____ to 2020 RES-387

AUTHORIZING PURCHASE OF MICROSOFT LICENSING ENTERPRISE AGREEMENTS

Funding was added in the 2021 budget to enter into new Enterprise Agreements with Microsoft. Microsoft offers these agreements in three year increments to fully license all devices owned by the County including end user, device and enterprise server equipment. The new Microsoft Enterprise Agreements would be for a term of April 2021 through April 2024.

Information Management is consolidating three existing agreements into two agreements. The Server and Cloud Enrollment agreement will provide Datacenter Core Licensing and SQL Licensing for a three year period at a cost of ~~\$1,044,880~~ **\$1,047,420.00** (~~\$348,294~~ **\$349,140.00** annually). The licenses provided within this agreement support both physical and virtual servers that host user applications throughout the county.

The Software Assurance agreement will provide end user licensing for devices, Citrix remote access abilities and Microsoft applications while also providing support and future updates at a cost of ~~\$2,196,080.88~~ **\$1,608,335.64** (~~\$732,026.96~~ **\$536,111.88** annually).

The total project cost of ~~\$3,240,960.88~~ **\$2,655,755.64** will cover any future upgrades that are needed during the three year agreement. At the end of these agreements the County may decide to purchase an additional three year agreement or discontinue with this licensing model.

The term of the debt issued to fund this project will be three years.

NOW, THEREFORE, BE IT RESOLVED that the County Executive and County Clerk are authorized to enter into an agreement with Microsoft Corporation with CDW Government LLC as the distributor to purchase Server and Cloud Enrollment and Software Assurance agreements for Microsoft Licensing.



Program Signature Form

MBA/MBSA number

5-0000006645764

Agreement number

8787927

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>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
Server and Cloud Enrollment	X20-12088 (new)
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
Product Selection Form	X20-12875 (new)
Enrollment Amendment	M97 (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)* Dane County Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____
Tax ID _____

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name Printed Title Signature Date <small>(date Microsoft Affiliate countersigns)</small>
Agreement Effective Date <small>(may be different than Microsoft's signature date)</small>

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



Server and Cloud Enrollment

State and Local

Server and Cloud Enrollment
number
Microsoft to complete

Previous Enrollment number
Reseller to complete

6152683

Framework ID
(if applicable)

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

This Microsoft Server and Cloud Enrollment is entered into between the entities identified on the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or Customer's Affiliate, that entered into the Enterprise Agreement identified on the 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) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, (7) the Online Services Supplemental Terms and Conditions if the Enterprise Agreement is a version 2010 or earlier and Enrolled Affiliate is ordering Online Services, and (8) any order submitted under this Enrollment. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement. If this Enrollment is entered into under an Enterprise Agreement version 2009 or earlier, the terms and conditions of this Enrollment supersede any conflicting terms and conditions in the Enterprise Agreement with respect to Products licensed under this Enrollment.

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. If the Enrollment is renewed, the renewal term will expire on the last day of the month, 36 full calendar months after the effective date of the renewal term.

Prior Enrollment(s). If renewing Software Assurance or Subscription Licenses from another Enrollment or agreement, the previous Enrollment or agreement number must be identified in the appropriate box above. If renewing from multiple Enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

Terms and Conditions

1. Definitions.

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

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

"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.

"Baseline Agreements" means all Microsoft license agreements, including, without limitation, volume licensing agreements, OEM licenses and retail licenses, under which any Affiliate in the Enterprise uses the selected Server and Tools Products. Baseline Agreements do not include any Service Provider License Agreements or Independent Software Vendor Royalty License and Distribution Agreements under which the Enterprise has the right to provide software services or unified solutions to unaffiliated end users.

"Baseline Licenses" means Existing Baseline Licenses and New Baseline Licenses, collectively.

"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.

"Existing Baseline Licenses" means all Licenses in use by any Affiliate in the Enterprise for the selected Server and Tools Products that were obtained under any Baseline Agreement before this Enrollment.

"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.

"Microsoft Azure Services" means one or more of the Microsoft Azure services or features made available to Enrolled Affiliate under this Enrollment by Microsoft and identified at <http://www.windowsazure.com/en-us/home/features/overview/>, except Microsoft Azure Marketplace (which is governed by separate terms).

"New Baseline Licenses" means the quantity of Licenses for Server and Tools Products ordered under this Enrollment in excess of the Existing Baseline Licenses.

"Product Family" or "Family" means the group of Products designated as a Product Family on the Product Selection Form.

"Product Selection Form" means the document provided by Microsoft or Enrolled Affiliate's Reseller that (1) identifies all Baseline Licenses, (2) defines the Product Families, (3) establishes the Enrolled Affiliate's price levels for each Product pool and (4) specifies the minimum quantity of Licenses that must be ordered to qualify for this Enrollment.

"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-up 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.

"Server and Tools Product" means any Product identified as such in the Product Selection Form and chosen by Enrolled Affiliate to be included under this Enrollment.

"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. *Product Use Rights and Service Level Agreement.*

Enrolled Affiliate and its Enterprise may download, install and use software Products and access and use Online Services ordered under this Enrollment subject to the terms of this Enrollment, the applicable Use Rights and the Product Terms. In addition to applicable use rights terms of the Enterprise Agreement, the following terms apply to this Enrollment:

- a. All terms and conditions applicable to Microsoft Azure Services also apply to Azure Government Services, except as otherwise noted in the Use Rights and this Enrollment.
- b. **Use Rights for Server and Tools Products.** For Server and Tools 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.

3. *Order requirements.*

a. Minimum order requirements.

(i) Server and Tools Products.

- 1) **Existing Baseline Licenses.** When ordering a Server and Tools Product other than Microsoft Azure, Enrolled Affiliate must identify all Existing Baseline Licenses for the applicable Server and Tools Product Family. Perpetual Licenses owned by the Enterprise but not identified as Existing Baseline Licenses in the applicable Product Family at the start of this Enrollment may not be used during this Enrollment term.
- 2) **Initial Order.** Enrolled Affiliate's initial order must meet the minimum purchase requirements for at least one Product Family. For every applicable Product Family except Microsoft Azure the initial order must also include the following:
 - A. Software Assurance on all perpetual Existing Baseline Licenses that have been continuously covered under Software Assurance;
 - B. License with Software Assurance or Subscription License for each Existing Baseline License that has not been continuously covered under Software Assurance; and
 - C. License with Software Assurance or Subscription Licenses for all New Baseline Licenses.
- 3) **Effect of Subscription License coverage on Existing Baseline Licenses.** If Enrolled Affiliate orders Subscription Licenses for any Existing Baseline Licenses, the following provisions will apply for the duration of this Enrollment, notwithstanding any provisions to the contrary in the Baseline Agreements:

- A. The use rights for those Existing Baseline Licenses will be superseded and replaced by the use rights for the Subscription Licenses.
 - B. The Existing Baseline Licenses shall be non-transferrable.
 - C. The Enrolled Affiliate and its Affiliates must continue to perform any obligations under their Baseline Agreement(s), including but not limited to making payments for any of the Existing Baseline Licenses.
 - D. When this Enrollment expires or is terminated, the Enrolled Affiliate or its Affiliates, as applicable, will have the rights under the Baseline Agreement(s) that it had as of the effective date of this Enrollment, unless it exercises its buy-out option as provided in this Enrollment.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.
- c. **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any subsequent orders.
- d. **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.
- e. **Adding Products.**
 - (i) **Adding new Products not previously ordered.**
 - 1) New Server and Tools Products may be added by contacting a Microsoft Account Manager or Reseller.
 - 2) New Server and Tools Products included in a previously ordered Product Family may be added at any time but must be included in the next annual true-up order.
 - 3) Orders for new Additional Products, other than Online Services, must be placed in the month the Additional Product is first used.
 - 4) Subscription Licenses for new Online Services other than Microsoft Azure Services must be ordered prior to use.
 - 5) Microsoft Azure Services may be added as provided in the Product Terms.
 - (ii) **Adding Licenses for previously ordered Products.**
 - 1) Additional Licenses for previously ordered Products may be added at any time but must be included in the next annual true-up order.
 - 2) Additional Subscription 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.
- f. **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) **Annual order period.** A 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. 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 received by Microsoft during the annual order period.

(ii) **True-up order.** Enrolled Affiliate must determine the maximum number of 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. For Subscription Licenses for Products other than Online Services, the true-up order must indicate the initial use date(s) for each additional Subscription License ordered. 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.

(iii) **Update statement.** An update statement must be submitted if there has been no change in the number of Products used within Enrolled Affiliate's Enterprise since the latter of the initial order, the last true-up order, or the prior anniversary date. This update statement must be signed by Enrolled Affiliate's authorized representative.

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

- 1) For Server and Tools Products available as Subscription Licenses, Licenses may be reduced only as long as the minimum order requirements are maintained. If reducing Subscription Licenses that cover Existing Baseline Licenses, Enrolled Affiliate may not use or transfer those Existing Baseline Licenses for the remainder of the term.
- 2) For Online Services available as Additional Product Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, the applicable Subscription License will be cancelled.

Subscription Licenses added after the initial order may not be reduced on the anniversary date immediately following the order but must remain in effect at least until the subsequent anniversary date. Notwithstanding the foregoing, Microsoft Azure Monetary Commitment added after the initial order may be reduced on any anniversary date. Invoices will be adjusted to reflect any reductions in Subscription Licenses and will be effective as of the Enrollment anniversary date.

(v) **Late true-up order.** If the annual true-up order is not received when due:

- 1) Microsoft will invoice Enrolled Affiliate's Reseller for the following year for the quantity of Subscription Licenses ordered in the prior year; however, such invoice will not constitute a waiver of the annual order requirement;
- 2) Subscription License reductions will not take effect until the following Enrollment anniversary date (or at Enrollment renewal, as applicable); and
- 3) Microsoft will invoice Enrolled Affiliate's Reseller for all Reserved Licenses not previously invoiced.

g. **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 order 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.

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

4. Pricing.

- a. **Price levels.** Each Product is assigned to a Product pool as shown on the Product Terms. Price levels (A, B, C or D) are set separately for each pool. Price levels for the applicable Product pools are set forth in the Product Selection Form. Enrolled Affiliate's price level for each Product pool under this Enrollment will be Level D.
- b. **Setting prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Microsoft's prices for Resellers for each Product or Service ordered (except for Microsoft Azure Services) are fixed throughout the applicable Enrollment term.

5. Payment terms.

- a. **License with Software Assurance and Software Assurance.** For the initial and any renewal order for License with Software Assurance and Software Assurance, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments unless indicated otherwise. The first installment will be invoiced to Enrolled Affiliate's Reseller upon Microsoft's acceptance of this Enrollment and additional installments will be invoiced on each Enrollment anniversary date. Subsequent orders will be invoiced to Enrolled Affiliate's Reseller upon acceptance of the order and must be paid upfront.
- b. **Subscription Licenses (except Microsoft Azure Services).** Microsoft will invoice Enrolled Affiliate's Reseller annually in full upon acceptance of each order. Microsoft will invoice Reseller for annual orders on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront.
- c. **Microsoft Azure services.** Invoicing for Microsoft Azure Services is described in the Product Terms.

6. 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 for which it has not previously submitted an order.
- b. **End of term rights for Server and Tools Products.** Provided Enrolled Affiliate has paid for all required Licenses, including any Baseline Licenses, on the Expiration Date Enrolled Affiliate will have the following rights:
 - (i) **Existing Baseline Licenses with continuous Software Assurance.** For perpetual Existing Baseline Licenses continuously covered by Software Assurance, Enrolled Affiliate will have perpetual Licenses to use the latest version of the Product available (or any prior version) as of the Expiration Date, provided that the Existing Baseline Licenses are fully paid.

- (ii) **New Baseline Licenses.** For New Baseline Licenses (excluding Subscription Licenses), Enrolled Affiliate will have perpetual Licenses to use the latest version of the Product available (or any prior version) as of the Expiration Date.
- c. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products and Services by renewing this Enrollment for one additional 36 full calendar 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 Enrolled Affiliate to enter into new agreements and Enrollments at renewal.
- d. **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) **Extended Term for eligible Online Services.** 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 feature 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 year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. If Enrolled Affiliate does not intend to continue with the Extended Term, Enrolled Affiliate must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.
- (iii) **Subscription Licenses and Online Services without an Extended Term.** If Enrolled Affiliate elects not to renew or exercise its buy-out rights for Products eligible for buy-out, Subscription Licenses will be cancelled and will terminate as of the Expiration Date. Any associated software must be uninstalled, media must be destroyed and the Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- e. **Buy-out option.**
- (i) **For Subscription Licenses.** Enrolled Affiliate may buy out active Subscription Licenses acquired under this Enrollment for Products other than Online Services and acquire perpetual Licenses for the latest version of the Product as of the Expiration Date by placing an order for such Licenses.
- (ii) **Buy-out order date.** Microsoft must receive the buy-out order no more than 30 days prior to the Expiration Date. The Expiration Date will be the invoice date for the buy-out order.
- f. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" Section of the Agreement. In addition, the following will constitute a breach of this Enrollment: (1) Enrolled Affiliate or any Affiliate in the Enterprise fails to timely pay for any existing Baseline License, (2) any existing Baseline Agreement is terminated for cause prior to full payment, or (3) 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.

- g. Early termination.** If Enrolled Affiliate terminates this Enrollment as a result of a breach by Microsoft, or if Microsoft terminates this Enrollment because Enrolled Affiliate has ceased to be Customer's Affiliate, then Enrolled Affiliate will have the following options for Licenses, excluding Subscription Licenses:
- (i)** It may immediately pay the total remaining amount due, including all installments, in which case, Enrolled Affiliate will have perpetual rights (1) for Server and Tools Products, as described in the section entitled "End of Term rights for Server and Tools Products" and (2) for Additional Products, for all Licenses (excluding Subscription Licenses) it has ordered (for the latest version of Products ordered under Software Assurance coverage in an initial or renewal term); or
 - (ii)** It may pay only amounts due as of the termination date, in which case Enrolled Affiliate will have perpetual Licenses (for the latest version of Products ordered under Software Assurance coverage in an initial or renewal term) for (1) all copies of Products for which payment has been made in full, and (2) a proportional number of copies of Products it has ordered for which payment has been made.
- h. Early termination for Subscription Licenses.** Notwithstanding anything to the contrary in any of the documents that collectively constitute the Enterprise Agreement, if an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates this Enrollment because Enrolled Affiliate has ceased to be Customer's Affiliate, then Enrolled Affiliate will have the following options with respect to Subscription Licenses:
- (i)** Enrolled Affiliate may obtain perpetual Licenses as described in the section entitled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.
 - (ii)** If not exercising the buy-out option, Enrolled Affiliate will receive a credit for any amount paid in advance that would apply after the date of termination.
- i. Early termination for Online Services.** For Online Services, if an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates this Enrollment for regulatory reasons or because Enrolled Affiliate has ceased to be Customer's Affiliate, then Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

7. 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.

- a. 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) (Only identify specific Affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

If no selection is made, Microsoft will deem the Enterprise to include all future Affiliates.

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)* Dane County

Contact name: First* Sam **Last*** Olson

Contact email address* Olson@countyofdane.com

Street address* 210 Martin Luther King Jr Blvd, Room 524

City* Madison

State/Province* WI
Postal code* 53703-3345
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* USA
Phone* 608-283-2970
Tax ID
** indicates required field*

- 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 Services, 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 box is not checked)

Name of entity*:

Contact name: First* Last*

Contact email address*

Street address*

City*

State/Province*

Postal code* -

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone*

Language preference. Choose the language for notices. English

☐ This contact is a third party (not Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required field*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment.

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

Contact name: First* Last*

Contact email address*

Phone*

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required field*

- d. Azure Services Administrator.** This contact is authorized to manage the Azure Services ordered under the Enrollment.

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

Contact name: First* Last*

Contact email address*

Phone

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required field*

- e. Reseller information.** Reseller's contact for this Enrollment is:

Reseller company name*

Street address (PO boxes will not be accepted)*

City*
State/Province*
Postal code*
Country*
Contact name*
Phone*
Contact email address*

** indicates required field*

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

Name of Reseller*
Signature* <u>Patrick McCormack</u>
Printed name* Patrick McCormack
Printed title* Sr. Software Solutions Advisor
Date* 02/26/2021

** indicates required field*

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.

- f. 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.

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

4. Upfront Payment.

Does Enrolled Affiliate wish to pay upfront as allowed in the Payment terms section of this Enrollment?
☐ Yes, ☒ No.

Amendment to Contract Documents

Enrollment Number

5-0000006645764

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.

Server and Cloud Enrollment (Indirect) Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
J5U-00004	AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision	1	

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:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Oct2020)(IU).docx		M97	B
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Server and Cloud Enrollment Product Selection Form

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

Terms used but not defined herein will have the meaning provided in the Enrollment.

Price Levels for Server and Tools Products and Additional Products:

Instructions: Include the agreement or enrollment name and number below that qualifies the Enrolled Affiliate for the price levels indicated in this Product Selection Form.

Agreement or Enrollment Name		Agreement or Enrollment Number	
None			
Server Pool Price Level	Applications Pool Price Level	Systems Pool Price Level	
D	D	D	

Instructions: Fill out the Product Selection Form (PSF), and the associated Customer Price Sheet (CPS) according to the table below.

Baseline Licenses at Enrollment Effective Date	Product Selection Form	Customer Price Sheet SKUs
Licenses with Software Assurance	Existing Baseline Licenses with continuous Software Assurance	SA
New Subscription Licenses	New Subscription Licenses	MSU
New Licenses	New Licenses with Software Assurance	LicSAPk

Determining the number of Licenses and SKUs

Enter the actual number of licenses in the PSF. Some SKUs (SQL and Biztalk) include more than one license. For such SKUs, divide the number of licenses on the PSF by the number of licenses included in each SKU to determine the quantity of SKUs to enter on the Customer Price Sheet.

Product Selection Form				
Product selection		Baseline Licenses		
		<u>Existing Baseline Licenses</u>	<u>New Baseline Licenses</u>	
		Existing Licenses with Software Assurance	New Subscription Licenses	New Licenses with Software Assurance
Product Family	Server and Tools Product			
SQL Server ⁽¹⁾	SQL Server Enterprise Per Core	96		
	SQL Server Standard Per Core	42		
	SQL Server Standard Server			
	SQL Server CAL			
BizTalk Server	BizTalk Server Enterprise Per Core			
	BizTalk Server Standard Per Core			
	BizTalk Server Branch Per Core			
Visual Studio	Visual Studio Ultimate with MSDN	N/A ⁽²⁾	N/A	N/A
	Visual Studio Premium with MSDN	N/A ⁽²⁾	N/A	N/A
	Visual Studio Enterprise with MSDN			
	Visual Studio Enterprise with GitHub Enterprise			
	Visual Studio Test Professional with MSDN			
	Azure DevOps Server CAL			

Product Selection		Baseline Licenses		
		<u>Existing Baseline Licenses</u>	<u>New Baseline Licenses</u>	
		Existing Licenses with Software Assurance	New Subscription Licenses	New Licenses with Software Assurance
Product Family	Server and Tools Product			
Visual Studio (Continued)	MSDN Platforms			
SharePoint Server	SharePoint Server			
Azure	Azure Monetary Commitment	The monetary commitment is tracked on the CPS if applicable		
Core Infrastructure Suite	CIS Datacenter	708		
	CIS Standard	412		
	Windows Server Datacenter	(3)	N/A	N/A
	System Center Datacenter	(3)	N/A	N/A
	Windows Server Standard	(3)	N/A	N/A
	System Center Standard	(3)	N/A	N/A

(1) SQL Server Enterprise Edition Server (non-core) licenses are not required as part of the baseline, however SA renewal is available as an additional product. If customers choose not to renew SA, it cannot be attached later.

(2) Visual Studio Premium with MSDN and Visual Studio Ultimate with MSDN Existing Baseline Licenses should be counted as Visual Studio Enterprise with MSDN Licenses.

(3) Quantities of Windows Server and System Center Licenses with continuous Software Assurance can be combined to renew CIS SA as described in the Product Terms, or added to the CPS using the appropriate L+SA CIS w/o SKU where the quantity of each is different. For example, 100 Windows Server and 100 System Center licenses with Software Assurance can be combined as 100 CIS SA renewals (of the equivalent edition). 100 Windows Server and 50 System Center licenses with Software Assurance can be combined as 50 CIS licenses (of the equivalent edition) and 50 L&SA CIS w/o Windows Server.

(4) Quantities of Windows Server and System Center without continuous Software Assurance will be added as full CIS subscriptions.

Minimum Purchase Requirements

Product Family	Minimum Initial Order
SQL Server	The quantity of SQL Per Core licenses needed for 50 cores OR 5 SQL Server editions with 250 CALs (SQL Server editions require CALs).
BizTalk Server	24 Cores of any combination of Biztalk Server Editions. The SQL Server product family must be selected in the above table.
Visual Studio	20 Licenses of any combination of: Visual Studio Enterprise with MSDN, Visual Studio Enterprise with GitHub Enterprise and MSDN Platforms. A Baseline License is required for each user of any software licensed through MSDN subscription. Use of MSDN Software includes, but is not limited to, developing and testing programs using the software as well as installing, configuring and managing the software. Examples of users include (but are not limited to): developers, testers, and other IT employees interacting with application development infrastructure.
SharePoint Server	5 Servers. The SQL Server product family must be selected in the above table.
Core Infrastructure Suites	All licensed Windows Server deployments must be licensed with an appropriate Core Infrastructure Suite SKU. Minimum order is 400 Core Licenses for Core Infrastructure Server Suites Standard or Datacenter (either edition or any combination of both).
Azure Monetary Commitment	<p>For commercial customers in Argentina, Australia, Austria, Belgium, Canada, Chile, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Jamaica, Italy, Lichtenstein, Luxemburg, Netherlands, Norway, Portugal, Puerto Rico, South Africa, Spain, Sweden, Switzerland, Trinidad & Tobago, U.K., U.S., and Uruguay, Azure Monetary Commitment is no longer allowed to be purchased as the only Server and Tools Product.</p> <p>Otherwise, if Azure Monetary Commitment is the only Server and Tools Product selected and the Enrollment is versioned 2016 or later, the Minimum Initial Order for Monetary Commitment is 10 Monetary Commitment units per month.</p> <p>If Azure Monetary Commitment is not the only Server and Tools Product selected, the Minimum Initial Order for Monetary Commitment is 1 Monetary Commitment unit per month.</p>

Alternative Acceptance Form

Due to the extraordinary impact of the coronavirus (COVID-19), Microsoft and customers have implemented steps to protect personnel and the communities in which they live and work, including conducting business from remote locations and/or using different processes. As a result, Microsoft and Customer are utilizing this Alternative Acceptance Form in place of signing a Program Signature Form.

Each party's authorized representative is accepting the contract documents shown on the Program Signature Form bearing the Proposal ID shown below ("Contract Documents") by typing their name and entering the date of acceptance on this Alternative Acceptance Form. The Agreement Effective Date shown below is the Agreement Effective Date shown on the Program Signature Form.

For the purposes of this Alternative Acceptance Form, "Customer" means the Customer entity identified on the Program Signature Form bearing the same Proposal ID that appears on this form, and "Microsoft" means the Microsoft entity or entities identified below.

MBA/MBSA number:	N/A
Agreement number:	8787927
Enrollment number:	N/A
Proposal ID:	5-0000006645764
Opportunity ID (if applicable):	N/A
Agreement Effective Date:	N/A

To indicate its agreement, each party's duly authorized representative will complete this form by entering their name and the date of such party's acceptance below. Upon such completion of this form, each of Customer and Microsoft (1) agrees that it has received, read and understands this Alternative Acceptance Form, the Program Signature Form, and all Contract Documents, including any websites or documents incorporated by reference and any amendments, and (2) agrees to be bound by the terms of all such documents, as of the Agreement Effective Date. This Alternative Acceptance Form, when completed, will be incorporated into the Agreement noted above.

Acceptance by Customer	
Customer Entity Name:	Dane County
Name of Customer authorized representative:	
Customer acceptance date:	
<p><i>The above person is duly authorized on behalf of Customer to accept these Contract Documents. Customer will not challenge the enforceability or validity of the agreement formed by this alternative process or any of the Contract Documents based on its acceptance using this Alternative Acceptance Form.</i></p>	

Acceptance by Microsoft	
Enter applicable Microsoft Affiliate: Microsoft Corporation	
Name of Microsoft authorized representative:	Shirley Snyder Customer Care Specialist
Microsoft acceptance date:	February 26, 2021
<p><i>The above person is duly authorized on behalf of Microsoft to accept these Contract Documents. Microsoft will not challenge the enforceability or validity of the agreement formed by this alternative process or any of the Contract Documents based on its acceptance using this Alternative Acceptance Form.</i></p>	

Optional Confirmation of Acceptance on Customer Request

Once Microsoft returns to its normal business processes, if Customer requests a Microsoft signature, an authorized representative of Microsoft will sign and deliver a copy of this Alternative Acceptance Form below to confirm the effectiveness of the agreement as of the Agreement Effective Date shown above.

Optional Microsoft Confirmation of Acceptance	
Enter applicable Microsoft Affiliate: <choose one>	
By signature of its duly authorized representative below, Microsoft hereby acknowledges, ratifies and confirms that the agreement referenced on this Alternative Acceptance Form was duly accepted, and is effective as of the Agreement Effective Date shown above.	
Signature:	
Printed First and Last Name:	print your complete name
Printed Title:	print your title
Signature Date:	enter the date you signed this form

Confirmation of Acceptance on Microsoft Request or Customer Election

Once Microsoft returns to its normal business processes, if Microsoft requests a Customer signature or Customer elects to confirm its original acceptance, an authorized representative of Customer will sign and deliver a copy of this Alternative Acceptance Form below to confirm the effectiveness of the agreement as of the Agreement Effective Date shown above.

Optional Customer Confirmation of Acceptance	
Customer Entity Name: enter Customer Entity name	
By signature of its duly authorized representative below, Company hereby acknowledges, ratifies and confirms that the agreement referenced on this Alternative Acceptance Form was duly accepted, and is effective as of the Agreement Effective Date shown above.	
Signature:	
Printed First and Last Name:	print your complete name
Printed Title:	print your title
Signature Date:	enter the date you signed this form