INTERNAL CONTRACT REQUISITION FORM

CONTRACTOR/VENDOR NAME: MICROSOFT CORPORATION   **VENDOR #1000007259**

CONTRACTOR NAME & E-MAIL (*INDIVIDUAL E-SIGNING FOR THE CONTRACTOR*):

GERICE ANDERSON   **ganderson@microsoft.com**
Print Name   E-Mail Address

TYPE OF CONTRACT: New __   Renewal X   Amendment __   Services X   Goods __   Consulting __   Construction __   Lease __ Other _____

SCOPE OF WORK: MICROSOFT UNIFIED SUPPORT SVCS RENEWAL- **(DORV2011-306723-370395)**

CONTRACT AMT: $ 209,908.00 **CONTRACT TERM:** 11/01/2020-10/31/2021 **RFP/IFB/RFQ#:** N/A

FUNDING SOURCE: General X   State ___   Federal ___   ==UNIFORM GUIDANCE (UG) PROCEDURES APPLICABLE? YES ___   NO X==

ITEM LINE#	FUND	COST CENTER	G/L ACCOUNT	WBS ELEMENT (Grants/Projects Only)	GRANT NUMBER	MATERIAL GROUP#	TOTAL	I/D	ADDITIONAL INFO
1	1001010000	4200191000	5200160100			0069	$209,908.00		**Support Renewal**
2									
3									

RISK MANAGER Contract Requires Risk Management Review/Approval?   YES__   NO X   **COUNTY ATTORNEY**

Signature: _____ Date: _____

Contract Requires BOCC Approval? YES X NO __   Date of BOCC Approval: _____   Reviewing Attorney: _____   Date: _____

REQUISITIONER   **PURCHASING MANAGER**

DocuSign E-Signature: _____Date: _____   _____Date:_____

Print Name/E-Mail: _____   ==*Docusign E-Signature*==

DEPARTMENT HEAD OR DESIGNEE   **CHIEF FINANCIAL OFFICER**

DocuSign E-Signature: _____Date: _____   _____Date:_____

Print Name/Title: _____   ==*Docusign E-Signature*==

E-Mail Address: _____

                                                                       COUNTY MANAGER

                                                                       _____Date:_____

Additional Comments/Instructions by Department: *Please forward a completed copy to: Nicole Sayler-nsayler@microsoft.com*

==*Docusign E-Signature*==

CLERK TO THE BOARD

_____Date:_____

==*Docusign E-Signature*==

FUNDS RESERVATION# _____

IS&T DEPT

Purchasing Comments:

_____Date:_____

==*Docusign E-Signature*==

Laura,

Below is the approval from Legal. Please incorporate the revised Appendix A in the contract and update me with the revised contract attachment asap.

I will update Legistar with the Approved Revised Microsoft Unified Support contract upon receipt from you.

Thank you, stay safe,
Kim

From: Darby, Willie S. <wdarby@dconc.gov>
Sent: Friday, September 18, 2020 11:52 AM
To: Cook, Kim <kcook@dconc.gov>
Subject: RE: document revision to Microsoft Unified Support BOCC item

Hi Kim:
The new Appendix A is hereby approved.
Thanks,
Willie

Thank you,
Kim

From: Foy, Laura <LFOY@dconc.gov>
Sent: Thursday, September 17, 2020 5:31 PM
To: Cook, Kim <kcook@dconc.gov>
Cc: Hamashima, Les A. <lhamashima@dconc.gov>; ISTBusiness <ISTBusiness@dconc.gov>; Davis, Antonio <ADavis@dconc.gov>
Subject: document revision to Microsoft Unified Support BOCC item

Kim,

We received the attached revised document that needs to be included in the Unified Support Contract renewal request. Appendix A has been revised to remove the ABC Board and the Sheriff's office. I have attached the current approved item from legal for reference. Please advise if you need a new binder sent to legal for the modification and if so can I send to legal in your absence?

Please advise.

Thanks

LAURA J FOY | Administrative Officer

DURHAM COUNTY
Information Services
& Technology

200 East Main Street, 5th Floor
Durham, North Carolina 27701
Office (919) 560-7065 | Cell (919) 724-2331 | Fax (919) 560-7008 | lfoy@dconc.gov

FYI-pls send the completed contact to me as a separate attachment asap.

Thank you

KIMBERLY M COOK | Senior Business Manager

200 East Main Street, 5th Floor
Durham, North Carolina 27701
Office (919) 560-7083 | Cell (984) 260-5761 | Fax (919) 560-7008 | kcook@dconc.gov

Be Safe, Wear a Mask, Wash Those Hands, and Practice Social Distancing (6ft)

From: Darby, Willie S. <wdarby@dconc.gov>
Sent: Wednesday, September 16, 2020 10:32 AM
To: Cook, Kim <kcook@dconc.gov>
Subject: RE: legal review contract/Microsoft

Hi Kim:
The Microsoft Unified Support Renewal SVCS is hereby approved as to form.
Thanks,
Willie

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	PHONE (A/C. No. Ext): (866) 283-7122		FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:		

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A: National Union Fire Ins Co of Pittsburgh	19445
Microsoft Corporation	INSURER B: AIU Insurance Company	19399
Attn: Risk Management	INSURER C: American Home Assurance Co.	19380
One Microsoft Way	INSURER D: New Hampshire Insurance Company	23841
Redmond WA 98052-6399 USA	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 570082618816 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY		Y	GL6938912	07/01/2020	07/01/2021	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$2,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$5,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	Excluded
	OTHER:							
A	AUTOMOBILE LIABILITY		Y	CA 2867394 AOS	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
A	X ANY AUTO		Y	CA 7742333 VA	07/01/2020	07/01/2021	BODILY INJURY (Per person)	
	OWNED AUTOS ONLY SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WC045886675 AOS	07/01/2020	07/01/2021	X PER STATUTE OTHER	
C	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) N/A			WC018177154 CA	07/01/2020	07/01/2021	E.L. EACH ACCIDENT	$2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$2,000,000
							E.L. DISEASE-POLICY LIMIT	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance only, this certificate may not be altered in any way.

A Waiver of Subrogation is granted in favor of Durham County in accordance with the policy provisions of the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER	CANCELLATION
Durham County 200 East Main Street, 5th Floor Durham NC 27701 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE *Aon Risk Services Central, Inc.*

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Holder Identifier :

Certificate No : 570082618816

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Microsoft Corporation

POLICY NUMBER	
See Certificate Number: 570082618816	

CARRIER	NAIC CODE	
See Certificate Number: 570082618816		EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25   **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES	If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
B		N/A		WC045886674 FL	07/01/2020	07/01/2021		
D		N/A		WC018177155 MA ND OH WI WY	07/01/2020	07/01/2021		

ACORD 101 (2008/01)

ACORD®

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
07/07/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER	CONTACT NAME:		
Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	PHONE (A/C. No. Ext): (866) 283-7122		FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:		
	PRODUCER CUSTOMER ID #: 570000041266		

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A: Cypress Insurance Company	14295
Microsoft Corporation	INSURER B:	
Attn: Risk Management One Microsoft Way Redmond WA 98052-6399 USA	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES   CERTIFICATE NUMBER: 570082962849   REVISION NUMBER:

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Coverage Only, this certificate may not be altered in any way.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)		COVERED PROPERTY	LIMITS
A	X PROPERTY		1012	07/01/2020	07/01/2021		BUILDING	
	CAUSES OF LOSS	DEDUCTIBLES					PERSONAL PROPERTY	
	BASIC	BUILDING					BUSINESS INCOME	
	BROAD						EXTRA EXPENSE	
		CONTENTS					RENTAL VALUE	
	SPECIAL						BLANKET BUILDING	
	X EARTHQUAKE						BLANKET PERS PROP	
	X WIND						
	X FLOOD					X	BLANKET BLDG & PP	$5,000,000
	X ALL RISK-Subject to Exclusions					X	Earthquake - Aggrega	Included
	Blkt B&PP Ded					X	Wind/Hail Limit	Included
	INLAND MARINE	TYPE OF POLICY						
	CAUSES OF LOSS							
	NAMED PERILS	POLICY NUMBER						
	CRIME							
	TYPE OF POLICY							
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN							

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

A Waiver of Subrogation is granted in favor of Durham County in accordance with the policy provisions of the Property policy.

CERTIFICATE HOLDER	CANCELLATION
Durham County 200 East Main Street, 5th Floor Durham NC 27701 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE *Aon Risk Services Central, Inc.*

CERTIFICATE NUMBER: 570082962849

ACORD 24 (2016/03)   The ACORD name and logo are registered marks of ACORD

ADDITIONAL REMARKS SCHEDULE

ACORD®

Page _ of _

AGENCY	**NAMED INSURED**
Aon Risk Services Central, Inc.	Microsoft Corporation
POLICY NUMBER	
See Certificate Number: 570082962849	
CARRIER **NAIC CODE**	
See Certificate Number: 570082962849	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 24   **FORM TITLE:** Certificate of Property Insurance

INSURER(S) AFFORDING COVERAGE	**NAIC #**
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES   If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	PROPERTY					
A		1012	07/01/2020	07/01/2021	Flood – Aggregate	Included

Microsoft Enterprise Services Work Order

(For Microsoft Internal Purposes Only)

Work Order Number

This Work Order consists of the terms and conditions below, and the provisions of the Microsoft Master Services Agreement (MSA) reference U7094095, effective as of 11/14/2018 (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. 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) **County of Durham**	Name **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 County of Durham		Contact Name (Receives invoices under this Work Order) Antonio Davis
Street Address 200 E Main St Ste 235		Contact E-Mail Address adavis@dconc.gov
City Durham	State/Province North Carolina	Phone 919-560-7013
Country United States	Postal Code 27701-3649	Fax

1. **Support Services and Fees.**

1.1. Term.

Microsoft Enterprise Support Services shall be effective and will commence on 11/1/2020 or the last above Signature Date, whichever is later (the "Support Commencement Date") and shall expire twelve (12) months following the Support Commencement Date (the "Support Expiration Date"). This Work Order may be amended, and the Period of Performance extended prior to the Support Expiration Date. In order for Microsoft to continue performing Services after the Support Expiration Date of this Work Order, Customer and Microsoft shall agree in writing to a new Work Order identifying the new terms upon which Customer and Microsoft agree.

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

Unified Performance Support for NC-County of Durham US - SLG - Southeast 11/1/2020 - 10/31/2021		
Quantity	Service	Service Type
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 Remote
Included	On-demand Education	On-Demand Education
Included	Online Support Portal	Administrative
Included	Performance Advisory Support Hours As-needed	Advisory Services
3 ea	Performance Built-in Proactive Services • Performance Built-in Proactive Services - Generic	Administrative
Included	Performance Problem Resolution Hours As-needed	Problem Resolution Support
Included	Performance Service Delivery Management	Service Delivery Management
Included	Reactive Enabled Contacts	Problem Resolution Support
Included	Support Technology Advisor	Designated Support Engineering
Included	Webcasts As-Needed	Webcast

Unified Performance Support (Add-on) for NC-County of Durham US - SLG - Southeast 11/1/2020 - 10/31/2021		
Quantity	Service	Service Type
490 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management
4 ea	Onsite Visit	Onsite Support

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
Unified Performance Support for NC-County of Durham	11/1/2020	175,000
Unified Performance Support (Add-on) for NC-County of Durham	11/1/2020	68,100
Subtotal		243,100
Software Assurance Benefits		(33,192)
Total Fees (excluding taxes)		**209,908**

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 Antonio Davis		
Street Address 200 E Main St Ste 235	Contact E-Mail Address adavis@dconc.gov	
City Durham	State/Province North Carolina	Phone 919-560-7013
Country United States	Postal Code 27701-3649	Fax

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.

1.10. Restrictions on use.

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

1.11. Reservation of rights.

All rights not expressly granted are reserved to Microsoft.

Microsoft Contact

Customer contact for questions and notices about this Work Order.

Microsoft contact name	
Nicole Sayler	
Phone	Contact e-mail address
701-492-3754	nsayler@microsoft.com

Appendix A

Below is a list of your declared licensed products and cloud services for which Microsoft will provide support services as defined within this document.

Customer Name	Licensing Program	Licensing Enrollment/Agreement Number
DURHAM COUNTY	Select Plus	8059894
DURHAM COUNTY	Enterprise 6	8975395
DURHAM COUNTY	Enterprise 6	50755629

Microsoft Master Services Agreement
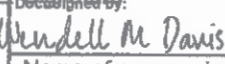# State and Local Government & Public Educational Institutions

Microsoft Master Services Agreement Number
Microsoft Affiliate to complete

This Microsoft Master Services Agreement ("Agreement") is entered into between the following entities as of the Effective Date identified below. This Agreement is comprised of this cover page and the attached terms and conditions, the terms of which are incorporated herein by this reference.

This Agreement contains terms of the relationship between Customer (the entity signing the Agreement and its Affiliates) and Microsoft Corporation (the Microsoft Affiliate signing below and its Affiliates). If Customer contracts for Professional Services from Microsoft under this Agreement, the specific terms of those transactions will be contained in this Agreement and any Statement of Services incorporating the terms of this Agreement.
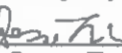
If the first Statement of Services entered into under this Agreement is given an effective date that is earlier than the Effective Date of this Agreement, the Effective Date of this Agreement will be that earlier date for the purposes of that Statement of Services.

By signing below, each party acknowledges that it has read and understood the terms of this Agreement and agrees to be bound by these terms.

Customer	Microsoft Affiliate
Name of Customer (please print) **County of Durham**	Name **Microsoft Corporation**
Signature: *Wendell M Davis*	Signature *Charles H Brown*
Name of person signing (please print) Wendell M Davis	Name of person signing (please print) Charles H. Brown, on behalf of David T. Gallagher
Title of person signing (please print) County Manager	Title of person signing (please print) Director of Contracts
Signature date 11/13/2018	Signature date (may be different than Effective Date) November 5, 2018
	Effective Date (may be different than Signature Date) November 5, 2018

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:
Susan Tezai
Susan Tezai, Durham County Chief Financial Officer

Contact Information. Each party will notify the other in writing if any of the information in the following table changes. The * indicates required fields. By providing contact information, Customer consents to its use for purposes of administering this Agreement by Microsoft, Microsoft's Affiliates, and other parties that help Microsoft administer this Agreement.

Customer		
Name of Customer * County of Durham		Contact Name *(This person receives notices under this Agreement pursuant to Section 10a (Notices)). Antoni Davis
Street Address * 200 East Main Street 5th Floor		Contact Email Address * adavis@dconc.gov
City * Durham	State/Province * NC	Phone (919) 560-7013
Country * United States	Postal Code * 27710	Fax

Microsoft		
Notices to Microsoft should be sent to (*Microsoft Affiliate to complete*): Kevin Hartley, Esq. Microsoft Corporation 5404 Wisconsin Avenue Chevy Chase, MD 20815		Copies should be sent to: Microsoft Law and Corporate Affairs One Microsoft Way Redmond, WA 98052 USA Services Attorney (425) 936-7329 fax

Terms and Conditions

1. **Definitions.** In this Agreement, a "party" or "parties" means Customer and/or Microsoft as the context requires. In addition, the following definitions apply:

"**Affiliate**" means (i) with regard to Customer, 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; and (ii) with regard to Microsoft, any legal entity that Microsoft owns, which owns Microsoft, or which is under common ownership with Microsoft. "**Ownership**" means more than 50% ownership;

"**Contractor(s)**" means any third party supplier or other provider of computer technology or related services;

"**Customer**" means the legal entity that has entered into this Agreement;

"**Customer Data**" means all data, including all text, sound, software, image or video files that are provided to Microsoft by, or on behalf of, Customer and its Affiliates in connection with Professional Services;

"**Developments**" means any computer code or materials (other than Products, Fixes or Pre-Existing Work) developed by Microsoft or in collaboration with Customer which is provided to Customer in the course of performance of a Statement of Services;

"**Fix**" or "**Fixes**" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or that Microsoft provides to Customer when performing Professional Services to address a specific issue (such as workarounds, patches, bug fixes, beta fixes and beta builds);

"**Joint Ownership**" means each party has the right to independently exercise any and all rights of ownership now known or hereinafter created or recognized, including without limitation the rights to use, reproduce, modify and distribute the Developments for any purpose, without the need for further authorization to exercise any such rights or any obligation of accounting or payment of royalties;

"**Microsoft**" means the Microsoft Affiliate that has entered into this Agreement and its Affiliates;

"**Online Services**" means the Microsoft-hosted services identified as Online Services in the Microsoft Product Terms;

"**Online Services Terms**" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time;

"**Pre-Existing Work**" means any computer code or materials developed or otherwise obtained independently of the efforts of a party under a Statement of Services;

"**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 Terms**" means the document that provides information about Microsoft Products. The Product Terms document is published on the Volume Licensing Site and is updated from time to time;

"**Professional Services**" means all Product support services and Microsoft consulting services or advice provided to Customer under this Agreement. "Professional Services" or "services" does not include Online Services;

"**Service 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 the Professional Services;

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services or Services Deliverables, but Software may be part of an Online Service;

"Statement of Services" means any work orders, services descriptions, or other description of Professional Services that incorporates this Agreement;

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy;

"use" or **"run"** means to copy, install, use, access, display, run or otherwise interact with;

"Use Rights" means, with respect to any Product licensing program, the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement 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. Services. The precise scope of the Professional Services will be specified in a Statement of Services. Customer or any of Customer's Affiliates may enter into Statements of Services under this Agreement with Microsoft's local Affiliates. Microsoft's ability to deliver the Professional Services depends upon Customer's full and timely cooperation, as well as the accuracy and completeness of any information Customer provides. This Agreement does not obligate either party or its Affiliates to enter into any Statements of Services.

3. Use, ownership, rights and restrictions.

  a. **Products.** Unless otherwise specified in a license agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable license agreement. Customer is responsible for paying any licensing fees associated with Products. Notice: Products will not be purchased under this Agreement.

  b. **Fixes and Services Deliverables.**

  i. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If the Fix is not provided for a specific Product, any use terms Microsoft provides with the Fix will apply. If no use terms are provided, Customer shall have a non-exclusive, perpetual, fully paid-up license to use and reproduce the Fix solely for its internal business use. Customer may not modify, change the file name or combine any Fix with any non-Microsoft computer code, except as expressly permitted in a licensing agreement.

  Pre-Existing Work. All rights in Pre-Existing Work will 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. Upon payment in full and subject to Customer's compliance with this Agreement, Microsoft grants Customer a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (excluding object code) any Microsoft Pre-Existing Work provided as part of a Service Deliverable, solely in the form delivered to Customer and solely for Customer's internal business purposes.

  ii. **Developments.** Upon payment in full Microsoft grants Customer Joint Ownership in any Developments, except as may be otherwise explicitly agreed to in a Statement of Services. Customer agrees to exercise its rights in Developments solely for its internal business operations only and may not otherwise resell or distribute the Developments. Each party shall be the sole owner of any modifications that it makes based upon the Developments.

      iii. **Affiliates rights.** Customer may only sublicense its rights to the Services Deliverables and Sample Code granted hereunder to its Affiliates, but Customer's Affiliates may not sublicense these rights. Customer is responsible for ensuring its Affiliates' compliance with this Agreement.

c. **Non-Microsoft software and technology.** Customer is solely responsible for any non-Microsoft software or technology that Customer installs or uses with the Products, Fixes or Services Deliverables. Customer may not install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this Agreement.

d. **Sample Code.** Upon payment in full, Microsoft grants Customer a non-exclusive, perpetual, non-transferable license to use and modify any Software code provided by Microsoft for the purposes of illustration ("**Sample Code**") and to reproduce and distribute the object code form of the Sample Code for Customer's internal business purposes only and not to any unaffiliated third party.

e. **Restrictions on use.** Customer must not (and is not licensed to) (1) reverse engineer, de-compile or disassemble any Product, Fix or Service Deliverable; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product, Fix or Services Deliverable or restrictions in Product documentation. Except as expressly permitted in this Agreement or a Statement of Services, Customer must not distribute, sublicense, rent, lease or lend any Product, Fix or Service Deliverable, in whole or in part, or use them to offer hosting services to a third party.

f. **Reservation of Rights.** Products, Fixes, and Service Deliverables are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this Agreement. No rights will be granted or implied by waiver or estoppel.

g. **Supportability of Products.** Support for Products is available under the terms of a licensing agreement, a separate Statement of Services or under the terms set forth at http://support.microsoft.com or a successor site.

4. **Confidentiality.** Subject to the requirements of your public records and trade secret laws (if any):

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, and the terms of this Agreement. It includes, but is not limited to, non-public information regarding either party's products, features, marketing and promotions, and the negotiated terms of this Agreement and any Statement of Services.

Confidential Information does not include information that (a) becomes publicly available without a breach of this Agreement, (b) the receiving party received from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, Contractors, advisors, and consultants ("Representatives") and then only on a need-to-know basis, under non-disclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other party's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that use of information in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or Trade Secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply for a period of five years after the confidential information is received.

5. *Compliance with applicable laws, privacy and security.*

    a. Customer consents to processing personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Customer will obtain all required consents from third parties (including Customer's contacts, resellers, distributors, administrators, and employees) under applicable privacy and data protection law before providing personal information to Microsoft.

    b. Personal information collected through Professional Services (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its Contractors maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention and processing of personal data from the European Economic Area and Switzerland.

    c. **U.S. Export.** Microsoft Products, Fixes and Services Deliverables are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft Products, services, and technologies.

6. *Warranties.*

    a. *Limited warranties and remedies – Professional Services.* Microsoft warrants that it will perform Professional Services with professional care and skill. If Microsoft fails to do so, and Customer notifies Microsoft within 90 days of date of the Professional Services were performed, then Microsoft will, at its discretion, either re-perform the Professional Services or return the price paid for them. These remedies are Customer's sole remedies for breach of warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

    b. *Exclusions.* The warranties in this section do not cover problems caused by accident, abuse or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release or beta Products or to components of Products that Customer is permitted to redistribute. *DISCLAIMER.* **Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied or statutory warranties, including warranties of merchantability, fitness for a particular purpose, title and non-infringement.**

7. *Defense of third party claims.*

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

    a. **By Microsoft.** Microsoft will defend Customer against any third-party claim to the extent it alleges that any Fix or Services Deliverable made available by Microsoft for a fee and used within the scope of Section 3 of this Agreement (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, or trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Fix or Services Deliverable with a functional equivalent; or (2) terminate Customer's intellectual property rights and refund any fees paid for such Services Deliverable(s). Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product, Fix or Services Deliverable after being notified to stop due to a third party claim.

By Customer. To the extent permitted by applicable law, Customer will defend Microsoft against any third-party claim to the extent it alleges that Customer's use of any Fix or Services Deliverable alone or in combination with anything else, violates the law or damages a third party.

8. *Limitations of liability.*

Each party's maximum, aggregate liability to the other is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the applicable Statement of Services during the term of the Statement of Services, subject to the following.

a. **Free Professional Services and Distributable Code.** For Professional Services provided free of charge and code that Customer is authorized to redistribute to third parties without a separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5000.

b. **Exclusions. In no event will either party be liable for any indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue or interruption of business, however caused or on any theory of liability.**

c. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

9. *Term and termination.* This Agreement will remain in effect until terminated.

Either party may terminate this Agreement at any time without cause by giving the other party at least 60 calendar days prior written notice. Terminating this Agreement will not affect any existing Statements of Services, but will terminate the ability of the parties to enter into subsequent Statements of Services.

Customer may terminate a Statement of Services upon 30 days' notice. Either party to the Statement of Services may terminate it if the other party is in material breach or default of any obligation that is not cured within 30 calendar days notice of such breach. Microsoft may terminate a Statement of Services if Customer fails to pay any invoice that is more than 60 days outstanding. Customer agrees to pay all fees for Professional Services performed and expenses incurred prior to termination and any additional amounts that may be specified in a Statement of Services. Upon Microsoft's receipt of payment for the Professional Services, Customer's interests in the Services Deliverables will vest.

10. *Miscellaneous.*

a. *Notices.* Notices must be sent to the address on the signature page of this Agreement or on an applicable Statement of Services. All notices, authorizations, and requests given or made in connection with this Agreement must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Customer about upcoming ordering deadlines, services and subscription information in electronic form, including by email to contacts provided by the Customer. Emails will be treated as delivered on the transmission date.

b. *Assignment.* Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.

c. *Applicable law; dispute resolution.* This Agreement together with the applicable Statement of Services will be governed by the laws of Customer's state, without giving effect to its conflict of law

provisions. Disputes relating to this Agreement will be subject to applicable mandatory dispute resolution statutes and regulations of Customer's state.

d. **Severability.** If any provision of this Agreement is held to be unenforceable, the balance of the Agreement will remain in full force and effect.

e. **Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be made in writing and signed by an authorized representative of the waiving party.

f. **Survival.** All provisions survive termination or expiration of this Agreement, except those requiring performance only during the term of a Statement of Services.

g. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products or services.

h. **Microsoft as independent contractor.** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.

i. **Use of Contractors.** Microsoft may use Contractors to perform Professional Services, but will be responsible for their performance subject to the terms of this Agreement.

j. **Insurance while performing Professional Services on Customer's premises.** Microsoft will maintain industry-appropriate insurance coverage at all times when performing Professional Services on Customer's premises under this Agreement via commercial insurance, self-insurance, or any other similar risk financing alternative. Microsoft will provide Customer with evidence of coverage on request.

k. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and Use Rights in accordance with the terms of this Agreement. Any additional or conflicting terms and conditions contained in Customer's purchase order are expressly rejected and will not apply.

l. **No transfer of ownership.** Microsoft does not transfer ownership rights in any Product. The Products are protected by copyright and other intellectual property rights, laws and international treaties.

m. **Professional Services payment terms.** Customer agrees to pay all fees in a Statement of Services within 30 days of the date of Microsoft's invoice; unless the Statement of Services provides otherwise. Microsoft may assess a finance charge of the lesser of 18% per annum, accrued, calculated and payable monthly or the highest amount allowed by law on all past due amounts due to Microsoft. Microsoft will have no obligation to continue to provide Professional Services if Customer fails to make timely payment.

n. **Taxes.** If any amounts are to be paid to Microsoft, the amounts owed are exclusive of any taxes. Microsoft shall be responsible for payment of all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, or taxes on Microsoft's property ownership.

o. **Calendar days.** Any reference in this Agreement to "day" will be a calendar day, except references that specify "business day."

p. **Cost or pricing data.** We will not, under any circumstances, accept any statement of services that would require the submission of cost or pricing data.

q. **No third-party beneficiaries.** This Agreement does not create and third-party beneficiary rights.

**Microsoft Master Services Agreement – State and Local Government &
Public Educational Institutions Amendment #1**

Agreement number
(Microsoft to complete)

This amends the Microsoft Master Services Agreement – State and Local Government & Public Educational Institutions ("Agreement") identified above between the County of Durham, North Carolina and Microsoft Corporation as of the effective date identified below. Any terms that are used but not defined in this amendment will have the same meanings given them in the Agreement.

I. **Amendment**.

1. Section 7, Defense of third-party claims, of the Agreement is hereby amended by adding the following sentence at the end of the first paragraph:

   "Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of the Customer, which immunity is hereby reserved to the Customer."

2. Section 7.b. of the Agreement is hereby amended by replacing it in its entirety with the following:

   "*To the extent permitted by applicable law,* Customer will defend Microsoft against any third-party claim to the extent it alleges that Customer's use of any Fix or Services Deliverable alone or in combination with anything else, violates the law or damages a third party. *Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of the Customer, which immunity is hereby reserved to the Customer.*"

3. Section 8, Limitations of liability, of the Agreement is hereby amended by replacing the first paragraph in its entirety with the following:

   "*Except for gross negligence and willful misconduct,* each party's maximum, aggregate liability to the other is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the applicable Statement of Services during the term of the Statement of Services, subject to the following."

4. Section 10, Miscellaneous, of the Agreement is hereby amended by adding the following as subparagraphs r, s and t, respectively:

   r. E-Verify. As a condition of payment for services rendered under this Agreement, Microsoft shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Microsoft provides the services to Customer utilizing a subcontractor, Microsoft shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. Microsoft shall verify, by affidavit, compliance of the terms of this section upon request by Customer.

   s. Dispute resolution. The Parties agree that all disputes shall be subject to mediation according the Rule of Mediation of the North Carolina Superior Court, prior to the filing of any litigation.

   t. Termination for non-appropriation of funds. Notwithstanding any other provision of this Agreement, the Customer shall not be obligated for the Seller's performance hereunder or by any provision of this Agreement during any of the Customer's future fiscal years unless and until the Customer's Board appropriates funds for this Contract in the

Customer's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. Customer shall notify Microsoft in writing of any such non-allocation of funds at the earliest possible date.
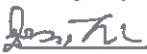
II.   Effect of Amendment.

Except as specifically amended by this amendment, all other provisions of the Agreement shall remain unchanged, and in full force and effect.

Customer	Microsoft
County of Durham, NC	**Microsoft Corporation**
Signature DocuSigned by: *Wendell M Davis*	Signature *Charles H Brown*
Printed Name Wendell M Davis	Printed Name **Charles H. Brown, on behalf of** **David T. Gallagher**
Printed Title County Manager	Printed Title **Director of Contracts**
Signature Date 11/13/2018	Effective Date **November 5, 2018**

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:

Susan Tezai

Susan Tezai, Durham County Chief Financial Officer

Prepared & Authorized by: Charlie Brown, SBD