



City of San Leandro

Meeting Date: November 19, 2018

Staff Report

File Number: 18-554

Agenda Section: CONSENT CALENDAR

Agenda Number: 8.R.

TO: City Council

FROM: Jeff Kay
City Manager

BY: Jeff Kay
City Manager

FINANCE REVIEW: David Baum
Finance Director

TITLE: Staff Report for a City of San Leandro City Council Resolution to Approve an Annual Subscription Payment with SoftChoice Corporation for the Microsoft Enterprise Agreement

SUMMARY AND RECOMMENDATIONS

Staff recommends that the City Council approve a resolution that authorizes the City Manager to approve payment to SoftChoice Corporation, Inc. for the annual Microsoft Enterprise Agreement. The cost is \$144,666.14.

BACKGROUND

The City of San Leandro utilizes a Microsoft Enterprise Agreement plan for all Microsoft products, including Windows operating system and Office 365.

Analysis

The City of San Leandro is required to make an annual payment to maintain its Microsoft software infrastructure. This includes all Windows operating systems and City-owned desktops and laptops; all Windows server operating systems in the City's data centers; and the full suite of Office 365 for all City employees.

This annual contract covers all the licenses needed by the City for all Microsoft products, including new software upgrades, security patches, all cloud computing services from Office 365 (Word, Excel, PowerPoint, Outlook, SharePoint, and email communications) and includes 24/7/365 telephone and email technical support. Payment is made through a third-party value-added reseller (VAR). In 2016, the City selected SoftChoice Corporation as its Microsoft VAR, due to its low pricing, after using a competitive bidding process.

Legal Analysis

The City Attorney's office reviewed and approved the purchase agreements as to form.

Fiscal Impacts

The total annual Microsoft Enterprise Agreement cost is \$144,666.14.

Budget Authority

The Finance Director has determined there are sufficient funds in Account 688-13-001-5311 for the annual payment.

PREPARED BY: Tony Batalla, Information Technology Manager, City Manager's Office



City of San Leandro

Meeting Date: November 19, 2018

Resolution - Council

File Number: 18-555 **Agenda Section:** CONSENT CALENDAR

Agenda Number:

TO: City Council

FROM: Jeff Kay
City Manager

BY: Jeff Kay
City Manager

FINANCE REVIEW: David Baum
Finance Director

TITLE: RESOLUTION of the City of San Leandro City Council to Approve Annual Payment to SoftChoice Corporation for Microsoft Enterprise Agreement (for the amount of \$144,666.14)

WHEREAS, a quote for an annual amount to renew the City's Microsoft Enterprise Agreement from SoftChoice Corporation was presented to this City Council; and

WHEREAS, the City Council is familiar with the contents thereof; and

WHEREAS, the City Manager recommends approval of said agreement.

NOW, THEREFORE, the City Council of the City of San Leandro does **RESOLVE** as follows:

That the City Manager is hereby authorized and directed, on behalf of the City Council of the City of San Leandro, to execute payment on behalf of the City, in a form approved by the City Attorney, upon timely submission of the signed agreement; and

That the City Manager is authorized to make all approvals and take all actions necessary or appropriate to carry out and implement the terms of the consulting services agreement and to administer the City's obligations, responsibilities, and duties to be performed under the agreement; and

That said agreement with SoftChoice Corporation is in the amount of \$144,666.14; and

That said amount of \$144,666.14 is in the FY2018-19 Operating Budget (688-13-001-5311)

Attachment(s) to Resolution

- Microsoft EA Quote Q8505806 2018
- Microsoft Enterprise Agreement



Softchoice Corporation
 100 Spear St, Suite 200
 San Francisco, CA, 94105

Sales/Order desk
 Phone: (800) 268-7638 Fax: (800) 268-7639

Quote	8505806
Date	24-Aug-2018
Reference	00788037

QUOTE

Ship To: 1001269

Bill To: 1001269

CITY OF SAN LEANDRO
 835 E 14TH ST
 SAN LEANDRO, CA 94577

CITY OF SAN LEANDRO
 835 E 14TH ST
 SAN LEANDRO, CA 94577

Attn:

Attn:

All currency in this quote is in US dollars.

Quote Prepared For	City Of San Leandro Phone: Fax:
Quote Sent By	Douglas Burge Douglas.Burge@softchoice.com Phone: (312) 655-9002 x323356 Fax: (800) 268-7639
Comments:	CCISDA EA - Yr 3 Scheduled Ann Billing

Item #	Mfg Sku #	Description	Qty	Unit Price	Extended Price
UE3177	AAA-11924 3YCSDA	MS ENTERPRISE AGREEMENT SLG - O365GOVE3FROMSA SHRDSVR ALNG SUBSVL MVL PERUSR ALL LANGUAGES SAAS MS EA-ADD D 3YR	371	\$150.96	\$56,006.16
UD2079	AAA-11894 3YCSDA	MS ENTERPRISE AGREEMENT SLG - O365GOVE3 SHRDSVR ALNG SUBSVL MVL PERUSR ALL LANGUAGES SAAS MS EA-ADD D 3YR	181	\$183.00	\$33,123.00
UE3178	AAA-12417 3YCSDA	MS ENTERPRISE AGREEMENT SLG - CCALBRDGO365FSA ALNG MONTHLYSUB PLATFORM PER USER ALL LANGUAGES SAAS MS EA-ADD D 3YR	371	\$16.20	\$6,010.20
UE3043	AAA-12415 3YCSDA	MS ENTERPRISE AGREEMENT SLG - CCALBRDGO365 ALNG MONTHLYSUB PLATFORM PER USER ALL LANGUAGES SAAS MS EA-ADD D 3YR	181	\$16.20	\$2,932.20
UC4782	KV3-00353 3YCSDA1A	MS ENTERPRISE AGREEMENT SLG - WINENT ALNG SA MVL PLTRFM LISTED LANGUAGES E-CERTIFICATE MS EA-ADD D 3YR	371	\$35.08	\$13,014.68
UR5988	LK3-00001 3YCSDA	MS ENTERPRISE AGREEMENT SLG - SFBPSTNCONFGOV SHRDSVR ALNG SUBSVL MVL PERUSR ALL LANGUAGES SAAS MS EA-ADD D 3YR	55	\$38.88	\$2,138.40
UM1442	J5U-00001 3YCSDA	MS ENTERPRISE AGREEMENT SLG - AZUREMNTNRYCMMTMNTG SHRDSVR ALNG SUBSVL MVL CMMT ALL LANGUAGES SAAS MS EA-LVL D 3YR	2	\$1,395.35	\$2,790.70
TT0526	3NS-00003 3YCSDA	MS ENTERPRISE AGREEMENT SLG - EXCHGONLNPLAN2GOV SHRDSVR ALNG SUBSVL MVL PERUSR ALL LANGUAGES SAAS MS EA-ADD D 3YR	50	\$64.08	\$3,204.00
W72289	395-02504 3YCSDA1A	MS ENTERPRISE AGREEMENT SLG - EXCHANGE SVR ENT SA YR1 ALL LANGUAGES E-CERTIFICATE MS EA-ADD D 3YR	1	\$605.06	\$605.06
UR7734	7MS-00001 3YCSDA	MS ENTERPRISE AGREEMENT SLG - PROJONLNPROFGOV SHRDSVR ALNG SUBSVL MVL PERUSR ALL LANGUAGES SAAS MS EA-ADD D 3YR	16	\$235.20	\$3,763.20
W72271	359-00792 3YCSDA1A	MS ENTERPRISE AGREEMENT SLG - SQL CAL SA DEVICE CAL YR1 ALL LANGUAGES E-CERTIFICATE MS EA-ADD D 3YR	60	\$31.19	\$1,871.40
FG4095	228-04433 3YCSDA1A	MS ENTERPRISE AGREEMENT SLG - SQLSVRSTD ALNG SA MVL ALL LANGUAGES E-CERTIFICATE MS EA-ADD D 3YR	7	\$133.98	\$937.86



Softchoice Corporation
 100 Spear St, Suite 200
 San Francisco, CA, 94105

Sales/Order desk
 Phone: (800) 268-7638 Fax: (800) 268-7639

Quote	8505806
Date	24-Aug-2018
Reference	00788037

QUOTE

Item #	Mfg Sku #	Description	Qty	Unit Price	Extended Price
MX0993	7NQ-00292 3YCSDA1A	MS ENTERPRISE AGREEMENT SLG - SQL SERVER STANDARD CORE 2CORELIC SA RENEWAL ALL LANG E-CERTIFICATE MS EA-ADD D 3YR	24	\$535.58	\$12,853.92
UR5983	WW3-00002 3YCSDA	MS ENTERPRISE AGREEMENT SLG - VISIOPROFORO365ADDONGOV SHRDSVR ALNG SUBSVL MVL ADDON TOVISIOSTD ALL LANGUAGES SAAS MS EA-ADD D 3YR	27	\$43.80	\$1,182.60
UJ5123	9K4-00003 3YCSDA	MS ENTERPRISE AGREEMENT SLG - VISIOPROO365GFROMSA SHRDSVR ALNG SUBSVL MVL PERUSR ALL LANGUAGES SAAS MS EA-LVL D 3YR	3	\$96.72	\$290.16
FG4089	D86-01253 3YCSDA1A	MS ENTERPRISE AGREEMENT SLG - VISIOSTD ALNG SA MVL ALL LANGUAGES E-CERTIFICATE MS EA-ADD D 3YR	27	\$43.80	\$1,182.60
UQ6741	9EA-00278 3YCSDA1A	MS ENTERPRISE AGREEMENT SLG - WINSVRDCCORE ALNG SA MVL 2LIC CORELIC ALL LANGUAGES E-DOWNLOAD MS EA-ADD D 3YR	24	\$115.00	\$2,760.00
MEMO		All Annualized			
MEMO		Year 3 Billing			
				SUB TOTAL	\$144,666.14
				DELIVERY:Economy	NO CHARGE
All currency in this quote is in US dollars.				TOTAL - USD	\$144,666.14
				Estimated Monthly Lease Payment \$4,441 per month*	

*Please note that the estimated monthly payment shown above is an option based on a 36 month term with a USD\$1.00 buyout at the end of the term. Fair market value buyout and monthly payments may vary depending on your creditworthiness as determined by Softchoice. 1 and 2 year Service Agreements, Subscriptions, License and Support contracts are not eligible for 36 month payment plans; 12 or 24 month payment options may be available upon request. Shipping and applicable taxes are not included in the above estimate. Payment options in the United States of America are in US Dollars and not billable in other currencies. All monthly lease payment options are subject to credit approval and execution of a lease contract.

Pricing, availability and special offers are subject to change at any time.
 Softchoice Corporation is legally obligated to collect fees levied under the Electronic Waste Recycling Fee Program (California State Board of Equalization) associated with the transaction(s) listed on this document

This purchase is subject to Softchoice's online terms of sale, unless you have a separate purchase agreement signed by both your company and Softchoice, in which case, that separate agreement will govern. Softchoice's terms of sale can be found at:
<http://m.softchoice.com/files/pdf/terms/TermsAndConditionsForProductPurchases.pdf>

Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>	62305448	Framework ID <i>(if applicable)</i>	
Previous Enrollment number <i>(Reseller to complete)</i>	8774814		

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

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program 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, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

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. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

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

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“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.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"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.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"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-ups 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.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product 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. Order requirements.

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise 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.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. 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.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional 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.
- g. 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) Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional 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.
- (iii) Online Services.** 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 retroactively to the month in which they were ordered.
- (iv) Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1)** For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2)** For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3)** For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) True-up order period.** The 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, and any license reservations within this 30 day period will not be accepted. 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 submitted during the annual order period.

- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **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 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.
- i. **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.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate’s Price Level for all Products ordered under this Enrollment will be Level “D” throughout the term of the Enrollment.
- b. **Setting Prices.** Enrolled Affiliate’s prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft’s prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft’s prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, 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, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate’s Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft’s acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. 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 has not previously submitted an order, except as otherwise provided in this Enrollment.

- b. Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-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 Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. 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) Online Services eligible for an Extended Term.** 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”) for up to one year, unless designated in the Product Terms to continue until cancelled, 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. 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. 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 not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate’s Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. Termination for cause.** Any termination for cause of this Enrollment will be subject to the “Termination for cause” section of the Agreement. In addition, it shall be a breach of this Enrollment if 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.
- e. Early termination.** Any early termination of this Enrollment will be subject to the “Early Termination” Section of the Enterprise Agreement.
- For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. 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 all Affiliates
 - 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 the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude 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)* City of San Leandro

Contact name* First Anton **Last** Batalla

Contact email address* tbatalla@sanleandro.org

Street address* 835 E 14TH ST

City* SAN LEANDRO

State/Province* CA

Postal code* 94577-3767-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* (510) 577-3200

Tax ID

** indicates required fields*

- 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 the box is not checked).

Contact name* First Anton Last Batalla

Contact email address* tbatalla@sanleandro.org

Street address* 835 E 14TH ST

City* SAN LEANDRO

State/Province* CA

Postal code* 94577-3767-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* (510) 577-3200

Language preference. Choose the language for notices. English

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

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

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

Contact name*: First Anton Last Batalla

Contact email address* tbatalla@sanleandro.org

Phone* (510) 577-3200

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

** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SoftChoice Corporation

Street address (PO boxes will not be accepted)* 314 W Superior Suite 301

City* Chicago

State/Province* IL

Postal code* 60654

Country* United States

Contact name* Licensing Administrator

Phone* 416-588-9002 ext. 2307

Contact email address* msselquestconfirmation@softchoice.com

** indicates required fields*

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

Signature* _____
Licensing Administrator

Printed name* Licensing Administrator

Printed title*

Date*

** indicates required fields*

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.

- e. 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 elections.

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

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Electronically Submitted