

Microsoft Enterprise Services Work Order

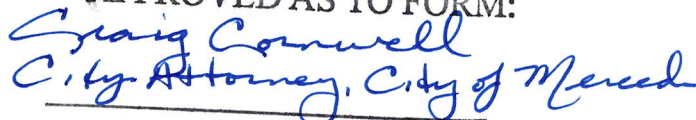
Work Order Number
(Microsoft Affiliate to complete)

GVS12504-1014879-1014879

This Work Order consists of the terms and conditions below, and the provisions of the Microsoft Master Services Agreement reference U6855116 , effective as of 3/25/2025 (the "Agreement"), the provisions of the Description of Services applicable to the Professional Services identified in this Work Order, and any attachments or exhibits referenced in this Work Order, all of which are incorporated herein by this reference. In this Work Order "Customer," "you," or "your" means the undersigned customer or its affiliate and "Microsoft", "we," "us," or "our" means the undersigned Microsoft affiliate.

By signing below the parties acknowledge and agree to be bound to the terms of this Work Order, the Agreement and all other provisions incorporated in them. This Work Order is effective as of the date that Microsoft signs this Work Order. Regardless of any terms and conditions contained in a purchase order, if any, the terms of this Work Order apply.

| Customer |
|--|
| Name of Customer (please print) City of Merced, CA |
| Signature |
| Name of person signing (please print) |
| Title of person signing (please print) |
| Signature date |
| Name of Customer or its Affiliate that executed the Agreement (if different from Customer above) |

APPROVED AS TO FORM:

City Attorney, City of Merced

| |
|--|
| Microsoft Affiliate |
| Name Microsoft Corporation |
| Signature |
| Name of person signing (please print) |
| Title of person signing (please print) |
| Signature date (effective date) |

Does Customer issue or require a customer purchase order for the payment of Microsoft Services?

[] Yes or [] No

If "No" is selected above, Customer represents and warrants that it does not require purchase order(s) be submitted to Microsoft for payment of the Microsoft Services Fees listed herein. Customer will not withhold payment of Microsoft's invoice due to the absence of a purchase order reference.

If no purchase order is required, Customer must complete "Customer invoice information" below and ensure it is accurate or revised in a timely manner. Further, the below "Customer invoice information" must be completed prior to: (a) Customer signing this Work Order; and (b) Microsoft invoicing Customer.

| | | |
|--|------------------------------|--|
| Customer invoice information | | |
| Name of Customer City of Merced, CA | | Contact Name (Receives invoices under this Work Order) Jeff Bennyhoff |
| Street Address 678 West 18th Street | | Contact E-Mail Address bennyhoffj@cityofmerced.org |
| City MERCED | State/Province California | Phone 209-385-6829 |
| Country United States | Postal Code 95340-4708 | Fax |

Support Services and Fees

Term.

Microsoft Enterprise Support Services will commence on 4/30/2025 (the "Support Commencement Date") and will expire on 4/29/2028 (the "Support Expiration Date").

Description of Services.

Please refer to the current Unified Support Services Description ("USSD") which will be incorporated by reference and is published by Microsoft from time to time at www.microsoft.com/unified-support-services-description. Microsoft may update the support services you purchase under this agreement from time to time, provided that the level of support services you purchase will not materially decrease during the current Term.

Services by Support Location:

| Year 1 : Unified Enterprise Support - 2025-26 USA - SLG - Enterprise West 4/30/2025 - 4/29/2026 | | |
|---|--|-----------------------------|
| Quantity | Service | Service Type |
| Included | Enterprise Online Support Portal | Administrative |
| Included | Enterprise Problem Resolution Hours As-needed | Problem Resolution Support |
| Included | Enterprise Reactive Support Management | Service Delivery Management |
| Included | Enterprise Service Delivery Management | Service Delivery Management |
| Included | Enterprise Webcasts As-Needed | Webcast |
| Included | Reactive Enabled Contacts | Problem Resolution Support |
| Included | Enterprise Advisory Support Hours As-needed | Advisory Services |
| Included | Enterprise Azure Problem Resolution Hours As-needed | Problem Resolution Support |
| Included | Enterprise On-demand Assessment | On-Demand Assessment |
| Included | Enterprise On-Demand Assessment - Setup and Config Service As-needed | On-Demand Assessment Remote |
| Included | Enterprise On-Demand Education | On-Demand Education |

| Year 1 : Designated Engineering Catalyst Business Copilots - 2025-26 USA - SLG - Enterprise West 4/30/2025 - 4/29/2026 | | |
|--|--|--------------------------------|
| Quantity | Service | Service Type |
| 8 hr | Designated Engineering Catalyst Time Business Copilots | Designated Support Engineering |
| Included | Service Delivery Management Extended | Service Delivery Management |

| | | |
|------|---|----------------|
| 2 ea | Designated Engineering Catalyst Proactive Business Copilots | Administrative |
|------|---|----------------|

| Year 1 : Unified Proactive Services Add on Unified Proactive Svcs Enterprise Modern Work - 2025-26 USA - SLG - Enterprise West 4/30/2025 - 4/29/2026 | | |
|--|--------------------------------------|-----------------------------|
| Quantity | Service | Service Type |
| Included | Service Delivery Management Extended | Service Delivery Management |
| 1 ea | Onsite Visit | Onsite Support |

| Year 2 : Unified Enterprise Support - 2026-27 USA - SLG - Enterprise West 4/30/2026 - 4/29/2027 | | |
|---|--|-----------------------------|
| Quantity | Service | Service Type |
| Included | Enterprise Online Support Portal | Administrative |
| Included | Enterprise Problem Resolution Hours As-needed | Problem Resolution Support |
| Included | Enterprise Reactive Support Management | Service Delivery Management |
| Included | Enterprise Service Delivery Management | Service Delivery Management |
| Included | Enterprise Webcasts As-Needed | Webcast |
| Included | Reactive Enabled Contacts | Problem Resolution Support |
| Included | Enterprise Advisory Support Hours As-needed | Advisory Services |
| Included | Enterprise Azure Problem Resolution Hours As-needed | Problem Resolution Support |
| Included | Enterprise On-demand Assessment | On-Demand Assessment |
| Included | Enterprise On-Demand Assessment - Setup and Config Service As-needed | On-Demand Assessment Remote |
| Included | Enterprise On-Demand Education | On-Demand Education |

| Year 2 :Unified Proactive Services Add on Unified Proactive Svcs Enterprise Modern Work - 2026-27 USA - SLG - Enterprise West 4/30/2026 - 4/29/2027 | | |
|---|--------------------------------------|-----------------------------|
| Quantity | Service | Service Type |
| Included | Service Delivery Management Extended | Service Delivery Management |
| 1 ea | Onsite Visit | Onsite Support |

| Year 2 : Designated Engineering Catalyst Business Copilots - 2026-27 USA - SLG - Enterprise West 4/30/2026 - 4/29/2027 | | |
|--|---|--------------------------------|
| Quantity | Service | Service Type |
| 8 hr | Designated Engineering Catalyst Time Business Copilots | Designated Support Engineering |
| Included | Service Delivery Management Extended | Service Delivery Management |
| 2 ea | Designated Engineering Catalyst Proactive Business Copilots | Administrative |

| Year 3 :Unified Proactive Services Add on Unified Proactive Svcs Enterprise Modern Work - 2027-28 USA - SLG - Enterprise West 4/30/2027 - 4/29/2028 | | |
|---|--------------------------------------|-----------------------------|
| Quantity | Service | Service Type |
| Included | Service Delivery Management Extended | Service Delivery Management |
| 1 ea | Onsite Visit | Onsite Support |

| Year 3 : Unified Enterprise Support - 2027-28 USA - SLG - Enterprise West 4/30/2027 - 4/29/2028 | | |
|---|--|-----------------------------|
| Quantity | Service | Service Type |
| Included | Enterprise Online Support Portal | Administrative |
| Included | Enterprise Problem Resolution Hours As-needed | Problem Resolution Support |
| Included | Enterprise Reactive Support Management | Service Delivery Management |
| Included | Enterprise Service Delivery Management | Service Delivery Management |
| Included | Enterprise Webcasts As-Needed | Webcast |
| Included | Reactive Enabled Contacts | Problem Resolution Support |
| Included | Enterprise Advisory Support Hours As-needed | Advisory Services |
| Included | Enterprise Azure Problem Resolution Hours As-needed | Problem Resolution Support |
| Included | Enterprise On-demand Assessment | On-Demand Assessment |
| Included | Enterprise On-Demand Assessment - Setup and Config Service As-needed | On-Demand Assessment Remote |
| Included | Enterprise On-Demand Education | On-Demand Education |

| Year 3 : Designated Engineering Catalyst Business Copilots - 2027-28 USA - SLG - Enterprise West 4/30/2027 - 4/29/2028 | | |
|--|---|--------------------------------|
| Quantity | Service | Service Type |
| 8 hr | Designated Engineering Catalyst Time Business Copilots | Designated Support Engineering |
| Included | Service Delivery Management Extended | Service Delivery Management |
| 2 ea | Designated Engineering Catalyst Proactive Business Copilots | Administrative |

Support Services Fees.

The items listed in the table above represent the services that Customer has purchased for use during the term of this Work Order, and applicable fees are shown in the table below. Microsoft Support Services are non-refundable and prepaid at year one and subsequent anniversaries of the Support Commencement Date. Before Microsoft commences provision of Microsoft Support Services, Microsoft must receive a signed copy of this Work Order and Customer's payment, purchase order or, if applicable, completed Customer invoice information above. Microsoft will invoice Customer, and Customer agrees to pay Microsoft within **30** calendar days of the date of Microsoft invoice. Please note that failure of payment to Microsoft may result in service suspension. Microsoft reserves the right to adjust Microsoft fees in connection with implementing any changes requested by Customer to the Microsoft Support Services ordered herein. Any modified fees will be documented in an amendment.

| Support Services Fee Summary | Year 1 – 4/30/2025- 4/29/2026 | Year 2 – 4/30/2026- 4/29/2027 | Year 3 – 4/30/ 2027- 4/29/2028 | Total USD |
|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------------------|----------------------|
| Appraised Product Spend | \$ 145,192.00 | \$ 145,192.00 | \$ 145,192.00 | \$ 435,576.00 |
| Unified Base Ent | \$ 50,000.00 | \$ 50,000.00 | \$ 50,000.00 | \$ 150,000.00 |
| Sub-Total: Microsoft Unified | \$ 50,000.00 | \$ 50,000.00 | \$ 50,000.00 | \$ 150,000.00 |
| DE Biz Copilots T0 | \$ 25,529.00 | \$ 26,422.55 | \$ 27,347.33 | \$ 79,298.88 |
| Pro Svs Ent AddOn ModWork | \$ 2,000.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 6,000.00 |
| Add-Ons | \$ 27,529.00 | \$ 28,422.55 | \$ 29,347.33 | \$ 85,298.88 |
| Flex Allowance | (\$ 25,000.00) | (\$ 25,000.00) | (\$ 25,000.00) | (\$ 75,000.00) |
| Subtotal Add-Ons | \$ 2,529.00 | \$ 3,422.55 | \$ 4,347.33 | \$ 10,298.88 |
| Total Fees (excluding taxes) | \$ 52,529.00 | \$ 53,422.55 | \$ 54,347.33 | \$ 160,298.88 |

*The Microsoft Unified Enterprise fees described above are based on the Unified Enterprise Graduated Pricing Rate Table below along with the total value each year for Customer's validly licensed, commercially released and generally available Microsoft products, and cloud services subscriptions as identified in Appendix A of this Work Order (collectively, the "Appraised Product Spend") to calculate Customer's Microsoft Unified fees for the **3 Years** Support Term.

Prior to each contract anniversary of the Support Commencement Date, Customer's Appraised Product Spend will be re-calculated for the upcoming contract year based on the previous 12 months ("Actual Product Spend"). If Customer's Actual Product Spend is more than **ten percent (10%)** above the Appraised Product Spend shown for that upcoming contract year in the Support Services Fee Summary table above, Microsoft will recalculate the associated Microsoft Unified Enterprise fees for the upcoming contract year. The recalculated Microsoft Unified Enterprise fees will be based on the Actual Product Spend and the Unified Enterprise Graduated Pricing Rate Table. The Discount Rate Table will be applied to the Microsoft Unified Enterprise fees for the appropriate year. Microsoft will invoice the customer for the difference between the re-calculated price and the original scheduled Microsoft Unified Enterprise fees sub-total from the Support Services Fee Summary table above. Customer agrees to pay Microsoft such additional amounts within **30** calendar days of the date of Microsoft's invoice. Please note that failure of payment to Microsoft may result in service suspension. Enterprise Customer may receive additional Flex Allowance which may be applied towards new proactive services, enhanced services and solutions services, and/or custom proactive services. Should Customer fail to allocate the Flex Allowance prior to the contract anniversary, Microsoft may apply the additional Flex Allowance towards new proactive credits.

| Unified Enterprise Graduated Pricing Rate Table | | | | |
|---|----------------|----------------|----------------|-------------------------------------|
| | Infrastructure | | | User |
| Product Spend | Azure | On-Prem Server | Product Spend | Modern Work, Biz Apps, On-Prem User |
| \$0 to \$1.8M | 10% | 10% | \$0 to \$1.5M | 7.5% |
| \$1.8M to \$6M | 7% | 7% | \$1.5M to \$3M | 6.5% |
| \$6M to \$12M | 5% | 5% | \$3M to \$6M | 5.5% |
| \$12M to \$30M | 3% | 3% | \$6M to \$15M | 4.5% |
| \$30M to \$60M | 2.25% | 2.25% | >\$15M | 3.5% |
| \$60M to \$120M | 2% | 2% | | |
| >\$120M | 1.75% | 1.75% | | |

All product spend amounts in the Unified Enterprise Graduated Pricing Rate Table are shown in USD. The minimum recalculated Microsoft Unified Enterprise fees is \$50,000.

| Billing Schedule | Billing Date (M/d/yyyy) | Fee USD |
|-------------------------------------|-------------------------|----------------------|
| Year 1 | 4/30/2025 | \$ 52,529.00 |
| Year 2 | 4/30/2026 | \$ 53,422.55 |
| Year 3 | 4/30/2027 | \$ 54,347.33 |
| Total Fees (excluding taxes) | | \$ 160,298.88 |

Support for Microsoft Products

Microsoft will provide support for Customer's licensed, commercially released, and generally available Microsoft products, and cloud services subscriptions purchased by Customer or Customer's Affiliate: i) under the licensing enrollments and agreements, as indicated in Appendix A; and ii) during the Term of this Work Order. Such products and subscriptions exclude those purchased by any party that is not Customer's Affiliate as of the Support Commencement Date.

Customer Named Contact(s).

Any changes to the named contacts should be submitted to Microsoft Contact.

| | | |
|--|----------------------|---|
| Name of Customer Support Service Administrator Jeff Bennyhoff | | |
| Street Address 678 W 18th Street | | Contact E-Mail Address bennyhoffj@cityofmerced.org |
| City MERCED | State/Province CA | Phone 209-385-6829 |
| Country United States | Postal Code 95340 | Fax |

Use, ownership, restrictions and rights.

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 information about Microsoft Products and Professional Services available through volume licensing. The Product Terms are published on the Volume Licensing Site and is updated from time to time. "Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

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.

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.

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.

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.

Non-Microsoft software and technology.

Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products, Fixes, or Services Deliverables.

Affiliates' rights

"Affiliate" means any legal entity that controls, is controlled by, or that is under common control with a party. "Control" means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

Customer may sublicense the rights contained in this section 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.

Restrictions on use.

Customer must not (and is not licensed 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 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 Work Order or Product documentation, Customer must not (and is not licensed to) (1) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (2) distribute, sublicense, rent, lease, lend any Products, Fixes, or Services Deliverables, in whole or in part, or use them to offer hosting services to a third party.

Reservation of rights.

Products, Fixes, and Services 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. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

Microsoft Professional Services Data Protection Addendum and Confidentiality.

"Professional Services Data" means all data, including all text, sound, video, image files, or software, that are provided to Microsoft by, or on behalf of, Customer (or that Customer authorizes Microsoft to obtain from an Online Service) or otherwise obtained or processed by or on behalf of Microsoft through an engagement with Microsoft to obtain Professional Services.

The data protection terms applying to Professional Services in effect on the effective date of this Work Order and available at <https://aka.ms/eswodpa> are incorporated herein by this reference.

For liability arising out of either party's confidentiality obligations relating to Professional Services Data provided under this Work Order, 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 paid for the applicable Professional Services under this Work Order.

Microsoft Contact

Customer contact for questions and notices about this Work Order.

| | |
|---|---|
| Microsoft Contact Name Doonarine Lall (Accenture International Limite) | |
| Phone | Contact E-Mail Address v-dlall@microsoft.com |

Appendix A

As of the Support Commencement Date, below is a list of your declared licensing enrollments and agreements for which Microsoft will provide support services as defined within this Work Order.

| Customer Name | Licensing Program | Licensing Enrollment/Agreement Number/Billing Account ID |
|--|-------------------|--|
| CITY OF MERCED (CA) | Enterprise 6 | 84467539 |
| CITY OF MERCED (CA)- 84467539-AZURE COMMERCIAL | Enterprise 6 | 7624157 |
| CITY OF MERCED (CA) | Select Plus | 7756479 |