![Microsoft logo] **Microsoft**   Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	5854775

7-3B474KXMEV

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

> For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10636
Product Selection Form	2712119.004_PSF
Enterprise Amendment	M667; M130; M423; M97; M318 (NEW)
Discount Transparency Disclosure Form	2712119.004_DTDF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Pinellas County Board of County Commissioners
Signature* *Barry Burton*
Printed First and Last Name* Barry Burton
Printed Title County Administrator
Signature Date* November 4, 2024
Tax ID

* indicates required field

APPROVED AS TO FORM

By: ___*Keiah Townsend*___

Office of the County Attorney

Microsoft Affiliate
Microsoft Corporation

Signature	*Denisse Martinez Martinez*
Printed First and Last Name	Denisse Martinez Martinez
Printed Title	Microsoft Authorized Signatory
Signature Date (date Microsoft Affiliate countersigns)	Oct-30-2024

Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Enterprise Enrollment

State and Local

Enterprise Enrollment number *(Microsoft to complete)*	46303086
Previous Enrollment number *(Reseller to complete)*	50272074

Framework ID *(if applicable)*	

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) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (6) 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 and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2.   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 retrospectively 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 in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available.

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 may 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. Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. 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, 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 option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received 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.

Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and the following Affiliate(s):

Unless specifically identified above, all Affiliates of Customer, either existing at the execution of this Enrollment or created or acquired after the execution of this Enrollment, will be excluded from the Enterprise. To request that an additional Affiliate be included in Customer's Enterprise, Customer must identify an Affiliate to Microsoft in writing and provide any required documentation. Microsoft will reasonably review requests under this paragraph and may approve the inclusion of an Affiliate in Customer's Enterprise in its sole discretion.

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)*** Pinellas County Board of County Commissioners
> **Contact name: First*** Scott **Middle**   **Last*** Davis
> **Contact email address*** sdavis@pinellascounty.org
> **Street address*** 315 Court Street
> **City*** Clearwater
> **State*** FL
> **Postal code*** 33756-5165 -
> (Please provide the zip + 4, e.g. xxxxx-xxxx)
> **Country*** United States
> **Phone*** 727-453-3272
> **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 Servies, 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* Scott **Middle** **Last*** Davis
Contact email address* sdavis@pinellascounty.org
Street address* 315 Court Street
City* Clearwater
State* FL
Postal code* 33756-5165 -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 727-453-3272
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* Scott **Middle** **Last*** Davis
Contact email address* sdavis@pinellascounty.org
Phone* 727-453-3272
☐ 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* SHI International Corp.
Street address (PO boxes will not be accepted)* 290 Davidson Ave
City* Somerset
State* NJ
Postal code* 08873-4145
Country* United States
Contact name* Kai Williams
Phone* 888-764-8888
Contact email address* msteam@shi.com
* indicates required fields

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

Signature* *Kai Williams*

Printed name* Kai Williams
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.

Previous Enrollment(s)/Agreement(s) Form

Entity Name: Pinellas County Board of County Commissioners
Contract that this form is attached to: State Local Government

> For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

  a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.

  b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.

  c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.

  d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).

  e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	50272074	X	X

Microsoft | Volume Licensing

Proposal ID	Enrollment Number
2744687.003	

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	1,050	1,050	1.0	User Licenses

Products	Enterprise Quantity
Microsoft 365 Enterprise	
M365 G5 GCC	229
M365 G5 GCC FromSA Renewal	821

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	1050	1050	1050	1050

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Microsoft | Volume Licensing

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Amendment to Contract Documents

Enrollment Number [   ]

These amendments are entered into between the parties identified on the attached program signature form. They amend the Enrollment or Agreement identified above. All terms used but not defined in these amendments will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment
Special Ramped Pricing
Amendment M667

Microsoft is providing Enrolled Affiliate with one-time special ramped pricing for the Products listed in the table below only during the initial term of the Enrollment to help offset deployment and/or dual running costs and better align Enrolled Affiliate's investment with realized business value in those years. Accordingly, the parties agree that during the initial term of this Enrollment, Enrolled Affiliate may not reduce the stated Minimum Seat Quantity for any Product listed in the table below.
Enrolled Affiliate acknowledges that the terms, including the special ramped pricing, described herein are fixed for the initial term of this Enrollment and will not be subject to re-negotiation.

Microsoft is under no obligation to offer this or a similar concession upon renewal of the Enrollment.

SKU	Product	Minimum Seat Quantity
AAL-45735	M365 G5 GCC Sub Per User	4,702

Enterprise Enrollment
Multi-Tenant Enrollment
Amendment M130

1. Definitions.

a. "Lead Enrollment" means the Enrollment number listed at the top of this Amendment.

b. "Tenant" means the environment established by Microsoft on its multi-tenant servers from which Online Services are hosted for Enrolled Affiliate's Enterprise.

c. More information about Tenants may be found in the applicable Services Descriptions posted to the following or a successor site Microsoft identifies: http://technet.microsoft.com/en-us/library/jj819284.aspx

d. "Tenant Administrator" means any licensed user of a Tenant that has their role set to "Global Administrator" in their profile settings in the Tenant User Administration page of the tenant portal. A Tenant can have multiple users configured as "Global Administrator" and in this case there is no differentiation of technical capabilities between them, they are each Tenant Administrators for that Tenant and can perform their technical functions unilaterally. The login credentials must be unique across the entire global system for each user, including but not limited to, users that are configured as Tenant Administrators. Each Tenant will require Tenant Administrator(s).

2. Tenant Enrollment terms.

a. Customer Data in each Tenant is logically isolated from Customer Data in other Tenants, and each Tenant is managed separately by Tenant Administrator(s) using entirely different login credentials. Two Tenants may not share Tenant Administrator(s) with the same login credentials or share data objects such as address lists or SharePoint Online sites.

b. To enable multiple Tenants for Online Services Plans, as identified in the Product Terms, Enrolled Affiliate can request assignment of an enrollment number ("Tenant Enrollment") for each Affiliate (or a department or division thereof), or subset of Affiliates, included in its Enterprise, or a department or division of Enrolled Affiliate, that require separate Tenants ("Tenant Affiliate"). Tenant Enrollments may only be established for Affiliates (or a department or division thereof) included in the Enrolled Affiliate's Enterprise in the "Enrolled Affiliate's Enterprise" section of the Enrollment or for a department or division of Enrolled Affiliate.

c. To facilitate Tenant Enrollments for Tenant Affiliates, the parties agree that an enrollment number will be assigned for each Tenant Affiliate listed in the Tenant Information Excel Form attached as an Appendix to this Amendment. Enrolled Affiliate hereby accepts the terms and conditions of the Lead Enrollment on behalf of each Tenant Affiliate. Enrolled Affiliates represents and warrants that it has the right, power, and authority to accept on behalf of Tenant Affiliate.

d. Notwithstanding that the Tenant Affiliates listed in the Tenant Information Excel Form attached as an Appendix will appear as Enrolled Affiliates in Microsoft's Volume Licensing Servicing Center ("VLSC"), Enrolled Affiliate acknowledges and agrees that it is the sole Enrolled Affiliate, and sole Licensee, with respect to each Tenant Enrollment, and Enrolled Affiliate will be solely responsible for each Tenant Enrollment's compliance with the terms and conditions of the Lead Enrollment and the associated Enterprise Agreement.

e. Price level under each Tenant Enrollment will be the same level that is reflected on the Product Selection Form and is based upon the aggregate of License and Software Assurance

quantity of the Lead Enrollment and each Tenant Enrollment as described in the Product Selection Form or as described in other agreement documents.

f. The effective date, term, anniversary dates and payment dates for each Tenant Enrollment shall coincide with the Lead Enrollment identified above.

g. All Product Licenses that are not covered in the scope of the Online Services must be purchased under the Lead Enrollment, including Enterprise Products and Additional Products.

h. Enrolled Affiliate must submit an annual order (EAS Enrollments) or annual True Up order (EA Enrollments) for each Tenant Enrollment as per the terms of the Lead Enrollment and (if applicable) the submission of an Update Statement under each Tenant Enrollment. The initial order and all subsequent orders will be submitted separately for each respective Tenant Enrollment. For any included Affiliate that remains licensed with on-premise Licenses and does not require a separate Tenant Enrollment, orders must be placed under the Lead Enrollment.

i. Tenant Enrollment is exempt from the minimum order requirement in section 2.a of the Lead Enrollment.

j. If the Enrolled Affiliate is Transitioning Licenses (as contemplated in the Lead Enrollment), Licenses from which the Enrolled Affiliate is Transitioning will be reduced from the Lead Enrollment identified above and the Licenses to which the Enrolled Affiliate is Transitioning will be ordered under the specific Tenant Enrollment(s).

k. Each Tenant Enrollment may be managed separately in VLSC (or a successor site) by the individuals whose names and contact information are identified in Tenant Information Excel Form attached as an Appendix to the Amendment, or by other individuals to whom each Tenant Affiliate may delegate such management responsibilities, to the same extent as if such Tenant Affiliate had enrolled separately as an Enrolled Affiliate under the Enterprise Agreement pursuant to its own Enrollment.

l. Enrollment acceptance and order reminders will be sent to contact(s) identified on the Lead Enrollment only.

3. *Technical considerations for multi-Tenant deployment.*

Each Tenant Affiliate will be assigned a separate Tenant, provided that it complies with the terms and conditions of this Amendment.

Each Tenant Affiliate will manage its Tenant separately in the administrator console. This will permit and require each Tenant Affiliate to be managed and operated independently of the other.

Due to the independent nature of each Affiliate Tenant from the other, there will be a number of technical boundaries associated with managing or using the tenants together, including but not limited to those in the following list:

a. No ability to provide consolidated administrative reporting or control across Tenants, no automated ability to move users between Tenants. For example, if a user moves from one Tenant Affiliate to another, this will require Tenant Administrators to manually create new User accounts, download mail to PST files and import, and delete old user.

b. No consolidated Global Address List for all Tenants.

c. No ability for a single individual with the same Tenant Administrator login credentials to manage more than one Tenant. However, it is possible for a single person to have unique login credentials for each tenant as long as they track their own login credentials.

d. No ability to share domain names across Tenants, no ability to share SIP domains (each Tenant will have a separate Skype for Business Online SIP domain).

e. Separate Licenses required if users in one Tenant need to access SharePoint Online in another Tenant, no master SharePoint content index combining all Tenants (each Tenant's index will be restricted to that Tenant).

    f. Additional on-premise configuration required for directory synchronization; some scenarios may not be possible. Affiliate is advised to consult with technical specialists prior to signing this Amendment to determine if their proposed configuration will work.

4. Contact Information for Tenant Enrollment

    a. Primary Contact. For purposes of delineating enrollments, Tenant Enrollments will be delineated uniquely in the enrollment details to be displayed on VLSC with the following format "Tenant-Lead Enrollment number-Tenant Affiliate Name". This name must be provided in the Tenant Information Excel Form attached as an Appendix for this Amendment under Tenant Affiliate Name. The individual contact identified as Primary contact will be the same individual with the same physical address across all Tenant Enrollments as identified on the Lead Enrollment.

    b. For each Tenant Enrollment, an Online Services Manager must be provided in the Tenant Information Excel Form attached as an Appendix to this Amendment.

    c. Microsoft may, from time to time, contact the Online Services Manager regarding the Tenant(s).

    d. Warning: If the Online service Manager Contact is a third party (not Enrolled Affiliate) please be aware that this contact receives personally identifiable information of the Customer and its Affiliates.

This Amendment must be attached to a signature form and accompanied by the *Tenant Information* – Excel Form to be valid. The Number of tenant(s) listed in the *Tenant Information* – Excel Form file is: 1.

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Appendix

Tenant Information – Excel Form attached

</div>

Enterprise Enrollment
Multiple Azure Billing Tenants Under a Single Enrollment
Amendment ID M423

1. Definitions.

"Azure Billing Tenant" means the environment established by Microsoft on its multi-tenant servers from which a customer accesses Microsoft Azure Services.

"Lead Enrollment" means the Enrollment identified above.

"Billing Tenant Enrollment" means the enrollment associated with an Azure Billing Tenant established for a Tenant Affiliate under this Amendment.

"Tenant Administrator" means any licensed user of an Azure Billing Tenant that has its role set to "Global Administrator" in the profile settings in the Tenant User Administration page of the tenant portal.

"Tenant Affiliate" means an Affiliate, department, or any user group included in the Enrolled Affiliate's Enterprise who will access the Azure Billing Tenant that is identified in the Tenant Information Excel Form attached as an Appendix to this Amendment.

2. The parties agree to the following Billing Tenant Enrollment Terms as follows:

a. **Tenant Affiliate Access and Enrolled Affiliate Obligations**. Each Tenant Affiliate may access each Azure Billing Tenant and its corresponding Billing Tenant Enrollment identified in the Tenant Information Excel Form attached as an Appendix to this Amendment. Enrolled Affiliate acknowledges and agrees that: (i) it is the sole Enrolled Affiliate; (ii) it is the sole Licensee with respect to each Billing Tenant Enrollment; and, (iii) it is solely responsible for ensuring that each of its Tenant Affiliate's comply with the terms and conditions set forth in the Lead Enrollment and any subsequent amendment hereof.

b. **Tenant Administrator User Credentials.** Each Tenant Administrator must have its own, unique, login credential and shall manage each Azure Billing Tenant separately. No two Azure Billing Tenants may share one Tenant Administrator login credential or data object(s).

c. **Azure Prepayment.** Each Tenant Affiliate can purchase an Azure Prepayment; however, the allocated funds for such commitment cannot be transferred between Azure Billing Tenants and Tenant Affiliates.

d. **Purchasing**

   (i) <u>Purchase eligibility</u>. Billing Tenant Enrollments may only be used to purchase Microsoft Azure Services and Microsoft Azure Services Plans.

   (ii) <u>Pricing</u>. The price for Microsoft Azure Services and Microsoft Azure Services Plans purchased under a Billing Tenant Enrollment will be based on the pricelist current as of the Billing Tenant Enrollment Effective Date. Any price adjustment to a Billing Tenant Enrollment will be applicable only to that Billing Tenant Enrollment.

   (iii) <u>Initial Order</u>. Each Billing Tenant Enrollment must include an initial order.

   (iv) <u>Billing Tenant Enrollment Effective Date</u>. The effective date of a Billing Tenant Enrollment will be the processing date of the initial order.

e. **Orders.** Enrolled Affiliate must submit separate orders, on behalf of each Billing Tenant Enrollment. Orders shall be governed by the terms set forth in the Lead Enrollment, except as

specified in this Amendment. Orders are not transferrable between Billing Tenant Enrollments. Billing Tenant Enrollment acceptance and order reminders will be sent to the contact(s) identified on the Lead Enrollment only.

f. **Notices Contact and Online Services Manager.** Each Billing Tenant Enrollment, shall have its own Notices Contact and Online Services Manager as listed in the Tenant Information Excel Form attached as an Appendix to this Amendment. The Notices Contact and Online Services Manager is authorized to manage the Microsoft Azure Services obtained under the related Billing Tenant Enrollment.

g. The expiration date, anniversary dates, payment dates and applicable taxes for each Billing Tenant Enrollment shall be the same as in the Lead Enrollment.

h. Warning: If the Online service Manager Contact is third party (not Enrolled Affiliate) please be aware that this contact receives personally identifiable information of the Customer and it Affiliates.

This Amendment must be attached to a signature form and accompanies by the Tenant Information Excel Form to be valid. The Number of Tenant (s) listed in the Tenant Information Excel form file is:1

Appendix Tenant Information Excel Form is attached
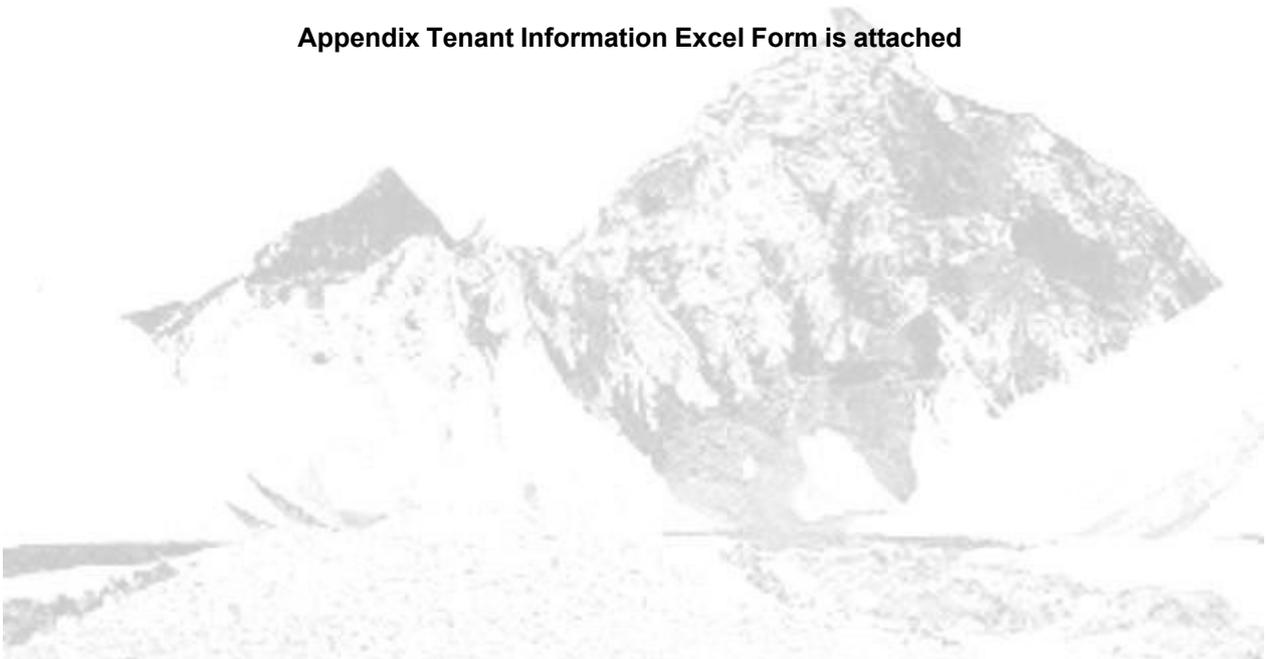
Enterprise Enrollment
Invoice for Quoted Price
Amendment ID M97

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

SKU Number	SKU Description	Existing Quantity	Incremental quantities
7VX-00001	Project P5 GCC Sub Per User	3	0
3QS-00001	SharePoint P1 GCC Sub Per User	0	74
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	76	0
VA1-00001	Teams Rooms Pro GCC Sub Per Device	0	44
HWT-00001	Visio P1 GCC Sub Per User	0	2
LML-00001	Yammer Enterprise GCC Sub Add-on To O365 M365 F3 E5	1	4750
AAD-63092	M365 F3 Unified GCC Sub Per User	0	74
91C-00004	M365 F5 Security + Compliance GCC Sub Add-on	0	74
SDY-00001	Power Apps Portal Login T1 GCC Sub Add-on	2	0
SEL-00001	Power Apps Premium GCC Sub Per User	14	0
SFR-00001	Power Automate GCC Sub Per User	20	0
HKL-00002	Power BI Premium P1 GCC Sub	1	0
9IM-00003	Power BI Premium USL AO GCC Sub Add-on	13	0
6U1-00004	Power BI Premium USL GCC Sub Per User	10	0
PF1-00002	Project P1 GCC Sub Per User	0	5
7MS-00001	Project P3 GCC Sub Per User	219	0

SKU Number	SKU Description	Existing Quantity	Incremental quantities
3NS-00003	Exchange Online P2 GCC Sub Per User	315	0
AAL-45735	M365 G5 GCC Sub Per User	167	4535
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	2	0
3GU-00001	Defender O365 P1 GCC Sub Per User	315	0
P3U-00001	Visio P2 GCC Sub Per User	287	2
MEB-00001	W365 Ent 2vCPU/8GB/128GB GCC Sub Per User	1	0
MF1-00001	W365 Ent 4vCPU/16GB/128GB GCC Sub Per User	1	0
MFI-00001	W365 Ent 8vCPU/32GB/128GB GCC Sub Per User	1	0
28U-00005	D365 Finance GCC Sub Per User	40	0
3MS-00002	Exchange Online P1 GCC SU Exchange Online Kiosk Per User	0	74

Enterprise Enrollment
Yammer for GCC
Amendment ID M318

1.   Defined terms.

"Yammer Enterprise" means the multi-tenant service offering, Yammer Enterprise, as described in the Product Terms dated December 1, 2016.

2.   Additional Rights to Yammer Enterprise.

In order to be eligible for Yammer Enterprise, Customer or Enrolled Affiliate must have purchased user subscription licenses ("USLs") under the Enrollment for at least one of the following Office 365 for Government offerings ("Qualifying Office 365-G Suites").

- Office 365 Government/GOVCON E1
- Office 365 Government/GOVCON E3
- Office 365 Government/GOVCON E4
- Office 365 Government/GOVCON E5
-

Following its execution of this Amendment, each of Enrolled Affiliate's users assigned to a USL for a Qualifying Office 365-G Suite is entitled to use Yammer Enterprise, at no additional cost, for the duration of the earlier of (i) the USL subscription term and (ii) the term of this Amendment, subject to the terms and conditions of this amendment. Enrolled Affiliate may not assign any Yammer Enterprise USLs provided at no additional cost under this Amendment to any users that are not assigned to a Qualifying Office 365-G Suite.

Microsoft's provision of Yammer Enterprise under the Enrollment will be subject solely to the terms of the Enrollment, Agreement, Online Services Terms dated December 1, 2016 and Product Terms dated December 1, 2016, except as otherwise provided in this Amendment.

Yammer Enterprise is provided in a "public cloud," not in a "community cloud," as such terms are defined in NIST Special Publication 800-145. It is neither part of, nor a component of, Office 365 for Government.

If Microsoft integrates Yammer Enterprise features or functionality into any Office 365 for Government Online Service, Microsoft makes no representation or warranty that Enrolled Affiliate will be able to migrate its Customer Data from Yammer Enterprise to Office 365 for Government, nor that any such migration (if possible) will be performed by Microsoft at no cost.

In order to provide Yammer Enterprise to eligible users of Qualifying Office 365-G Suites at no additional cost as set forth above, Microsoft will invoice Enrolled Affiliate (or Enrolled Affiliate's Reseller, if applicable) for the applicable SKU, for a quantity of Yammer Enterprise not to exceed, in aggregate, the total number of Licenses Enrolled Affiliate has purchased for Office 365-G Suites.

It is the intent of Microsoft that the terms of this amendment, and the provision of Yammer Enterprise (for the limited purpose set forth above), be in compliance with all applicable federal, state and local laws and regulations. All Products are provided under this Amendment for the sole use and benefit of Enrolled Affiliate for its government functions only, and are not provided for use by or personal benefit of any government employees.

This Amendment shall automatically terminate upon any termination or expiration of the Enrollment term. In addition, Microsoft shall have the right to immediately terminate this Amendment in the event Customer or the Enrolled Affiliate breaches any obligation in this Amendment.

Except for changes made by these amendments, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in these amendments and any provision in the Enrollment or Agreement identified above, these amendments shall control.

Microsoft Internal Use Only:

(M667)EnrAmend(M365E5SpecialRampedPricing)(WW)(ENG)(Nov2022)(IU).docx		M667	B
(M130)EnrAmend(MultiTenantEnrollment)(WW)(ENG)(Sep2022).docx		M130	PLSS
(M423)EnrMultiTenant(MultipleAzureBillingTenantsUnderASingleEnrollment)(WW)(ENG)(Mar2022)(IU).docx		M423	PLSS
(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Jan2023)v2(IU).docx		M97	B
(M318)EnrAmend(YammerforGCC)(WW)(ENG)(Aug2017)(IU).docx		M318	B

Microsoft | Volume Licensing

Discount Transparency Disclosure Form

Date:	9/21/2024
Program:	Enterprise 6
Enrollment Number:	Renewal
Quote Number:	2712119.004
Reseller Name:	SHI International Corp.
Reseller Address:	290 Davidson Ave Somerset, New Jersey, US, 08873-4145

Discount Details

For this enrollment, Microsoft provided the Customer's Partner a discount off of the Partner's Net Price. The Partner is required, by Microsoft, to pass on the discount to the Customer by reducing the Microsoft Product resale price by an amount equal to or greater than the discount.

Listed on this form is the maximum price the Partner may charge for the Microsoft Products to be ordered under this enrollment. The Maximum Resale Price (MRP) is calculated by subtracting the discount provided to the Partner, from the total estimated resale price for the Microsoft Products.

The requirement to pass through the discount does not mean that Microsoft is setting the Customer's actual price. Partners remain free to set the price charged for Microsoft Products at any point equal to or below MRP. The Customer's actual price will be established by a separate agreement between Customer and its Partner. Note that the MRP listed on this form does not include fees for non-Microsoft products, partner services or normal transaction costs. Normal transaction costs include taxes or other fees assessed by a local or federal government.

For Ordered Products

Currency	Maximum Resale Price
US Dollar	11,940,168.64

In this form, the following definitions apply:

"Customer" means the entity that may enter or has entered into a Contract with the Partner.

"Contract" means a binding agreement between the Partner and Affiliate, under which Customer orders Products from Partner.

"Microsoft" means (1) the entity that has entered into an agreement with Partner under which Partner may place orders for Microsoft Products for use by the Customer and (2) the affiliates of such entity, as appropriate.

"Maximum Resale Price" means the sum of the Estimated Resale Price for the Microsoft Products ordered under the Customer Contract minus the discount off of the Partner's Net Price provided by Microsoft listed in the currency in which the Partner or Partner's reseller transacts with Microsoft.

"Product" means all Microsoft Products identified in the Product Terms, such as all Software, Online Services, and other web-based services, including pre-release or beta version. Microsoft product availability may vary by region.

Partner:	SHI International Corp.
	Pinellas County Board of County
Customer:	Commissioners
Signature of Customer's authorized representative:	
Printed name:	
Printed title:	
Date:	

SECTION 1 - Licenses and Software Assurance

Ordered Product Pricing & Usage Year 1

Product Description	Part Number	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Additional Products					
Visual Studio Ent with GitHub ALng SA	QEJ-00003	1,287.00	15	United States	19,305.00
Visual Studio Pro with GitHub ALng SA	QEK-00003	369.00	15	United States	5,535.00
CIS Suite Datacenter Core ALng SA 16L	9GS-00130	1,596.00	71	United States	113,316.00
CIS Suite Standard Core ALng SA 16L	9GA-00310	339.00	33	United States	11,187.00
SQL Server Enterprise Core ALng SA 2L	7JQ-00343	2,968.00	38	United States	112,784.00
SQL Server Standard Core ALng SA 2L	7NQ-00292	774.00	34	United States	26,316.00
Win Remote Desktop Services CAL ALng SA UCAL	6VC-01254	29.00	1,055	United States	30,595.00
Win Server DC Core ALng SA 2L	9EA-00278	152.00	120	United States	18,240.00
Win Server DC Core Ext Security 2012 2 Core Y2 (October 2024-2025)	AAN-21004	604.00	43	United States	25,972.00
Win Server Standard Core ALng SA 16L	9EM-00267	184.00	3	United States	552.00
Total Year 1 Maximum Price Licenses and Software Assurance					**363,802.00**

Ordered Product Pricing & Usage Year 2

Product Description	Part Number	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Additional Products					
Visual Studio Ent with GitHub ALng SA	QEJ-00003	1,287.00	15	United States	19,305.00
Visual Studio Pro with GitHub ALng SA	QEK-00003	369.00	15	United States	5,535.00
CIS Suite Datacenter Core ALng SA 16L	9GS-00130	1,596.00	71	United States	113,316.00
CIS Suite Standard Core ALng SA 16L	9GA-00310	339.00	33	United States	11,187.00
SQL Server Enterprise Core ALng SA 2L	7JQ-00343	2,968.00	38	United States	112,784.00
SQL Server Standard Core ALng SA 2L	7NQ-00292	774.00	34	United States	26,316.00
Win Remote Desktop Services CAL ALng SA UCAL	6VC-01254	29.00	1,055	United States	30,595.00
Win Server DC Core ALng SA 2L	9EA-00278	152.00	120	United States	18,240.00
Win Server Standard Core ALng SA 16L	9EM-00267	184.00	3	United States	552.00
Total Year 2 Maximum Price Licenses and Software Assurance					**337,830.00**

Ordered Product Pricing & Usage Year 3

Product Description	Part Number	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Additional Products					
Visual Studio Ent with GitHub ALng SA	QEJ-00003	1,287.00	15	United States	19,305.00
Visual Studio Pro with GitHub ALng SA	QEK-00003	369.00	15	United States	5,535.00

CIS Suite Datacenter Core ALng SA 16L	9GS-00130	1,596.00	71	United States	113,316.00
CIS Suite Standard Core ALng SA 16L	9GA-00310	339.00	33	United States	11,187.00
SQL Server Enterprise Core ALng SA 2L	7JQ-00343	2,968.00	38	United States	112,784.00
SQL Server Standard Core ALng SA 2L	7NQ-00292	774.00	34	United States	26,316.00
Win Remote Desktop Services CAL ALng SA UCAL	6VC-01254	29.00	1,055	United States	30,595.00
Win Server DC Core ALng SA 2L	9EA-00278	152.00	120	United States	18,240.00
Win Server Standard Core ALng SA 16L	9EM-00267	184.00	3	United States	552.00
Total Year 3 Maximum Price Licenses and Software Assurance					**337,830.00**

SECTION 2 - Monthly Subscriptions									
Ordered Product Pricing & Usage Year 1									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Enterprise									
M365 G5 GCC Sub Per User	AAL-45735	Adjustable	10/1/2024	Monthly	12	52.54	4,677	United States	2,948,754.96
Enterprise Tenant ID: Pinellas Lab									
M365 G3 Unified FUSL GCC Sub Per User	AAD-34704	Adjustable	10/1/2024	Monthly	12	36.43	2	United States	874.32
M365 G5 GCC Sub Per User	AAL-45735	Adjustable	10/1/2024	Monthly	12	52.54	25	United States	15,762.00
Additional Products									
Defender O365 P1 GCC Sub Per User	3GU-00001	Adjustable	10/1/2024	Monthly	12	1.88	315	United States	7,106.40
Visio P2 GCC Sub Per User	P3U-00001	Adjustable	10/1/2024	Monthly	12	14.10	289	United States	48,898.80
W365 Ent 2vCPU/8GB/128GB GCC Sub Per User	MEB-00001	Adjustable	10/1/2024	Monthly	12	61.50	1	United States	738.00
W365 Ent 4vCPU/16GB/128GB GCC Sub Per User	MF1-00001	Adjustable	10/1/2024	Monthly	12	99.00	1	United States	1,188.00
W365 Ent 8vCPU/32GB/128GB GCC Sub Per User	MFI-00001	Adjustable	10/1/2024	Monthly	12	184.50	1	United States	2,214.00
AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision	J5U-00004	Adjustable	10/1/2024	Monthly	12	0.00	1	United States	0.00
D365 Finance GCC Sub Per User	28U-00005	Adjustable	10/1/2024	Monthly	12	198.00	40	United States	95,040.00
Exchange Online P1 GCC SU Exchange Online Kiosk Per User	3MS-00002	Adjustable	10/1/2024	Monthly	12	1.54	74	United States	1,367.52
Exchange Online P2 GCC Sub Per User	3NS-00003	Adjustable	10/1/2024	Monthly	12	7.50	315	United States	28,350.00
M365 F3 Unified GCC Sub Per User	AAD-63092	Adjustable	10/1/2024	Monthly	12	7.92	74	United States	7,032.96
M365 F5 Security + Compliance GCC Sub Add-on	91C-00004	Adjustable	10/1/2024	Monthly	12	12.79	74	United States	11,357.52
Power Apps Portal Login T1 GCC Sub Add-on	SDY-00001	Adjustable	10/1/2024	Monthly	12	220.00	2	United States	5,280.00
Power Apps Premium GCC Sub Per User	SEL-00001	Adjustable	10/1/2024	Monthly	12	22.00	14	United States	3,696.00
Power Automate GCC Sub Per User	SFR-00001	Adjustable	10/1/2024	Monthly	12	16.50	20	United States	3,960.00
Power BI Premium P1 GCC Sub	HKL-00002	Adjustable	10/1/2024	Monthly	12	4,670.40	1	United States	56,044.80
Power BI Premium USL AO GCC Sub Add-on	9IM-00003	Adjustable	10/1/2024	Monthly	12	9.40	13	United States	1,466.40
Power BI Premium USL GCC Sub Per User	6U1-00004	Adjustable	10/1/2024	Monthly	12	18.70	10	United States	2,244.00
Project P1 GCC Sub Per User	PF1-00002	Adjustable	10/1/2024	Monthly	12	9.40	5	United States	564.00
Project P3 GCC Sub Per User	7MS-00001	Adjustable	10/1/2024	Monthly	12	28.10	219	United States	73,846.80
Project P5 GCC Sub Per User	7VX-00001	Adjustable	10/1/2024	Monthly	12	51.50	3	United States	1,854.00
SharePoint P1 GCC Sub Per User	3QS-00001	Adjustable	10/1/2024	Monthly	12	4.70	74	United States	4,173.60
Teams AC with Dial Out US/CA GCC Sub Add-on	NYH-00001	Adjustable	10/1/2024	Monthly	12	0.00	74	United States	0.00
Teams Premium Introductory Pricing GCC Sub Per User	WFK-00004	Adjustable	10/1/2024	Monthly	12	7.70	1	United States	92.40
Teams Rooms Pro GCC Sub Per Device	VA1-00001	Adjustable	10/1/2024	Monthly	12	44.00	44	United States	23,232.00
Visio P1 GCC Sub Per User	HWT-00001	Adjustable	10/1/2024	Monthly	12	4.70	2	United States	112.80
Yammer Enterprise GCC Sub Add-on To O365 M365 F3 E5	LML-00001	Adjustable	10/1/2024	Monthly	12	0.00	4,751	United States	0.00

Additional Products Tenant ID: Pinellas – MAC								
Azure Monetary Commitment Provision	AAA-35418	Adjustable	10/1/2024	Monthly	12	0.00	1	United States	0.00

Additional Products Tenant ID: Pinellas Lab								
Teams AC with Dial Out US/CA GCC Sub Add-on	NYH-00001	Adjustable	10/1/2024	Monthly	12	0.00	2	United States	0.00

Total Year 1 Maximum Price Monthly Subscriptions									3,345,251.28

Ordered Product Pricing & Usage Year 2

Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Enterprise									
M365 G5 GCC Sub Per User	AAL-45735	Adjustable	-	Monthly	12	57.68	4,677	United States	3,237,232.32
Enterprise Tenant ID: Pinellas Lab									
M365 G3 Unified FUSL GCC Sub Per User	AAD-34704	Adjustable	-	Monthly	12	36.43	2	United States	874.32
M365 G5 GCC Sub Per User	AAL-45735	Adjustable	-	Monthly	12	57.68	25	United States	17,304.00
Additional Products									
Defender O365 P1 GCC Sub Per User	3GU-00001	Adjustable	-	Monthly	12	1.88	315	United States	7,106.40
Visio P2 GCC Sub Per User	P3U-00001	Adjustable	-	Monthly	12	14.10	289	United States	48,898.80
W365 Ent 2vCPU/8GB/128GB GCC Sub Per User	MEB-00001	Adjustable	-	Monthly	12	61.50	1	United States	738.00
W365 Ent 4vCPU/16GB/128GB GCC Sub Per User	MF1-00001	Adjustable	-	Monthly	12	99.00	1	United States	1,188.00
W365 Ent 8vCPU/32GB/128GB GCC Sub Per User	MFI-00001	Adjustable	-	Monthly	12	184.50	1	United States	2,214.00
AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision	J5U-00004	Adjustable	-	Monthly	12	0.00	1	United States	0.00
D365 Finance GCC Sub Per User	28U-00005	Adjustable	-	Monthly	12	198.00	40	United States	95,040.00
Exchange Online P1 GCC SU Exchange Online Kiosk Per User	3MS-00002	Adjustable	-	Monthly	12	1.54	74	United States	1,367.52
Exchange Online P2 GCC Sub Per User	3NS-00003	Adjustable	-	Monthly	12	7.50	315	United States	28,350.00
M365 F3 Unified GCC Sub Per User	AAD-63092	Adjustable	-	Monthly	12	7.92	74	United States	7,032.96
M365 F5 Security + Compliance GCC Sub Add-on	91C-00004	Adjustable	-	Monthly	12	12.79	74	United States	11,357.52
Power Apps Portal Login T1 GCC Sub Add-on	SDY-00001	Adjustable	-	Monthly	12	220.00	2	United States	5,280.00
Power Apps Premium GCC Sub Per User	SEL-00001	Adjustable	-	Monthly	12	22.00	14	United States	3,696.00
Power Automate GCC Sub Per User	SFR-00001	Adjustable	-	Monthly	12	16.50	20	United States	3,960.00
Power BI Premium P1 GCC Sub	HKL-00002	Adjustable	-	Monthly	12	4,670.40	1	United States	56,044.80
Power BI Premium USL AO GCC Sub Add-on	9IM-00003	Adjustable	-	Monthly	12	9.40	13	United States	1,466.40
Power BI Premium USL GCC Sub Per User	6U1-00004	Adjustable	-	Monthly	12	18.70	10	United States	2,244.00
Project P1 GCC Sub Per User	PF1-00002	Adjustable	-	Monthly	12	9.40	5	United States	564.00
Project P3 GCC Sub Per User	7MS-00001	Adjustable	-	Monthly	12	28.10	219	United States	73,846.80
Project P5 GCC Sub Per User	7VX-00001	Adjustable	-	Monthly	12	51.50	3	United States	1,854.00
SharePoint P1 GCC Sub Per User	3QS-00001	Adjustable	-	Monthly	12	4.70	74	United States	4,173.60
Teams AC with Dial Out US/CA GCC Sub Add-on	NYH-00001	Adjustable	-	Monthly	12	0.00	74	United States	0.00
Teams Premium Introductory Pricing GCC Sub Per User	WFK-00004	Adjustable	-	Monthly	12	7.70	1	United States	92.40

Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Teams Rooms Pro GCC Sub Per Device	VA1-00001	Adjustable	-	Monthly	12	44.00	44	United States	23,232.00
Visio P1 GCC Sub Per User	HWT-00001	Adjustable	-	Monthly	12	4.70	2	United States	112.80
Yammer Enterprise GCC Sub Add-on To O365 M365 F3 E5	LML-00001	Adjustable	-	Monthly	12	0.00	4,751	United States	0.00
Additional Products Tenant ID: Pinellas – MAC									
Azure Monetary Commitment Provision	AAA-35418	Adjustable	-	Monthly	12	0.00	1	United States	0.00
Additional Products Tenant ID: Pinellas Lab									
Teams AC with Dial Out US/CA GCC Sub Add-on	NYH-00001	Adjustable	-	Monthly	12	0.00	2	United States	0.00
Total Year 2 Maximum Price Monthly Subscriptions									**3,635,270.64**

Ordered Product Pricing & Usage Year 3									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Enterprise									
M365 G5 GCC Sub Per User	AAL-45735	Adjustable	-	Monthly	12	62.70	4,677	United States	3,518,974.80
Enterprise Tenant ID: Pinellas Lab									
M365 G3 Unified FUSL GCC Sub Per User	AAD-34704	Adjustable	-	Monthly	12	39.60	2	United States	950.40
M365 G5 GCC Sub Per User	AAL-45735	Adjustable	-	Monthly	12	62.70	25	United States	18,810.00
Additional Products									
Defender O365 P1 GCC Sub Per User	3GU-00001	Adjustable	-	Monthly	12	1.88	315	United States	7,106.40
Visio P2 GCC Sub Per User	P3U-00001	Adjustable	-	Monthly	12	14.10	289	United States	48,898.80
W365 Ent 2vCPU/8GB/128GB GCC Sub Per User	MEB-00001	Adjustable	-	Monthly	12	61.50	1	United States	738.00
W365 Ent 4vCPU/16GB/128GB GCC Sub Per User	MF1-00001	Adjustable	-	Monthly	12	99.00	1	United States	1,188.00
W365 Ent 8vCPU/32GB/128GB GCC Sub Per User	MFI-00001	Adjustable	-	Monthly	12	184.50	1	United States	2,214.00
AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision	J5U-00004	Adjustable	-	Monthly	12	0.00	1	United States	0.00
D365 Finance GCC Sub Per User	28U-00005	Adjustable	-	Monthly	12	198.00	40	United States	95,040.00
Exchange Online P1 GCC SU Exchange Online Kiosk Per User	3MS-00002	Adjustable	-	Monthly	12	1.54	74	United States	1,367.52
Exchange Online P2 GCC Sub Per User	3NS-00003	Adjustable	-	Monthly	12	7.50	315	United States	28,350.00
M365 F3 Unified GCC Sub Per User	AAD-63092	Adjustable	-	Monthly	12	8.60	74	United States	7,636.80
M365 F5 Security + Compliance GCC Sub Add-on	91C-00004	Adjustable	-	Monthly	12	13.90	74	United States	12,343.20
Power Apps Portal Login T1 GCC Sub Add-on	SDY-00001	Adjustable	-	Monthly	12	220.00	2	United States	5,280.00
Power Apps Premium GCC Sub Per User	SEL-00001	Adjustable	-	Monthly	12	22.00	14	United States	3,696.00
Power Automate GCC Sub Per User	SFR-00001	Adjustable	-	Monthly	12	16.50	20	United States	3,960.00
Power BI Premium P1 GCC Sub	HKL-00002	Adjustable	-	Monthly	12	4,670.40	1	United States	56,044.80
Power BI Premium USL AO GCC Sub Add-on	9IM-00003	Adjustable	-	Monthly	12	9.40	13	United States	1,466.40
Power BI Premium USL GCC Sub Per User	6U1-00004	Adjustable	-	Monthly	12	18.70	10	United States	2,244.00
Project P1 GCC Sub Per User	PF1-00002	Adjustable	-	Monthly	12	9.40	5	United States	564.00
Project P3 GCC Sub Per User	7MS-00001	Adjustable	-	Monthly	12	28.10	219	United States	73,846.80
Project P5 GCC Sub Per User	7VX-00001	Adjustable	-	Monthly	12	51.50	3	United States	1,854.00
SharePoint P1 GCC Sub Per User	3QS-00001	Adjustable	-	Monthly	12	4.70	74	United States	4,173.60

Teams AC with Dial Out US/CA GCC Sub Add-on	NYH-00001	Adjustable	-	Monthly	12	0.00	74	United States	0.00
Teams Premium Introductory Pricing GCC Sub Per User	WFK-00004	Adjustable	-	Monthly	12	7.70	1	United States	92.40
Teams Rooms Pro GCC Sub Per Device	VA1-00001	Adjustable	-	Monthly	12	44.00	44	United States	23,232.00
Visio P1 GCC Sub Per User	HWT-00001	Adjustable	-	Monthly	12	4.70	2	United States	112.80
Yammer Enterprise GCC Sub Add-on To O365 M365 F3 E5	LML-00001	Adjustable	-	Monthly	12	0.00	4,751	United States	0.00
Additional Products Tenant ID: Pinellas – MAC									
Azure Monetary Commitment Provision	AAA-35418	Adjustable	-	Monthly	12	0.00	1	United States	0.00
Additional Products Tenant ID: Pinellas Lab									
Teams AC with Dial Out US/CA GCC Sub Add-on	NYH-00001	Adjustable	-	Monthly	12	0.00	2	United States	0.00
Total Year 3 Maximum Price Monthly Subscriptions									**3,920,184.72**

Future Pricing		
Enterprise Online Services		
Product Description	Part Number	Max Price(USD) / Month
Future Monthly - Enterprise Online Services		
M365 G3 Unified FUSL GCC Sub Per User	AAD-34704	39.60
M365 G5 GCC Sub Per User	AAL-45735	62.70

Additional Products				
Product Description	Part Number	Pricing Information		
		Max True Up Price (USD)		
True-Ups		Year 1	Year 2	Year 3
Visual Studio Ent with GitHub ALng LSA	QEJ-00001	7,656.00	6,368.00	5,080.00
Visual Studio Pro with GitHub ALng LSA	QEK-00001	1,080.00	710.00	341.00
CIS Suite Datacenter Core ALng LSA 16L	9GS-00128	10,374.00	8,778.00	7,182.00
CIS Suite Standard Core ALng LSA 16L	9GA-00308	2,220.00	1,880.00	1,541.00
SQL Server Enterprise Core ALng LSA 2L	7JQ-00341	19,290.00	16,322.00	13,354.00
SQL Server Standard Core ALng LSA 2L	7NQ-00302	5,031.00	4,258.00	3,483.00
Win Remote Desktop Services CAL ALng LSA UCAL	6VC-01252	186.00	158.00	129.00
Win Server DC Core ALng LSA 2L	9EA-00039	984.00	832.00	680.00
Win Server Standard Core ALng LSA 16L	9EM-00265	1,212.00	1,028.00	844.00

Additional Online Products		
Product Description	Part Number	Pricing Information
Online Services		Max Price (USD)/ Month
Defender O365 P1 GCC Sub Per User	3GU-00001	1.88
Visio P2 GCC Sub Per User	P3U-00001	14.10
W365 Ent 2vCPU/8GB/128GB GCC Sub Per User	MEB-00001	61.50
W365 Ent 4vCPU/16GB/128GB GCC Sub Per User	MF1-00001	99.00
W365 Ent 8vCPU/32GB/128GB GCC Sub Per User	MFI-00001	184.50
D365 Finance GCC Sub Per User	28U-00005	198.00
Exchange Online P1 GCC Sub Per User	3MS-00001	3.80
Exchange Online P2 GCC Sub Per User	3NS-00003	7.50
M365 F3 Unified GCC Sub Per User	AAD-63092	8.60
M365 F5 Security + Compliance GCC Sub Add-on	91C-00004	13.90
Power Apps Portal Login T1 GCC Sub Add-on	SDY-00001	220.00
Power Apps Premium GCC Sub Per User	SEL-00001	22.00
Power Automate GCC Sub Per User	SFR-00001	16.50
Power BI Premium P1 GCC Sub	HKL-00002	4,670.40
Power BI Premium USL AO GCC Sub Add-on	9IM-00003	9.40
Power BI Premium USL GCC Sub Per User	6U1-00004	18.70
Project P1 GCC Sub Per User	PF1-00002	9.40
Project P3 GCC Sub Per User	7MS-00001	28.10
Project P5 GCC Sub Per User	7VX-00001	51.50
SharePoint P1 GCC Sub Per User	3QS-00001	4.70
Teams AC with Dial Out US/CA GCC Sub Add-on	NYH-00001	0.00
Teams Premium Introductory Pricing GCC Sub Per User	WFK-00004	7.70
Teams Rooms Pro GCC Sub Per Device	VA1-00001	44.00

Visio P1 GCC Sub Per User	HWT-00001	4.70
Yammer Enterprise GCC Sub Add-on To O365 M365 F3 E5	LML-00001	0.00