

This agreement (the “agreement”), made this December 5, 2025 (the “Effective Date”), is made by and between SHI International Corp., having a place of business at 290 Davidson Ave., Somerset, NJ 08873 (“We”, “Us”, “Our”, or “Partner”), and County of Pinellas, having a place of business at 400 S. Fort Harrison Ave., Clearwater FL 33756 (“You”, “Your”, “End Customer” or “Customer”) (herein collectively referred to as “the Parties”, or individually as a “Party”).

## **1. Definitions**

**1.1 “Additional Services”** are additional support services described in any additional services appendix (“**Additional Services Appendix**”).

**1.2 “Affiliate”** means any legal entity that a party owns, that owns a party, or that is under common ownership with a party. **“Ownership”** means, for purposes of this definition, control of more than a 50% interest in an entity.

**1.3 “Confidential Information”** means a party's non-public information, know-how, or trade secrets that (a) the party designates as being confidential; or (b) given the nature of the disclosure or circumstances surrounding the disclosure, reasonably should be treated as confidential by the receiving party. Confidential Information does not include information that: (1) the receiving party already knew without an obligation to maintain the information as confidential; (2) the receiving party received from a third party without breach of an obligation of confidentiality owed to the other party; (3) the receiving party independently developed; or (4) becomes publicly known through no wrongful act of the receiving party.

**1.4 “End Customer” **County of Pinellas**** is Partner's end customer specified in Work Order to whom Microsoft will deliver the Support Services as described below. End Customer must also be a legal entity (other than Partner or its Affiliates) that acquires Support Services for use as an end user.

**1.5 “End Customer Data”** means all data, including all text, sound, software, image or video files that are provided to Microsoft or its Affiliates by, or on behalf of, End Customer and its Affiliates through use of Online Services.

**1.6 “Fixes”** means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to End Customer when performing Support Services to address a specific issue.

**1.7 “Microsoft”** means Microsoft Corporation.

**1.8 “Online Services”** means the Microsoft-hosted services identified as Online Services in the Product Terms.

**1.9 “Partner” **SHI International Corp**** is the legal entity that executed the Unified Support Work Order with Microsoft.

**1.10 “Pre-existing Work”** means any computer code or other written materials developed or otherwise obtained independent of this agreement.

**1.11 “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.

**1.12 “Product Terms”** means the document that provides information about Microsoft Products available through volume licensing. The Product Terms document is published on the Volume Licensing Site (<https://www.microsoft.com/licensing/docs/view/Product-Terms> or successor site) and is updated from time to time.

**1.13 "Representatives"** means a party's employees, Affiliates, contractors, advisors and consultants.

**1.14 "Services Deliverables"** means any computer code or materials, other than Products or Fixes, that Microsoft leaves with End Customer at the conclusion of Microsoft's performance of Support Services.

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

**1.16 "Support Services"** means the Unified Support Services and any Additional Services purchased by Partner on behalf of End Customer as set forth in **Section 2** below. "Support Services" or "services" does not include Online Services, unless otherwise specifically noted.

**1.17 "Support Services Data"** means all data, including all text, sound, video, image files, or software, that are provided to Microsoft by, or on behalf of, End Customer (or that End 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 Support Services.

**1.18 "Support Services Term"** means the period beginning on the Support Services Commencement Date and ending on the Support Services Expiration Date.

**1.19 "Work Order"** is the executed Microsoft Unified Enterprise Support Partner Broker Work Order number PCN4048732 between Microsoft and the Partner that provides for the delivery of Support Services to End Customer, including any Additional Services Appendix(s).

## 2. Support Services

**2.1 Description of Support Services.** Support Services will be provided as described in and pursuant to the terms of: (i) the "Support services" section of the then current Microsoft Unified Enterprise Support Services Description located at <https://www.microsoft.com/en-us/unified-support-services-description>, as may be amended by Microsoft from time to time, (the "**USSD**") and incorporated herein by reference, and (ii) the terms and conditions set forth in any **Additional Services Appendix** that govern the Additional Services. In the USSD, "you" or "your" may refer to Partner, End Customer or both parties based on the context and any references to a "Work Order" will be deemed to be a reference to this agreement.

Microsoft may update the Support Services purchased under this agreement from time to time, provided that the level of Support Services purchased will not materially decrease during the current Support Services Term.

**2.2 Support Services for Microsoft Products.** During the Support Services Term, Microsoft will provide Support Services on Partner's behalf to **County of Pinellas ("End Customer")** or End Customer's Affiliate(s). Except as otherwise set forth in an **Additional Services Appendix**, such Support Services are for support of End Customer's or End Customer Affiliate's licensed, commercially released, and generally available Microsoft Products, and cloud services subscriptions purchased by End Customer or End Customer's Affiliate under the applicable licensing enrollments and agreements, as indicated in **Appendix A**.

**2.3 Support Services by Support Location.** The Support Services to be provided to End

Customer are set forth below:

Support Services by Support Location

Broker - Unified Enterprise Support - 2025-26		USA - SLG - Enterprise
East 12/5/2025 - 12/4/2026		
Quantity	Service	Service Type
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 Education	On-Demand Education
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
1 ea	On-Demand Assessment - Setup and Config Service As-needed	On-Demand Assessment Remote
Broker - Proactive Credit Add-On - 2025-26		USA - SLG - Enterprise
East 12/5/2025 - 12/4/2026		
Quantity	Service	Service Type
270 ea	Proactive Credits	Proactive Credits
Broker - Unified Enterprise Support Broker Add-on - 2025-26		USA - SLG - Enterprise
East 12/5/2025 - 12/4/2026		
Quantity	Service	Service Type
1 ea	Unified Support Broker transaction	Administrative

## 2.4 Support Services Fees

Services Summary	Billing Date	SHI Cost	Customer Cost
BROKER Unified Enterprise Support – 2025-26	12/5/2025	\$134,765.23	\$139,077.72
BROKER Proactive Credit Add-On – 2025-26	12/5/2025	\$27,000.00	\$28,080.00
BROKER Unified Enterprise Support Broker Add-On-2025-26	12/5/2025	\$0.00	\$0.00
Subtotal		\$161,765.23	\$167,157.72
Flex Allowance		<b><span style="color: red;">\$(26,953.05)</span></b>	<b><span style="color: red;">\$(26,953.05)</span></b>
<b>Total Fees (excluding taxes)</b>		<b>\$134,812.18</b>	<b>\$140,204.67</b>

Billing Schedule	Billing Date	Fee USD	Customer Costs
Microsoft Unified Agreement	12/5/2025	<b>\$134,812.18</b>	<b>\$140,204.67</b>
Total Fees (excluding taxes)		<b>\$134,812.18</b>	<b>\$140,204.67</b>

The Support Services Fees described above are based on Microsoft's tiered rate structure along with the total amount paid to Partner by Customer each year for End Customer's validly licensed, commercially released and generally available Microsoft Products, and cloud services subscriptions as identified in **Appendix A** of this agreement (collectively, the "**End Customer Appraised Product Spend**") to calculate the Support Services Fees for the Support Services Term of this agreement. SHI will invoice Customer for any fees due herein.

## 3. Prerequisites and assumptions

Microsoft delivery of Support Services to End Customer is based upon the following prerequisites and assumptions:

- End Customer's right to receive Support Services, as described in this agreement, is subject to Partner's compliance with the terms and conditions of the Work Order, and End Customer's compliance with these terms. If the Unified Support Partner Broker Program Agreement and/or Work Order is terminated or expires, End Customer's right to receive Support Services from Microsoft under this agreement will be terminated.
- Any add-ons to Support Services that End Customer requests to purchase during the term must be purchased under the existing order.
- Microsoft's performance of Support Services is dependent on End Customer's cooperation, active participation, and timely completion of assigned responsibilities and is subject to the additional terms and conditions as described in the USSD, **any Additional Services Appendix(s)**, or these terms.
- Microsoft may use contractors to perform services but will be responsible for their

performance.

- End Customer acknowledges that Microsoft may contact End Customer directly to verify End Customer's compliance with this agreement and Partner's compliance with the Work Order. For purposes of such verification, if requested by Microsoft, End Customer agrees that it will provide Microsoft with requested information within fourteen (14) calendar days of such Microsoft request, including but not limited to copies of quotes, tender documentation, invoices, or copies of any contracts between Partner and End Customer.
- Microsoft reserves the right, in its sole discretion, to suspend or terminate the provision of the Support Services to End Customer in response to a violation(s) of any of these terms, and Microsoft will have no liability to Partner or End Customer as a result of any such suspension or termination.
- End Customer acknowledges and agrees that:
  - Microsoft is a third-party beneficiary of this agreement or, if the Applicable Law does not recognize the rights of, or existence of, third-party beneficiaries, Partner is a trustee of Microsoft for the limited purpose of holding in trust for Microsoft the rights and benefits (including covenants, acknowledgements, waivers, disclaimers, limitations of liability and indemnities) set out herein in favor of Microsoft, including in its capacity as a supplier, contractor or subcontractor of Partner;
  - Microsoft is entitled to and hereby accepts the rights and benefits (including covenants, acknowledgments, waivers, disclaimers, limitations of liability and indemnities) set out herein in favor of Microsoft, including in its capacity as a supplier, contractor or subcontractor of Partner, and as result of Microsoft's acceptance of these rights and benefits they may not be revoked by the End Customer
  - To the extent permitted by the Applicable Law, Microsoft may enforce the provisions of this agreement as if it were a party hereto and without being required to add Partner as a party to any proceedings for such enforcement. Where not permitted, the Partner agrees to enforce the provisions of this agreement on Microsoft's behalf and in accordance with Microsoft's instructions.

#### **4. Use, ownership and rights**

**4.1 Products.** All products and related solutions provided to End Customer will be licensed according to the terms of the applicable licensing enrollments and agreements as indicated in **Appendix A**. End Customer is responsible for paying any licensing fees associated with Products.

**4.2 Fixes.** 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.

**4.3 Pre-existing Work.** 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 Support Services.

**4.4 Services Deliverables.** Upon payment in full, Microsoft grants End 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 End Customer and solely for End Customer's internal business purposes, subject to the terms and conditions of this agreement.

**4.5 Affiliates' rights.** End Customer may: (i) provide access to Support Services provided under this agreement, and (ii) sublicense the rights contained in Subsection 4.4 above relating to Services Deliverables to any Affiliate that was an End Customer Affiliate as of the effective date of this agreement, provided that End Customer Affiliates may not sublicense these rights. Any use of Support Services by an End Customer Affiliate must be consistent with the terms contained in this agreement. End Customer remains responsible for any acts or omissions of its Affiliates.

**4.6 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.

**4.7 Restrictions.** End Customer must not (and is not licensed to): (i) reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable; (ii) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in any other license terms; or (iii) work around any technical limitations in a Product, Fix or Services Deliverable or restrictions in Product documentation. Except as expressly permitted in this agreement or Product documentation, End Customer must not (and is not licensed to) (a) 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 (b) distribute, sublicense, rent, lease, lend or use any Products, Fixes, or Services Deliverables, in whole or in part, or use them to offer hosting services to a third party..

## **5. Microsoft Products and Services Data Protection Addendum**

"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, End Customer (or that End 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 agreement and available at <https://aka.ms/eswodpa> ("MPSDPA") are incorporated herein by this reference. Support Services provided under this agreement will be deemed to be "Professional Services" under the MPSDPA.

For liability arising out of either party's confidentiality obligations relating to Professional Services Data provided under this agreement, each party's maximum, aggregate liability to the other is limited to direct damages finally awarded in an amount not to exceed the amounts Partner paid for the applicable Professional Services under this agreement.

End Customer agrees to meet the customer obligations within the MPSDPA, and that for purposes of this agreement under the MPSDPA section Standard Contractual Clauses

(Processors) for Professional Services (Attachment 1) the End Customer is the "Data Exporter" and Microsoft is the "Data Importer".

## **6. Confidentiality.**

**6.1 Protection of Confidential Information.** End Customer and Microsoft will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose Confidential Information to third parties, except to its Representatives, and then only on a need-to- know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

**6.2 Disclosure required by law.** End Customer or Microsoft may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to legally object to such disclosure.

**6.3 Residual information.** Neither End Customer nor Microsoft is required to restrict the work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

**6.4 Duration of Confidentiality obligation.** These obligations apply for a period of five years after a party receives the Confidential Information.

## **7. Term and Termination**

**7.1 Term of this Agreement.** This agreement will commence as of the Effective Date and continue until the earlier of the Support Services Expiration Date as set forth below or until terminated as provided herein.

**7.2 Support Services Term.** The "**Support Services Term**" will commence on **December 5, 2025** (the "**Support Services Commencement Date**") and will expire on December 4, 2026 (the "**Support Services Expiration Date**").

**7.3 Termination for Cause.** If a Party breaches any term of this agreement and such breach is curable, then the breaching Party shall have thirty (30) calendar days' following written notice of such breach by the non-breaching Party to cure. If the breaching Party fails to cure the breach within such thirty- day period, the non-breaching Party may terminate this agreement upon written notice to the breaching Party. A Party will be allowed to cure a breach once; if a Party breaches this agreement for the same reason as a prior breach, then the other Party may terminate this agreement immediately upon written notice to the breaching Party. If the breach is not curable, then the non- breaching Party may terminate this agreement immediately upon written notice to the breaching Party. Either Party may also terminate this agreement immediately upon written notice to the breaching Party due to the other Party's breach of the confidentiality terms between the Parties or any infringement, misappropriation, or violation of Microsoft's intellectual property rights, or Customer's breach of the core terms of an agreement between Customer and Microsoft or a Microsoft Affiliate (in the case of termination by Microsoft).

**7.4 Suspension/Termination of Support Services.** To the extent permitted by the Applicable

Law, Microsoft reserves the right, in its sole discretion, to suspend or terminate the provision of the Support Services to End Customer in response to violation(s) of any of these terms, and Microsoft will have no liability to Partner or End Customer because of any such suspension or termination.

**7.5 Effect of Termination.** In the event that this agreement is terminated or expires, End Customer's right to receive Support Services from Microsoft under this agreement will be terminated. If Partner's participation in the Unified Support Partner Broker Program is terminated, any future transactions for the End Customer will be redirected to another participating partner in the Unified Support Partner Broker Program and no further amendment to this agreement will be allowed.

## **8. Warranty**

**8.1** Microsoft warrants that it will perform Support Services with professional care and skill. If Microsoft fails to do so for any specific Support Services, and Customer notifies Partner and Microsoft within ninety (90) days of the date that such Support Services were performed, then Microsoft will, at its discretion, either re-perform such Support Services or Partner will return to Partner the Fee(s) that Partner paid for them within the twelve (12) months immediately prior to the date that such Support Services were performed. The remedy set forth in the immediately preceding sentence is Customer's sole remedy for breach of the warranty in this section, and Customer hereby waives any breach of warranty claims not made during the warranty period.

**8.2** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PARTNER DISCLAIMS AND EXCLUDES, ON MICROSOFT'S BEHALF AND ON BEHALF OF MICROSOFT'S SUPPLIERS AND SUBCONTRACTORS, ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY CONDITION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SUPPORT SERVICES, SERVICES DELIVERABLES, FIXES, PRODUCTS, OR ANY OTHER MATERIALS OR INFORMATION PROVIDED HEREUNDER.

## **9. Limitation of Liability**

**9.1** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY NOR THEIR CONTRACTORS WILL BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUES BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION OR DATA, OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES ARISING IN CONNECTION WITH THE FLOW DOWN TERMS, THE USSD, SUPPORT SERVICES, FIXES, PRODUCTS, OR ANY OTHER MATERIALS OR INFORMATION, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. IN ANY EVENT, WHATEVER THE LEGAL BASIS FOR THE CLAIM, MICROSOFT'S TOTAL CUMULATIVE LIABILITY (IF ANY) IS LIMITED TO DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED 100% OF THE FEES PAID, DUE OR OWING TO MICROSOFT UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD PRIOR TO THE DATE ON WHICH THE RIGHT TO ASSERT A CLAIM FIRST AROSE.

## **10. Duty to Defend**

**10.1** Unless prohibited by Applicable Law, End Customer will defend Microsoft against any third-party claim to the extent it alleges that End Customer's use of any Product, Fix, or

Services Deliverable alone or in combination with anything else, violates the Applicable Law or damages a third party.

## **11. Miscellaneous**

**11.1 Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance, subject to the terms of this agreement.

**11.2 Assignment.** Microsoft may assign this agreement to an Affiliate. Any other proposed assignment must be approved by the non-assigning Party in writing. Assignment will not relieve the assigning Party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.

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

**11.4 Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving Party.

**11.5 Survival.** All provisions survive termination or expiration of this agreement except those requiring performance only during the term of this agreement.

## **12. End Customer information**

### **12.1 End Customer Location**

<i>End Customer Information</i>	
End Customer Name	
County Of Pinellas	
Street Address	
400 S Fort Harrison Ave	
City	State/Province
Clearwater	Florida
Country	Postal Code
United States	33756-5113

**12.2 End Customer Support Contact(s).** End Customer support contact is set forth below and any changes to the named contacts should be submitted to the Microsoft Contact.

Name of End Customer Support Services Administrator		
Kevin Karr		
Street Address		Contact e-mail address
315 Court Street		KKarr@pinellas.gov
City	State/Province	Phone
CLEARWATER	FL	727-453-3604
Country	Postal code	Fax
United States	33756	

### **13. Microsoft Contact**

Microsoft contact for questions and notices:

<b>Microsoft Contact Name</b>	
David Karalekas	
<b>Phone</b>	<b>Contact E-Mail Address</b>
	David.Karalekas@microsoft.com

**Authorization**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

***County of Pinellas***

***SHI International Corp.***

By:



Authorized Signature

Barry Burton

Name

County Administrator

Title

December 30, 2025

Date

By:

Authorized Signature

Name

Title

Date

**APPROVED AS TO FORM**

By: Keiah Townsend  
Office of the County Attorney

### Appendix A

Below is a list of End Customer's declared licensing enrollments and agreements for which Microsoft will provide Support Services as defined within the agreement.

Customer Name	Licensing Program	Licensing Enrollment/Agreement Number/Billing Account ID
PINELLAS CLERK OF THE CIRCUIT COURT AND COMPTROLLER	Enterprise 6	83498291
PINELLAS CLERK OF THE CIRCUIT COURT AND COMPTROLLER-83498291-AZURE COMMERCIAL	Enterprise 6	5678700
PINELLAS COUNTY SHERIFF'S OFFICE	Enterprise 6	79844627
PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS-50272074-PINELLAS - MAC	Enterprise 6	9096505
PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS	Enterprise 6	50272074

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