

Microsoft Enterprise Services Work Order

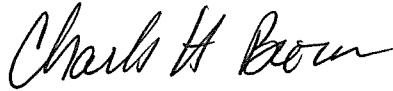
(For Microsoft Internal Purposes Only)

Work Order Number

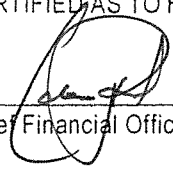
T002186-172896-198661

This Work Order consists of the terms and conditions below, and the provisions of the MS Master Services Agreement reference U0975613, effective as of 06/14/2006 (the "Agreement"), the provisions of the Support Services Description applicable to the Support Services identified in this Work Order, and any attachments or exhibits referenced in this Work Order, all of which are incorporated herein by this reference. In this Work Order "Customer," "you," or "your" means the undersigned customer or its affiliate and "Microsoft," "we," "us," or "our" means the undersigned Microsoft affiliate.

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

Customer	Microsoft Affiliate
Name of Customer (please print) CA-CITY OF RIVERSIDE	Name Microsoft Corporation
Signature	Signature 
Name of person signing (please print)	Name of person signing (please print) CHARLIE BROWN ON BEHALF OF DAVID T. GALLAGHER
Title of person signing (please print)	Title of person signing (please print) DIRECTOR OF CONTRACTS
Signature date	Signature date (effective date) 5/11/2018
Name of Customer or its Affiliate that executed the Agreement (if different from Customer above)	

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: 
Chief Financial Officer/ City Treasurer

BY: 
Deputy City Attorney

Customer invoice information		
Name of Customer CA-CITY OF RIVERSIDE		Contact name (Receives invoices under this Work Order) <i>Emely Dacara</i>
Street address <i>3900 Main Street, 2nd Floor</i>		Contact e-mail address <i>edacara@riversideca.gov</i>
City <i>Riverside</i>	State/Province <i>CA</i>	Phone <i>(951) 351-6388</i>
Country <i>USA</i>	Postal code <i>92522</i>	Fax

1. Support Services and Fees

1.1. Term.

Microsoft Enterprise Support Services will commence on 06/15/2018 (the "Support Commencement Date") and will expire on 06/14/2019 (the "Support Expiration Date").

1.2. Description of the Services.

Please refer to the current Support Services Description ("SSD") which will be incorporated by reference and is published by Microsoft from time to time at <http://www.microsoft.com/en-us/microsoftservices/PubSec-support-services-description>. The support services you purchase under this agreement may be updated from time to time and that update will supersede any services previously listed.

Services by Support Location

CITY OF RIVERSIDE:		Advanced Level	US-SLG -West	Term: 06/15/2018 - 06/14/2019
Quantity	Service			
Included	Service Delivery Management As-Needed			
Included	Problem Resolution Hours As-Needed			
Included	Advisory Support Hours As-Needed			
Included	On-demand Assessments On-demand Education Online Support Portal Webcasts As-Needed			
20	Reactive Enabled Contacts			
1	Built-in Proactive Services			

CITY OF RIVERSIDE:		Advanced Support Add-on	US-SLG West	Term 06/15/2018 – 06/14/2019
Quantity	Service			
550	Proactive Credits			
Included	Service Delivery Management Extended			
12	Onsite Visits			

1.3. Support Services Fees.

The items listed in the table above represent the services that Customer has pre-purchased for use during the term of this Work Order, and applicable fees are shown in the table below. Microsoft Support Services are a non-refundable prepaid service. Microsoft must receive Customer purchase order or payment before Microsoft commences or continues, as applicable, provision of Microsoft Support Services. If Customer issues a purchase order, Microsoft will invoice Customer, and Customer agrees to pay Microsoft within 30 calendar days of the date of Microsoft invoice. Microsoft reserves the right to adjust Microsoft fees prior to entering into any changes to the Microsoft Support Services ordered herein

Services Summary	Billing Date	Fee
City of Riverside Advanced Support	06/15/2018	\$55,729.85
City of Riverside Advanced Support Add-on	06/15/2018	\$55,720.00
Subtotal		\$111,449.85
Software Assurance Benefits *		(-\$52,600.00)
Total Fees		\$58,849.85

Software Assurance Benefits

* Customer will transfer 40.00 Software Assurance PRS incidents to this support agreement as part of this support package

Support for Microsoft Products

Microsoft will provide support for Customer's licensed, commercially released and generally available Microsoft products, and cloud services subscriptions by Customer in Appendix A.

1.4. Customer Named Contacts.

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

Name of Customer Support Manager (CSM) Alan Lee		
Street Address 3900 Main Street, Basement		Contact e-mail address alee@riversideca.gov
City Riverside	State/Province CA	Phone (951) 826-5618
Country United States	Postal code 92522	Fax

Microsoft Contact

Customer contact for questions and notices about this Work Order.

Microsoft contact name Ian Ochs	
Phone 800.626.6307 X6928	Contact e-mail address v-iaochs@microsoft.com

Appendix A

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

Customer Name	Licensing Program	Licensing Enrollment/Agreement Number
City of Riverside	Enterprise 6	5721010