

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**ADDENDUM TO
 Work Order GVS12503-1015585-1015585**

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Microsoft ("Microsoft"), a company authorized to conduct business in the State of Texas (hereinafter each referred to as a "party" or collectively as the "parties").

WHEREAS, County desires that Microsoft provide Services as will be more specifically described in this Agreement; and

WHEREAS, Microsoft represents that it is qualified and desires to perform such Services; and

WHEREAS, on March 6, 2025, the Commissioners Court, by Order, approved \$173,000.00 for the Services to be provided by Microsoft; and

WHEREAS, by execution of this Addendum, the Commissioners Court hereby increases the total Maximum Compensation for the completion of the Services to \$260,000.00 and otherwise ratifies and confirms all the terms and conditions set forth in the Unified Enterprise Support Proposal (the "Agreement"), attached as Exhibit "A" and incorporated by reference; and

WHEREAS, the parties wish to utilize [REDACTED], which is incorporated fully by reference, for the purchase of the Services; and

WHEREAS, the following changes are incorporated as if a part of the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Term.** The term of the Agreement is effective upon execution of both parties, and shall expire no later than one (1) year thereafter, unless terminated sooner pursuant to the Agreement. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the parties
3. **Scope of Services.** Subject to this Addendum, Microsoft will render Services to County as described in Exhibit A. All performance of the Scope of Services by Microsoft including any

changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

4. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. Microsoft may submit invoice(s) electronically in a form acceptable to County via: apauditor@fortbendcountytexas.gov. If County disputes charges related to the invoice submitted by Microsoft, County shall notify Microsoft no later than twenty-one (21) days after the date County receives the invoice. If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE. County reserves the right to withhold payment pending verification of satisfactory work performed.
5. **Limit of Appropriation.** Microsoft clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum \$260,000.00 specifically allocated to fully discharge any and all liabilities County may incur. Microsoft does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Microsoft may become entitled to and the total maximum sum that County may become liable to pay to Microsoft shall not under any conditions, circumstances, or interpretations thereof exceed \$260,000.00. In no event will the amount paid by the County for all Services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
6. **Travel.** Mutually approved travel and mileage expenses incurred in the performance of required services will be reimbursed to Contractor to the extent that those costs that do not exceed Fort Bend County travel reimbursement allowances. A copy of the County's Travel Policy with those reimbursement limits is attached and incorporated as Exhibit B to this Agreement. Contractor will not be reimbursed for costs in excess of those listed in Exhibit B.
7. **Public Information Act.** Microsoft expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Microsoft shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

8. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Microsoft for any reason are hereby deleted.
9. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Microsoft in any way associated with the Agreement.
10. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Microsoft hereby verifies that Microsoft and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Microsoft does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Microsoft does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Microsoft does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
11. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or

condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

12. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, MICROSOFT ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
13. **Product Assurance.** Microsoft represents and warrants that its hardware, software and any related systems and/or services related to its software and/or hardware (collectively, the "Product") furnished by Microsoft to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Microsoft will, at its expense, defend any suit brought against County and will indemnify County against an award of damages and costs (including reasonable attorney fees, court costs and appeals), made against County by settlement or final judgment of a court that is based on a claim that the use of Microsoft's Product infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and Microsoft's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the parties.
14. **Performance Warranty.** Microsoft warrants to County that Microsoft has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Microsoft will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

Microsoft warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A, and [REDACTED].
15. **Conflict.** In the event there is a conflict between this Addendum and Exhibit A, this Addendum controls. In the event there is a conflict between this Addendum and the terms and conditions of [REDACTED], then the terms and conditions of [REDACTED] controls to the extent of the conflict.
16. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
17. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
18. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to

authenticate this writing and to have the same force and effect as the use of manual signatures.

19. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.
20. **Personnel.** Microsoft represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Microsoft shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of Microsoft shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Microsoft or agent of Microsoft who, in the opinion of County, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services on-site at the County, Microsoft shall comply with, and ensure that all Microsoft Personnel comply with, all rules, regulations and policies of County that are communicated to Microsoft in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

21. **Compliance with Laws.** Microsoft shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Microsoft shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
22. **Confidential Information.** Microsoft acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Microsoft or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Microsoft shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Microsoft) publicly known or is contained in a publicly available document; (b) is rightfully in Microsoft 's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is

independently developed by employees or agents of Microsoft who can be shown to have had no access to the Confidential Information.

Microsoft agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Microsoft uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Microsoft shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Microsoft shall advise County immediately in the event Microsoft learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Microsoft will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Microsoft against any such person. Microsoft agrees that, except as directed by County, Microsoft will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Microsoft will promptly turn over to County all documents, papers, and other matter in Microsoft's possession which embody Confidential Information.

Microsoft acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Microsoft acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

Microsoft in providing all Services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

22. **Independent Contractor.** In the performance of work or services hereunder, Microsoft shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Microsoft or, where permitted, of its subcontractors. Microsoft and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
23. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

24. **Non-solicitation.** No provision in the Agreement will prevent the County from submitting a general solicitation to the public for employment.
25. **Insurance.** In lieu of maintaining any insurance coverage as required by the Agreement, the County may rely upon its self-insured status.
26. **Remote Access.** As applicable, if Microsoft requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of Microsoft's Services, except as otherwise agreed by the parties and approved by the County's Director of Information Technology and Chief Information Officer in writing, the below requirements must be met before Microsoft is granted remote access to County Systems:
- (A). Microsoft will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advance in writing by the County's Director of Information Technology and Chief Information Officer.
 - (B). Microsoft will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. Microsoft will not access County Systems via unauthorized methods.
 - (C). Microsoft's remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.
 - (D). Remote access is restricted only to County Systems necessary for Microsoft to provide Services to County pursuant to this Agreement.
 - (E). Microsoft will allow only its Workforce approved in advance by County to access County Systems. Microsoft will promptly notify County whenever an individual member of Microsoft's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. Microsoft will keep a log of access when its Workforce remotely accesses County Systems. Microsoft will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of County's request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.
 - (F). If any member(s) of Microsoft's Workforce is provided with remote access to County Systems, then Microsoft's Workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.
 - (G). Failure of Microsoft to comply with this Section may result in Microsoft and/or Microsoft's Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.
 - (H). For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for Microsoft, is under the direct control of Microsoft, whether or not they are paid by Microsoft and who have direct or incidental access to County Systems.
 - (I). For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings,

narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Addendum is effective upon execution by both parties.

FORT BEND COUNTY

KP George
KP George, County Judge

March 28, 2025

Date Approved by Commissioners Court on 3/11/2025

ATTEST:

Laura Richard
Laura Richard, County Clerk



MICROSOFT

Josh Stikeleather
Authorized Agent – Signature

Josh Stikeleather

Authorized Agent- Printed Name

Support Specialist

Title

3/25/2025

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 260,000.00 to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

Exhibit A: Work Order GVS12503-1015585-1015585
Exhibit B: Travel Policy

Exhibit A:
Work Order GVS12503-1015585-1015585

Microsoft Enterprise Services Work Order

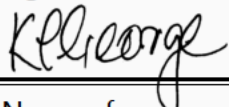
Work Order Number
(Microsoft Affiliate to complete)

GVS12503-1015585-1015585

TX DIR [REDACTED]

This Work Order consists of the terms and conditions below, and the provisions of the Microsoft Master Services Agreement reference U9038431, effective as of 11/15/2021 (the "Agreement"), the provisions of the Description of Services applicable to the Professional Services identified in this Work Order, and any attachments or exhibits referenced in this Work Order, all of which are incorporated herein by this reference. In this Work Order "Customer," "you," or "your" means the undersigned customer or its affiliate and "Microsoft," "we," "us," or "our" means the undersigned Microsoft affiliate.

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

Customer
Name of Customer (please print) Fort Bend County Texas
Signature 
Name of person signing (please print) KP George
Title of person signing (please print) Fort Bend County Judge
Signature date March 28, 2025

Name of Customer or its Affiliate that executed the Agreement (if different from Customer above)

Microsoft Affiliate

Name

Microsoft Corporation

Signature

Josh Stikeleather

Name of person signing (please print)

Josh Stikeleather

Title of person signing (please print)

Support Specialist

Signature date (effective date)

3/25/2025

Does Customer issue or require a customer purchase order for the payment of Microsoft Services?
[☐ **Yes** or [☐ **No**]

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

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

Customer invoice information		
Name of Customer Fort Bend County Texas		Contact Name (Receives invoices under this Work Order) Auditors Office
Street Address 401 Jackson St		Contact E-Mail Address ap@seminoleclerk.org
City RICHMOND	State/Province Texas	Phone
Country United States	Postal Code 77469-3108	Fax

Support Services and Fees

Term.

Microsoft Enterprise Support Services will commence on **3/12/2025** (the "Support Commencement Date") and will expire on **03/11/2026** Fort Bend County Texas (the "Support Expiration Date").

Description of Services.

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

Services by Support Location:

YEAR 1 Unified Enterprise Support - 2025-26 USA - SLG - Enterprise West 3/12/2025 - 3/11/2026		
Quantity	Service	Service Type
Included		
Included		

Included	[REDACTED]	[REDACTED]
Included	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]
Included	[REDACTED]	[REDACTED]
Included	[REDACTED]	[REDACTED]
Included	[REDACTED]	[REDACTED] [REDACTED]
Included	[REDACTED]	[REDACTED] [REDACTED]
Included	[REDACTED]	[REDACTED] [REDACTED]
Included	[REDACTED]	[REDACTED]
Included	[REDACTED]	[REDACTED] [REDACTED]

Year 1 [REDACTED] - 2025-26 USA - SLG - Enterprise West 3/12/2025 - 3/11/2026		
Quantity	Service	Service Type
Included	[REDACTED]	[REDACTED] [REDACTED]
1 ea	[REDACTED]	[REDACTED]

YEAR 1 [REDACTED] West 3/12/2025 - 3/11/2026		USA - SLG - Enterprise
Quantity	Service	Service Type
3 ea	[REDACTED]	[REDACTED]

Included		
40 hr		

YEAR 1 [REDACTED] - 2025-26 USA - SLG - Enterprise West 3/12/2025 - 3/11/2026		
Quantity	Service	Service Type
Included		
280 hr		
1 ea		

Support Services Fees.

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

[REDACTED] Services Fees.

The [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

pay Microsoft within 30 calendar days of the date of Microsoft invoice.

Services Summary	Billing Date (M/d/yyyy)	Fee USD
[REDACTED]	3/12/2025	130,105.87
[REDACTED]	3/12/2025	2,000.00
[REDACTED]	3/12/2025	52,905.00
[REDACTED]	3/12/2025	200,950.00
Subtotal		385,960.87
Flex Allowance		(26,021.17)
Other Adjustments		(100,783.00)
Total Fees (excluding taxes)		259,156.70

[REDACTED] Services Fees will not exceed the Total Estimated Fees indicated in the table above without prior approval from Customer and a mutually acceptable amendment to this Work Order. In the event that such approval must be sought, but is not provided, notwithstanding anything to the contrary, Customer acknowledges and agrees that Microsoft has no further obligation to continue providing [REDACTED] Services.

Billing Schedule	Billing Date (M/d/yyyy)	Fee USD
Year 1	3/12/2025	259,156.70
Total Fees (excluding taxes)		259,156.70

Support for Microsoft Products

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

Unforeseen Circumstances. In the event of unforeseen circumstances resulting from causes beyond Microsoft's commercially reasonable control, Microsoft will not be responsible for any delay or inability to perform [REDACTED] Services.

Public Statements. Customer is not permitted to make any public statements identifying or regarding Microsoft, its Affiliates, or its contractors/subcontractors in relation to the Event or the services, findings, Services Deliverables, or other information provided under this Work Order without its express prior written consent.

Customer Named Contact(s).

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

Name of Customer Support Service Administrator		
Clayton Elliott		
Street Address		Contact E-Mail Address
301 Jackson St		clay.elliott@fortbendcountytexas.gov
City	State/Province	Phone
Richmond	TX	281-341-4588
Country	Postal Code	Fax
United States	77469	

Use, ownership, restrictions and rights.

Products.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region. "Product Terms" means the information about Microsoft Products and Professional Services available through volume licensing. The Product Terms are published on the Volume Licensing Site and is updated from time to time. "Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

All products and related solutions provided under this Work Order will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Customer is responsible for paying any licensing fees associated with Products.

Fixes.

"Fixes" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to Customer when performing Professional Services (all support, planning, consulting and other professional services or advice, including any resulting deliverables provided to Customer under this Work Order, to address a specific issue. "Professional Services" means Product support services and Microsoft consulting services provided to Customer under this Work Order. "Professional Services" or "services" does not include Online Services, unless specifically noted.

Fixes are licensed according to the license terms applicable to the Product to which those Fixes relate. If the Fixes are not provided for a specific Product, any other use terms Microsoft provides with the Fixes will apply.

Pre-existing Work.

"Pre-existing Work" means any computer code or other written materials developed or otherwise obtained independent of this Work Order.

All rights in Pre-existing Work shall remain the sole property of the party providing the Pre-existing Work. Each party may use, reproduce and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services.

Services Deliverables.

"Services Deliverables" means any computer code or materials, other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services. Upon payment in full for the Professional Services, Microsoft grants Customer a non-exclusive, non-transferable perpetual, fully paid-up license to reproduce, use and modify the Services Deliverable, solely in the form delivered to Customer and solely for Customer's internal business purposes, subject to the terms and conditions of this Work Order.

Non-Microsoft software and technology.

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

Affiliates' rights

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

Customer may sublicense the rights contained in this section relating to Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights and Customer's Affiliates' use must be consistent with the license terms contained in this Work Order.

Restrictions on use.

Customer must not (and is not licensed to) (1) reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product, Fix or Services Deliverable or restrictions in Product documentation. Except as expressly permitted in this Work Order or Product documentation, Customer must not (and is not licensed to) (1) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (2) distribute, sublicense, rent, lease, lend any Products, Fixes, or Services Deliverables, in whole or in part, or use them to offer hosting services to a third party.

Reservation of rights.

Products, Fixes, and Services Deliverables are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

Microsoft Professional Services Data Protection Addendum and Confidentiality.

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

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

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

Attachments

The following documents are attached at the execution of this Work Order:

- ☒ Exhibit: Unified-[REDACTED]Exhibitv1.0(WW)(English)(Apr2024)
(1).docx

Microsoft Contact

Customer contact for questions and notices about this Work Order.

Microsoft Contact Name	
Josh Stikeleather	
Phone	Contact E-Mail Address
	Josh.Stikeleather@microsoft.com

Appendix A

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

Customer Name	Licensing Program	Licensing Enrollment/Agreement Number/Billing Account ID
FORT BEND COUNTY	██████████	6736552
FORT BEND COUNTY	██████	86df957a-f98b-4e2f-bbd1-a4ae69dab4e0_2019-05-31
FORT BEND COUNTY	██████████	63035088
FORT BEND COUNTY	██████████	87476690
FORT BEND COUNTY LIBRARY	██████████	7278671
FORT BEND COUNTY	██████████	7118883
FORT BEND COUNTY LIBRARIES	██████████	56923735

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