**AGREEMENT FOR SERVICES (CUSTOMER AGREEMENT)**
**(Yamhill County and Tangent Computer, Inc.)**

THIS AGREEMENT is made effective as of the last date set forth adjacent to the signatures below and is by and between **Yamhill County**, a political subdivision of the State of Oregon, (referred to as "Owner" in this Agreement) and **Tangent Computer, Inc.,** a California corporation, located at 191 Airport Blvd Burlingame, CA 94010, Federal Tax Identification Number 94- 3083687 (referred to as "Contractor" in this Agreement) for the project known as Yamhill County Microsoft Office 365 Conversion (referred to in this Agreement as the "O365 Project").

STATEMENT OF PURPOSE AND IDENTIFICATION OF CONTRACT DOCUMENTS

A. Owner has budgeted funds to perform the O365 Project.

B. Owner conducted a competitive quote process to select a vendor to complete the O365 Project and Contractor submitted a quote that has been deemed by Owner to be the most responsive and responsible quote and the quote that best meets Owner's needs.

C. Owner and Contractor now mutually desire to work together to complete the O365 Project and this Agreement is made to specify the mutual obligations of Owner and Contractor for completion of the O365 Project.

**NOW THEREFORE,** In consideration of the mutual covenants contained below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Contractor hereby agree as follows:

1. **Scope of work and services; License**. The Contractor will commence and complete the O365 Project in strict accordance with Contractor's statement of work, dated February 21, 2018, which is attached hereto as Exhibit A and incorporated herein by this reference ("SOW") and Contractor's quote, dated August 9, 2018, which is attached hereto as Exhibit B and incorporated herein by this reference ("Quote"). Contractor represents to Owner that Contractor has made a reasonable inspection of the O365 Project site(s) and is reasonably familiar with the O365 Project site(s) conditions that might affect Contractor's performance of the O365 Project pursuant to this Agreement. Services provided by Contractor under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions. Owner's rights and obligations with regard to use of Microsoft Office 365 are provided in the Microsoft Cloud Agreement, attached here to as Exhibit C, and incorporated herein by this reference ("MCA").

2. **Key Person**. As provided in the SOW, Contractor has assigned Chris Lee as Deployment Lead for the O365 Project ("Key Person"). The designation of Key Person as Deployment Lead was a material factor in Owner's selection of Contractor for the O365 project. Contractor acknowledges and agrees that Contractor shall not re-assign or transfer the Key Person to other duties or positions such that the Key Person would no longer be available to provide Owner with Key Person's assistance, expertise, judgment and personal attention on the O365 Project, without first obtaining Owner's prior written consent to such re-assignment or transfer. In the event Contractor request that Owner approve a re-assignment or transfer of the Key Person, Owner shall have the right to interview, review the

qualifications of, and approve or disapprove the proposed replacement. Any approved substitute or replace for the Key Person shall themselves also be deemed a key person under this Agreement.

3. **Agreement performed at Contractor's expense as Independent Contractor.** The Contractor will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the performance of the O365 Project as described herein. The Contractor is an independent contractor under this Agreement.

4. **Commencement and completion date.** The Contractor will commence the O365 Project upon Owner's issuance of notice to proceed and will complete the O365 Project by no later than February 28, 2019 ("Completion Date"), unless this Agreement is extended or otherwise modified by written notice.

5. **Term; Termination.** The effective date of this Agreement shall be November 1, 2018. This Agreement, unless terminated or renewed as elsewhere provided in the Agreement, shall terminate on October 31, 2019. The Agreement may be extended upon mutual agreement of the parties and is subject to the limits of available funding. All or part of this Agreement may be terminated by mutual consent of both parties; or by either party at any time for cause, upon sixty (60) days' written notice. All or part of this Agreement may be terminated by Owner at Owner's convenience upon thirty (30) days' written notice. Furthermore, Owner may terminate this Agreement if the Contractor fails to comply with a material term of this Agreement or for any other reason considered to be in the public interest. If this Agreement is terminated, the Owner will pay for all work and services accepted by the Supervisor, as defined in Section 17, prior to termination, including any License Cost. Unless Owner elects to terminate the MCA at the same time, termination of this Agreement shall not in and of itself constitute the termination or a breach of the MCA, and Owner shall continue to enjoy full License and use rights as provided in the MCA.

6. **Penalty for failure to meet deadline.** The parties agree that Owner has a substantial interest in the timely completion of the O365 Project and all work and services to be performed under this Agreement in accordance with the agreed upon schedule. However, the parties agree that the damages to be anticipated from the failure of Contractor to complete this Agreement by the Completion Date are uncertain and difficult to establish. The parties therefore desire to liquidate Owner's damages for Contractor's failure to complete the O365 Project and all work and services by the Completion Date. The parties therefore agree that the Contractor is liable for and shall pay as liquidated damages to Owner the sum of $100.00 per day for each calendar day to commence on the first calendar day after the Completion Date and to continue each and every calendar day until all work is satisfactorily completed as specified in this Agreement. The parties can mutually agree to an extension of the Completion Date. Neither party shall be responsible for delays or failures in performance as a result of an Act of God, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of such party.

7. **Compensation; License cost.** The Contractor agrees to perform the O365 Project as described herein, in compliance with the terms and conditions of this Agreement, and at the rates set forth in Contractor's Quote, for the fixed sum of, (i)$158,100, for 775 temporary Microsoft Office 365 licenses ("License" or "Licenses"); this reflects current annual cost for limited License use rights to Microsoft Office 365 subscription based software service, which cost is equivalent to $17.00 per month, per License, (the "License Cost") (ii) $16,000 for Microsoft Office 365 deployment related consulting and professional services (1 time cost); and (iii) $2,000.00 for the first year of maintenance and support services as described in Contractor's Service Level Agreement, attached hereto as Exhibit D and

incorporated herein by this reference ("SLA"), and as provided in the SOW. The License Cost shall remain unchanged unless modified by mutually executed written amendment. Contractor agrees to use best efforts to provide Owner with at least ninety (90) days notice prior to any change in License Cost.

8. **Maintenance and Support.** Maintenance and support shall be provided in accordance with the attached SLA.

9. **Incorporation of statutory provisions required for public contracts.** The Contractor certifies it shall comply with all applicable Public Contract Laws to include ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.545 and 279C.580 (3) and (4). ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.545 and ORS 279C.580(3) and (4) are incorporated into this Agreement by reference.

10. **Workers' compensation.** The Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

11. **Confidential Information.** The parties acknowledge that in the course of performing its responsibilities under this Agreement, that each may be exposed to or acquire information which is proprietary and confidential to the other or its affiliated companies or their agents. Any and all information of one party in any form obtained by the other or its employees, agents or representatives in the course of performing this Agreement shall be deemed to be proprietary and confidential information of such Party, subject to the Oregon public records law, ORS Chapter 192. The parties agree to hold such information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose such information to third-parties or to use such information for any purposes whatsoever, without the express written permission of the other, except for the provision of services hereunder, and to advise each of its employees, agents and representatives of its obligations to keep such information confidential. All such confidential and proprietary information described herein and any deliverable provided hereunder, in whatever form, are hereafter collectively referred to as "Confidential Information." The parties shall use reasonable efforts to assist each other in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, the parties shall use reasonable efforts to advise each other immediately in the event that either 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 will reasonably cooperate in seeking injunctive relief against any such person. Notwithstanding the above, the confidentiality obligations of the parties shall not extend to information that: (i) is, at the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party; (ii) was known to the receiving party as of the time of its disclosure; (iii) is independently developed by the receiving party; (iv) is subsequently learned from a third party not under a confidentiality obligation to the disclosing party; or (v) is required to be disclosed pursuant to statute, court order or other governmental authority, whereupon the receiving party shall provide notice to the disclosing party so as to allow the disclosing party to take appropriate steps to protect its interests.

12. **Certification of compliance with laws.** The Contractor certifies, under penalty of perjury, that Contractor is not in violation of any federal, state or local tax laws, rules or regulations or any federal, state or local laws, rules, codes or regulations applicable to the O365 Project and that Contractor shall remain in compliance with all such laws, codes, rules and regulations during the entire term of this

Agreement. In addition, Contractor agrees that it has complied with the tax laws of the state of Oregon or a political subdivision of the state of Oregon, including ORS 305.620 and ORS Chapters 316, 317 and 318. Any violation by Contractor of applicable law shall constitute an event of default under this Agreement and Contractor shall be liable for and hold Owner harmless and defend Owner from and against any and all liability arising out of, connected with, or as a result of the violation.

13.      **Certification of reading and understanding of documents; Precedence.** The Contractor certifies it has read and fully understands the terms and conditions of this Agreement. The Contractor understands and acknowledges that in signing this Agreement the Contractor waives all rights to plead any misunderstandings regarding the same. In the event of a discrepancy or inconsistency between contract documents, including this Agreement and any Exhibits, this Agreement shall take precedence.

14.      **Payment.**  Owner shall make payment upon receipt and acceptance of services as invoiced by Contractor.  Owner shall pay invoices within ninety (90) days after an invoice has been received and approved by the authorized Owner representative.

15.      **Warranty Period.**  All Licenses shall carry full manufacturer warranties. Where the warranty period is not otherwise provided in the Contractor's SOW, the MCA or the SLA, the warranty period is 365 days commencing upon the Completion Date.

16.      **No Third Party Beneficiaries.**  Owner and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.

17.      **Status of the O365 Project Supervisor**. John Burns, Systems Administrator, is the O365 Project Supervisor (the "Supervisor").  The Supervisor or his designee shall perform technical inspections of work and services and shall have authority to stop the work or services whenever such stoppage shall be necessary to insure proper execution of the Agreement.  The Supervisor or his designee may reject all work and materials that do not conform to the Agreement and shall decide questions that arise in the execution of the O365 Project work or services.  The Supervisor has authority to reject or accept the O365 Project work or services.

18.      **Prohibition of Discrimination.**  In hiring employees for performance of work under this Agreement neither Contractor, any subcontractor or any other person acting on their behalf shall by reason of race, religion, age, color, creed, physical handicap or sex discriminate against a person who is qualified and available to perform work or services to which employment relates.

19.      **Risk of Loss.**  The risk of loss or damage to the subject matter of this Agreement arising from any cause whatsoever, including acts of God, shall be upon the Contractor until such time as the Owner has accepted the work and services as provided in this Agreement.

20.      **Indemnification.**  Contractor shall indemnify, defend and save harmless Owner from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, expenses or costs, including interest and attorney fees, in any way connected with any injury to any person or damage to any property occasioned in any way by

**Contractor's or Contractor's subcontractors' prosecution of work or services on the O365 Project and under this Agreement.**

21.     **Insurance.** Contractor, at its expense, shall obtain the following insurance coverage and keep them in effect during the entire term of this Agreement:

(a)     Workers Compensation Insurance in compliance with statutory requirements;

(b)     Comprehensive General Liability Insurance (including contractual liability and completed operations coverage) on an occurrence basis, with not less than $2,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of $3,000,000;

(c)     Professional Liability Insurance, including Errors and Omissions coverage, with a per occurrence and aggregate limit of not less than $1,000,000, to protect against all loss suffered by Owner or third parties, including financial and consequential loss, caused by error, omission, or negligent acts related to the O365 Project work or services provided under the Agreement.

(d)     Commercial Automobile Liability Insurance, with a combined single limit, or the equivalent of not less than $1,000,000 per occurrence, for bodily injury and property damage with respect to Contractor's vehicles, whether owned, hired, or non-owned, assigned to, or used by Contractor in connection with the services provided under the Agreement;

The required insurance coverages shall be (i) with insurance companies admitted to do business in the state of Oregon and rated A or better by Best's Insurance Rating, and (ii) acceptable to Owner. Evidence of such insurance will be furnished to Owner before commencing O365 Project work or services. The certificates of insurance shall indicate (a) the types of insurance coverage, (b) the identity of all persons or entities covered, (c) the amounts of insurance coverage, and (d) the period of insurance coverage. Any required insurance coverage shall provide that it may not be canceled except after at least 30 days written notice to Owner.

The Commercial General Liability and Commercial Automobile Liability shall (i) name Owner, its directors, officers, and employees, as additional insureds, (ii) provide that it is primary insurance with respect to the interests of Owner and that any insurance maintained by Owner is excess and not contributory, and (iii) include a cross-liability and severability of interest clause and a waiver of subrogation clause.

22.     **Nonwaiver.** No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of Owner to enforce at any time any of the terms of this Agreement, or to exercise any option which is provided, or to require at any time performance by Contractor of any of the provisions, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of any part of this Agreement, or the right of Owner to thereafter enforce each and every provision.

23.     **Contractor's Representation.** Contractor, by entering into this Agreement, represents that its bid for this O365 Project is made without connection with any person, firm or corporation making or refraining from making a bid for the same or similar project and was in all respects fair and without collusion or fraud.

24.     **Severability.** Should any clause or section of this Agreement be declared by court to be void or voidable, the remainder of this Agreement shall remain in full force and effect.

25.     **Dispute resolution through mediation and arbitration.**  Any dispute between the parties to this Agreement shall be resolved according to the following process:

(a)     The parties first shall submit to mediation of the dispute to be conducted by a mutually acceptable mediator.  If the parties cannot agree on a mediator, they shall request a mediator to be appointed by the U.S. Mediation and Arbitration service in Portland, Oregon, or its succcesor.  The mediator's charges and expenses shall be borne equally by the parties.  All other expenses, including attorney fees and costs, shall be borne exclusively by the party requiring the service or for which payment is to be made.

(b)     If the dispute is not resolved in mediation, the parties shall then submit the dispute to binding arbitration.  The decision of the arbitrator shall be final and binding on the parties.  The party that does not prevail, as determined by the arbitrator, shall pay the arbitrator's fees and expenses in arbitration. All other expenses, including attorney fees and costs, shall be borne exclusively by the party requiring the service or for which payment is to be made.

26.     **Attorney fees and costs.**  Except as provided in Section 25(b), in the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.

27.     **Applicable law and Venue.**  All questions concerning the validity, interpretation and performance of this Agreement will be governed by and decided in accordance with the laws of the State of Oregon.  The parties hereby submit and consent to the exclusive jurisdiction of the Yamhill County Circuit Court and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in this court and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in this court.

28.     **Subcontractors bound.** Contractor shall not enter into any subcontracts for any of the work or services under this Agreement, nor assign or transfer any of its interest in this Agreement, without the prior written consent of Owner.  If Owner provides its consent, Contractor covenants and agrees to bind any and all Subcontractor(s) for performance of work under this Agreement.  Any reference to Contractor shall include any and all Subcontractor(s).

29.     **Written changes required.** The rights and duties under this Agreement shall not be modified, delegated, transferred, or assigned, except upon written signed consent of both parties.

30.     **Successors bound.** This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

31.     **Incorporation.** The introductory paragraph and recitals appearing at the beginning of this Agreement are hereby incorporated into and made a part of this Agreement as if fully set forth herein.

32.    **Counterparts.** This Agreement may be executed by facsimile or electronically and in counterparts which together form one legal instrument.

THIS AGREEMENT AND THE CONTRACT DOCUMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY FOR THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN NOTICE SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed on the date indicated by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date executed by all parties.

**TANGENT COMPUTER, INC.**

By: _____
Tom Holmes, Cloud Solutions Director
Date: 10/29/2019
Fed. Tax I.D. No: 94-3083887

APPROVED AS TO FORM
By: _____
Christian Boenisch
County Counsel
Date: 11/2/18

**YAMHILL COUNTY, OREGON**

By: _____
Mary Starrett, Chair
Date: 11/1/18

By: _____
Laura Tschabold, County Administrator
Date: 11-2-2018

By: _____
Shane Hoffmann, IT Manager
Date: 11/1/18

Exhibit A

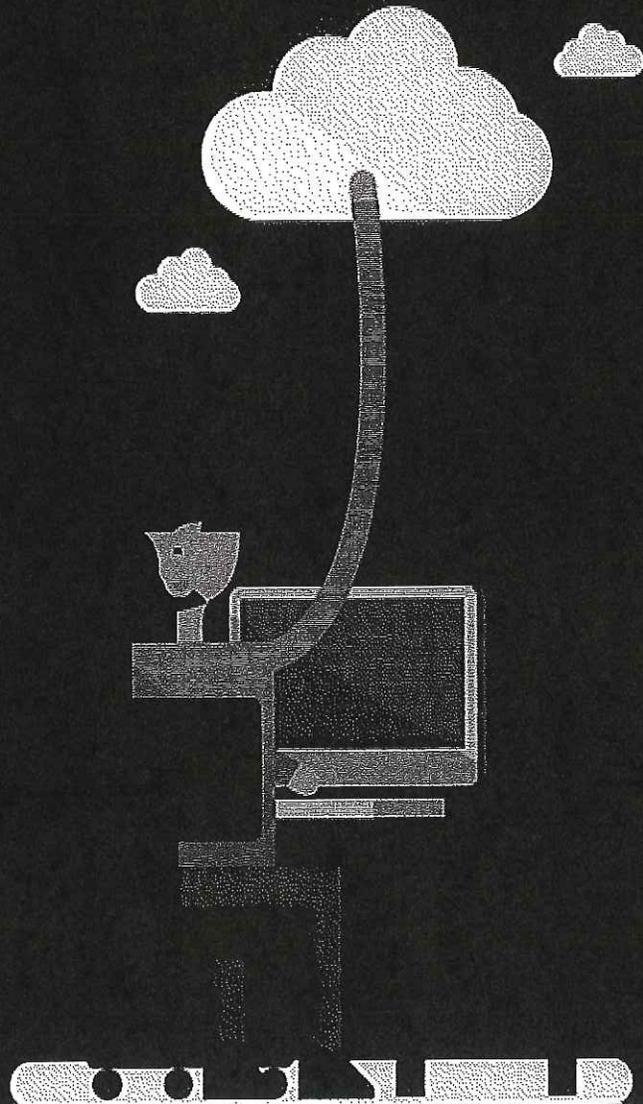(see attached)

# Office 365

# Statement of Work

2/21/2018

Prepared for Yamhill County

Microsoft Partner: Tangent

Microsoft Partner ID: 1023948

Hello!

Tangent Cloud Solutions welcomes the opportunity to provide cloud migration services to Yamhill County. During this process a deployment lead will be assigned to ensure this project is completed; all scheduling will be subject to availability. Please don't hesitate to reach out if there are any questions or snags.

We look forward to serving you.

Warm regards,
**Tangent Office365 Team**
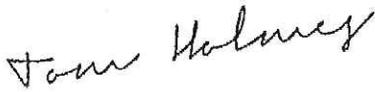
*Tom Holmes*

**Tom Holmes**

*Director, Cloud Solutions*

# Deployment Plan Summary

This document outlines the proposed migration services for Yamhill County.

## Project 1 – Hybrid Coexistence Mailbox Migration to a Single Tenant

1. **Office 365 Tenant Provisioning**

   During this phase, Tangent will prep the destination tenant, verify licensing needs are met, provision user accounts (if not using Azure AD Connect), and validate vanity customer domain(s). Remediation steps will be taken as needed.

2. **Azure AD Connect Installation**

   During this phase, Tangent will check the on-premises AD with IDFix and remediate any errors found. The latest Azure AD Connect will be deployed to synchronize on-premises user objects and groups to the destination tenant.

3. **On-premise Environment Preparation**

   During this phase, Tangent will verify pre-reqs on-premises Exchange server(s) are met and remediate any issues that will prevent a working hybrid-coexistence. This includes updating and installing Exchange service packs/rollups/cumulative updates, Autodiscover, and Outlook Anywhere configuration.

4. **Exchange 2016 Installation**

   During this phase, an Exchange 2016 hybrid transport server will be installed as a management console and to establish hybrid coexistence with Exchange Online. This includes installing and updating Exchange service packs/rollups/cumulative updates, Autodiscover, UCC/wildcard certificates, and Outlook Anywhere configuration.

   - We will be utilizing the free Exchange key provided by http://aka.ms/hybridkey

5. **Exchange Hybrid Coexistence Installation**

   During this phase, Tangent will configure hybrid coexistence allowing Exchange Online to serve as an extension of the on-premises Exchange environment.

6. **DNS Preparation**

   During this phase, Tangent will work with the customer on configuring internal and external DNS host and autodiscover records.

7. **Office 365 License Allocation**

During this phase, Tangent will assist with allocating licenses to in-scope users and users can begin accessing non-email cloud services. Note that mailboxes will not have been migrated until a later phase.

### 8. Enable Legacy Public Folder Discovery

During this phase, Tangent will enable discovery and access of on-premises legacy public folders through Office 365 mailboxes using Outlook clients.

- Note: Outlook for Web will not be able to access on-premises public folders. However, public folders will be migrated in a later phase.

### 9. Mailbox Move Migration

During this phase, Tangent will migrate a test mailbox will to Exchange Online using Mailbox Replication Services (MRS) and verify mail flow. This will be followed by a small pilot group of mailboxes (2-5). Outlook clients should automatically reconfigure themselves to connect to Exchange Online. Once the process has been completed successfully, remaining mailboxes will be moved to Exchange Online.

- Approximate Mailboxes to Move: 714

### 10. Outlook Deployment Guidance

During this phase, Tangent will walk through the process for deploying Office 365 ProPlus with Shared Computer Activation to 1-2 clients (or VMs) over the network. More information can be found here: https://technet.microsoft.com/en-us/library/jj219423.aspx?f=255&MSPPError=-2147217396

### 11. DNS Cutover (Optional)

During this phase, Tangent will work with the customer on switching over the public MX and Autodiscover CNAME records to Office 365. Tangent will verify world-wide propagation.

### 12. Admin Knowledge Transfer

During this phase, Tangent will work with the customer to provide knowledge transfer--walking through the Office 365 and Exchange admin consoles providing best practices, tips & tricks, and Q&A to the customer's admin staff.

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## Project 2 -- Legacy Public Folder Migration

### 1. On-premise Environment Preparation

During this phase, new accepted domains will be configured, existing public folders will be updated to remove invalid characters, the existing public folder heierchy will be exported, and conflicts will be remediated.

## 2. Exchange Online Folder Creation

During this phase, public folders will be created in Exchange Online and prepped to receive migrated data.

## 3. Public Folder Migration

During this phase, migration batches will be created and public folder data will be synchronized to Exchange Online.

## 4. Redirect Users to Exchange Online Public Folders

During this phase, on-premise Public Folders will be locked and users will be redirected to Exchange Online Public Folders.

## 5. Testing and Completion

During this phase, user accounts will be tested for proper folder heierachy and once verified, public folders will be unlocked for user access.

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## Project 3 – Decomission Exchange Environment

### 1. Exchange Preparation

During this phase, Tangent will identify the Exchange servers marked for decomissioning and verify DNS, and connectors are pointing only to the surviving Exchange servers.

- Estimated Servers for Decomissioning: 1
- Estimated Surviving Servers: 1

### 2. Internal Autodiscover URI

During this phase, Tangent will update the internal autodiscover SCPs to point to the surviving Exchange servers.

### 3. Connector Removal

During this phase, Tangent will remove connectors from the decomissioned Exchange servers.

### 4. Move or Remove Public Folders

During this phase, Tangent will move or remove public folders, databases, and replicas from the decomissioned Exchange servers.

## 5. Disconnect DG Expansion Servers

During this phase, Tangent will identify and modify Distribution Groups that are explicitly set to use a decommissioned server as its expansion server and remove that dependency.

## 6. Offline Address Book

During this phase, Tangent will identify and move the Offline Address Book to a surviving server.

## 7. Disable Existing System Mailboxes

During this phase, Tangent will disable or move existing system mailboxes.

## 8. Uninstall Exchange

During this phase, Tangent will uninstall Exchange from decomissioned Exchange servers and ensure the decomissioned objects are removed from the domain.

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# Project 4 – CJIS Compliant AD FS Implementation – On-premises

## 1. AD FS Servers Setup

During this phase, Server 2012 R2 will be deployed and AD FS roles and certificates configured.

## 2. Web Application Proxy Servers Setup

During this phase, Server 2012 R2 will be deployed and Web Application Proxy roles and certificates configured.

## 3. Establish Federation

During this phase, federation trust will be established between the AD FS environment and Azure AD. Users will be able to enjoy Single-Sign-On and all authentication will be processed by AD FS instead of Azure AD per CJIS requirements.

## 4. Admin Knowledge Transfer

During this phase, we will walk through the Office 365 and Exchange admin consoles providing best practices, tips & tricks, and Q&A to the customer's admin staff.

## Project Team

The following staff have been identified to take key roles in Yamhill County Office 365 deployment:

| Role | Name | Email | Phone |
|---|---|---|---|
| Deployment Lead | Chris Lee | chrisl@Tangent.com | 800-342-9388 x1159 |
| Project Sponsor | Shane Hoffman | hoffmans@co.yamhill.or.us | |
| Technical Lead | John Burns | burnsj@co.yamhill.or.us | |

Core project roles and responsibilities are described below:

- Deployment Lead – Technical deployment lead for the deployment project.
- Project Sponsor – Primary contact for Tangent that facilitates communication with any client-side teams within the organization.
- Technical Lead – Technical lead on the customer side for the deployment project.

## Assumptions

Tangent will engage in work under the following assumptions. If the listed assumptions are incorrect, please notify your Deployment Lead immediately. If assumptions are not met, work may be paused until assumptions can be remediated or a Project Change Request is submitted to your Deployment Lead.

- (AD Environments Only) Domain environment is a fully qualified domain name (not a single label domain).
- (AD Environments Only) All domain controllers within the organization are Server 2003+.
- (AD Environments Only) Replication between all DCs is healthy and GPOs are applying as expected to client computers.
- Customers must own their public domain and be able to make changes to their DNS zone file.
- No other assumptions are made.

## Responsibilities

Tangent will work closely with the customer to complete the project and ensure status updates are communicated regularly. If there are any questions, please do not hesitate to reach out to your Tangent representative.

### Tangent Responsibilities:

- Assess environment for remediation issues related to domain, DNS, Exchange, licensing, and user workstation requirements.
- Plan and schedule the project phases.

- Provision Office 365 with required accounts and domains.
- Configure Azure AD Connect if directory synchronization.
- Configure Exchange hybrid coexistence between on-premises Exchange and Exchange Online.
- Perform mailbox migrations.
- Assist with DNS changes.
- Assist with troubleshooting and escalation of any issues related to directory synchronization, Exchange Online, OneDrive for Business, Office 365 ProPlus, and licensing.
- Configure Office 365 environment (including Yammer and Skype for Business if needed).
- Work closely with Primary Contact to provide record change, name server change instructions, and Exchange configuration changes.
- Provide status reports.
- Knowledge transfer and training.

## Customer Responsibilities:

- Assign an individual or team to serve as the Tangent primary contact(s).
- Conduct operating system and browser upgrades to meet minimum requirements. https://products.office.com/en-US/office-system-requirements/#Office365forBEG
- Configure Email Address Policies for the organization.
- Configure PowerShell automation for the organization.
- Conduct client Office software upgrades to meet minimum requirements.
  - Upgrading Office 2007 to newer versions.
  - Installing latest Office service packs and updates.
  - Potentially resolving corrupted desktop environments that prevent Outlook from connecting with Office 365.
- Provide access to AD (if applicable), mail server, and DNS as needed.
- Arrange inclusion of other departments if needed.
- Provide required hardware and repair services.
- Provide required networking infrastructure.
- Assess the migration to ensure there are no end-user issues pending resolution.
- Provide on-time responses to requests for information.
- Provide a list of Distribution Lists or Shared mailboxes that need to be created so users can email from those addresses.

## Service Level Commitments:

### Response time
- Within three hours for Support issues.
- During normal business hours (M-F 6:30am to 3:30pm PST, weekdays), the first step is to notify Tangent that an issue has occurred. This can be done via email to O365Admins@tangent.com or via phone at 1-800-399-8324. Outside of business hours, the same contact methods apply, but may not be answered until the next business day.
- Level 1 support personnel will attempt to resolve the issue prior to either escalation to tier 3 Microsoft support, if necessary, or, if at the advisory of a Level 1 technician, proceed with escalation directly to the Level 2 Engineering/Development tier for additional analysis.
- With assistance from Microsoft certified tier 3 Engineering/Development support, Level 1 and 2 engineers will work with the Support Requester to resolve the issue and file the necessary paperwork for long term enhancement to software, if applicable.
- Tangent will notify the client and verify resolution of the problem upon conclusion.

### Support Policy
- Tangent will work to provide a satisfactory resolution to a reported incident.
- If applicable, fix will be included into future patch releases via updates.
- Feature requests will be forwarded to Tangent's Research and Development team.
- Online chat support available at www.Tangent.com during regular business hours (6:30am to 3:30pm PST, weekdays).
- Email support available at O365Admins@tangent.com. Response time for email tickets are within three hours.
- 24 hour phone support optionally available for Enterprise clients.
- An active Support and Service subscription must be maintained to be eligible for any Tangent Support assistance.
- Expired service contracts renewed after a lapse in service will renew from original date of expiration, not date of renewal.

### Example Support Scenarios
- Guidance on PowerShell cmdlets for administrators (Office 365 and Exchange Online)
- Guidance on licensing scenarios
- Guidance on security policies and multi-factor authentication
- Troubleshooting Azure AD Connect issues
- Assistance with configuring clients to send email from devices and applications
- Troubleshooting mailbox migration errors
- Troubleshooting DNS issues
- Troubleshooting Outlook client and OWA troubleshooting
- Troubleshooting mobile mail access issues
- Troubleshooting shared mailbox permissions

- Troubleshooting mail flow issues
- Troubleshooting spam protection issues
- Guidance on Data Loss Prevention (DLP) scenarios
- Guidance on retention policies

## Customer Signature

| Organization Name | | | | | |
|---|---|---|---|---|---|
| Yamhill County | | | | | |
| Signatory Name | Signatory Position | Signatory E-Mail | Signature | | Date |
| Shane Hoffman | IT Manager | Hoffmansa@co.yamhill.or.us | *[signature]* | | 11/2/18 |

## Partner Signature

| Organization Name | Local MPN ID | | | | |
|---|---|---|---|---|---|
| Tangent | 1023948 | | | | |
| Signatory Name | Signatory Position | Signatory E-Mail | Signature | | Date |
| | | | | | |

## Exhibit B

(see attached)

# tangent

**Microsoft** Partner

**Quote**

| | |
|---|---|
| Date | 8/9/2018 |
| Valid Until | 10/15/2018 |
| Quote # | 76173933 |
| Customer ID | YACO009 |

Tangent
191 Airport Blvd
Burlingame, CA 94010
650.342.9388 x 2131

| CUSTOMER | PROJECT DESCRIPTION |
|---|---|
| Yamhill County<br>Attn: Shane Hoffman, John Burns | )365 Migration, Support, Licenses |

| PART # | DESCRIPTION | QTY | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| O365-G3 | Office 365 U.S. Government G3 | 775 | $ 17.00 | $ 13,175.00 |
| | | | x12 | $ 158,100.00 |
| O365-DEPL | Office 365 Deployment | 1 | $ 16,000.00 | $ 16,000.00 |
| O365-SUPP | Office 365 Annual Support | 1 | $ 2,000.00 | $ 2,000.00 |

| SPECIAL NOTES AND INSTRUCTIONS | | |
|---|---|---|
| | Total | $ 176,100.00 |
| | S & H | |
| | Tax | $ - |
| | **TOTAL** | $ 176,100.00 |

Above information is an estimate of services/goods described above.
Payment will be collected in prior to provision of services/goods described in this quote.
**Thank you for your business!**

Should you have any inquiries concerning this quote, please contact Hannah Smith on 650-342-9388x2137
e:hannahs@tangent.com  www.tangent.com

Accepted by Yamhill County
Board of Commissioners on
_10/11/18_ by Board Order
# _18-367_

Exhibit C

(see attached)

**Microsoft**

# Microsoft Cloud Agreement

## US Government Community Cloud

This Microsoft Cloud Agreement is incorporated into the Customer Agreement and entered into between the customer who is a Community member ("Customer") and the person or entity who has entered into a prime contract with the Customer ("Contractor") as an addendum and governs Customer's use of the Microsoft Products. It consists of the terms and conditions below, Use Rights, SLA, and all documents referenced within those documents (together, the "agreement"). It is effective on the date that the Contractor provisions the Customer's Subscription. Key terms are defined in Section 13.

**1. Grants, rights and terms.**

All rights granted under this agreement are non-exclusive and non-transferable and apply as long as neither Customer nor any of its Affiliates is in material breach of this agreement.

a. **Software.** Upon acceptance of each order, Microsoft grants Customer a limited right to use the Software in the quantities ordered.

   (i) **Use Rights.** The Use Rights in effect when Customer orders Software will apply to Customer's use of the version of the Software that is current at the time. For future versions and new Software, the Use Rights in effect when those versions and Software are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless Customer chooses to have those changes apply.

   (ii) **Temporary and perpetual licenses.** Licenses available on a subscription basis are temporary. For all other licenses, the right to use Software becomes perpetual upon payment in full.

b. **Online Services.** Customer may use the Online Services as provided in this agreement.

   (i) **Online Services Terms.** The Online Services Terms in effect when Customer orders or renews a Subscription to an Online Service will apply for the applicable Subscription term. For Online Services that are billed periodically based on consumption, the Online Services Terms current at the start of each billing period will apply to usage during that period.

   (ii) **Suspension.** Microsoft may suspend use of an Online Service during Customer's violation of the Acceptable Use Policy or failure to respond to a claim of alleged infringement. Microsoft will give Customer notice before suspending an Online Service when reasonable.

   (iii) **End Users.** Customer controls access by End Users, and is responsible for their use of the Product in accordance with this agreement. For example, Customer will ensure End Users comply with the Acceptable Use Policy.

   (iv) **Customer Data.** Customer is solely responsible for the content of all Customer Data. Customer will secure and maintain all rights in Customer Data necessary for Microsoft to provide the Online Services to Customer without violating the rights of any third party or otherwise obligating Microsoft to Customer or to any third party. Microsoft does not and will not assume any obligations with respect to Customer Data or to Customer's use of the Product other than as expressly set forth in this agreement or as required by applicable law.

   (v) **Responsibility for your accounts.** Customer is responsible for maintaining the confidentiality of any non-public authentication credentials associated with Customer's use of the Online Services. Customer must promptly notify customer support about any possible misuse of Customer's accounts or authentication credentials or any security incident related to the Online Services.

c. **License transfers.** License transfers are not permitted, except that Customer may transfer only fully-paid perpetual licenses to (1) an Affiliate or (2) a third party, solely in connection with the transfer of hardware or employees to whom the licenses have been assigned to the third party as part of (a) a divestiture of all or part of an Affiliate or (b) a merger involving Customer or an Affiliate. Upon such transfer, Customer and its Affiliates must uninstall and discontinue using the licensed Product and render any copies unusable. Attempted license transfers that do not comply with this agreement are void.

d. **Reservation of rights.** Products 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.

e.  **Restrictions.** Customer may use the Product only in accordance with this agreement. Customer may not (and is not licensed to): (1) reverse engineer, decompile or disassemble any Product or Fix, or attempt to do so; (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 or Fix or restrictions in Product documentation. Customer may not disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters Customer's use of the Online Services. Except as expressly permitted in this agreement or Product documentation, Customer may not distribute, sublicense, rent, lease, lend, resell or transfer and Products, in whole or in part, or use them to offer hosting services to a third party.

f.  **Preview releases.** Microsoft may make Previews available. **Previews are provided "as-is," "with all faults," and "as-available," and are excluded from the SLA and all limited warranties provided in this agreement.** Previews may not be covered by customer support. Previews may be subject to reduced or different security, compliance, and privacy commitments, as further explained in the Online Services Terms and any additional notices provided with the Preview. Microsoft may change or discontinue Previews at any time without notice. Microsoft also may choose not to release a Preview into "General Availability."

g.  **Verifying compliance for Products.**

    (i)  **Right to verify compliance.** Customer must keep records relating to all use and distribution of Products by Customer and its Affiliates. Microsoft has the right, at its expense, to verify compliance with the Products' license terms. Customer must promptly provide any information reasonably requested by the independent auditors retained by Microsoft in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products that Customer hosts, sublicenses, or distributes to third parties. Customer agrees to complete Microsoft's self-audit process, which Microsoft may request as an alternative to a third-party audit.

    (ii)  **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use of Products, then within 30 days Customer must order sufficient licenses to cover its use. If unlicensed use or distribution is 5% or more, the Customer may be completely responsible for the costs Microsoft has incurred in verification, to the extent permitted by 31 U.S.C. § 1341 (Anti-Deficiency Act) and other applicable Federal law or similar state law (as applicable). The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. Notwithstanding the foregoing, nothing in this section prevents the Customer from disputing any invoice in accordance with the Contract Disputes Act (41 U.S.C. §§7101-7109), if and as applicable. If there is no unlicensed use, Microsoft will not subject Customer to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other legal means.

    (iii)  **Verification process.** Microsoft will notify Customer at least 30 days in advance of its intent to verify Customers' compliance with the license terms for the Products Customer and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not unreasonably interfere with Customer's operations.

2.  *Subscriptions, ordering.*

    a.  **Available Subscription offers.** The Subscription offers available to Customer will be established by the Customer Agreement and generally can be categorized as one or a combination of the following:

        (i)  **Online Services Commitment Offering.** Customer commits in advance to purchase a specific quantity of Online Services for use during a Term and to pay upfront or on a periodic basis for continued use of the Online Service.

        (ii)  **Consumption Offering (also called Pay-As-You-Go).** Customer pays based on actual usage with no upfront commitment.

        (iii)  **Limited Offering.** Customer receives a limited quantity of Online Services for a limited term without charge (for example, a free trial) or as part of another Microsoft offering (for example, MSDN). Provisions in this agreement with respect to the SLA and data retention may not apply.

        (iv)  **Software Commitment Offering.** Customer commits in advance to purchase a specific quantity of Software for use during a Term and to pay upfront or on a periodic basis for continued use of the Software.

    b.  **Ordering.**

        (i)  Orders must be placed through the Contractor. Customer may place orders for its Affiliates under this agreement and grant its Affiliates administrative rights to manage the Subscription, but, Affiliates may not place

orders under this agreement. Customer also may assign the rights granted under Section 1.a and 1.b to a third party for use by that third party in Customer's internal business. If Customer grants any rights to Affiliates or third parties with respect to Software or Customer's Subscription, such Affiliates or third parties will be bound by this agreement and Customer agrees to be jointly and severally liable for any actions of such Affiliates or third parties related to their use of the Products.

    (ii) The Contractor may permit Customer to modify the quantity of Online Services ordered during the Term of a Subscription. Additional quantities of Online Services added to a Subscription will expire at the end of that Subscription.

  c. **Pricing and payment.** Prices for each Product and any terms and conditions for invoicing and payment will be established by the Contractor.

  d. **Renewal.**

    (i) Upon renewal of a Subscription, Customer may be required to sign a new agreement, a supplemental agreement or an amendment to this agreement.

    (ii) Customer's Subscription will automatically renew unless Customer provides the Contractor notice of its intent not to renew prior to the expiration of the Term.

  e. **Eligibility for Academic, Government and Nonprofit versions.** Customer agrees that if it is purchasing an academic, government or nonprofit offer, Customer meets the respective eligibility requirements listed at the following sites:

    (i) For academic offers, the requirements for educational institutions (including administrative offices or boards of education, public libraries, or public museums) listed at http://go.microsoft.com/academic;

    (ii) For government offers, the requirements listed at http://go.microsoft.com/government; and

    (iii) For nonprofit offers, the requirements listed at http://go.microsoft.com/nonprofit.

As an exception to the foregoing, if Customer is not a government entity but has been verified by Contractor to be an eligible member of the Community, then the requirements in (ii) above shall not apply. Microsoft reserves the right to verify eligibility at any time and suspend the Online Service if the eligibility requirements are not met.

  f. **Taxes.** The parties are not liable for any of the taxes of the other party that the other party is legally obligated to pay and which are incurred or arise in connection with or related to the transactions contemplated under this agreement, and all such taxes will be the financial responsibility of the party who is obligated by operation of law to pay such tax.

3. **Term, termination.**

  a. **Agreement term and termination.** This agreement will remain in effect until the expiration or termination of the Customer Agreement, whichever is earliest.

  b. **Cancel a Subscription.** The Customer Agreement will establish the terms and conditions, if any, upon which Customer may cancel a Subscription.

4. **Security, privacy, and data protection.**

  a. **Reseller Administrator Access and Customer Data.** Customer acknowledges and agrees that (i) the Contractor will be the primary administrator of the Online Services for the Term and will have administrative privileges and access to Customer Data, however, Customer may request additional administrator privileges from its Contractor; (ii) Customer can, at its sole discretion and at any time during the Term, terminate its Contractor's administrative privileges; (iii) the Contractor's privacy practices with respect to Customer Data or any services provided by the Contractor are subject to the terms of the Customer Agreement and may differ from Microsoft's privacy practices; and (iv) the Contractor may collect, use, transfer, disclose, and otherwise process Customer Data, including personal data. Customer consents to Microsoft providing the Contractor with Customer Data and information that Customer provides to Microsoft for purposes of ordering, provisioning and administering the Online Services.

  b. If Customer plans to include criminal justice information or federal tax information with its Customer Data, it is Customer's responsibility to ensure compliance with FBI CJIS Policy, including ensuring that all of Customer's and/or Contractor's employees that will have unencrypted access to Customer Data meet the FBI background check. Customer must contact Contractor to obtain an applicable amendment to this agreement for that purpose.

  c. Customer consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Customer may choose to provide personal information to Microsoft on behalf of third parties (including your contacts, resellers, distributors, administrators, and employees) as part of this agreement.

Customer will obtain all required consents from third parties under applicable privacy and data protection laws before providing personal information to Microsoft.

    d.   Additional privacy and security details are in the Online Services Terms. The commitments made in the Online Services Terms only apply to the Online Services purchased under this agreement and not to any services or products provided by the Contractor. If Customer uses software or services that are hosted by a Reseller, that use will be subject to Reseller's privacy practices, which may differ from Microsoft's.

    e.   As and to the extent required by law, Customer shall notify the individual users of the Online Services that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by the Contractor or as required by law, and Customer shall obtain the users' consent to the same.

    f.   Customer appoints the Contractor as its agent for purposes of interfacing with and providing instructions to Microsoft for purposes of this Section 4.

**5.** ***Warranties.***

    a.   **Limited warranty.**

       (i)   **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date Customer is first licensed for that version. If it does not, and Customer notifies Microsoft within the warranty term, then Microsoft will, at its option, (1) return the price Customer paid for the Software license or (2) repair or replace the Software.

       (ii)  **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer's use. Customer's remedies for breach of this warranty are in the SLA. The remedies above are Customer's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

    b.   **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse or use inconsistent with this agreement, including failure to meet minimum system requirements. These warranties do not apply to free or trial products, Previews, Limited Offerings, or to components of Products that Customer is permitted to redistribute.

    c.   **Disclaimer. Except for the limited warranties above, to the extent not prohibited by applicable law, Microsoft provides no warranties or conditions for Products and disclaims any other express, implied, or statutory warranties for Products, including warranties of quality, title, non-infringement, merchantability and fitness for a particular purpose.**

**6.** ***Defense of third party claims.***

    a.   **By Microsoft.** Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted under this agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, as its option, either: (1) modify or replace the Product or fix with a functional equivalent; or (2) terminate Customer's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product or Fix after being notified to stop due to a third-party claim.

    b.   **Customer's agreement.** Customer agrees that use of Customer Data or non-Microsoft software Microsoft provides or otherwise makes available on Customer's behalf will not infringe any third party's patent, copyright or trademark or make unlawful use of any third party's trade secret. In addition, Customer will not use an Online Service to gain unauthorized access to or disrupt any service, data, account or network in connection with the use of the Online Services.

    c.   **Rights and remedies in case of possible infringement or misappropriation.** If Microsoft reasonably believes that a claim under this section may result in a legal bar prohibiting Customer's use of the Product or Fix, Microsoft will seek to obtain the right for Customer to keep using it or modify or replace it with a functional equivalent, in which case Customer must discontinue use of the prior version immediately. If these options are not commercially reasonable, Microsoft may terminate Customer's right to the Product or Fix and refund any amounts Customer has paid for those rights to Software and Fixes and, for Online Services, any amount paid for a usage period after the termination date.

d. **Other terms.** Customer must notify Microsoft promptly in writing of a claim subject to this section; give Microsoft sole control over the defense and settlement (provided that for any Federal Agency Customers, the control of the defense and settlement is subject to 28 U.S.C. 516); and provide reasonable assistance in defending the claim. Microsoft will reimburse Customer for reasonable out of pocket expenses that it incurs in helping. The remedies provided in this section are the exclusive remedies for the claims described in this section.

Notwithstanding the foregoing, and solely with respect to Federal Agency Customers, Microsoft's rights set forth in this section (and the rights of the third party claiming infringement) shall be governed by the provisions of 28 U.S.C. § 1498.

7. **Limitation of liability.**

For each Product, each party's maximum, aggregate liability to the other under this agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the applicable Products during the term of this agreement, subject to the following:

a. **Online Services.** For Online Services, Microsoft's maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Online Service during the 12 months before the incident; provided that in no event will Microsoft's aggregate liability for any Online Service exceed the amount paid for that Online Service during the Subscription.

b. **Free Products and distributable code.** For Products provided free of charge and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

c. **Exclusions.** In no event will either party be liable for loss of revenue or indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for loss of use, lost profits, revenues, business interruption, or loss of business information, however caused or on any theory of liability.

d. **Exceptions.** The limits of liability in this section apply to the fullest extent permitted by applicable law, but do not apply to: (1) the parties' obligations under section 6; or (2) violation of the other's intellectual property rights.

For Customers that are Federal Agencies, this Section shall not impair the Customer's right to recover for fraud or crimes arising out of or related to this agreement under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

8. **ITAR Covered Services.** This section applies to only the ITAR Covered Services, defined below, Customer buys subject to this Agreement. These terms **only apply if** Customer provides express notice to Microsoft of Customer's intent to manage ITAR controlled data in the Customer Data during the eligibility validation phase of the online application process in accordance with the directions provided here: https://azuregov.microsoft.com/regulationcollection.

a. **Customer Prerequisites:**

(i) Customer is responsible for ensuring that the prerequisites established or required by the ITAR are fulfilled prior to introducing ITAR-controlled data into the ITAR Covered Services.

(ii) Customer acknowledges that the ITAR Covered Services ordered by Customer under this Agreement enable End Users optionally to access and use a variety of additional resources, applications, or services that are (a) provided by third parties, or (b) provided by Microsoft subject to their own terms of use or privacy policies (collectively, for convenience, "add-ons"), as described in services documentation and/or in the portal through which Customer's administrator(s) will manage and configure the ITAR Covered Services.

(iii) Customer is responsible for reviewing Online Services documentation, configuring the ITAR Covered Services, and adopting and implementing such policies and practices for Customer's End Users' use of ITAR Covered Services, together with any add-ons, as Customer determines are appropriate to comply with the ITAR or other legal or regulatory requirements applicable to Customer and not generally applicable to Microsoft as an IT service provider.

(iv) Customer acknowledges that only ITAR Covered Services will be delivered subject to the terms of this Section. Processing and storage of ITAR-controlled data in other services, including without limitation add-ons, is not supported. Without limiting the foregoing, data that Customer elects to provide to the Microsoft technical support organization, if any, or data provided by or on Customer's behalf to Microsoft's billing or commerce systems in connection with purchasing or ordering ITAR Covered Services, if any, is not subject to the provisions of this Section. Customer is solely responsible for ensuring that ITAR-controlled data is not included in support information or support case artifacts.

b.  **Special Terms.**

    (i)  ITAR Covered Services. The ITAR Covered Services are cloud services operated in a standardized manner with features and processes common across multiple customers. As part of Customer's preparation to use the ITAR Covered Services for the storage, processing, or transmission of ITAR-controlled data, Customer should review applicable services documentation. Customer's compliance with the ITAR will be dependent, in part, on Customer's configuration of the services and adoption and implementation of policies and practices for Customer's End Users' use of ITAR Covered Services. Customer is solely responsible for determining the appropriate policies and practices needed for compliance with the ITAR.

c.  **Personnel.** Microsoft personnel and contractors authorized by Microsoft to access Customer Data (that may include ITAR-controlled data) in the ITAR Covered Services, will be limited to U.S. persons, as that term is defined in the ITAR. Customer may also authorize Microsoft personnel and contractors to access its Customer Data. Customer is solely responsible for ensuring any such authorization is permissible under the ITAR.

d.  **Use of Subcontractors.** As set forth in the OST, Microsoft may hire subcontractors to provide services on its behalf. Any such subcontractors used in delivery of the ITAR Covered Services will be permitted to obtain Customer Data (that may include ITAR-controlled data) only to deliver the ITAR Covered Services Microsoft has retained them to provide and will be prohibited from using Customer Data for any other purpose. Storage and processing of Customer Data in the ITAR Covered Services is subject to Microsoft security controls at all times and, to the extent subcontractor personnel perform services in connection with ITAR Covered Services, they are obligated to follow Microsoft's policies, including without limitation the geographic restrictions and controls selected by you in the configuration of the ITAR Covered Services. Microsoft remains responsible for its subcontractors' compliance with Microsoft's obligations.

e.  **Notification.** The Security Incident handling process defined in the OST will apply to the ITAR Covered Services. In addition, the parties agree to the following:

    (i)  Customer acknowledges that effective investigation or mitigation of a Security Incident involving ITAR-controlled data may be dependent upon information or services configurations within Customer's control. Accordingly, proper treatment of ITAR-controlled data will be a joint obligation between Microsoft and Customer. If Customer becomes aware of any unauthorized release of ITAR-controlled data to Microsoft or the use of a service other than the ITAR Covered Service to store, process, or transmit ITAR-controlled data, Customer will promptly notify Microsoft of such event and provide reasonable assistance and information necessary for Microsoft to investigate and report such event.

    (ii)  If, subsequent to notification of a Security Incident by Microsoft, Customer determines that ITAR-controlled data may have been subject to unauthorized inspection or disclosure, it is Customer's responsibility to notify the appropriate authorities of such event, or to notify impacted individuals, if Customer determines such notification is required under applicable law or regulation or your internal policies.

    (iii)  If either party determines it is necessary or prudent to make a voluntary disclosure to the Directorate of Defense Trade Controls regarding the treatment of ITAR-controlled data in the Online Services, such party will work in good faith to notify the other party of such voluntary disclosure prior to providing such voluntary disclosure. The parties will work together in good faith in the development and reporting of any such voluntary disclosure.

f.  **Conflicts.** If there is any conflict between any provision in this Section and any provision in the agreement, this Section shall control.

9.  **IRS 1075 Covered Services.** This section applies to only the IRS 1075 Covered Services, defined below, Customer buys under the Subscription. These terms only apply if Customer provides express notice to Microsoft of its intent to purchase IRS 1075 Covered Services in accordance with the directions provided here: https://azuregov.microsoft.com/regulationcollection.

a.  **Customer Prerequisites.**

    (i)  Customer is responsible to ensure that the prerequisites established or required by IRS Publication 1075 are fulfilled prior to introducing FTI into the IRS 1075 Covered Services.

    (ii)  Customer acknowledges that the IRS 1075 Covered Services ordered by Customer under the Subscription enable End Users optionally to access and use a variety of additional resources, applications, or services that are (a) provided by third parties, or (b) provided by Microsoft subject to their own terms of use or privacy policies (collectively, for convenience, "add-ons"), as described in services documentation and/or in the portal through which your administrator(s) will manage and configure the IRS 1075 Covered Services.

    (iii)  Customer is responsible for reviewing Online Services documentation, configuring the services, and adopting and implementing such policies and practices for your End Users' use of IRS 1075 Covered Services,

together with any add-ons, as Customer determines are appropriate in order for Customer to comply with IRS Publication 1075 or other legal or regulatory requirements applicable to Customer and not generally applicable to Microsoft as an IT service provider.

(iv) Customer acknowledges that only IRS 1075 Covered Services will be delivered subject to the terms of this section. No other services are supported by the terms of this section. Without limiting the foregoing, data that Customer elects to provide to the Microsoft technical support organization ("Support Data"), if any, or data provided by or on Customer's behalf to Microsoft's billing or commerce systems in connection with purchasing/ordering IRS 1075 Covered Services ("Billing Data"), if any, is not subject to the provisions of this section. Customer is solely responsible for ensuring that FTI is not provided as Support Data or Billing Data.

b. **IRS Publication 1075 Special Terms.**

(i) IRS 1075 Covered Services. The IRS 1075 Covered Services are cloud services operated in a standardized manner with features and processes common across multiple customers. As part of your preparation to use the services for FTI, Customer should review applicable services documentation. Customer's compliance with IRS Publication 1075 will be dependent, in part, on Customer's configuration of the services and adoption and implementation of policies and practices for Customer's End Users' use of IRS 1075 Covered Services. Customer is solely responsible for determining the appropriate policies and practices needed for compliance with IRS Publication 1075.

(ii) Attachment 1 contains the Safeguarding Contract Language for Technology Services specified by IRS Publication 1075. Microsoft and Customer has agreed that certain requirements of the Safeguarding Contract Language and IRS Publication 1075 will be fulfilled as set forth in the remainder of this section.

(iii) Personnel Records and Training. Microsoft will maintain a list of screened personnel authorized to access Customer Data (that may include FTI) in the IRS 1075 Covered Services, which will be available to Customer or to the IRS upon written request. Customer will treat Microsoft personnel personally identifiable information (PII) as Microsoft trade secret or security-sensitive information exempt from public disclosure to the maximum extent permitted by applicable law, and, if required to provide such Microsoft personnel PII to the IRS, will require the IRS to treat such personnel PII the same.

(iv) Training Records. Microsoft will maintain security and disclosure awareness training records as required by IRS Publication 1075, which will be available to Customer upon written request.

(v) Confidentiality Statement. Microsoft will maintain a signed confidentiality statement, and will provide a copy for inspection upon request.

(vi) Cloud Computing Environment Requirements. The IRS 1075 Covered Services are provided in accordance with the FedRAMP System Security Plan for the applicable services. Microsoft's compliance with controls required by IRS Publication 1075, including without limitation encryption and media sanitization controls, can be found in the applicable FedRAMP System Security Plan.

(vii) Use of Subcontractors. Notwithstanding anything to the contrary in Attachment 1, as set forth in the OST, Microsoft may use subcontractors to provide services on its behalf. Any such subcontractors used in delivery of the IRS 1075 Covered Services will be permitted to obtain Customer Data (that may include FTI) only to deliver the services Microsoft has retained them to provide and will be prohibited from using Customer Data for any other purpose. Storage and processing of Customer Data in the IRS 1075 Covered Services is subject to Microsoft security controls at all times and, to the extent subcontractor personnel perform services in connection with IRS 1075 Covered Services, they are obligated to follow Microsoft's policies. Microsoft remains responsible for its subcontractors' compliance with Microsoft's obligations. Subject to the preceding, Microsoft may employ subcontractor personnel in the capacity of augmenting existing staff, and understands IRS Publication 1075 reference to employees to include employees and subcontractors acting in the manner specified herein. It is the responsibility of the Customer to gain approval of the IRS for the use of all subcontractors.

(viii) Microsoft maintains a list of subcontractor companies who may potentially provide personnel authorized to access Customer Data in the Online Services, published for Azure branded services at http://azure.microsoft.com/en-us/support/trust-center/, or successor locations identified by Microsoft. Microsoft will update these websites at least 14 days before authorizing any new subcontractor to access Customer Data, Microsoft will update the website and provide Customer with a mechanism to obtain notice of that update.

(ix) Security Incident Notification. The Security Incident handling process defined in the OST will apply to the IRS 1075 Covered Services. In addition, the parties agree to the following:

1.  Customer acknowledges that effective investigation or mitigation of a Security Incident may be dependent upon information or services configurations within Customer's control. Accordingly, compliance with IRS Publication 1075 Incident Response requirements will be a joint obligation between Microsoft and Customer.

2.  If, subsequent to notification from Microsoft of a Security Incident, Customer determines that FTI may have been subject to unauthorized inspection or disclosure, it is Customer responsibility to notify the appropriate Agent-in-Charge, TIGTA (Treasury Inspector General for Tax Administration) and/or the IRS of a Security Incident, or to notify impacted individuals, if Customer determines this is required under IRS Publication 1075, other applicable law or regulation, or Customer internal policies.

c.  **Customer Right to Inspect.**

(i)   Audit by Customer. Customer will, (i) be provided quarterly access to information generated by Microsoft's regular monitoring of security, privacy, and operational controls in place to afford you an ongoing view into the effectiveness of such controls, (ii) be provided a report mapping compliance of the IRS 1075 Covered Services with NIST 800-53 or successor controls, (iii) upon request, be afforded the opportunity to communicate with Microsoft's subject matter experts for clarification of the reports identified above, and (iv) upon request, and at Customer's expense, be permitted to communicate with Microsoft's independent third party auditors involved in the preparation of audit reports. Customer will use this information above to satisfy with any inspection requirements under IRS Publication 1075 and agrees that the audit rights described in this section are in full satisfaction of any audit that may otherwise be requested by the Customer.

(ii)  Confidentiality of Audit Materials. Audit information provided by Microsoft to Customer will consist of highly confidential proprietary or trade secret information of Microsoft. Microsoft may request reasonable assurances, written or otherwise, that information will be maintained as confidential and/or trade secret information subject to this agreement prior to providing such information to Customer, and Customer will ensure Microsoft's audit information is afforded the highest level of confidentiality available under applicable law.

(iii) This Section, 9.c, is in addition to compliance information available to Customer under the OST.

10. **Criminal Justice Information Services (CJIS).** This section applies only to the Government CJIS Covered Services, defined below, you buy under the Subscription. These terms only apply if Customer provides express notice to Microsoft of its intent to purchase CJIS Covered Services in accordance with the directions provided here: https://azuregov.microsoft.com/regulationcollection.

a.  Customer Prerequisites.

(i)   Microsoft's representations as it relates to its CJIS Covered Services' compliance with the FBI Criminal Justice Information Systems ("CJIS") Security Addendum (Appendix H of FBI CJIS Policy) are subject to Customer's incorporation of applicable state-specific CJIS Amendment terms and conditions into Customer's order with the Contractor. They are also subject to Customer's incorporation and flow down of such terms in Customer's contracts with a Covered Entity.

(ii)  Please visit https://www.microsoft.com/en-us/TrustCenter/Compliance/CJIS for additional information about CJIS Covered States and CJIS Covered Services. Note that not all states are CJIS Covered States and that different CJIS Covered Services may apply in different CJIS Covered States. For more information about how to sign up for CJIS Covered Services through an Enterprise Agreement, please visit https://azure.microsoft.com/en-us/pricing/enterprise-agreement/. For purposes of this section, if Customer is not in a CJIS Covered State, then Microsoft is unable to provide CJIS-related representations at this time, and no CJIS Amendment will apply.

(iii) Customer can access the terms and conditions of Microsoft's adherence to the FBI CJIS Policy by contacting the CSA in a CJIS Covered State. The Security Addendum for Private Contractors (Cloud Providers) referenced in the FBI CJIS Policy and CSA-provided terms and conditions is incorporated herein by reference, and you acknowledge that Microsoft's support for CJI will be in accordance with those terms agreed to and/or signed by the applicable state CSA. Customer also acknowledges that it is Customer's responsibility to contact the applicable state CSA for this and any additional information. Customer is required to, and acknowledge it will, work directly with the applicable state CSA for any CJIS-related documentation and audit requirements.

(iv)  Customer is responsible to ensure that the CJIS Security Addendum has been signed by the CSA, that the CSA has approved Customer's use of the Covered Services to store or process CJI, and that any other prerequisites established or required by either the FBI, state CSA, or Customer is fulfilled prior to introducing CJI into the Covered Services.

(v) Customer acknowledges that it will keep records of any Covered Entity to which it provides CJIS State Agreements or other CJIS-related documentation Customer obtains from the state CSA and shall make such records available to Microsoft promptly upon request.

b. If there is any conflict between any provision in this section and any provision in the agreement, this section shall control.

**11. Government Community requirements.** Customer certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacities as a member of the Community and 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. Customer acknowledges that only Community members may use Government Community Cloud Services.

a. 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 and this Agreement.

b. Customer may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

c. Any Customer that uses Government Community Cloud Services must maintain its status as a member of the Community. Maintaining status as a member of the Community is a material requirement for such services.

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.

e. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted herein.

f. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain. Additionally, Office 365 US Government may not be deployed or used in the same domain as other Government Community Cloud Services.

g. Notwithstanding the Data Processing Terms section of the Online Services Terms, Office 365 GCC High and Azure Government Services are not subject to the same control standards and frameworks as the Microsoft Azure Core Services. The Compliance Trust Center Page describes the control standards and frameworks with which Office 365 GCC High and Azure Government Services comply.

h. **Operational and Ordering Consideration for GCC High:**

   (i) Customer (a) acknowledges that its Tenant administrator console (when available) will appear to include more licenses than it has ordered and is entitled to; and (ii) agrees that it must order licenses for every User account it assigns. Notwithstanding anything to the contrary in the order and Product Terms, Licenses will be deemed "Reserved" for each user (and thereby subject to a True-Up Order requirement in accordance with the terms and conditions of the order), as of the day that User's account is reserved, unless a License for each such User is ordered in advance. Customer is solely responsible for keeping accurate records of the month each User is assigned to a User account, and will provide such records to Microsoft with its True-Up orders.

   (ii) Customer acknowledges that (a) availability of its Office 3635 GCC High tenant may follow several weeks after its initial order, and (a) the service components provided pursuant to its orders for "Suite" SKUs such as E1 and E3, as listed in the Office 365 GCC High, may differ from those components available in similar suites available in other forms of Office 365 Services.

   (iii) The parties acknowledge that, as of the date this Agreement was executed, the Office 365 ProPlus "click-to-run" (C2R) feature is not yet available in Office 365 GCC High, notwithstanding anything to the contrary in the Use Rights. Accordingly, the following terms and conditions shall apply:

   Until C2R functionality is made available, Customer may install up to two (2) local copies of Office Professional Plus for each User to whom E3 licenses are assigned, for the sole use of those assigned Users on Qualified Devices in Customer's Enterprise.

Once C2R functionality is made available (the "C2R release date," to be announced in the Office 365 Service Descriptions), Customer must cease installing additional local copies of Office Professional Plus, and shall as soon as practicable (but in no event later than 12 months following the C2R release date) replace each local copy that was installed pursuant to the preceding paragraph with a C2R-installed copy.

12. **Miscellaneous.**

   a. **Notices.** You must send notices by mail, return receipt requested, to the address below.

   > **Notices should be sent to:**
   >
   > Microsoft Corporation
   > Volume Licensing Group
   > One Microsoft Way
   > Redmond, WA 98052
   > USA
   > Via Facsimile: (425) 936-7329

   Customer agrees to receive electronic notices from us, which will be sent by email to the account administrator(s) named for your Subscription. Notices are effective on the date on the return receipt or, for email, when sent. You are responsible for ensuring that the email address for the account administrator(s) named for your Subscription is accurate and current. Any email notice that we send to that email address will be effective when sent, whether or not Customer actually receives the email.

   b. **Assignment.** Customer may not assign this agreement either in whole or in part. Microsoft may transfer this agreement without Customer's consent, but only to one of Microsoft's Affiliates. Any prohibited assignment is void.

   c. **Severability.** If any part of this agreement is held unenforceable, the rest remains in full force and effect.

   d. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver.

   e. **No agency.** This agreement does not create an agency, partnership, or joint venture.

   f. **No third-party beneficiaries.** There are no third-party beneficiaries to this agreement.

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

   h. **Microsoft as an independent contractor.** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's confidential information.

   i. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products or services.

   j. **Entire agreement.** This agreement is the entire agreement concerning its subject matter and supersedes any prior or concurrent communications. In the case of a conflict between any documents in this agreement that is not expressly resolved in those documents, their terms will control in the following order of descending priority: (1) this agreement, (2) the Product Terms, (3) the Online Services Terms, and (4) any other documents in this agreement.

   k. **Survival.** All provisions survive termination of this agreement except that requiring performance only during the term of the agreement.

   l. **U.S. export jurisdiction.** Products are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use and destination restrictions issued by U.S. and other governments related to Microsoft products, services, and technologies.

   m. **Force majeure.** Neither party will be liable for any failure in performance due to causes beyond that party's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Online Services). This Section will not, however, apply to your payment obligations under this agreement.

n. **Contracting authority.** If you are an individual accepting these terms on behalf of an entity, you represent that you have the legal authority to enter into this agreement on that entity's behalf.

o. **Additional Terms Applicable when the Customer is a U.S. Federal Agency.**

(i) No provisions of any shrink-wrap or any click-through agreement (or other similar form of agreement) that may be provided in conjunction with any Product(s) acquired under this agreement shall apply in place of, or serve to modify any provision of this agreement, even if a user or authorized officer of Customer purports to have affirmatively accepted such shrink-wrap or click-through provisions. For the avoid of doubt and without limiting the foregoing, in the event of a conflict between any such shrink-wrap or click-through provisions (irrespective of the products or services that such provisions attach to) and any term or condition of this agreement, then the relevant term or condition of this agreement shall govern and supersede the purchase of such Product(s) to the extent of any such conflict. All acceptance of agreements and renewals shall be executed in writing.

(ii) If any document incorporated by reference into this agreement, including the Product Terms and Online Service Terms included and/or referenced or incorporated herein and/or therein, contains a provision (1) allowing for the automatic termination of your license rights or Online Services; (2) allowing for the automatic renewal of services and/or fees; (3) requiring the governing law to be anything other than Federal law; and/or (4) otherwise violates applicable Federal law, then, such terms shall not apply with respect to the Federal Government. If any document incorporated by reference into this agreement, including the Product Terms and Online Service Terms included and/or referenced or incorporated herein and/or therein contains an indemnification provision, such provision shall not apply as to the United States indemnifying Microsoft or any other party.

### 13. Definitions.

Any reference in this agreement to "day" will be a calendar day.

"Acceptable Use Policy" is set forth in the Online Services Terms.

"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.

"Azure Government Services" means one or more of the services or features Microsoft makes available to Enrolled Affiliate under this Enrollment and identified at http://azure.microsoft.com/en-us/regions/#services, which are Government Community Cloud Services.

"CJI" means Criminal Justice Information, as defined in FBI CJIS Policy.

"CJIS Covered State" means a state, as shown at https://www.microsoft.com/en-us/TrustCenter/Compliance/CJIS or another site Microsoft may provide, with which Microsoft and the applicable state have entered into a CJIS State Agreement.

"CJIS Covered Service" means, for any state-specific CJIS Amendment, the Microsoft Online Services that are listed as such in that amendment, and for which Microsoft's CJIS representations apply.

"CJIS State Agreement" means an agreement between Microsoft and a Covered State's CSA (or another entity to which the CSA has delegated its duties) containing terms and conditions under which the Covered State and Microsoft will comply with the applicable requirements of the CJIS Policy. Each CJIS State Agreement is consistent with the applicable state-specific CJIS Amendment, and includes Microsoft CJIS Security Addendum Certifications. For clarity, a CJIS State Agreement may be titled "CJIS Information Agreement" or "CJIS Management Agreement."

"Community" means the community consisting of one or more of the following: (1) a Government, (2) a Customer 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 the Customer determines, and Microsoft agrees, that the use of Government Community Cloud Services is appropriate to meet the Customer's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Compliance Trust Center Page" means the compliance page of the Microsoft Trust Center, published by Microsoft at https://www.microsoft.com/en-us/TrustCenter/Compliance/default.aspx or a successor site Microsoft later identifies.

"Consumption Offering", "Commitment Offering", or "Limited Offering" describe categories of Subscription offers and are defined in Section 2.

"Covered Entity" means any State/Local Entity in a Covered State with which you maintain a contractual relationship whose use of CJIS Covered Services is subject to CJIS Policy.

"CSA" means, for each CJIS Covered State, that state's CJIS Systems Agency, as defined in FBI CJIS Policy.

"Customer Agreement" means the binding agreement between the Contractor and Customer under which Customer orders Products from the Contractor and the Contractor binds Customer to the terms of the this agreement.

"Customer Data" is defined in the Online Services Terms.

"End User" means any person you permit to access Customer Data hosted in the Online Services or otherwise use the Online Services. With respect to ITAR Covered Services, End User means an individual that accesses the ITAR Covered Services. With respect to IRS 1075 Covered Services, End User means an individual that accesses the IRS 1075 Covered Services.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Fix" means a Product fix, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"FTI" is defined as in IRS Publication 1075.

"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.

"IRS 1075 Covered Services" means Azure Government services listed as being in the scope for IRS 1075 at http://azure.microsoft.com/en-us/support/trust-center/compliance/irs1075/ or its successor site. Without limitation, IRS 1075 Covered Services do not include any other separately branded Online Services.

"IRS Publication 1075" means the Internal Revenue Services (IRS) Publication 1075 effective January 1, 2014, including updates (if any) released by the IRS during the term of the Enrollment.

"ITAR" means the International Traffic in Arms Regulations, found at 22 C.F.R. §§ 120 - 130.

"ITAR-controlled data" means Customer Data that is regulated by the ITAR as Defense Articles or Defense Services.

"ITAR Covered Services" means, solely with respect to this Amendment, the (i) Office 365 GCC High services; and (ii) Azure Government services, listed as being in the scope for the ITAR at https://www.microsoft.com/en-us/TrustCenter/Compliance/itar or its successor site.

"Microsoft Trust Center Compliance Page" is Microsoft's website accessible at https://www.microsoft.com/en-us/TrustCenter/Compliance/ or a successor upon which Microsoft provides information about how each of its Online Services complies with, and/or is certified under, various government and industry control standards.

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

"Non-Microsoft Product" is defined in the Online Services Terms.

"Office 365 Service Descriptions" means, collectively and solely for this Amendment, the Service Descriptions for Office 365 High, published by Microsoft at https://technet.microsoft.com/en-us/library/mt774581.aspx (for the product superset, Office 365 US Government) and https://technet.microsoft.com/en-us/library/mt774968.aspx (for the product subset, Office 365 GCC High), or at successor sites Microsoft later identifies.

"Office 365 US Government" means the Government Community Cloud Service described by the Office 365 Service Descriptions

"Office 365 GCC High" means the Government Community Cloud Service described by the Office 365 Service Descriptions.

"Online Services" means any of the Microsoft-hosted online services subscribed to by Customer under this agreement, including Government Community Cloud Services, Microsoft Dynamics Online Services, Office 365 Services, Microsoft Azure Services, or Microsoft Intune Online Services.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Licensing Site and updated from time to time.

"Previews" means preview, beta, or other pre-release version or feature of the Online Services or Software offered by Microsoft to obtain customer feedback.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including Previews.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

"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' jurisdiction and geographic boundaries.

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

"Subscription" means an enrollment for Online Services for a defined Term as established by your Reseller.

"Technical Data" has the meaning provided in 22 C.F.R. § 120.

"Term" means the duration of a Subscription (e.g., 30 days or 12 months).

"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 the use rights or terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.
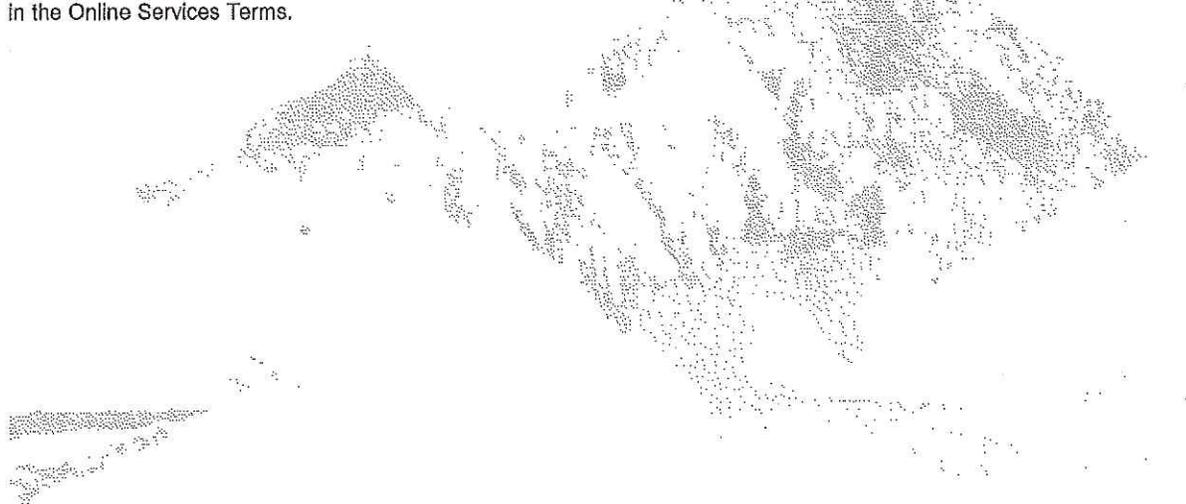
# ATTACHMENT 1

## Internal Revenue Services

## Federal Tax Information

## Safeguarding Addendum

In performance of its obligations to deliver the IRS 1075 Covered Services under the Agreement, Microsoft agrees to comply with the requirements contained in Exhibit 7 (Safeguarding Contract Language for Technology Services) from IRS Publication 1075, as set forth below. For purposes of this Attachment 1, "contractor" refers to Microsoft, "agency" refers to Customer, and "contract" refers to the Agreement, inclusive of the Amendment.

### I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be performed under the supervision of contractor or the contractor's responsible employees.

(2) Any return or return information made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Addendum. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.

(3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

(4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of their computer facility, and no output will be retained by contractor at the time the work is completed. If immediate purging of all data storage components is not possible, contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

(5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

(6) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.

(7) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.

(8) The contractor will maintain a list of employees authorized access. Such list will be provided to the Company and, upon request, to the IRS reviewing office.

(9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

### II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

## III. INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

Exhibit D

(see attached)

# tangent

1. **Billing Information**

   Tangent will provide licensing on a yearly basis. Price per user per month is valid for 1 year and you will not be subject to any price increase from Microsoft Corporation. Tangent will also provide support as outlined in "Service Level Commitments" (section 3) for 1 year (12 months).

2. **Billing Terms**

   Customer may choose method of payment. Throughout the 12 month contract, Tangent will prorate any licenses taken away or added to the agreement date as indicated by signature and date below. For adding licensing, we will accept the same form of payment as initial purchase.

3. **Service Level Commitments:**

   Response time:

   • Within three hours for Support issues.

   • During normal business hours (M-F 6:30am to 3:30pm PST, weekdays), the first step is to notify Tangent that an issue has occurred. This can be done via email to O365Admins@tangent.com or via phone at 1800-399-8324. Outside of business hours, the same contact methods apply, but may not be answered until the next business day.

   • Level 1 support personnel will attempt to resolve the issue prior to either escalation to tier 3 Microsoft support, if necessary, or, if at the advisory of a Level 1 technician, proceed with escalation directly to the Level 2 Engineering/Development tier for additional analysis.

   • With assistance from Microsoft certified tier 3 Engineering/Development support, Level 1 and 2 engineers will work with the Support Requester to resolve the issue and file the necessary paperwork for long term enhancement to software, if applicable.

   • Tangent will notify the client and verify resolution of the problem upon conclusion.

   Support Policy:

   • Tangent will work to provide a satisfactory resolution to a reported incident.

   • If applicable, fix will be included into future patch releases via updates.

   • Feature requests will be forwarded to Tangent's Research and Development team.

   • Online chat support available at www.Tangent.com during regular business hours (6:30am to 3:30pm PST, weekdays).

   • Email support available at O365Admins@tangent.com. Response time for email tickets are within three hours.

   • 24-hour phone support optionally available for Enterprise clients.

   • An active Support and Service subscription must be maintained to be eligible for any Tangent Support assistance.

   • Expired service contracts renewed after a lapse in service will renew from original date of expiration, not date of renewal.

Should you have any inquiries concerning this document, please contact Hannah Smith on
650-342-9388x2137
e:hannahs@tangent.com  www.tangent.com

# tangent

## 4. Proposal Acceptance

The Terms and Conditions are as outlined in this document. Customer's signature below indicates the agreement to begin purchasing licenses and support services through Tangent.

| | |
|---|---|
| **Name:** | Shane Hoffman |
| **Title:** | IT Manager |
| **Signature:** | _[signature]_ |
| **Date:** | 11/2/18 |

Should you have any inquiries concerning this document, please contact Hannah Smith on
650-342-9388x2137
e:hannahs@tangent.com   www.tangent.com

B.O. 18-390
Exhibit "A"