

**CITYNEXT DIGITAL ALLIANCE**  
**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is entered into as of the date of the later signature below, by and between Microsoft Corporation (“Microsoft”) and the City of Orlando (“City”) (collectively, “the Parties”, and singly, a “Party”).

**1. Purpose.**

This MOU reflects the Parties’ intent to collaborate to pursue City initiatives identified in Exhibit A, which Exhibit may be modified from time-to-time. Neither Party intends for their collaborative activities to create legally binding rights and obligations except as set forth in Section 2 or in a separate definitive agreement.

**2. Terms and Conditions.**

- a) **Confidentiality.** Either party may disclose publicly the creation of this Digital Alliance and market the Alliance in accordance with Section 2.d. below. Neither party will disclose to the other confidential information under this MOU. Disclosure of confidential information between the Parties, if any, will be addressed in a separate non-disclosure agreement or other definitive agreement executed by the Parties.
- b) **Relationship of the Parties.** This Agreement is a collaborative effort to form a Digital Alliance between the Parties. Neither this MOU, nor any activities described herein, shall be construed as creating a joint venture, franchise, agency, or other such relationship. Neither Party shall have the right, power, or authority to obligate or bind the other Party in any manner whatsoever, without the other Party’s prior written consent.
- c) **Non-Exclusivity.** The relationship between the Parties is non-exclusive. Neither Party will be precluded from entering into similar agreements with other parties. Nothing in this MOU, including any exhibits, requires either Party to refrain from offering, acquiring, selling, licensing, promoting, or developing other services, platforms or products that compete with the services, platforms, or products that are subject of the relationship contemplated by this MOU.
- d) **Marketing.** The Parties will work together to market and publicize the Digital Alliance programs that they have agreed will benefit the Orlando community. The Parties agree to consult and work together in handling any press releases or media inquiries.
- e) **Expenses.** Microsoft and City agree that each Party shall pay its own fees, costs and expenses, and those of its agents, independent contractors, and consultants, in connection with this MOU, including without limitation any legal fees, except as expressly specified herein or otherwise agreed upon in writing by both Parties.

- f) **Disclaimer of Warranties/Limitation of Liability.** Except as may be set forth in any separate written definitive agreement binding on the Parties, (a) all materials, information, or other items provided by one Party to the other are provided “as is” without warranty of any kind, and each Party disclaims all warranties, express or implied, with respect to any materials, information, or other items provided to the other in connection with this MOU; and (b) in no event will either Party be liable to the other for any direct, consequential, indirect, special, punitive, or other damages arising out of or related to this MOU, except with respect to violation of its confidentiality obligations or the other Party’s intellectual property rights.
- g) **Intellectual Property.** All copyrights, patents, trade secrets, trademarks, or any other intellectual property (“Intellectual Property”) owned by one Party prior to the date of this MOU will continue to be owned by that Party. Neither Party will gain, by virtue of this MOU, any Intellectual Property rights owned by the other.
- h) **Governing Law.** This MOU shall be governed by the laws of Florida, without giving effect to its conflict of law provisions.
- i) **Term and Termination.** This MOU will expire December 31, 2016, except that either Party may terminate this MOU without cause upon thirty days (30) prior written notice. Either Party may terminate this MOU immediately in the event of breach of any provision of this Section 2 by the other Party.
- j) **Entire Agreement.** This MOU constitutes the entire agreement between the Parties with respect to its subject matter and merges all prior and contemporaneous communications, both written and oral. This MOU shall not be modified except by a written agreement signed by both Parties.
- k) **Enforceability.** Only the terms of this Section 2 of this MOU are legally binding on the Parties. If and when the Parties wish to enter into a legally binding relationship related to the City Initiatives contemplated by this MOU, they will enter into a separate definitive written agreement setting forth the details of their respective rights and obligations.
- l) **Notices.** All notices required or permitted to be given under this Agreement must be provided as follows:

**To Microsoft:**

Kevin F. Hartley  
Assistant General Counsel  
Microsoft Corporation  
5404 Wisconsin Avenue, Suite 900  
Chevy Chase, MD 20815  
Fax: 425-936-7329  
[khartley@microsoft.com](mailto:khartley@microsoft.com)

**To City of Orlando:**

Kathleen Devault  
Director of Strategic Partnerships

City of Orlando  
400 South Orange Avenue, 3rd Floor  
P.O. Box 4990  
Orlando, Florida 32801  
Phone: [407 246 3109](tel:4072463109)  
Fax: [407 246 2848](tel:4072462848)  
[kathleen.devault@cityoforlando.net](mailto:kathleen.devault@cityoforlando.net)

Notices shall be either: (1) personally delivered (including delivery by Federal Express or other courier service) to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery; (2) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or intentionally delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U.S. Mail; or (3) transmitted via telecopier using a telecopier number provided above, if any (or such other number as receiving party may have designated in writing), in which case the delivery shall be deemed to have occurred on the day of the transmission, provided that the day of transmission is a normal business day or, if not, the first normal business day after the transmission.

**ACCEPTED AND AGREED:**

**CITYOF ORLANDO, FLORIDA**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MICROSOFT CORPORATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

### **DIGITAL ALLIANCE MOU ACTIVITIES**

1. **Name of City:** Orlando, Florida

2. **City Initiatives:** Workforce Development/Entrepreneurship

3. **Activities in Support of the City Initiatives:**

a. **City intends to perform the following in support of the City Initiatives:**

Provide resources and/or contacts at the Parks and Recreation Centers, the Orange County Public Schools, and local start-up companies as necessary to implement the Digital Alliance activities.

b. **Microsoft intends to perform the following in support of the City Initiatives:**

1. **Drive FREE DigiGirlz Day Technology Program to Middle & High School Students** affiliated at the Parks and Recreation Centers and other City partner organizations. DigiGirlz is a Microsoft YouthSpark program, that gives girls the opportunity to learn about careers in technology, connect with Microsoft employees, and participate in hands-on computer and technology workshops.  
<http://www.microsoft.com/en-us/diversity/programs/digigirlz/default.aspx>
2. **Provide FREE access to BizSpark & DreamSpark Programs**
  - **BizSpark** - Accelerates the success of early stage Startups by connecting with Network Partners – active members of the global software ecosystem who provide mentorship, guidance and technology resources. [www.microsoft.com/bizspark](http://www.microsoft.com/bizspark)
  - **DreamSpark** – Provides Microsoft professional-level developer and designer tools for students; helps create the next big breakthrough in technology and helps to provide a headstart on their careers.  
[www.dreamspark.com](http://www.dreamspark.com)

Products, services, or programs provided to the City by Microsoft at no charge in support of City Initiatives are provided for the sole use and benefit of the City for City purposes only, and are not provided for personal use or benefit of any City or other government employee. Microsoft intends that any investment in City Initiatives be in compliance with all applicable laws, regulations and ethics rules regarding gifts and donations. Microsoft makes these investments without seeking promises or favoritism for Microsoft in any bidding arrangements.

c. **The Parties intend to jointly perform the following in support of the City Initiatives:**

1. Meet quarterly to review DigiGirlz activities to ensure delivery and execution
2. Meet quarterly to review BizSpark & DreamSpark activities to ensure delivery and execution

## **5. Resources/Personnel:**

### **Microsoft**

- **Michelle Thomas**, Director, Citizenship & Public Affairs, Southeast Region
- **Kathy Peabody**, Operations & Community Affairs Manager, Southeast Region
- **Terrance Herron**, Director, State & Local Government, Southeast Region
- **Eric Castillo**, Sr. Account Executive, State & Local Government
- **Bob Dudenhoefer**, Education Sr. Solution Specialist, Southeast Region
- **George Scott**, Education Account Executive, Southeast Region

### **City of Orlando**

- **Mayor Buddy Dyer**, City of Orlando
- **Lisa Early**, Director of Families, Parks and Recreation, City of Orlando
- **Rosa Akhtarkhvari**, Chief Information Officer
- **Kathleen DeVault**, Director of Strategic Partnerships

## **7. Schedule:**

- **January– Introduction Team Calls & Date Selection for Calendar of events**
- **January/February – Identification of Recreation Centers and community partners, key contacts and resources**
- **February – Rollout of BizSpark & DreamSpark Training**
- **February – July - pre-planning and execution of Digi Girlz Event, and identification of city and partner contacts**

**8. Metrics (if any)**

**9. Other:** The Parties will cooperate to ensure that appropriate youth protection procedures are implemented for any applicable programs.

This Exhibit A is part of and subject to the Digital Alliance MOU between City and Microsoft.

**ACCEPTED AND AGREED:**

**CITYOF ORLANDO**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**MICROSOFT CORPORATION**

**by:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_