Microsoft Consulting Services Work Order

(For Microsoft Internal Purposes Only)	Work Order Number: DORV184-175432 201702
MCS (WO Type 1)- (Public Sector)	Project Code: 7-Q6L74XQX3
	Client ID: U6914902
	Client Type: Major
	Vertical Industry: State & Local Government/Education
	Customer Purchase Order Number:

This work order is made pursuant to the Microsoft Services Agreement #U6914902 (Florida State Contract Number 43230000-15-01, also referred to as Microsoft Premier Support and Consulting Services Agreement and Agreement No. DR-001-FL) (the "agreement") effective as of January 4, 2001, by and between the State of Florida Department of Management Services and Microsoft Corporation ("we" "us", or "our"), as amended. As an "Affiliate" of the State of Florida, The City of Orlando is permitted to utilize the agreement and enter into Work Orders with us. The City of Orlando is referred as "you" in this Work Order. The terms of the agreement are incorporated herein by this reference. Any terms not otherwise defined herein will assume the meanings set forth in the agreement. This work order is comprised of this cover page and the work order terms below, which are incorporated herein by this reference.

Customer Invoice Information		
Name of Customer	City of Orlando	A/P Contact Name (This person receives invoices under this work order.) Timothy Davis
Street Address	400 South Orange Avenue	Contact E-mail Address Tim.davis@cityoforlando.net
City	Orlando State/Province FL	Phone
Country	USA Postal Code 32802	Fax

Invoicing
We will invoice you according to our fiscal monthly billing schedule for services performed and expenses incurred during the previous period. Our invoices for payment will be directed to your representative for payment at the address shown above. *Customer must Select One:* ☐ Customer requires Purchase Order for payment of invoice: Please indicate Purchase Order No. here and send actual PO to Microsoft. _____ _ Customer does not require Purchase Order for payment of invoice. Provide Accounts Payable Name and   Phone No. _____

Source to confirm Per Diem limits – hotel, rental car, meals, etc. (if applicable):		
Contact Name:	Contact E-mail address:	Contact phone No
Web site address:		

Period of Performance
Services under this work order will commence on Effective Date herein. This work order will expire on **April 18, 2019**. In order for us to continue work after the expiration date, you and we must agree in writing to a new work

order or an amendment to this work order identifying the new expiration date and any other terms upon which you and we agree.

Payments to Microsoft should be made to the following, include reference to our invoice number: By Check: Microsoft Enterprise Services, P.O. Box 844510, Dallas, TX 75284-4510, or if by overnight delivery, Microsoft Enterprise Services, Lockbox #844510, 1401 Elm Street, Fifth Floor, Dallas, TX 75202 By Wire: Microsoft Enterprise Services #844510, Acct 3750825354/ ABA#11100001-2, Bank of America, N.A. ☐ Attachments required with Invoice (Status Reports/Time /Expense Breakouts, Other):

Place of Performance/Project Point of Contact (Customer Satisfaction Contact)		
Name of Customer	Same as above	Project leader (This person is your point of contact for all service-related matters under this work order.)
Street Address		Contact E-mail Address
City	State/Province	Phone
Country	Postal Code	Fax

By signing below the parties acknowledge and agree to be bound to the terms of the agreement and this work order.

Customer	Microsoft Affiliate
Name of Customer (please print) **City of Orlando**	Name **Microsoft Corporation**
Signature	Signature
Name of person signing (please print)	Name of person signing (please print) David T. Gallagher
Title of person signing (please print)	Title of person signing (please print) Director of Contracts
Signature date	Effective Date

1. **Services.** We will assist you in the performance of the services identified in the attached Statement of Work, entitled, **"System Center Configuration Manager Deployment"** ("SOW"). Any dates provided are estimates only. Most of the services will be performed at the place of performance identified on the cover page or at such other facility as you specify in writing. Some services may be performed off-site at our facilities. All off-site services will be coordinated with your project leader for the services. Because we are performing the services under your direction, based on an estimated period of performance and fees, we do not warrant that any services deliverables will be completed or be satisfactory to you within the estimated period or fees.

<div align="center">

See Attached SOW

</div>

2. **Fees.** You will pay the following hourly rates and any reasonable out of pocket travel and living expenses (if any) for the individuals assigned. Travel expenses shall be submitted and paid in accordance Section 112.061, Florida Statutes. We reserve the right to utilize whichever labor categories in whatever quantities we determine, in our sole discretion, are appropriate to perform the services. Any total fee and labor hours stated are estimates only. The fees do not include fees for products. Unless otherwise specified in the invoice, you will pay us within thirty (30) calendar days of the date of our invoice. Payments shall be made in accordance with Florida Statute 218.70 (Florida Prompt Payment Act).

Labor Category/Activity	Units	Description	Rate	Proposed Cost
SCCM Staff Augmentation				
Associate Technician	0	Hours	$108.00	$0
Technician	0	Hours	$136.00	$0
Technician I	0	Hours	$163.00	$0
Technician II	0	Hours	$189.00	$0
Technician III	0	Hours	$216.00	$0
Technician IV	0	Hours	$245.00	$0
Technician V	0	Hours	$260.00	$0
MCS Associate Consultant	0	Hours	$217.00	$0
MCS Consultant	560	Hours	$250.00	$140,000
MCS Senior Consultant	0	Hours	$279.00	$0
MCS Project Manager	50	Hours	$268.00	$13,400
MCS Account Delivery Executive	0	Hours	$268.00	$0
MCS Digital Architect	0	Hours	$305.00	$0
MCS Solution Architect	0	Hours	$305.00	$0
	610	**TOTAL HOURS**		$153,400
Proposed Travel Cost				$23,010
Estimated Total				**$176,410.00**

3. **Your responsibilities.** In addition to your responsibilities described in Section 1, "Services", above, you will, at your expense, provide us the following:

a.   access to all necessary on-site facilities, including office space, telephones, analogue modems or PPTP, computer equipment, internet access, and test and monitoring equipment;

b.   access to and copies of relevant technical information;

c.   access to and sufficient time with your technical, management, and other personnel as necessary for us to perform the services; and

d.   a project leader as your primary point of contact with us and to provide technical direction to our personnel performing the services.

4.   Ownership and license.

a.   **Products and fixes.** All products and fixes provided pursuant to this work order shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. You are responsible for paying any licensing fees associated with products.   "**Product**" means any computer code, web-based services, product-related solutions or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing we make available to you for license which is published by us, our affiliates, or a third party. "**Fixes**" means product fixes that we either release generally (such as commercial product service packs) or that we provide to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.

b.   **Pre-existing work.** All rights in any computer code or materials (other than products or fixes) developed or otherwise obtained independently of the efforts of a party under this work order ("**pre-existing work**") shall remain the sole property of the party providing that pre-existing work. During the performance of the services for this work order, each party grants to the other party (and our contractors as necessary) a temporary, non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services. Upon payment in full, we grant you a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) our pre-existing work in the form delivered to you as part of the service deliverables for your internal business operations. "**Service deliverables**" means any computer code or materials (other than products or fixes) that we leave with you at the conclusion of our performance of service(s). Your licenses to our pre-existing work is conditioned upon your compliance with the terms of the agreement and this work order and the perpetual license applies solely to our pre-existing work that we leave to you at the conclusion of our performance of the services.

c.   **Developments.** Upon payment in full, we assign you joint ownership in all rights in any computer code or materials (other than products, fixes or pre-existing work) developed by us (or in collaboration with you) and provided to you in the course of performance of this work order ("**developments**"). "**Joint ownership**" means each party has the right to independently exercise any and all rights of ownership now known or hereafter created or recognized, including without limitation the rights to use, reproduce, modify and distribute the developments for any purpose whatsoever, without the need for further authorization to exercise any such rights or any obligation of accounting or payment of royalties, except you will only exercise your rights for your internal business operations and you will not resell or distribute the developments to any third party. These use restrictions shall survive termination or expiration of this work order or the agreement. Each party shall be the sole owner of any modifications that it makes based upon the developments.

d.   **Affiliates rights.** You may sublicense the rights to the service deliverables granted hereunder to your affiliates, but your affiliates may not further sublicense these rights. Any sublicensing of the service deliverables to your affiliates as permitted by this Section 4 must be consistent with the license terms in the agreement and this work order. If "**affiliate**" is not defined in the agreement, it means (i) if you are a commercial entity, legal entities that you own, which own you, or which are under common ownership with you; and (ii) if you are a

state or local government agency, any government agency, department, instrumentality, division, unit or other office of your state or local government that is supervised by or is part of you, or which supervises you or of which you are a part, or which is under common supervision with you; together with, as mandated by law, any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality located within your state's jurisdiction and geographic boundaries; provided that a state and its affiliates will not, for purposes of this definition, be considered to be affiliates of the federal government and its affiliates. "**Ownership**" means more than 50% ownership.

    e.   ***Open source license restrictions.*** Because certain third party license terms require that computer code be generally (i) disclosed in source code form to third parties; (ii) licensed to third parties for the purpose of making derivative works; or (iii) redistributable to third parties at no charge (collectively, "excluded license terms"), the license rights that each party has granted to any computer code (or any intellectual property associated therewith) do not include any license, right, power or authority to incorporate, modify, combine and/or distribute that computer code with any other computer code in a manner which would subject the other's computer code to excluded license terms.

        Furthermore, each party warrants that it will not provide or give to the other party computer code that is governed by excluded license terms.

    f.   ***Reservation of rights.*** All rights not expressly granted in this Section 4 are reserved.

5.   ***Cost or Pricing Data.*** We will not, under any circumstances, accept work that would require the submission of cost or pricing data.

6. ***Warranties.***

    a. Services. We warrant that all services will be performed with professional care and skill.

    b. No other warranties. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM AND EXCLUDE ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS, IMPLIED OR STATUTORY OTHER THAN THOSE IDENTIFIED EXPRESSLY IN THIS AGREEMENT (INCLUDING ANY STATEMENT OF SERVICES THAT INCORPORATES THESE TERMS), INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCTS, FIXES, SERVICE DELIVERABLES, RELATED MATERIALS AND SERVICES. WE WILL NOT BE LIABLE FOR ANY SERVICE(S) OR PRODUCT(S) PROVIDED BY THIRD PARTY VENDORS, DEVELOPERS OR CONSULTANTS IDENTIFIED OR REFERRED TO YOU BY US UNLESS SUCH THIRD-PARTY PRODUCTS OR SERVICES ARE PROVIDED UNDER OUR WRITTEN AGREEMENT BETWEEN YOU AND US, AND THEN ONLY TO THE EXTENT EXPRESSLY PROVIDED IN THIS AGREEMENT.