



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER

PAGE 1 OF

14

DATE:

10/15/2024

**SUBJECT: CONSIDERATION OF COOPERATIVE FOR MICROSOFT UNIFIED
SUPPORT SERVICES WORK ORDER - #DIR-CPO-4911 - INFORMATION
TECHNOLOGY - MICROSOFT CORPORATION**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider use of cooperative for Microsoft Unified Support Services Work Order, utilizing the State of Texas Department of Information Resources (DIR) Contract #DIR-CPO-4911, for Information Technology, with Microsoft Corporation for \$541,125.82 and approve contract.

BACKGROUND

Microsoft Corporation offers support services through DIR Contract #DIR-CPO-4911. The Microsoft Unified Support Services Work Order will provide a comprehensive set of enterprise support services for Microsoft products. These services are used to support and manage the various products utilized in support of application and technology infrastructure deployed throughout the County. In addition, these services encompass the deployment of new capabilities and features as part of Information Technology's effort to manage cybersecurity administration and advance support initiatives related to stabilization and system availability.

The term of the contract is twelve (12) months, effective November 1, 2024, through October 31, 2025.

DIR's cooperative contracts program is open for state and local government in accordance with Texas Government Code Title 10, Subtitle B, Chapter 2054, Subchapter A, Section 2054.0565, Use of Contracts by Other Entities, "(a) The department may include terms in a procurement contract entered into by the department, including a contract entered into under Section 2157.068, that allow the contract to be used by another state agency, a political subdivision of this state, a governmental entity of another state, or an assistance organization as defined by Section 2175.001. (b) A political subdivision that purchases an item or service using a contract under this section satisfies any other law requiring the political subdivision to seek competitive bids for that item or service".

The contract is attached for approval and signature. The Criminal District Attorney's Office reviewed the contract as to form.

FISCAL IMPACT

Funding in the amount of \$541,125.82 is available in account 10000-2025 General Fund/1810320000 IT Service Delivery/578025 Software Maintenance and Licenses.

SUBMITTED BY

Purchasing

PREPARED BY:

Elaine Johnson, CPPB

APPROVED BY:

Christopher Lax, CPSM, CPSD, CPCP



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER

PAGE 1 OF

DATE:

14

10/15/2024

SUBJECT: **CONSIDERATION OF COOPERATIVE FOR MICROSOFT UNIFIED
SUPPORT SERVICES WORK ORDER - #DIR-CPO-4911 - INFORMATION
TECHNOLOGY - MICROSOFT CORPORATION**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider use of cooperative for Microsoft Unified Support Services Work Order, utilizing the State of Texas Department of Information Resources (DIR) Contract #DIR-CPO-4911, for Information Technology, with Microsoft Corporation for \$541,125.82 and approve contract.

BACKGROUND

Microsoft Corporation offers support services through DIR Contract #DIR-CPO-4911. The Microsoft Unified Support Services Work Order will provide a comprehensive set of enterprise support services for Microsoft products. These services are used to support and manage the various products utilized in support of application and technology infrastructure deployed throughout the County. In addition, these services encompass the deployment of new capabilities and features as part of Information Technology's effort to manage cybersecurity administration and advance support initiatives related to stabilization and system availability.

The term of the contract is twelve (12) months, effective November 1, 2024, through October 31, 2025.

DIR's cooperative contracts program is open for state and local government in accordance with Texas Government Code Title 10, Subtitle B, Chapter 2054, Subchapter A, Section 2054.0565, Use of Contracts by Other Entities, "(a) The department may include terms in a procurement contract entered into by the department, including a contract entered into under Section 2157.068, that allow the contract to be used by another state agency, a political subdivision of this state, a governmental entity of another state, or an assistance organization as defined by Section 2175.001. (b) A political subdivision that purchases an item or service using a contract under this section satisfies any other law requiring the political subdivision to seek competitive bids for that item or service".

The contract is attached for approval and signature. The Criminal District Attorney's Office reviewed the contract as to form.

FISCAL IMPACT

Funding in the amount of \$541,125.82 is available in account 10000-2025 General Fund/1810320000 IT Service Delivery/578025 Software Maintenance and Licenses.

SUBMITTED BY	Purchasing	PREPARED BY:	Elaine Johnson, CPPB
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP

DIR-CPO-4911 Appendix G Microsoft Enterprise Services Work Order

Work Order Number
(Microsoft Affiliate to complete)

GV502411-1002239-1002239

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

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

Customer	Microsoft Affiliate
Name of Customer (please print) Tarrant County, Texas	Name Microsoft Corporation
Signature	Signature <i>Austin Reed</i>
Name of person signing (please print)	Name of person signing (please print) Austin Reed
Title of person signing (please print)	Title of person signing (please print) Sr Specialist
Signature date	Signature date (effective date) 9/19/2024
Name of Customer or its Affiliate that executed the Agreement (if different from Customer above)	

Does Customer issue or require a Customer purchase order for the payment of Microsoft Services?

☒ Yes or ☐ No

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

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

Customer invoice information		
Name of Customer Tarrant County, Texas		Contact Name (Receives invoices under this Work Order) Accounts Payable
Street Address 100 E Weatherford St		Contact E-Mail Address SAP-Invoices@tarrantcounty.com
City Fort Worth	State/Province TX	Phone 817-884-1205
Country United States	Postal Code 76196-0206	Fax

1. Support Services and Fees

1.1. Term.

Microsoft Enterprise Support Services will commence on **11/1/2024** (the "Support Commencement Date") and will expire on **10/31/2025** (the "Support Expiration Date").

1.2. Description of Services.

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

Services by Support Location:

Unified Enterprise Support - 2024-25 USA - SLG - Enterprise West 11/1/2024 - 10/31/2025		
Quantity	Service	Service Type
Included	Enterprise Advisory Support Hours As-needed	Advisory Services
Included	Enterprise Azure Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise On-demand Assessment	On-Demand Assessment
Included	Enterprise On-Demand Assessment - Setup and Config Service As-needed	On-Demand Assessment Remote
Included	Enterprise On-Demand Education	On-Demand Education
Included	Enterprise Online Support Portal	Administrative
Included	Enterprise Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise Reactive Support Management	Service Delivery Management
Included	Enterprise Service Delivery Management	Service Delivery Management
Included	Enterprise Webcasts As-Needed	Webcast
Included	Reactive Enabled Contacts	Problem Resolution Support

Support Delivery Extended USA - SLG - Enterprise West 11/1/2024 - 10/31/2025		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management

Proactive Credits USA - SLG - Enterprise West 11/1/2024 - 10/31/2025		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
1,000 ea	Proactive Credits	Proactive Credits

Enhanced Designated Engineering 0365 - 2024-25 USA - SLG - Enterprise West 11/1/2024 - 10/31/2025		
Quantity	Service	Service Type
200 hr	Enhanced Designated Engineering Security Operations	Designated Support Engineering
Included	Service Delivery Management Extended	Service Delivery Management

Enhanced Designated Engineering Azure IaaS - 2024-25 USA - SLG - Enterprise West 11/1/2024 - 10/31/2025		
Quantity	Service	Service Type
200 hr	Enhanced Designated Engineering Azure IaaS	Designated Support Engineering
Included	Service Delivery Management Extended	Service Delivery Management

1.3. Support Services Fees.

The items listed in the table above represent the services that Customer has pre-purchased for use during the term of this Work Order, and applicable fees are shown in the table below. Microsoft Support Services are a non-refundable, prepaid service.

Before Microsoft commences or continues provision of Microsoft Support Services, Microsoft must receive a signed copy of this Work Order and Customer's payment, purchase order or, if applicable, completed Customer invoice information above. Microsoft will invoice Customer, and Customer agrees to pay Microsoft within 30 calendar days of the date of Microsoft invoice.

Microsoft reserves the right to adjust Microsoft fees prior to entering into any changes to the Microsoft Support Services ordered herein.

Services Summary	Billing Date (M/d/yyyy)	Fee USD
Unified Enterprise Support - 2024-25	11/1/2024	288,907.28
Support Delivery Extended	11/1/2024	26,550.00
Proactive Credits	11/1/2024	130,090.00
Enhanced Designated Engineering 0365 - 2024-25	11/1/2024	76,680.00
Enhanced Designated Engineering Azure IaaS - 2024-25	11/1/2024	76,680.00
Subtotal		598,907.28
Flex Allowance		(57,781.46)
Total Fees (excluding taxes)		541,125.82

Billing Schedule	Billing Date (M/d/yyyy)	Fee USD
FY25 Renewal	11/1/2024	541,125.82
Total Fees (excluding taxes)		541,125.82

1.4. Customer Named Contact(s).

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

Name of Customer Support Service Administrator		
Carolyn Bogan		
Street Address		Contact E-Mail Address
200 Taylor St., 4th Floor		CJBogan@tarrantcountytx.gov
City	State/Province	Phone
FORT WORTH	TX	817-212-7473
Country	Postal Code	Fax
United States	76196	

2. Use, ownership, restrictions and rights.

2.1. Products.

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

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

2.2. Fixes.

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

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

2.3. Pre-existing Work.

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

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

2.4. Services Deliverables.

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

2.5. Non-Microsoft software and technology.

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

2.6. Affiliates' rights

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

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

2.7. Restrictions on use.

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

2.8. Reservation of rights.

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

3. Microsoft Professional Services Data Protection Addendum and Confidentiality.

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

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

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

4. Microsoft Contact

Customer contact for questions and notices about this Work Order.

Microsoft Contact Name Austin Reed	
Phone	Contact E-Mail Address austinreed@microsoft.com

Appendix A

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

Customer Name	Licensing Program	Licensing Enrollment/Agreement Number/Billing Account ID
TARRANT COUNTY	Enterprise 6	70895161
TARRANT COUNTY	Enterprise 6	54362908
TARRANT COUNTY GOVERNMENT	Select Plus	7118883

08302024

APPROVED AS TO FORM:

Kimberly Colliet Wesley
Criminal District Attorney's Office*

CERTIFICATION OF

AVAILABLE FUNDS: \$ 541,125.82 ^{10/16}

Kimberly M. Buchanan
Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

Consideration of Cooperative for Microsoft Unified Support Services Work Order - #DIR-CPO-4911 - Information Technology - Microsoft Corporation

SIGNED AND EXECUTED this 15th day of October 2024.

**COUNTY OF TARRANT
STATE OF TEXAS**

A handwritten signature in black ink, appearing to read "Tim O'Hare", with a long horizontal flourish extending to the right.

Tim O'Hare
County Judge

DIR-CPO-4911 Appendix G Microsoft Enterprise Services Work OrderWork Order Number
(Microsoft Affiliate to complete)**GV502411-1002239-1002239**

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

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

Customer	Microsoft Affiliate
Name of Customer (please print) Tarrant County, Texas	Name Microsoft Corporation
Signature	Signature <i>Austin Reed</i>
Name of person signing (please print)	Name of person signing (please print) Austin Reed
Title of person signing (please print)	Title of person signing (please print) Sr Specialist
Signature date	Signature date (effective date) 9/19/2024
Name of Customer or its Affiliate that executed the Agreement (if different from Customer above)	

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

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

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

Customer invoice information		
Name of Customer Tarrant County, Texas		Contact Name (Receives invoices under this Work Order) Accounts Payable
Street Address 100 E Weatherford St		Contact E-Mail Address SAP-Invoices@tarrantcounty.com
City Fort Worth	State/Province TX	Phone 817-884-1205
Country United States	Postal Code 76196-0206	Fax

1. Support Services and Fees

1.1. Term.

Microsoft Enterprise Support Services will commence on **11/1/2024** (the "Support Commencement Date") and will expire on **10/31/2025** (the "Support Expiration Date").

1.2. Description of Services.

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

Services by Support Location:

Unified Enterprise Support - 2024-25 USA - SLG - Enterprise West 11/1/2024 - 10/31/2025		
Quantity	Service	Service Type
Included	Enterprise Advisory Support Hours As-needed	Advisory Services
Included	Enterprise Azure Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise On-demand Assessment	On-Demand Assessment
Included	Enterprise On-Demand Assessment - Setup and Config Service As-needed	On-Demand Assessment Remote
Included	Enterprise On-Demand Education	On-Demand Education
Included	Enterprise Online Support Portal	Administrative
Included	Enterprise Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise Reactive Support Management	Service Delivery Management
Included	Enterprise Service Delivery Management	Service Delivery Management
Included	Enterprise Webcasts As-Needed	Webcast
Included	Reactive Enabled Contacts	Problem Resolution Support

Support Delivery Extended USA - SLG - Enterprise West 11/1/2024 - 10/31/2025		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management

Proactive Credits USA - SLG - Enterprise West 11/1/2024 - 10/31/2025		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
1,000 ea	Proactive Credits	Proactive Credits

Enhanced Designated Engineering 0365 - 2024-25 USA - SLG - Enterprise West 11/1/2024 - 10/31/2025		
Quantity	Service	Service Type
200 hr	Enhanced Designated Engineering Security Operations	Designated Support Engineering
Included	Service Delivery Management Extended	Service Delivery Management

Enhanced Designated Engineering Azure IaaS - 2024-25 USA - SLG - Enterprise West 11/1/2024 - 10/31/2025		
Quantity	Service	Service Type
200 hr	Enhanced Designated Engineering Azure IaaS	Designated Support Engineering
Included	Service Delivery Management Extended	Service Delivery Management

1.3. Support Services Fees.

The items listed in the table above represent the services that Customer has pre-purchased for use during the term of this Work Order, and applicable fees are shown in the table below. Microsoft Support Services are a non-refundable, prepaid service.

Before Microsoft commences or continues provision of Microsoft Support Services, Microsoft must receive a signed copy of this Work Order and Customer's payment, purchase order or, if applicable, completed Customer invoice information above. Microsoft will invoice Customer, and Customer agrees to pay Microsoft within 30 calendar days of the date of Microsoft invoice.

Microsoft reserves the right to adjust Microsoft fees prior to entering into any changes to the Microsoft Support Services ordered herein.

Services Summary	Billing Date (M/d/yyyy)	Fee USD
Unified Enterprise Support - 2024-25	11/1/2024	288,907.28
Support Delivery Extended	11/1/2024	26,550.00
Proactive Credits	11/1/2024	130,090.00
Enhanced Designated Engineering 0365 - 2024-25	11/1/2024	76,680.00
Enhanced Designated Engineering Azure IaaS - 2024-25	11/1/2024	76,680.00
Subtotal		598,907.28
Flex Allowance		(57,781.46)
Total Fees (excluding taxes)		541,125.82

Billing Schedule	Billing Date (M/d/yyyy)	Fee USD
FY25 Renewal	11/1/2024	541,125.82
Total Fees (excluding taxes)		541,125.82

1.4. Customer Named Contact(s).

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

Name of Customer Support Service Administrator		
Carolyn Bogan		
Street Address		Contact E-Mail Address
200 Taylor St., 4th Floor		CJBogan@tarrantcountytexas.gov
City	State/Province	Phone
FORT WORTH	TX	817-212-7473
Country	Postal Code	Fax
United States	76196	

2. Use, ownership, restrictions and rights.

2.1. Products.

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

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

2.2. Fixes.

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

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

2.3. Pre-existing Work.

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

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

2.4. Services Deliverables.

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

2.5. Non-Microsoft software and technology.

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

2.6. Affiliates' rights

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

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

2.7. Restrictions on use.

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

2.8. Reservation of rights.

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

3. Microsoft Professional Services Data Protection Addendum and Confidentiality.

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

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

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

4. Microsoft Contact

Customer contact for questions and notices about this Work Order.

Microsoft Contact Name Austin Reed	
Phone	Contact E-Mail Address austinreed@microsoft.com

Appendix A

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

Customer Name	Licensing Program	Licensing Enrollment/Agreement Number/Billing Account ID
TARRANT COUNTY	Enterprise 6	70895161
TARRANT COUNTY	Enterprise 6	54362908
TARRANT COUNTY GOVERNMENT	Select Plus	7118883

08302024

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

Kimberly Colliet Wesley
Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.



TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Consideration of Cooperative for Microsoft Unified Support Services Work Order - #DIR-CPO-4911 - Information Technology - Microsoft Corporation

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: SHORT TIA or FULL TIA. Circle one after answering the questions in Sections II and III below.

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution, or order.

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

Yes _____ No ✓

2. Does the county action limit or restrict a real property right, even partially, or temporarily?

Yes _____ No ✓

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.
