

March 25, 2021

County of DeKalb, GA
1300 Commerce Dr.
Decatur, GA 30030-3222
ATTN: Ms. Michelle Vernon

Re: Agreement for Consulting Services

Dear Ms. Vernon:

The purpose of this Letter Agreement (“Agreement”) is to describe the scope of the services Microsoft Corporation (“Microsoft,” “we,” “us,” or “our”) will provide to the **County of DeKalb, GA** (“you”) in connection with your **Privileged Access Workstation Project**. It is our intent that this agreement, including Attachments, will be in compliance with applicable laws and regulations with respect to the laws of the State of Georgia. It is specifically understood that all services and service deliverables provided under this agreement are for the sole benefit and use of the **County of DeKalb, GA** and are not provided to or for the benefit of any individual government employee.

We will provide the services described in the Statement of Work found at Attachment A (the “SOW”). We may, in our sole discretion, reduce the scope of work and alter the period of performance provided under this agreement. The Terms and Conditions in Attachment B are part of this agreement and apply to the services and service deliverables provided under this Agreement.

If the terms of this Agreement are acceptable to you, please sign in the space provided below and return to me.

Sincerely,

Charles H. Brown
Director, U.S. SLG Services Contracts



1. Services

We will assist you in the performance of the services outlined in the attached Statement of Work entitled, “**Privileged Access Workstation.**” **Microsoft is not providing any products of any kind, under this Agreement.** 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.

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 on a Time and Material basis. 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. As such, you will only pay for those hours consumed and fees presented. 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

| Fees Table | | | | |
|---|--------------|--------------------|---------------------|-----------------------|
| MCS Labor Category | Units | Description | Hourly Rates | Proposed Price |
| Delivery Data Scientist | 0 | Hours | \$325 | \$0.00 |
| Digital Architect | 0 | Hours | \$325 | \$0.00 |
| Solution Architect | 50 | Hours | \$325 | \$16,250.00 |
| Software Engineer | 0 | Hours | \$325 | \$0.00 |
| Principal Consultant | 0 | Hours | \$312 | \$0.00 |
| Senior Consultant | 0 | Hours | \$301 | \$0.00 |
| Consultant | 280 | Hours | \$268 | \$75,040.00 |
| Associate Consultant | 0 | Hours | \$234 | \$0.00 |
| Account Delivery Executive | 13 | Hours | \$286 | \$3,718.00 |
| Senior Project Manager | 36 | Hours | \$298 | \$10,728.00 |
| Project Manager | 0 | Hours | \$286 | \$0.00 |
| | | | | |
| US Delivery Center, “USDC” (Remote Services - Las Colinas, TX) | | | | |
| USDC Consultant | 0 | Hours | \$188 | \$0.00 |
| USDC Project Manager | 0 | Hours | \$188 | \$0.00 |

| | | | | |
|---|------------|--------------|-------|---------------------|
| MCS Partner-Subcon Rates: | - | - | - | |
| Technician V | 0 | Hours | \$265 | \$0.00 |
| Technician IV | 0 | Hours | \$250 | \$0.00 |
| Technician III | 0 | Hours | \$220 | \$0.00 |
| Technician II | 0 | Hours | \$195 | \$0.00 |
| Technician I | 0 | Hours | \$165 | \$0.00 |
| Technician | 0 | Hours | \$140 | \$0.00 |
| Associate Technician | 0 | Hours | \$110 | \$0.00 |
| Global Delivery Off-Shore Consultant | 0 | Hours | \$ 83 | \$0.00 |
| | 379 | Hours | | \$105,736.00 |
| Estimated Expenses | | | | \$0.00 |
| Estimated Total | | | | \$105,736.00 |

3. Period of Performance.

This Agreement will commence immediately upon the Execution Date and shall continue until June 6, 2021 unless terminated earlier in accordance with the termination provisions of Section 11 of Attachment B (Term and Termination).

ATTACHMENT A

“STATEMENTS OF WORK”

(See Attached SOW entitled, **“Privileged Access Workstation”**)

[The Remainder of this Page Intentionally Left Blank]

ATTACHMENT B

“TERMS AND CONDITIONS”

1. **Definitions.** In this agreement, a “party” or “parties” means you and/or us as the context requires.

“**You**” means the entity that has entered into this agreement and may also refer, as the context requires, to your affiliates who enter into a statement of services under this agreement. “**We,**” “**us,**” or “**our**” means, the Microsoft entity that has entered into this agreement and may also refer, as the context requires, to our affiliates. In addition, the following definitions apply:

“**affiliate**” means (i) with regard to you, any government agency, department, office, instrumentality, division, unit or other entity 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 shall not, for purposes of this definition, be considered to be affiliates of the federal government and its affiliates; and (ii) with regard to us, any legal entity that we own, which owns us, or which is under common ownership with us.

“**Ownership**” means more than 50% ownership.

“**contractor(s)**” means any third-party supplier or other provider of computer technology or related services;

“**developments**” means any computer code or materials (other than products, fixes or pre-existing work) developed by us or in collaboration with you which is provided to you in the course of performance of a statement of services;

“**fixes**” means product fixes, modifications or enhancements or their derivatives 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);

“**joint ownership**” means each party has the right to independently exercise any and all rights of ownership now known or here after created or recognized, including without limitation the rights to use, reproduce, modify and distribute the developments for any purpose, without the need for further authorization to exercise any such rights or any obligation of accounting or payment of royalties;

“**open source license terms**” means license terms that require computer code to 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;

“**pre-existing work**” means computer code or materials (other than products and fixes) developed or otherwise obtained independently of the efforts of a party under a statement of services;

“**product**” means any computer code, web-based services, 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; “**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 services;

“**services**” means all support, consulting and other services or advice, including any resulting deliverables provided to you under the terms and conditions of this agreement;

“**statement of services**” means the Scope of Work specified in Attachment A, including any amendment thereto.

2. *Services.* See Attachment A.

3. *Ownership and license of service deliverables.*

- a. *Products and fixes.* All products, related solutions and fixes provided under a statement of services will 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.
- b. *Intellectual property and proprietary material.* **Microsoft is the lawful owner or licensee of all proprietary material or pre-existing intellectual property used in the performance of the Services contemplated hereunder; such programs have been lawfully developed or acquired by Microsoft; and Microsoft has the right to permit the County a non-exclusive, perpetual, fully paid-up license to use and reproduce such intellectual property solely for its internal business purposes.**
- c. *Pre-existing work.* All pre-existing work will remain the sole property of the party providing the pre-existing work. During the performance of services, each party grants to the other (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.

Except as may be otherwise explicitly agreed to in a statement of 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 only for your internal business operations.

The perpetual license to our pre-existing work that we leave to you at the conclusion of our performance of the services is conditioned upon your compliance with the terms of this agreement and the applicable statement of services.

Developments. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full we grant you joint ownership in the developments. You agree to exercise your rights for your internal business operations only and you will not resell or distribute the developments to any third party. Each party shall be the sole owner of any modifications that it makes based upon the developments.

- d. *Affiliates rights and sublicensing to affiliates.* Except as may be otherwise explicitly agreed to in a statement of services, you may sublicense the rights to the service deliverables granted hereunder to your affiliates, but you or your affiliates may not further sublicense these rights.

Any sublicensing of the service deliverables to your affiliates, if permitted, must be consistent with the license terms in this agreement or in any statement of services.

- e. *Open source license restrictions.* Because certain third party software is subject to open source 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 open source license terms. Furthermore, each party warrants that it will not provide or give to the other party computer code that is governed by open source license terms.

f. Reservation of Rights. All rights not expressly granted in this section are reserved.

4. Restrictions on use. You may not:

- a) Rent, lease, lend, host or otherwise distribute service deliverables or fixes, except as otherwise provided in a statement of services; or
- b) Reverse engineer, de-compile, or disassemble fixes or service deliverables, except to the extent expressly permitted by applicable law despite this limitation.

Fixes and service deliverables licensed under this agreement are subject to U.S. export jurisdiction. You 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 by U.S. and other governments related to Microsoft products, services, and technologies. For additional information related to Microsoft compliance with export rules, see www.microsoft.com/exporting.

5. Supportability. We may add support for new products or discontinue support for existing products from time-to-time. If we discontinue support for a product, we will inform you six months in advance of the discontinuation by posting the information at <http://support.microsoft.com> or any successor site. If we sell a product to another company, we will give you notice of the sale and at the time of such notice will either (i) arrange for the other company to continue the support; or (ii) continue support ourselves for 90 days to give you time to make alternative arrangements.

There may be cases where your implementation of our products cannot be effectively supported. As part of providing the support services, we will notify you if we reach that conclusion. If you do not modify the implementation to make it effectively supportable within 30 calendar days after the notice, we will not be obligated to provide additional support services for that implementation, however we will continue to provide support for your other supportable implementations covered by the statement of services.

For statements of services for support, we will use commercially reasonable efforts to provide the support services for those products covered in the statement of services, provided they are validly licensed by you.

6. Fees. You agree to pay us (or our designees) the fees described in each statement of services. The fees do not include fees for products. Unless otherwise stated in a statement of services, (i) you agree to pay within 30 calendar days of the date of the receipt of our invoice; and (ii) we will not change our hourly rates identified in a statement of services during its term, but we may adjust our hourly rates prior to entering any new or amended statement of services. Our fees exclude any taxes, duties, tariffs, levies or other governmental charges or expenses (including, without limitation, any value added taxes), which will be billed to and paid by you. We will acknowledge that you are exempted from sales and use taxes in the State of Georgia upon receipt of your certificate of exemption. We are responsible for taxes based upon our personal property ownership and net income. We will have no obligation to continue to provide services if you fail to make timely payment.

Notwithstanding any other provision of this agreement, the parties hereto acknowledge that institutions of the State of Georgia are prohibited from pledging the credit of the State. In the event that the source of funding for the services no longer exists or is insufficient with respect to the services to be provided under this agreement, then this agreement shall terminate without further obligation by you as of that moment. Your certification of the events stated above shall be conclusive.

7. ***Confidentiality.*** Subject to the requirements of your public records and trade secret laws (if any):

a. Confidential information. Confidential information means information marked or otherwise identified in writing by a party as proprietary or confidential or that, under the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary or confidential. It includes, but is not limited to, non-public information regarding either party's products, features, marketing and promotions, and the negotiated terms of this agreement and any statement of services. ***Confidential information includes all information designated as confidential or protected from disclosure by law, rule, or regulation, including but not limited to, the Health Insurance Portability and Accountability Act, the Gramm-Leach-Bliley Act, the Family Educational Rights and Privacy Act, the USA Patriot Act, the Georgia Open Records Act, the Georgia Computer Systems Protection Act, Payment Card Industry Data Security Standards, Trade Secrets, Criminal History Records.***

Confidential information does not include information which: (i) the recipient developed independently; (ii) the recipient knew before receiving it from the other party; or (iii) is or subsequently becomes publicly available or is received from another source, in both cases other than by a breach of an obligation of confidentiality.

b. Use of confidential information. For a period of five years after initial disclosure, neither party will use the other's confidential information without the other's written consent except in furtherance of this business relationship or as expressly permitted by this agreement or disclose the other's confidential information except (i) to obtain advice from legal or financial consultants, or (ii) if compelled by law, in which case the party compelled to make the disclosure will use its best efforts to give the other party notice of the requirement so that the disclosure can be contested.

Each party will take reasonable precautions to safeguard the other's confidential information. Such precautions will be at least as great as those each party takes to protect its own confidential information. Each party will disclose the other's confidential information to its employees, consultants or contractors only on a need-to-know basis, provided that such employees, consultants or contractors are subject to confidentiality obligations no less restrictive than those contained herein. When confidential information is no longer necessary to perform any obligation under any statement of services, each of us will return it to the other party or destroy it at the other's request.

Either party may provide suggestions, comments, or other feedback to the other with respect to the other's products and services. Feedback is voluntary and the party receiving feedback may use it for any purpose without obligation of any kind except that the party receiving

feedback will not disclose the source of feedback without the consent of the party providing it.

- c. *Cooperation in the event of disclosure.*** Each party will immediately notify the other upon discovery of any unauthorized use or disclosure of the other party's confidential information and will cooperate in any reasonable way to help the other regain possession of the confidential information and prevent further unauthorized use or disclosure.
- d. *Knowledge base.*** We may use any technical information we derive from providing services related to our products for problem resolution, troubleshooting, product functionality enhancements and fixes, for our knowledge base. We agree not to identify you or disclose any of your confidential information in any item in the knowledge base.

8. *Warranties.* Microsoft warrants that in performing these Services:

- a.** Microsoft will strictly comply with the descriptions and representations as to the Services (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) which appear herein, and Microsoft and any employees of Microsoft will perform the Services on time;
- b.** The Services will not be in violation of any applicable law, rule or regulation, and Microsoft will obtain all permits required to comply with such laws and regulations.
- c.** The Services contemplated herein will not violate, or in any way, infringe upon the rights of third-parties, including proprietary information and non-disclosure rights, or any trademark, copyright or patent rights;
- d.** Microsoft shall screen all employees it supplies to the County to ensure that each employee is fully qualified to perform the Services, and if required by law or ordinance, is validly licensed and/or has obtained all requisite permits to perform such Services for the County.
- e.** All services will be performed with professional skill and care
- f. *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 THIRDPARTY PRODUCTS OR SERVICES ARE PROVIDED UNDER OUR WRITTEN AGREEMENT BETWEEN YOU AND US, AND THEN ONLY TO THE EXTENT EXPRESSLY PROVIDED IN THIS AGREEMENT.

9. *Defense of infringement and misappropriation claim.* We will defend you against any claims made by an unaffiliated third party that any service deliverable infringes its patent, copyright, or trademark or misappropriates its trade secret, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent).

You must notify us promptly in writing of the claim and allow us to participate fully in its defense or settlement. You agree to provide us with all available information, assistance, and authority in defending the claim, and we will reimburse you for reasonable out of pocket expenses that you incur in providing that assistance. We shall not be liable for any award or judgment against you reached by compromise or settlement unless we accept the compromise or settlement. We shall have the right to enter into negotiations for and the right to effect compromise or settlement of any such action, but no such settlement shall be binding on you or the State of Georgia unless accepted by you. The terms “misappropriation” and “trade secret” are used as defined in the Uniform Trade Secrets Act and the Georgia Trade Secrets Act.

Our obligations will not apply to the extent that any claim or adverse final judgment is based on (i) computer code or materials (e.g. specifications) you provide; (ii) your use of a fix or service deliverables after we notify you to discontinue use due to such a claim; (iii) your combining a fix or service deliverables with a non-Microsoft product, data or business process; (iv) damages attributable to the value of the use of a non-Microsoft product, data or business process; (v) an alteration of fixes or service deliverables by someone other than us or our contractors; (vi) your distribution of the fix or services deliverables to, or its use for the benefit of, any third party other than permitted by an applicable statement of services; (vii) your use of our trademark(s) without express written consent to do so; or (viii) any trade secret claim that is a result of your acquiring a trade secret (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a person (other than us or our affiliates) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret. ***You will be responsible to the extent provided by Georgia law for any costs or damages that result from these actions.***

If we receive information concerning an infringement claim related to a fix or service deliverables, we may, at our expense and without obligation to do so, either (i) procure for you the right to continue to use the allegedly infringing fix or service deliverables as permitted by the applicable statement of services; or (ii) modify the fix or service deliverables or replace it with a non-infringing functional equivalent, to make it non-infringing, in which case you will stop using the allegedly infringing fix or service deliverables immediately. If as a result of an infringement claim, your use of a fix or service deliverables is enjoined by a court of competent jurisdiction, we will, at our option, either i) procure the right to continue its use; ii) modify it to make it non-infringing; iii) replace it with a non-infringing functional equivalent; or iv) refund the amount paid for the infringing fix or service deliverables and terminate the license for (or as applicable, your ownership rights in) the infringing fix or service deliverable.

If any other type of **third-party** claim is brought against you regarding our intellectual property, you must notify us promptly in writing. We may, at our option, choose to treat these claims as being covered by this Section 9. This Section 9 provides your exclusive remedy for third party infringement and trade secret misappropriation claims.

10. Limitations of liability.

- a. Limitation on Direct Damages.** There may be situations in which you have a right to claim damages or payment from us. Except as otherwise specifically provided in this paragraph, whatever the legal basis for your claims, our total liability (and that of our contractors) will be limited, to the maximum extent permitted by applicable law, to direct damages up to the amount you have paid under the applicable statement of services for the services giving rise to the claims. In the event services or any

service deliverables are provided to you on a gratuitous or no-charge basis, our total liability to you will not exceed US\$5000. The limitations contained in this paragraph will not apply with respect to the following:

- (i) our obligations under Section 9;
- (ii) our liability for damages for gross negligence or willful misconduct, to the extent caused by us or our contractors and awarded by a court of final adjudication;
- (iii) our obligations under Section 7;
- (iv) *damages for bodily injury, personal injury, property damage, or any other claim which may be subject to the Georgia Tort Claims Act, O.C.G.A. § 50-21-20 et seq., to the extent caused by us or our agent and awarded by a court of final adjudication; and (v) the provisions of this paragraph shall not operate or be construed to expose you to liability in excess of any liability limit applicable to the State of Georgia pursuant to federal or state law, rule, or regulation.*

b. NO LIABILITY FOR CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY NOR THEIR AFFILIATES, SUPPLIERS OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION), ARISING IN CONNECTION WITH THIS AGREEMENT, ANY STATEMENT OF SERVICES, SERVICES, SERVICE DELIVERABLES, FIXES, PRODUCTS, OR ANY OTHER MATERIALS OR INFORMATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. THIS EXCLUSION OF LIABILITY DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATION, REDISTRIBUTION OR OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

c. Application. Except as specified expressly in this Section 10, the limitations on and exclusions of liability for damages in this agreement apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.

11. Term and termination.

This agreement will remain in effect until terminated or the expiration of the Agreement Term. The parties signing the cover page of this agreement may terminate it at any time by giving the other party at least 60 calendar days prior written notice. Additionally, either party may terminate this agreement; **(i)** if the other party is in material breach or default of any obligation that is not cured within 30 calendar days' notice of such breach; **or (ii) for convenience, provided that the terminating party complied with the notice requirement of this Section of the Agreement.** Microsoft may terminate this Agreement if County fails to pay any invoice that is more than 60 calendar days outstanding. **County** agrees to pay all fees for services performed and expenses incurred **upon the termination or expiration of this Agreement.**

12. Notices. All notices, authorizations, and requests given or made in connection with this agreement must be sent by post, express courier, facsimile, or email to the addresses indicated on the cover

page of this agreement or on an applicable statement of services, if different. Notices will be deemed delivered on the date shown on the postal return receipt or on the courier, or facsimile or email confirmation of delivery.

13. Insurance. We will procure and maintain the following insurance coverage, at all times when performing services on your premises under this agreement, via either commercial insurance, self insurance, a combination of the two or any other similar risk financing alternative:

- a.** Commercial General Liability covering bodily injury and tangible property damage liability with a limit of not less than U.S. \$2,000,000 each occurrence;
- b.** Workers' Compensation (or maintenance of a legally permitted and governmentally approved program of self-insurance) covering Microsoft employees pursuant to applicable state workers' compensation laws for work-related injuries suffered by our employees;
- c.** Employer's Liability with limits of not less than U.S. \$1,000,000 per accident;
- d.** Professional Liability/Errors & Omissions Liability covering damages arising out of negligent acts, errors, or omissions committed by us or our employees in the performance of services, with a limit of liability of not less than U.S. \$2,000,000 per claim; and
- e.** Automobile Liability (if vehicles are brought on your premises or used in the performance of the services) with \$2,000,000 combined single limit per occurrence, for bodily injury and property damage combined covering owned, non-owned and hired vehicles.

We will provide you with evidence of coverage on request.

14. Miscellaneous.

- a. Assignment and right to subcontract.** Neither party may assign this agreement or any statement of services without the written consent of the other. We may use contractors to perform services and we will be responsible for their performance subject to the terms of this agreement.
- b. Independent contractor.** We provide our services as an independent contractor, and will be responsible for any and all social security, unemployment, workers' compensation and other withholding taxes for all of our employees. You and we are free to develop products independently without the use of the other's confidential information. Neither you nor we are obligated to restrict the future work assignments of people who have had access to confidential information. In addition, you, we and these people are free to use the information that these people remember related to information technology, including ideas, concepts, know-how or techniques, so long as confidential information of the other party is not disclosed in violation of this agreement in the course of such use. This use shall not grant either party any rights under the other's copyrights or patents and does not require payment of royalties or separate license.
- c. Applicable law; dispute resolution.** This agreement together with the applicable statement of services will be governed by the laws of your state, without giving effect to its conflict of law provisions. Disputes relating to this agreement will be subject to applicable mandatory dispute resolution statutes and regulations of your state.

- d. *Entire agreement.*** This agreement and the statements of services constitute the parties' entire agreement concerning the subject matter hereof, and supersede any other prior and contemporaneous communications. The terms of these documents will control in the following order: (i) this agreement; and (ii) any statement of services. Any terms and conditions maintained by you or your affiliates or contained in any purchase order, other than those mandatory terms required by law, will not apply. The parties signing the cover page of this agreement may amend this agreement only in writing when signed by both parties. The parties signing a statement of services may amend the statement of services only in writing when signed by both parties.
- e. *Survival.*** The sections regarding ownership and license, restrictions on use, fees, confidentiality, no other warranties, defense of infringement and misappropriation claims, limitations of liability, term and termination, notices, and miscellaneous of this agreement will survive any termination or expiration of this agreement or any statement of services. Additionally, as provided in Section 11 above, if this agreement is terminated all its terms shall survive termination for purposes of any remaining statement of services in existence at the time this agreement is terminated.
- f. *Severability.*** If a court holds any provision of this agreement or a statement of services to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect and the parties will amend the agreement or statement of services to give effect to the stricken clause to the maximum extent possible.
- g. *Waiver.*** No waiver of any breach of this agreement or statement of services will be a waiver of any other breach, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.
- h. *Force majeure.*** To the extent that either party's performance is prevented or delayed, either totally or in part, for reasons beyond that party's control, then that party will not be liable, so long as it resumes performance as soon as practicable after the reason preventing or delaying performance no longer exists.
- i. *Counterparts.*** This agreement and any statements of services may be executed in any number of counterparts, each of which will be an original, and such counterparts together will constitute one and the same instrument. Execution may be effected by delivery of facsimiles of signature pages (and the parties will follow such delivery by prompt delivery of originals of such pages).
- j. *Cost or pricing data.*** We will not, under any circumstances, accept any statement of services that would require the submission of cost or pricing data.
- k. *Non-exclusivity.*** This agreement (including any statement of services incorporating these terms) is non-exclusive. Nothing contained in it requires you to license, use or promote Microsoft software or services exclusively. You may, if you choose, enter into agreements with other parties to license, use or promote non-Microsoft software or services.



IN WITNESS WHEREOF, the parties hereto have set their hands and caused their seals to be affixed hereupon in three (3) counterparts, each to be considered as an original by their authorized representatives, on this ____ day of **March** ____, **2021**.

[Signatures Appear on the Following Page]

MICROSOFT CORPORATION

DEKALB COUNTY, GEORGIA

By: _____ (SEAL)
Signature

Charles H. Brown
Name (Typed or Printed)

Director, U.S. SLG Services Contracts
Title

Date

ATTEST:

Signature

Name (Typed or Printed)

Title

Date

APPROVED AS TO SUBSTANCE:

Department Director

_____ **by Dir.**(SEAL)

MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

Date

ATTEST:

BARBARA SANDERS, CCC
Clerk of the Chief Executive Officer
And Board of Commissioners of
DeKalb County, Georgia

Date

APPROVED AS TO FORM:

County Attorney Signature

County Attorney Name (Typed or Printed)

ATTACHMENT C

Contractor Affidavit under O.C.G.A. §13-10-91

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of **DEKALB COUNTY** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the Contract Term and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with Subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. §13-10-91. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

118645

Federal Work Authorization User Identification Number

May 6, 2008

Date of Authorization

Microsoft Corporation

Name of Contractor

PAW

Name of Project

DeKalb County Georgia Government

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____ (city), _____ (state).

By: _____

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the _____ day of _____, 20 ____.

NOTARY PUBLIC

My Commission Expires: