

**LICENSED SUPPORT PROVIDER (LSP)
AGREEMENT No. ITARC-00929
For
MICROSOFT PRODUCTS AND SERVICES
UNDER MICROSOFT EA NO. 8084445
BETWEEN
COUNTY OF RIVERSIDE
And
SHI INTERNATIONAL CORP.**

This Agreement is entered between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"), and SHI International Corp., New Jersey corporation authorized to conduct business in the State of California (herein referred to as "LSP") of Microsoft Licensing Solution Provider, effective from November 01.2024 and continues in effect through October 31, 2027 , based on LSP's response to RFQ no. ITARC-532 for Microsoft products and services under Microsoft EA no. 8084445. The parties agree as follows:

1. All Terms and Conditions of this Agreement No. ITARC-00929 shall govern purchase of Microsoft products and services under Microsoft EA no. 8084445 by County through the LSP.

2. **Period of Performance:**

This Agreement shall be effective from November 01.2024 and continues in effect through October 31, 2027, with the option to renew for an additional three-year period expiring on October 31, 2030, with no obligation by the County of Riverside to purchase any specified amount of goods or services. In addition, the County may at any time choose to transfer the enrollment from one LSP to another LSP pursuant to the transfer terms set by Microsoft.

The period of performance for the enrollment with the LSP may be for up to a three-year term with the option to renew the enrollments with contracted LSP through the LSP contract expiration date.

3. **Compensation**

The COUNTY shall pay the LSP for products as stated in Exhibit A, incurred in accordance with the terms of this Agreement. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.

Non-Appropriations: The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such

funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Hold Harmless/Indemnification:

- 4.1** LSP shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services, or acts or omissions, of LSP, its officers, employees, subcontractor, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. LSP shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.
- 4.2** With respect to any action or claim subject to indemnification herein by LSP. LSP shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes LSP indemnification to Indemnitees as set forth herein.
- 4.3** LSP obligation hereunder shall be satisfied when LSP has provided to County the appropriate form of dismissal relieving county from any liability for the action or claim involved.

5. Termination:

- 5.1** County may terminate this Agreement without cause upon thirty (30) days written notice served upon the LSP stating the extent and effective date of termination.
- 5.2** County may, upon five (5) days written notice terminate this Agreement for LSP default, if LSP refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the County may proceed with the work in any manner deemed proper by County.
- 5.3** LSP rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by LSP; or in the event of LSP unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

6. Alteration or Changes to the Agreement

The Board of Supervisors and the County Purchasing Agent and/or his designee is the only authorized County representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

7. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY

Riverside County Information Technology
Attn: Procurement Contract Specialist
3450 14th Street
Riverside, CA 92501

LSP

SHI International Corp.
Attn: Moitrayee Majumdar
290 Davidson Ave.
Somerset, NJ, 08873
Moitrayee_Majumdar@SHI.com

8. Insurance

Without limiting or diminishing the LSP'S obligation to indemnify or hold the COUNTY harmless, LSP shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the LSP has employees as defined by the State of California, the LSP shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside. Policy shall name the COUNTY as Additional Insureds.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of LSP'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

C. Insurance Requirements for IT Contractor Services:

LSP shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the LSP, its agents, representatives, or employees. LSP shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by LSP in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the LSP maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the LSP. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions – All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The LSP must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, LSP'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) LSP shall cause LSP'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies

including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If LSP insurance carrier(s) policies does not meet the minimum notice requirement found herein, LSP shall cause LSP's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

- 4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. LSP shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- 5) It is understood and agreed to by the parties hereto that the LSP's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- 6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the LSP has become inadequate.
- 7) LSP shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- 9) LSP agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

9. General:

9.1 This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

9.2 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

9.3 The following documents are attached to and incorporated into this Agreement:

Exhibit A: Scope and pricing.

Exhibit B: LSP Reporting of Active Enrollments.

Exhibit C: Microsoft LSP Participation Form.

Exhibit D: Microsoft EA Benefits for Government Agencies.

Exhibit E: Microsoft Enterprise Agreements and Amendments.

E1) Microsoft Enterprise Agreement No. 8084445.

E2) Microsoft Select Plus Agreement No. 7756479.

E3) Amendments No. 1- EA Custom Terms CTM (Document No. CTM-CPT-OPT-FWK)

E4) Amendments No. 2- EA Custom Terms (Document No. CTM-FWK-CTC-AGR).

9.4 In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any of the attachments, purchase order(s), or other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.

9.5 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code.

9.6 If the entity is a corporation, the signatures of two corporate officers (the president, vice president, secretary, assistant secretary, Chief Financial Officer (i.e. treasurer), or assistant treasurer) are required on the agreements. The signatures must be in the following combination: president or vice president **and** secretary, treasurer or CFO. For example, the signatures of a president and a vice president would be insufficient. If signed by a single corporate officer, a corporate resolution, authorizing the one officer to bind the corporation, signed by the Board of Directors of the corporation, is required. The corporate resolution must authorize the signatory to sign agreements on behalf of the corporation.

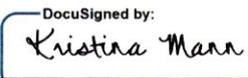
If the entity is a limited liability company (LLC), the signatory is authorized signer as set forth in LLCs operating agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

SHI INTERNATIONAL CORP., New Jersey corporation authorized to conduct business in the State of California.

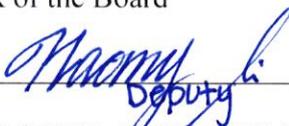
By: 
Chuck Washington
Chair of the Board of Supervisors

By: 
Name: KRISTINA Mann
Title: Sr. Manager - Contracts

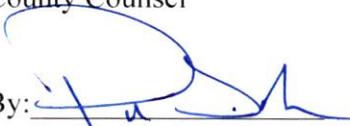
Dated: 9/10/2024

Dated: 7/2/2024

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Paula Salcido
Deputy County Counsel

Dated: 7/8/2024

Exhibit A **Scope and pricing**

LSP's Scope and responsibilities

1. The Licensed Support Provider (LSP) will resell all available Microsoft Licensed Support Provider (LSP) for Microsoft Master Microsoft Enterprise Agreement No. 8084445; Software Licensing, Software Support, Cloud Services such as Azure, Industry Solutions Delivery (ISD) formerly Microsoft Consulting Services (MCS), Microsoft Unified Support and Microsoft incident response. Microsoft Select Plus Agreement No. 7756479.
2. The agreement with LSP as a LSP of the Microsoft Products and Services under Microsoft EA No. 8084445 is available for use by the County of Riverside and governmental agencies within the State of California. The LSP will serve as the liaison between the political entity for enrollments under the Microsoft EA.
3. The LSP agrees to extend the same pricing, terms, and conditions to every political entity, special district, in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the LSP of their choosing; and County shall in no way be responsible to any LSP for other entities' purchases.
4. The LSP may remain the LSP for the Three 3-year duration of the Enrolled Affiliate's Enterprise Agreement Enrollment. All True-Ups during the 3-year enrollment (orders for new products, etc.) by Enrolled Affiliates are required to be submitted only through the Affiliate's selected LSP. Multiple LSP's cannot service a single Enterprise Agreement Enrollment. Enrolled Affiliate may at any time choose to transfer their current enrollment from one LSP to another LSP pursuant to the transfer terms set by Microsoft.
5. The Enrolled Affiliate shall work with the LSP to determine the annual payment, true-up commitment schedule defined in their enrollment.
6. Each Affiliate will communicate to the LSP the compensation terms applicable to their agreement.
7. The LSP will provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (ie: monthly, quarterly, etc.).
8. The LSP will provide reports of licenses purchased and added on to enrollment according to Enrolled Affiliate's specifications. (Intended for an enrollment that has licenses for multiple agencies within a governmental body - ie county, city, etc.) Frequency will be determined by each Enrolled Affiliate (ie: monthly, quarterly, etc.).
9. The LSP will provide, at the Enrolled Affiliate's request, a licensing portal that allows the tracking of licenses beyond the capabilities of the Microsoft VLSC. This portal will show, but not be limited to, all licenses on the current enrollment, quantities of said licenses, track licenses at department/agency levels, transfer licenses to and from each department/agency, and have reporting functionalities.

10. The LSP will provide training to the Enrolled Affiliate's Microsoft administrators on Microsoft portals such as the VLSC, Office 365, Azure, etc. within 30 days of receiving a purchase order for such products that introduce a new portal. LSP should outline what aspects of training they feel would be beneficial in their proposal.
11. The LSP will provide documentation to the Enrolled Affiliate within 90 days of when Microsoft has made a change to a license and advise of any grandfather or conversion rights within that same timeframe.
12. The LSP will provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment at the time of such amendment.
13. The LSP will provide an updated price list on an annual basis or when Microsoft changes price point, whichever is sooner, in an Excel spreadsheet to the Enrolled Affiliate. This price list must capture, at minimum, the following categories for each product: SKU, product description, MSRP, NET (Level D), LSP's uplift and contracted unit price.
14. The LSP shall provide a list of enrollments. The list of enrollments is due 30 days after the contract signature and on January 15th of each calendar year during the agreement period. This list will include the agency name, contact person, email and phone number and annual spend. The intent of this is to track how many agencies within the State of California piggyback off of the Master Agreement.
15. The LSP will be charged 1.00% of the annual enrollment sales amount to leverage the Riverside County Master Microsoft Agreement No.8084445, and Select Plus Agreement No.7756479, which includes Software Licensing, Software Support, Cloud Services such as Azure, Industry Solutions Delivery (ISD), Microsoft Consulting Services (MCS), Microsoft Unified Support and Microsoft incident response. This administrative fee will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments.
16. The Servicing LSP shall provide Microsoft Enterprise Support Services from Microsoft to assist customers leveraging this contract vehicle in operation of the technology acquired and assist Riverside Master Participants in maximizing the benefits of this investment.
17. The Servicing LSP shall provide the ability to for the acquisition of Microsoft services as the demand for individual product services or capabilities expand. The servicing LSP shall provide services to include Microsoft Unified, Industry Solutions Delivery (ISD), and Microsoft incident response. The Servicing LSP will have a valid Microsoft Master Services Agreement on file with Microsoft in order to resell Microsoft Unified Support, and Industry Solutions Delivery (ISD). Additionally, the contractor shall provide Microsoft dedicated Technical Support representatives and subject matter experts provided via the Microsoft enterprise agreement to support and assist Riverside County master participants in analyzing, architecting, implementing, managing, and operating solutions based on the licenses previously acquired or to be purchased in accordance with the terms of the Microsoft enterprise licensing program.

18. LSP will be responsible for submitting a completed "Reporting of Active Enrollments" by January 15th of each year for the prior calendar year.
19. The County of Riverside Information Technology (RCIT) will invoice the Awarded LSP annually based on the enrollments verified from LSP Reporting of Active Enrollments.
20. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.
21. The administrative fee shall not be included as an adjustment to LSP's Master Agreement pricing.
22. The administrative fee shall not be invoiced or charged to the Enrolled Affiliate.
23. Administrative fee checks shall be submitted to:
 - Riverside County Information Technology
 - Attn: Accounts Receivable
 - 3450 14th Street, 4th Floor
 - Riverside, CA 92501

Pricing:**1. Microsoft Enterprise License Subscription and services**

Item Description	Price Level	Markup %
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups) M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Level D	1.10
Enterprise Products (Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite).	Level D	1.10
Additional Products (M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc).	Level D	1.10
Server and Tools Product (applies to Server and Cloud Enrollments only) SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Level D	1.10
All products for Select Plus Agreement No.7756479.		1.10
Microsoft Unified Support Services		2.00
Microsoft Consulting Services		2.00
Microsoft Incident Response		2.00

2. License Support Provider (LSP) Solution Area Specific Capability:

Solution Area Specific Capability	Number	Customer Size	Reference?
Number of successful customer production mail deployments/migrations?	5,000	500-100,000	Yes, Upon Request
Number of successful customer production SharePoint deployments/migrations?	5,000	500-100,000	Yes, Upon Request
Number of successful customer production Teams deployments/migrations?	2,000	500-100,000	Yes, Upon Request
Number of successful customer production Teams Voice deployments/PBX migrations?	100	500-100,000	Yes, Upon Request
Number of people with specialized expertise on technologies listed above	100	N/A	Yes, Upon Request

3. License Support Provider (LSP) service rates:

Data and Artificial Intelligent	Certified Competency (Yes/No)	Hourly Rate (On Premise)
Build Intelligent Apps	Yes	\$300.00
Build Intelligent Agents	Yes	\$300.00
Machine Learning	Yes	\$300.00
Internet of Things	Yes	\$300.00
Globally distributed data	Yes	\$300.00
OSS Databases	Yes	\$300.00
Cloud Scale Analytics	Yes	\$300.00
Data Platform Modernization to Azure	Yes	\$300.00
Windows Server on Azure	Yes	\$300.00
Security & Management	Yes	\$300.00
Datacenter Migration	Yes	\$300.00
Modern Business Intelligence	Yes	\$300.00
Copilot	Yes	\$300.00
Biz Apps		
Customer Service	Yes	\$300.00
Field Service	Yes	\$300.00
Marketing	Yes	\$300.00
Talent	Yes	\$300.00
Finance and Operations	Yes	\$300.00
Business Central	Yes	\$300.00
Power Apps	Yes	\$300.00
Power BI	Yes	\$300.00
Apps and Infrastructure		
Azure Stack	Yes	\$300.00
High Performance Compute	Yes	\$300.00
Cloud Native Apps using Serverless	Yes	\$300.00
Modernize Apps	Yes	\$300.00
SAP on Azure	Yes	\$300.00
Linux on Azure	Yes	\$300.00
Dev Ops	Yes	\$300.00
Business Continuity & Disaster Recovery	Yes	\$300.00
Windows Server on Azure	Yes	\$300.00
Security & Management	Yes	\$300.00
Datacenter Migration	Yes	\$300.00
Modern Workplace		
User Adoption & Change Management	Yes	\$300.00
Security	Yes	\$300.00
GDPR & Compliance	Yes	\$300.00
Teamwork	Yes	\$300.00
Calling & Meetings	Yes	\$300.00
Modern Desktop	Yes	\$300.00
Office 365 Migration Assistance	Yes	\$300.00
Mail	Yes	\$300.00
Teams	Yes	\$300.00
SharePoint	Yes	\$300.00
OneDrive	Yes	\$300.00