



**Proposal To:**

San Bernardino County Representative  
San Bernardino County Libraries

**For:**

Microsoft Agreement  
Proposal: P-577

**04-Jan, 2024**



OC Tech Innovations

*Keeping you ahead of Tomorrow*

15520 Rockfield Blvd.

Suite B110

Irvine, CA 92618

(949) 382-1776

[www.octech.com](http://www.octech.com)

California Contractor Lic. 1026027

## Quality You Can Trust

As a full-service provider of technology-focused marketing, information technology, and surveillance solutions, we are dedicated to offering comprehensive and integrated services to individuals and small to medium-sized businesses. Our approach is all-encompassing, which enables us to provide solutions that span across diverse industries and technologies, and our focus on client-centricity ensures that our solutions are tailored to meet the unique requirements of each of our clients.

Our objective is to create long-term solutions that not only save our clients time and resources, but also keep them ahead of the technological curve. Our commitment to excellence and customer satisfaction is evident in our provision of exceptional service and customized solutions that meet and exceed expectations.

At OC Tech Innovations, we are the experts in delivering unparalleled technology services. Our Low-Voltage Systems Contractor license from the California Contractors State License Board (CSLB# 1007989) and FAA licensed Drone Pilot status demonstrate our expertise and commitment to excellence. As a member of the Consumer Technology Association, we are at the forefront of the technology industry and have a powerful voice that helps shape its future.

Our accreditation from the Managed Services Provider (MSP) Alliance, a leading global industry association for the Cyber Security, Cloud Computing, and Managed Services Provider (MSP) industries, is testament to our commitment to providing the highest level of technology solutions. We are a Certified Small Business Enterprise and alumni of the Goldman Sachs 10,000 Small Businesses program, which showcases our dedication to the growth and success of small businesses.

Furthermore, our status as a Certified Microsoft Small and Midmarket Cloud Solutions Provider and our 100% 5-Star rating on Google Business are a testament to our exceptional level of service and commitment to customer satisfaction.

We take pride in our achievements and strive to constantly improve, so that we can provide our clients with the best possible technology solutions and services.

It is our privilege to present to you a proposal that outlines our solutions and how they can benefit your business. We look forward to the opportunity to demonstrate our capabilities and establish a long-lasting partnership with you.

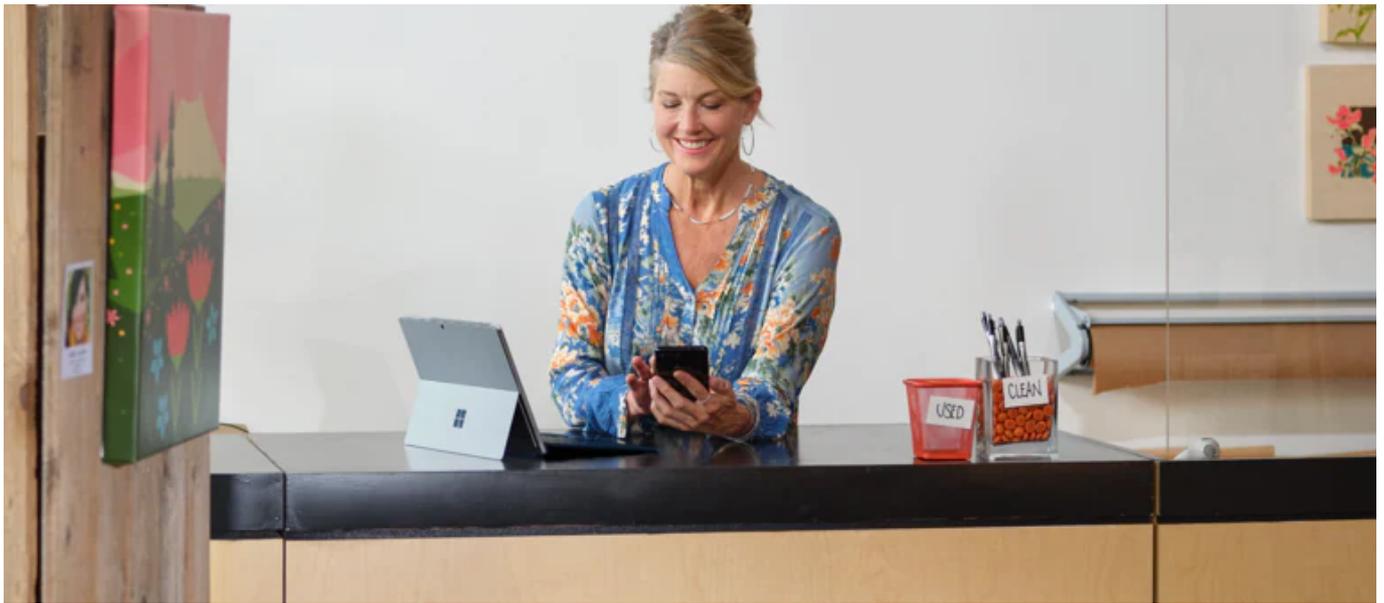
Best,

Behzad Faridnia

President

OC Tech Innovations

## Subscription Terms



This Agreement becomes effective as of the Effective Date, initiating an initial term of one (1) year. Following the initial one-year term, there is an option for renewal, also for one (1) year. Renewal pricing is anticipated to align with the rates established during the initial term, but this is contingent on availability and potential pricing adjustments from Microsoft (Manufacturer). Both the Client and Service Provider retain the right to review and assess this agreement upon term renewal, considering successors in interest.

### **Microsoft SQL Server Standard Core Edition:**

- License & Software Assurance
- 1 Year Term with the option to renew annually
- Expected renewal pricing consistent with the initial term
- Review of the agreement on term renewal

### **Microsoft SQL Server Standard Core Edition:**

- License & Software Assurance
- 2 Cores - Academic
- Open Value Subscription - Level F
- Additional Product, Annual Fee
- Windows - All Languages
- Provides basic data management and business intelligence capabilities for non-critical workloads with minimal IT resources.

### **Microsoft Windows Server Standard Edition:**

- License & Software Assurance
- 1 Year Term with the option to renew annually
- Designed for small organizations and departmental use

- Delivers intelligent file and printer sharing, secure Internet connectivity, centralized desktop application deployment, and Web solutions
- High levels of dependability, scalability, and security

**Microsoft Windows Server Datacenter Edition:**

- License & Software Assurance
- 2 Cores - Academic
- Open Value Subscription - Level F
- Additional Product, Annual Fee
- All Languages
- Optimized for server consolidation, large data warehouses, OLTP, and line-of-business applications with high scalability and availability
- 1 Year Term with the option to renew annually

**Microsoft Desktop Education:**

- License & Software Assurance
- 1 Year Term with the option to renew annually
- Academic, Enterprise
- Open Value Subscription - Level F
- Annual Fee
- Windows - All Languages
- Facilitates easier connection and collaboration for students and educators in a secure and manageable environment

**Recurring Licensing Disclaimer:**

This Purchase Order (PO) covers a 3-year term for the specified licenses, and it is understood that Microsoft pricing is beyond our control and is subject to annual adjustments. Therefore, pricing for the licenses will be reassessed each year upon term renewal.

**Key Points:**

1. **Pre-paid Licenses:** Licenses are pre-paid for the upcoming term as outlined in this PO.
2. **Assessment on Term Renewal:** License counts will be assessed and adjusted as necessary upon term renewal.
3. **Dynamic Pricing:** Please be aware that pricing and availability of Microsoft licenses are subject to change at each sub-annual renewal within the 2-year term.

**Disclaimer:** The parties acknowledge that Microsoft may modify its pricing structure or terms annually, and as such, the pricing for the licenses outlined in this PO is subject to change upon each term renewal. We, [OC Tech Innovations], will make all reasonable efforts to communicate any adjustments in a timely manner.

By proceeding with this PO, both parties agree to the terms and conditions outlined herein, understanding the dynamic nature of Microsoft pricing.

**Microsoft Security Defaults:**

- Security Defaults turned on for all new customer tenants since Feb. 29, 2020.
- Multifactor authentication (MFA) is enabled for those customers.
- Enabling Security Defaults and MFA is highly suggested but not mandatory.

#### **Installation Support:**

- No installation support included in this proposal.
- OC Tech Innovations available to provide installation support on an as-needed basis, billed separately based on the requested scope of work.

#### **Post Installation Support:**

- Support for products provided by Microsoft.
- End user product training available from Microsoft at no cost.
- Specialized consulting support from OC Tech Innovations available on an as-needed basis, billed per project, hour, or block hours purchase depending on the request.
- OC Tech Innovations offers expedited support services for a fee. If you require expedited support, please reach out to us with your support request, and we will provide you with pricing information accordingly.
  - Our support desk can be reached at [support@octech.com](mailto:support@octech.com) or (949) 382-1776
- Please note that this proposal does not include any maintenance, consultation services or post-sale support unless specifically mentioned. If you require post-sales support or additional consulting services, please contact us to discuss your requirements. We will be happy to provide pricing information based on your specific needs.

#### **Microsoft Terms of Service Acceptance:**

By obtaining licenses from OC Tech Innovations, you acknowledge that you have read and accept the Microsoft Terms of Service as specified in the [Microsoft Online Subscription Agreement](#).

#### **Microsoft Qualified Educational User Definition (US Only)**

All Microsoft eligible education customers must be located or reside in the United States. Qualified Educational Users are those entities that both have an educational purpose or mission and meet the criteria specified below. If a controversy exists as to an organization's eligibility, Microsoft retains the right to determine in its sole discretion the eligibility of the organization for the specific transaction in question. The following are eligible to acquire Microsoft academic edition products in the programs indicated and are defined as qualified educational users:

##### *Educational Institutions*

Defined as an accredited institution organized and operated exclusively for the purpose of teaching its enrolled students ("Educational Institutions"). An accredited institution must be:

- A public or private K-12, vocational school, correspondence school, junior college, college, university, or scientific or technical school that is either institutionally accredited by an accrediting agency nationally recognized by the U.S. Secretary of Education or, in the case of public K-12 institutions only, recognized or approved by the Department of Education of the State in which it is located. **OR**
- A preschool meeting all the following criteria: (i) is an early childhood program incorporated for the purpose of providing educational services to children between two and five years of

age, and which serves minimum of ten such children; and (ii) has been in operation for at least one year.

*Administrative Offices or Boards of Education:*

Defined as (a) district, regional and state administrative offices of public Educational Institutions. (b) administrative entities, controlled by, and organized and operated exclusively for the administration of, private Educational Institutions, or (c) other state or local government entities, nearly all of whose activities consist of administrative support of a nature that advances academic learning, for public Educational Institutions.

For information on how to verify your school's academic eligibility and check the eligibility status of your school, please visit: [Verify academic eligibility for Microsoft 365 Education subscriptions](#)

# Pricing

## Microsoft Subscriptions - Faculty

Description	Price	Quantity	Amount
<b>Microsoft 9EM-00562?SCFA</b> MICROSOFT WINDOWS SERVER STANDARD EDITION - LIC. 3 year order summary. Annual pricing breakdown: 24@\$8/lic/year	\$192.00 Each	2	\$384.00
<b>Microsoft 7NQ-00302?SCFA</b> MICROSOFT SQL SERVER STANDARD CORE EDITION - LI. 3 year order summary. Annual pricing breakdown: 2@\$388/lic/year	\$776.00 Each	2	\$1,552.00
<b>Microsoft 9EA-00039?SCFA</b> MICROSOFT WINDOWS SERVER DATACENTER EDITION - L.3 year order summary. Annual pricing breakdown: 26@\$46/lic/year	\$1,196.00 Each	2	\$2,392.00

## Microsoft Subscriptions - Student

Description	Price	Quantity	Amount
<b>Microsoft C28-00002?SCST</b> MICROSOFT DESKTOP SCHOOL - LICENSE & SOFTWARE A. 3 year order summary. Annual pricing breakdown: 1250@\$35/lic/year	\$43,750.00 Each	2	\$87,500.00

Upfront	\$91,828.00
Tax	\$0.00
<b>Total</b>	<b>\$91,828.00</b>

# Acceptance

## Terms and Conditions for Microsoft 365 Cloud License Subscription Purchased from OC Tech Innovations

These Terms and Conditions ("Agreement") govern the purchase and use of Microsoft 365 Cloud License Subscription ("Service") acquired from OC Tech Innovations ("Reseller"). By purchasing and using the Service, Client ("Customer") agree to be bound by these terms and conditions. Please read this Agreement carefully before proceeding.

- **License Subscription:**

- Customer acknowledges that the Service is a subscription-based license for the use of Microsoft 365 Cloud software products, subject to the terms and conditions outlined by Microsoft.
- The license subscription is non-transferable and can only be used by the Customer's authorized employees or users within the Customer's organization.

- **Payment and Billing:**

- Customer agrees to pay the agreed-upon fees for the license subscription as determined by OC Tech Innovations.
- Billing will occur according to the agreed-upon frequency (e.g., monthly, annually) and payment shall be made in the designated currency.
- Projects: A non-refundable deposit of 50% of the total project cost is due upon signing this agreement. The remaining total project cost is due upon project completion.
- Subscriptions/Licenses: Please note that the payment for subscription licenses is separate from the project cost and is required upfront to ensure the coverage of the initial term.
- Method of Payment: Customer shall make all payments to Reseller via ACH or Credit Card
- Expenses: All expenses related to the Reseller have been thoroughly accounted for and are included in the pricing provided.
- Taxes: Customer shall be responsible for any applicable taxes, duties, or similar charges imposed by governing authorities in relation to the services provided under this agreement.
- Late Payment: Failure to make timely payments may result in suspension or termination of the Service.

- **Usage and Restrictions:**

- Customer shall use the Service strictly in accordance with the terms and conditions set by Microsoft, including any applicable usage limits and restrictions. b. Customer shall not modify, reverse engineer, or attempt to gain unauthorized access to the Service. c. Customer shall comply with all applicable laws and regulations governing the use of the Service.

- **Support and Maintenance:**

- Customer acknowledges OC Tech Innovations is acting as customer's Microsoft reseller and is not responsible for ongoing support or maintenance of the customer tenant.
- Support for the products and services to be provided by Microsoft.
- OC Tech Innovations offers expedited support services for a fee. If you require expedited support, please reach out to us with your support request, and we will provide you with pricing information accordingly. Our support desk can be reached at support@octech.com or (949) 382-1776

- OC Tech Innovations is available to assist with support requests on behalf of (OBO Client) to Microsoft via Delegated Administration.

- **Liability and Indemnification:**

- Reseller shall be held harmless and shall not be liable for that which is outside the scope of the covered services outlined in this proposal, including but not limited to any damages, direct or indirect, foreseeable or unforeseeable, caused by a malfunction of any and all products used by Reseller in order to carry out the covered services, or any malfunction, damage, or other issue stemming from Customer's employees misusing resources provided by Reseller in such a way that may directly or indirectly contribute to a system malfunction.

IN NO EVENT SHALL RESELLER, BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY GENERAL, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, BREACH OF SECURITY, OR LOST OR DAMAGED DATA) ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT, THE LICENSED SOFTWARE, OR ANY SERVICES RENDERED BY RESELLER, EVEN IF RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDING RESELLER'S INDEMNIFICATION OBLIGATIONS, TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF RESELLER TO CUSTOMER FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER HEREUNDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

- **Confidentiality:**

- OC Tech Innovations, ("Reseller") acknowledges that in order to perform its duties under this Agreement, it will need access to various confidential information, including but not limited to network passwords, internal processes, trade secrets, vendor information, employee information, and any other information necessary to conduct the services under this Agreement effectively ("Confidential Information"). Reseller shall use commercially reasonable methods to safeguard the Customer's Confidential Information and will not share or release such information to third parties apart from what is necessary to provide services effectively, such as disclosing information to employees or other necessary third parties. While Reseller will take all reasonable measures to protect the information collected by the Customer and prevent any misuse, unauthorized access, or disclosure, Reseller, will not be responsible if an unauthorized third party obtains access to Resellers' information without consent. The Customer agrees that Reseller, is not responsible for any such actions and acknowledges that it will hold Reseller, harmless should the Customer's information become intercepted in this way without knowledge, permission, or consent. This includes a release of any and all claims related to the use of Confidential Information by an unauthorized party. By entering into this Agreement, the Customer acknowledges and agrees to the handling and protection of Confidential Information by Reseller, in accordance with the terms outlined above.

- **Termination:**

- Either party may terminate this Agreement with a written notice, subject to any contractual obligations or remaining subscription period.
- Upon termination, Customer's access to the Service will be revoked, and any outstanding fees shall be paid in full.

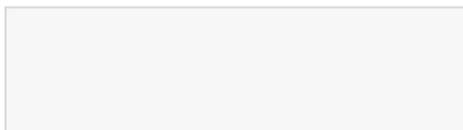
- **Force Majeure:** Reseller shall not be liable for any failure or delay in furnishing goods, materials, analysis, data, programs and services hereunder resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies, or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, or any other causes beyond Reseller's reasonable control.
- **Governing Law and Jurisdiction:**
  - This Agreement shall be interpreted in accordance with and governed by the laws of the State of California.
- **Entire Agreement:**
  - This Agreement shall constitute the entire agreement between the Parties with respect to its subject matter, and there are no other representations, understandings or agreements between the Parties relative to such subject matter.

By purchasing and using the Microsoft 365 Cloud License Subscription from OC Tech Innovations, Customer acknowledges and agrees to abide by the terms and conditions outlined in this Agreement.

Please indicate your acceptance of the terms of this Agreement by signing below. A fully executed copy of this Agreement will be provided to both parties.

San Bernardino County Representative  
Authorized Client Representative

This proposal is valid only if accepted in writing by San Bernardino County Libraries by 30-Apr, 2024.



( San Bernardino County )

## **EXHIBIT A**

### **ADDITIONAL CUSTOMER/COUNTY TERMS**

#### **1. Insurance.**

CONTRACTOR, (CONTRACTOR) agrees to provide insurance set forth below in accordance with the requirements herein. If CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services. Without in anyway affecting the indemnity herein provided and in addition thereto, CONTRACTOR shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

*Workers' Compensation/Employers Liability:* A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of CONTRACTOR and all risks to such persons under this contract.

*Commercial/General Liability Insurance:* CONTRACTOR shall carry General Liability Insurance covering all operations performed by or on behalf of CONTRACTOR providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury
- (f) Contractual liability.
- (g) \$2,000,000 general aggregate limit.

*Automobile Liability Insurance:* Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If CONTRACTOR is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

*Umbrella Liability Insurance:* An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Waiver of Subrogation Rights – CONTRACTOR shall require its carriers to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit CONTRACTOR and CONTRACTOR's employees or agents from waiving the right of subrogation prior to a loss or claim. CONTRACTOR hereby waives all rights of subrogation against the COUNTY.

Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.

Severability of Interests – CONTRACTOR agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between CONTRACTOR and the COUNTY or between the COUNTY and any other insured or additional insured under the policy.

Proof of Coverage – CONTRACTOR shall furnish Certificates of Insurance to the COUNTY Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and CONTRACTOR shall maintain such insurance from the time CONTRACTOR commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, CONTRACTOR shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the COUNTY has the right but not the obligation or duty to cancel the contract, without incurring any cancellation or termination charges, or obtain insurance if it deems necessary and any premiums paid by the COUNTY will be promptly reimbursed by CONTRACTOR or COUNTY payments to CONTRACTOR will be reduced to pay for COUNTY purchased insurance.

Insurance Review – Insurance requirements are subject to periodic review by the COUNTY. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the COUNTY's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of the COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the COUNTY.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Prosource Insurance Services 4625 Acacia Ave.  La Mesa CA 91941		<b>CONTACT NAME:</b> Brandon Scavia <b>PHONE (A/C. No. Ext):</b> (619) 469-9600 <b>E-MAIL ADDRESS:</b> service@prosourceia.com		<b>FAX (A/C. No):</b>
<b>INSURED</b>  OC Tech Innovations Corp. 15520 Rockfield Blvd., Ste. B110  Irvine, CA 92618		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> U.S. Specialty Insurance <b>INSURER B:</b> California Automobile Insurance Company <b>INSURER C:</b> American Family Home Insurance <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>		<b>NAIC #</b> 29599 38342 23450

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		U23AC105587-05	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA040000068355	6/28/2023	6/28/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> DED RETENTION \$			U23AC105587-05	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	4EA5WC000130701	11/13/2023	11/13/2024	<input checked="" type="checkbox"/> PER STATUTE OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>PROPERTY COVERAGE</b>			U23AC105587-05	06/01/2023	06/01/2024	MISC TOOLS \$ 5,000 INSTALL FLOATER \$ 5,000 BPP \$ 1,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cancellation 10 days non-payment, 30 days all other.

San Bernardino County Library is named as Additional Insured as per the attached endorsement.

**CERTIFICATE HOLDER****CANCELLATION**

San Bernardino County Library  268 W. Hospitality Lane, 3rd Floor San Bernardino CA 92415	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>Any person or organization for whom you are performing operations during the policy period when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
<p>Any person or organization, when you and such parties have agreed in writing in a contract or agreement pertaining to "your work" performed during the policy period. This additional insured coverage does not apply to "excluded residential construction". "Excluded residential construction" means:</p> <ul style="list-style-type: none"> <li>a) the ground-up construction of any building whose units will be individually owned and titled; and,</li> <li>b) "your work" performed on the conversion of any building into a condominium or townhome.</li> </ul>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY AND BLANKET WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **A. PRIMARY AND NON-CONTRIBUTORY TO OTHER INSURANCE**

With respect to any person or organization that is an additional insured under this Coverage Part, the following is added to paragraph 4. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If you have agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary and we will not seek contribution from that other insurance. For the purpose of this endorsement, the additional insured's own insurance means insurance on which the additional insured is a Named Insured.

When this endorsement is attached to the policy it supersedes all other insurance conditions within.

### **B. WAIVER OF SUBROGATION – BLANKET**

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, The **Transfer Of Rights Of Recovery Against Others To Us Condition** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

- a. Your ongoing operations; or
- b. "Your work" included in the "products-completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

- a. Is in effect or becomes effective during the term of this policy; and
- b. Was executed prior to loss.



# Microsoft Online Subscription Agreement

Last updated: March 2019

## Microsoft Online Subscription Agreement

This Microsoft Online Subscription Agreement is between the entity you represent, or, if you do not designate an entity in connection with a Subscription purchase or renewal, you individually ("you" or "your"), and Microsoft Corporation ("Microsoft", "we", "us", or "our"). It consists of the terms and conditions below, as well as the Online Services Terms, the SLAs, and the Offer Details for your Subscription or renewal (together, the "agreement"). It is effective on the date we provide you with confirmation of your Subscription or the date on which your Subscription is renewed, as applicable. Key terms are defined in Section 8.

### 1. Use of Online Services

**a. Right to use.** We grant you the right to access and use the Online Services and to install and use the Software included with your Subscription, as further described in this agreement. We reserve all other rights.

**b. Acceptable use.** You may use the Product only in accordance with this agreement. You may not reverse engineer, decompile, disassemble, or work around technical limitations in the Product, except to the extent applicable law permits it despite these limitations. You may not disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters your use of the Online Services. You may not rent, lease, lend, resell, transfer, or host the Product, or any portion thereof, to or for third parties except as expressly permitted in this agreement or the Online Services Terms.

**c. End Users.** You control access by End Users, and you are responsible for their use of the Product in accordance with this agreement. For example, you will ensure End Users comply with the Acceptable Use Policy.

**d. Customer Data.** You are solely responsible for the content of all Customer Data. You will secure and maintain all rights in Customer Data necessary for us to provide the Online Services to you without violating the rights of any third party or otherwise obligating Microsoft to you or to any third party. Microsoft does not and will not assume any obligations with respect to Customer Data or to your use of the Product other than as expressly set forth in this agreement or as required by applicable law.

**e. Responsibility for your accounts.** You are responsible for maintaining the confidentiality of any non-public authentication credentials associated with your use of the Online Services. You must promptly notify our customer support team about any possible misuse of your accounts or authentication credentials or any security incident related to the Online Services.

**f. Preview releases.** We may make Previews available. **Previews are provided "as-is", "with all faults", and "as-available", and are excluded from the SLAs and all limited warranties provided in this agreement.** Previews may not be covered by customer support. We may change or discontinue Previews at any time without notice. We also may choose not to release a Preview into general availability.

**g. Managed Services for Microsoft Azure.** You may use Microsoft Azure Services to provide a Managed Service Solution provided (1) you have the sole ability to access, configure, and administer the Microsoft Azure Services, (2) you have administrative access to the virtual OSE(s), if any, in the Managed Service Solution, and (3) the third party has administrative access only to its application(s) or virtual OSE(s). You are responsible for the third party's use of Microsoft Azure Services in accordance with the terms of this agreement. Your provision of Managed Services remains subject to the following limitations (and any other limitations in the Online Services Terms):

(i) You may not resell or redistribute the Microsoft Azure Services.

(ii) You may not allow multiple users to directly or indirectly access any Microsoft Azure Services feature that is made available on a per-user basis.

**h. Administrator Assumption of Control.** If you use an email address provided by an organization you are affiliated with (e.g. an employer or school) to order an Online Service individually, you represent that you have authority to use that organization's domain to sign up for a Subscription in your capacity as a member of that organization. The organization, as the owner of the domain associated with your email address, may assume control over and manage your use of the Online Services. In such a case, your organization's designated administrator (your "admin") may (i) control and administer your account, including modifying and terminating your access and (ii) access and process your data, including the contents of your communications and files. Microsoft may inform you that your organization has assumed control of the Online Services covered by your Subscription, but Microsoft is under no obligation to provide such notice. If your organization is administering your use of the Online Services or managing the tenant associated with your Subscription, direct your data subject requests and privacy inquiries to your administrator. If your organization is not administering your use of the Online Service or managing such tenant, direct your data subject requests and privacy inquiries to Microsoft.

**i. Shared Directory Data.** When you order an Online Service using an email address with a domain provided by an organization you are affiliated with (e.g. an employer or school), the Online Service adds you to a directory of users that share the same email domain. Your directory data (name, date of signup, and email address) may be visible to other users of Online Services within your organization's email domain.

**j. Additional Software for use with the Online Services.** To enable optimal access to and use of certain Online Services, you may install and use certain Software in connection with your use of the Online Service as described in the Online Services Terms. We license Software to you; we do not sell it. Proof of your Software license is (1) this agreement, (2) any order confirmation, and (3) proof of payment. Your rights to access Software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

## 2. Purchasing services

**a. Available Subscription offers.** The Portal provides Offer Details for available Subscription offers, which generally can be categorized as one or a combination of the following:

**(i) Commitment Offering.** You commit in advance to purchase a specific quantity of Online Services for use during a Term and to pay upfront or on a periodic basis in advance of use. With respect to Microsoft Azure Services, additional or other usage (for example, usage beyond your commitment quantity) may be treated as a Consumption Offering. Committed quantities not used during the Term will expire at the end of the Term.

**(ii) Consumption Offering (also called Pay-As-You-Go).** You pay based on actual usage in the preceding month with no upfront commitment. Payment is on a periodic basis in arrears.

**(iii) Limited Offering.** You receive a limited quantity of Online Services for a limited term without charge (for example, as a trial Subscription or free account) or as part of another Microsoft offering (for example, MSDN). Provisions in this agreement with respect to pricing, cancellation fees, payment, and data retention may not apply.

### b. Ordering.

**(i)** By ordering or renewing a Subscription, you agree to the Offer Details for that Subscription. Unless otherwise specified in those Offer Details, Online Services are offered on an "as available" basis. You may place orders for your Affiliates under this agreement and grant your Affiliates administrative rights to manage the Subscription, but Affiliates may not place orders under this agreement. You also may assign the rights granted under Section 1.a. to a third party for use by that third party in your internal business. If you grant any rights to Affiliates or third parties with respect to Software or your Subscription, such Affiliates or third parties will be bound by this agreement and you agree to be jointly and severally liable for any actions of such Affiliates or third parties related to their use of the Products.

**(ii)** Some offers may permit you to modify the quantity of Online Services ordered during the Term of a Subscription. Additional quantities of Online Services added to a Subscription will expire at the end of that Subscription. If you decrease the quantity during a Term, we may charge you a cancellation fee for the decrease in quantity as described below in Section 3.b..

**c. Pricing and payment.** Payments are due and must be made according to the Offer Details for your Subscription.

**(i)** For Commitment Offerings, the price level may be based on the quantity of Online Services you ordered. Some offers may permit you to modify the quantity of Online Services ordered during the Term and your price level may be adjusted accordingly, but price level changes will not be retroactive. During the Term of your Subscription, prices for Online Services will not be increased, as to your Subscription, from those posted in the Portal at the time your Subscription became effective or was renewed, except where prices are identified as temporary in the Offer Details, or for Previews or Non-Microsoft Products. All prices are subject to change at the beginning of any Subscription renewal.

**(ii)** For Consumption Offerings, pricing is subject to change at any time upon notice.

### d. Renewal.

**(i)** Upon renewal of your Subscription, this agreement will terminate, and your Subscription will thereafter be governed, by the terms and conditions set forth in the Portal on the date on which your Subscription is renewed (the "Renewal Terms"). If you do not agree to any Renewal Terms, you may decline to renew your Subscription.

**(ii)** For Commitment Offerings, you may choose to have a Subscription automatically renew or terminate upon expiration of the Term. Automatic renewal is pre-selected. You can change your selection at any time during the Term. If the existing Term is longer than one calendar month, we will provide you with notice of the automatic renewal before the expiration of the Term.

**(iii)** For Consumption Offerings, your Subscription will renew automatically for additional one-month terms until you terminate the Subscription.

**(iv)** For Limited Offerings, renewal may not be permitted.

**e. Eligibility for Academic, Government and Nonprofit versions.** You agree that if you are purchasing an academic, government or nonprofit offer, you meet the respective eligibility requirements listed at the following sites:

**(i)** For academic offers, the requirements for educational institutions (including administrative offices or boards of education, public libraries, or public museums) listed in the [Microsoft Licensing Resources and Documents](#).

**(ii)** For government offers, the requirements listed in the [Microsoft Licensing Resources and Documents](#).

**(iii)** For nonprofit offers, the requirements listed in the [Microsoft Licensing Resources and Documents](#).

Microsoft reserves the right to verify eligibility at any time and suspend the Online Service if the eligibility requirements are not met.

**f. Taxes.** Prices are exclusive of any taxes unless otherwise specified on the invoice as tax inclusive. You must pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this agreement and which we are permitted to collect from you under applicable law. You will be responsible for any applicable stamp taxes and for all other taxes that you are legally obligated to pay including any taxes that arise on the distribution or provision of Products to your Affiliates. We will be responsible for all taxes based on our net income, gross receipts taxes imposed in lieu of taxes on income or profits, or taxes on our property ownership.

If any taxes are required to be withheld on payments you make to us, you may deduct such taxes from the amount owed to us and pay them to the appropriate taxing authority; provided, however, that you promptly secure and deliver an official receipt for those withholdings and other documents we reasonably request to claim a foreign tax credit or refund. You must ensure that any taxes withheld are minimized to the extent possible under applicable law.

### 3. Term, termination, and suspension

**a. Agreement term and termination.** This agreement will remain in effect until the expiration, termination, or renewal of your Subscription, whichever is earliest.

**b. Subscription termination.** You may terminate a Subscription at any time during its Term; however, you must pay all amounts due and owing before the termination is effective.

**(i) One-Month Subscription.** A Subscription having a one-month Term may be terminated anytime without any cancellation fee.

**(ii) Subscriptions of more than one-month.** If you terminate a Subscription to Microsoft Azure Services within 30 days of the date on which the Subscription became effective or was renewed, no refunds will be provided, and you must pay for the initial 30 days of the Subscription, but no payments will be due for the remaining portion of the terminated Subscription. If you terminate a Subscription to Microsoft Azure Services at any other time during the term, you must pay for the remainder of the Term, and no refunds will be provided.

**(iii) Limited Offerings.** Microsoft may terminate your Subscription to a Limited Offering at any time during the Term immediately without notice.

**(iv) Other Subscriptions.** For all other Subscriptions, if you terminate a Subscription before the end of the Term, you must pay a fee equal to one-month's Subscription fee and you will receive a refund of any portion of the Subscription fee you have paid for the remainder of the Term; provided, however, no refunds will be provided for partially unused months.

**c. Suspension.** We may suspend your use of the Online Services if: (1) it is reasonably needed to prevent unauthorized access to Customer Data; (2) you fail to respond to a claim of alleged infringement under Section 5 within a reasonable time; (3) you do not pay amounts due under this agreement; (4) you do not abide by the Acceptable Use Policy or you violate other terms of this agreement; or (5) for Limited Offerings, the Subscription becomes inactive from your failure to access the Online Services as described in the Offer Details. If one or more of these conditions occurs, then:

**(i)** For Limited Offerings, we may suspend your use of the Online Services, your Subscription and your account immediately without notice.

**(ii)** For all other Subscriptions, a suspension will apply to the minimum necessary part of the Online Services and will be in effect only while the condition or need exists. We will give notice before we suspend, except where we reasonably believe we need to suspend immediately. We will give at least 30 days' notice before suspending for non-payment. If you do not fully address the reasons for the suspension within 60 days after we suspend, we may terminate your Subscription and delete your Customer Data without any retention period. We may also terminate your Subscription if your use of the Online Services is suspended more than twice in any 12-month period.

### 4. Warranties

#### a. Limited warranty.

**(i) Online Services.** We warrant that the Online Services will meet the terms of the SLA during the Term. Your only remedies for breach of this warranty are those in the SLA.

**(ii) Software.** We warrant for one year from the date you first use the Software that it will perform substantially as described in the applicable user documentation. If Software fails to meet this warranty we will, at our option and as your exclusive remedy, either (1) return the price paid for the Software or (2) repair or replace the Software.

**b. Limited warranty exclusions.** This limited warranty is subject to the following limitations:

**(i)** any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law will last one year from the start of the limited warranty;

**(ii)** this limited warranty does not cover problems caused by accident, abuse or use of the Products in a manner inconsistent with this agreement or our published documentation or guidance, or resulting from events beyond our reasonable control;

**(iii)** this limited warranty does not apply to problems caused by a failure to meet minimum system requirements; and

**(iv)** this limited warranty does not apply to Previews or Limited Offerings.

**c. DISCLAIMER.** Other than this warranty, we provide no warranties, whether express, implied, statutory, or otherwise, including warranties of merchantability or fitness for a particular purpose. These disclaimers will apply except to the extent applicable law does not permit them.

## 5. Defense of claims

### a. Defense.

(i) We will defend you against any claims made by an unaffiliated third party that a Product infringes that third party's patent, copyright or trademark or makes unlawful use of its trade secret.

(ii) You will defend us against any claims made by an unaffiliated third party that (1) any Customer Data, Customer Solution, or Non-Microsoft Products, or services you provide, directly or indirectly, in using a Product infringes the third party's patent, copyright, or trademark or makes unlawful use of its trade secret; or (2) arises from violation of the Acceptable Use Policy.

**b. Limitations.** Our obligations in Section 5.a. will not apply to a claim or award based on: (i) any Customer Solution, Customer Data, Non-Microsoft Products, modifications you make to the Product, or services or materials you provide or make available as part of using the Product; (ii) your combination of the Product with, or damages based upon the value of, Customer Data or a Non-Microsoft Product, data, or business process; (iii) your use of a Microsoft trademark without our express written consent, or your use of the Product after we notify you to stop due to a third-party claim; (iv) your redistribution of the Product to, or use for the benefit of, any unaffiliated third party; or (v) Products provided free of charge.

**c. Remedies.** If we reasonably believe that a claim under Section 5.a.(i). may bar your use of the Product, we will seek to: (i) obtain the right for you to keep using it; or (ii) modify or replace it with a functional equivalent and notify you to stop use of the prior version of the Product. If these options are not commercially reasonable, we may terminate your rights to use the Product and then refund any advance payments for unused Subscription rights.

**d. Obligations.** Each party must notify the other promptly of a claim under this Section. The party seeking protection must (i) give the other sole control over the defense and settlement of the claim; and (ii) give reasonable help in defending the claim. The party providing the protection will (1) reimburse the other for reasonable out-of-pocket expenses that it incurs in giving that help and (2) pay the amount of any resulting adverse final judgment or settlement. The parties' respective rights to defense and payment of judgments (or settlement the other consents to) under this Section 5 are in lieu of any common law or statutory indemnification rights or analogous rights, and each party waives such common law or statutory rights.

## 6. Limitation of liability

**a. Limitation.** The aggregate liability of each party for all claims under this agreement is limited to direct damages up to the amount paid under this agreement for the Online Service during the 12 months before the cause of action arose; provided, that in no event will a party's aggregate liability for any Online Service exceed the amount paid for that Online Service during the Subscription. For Products provided free of charge, Microsoft's liability is limited to direct damages up to \$5,000.00 USD.

**b. EXCLUSION.** Neither party will be liable for loss of revenue or indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for lost profits, revenues, business interruption, or loss of business information, even if the party knew they were possible or reasonably foreseeable.

**c. Exceptions to limitations.** The limits of liability in this Section apply to the fullest extent permitted by applicable law, but do not apply to: (1) the parties' obligations under Section 5; or (2) violation of the other's intellectual property rights.

## 7. Miscellaneous

**a. Notices.** Notices must be in writing and will be treated as delivered on the date received at the address, date shown on the return receipt, email transmission date, or date on the courier or fax confirmation of delivery. Notices to Microsoft must be sent to the following address:

Microsoft Corporation

Dept. 551, Volume Licensing

6880 Sierra Center Parkway

Reno, Nevada 89511

USA

Notices to you will be sent to the address that you identify on your account as your contact for notices. Microsoft may send notices and other information to you by email or other electronic form.

**b. License Transfers and Assignment.** You may not assign this agreement either in whole or in part or transfer licenses without Microsoft's consent.

**c. Consent to partner fees.** When you place an order, you may be given the opportunity to identify a "Partner of Record" associated with your Subscriptions. By identifying a Partner of Record, directly or by authorizing a third party to do so, you consent to our paying fees to the Partner of Record. The fees are for pre-sales support and may also include post-sales support. The fees are based on, and increase with, the size of your order. Our prices for Online Services are the same whether or not you identify a Partner of Record.

**d. Severability.** If any part of this agreement is held unenforceable, the rest remains in full force and effect.

**e. Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver.

**f. No agency.** This agreement does not create an agency, partnership, or joint venture.

**g. No third-party beneficiaries.** There are no third-party beneficiaries to this agreement.

**h. Applicable law and venue.** This agreement is governed by Washington law, without regard to its conflict of laws principles, except that (i) if you are a U.S. Government entity, this agreement is governed by the laws of the United States, and (ii) if you are a state or local government entity in the United States, this agreement is governed by the laws of that state. Any action to enforce this agreement must be brought in the State of Washington. This choice of jurisdiction does not prevent either party from seeking injunctive relief in any appropriate jurisdiction with respect to a violation of intellectual property rights.

**i. Entire agreement.** This agreement is the entire agreement concerning its subject matter and supersedes any prior or concurrent communications. In the case of a conflict between any documents in this agreement that is not expressly resolved in those documents, their terms will control in the following order of descending priority: (1) this Microsoft Online Subscription Agreement, (2) the Online Services Terms, (3) the applicable Offer Details, and (4) any other documents in this agreement.

**j. Survival.** The terms in Sections 1, 2.c., 2.e., 4, 5, 6, 7, and 8 will survive termination or expiration of this agreement.

**k. U.S. export jurisdiction.** The Products are subject to U.S. export jurisdiction. You must comply with all applicable laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use and destination restrictions issued by U.S. and other governments.

**l. Force majeure.** Neither party will be liable for any failure in performance due to causes beyond that party's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Online Services)). This Section will not, however, apply to your payment obligations under this agreement.

**m. Contracting authority.** If you are an individual accepting these terms on behalf of an entity, you represent that you have the legal authority to enter into this agreement on that entity's behalf. If you specify an entity, or you use an email address provided by an entity you are affiliated with (such as an employer) in connection with a Subscription purchase or renewal, that entity will be treated as the owner of the Subscription for purposes of this agreement.

**n. Government customers.** Government customers should consult with Microsoft prior to acceptance. By accepting this agreement, you represent that you have complied and will continue to comply with all applicable laws and governmental procurement requirements.

## 8. Definitions

Any reference in this agreement to "day" will be a calendar day.

"Acceptable Use Policy" is set forth in the Online Services Terms.

"Affiliate" means any legal entity that a party owns, that owns a party, or that is under common ownership with a party. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

"Consumption Offering", "Commitment Offering", or "Limited Offering" describe categories of Subscription offers and are defined in Section 2.

"Customer Data" is defined in the Online Services Terms.

"Customer Solution" is defined in the Online Services Terms.

"End User" means any person you permit to access Customer Data hosted in the Online Services or otherwise use the Online Services, or any user of a Customer Solution.

"Managed Service Solution" means a managed IT service you provide to a third party that consists of the administration of and support for Microsoft Azure Services.

"Microsoft Azure Services" is defined in the Online Services Terms.

"Non-Microsoft Product" is defined in the Online Services Terms.

"Offer Details" means the pricing and related terms applicable to a Subscription offer, as published in the Portal.

"Online Services" means any of the Microsoft-hosted services to which you subscribe under this agreement.

"Online Services Terms" means the terms that apply to your use of the Products available in the [Microsoft Licensing use term documents](#). The Online Services Terms include terms governing your use of Products that are in addition to the terms in this agreement.

"Previews" means preview, beta, or other pre-release version or feature of the Online Services or Software offered by Microsoft to obtain customer feedback.

"Portal" means the Online Services' respective web sites that can be found in the [Azure Portal](#) or at an alternate website we identify.

"Product" means any Online Service (including any Software).

"SLA" means the commitments we make regarding delivery and/or performance of an Online Service, as published in the [Microsoft Service Level Agreements \(SLA\)](#) or at an alternate site that we identify.

"Software" means Microsoft software we provide for installation on your device as part of your Subscription or to use with the Online Service to enable certain functionality.

"Subscription" means an enrollment for Online Services for a defined Term as specified on the Portal. You may purchase multiple Subscriptions, which may be administered separately, and which will be governed by the terms of a separate Microsoft Online Subscription Agreement.

"Term" means the duration of a Subscription (e.g., 30 days or 12 months).



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Explore Azure

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Products and pricing

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Solutions and support

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**Cloud computing**

**Cloud computing**

What is cloud computing?

What is cloud migration?

What is a hybrid cloud?

What is AI?

What is IaaS?

What is SaaS?

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What is DevOps?

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