



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/23/2026

File ID: TMP-6778

Department: ITS

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a 3 year renewal Agreement between the City of Huntsville and Microsoft through Software House International (SHI), identified as Licensing Program Signature Form and End Customer Agreement for Microsoft Support Services.

Resolution No.

Finance Information:

Account Number: 1000-17-17100-515250-00000000

City Cost Amount: MS EA Year 1 (5/1/26 - 4/30/27): \$1,098,566.24 Year 2 (5/1/27 - 4/30/28): \$1,153,292.00 Year 3 (5/1/28 - 4/30/29): \$1,257,329.34 Total: \$3,509,187.58 Unified Enterprise Year 1: \$337,546.07 (5/1/26-4/30/27) Year 2: \$367,266.30 (5/1/27-4/30/28) Year 3: \$385,525.98 (5/1/28-4/30/29) Total: \$1,090,338.35

Total Cost: \$4,599,525.93

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

District: District 1 District 2 District 3 District 4 District 5

Additional Comments:

This Microsoft Volume Licensing Program Signature Form is attached to the Enterprise Enrollment Agreement for the use of Microsoft products.

RESOLUTION NO. 26-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter into an Agreement between the City of Huntsville and Microsoft through Software House International (SHI), which said document is substantially in words and figures similar to the certain document attached hereto and identified as "Agreement between the City of Huntsville and Microsoft through Software House International (SHI), identified as Licensing Program Signature Form," consisting of twenty-six (26) pages and the date of April 23, 2026 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 23rd day of April, 2026.

President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 23rd day of April, 2026.

Mayor of the City of Huntsville, Alabama



Program Signature Form

MBA/MBSA number		AMD000493611
Agreement number	9163245	

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10637
Product Selection Form	3163416.005_PSF
Discount Transparency Disclosure Form	3163416.005_DTDF
Enterprise Amendment	M97, M667, M930 - (74694372)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Huntsville
Signature*
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature <i>Charles Watson</i> Printed First and Last Name Charles Watson Printed Title Microsoft Authorized Signatory Signature Date 04-09-2026 <small>(date Microsoft Affiliate countersigns)</small>
Agreement Effective Date <small>(may be different than Microsoft's signature date)</small>

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA



Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>	74694372	Framework ID <i>(if applicable)</i>	
Previous Enrollment number <i>(Reseller to complete)</i>	50130212		

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Microsoft Products and Services Data Protection Addendum, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced as long as (a) the initial order minimum requirements are maintained and (b) the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available. Subscription Licenses ordered upfront may not be reduced.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The last true-up order or update statement during an Enrollment term is due within 30 days prior to the Expiration Date, and any license reservations within this 30-day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.
- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. **Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. **Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate may request to renew Products and Services under this Enrollment for one additional 36-month term. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements or Enrollments in order to renew. In order for a renewal request to be considered, Microsoft must receive a Renewal Form, Product Selection Form, and renewal request prior to or at the Expiration Date. Microsoft will review a renewal request made under this section in good faith and may accept or reject such request in its sole discretion.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Make an election for including Affiliates in the Enterprise (Required).

Check **only one box** in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only.

All Affiliates. All Affiliates of Enrolled Affiliate are hereby included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

Enrolled Affiliate including. Only the Enrolled Affiliate and the Affiliates listed below will be included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

The following Affiliates are included in the Enterprise:

Notwithstanding anything to the contrary in the Agreement, the parties acknowledge and agree to the following:

Products ordered under this Enrollment may be subject to U.S. and other countries' export jurisdictions. Each party will comply with all laws and regulations applicable to the import or export of the Products, including, without limitation, trade laws of the U.S., EU, and UK, such as the U.S. Export Administration Regulations, sanctions regulations administered by the U.S. Office of Foreign Assets Control, the EU Dual Use Regulation 2021/821, and/or other end-user, end use, and destination restrictions ("Trade Laws"). Customer will not, and will ensure its Affiliates will not, take any action that causes Microsoft to violate applicable Trade Laws. Microsoft may suspend or terminate this Enrollment immediately without notice to the extent that Microsoft reasonably believes that performance would cause it to violate Trade Laws or put it at risk of becoming subject to sanctions and penalties under such laws. Customer remains responsible for its and for its Affiliates' compliance with this section and, to the extent applicable, a Regional Trade Compliance Supplemental Terms incorporated herein by reference.

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://privacy.microsoft.com/privacystatement>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact may also be an Online Administrator for Volume Licensing

in the Microsoft 365 Admin Center (MAC) and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Huntsville

Contact name: First* Randy Middle Last* Silk

Contact email address* randall.silk@huntsvilleal.gov

Street address* 305 Fountain Circle 5th Floor

City* Huntsville,

State* AL

Postal code* 35801-4285-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 256-427-6702

Tax ID

Work or School (WSA) Account ID randall.silk@huntsvilleal.gov

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for Volume Licensing in the Microsoft 365 Admin Center (MAC) and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name: First* Randy Middle Last* Silk

Contact email address* randall.silk@huntsvilleal.gov

Street address* 305 Fountain Circle 5th Floor

City* Huntsville,

State* AL

Postal code* 35801-4285-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 256-427-6702

Work or School (WSA) Account ID randall.silk@huntsvilleal.gov

Language preference. Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Randy Middle Last* Silk

Contact email address* randall.silk@huntsvilleal.gov

Phone* 256-427-6702

Work or School (WSA) Account ID randall.silk@huntsvilleal.gov

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp.
Street address (PO boxes will not be accepted)* 290 Davidson Ave
City* Somerset
State* NJ
Postal code* 08873-4145
Country* United States
Contact name* KaiWilliams
Phone* 888-764-8888
Contact email address* msteam@shi.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

<p>Signature* <i>Kai Williams</i></p> <hr/> <p>Printed name* Kai Williams Printed title* Date*</p>
--

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. **Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Proposal ID

3163416.005

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:				
Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	1,855	1,755	1.1	User Licenses

Products	Enterprise Quantity
Windows Desktop	
Windows Enterprise OS Upgrade	100
Microsoft 365 Enterprise	
M365 G5 GCC	605
M365 G5 GCC FromSA Renewal	1,150

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	1755	1755	1755	1855

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USL: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: In the following countries, any direct Enrollment consisting of only Enterprise Online Services will not be eligible for the Renewal option described in Section 5.b. of the Enrollment or for a new Enrollment due to program changes: Argentina, Australia, Austria, Belgium, Canada, Chile, Cyprus, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Jamaica, Italy, Lichtenstein, Luxemburg, Malta, Netherlands, Norway, Portugal, Puerto Rico, South Africa, Spain, Sweden, Switzerland, Trinidad & Tobago, United Kingdom, United States, and Uruguay.

Note 2: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 3: Unless otherwise indicated in the associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.

Note 4: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See Product Terms for details.

Note 5: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.



Amendment to Contract Documents

Enrollment Number

AMD000493611

These amendments are entered into between the parties identified on the attached program signature form. They amend the Enrollment or Agreement identified above. All terms used but not defined in these amendments will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
8S2-00003	Copilot Studio Legacy USL GCC Sub Per User	10	0
4ES-00001	EOA Exchange Online GCC Sub Per User	491	0
3PS-00001	Exchange Online Kiosk GCC Sub Per User	290	0
AAD-63092	M365 F3 Unified GCC Sub Per User	491	0
AAL-45735	M365 G5 GCC Sub Per User	5	600
7MS-00001	Planner & Project P3 GCC Sub Per User	1	0
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	491	0
HWT-00001	Visio P1 GCC Sub Per User	2	0
9K4-00003	Visio P2 FSA GCC Renewal Sub Per User	16	0
P3U-00001	Visio P2 GCC Sub Per User	6	0
AAL-48033	M365 G5 FSA Renewal GCC Sub Per User	0	1,150
EP2-24658	M365 Copilot GCC Sub Add-on	1	49

SKU Number	SKU Description	Existing Quantity	Incremental quantities
YGD-00001	Copilot Studio GCC Sub (Messages)	1	0
91C-00004	Defender + Purview Suite FLW GCC Sub Add-on	0	491
VA1-00001	Teams Rooms Pro GCC Sub Per Device	51	0
VRM-00001	Win OLS Activation User GCC Sub Per User	0	1,755



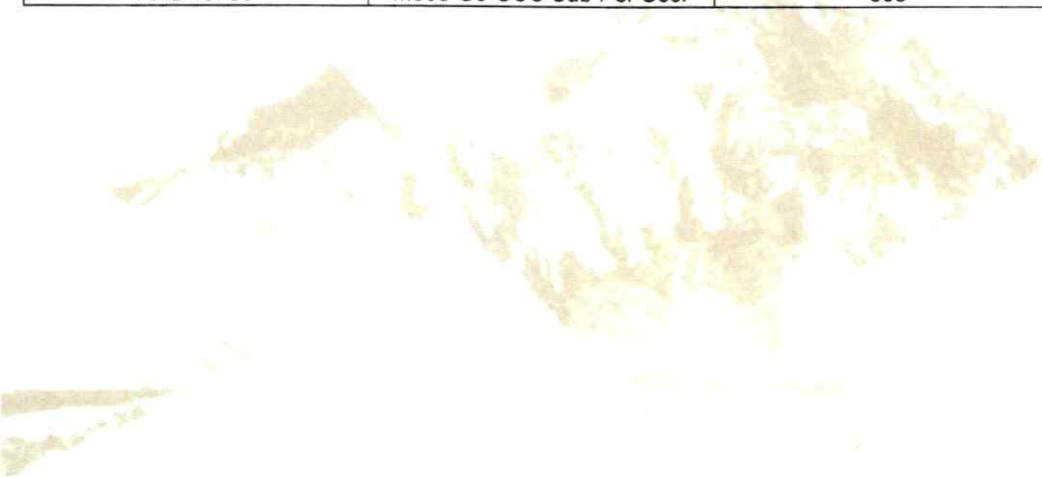
Enterprise Enrollment Special Ramped Pricing Amendment M667

Microsoft is providing Enrolled Affiliate with one-time special ramped pricing for the Products listed in the table below only during the initial term of the Enrollment to help offset deployment and/or dual running costs and better align Enrolled Affiliate's investment with realized business value in those years. Accordingly, the parties agree that during the initial term of this Enrollment, Enrolled Affiliate may not reduce the stated Minimum Seat Quantity for any Product listed in the table below.

Enrolled Affiliate acknowledges that the terms, including the special ramped pricing, described herein are fixed for the initial term of this Enrollment and will not be subject to re-negotiation.

Microsoft is under no obligation to offer this or a similar concession upon renewal of the Enrollment.

SKU	Product	Minimum Seat Quantity
AAL-48033	M365 G5 FSA Renewal GCC Sub Per User	1,150
AAL-45735	M365 G5 GCC Sub Per User	605



Enterprise Enrollment Ramped Discounts (Indirect) Amendment M930

Notwithstanding anything to the contrary in the Agreement or Enrollment, Microsoft is providing Enrolled Affiliate's Reseller with ramped discounts on Microsoft's prices to Reseller for the Product(s) listed in the table below for the initial term of this Enrollment. Microsoft is offering these ramped discounts for the following reason(s): Ramped discount.

SKU	Description
91C-00004	Defender + Purview Suite FLW GCC Sub Add-on

Enrolled Affiliate's prices for each Product will be established by its Reseller. The ramped discounts are a one-time only concession and Microsoft is not obligated to extend this concession upon renewal of the Enrollment.

Except for changes made by these amendments, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in these amendments and any provision in the Enrollment or Agreement identified above, these amendments shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

"(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Dec2025)(IU).docx"		M97	Lime
"(M667)EnrAmend(M365E5SpecialRampedPricing)(WW)(ENG)(Jan2025)(IU).docx"		M667	Blue
"(M930)EnrAmend(RampedDiscounts(Indirect))(WW)(ENG)(Mar2025)(IU).docx"		M930	Blue

Microsoft | Volume Licensing

Discount Transparency Disclosure Form - Final

Date: 4/7/2026
Program: Enterprise 6
Enrollment Number: Renewal
Quote Number: 3163416.005
Reseller Name: SHI International Corp.
Reseller Address: 290 Davidson Ave
Somerset, New Jersey, US, 08873-4145

Discount Details

For this enrollment, Microsoft provided the Customer's Partner a discount off of the Partner's Net Price. The Partner is required, by Microsoft, to pass on the discount to the Customer by reducing the Microsoft Product resale price by an amount equal to or greater than the discount.

Listed on this form is the maximum price the Partner may charge for the Microsoft Products to be ordered under this enrollment based on the provided discount, shown on the first page at the aggregate level, and at a product level in the following pages.

The requirement to pass through the discount does not mean that Microsoft is setting the Customer's actual price. Partners remain free to set the price charged for Microsoft Products at any point equal to or below MRP. The Customer's actual price will be established by a separate agreement between Customer and its Partner. Note that the MRP listed on this form does not include fees for non-Microsoft products, partner services or normal transaction costs. Normal transaction costs include taxes or other fees assessed by a local or federal government.

For Ordered Products

Currency	Maximum Resale Price
US Dollar	3,613,237.86

In this form, the following definitions apply:

"Customer" means the entity that may enter or has entered into a Contract with the Partner.

"Contract" means a binding agreement between the Partner and Affiliate, under which Customer orders Products from Partner.

"Microsoft" means (1) the entity that has entered into an agreement with Partner under which Partner may place orders for Microsoft Products for use by the Customer and (2) the affiliates of such entity, as appropriate.

"Product" means all Microsoft Products identified in the Product Terms, such as all Software, Online Services, and other web-based services, including pre-release or beta version. Microsoft product availability may vary by region.

Partner: SHI International Corp.

Customer: City of Huntsville

Signature of Customer's authorized representative:

Printed name:

Printed title:

Date:

SECTION 1 - Licenses and Software Assurance					
Ordered Product Pricing & Usage Year 1					
Product Description	Part Number	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Enterprise					
Win Enterprise Device ALng SA	KV3-00368	51.97	100	United States	5,197.00
Additional Products					
Visual Studio Ent with GitHub ALng SA	QEJ-00003	1,143.72	1	United States	1,143.72
Visual Studio Pro with GitHub ALng SA	QEK-00003	327.63	18	United States	5,897.34
SQL Server Enterprise Core ALng SA 2L	7JQ-00343	2,637.62	20	United States	52,752.40
SQL Server Standard Core ALng SA 2L	7NQ-00292	687.92	36	United States	24,765.12
System Center Standard Core ALng SA 2L	9EN-00198	21.00	20	United States	420.00
Win Server DC Core ALng SA 2L	9EA-00278	147.74	100	United States	14,774.00
Win Server Standard Core ALng SA 2L	9EM-00270	22.68	440	United States	9,979.20
Total Year 1 Maximum Price Licenses and Software Assurance					114,928.78
Ordered Product Pricing & Usage Year 2					
Product Description	Part Number	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Enterprise					
Win Enterprise Device ALng SA	KV3-00368	51.97	100	United States	5,197.00
Additional Products					
Visual Studio Ent with GitHub ALng SA	QEJ-00003	1,143.72	1	United States	1,143.72
Visual Studio Pro with GitHub ALng SA	QEK-00003	327.63	18	United States	5,897.34
SQL Server Enterprise Core ALng SA 2L	7JQ-00343	2,637.62	20	United States	52,752.40
SQL Server Standard Core ALng SA 2L	7NQ-00292	687.92	36	United States	24,765.12
System Center Standard Core ALng SA 2L	9EN-00198	21.00	20	United States	420.00
Win Server DC Core ALng SA 2L	9EA-00278	147.74	100	United States	14,774.00
Win Server Standard Core ALng SA 2L	9EM-00270	22.68	440	United States	9,979.20
Total Year 2 Maximum Price Licenses and Software Assurance					114,928.78
Ordered Product Pricing & Usage Year 3					
Product Description	Part Number	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Enterprise					
Win Enterprise Device ALng SA	KV3-00368	51.97	100	United States	5,197.00
Additional Products					
Visual Studio Ent with GitHub ALng SA	QEJ-00003	1,143.72	1	United States	1,143.72

Visual Studio Pro with GitHub ALng SA	QEK-00003	327.63	18	United States	5,897.34
SQL Server Enterprise Core ALng SA 2L	7JQ-00343	2,637.62	20	United States	52,752.40
SQL Server Standard Core ALng SA 2L	7NQ-00292	687.92	36	United States	24,765.12
System Center Standard Core ALng SA 2L	9EN-00198	21.00	20	United States	420.00
Win Server DC Core ALng SA 2L	9EA-00278	147.74	100	United States	14,774.00
Win Server Standard Core ALng SA 2L	9EM-00270	22.68	440	United States	9,979.20
Total Year 3 Maximum Price Licenses and Software Assurance					114,928.78

SECTION 2 - Monthly Subscriptions

Ordered Product Pricing & Usage Year 1

Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Enterprise									
M365 G5 FSA Renewal GCC Sub Per User	AAL-48033	Adjustable	5/1/2026	Monthly	12	40.36	1,150	United States	556,968.00
M365 G5 GCC Sub Per User	AAL-45735	Adjustable	5/1/2026	Monthly	12	44.14	605	United States	320,456.40
Additional Products									
Copilot Studio Legacy USL GCC Sub Per User	852-00003	Adjustable	5/1/2026	Monthly	12	0.00	10	United States	0.00
M365 Copilot GCC Sub Add-on	EP2-24658	Adjustable	5/1/2026	Monthly	12	32.40	50	United States	19,440.00
Visio P2 FSA GCC Renewal Sub Per User	9K4-00003	Adjustable	5/1/2026	Monthly	12	10.30	16	United States	1,977.60
Visio P2 GCC Sub Per User	P3U-00001	Adjustable	5/1/2026	Monthly	12	12.12	6	United States	872.64
Win OLS Activation User GCC Sub Per User	VRM-00001	Adjustable	5/1/2026	Monthly	12	0.00	1,755	United States	0.00
Copilot Studio GCC Sub (Messages)	YGD-00001	Adjustable	5/1/2026	Monthly	12	216.00	1	United States	2,592.00
Defender + Purview Suite FLW GCC Sub Add-on	91C-00004	Adjustable	5/1/2026	Monthly	12	10.66	491	United States	62,808.72
EOA Exchange Online GCC Sub Per User	4E5-00001	Adjustable	5/1/2026	Monthly	12	2.51	491	United States	14,788.92
Exchange Online Kiosk GCC Sub Per User	3PS-00001	Adjustable	5/1/2026	Monthly	12	1.90	290	United States	6,612.00
M365 F3 Unified GCC Sub Per User	AAD-63092	Adjustable	5/1/2026	Monthly	12	7.38	491	United States	43,482.96
Planner & Project P3 GCC Sub Per User	7MS-00001	Adjustable	5/1/2026	Monthly	12	24.24	1	United States	290.88
Teams AC with Dial Out US/CA GCC Sub Add-on	NYH-00001	Adjustable	5/1/2026	Monthly	12	0.00	491	United States	0.00
Teams Rooms Pro GCC Sub Per Device	VA1-00001	Adjustable	5/1/2026	Monthly	12	38.02	51	United States	23,268.24
Visio P1 GCC Sub Per User	HWT-00001	Adjustable	5/1/2026	Monthly	12	4.04	2	United States	96.96
Total Year 1 Maximum Price Monthly Subscriptions									1,053,655.32

Ordered Product Pricing & Usage Year 2

Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Enterprise									
M365 G5 FSA Renewal GCC Sub Per User	AAL-48033	Adjustable	-	Monthly	12	42.65	1,150	United States	588,570.00
M365 G5 GCC Sub Per User	AAL-45735	Adjustable	-	Monthly	12	46.65	605	United States	338,679.00
Additional Products									
Copilot Studio Legacy USL GCC Sub Per User	852-00003	Adjustable	-	Monthly	12	0.00	10	United States	0.00
M365 Copilot GCC Sub Add-on	EP2-24658	Adjustable	-	Monthly	12	32.40	50	United States	19,440.00
Visio P2 FSA GCC Renewal Sub Per User	9K4-00003	Adjustable	-	Monthly	12	10.30	16	United States	1,977.60
Visio P2 GCC Sub Per User	P3U-00001	Adjustable	-	Monthly	12	12.12	6	United States	872.64

Win OLS Activation User GCC Sub Per User	VRM-00001	Adjustable	-	Monthly	12	0.00	1,755	United States	0.00	
Copilot Studio GCC Sub (Messages)	YGD-00001	Adjustable	-	Monthly	12	216.00	1	United States	2,592.00	
Defender + Purview Suite FLW GCC Sub Add-on	91C-00004	Adjustable	-	Monthly	12	11.21	491	United States	66,049.32	
EOA Exchange Online GCC Sub Per User	4ES-00001	Adjustable	-	Monthly	12	2.51	491	United States	14,788.92	
Exchange Online Kiosk GCC Sub Per User	3PS-00001	Adjustable	-	Monthly	12	1.90	290	United States	6,612.00	
M365 F3 Unified GCC Sub Per User	AAD-63092	Adjustable	-	Monthly	12	7.38	491	United States	43,482.96	
Planner & Project P3 GCC Sub Per User	7MS-00001	Adjustable	-	Monthly	12	24.24	1	United States	290.88	
Teams AC with Dial Out US/CA GCC Sub Add-on	NYH-00001	Adjustable	-	Monthly	12	0.00	491	United States	0.00	
Teams Rooms Pro GCC Sub Per Device	VA1-00001	Adjustable	-	Monthly	12	38.02	51	United States	23,268.24	
Visio P1 GCC Sub Per User	HWT-00001	Adjustable	-	Monthly	12	4.04	2	United States	96.96	
Total Year 2 Maximum Price Monthly Subscriptions									1,106,720.52	
Ordered Product Pricing & Usage Year 3										
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)	
Enterprise										
M365 G5 FSA Renewal GCC Sub Per User	AAL-48033	Adjustable	-	Monthly	12	42.65	1,150	United States	588,570.00	
M365 G5 GCC Sub Per User	AAL-45735	Adjustable	-	Monthly	12	46.65	605	United States	338,679.00	
Additional Products										
Copilot Studio Legacy USL GCC Sub Per User	852-00003	Adjustable	-	Monthly	12	0.00	10	United States	0.00	
M365 Copilot GCC Sub Add-on	EP2-24658	Adjustable	-	Monthly	12	32.40	50	United States	19,440.00	
Visio P2 FSA GCC Renewal Sub Per User	9K4-00003	Adjustable	-	Monthly	12	10.30	16	United States	1,977.60	
Visio P2 GCC Sub Per User	P3U-00001	Adjustable	-	Monthly	12	12.12	6	United States	872.64	
Win OLS Activation User GCC Sub Per User	VRM-00001	Adjustable	-	Monthly	12	0.00	1,755	United States	0.00	
Copilot Studio GCC Sub (Messages)	YGD-00001	Adjustable	-	Monthly	12	216.00	1	United States	2,592.00	
Defender + Purview Suite FLW GCC Sub Add-on	91C-00004	Adjustable	-	Monthly	12	11.44	491	United States	67,404.48	
EOA Exchange Online GCC Sub Per User	4ES-00001	Adjustable	-	Monthly	12	2.51	491	United States	14,788.92	
Exchange Online Kiosk GCC Sub Per User	3PS-00001	Adjustable	-	Monthly	12	1.90	290	United States	6,612.00	
M365 F3 Unified GCC Sub Per User	AAD-63092	Adjustable	-	Monthly	12	7.38	491	United States	43,482.96	
Planner & Project P3 GCC Sub Per User	7MS-00001	Adjustable	-	Monthly	12	24.24	1	United States	290.88	
Teams AC with Dial Out US/CA GCC Sub Add-on	NYH-00001	Adjustable	-	Monthly	12	0.00	491	United States	0.00	
Teams Rooms Pro GCC Sub Per Device	VA1-00001	Adjustable	-	Monthly	12	38.02	51	United States	23,268.24	

Visio P1 GCC Sub Per User	HWT-00001	Adjustable		Monthly	12	4 04	2	United States	96.96
Total Year 3 Maximum Price Monthly Subscriptions									1,108,075.68

Future Pricing				
Enterprise Products				
Product Description	Part Number	Pricing Information		
		Max True Up Price (USD)		
True-Ups - Enterprise Products		Year 1	Year 2	Year 3
Win Enterprise Device ALng Upgrade SA	KV3-00381	197.06	159.60	122.15
Enterprise Online Services				
Product Description	Part Number	Max Price(USD) / Month		
Future Monthly - Enterprise Online Services				
M365 G5 GCC Sub Per User	AAL-45735	54.17		
Additional Products				
Product Description	Part Number	Pricing Information		
		Max True Up Price (USD)		
True-Ups		Year 1	Year 2	Year 3
Visual Studio Ent with GitHub ALng LSA	QEJ-00001	6,802.51	5,658.79	4,515.07
Visual Studio Pro with GitHub ALng LSA	QEK-00001	957.87	630.24	302.62
SQL Server Enterprise Core ALng LSA 2L	7JQ-00341	17,144.40	14,506.78	11,869.16
SQL Server Standard Core ALng LSA 2L	7NQ-00302	4,471.20	3,783.28	3,095.37
System Center Standard Core ALng LSA 2L	9EN-00494	136.73	115.73	94.74
Win Server DC Core ALng LSA 2L	9EA-00039	960.21	812.46	664.72
Win Server Standard Core ALng LSA 2L	9EM-00562	149.75	127.07	104.39
Additional Online Products				
Product Description	Part Number	Pricing Information		
Online Services		Max Price (USD)/ Month		
Copilot Studio Legacy USL GCC Sub Per User	8S2-00003	0.00		
M365 Copilot GCC Sub Add-on	EP2-24658	32.40		
Visio P2 GCC Sub Per User	P3U-00001	12.12		
Win OLS Activation User GCC Sub Per User	VRM-00001	0.00		
Copilot Studio GCC Sub (Messages)	YGD-00001	216.00		
Defender + Purview Suite FLW GCC Sub Add-on	91C-00004	11.99		
EOA Exchange Online GCC Sub Per User	4ES-00001	2.51		
Exchange Online Kiosk GCC Sub Per User	3PS-00001	1.90		
M365 F3 Unified GCC Sub Per User	AAD-63092	7.38		
Planner & Project P3 GCC Sub Per User	7MS-00001	24.24		
Teams AC with Dial Out US/CA GCC Sub Add-on	NYH-00001	0.00		
Teams Rooms Pro GCC Sub Per Device	VA1-00001	38.02		
Visio P1 GCC Sub Per User	HWT-00001	4.04		

Previous Enrollment(s)/Agreement(s) Form

Entity Name: City of Huntsville

Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	50130212	X	X

Additional Terms for SHI Quote 27412219

Fees.

The items listed in Table A of Section 2 of the End Customer Agreement are the Support Services that End Customer has pre-purchased during the Support Services Term, and the applicable total Fees are shown in Table B below.

Microsoft Support Services fees are non-refundable and prepaid at year one and subsequent anniversaries of the Support Commencement Date.

Table B-Fees

Support Services	Year 1	Year 1 Customer Costs	Year 2	Year 2 Customer Costs	Year 3	Year 3 Customer Costs	Total USD	Total Customer Costs
Fee Summary	5/1/2026-4/30/2027		5/1/2027-4/30/2028		5/1/2028-4/30/2029			
Appraised Product Spend	USD 837,145.00		USD 1,158,284.00		USD 1,262,321.00		USD 3,257,750.00	
Unified Base Ent	USD 69,511.13	USD 70,096.91	USD 86,871.00	USD 92,951.97	USD 94,674.00	USD 101,301.18	USD 247,056.13	USD 264,350.06
Microsoft Strategic Investment	USD 21,924.03	USD 1,321,000.00	USD 15,723.85	USD 15,723.85	USD 17,941.32	USD 17,941.32	USD 44,688.93	USD 44,688.93
Sub-Total: Microsoft Unified	USD 91,435.16	USD 71,417.91	USD 102,594.85	USD 108,675.82	USD 112,615.32	USD 119,242.50	USD 291,745.06	USD 309,038.99
Cybersecurity/Enhanced Solutions	USD 96,020.00	USD 96,078.20	USD 99,380.80	USD 106,137.46	USD 107,859.80	USD 110,059.99	USD 748,260.60	USD 112,475.65
EDS O365	USD 124,960.00	USD 131,779.20	USD 128,921.40	USD 134,415.93	USD 131,430.40	USD 139,127.35	USD 886,911.80	USD 406,822.49
EDE Security Zero Trust	USD 124,960.00	USD 131,779.20	USD 128,921.40	USD 134,415.93	USD 131,430.40	USD 139,127.34	USD 886,911.80	USD 406,822.47
Pro Svc Ent AddOn App/Adm	USD 1.00	USD 1.07	USD 1.04	USD 1.11	USD 1.07	USD 1.14	USD 1.11	USD 1.32
Unified Supp Proact Svc Ent	USD 0.00	USD 0.00	USD 0.00	USD 0.00	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Add-Ons	USD 345,141.00	USD 362,637.67	USD 357,224.64	USD 375,170.44	USD 369,721.67	USD 386,315.82	USD 1,072,087.11	USD 1,124,123.81
Add On Adjustment	USD 38,285.48	USD 58,085.48	USD 60,110.46	USD 60,112.46	USD 62,049.70	USD 63,049.70	USD 180,447.64	USD 180,447.64
Flex Allowance	USD 25,000.00	USD 25,000.00	USD 25,000.00	USD 25,000.00	USD 25,000.00	USD 25,000.00	USD 75,000.00	USD 75,000.00
Subtotal Add-Ons	USD 261,875.52	USD 278,872.19	USD 272,092.18	USD 290,037.98	USD 282,671.97	USD 299,266.12	USD 816,619.67	USD 858,678.29
Total Fees (excluding taxes)	USD 315,463.62	USD 337,546.07	USD 343,239.53	USD 387,266.30	USD 340,304.65	USD 385,525.58	USD 1,019,007.80	USD 1,090,338.35

The Microsoft Unified Enterprise fees described above are based on the Unified Enterprise Graduated Pricing Rate Table below along with the total value each year for End Customer's validly licensed, commercially released and generally available Microsoft products, and online services subscriptions as identified in Appendix A of the End Customer Agreement (collectively, the "End Customer Appraised Product Spend") to calculate Microsoft Unified fees for the 3 Years Support Services Term.

Prior to each contract anniversary of the Support Commencement Date, End Customer Appraised Product Spend will be re-calculated for the upcoming contract year based on the previous 12 months ("End Customer Actual Product Spend").

If the End Customer Actual Product Spend is more than ten percent (10%) above the End Customer Appraised Product Spend shown for that upcoming contract year in the Support Services Fee Summary table above, Microsoft will recalculate the associated Microsoft Unified Enterprise fees for the upcoming contract year. The recalculated Microsoft Unified Enterprise fees will be based on the End Customer Actual Product Spend and the Unified Enterprise Graduated Pricing Rate Table. Partner will invoice the Customer for the difference between the re-calculated price and the original scheduled Microsoft Unified Enterprise fees sub-total from the Support Services Fee Summary table above. Additional Flex Allowance may be added which will be applied toward new Proactive Credits.

All product spend amounts in the Unified Enterprise Graduated Pricing Rate Table are shown in USD. The minimum recalculated Microsoft Unified Enterprise fees is \$50,000.

Unified Enterprise Graduated Pricing Rate Table				
	Infrastructure			User
Product Spend	Azure	On-Prem Server	Product Spend	Modern Work, Biz Apps, On-Prem User
\$0 to \$1.8M	10%	10%	\$0 to \$1.5M	7.5%
\$1.8M to \$6M	7%	7%	\$1.5M to \$3M	6.5%
\$6M to \$12M	5%	5%	\$3M to \$6M	5.5%
\$12M to \$30M	3%	3%	\$6M to \$15M	4.5%
\$30M to \$60M	2.25%	2.25%	> \$15M	3.5%
\$60M to \$120M	2%	2%		
> \$120M	1.75%	1.75%		

Discount Rate Table	
Year	Microsoft Unified Enterprise Discount Rate
Year 2	18.1%
Year 3	18%

Cybersecurity Incident Response Services Fees.

The Microsoft Cybersecurity Incident Response ("MSCIR") services hours listed in the table below are the services that Customer agrees to pay up front for use during the term of the MSCIR services. Accordingly, Customer agrees to pay up front in full the Total Fees shown in the table below for MSCIR. All fees paid up front are non-refundable. Any MSCIR hours not consumed prior to the MSCIR services Expiration Date will be forfeited. The Total Fees do not include fees for Products.

Services Summary	Hours	Billing Date	Fee USD (ref currency)	Customer Fee
Service Delivery Management Hours	20 Hr	5/1/2026	6,020.00	6,020.00
Cybersecurity Incident Response Service	150 Hr	5/1/2026	90,000.00	90,058.20
Service Delivery Management Hours	20 Hr	5/1/2027	6,230.80	6,230.80
Cybersecurity Incident Response Service	150 Hr	5/1/2027	93,150.00	100,106.66
Service Delivery Management Hours	20 Hr	5/1/2028	6,448.80	6,448.80
Cybersecurity Incident Response Service	150 Hr	5/1/2028	96,411.00	103,611.19
Total Fees (excluding taxes)			\$298,260.60	\$312,475.65

Fees for MSCIR will not exceed the Total Fees indicated in the table above without prior approval from Customer and a mutually acceptable amendment to the End Customer

Agreement. In the event that such approval must be sought, but is not provided, notwithstanding anything to the contrary, Customer acknowledges and agrees that Microsoft has no further obligation to continue providing Cybersecurity Incident Response Services to End Customer.

The parties agree the following terms only apply to MSCIR.

Unforeseen Circumstances. If there are unforeseen circumstances, Microsoft will not be responsible for any delay or inability to perform the Cybersecurity Incident Response Services. Unforeseen Circumstances means events beyond Microsoft's reasonable control that 1) could not have been prevented by commercially reasonable diligence, including but not limited to war, natural disasters, widespread failures of third-party networks or infrastructure or labor disputes; or 2) are due to legal prohibition, including but not limited to, passing of a statute, decree, regulation or order (including visa requirements).

Public Statements. Neither Partner nor End Customer is permitted to make any public statements identifying or regarding Microsoft, its Affiliates, or its contractors/subcontractors in relation to a cyber-attack incident or the MSCIR services, findings, Services Deliverables, or other information provided under this Work Order without Microsoft's express prior written consent.

End Customer Agreement for Microsoft Support Services

("End Customer Agreement")

This **End Customer Agreement** states the terms and conditions that apply specifically to Unified Support Services and describes the Support Services to be provided to End Customer. The attached Appendices are incorporated into this End Customer Agreement and apply to Support Services.

1. Definitions

- 1.1 "Additional Services"** are additional Support Services described in any additional services appendix ("Additional Services Appendix") to this End Customer Agreement.
- 1.2 "Confidential Information"** means a party's non-public information, know-how, or trade secrets that (a) the party designates as being confidential; or (b) given the nature of the disclosure or circumstances surrounding the disclosure, reasonably should be treated as confidential by the receiving party. Confidential Information does not include information that: (1) the receiving party already knew without an obligation to maintain the information as confidential; (2) the receiving party received from a third party without breach of an obligation of confidentiality owed to the other party; (3) the receiving party independently developed; or (4) becomes publicly known through no wrongful act of the receiving party.
- 1.3 "End Customer The City of Huntsville"** is Partner's end customer specified in the Partner Work Order to whom Microsoft will deliver the Support Services as described below. End Customer must also be a legal entity (other than Partner or an End Customer Affiliate) that acquires Support Services for use as an end user.
- 1.4 "End Customer Affiliate"** means, with regard to End Customer, any government agency, department, office, instrumentality, division, unit or other entity of End Customer's state or local government that is supervised by or is part of End Customer, or which supervises End Customer or of which End Customer is a part, or which is under common supervision with End Customer; together with, as mandated by law, any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality located within End Customer's state jurisdiction and geographic boundaries; provided that a state and its affiliates shall not, for purposes of this definition, be considered to be an End Customer Affiliate of the federal government and its affiliates.
- 1.5 "End Customer Data"** means all data, including all text, sound, software, image or video files that are provided to Microsoft or any Microsoft Affiliate by End Customer or any End Customer Affiliate through use of Online Services.
- 1.6 "Fixes"** means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to End Customer when performing Support Services to address a specific issue.
- 1.7 "Microsoft"** means **Microsoft Corporation**

- 1.8 “Microsoft Affiliate”** means any legal entity that controls, is controlled by, or that is under common control with Microsoft. “Control” means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.
- 1.9 “Online Services”** means the Microsoft-hosted services identified as Online Services in the Product Terms.
- 1.10 “Partner” SHI International Corp.** is the legal entity that executed the Unified Support Work Order with Microsoft.
- 1.11 “Partner Agreement”** is the executed master agreement that governs how Microsoft and Partner work together in the context of the Unified Support Partner Broker Program.
- 1.12 “Partner Work Order”** is the executed Microsoft Unified Enterprise Support Partner Broker Work Order number **GVS02605-1041749-1041749** between Microsoft and the Partner that provides for the delivery of Support Services to End Customer, including any **Additional Services Appendix(s)**.
- 1.13 “Pre-existing Work”** means any computer code or other written materials developed or otherwise obtained independent of this End Customer Agreement.
- 1.14 “Product”** means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region.
- 1.15 “Product Terms”** means the document that provides information about Microsoft Products available through volume licensing. The Product Terms document is published on the Volume Licensing Site (<https://www.microsoft.com/licensing/docs/view/Product-Terms> or successor site) and is updated from time to time.
- 1.16 “Professional Services”** means the Support Services provided under the Partner Work Order.
- 1.17 “Representatives”** means the employees, agents, contractors, advisors and consultants (each acting in such respective capacity) of Microsoft, a Microsoft Affiliate, End Customer, or an End Customer Affiliate.
- 1.18 “Services Deliverables”** means any computer code or materials, other than Products or Fixes, that Microsoft leaves with End Customer at the conclusion of Microsoft’s performance of Support Services.
- 1.19 “Software”** means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services or Service Deliverables, but Software may be part of an Online Service.
- 1.20 “Support Services”** means the Unified Support Services and any Additional Services purchased by Partner as set forth in the Description of Services section below. “Support Services” or “services” does not include Online Services, unless otherwise specifically noted.
- 1.21 “Support Services Data”** means all data, including all text, sound, video, image files, or software, that are provided to Microsoft by End Customer or End Customer’s Affiliate(s) (or that End Customer or End Customer Affiliate(s) authorize Microsoft to obtain from an Online Service) or otherwise obtained or processed by Microsoft through an engagement with Microsoft to obtain Support Services.

1.22 “Support Services Commencement Date” means the date on which Support Services will commence under this End Customer Agreement.

1.23 “Support Services Expiration Date” means the date on which Support Services expire under this End Customer Agreement.

1.24 “Support Services Term” means the period beginning on the Support Services Commencement Date and ending on the Support Services Expiration Date.

2. Support Services

2.1 Description of Support Services. Support Services will be provided as described in and pursuant to the terms of: (i) the “Support services” section of the then current Microsoft Unified Enterprise Support Services Description located at <https://www.microsoft.com/en-us/unified-support-services-description>, as may be amended by Microsoft from time to time, (the “USSD”) and incorporated herein by reference, and (ii) the terms and conditions set forth in any **Additional Services Appendix** that govern the Additional Services. In the USSD, “you” or “your” may refer to Partner, End Customer or both parties based on the context and any references to a “Work Order” will be deemed to be a reference to this End Customer Agreement.

Microsoft may update the Support Services purchased under the Partner Work Order from time to time, provided that the level of Support Services purchased will not materially decrease during the current Support Services Term.

2.2 Support Services for Microsoft Products. During the Support Services Term, Microsoft will provide Support Services to **The City of Huntsville (“End Customer”)** or End Customer Affiliate(s). Except as otherwise set forth in an **Additional Services Appendix**, such Support Services are for support of End Customer’s or End Customer Affiliate’s licensed, commercially released, and generally available Microsoft Products, and cloud services subscriptions purchased by End Customer or End Customer Affiliate(s) under the applicable licensing enrollments and agreements, as indicated in **Appendix A**.

2.3 Foundational Services Requirement. An active Foundational Services (formally referred to as Base Package) agreement is required to acquire and continue additional services, including Proactive Services, Mission Critical services, Enhanced Solutions, and Multi-Country services, unless explicitly stated otherwise. If a Unified Support services agreement for the End Customer that includes Foundational Services expires or is terminated, all additional services will also be terminated on the same date without any refund *pro rata temporis*, even if purchased separately.

2.4 Support Services by Support Location. The Support Services to be provided to End Customer or End Customer Affiliate(s) are set forth below:

Support Services by Support Location

BROKER Y1 Unified Enterprise Support - 2026-27 USA - SLG - Enterprise East 5/1/2026 - 4/30/2027		
Quantity	Service	Service Type
Included	Enterprise Advisory Support Hours As-needed	Advisory Services

Included	Enterprise Azure Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise On-demand Assessment	On-Demand Assessment
Included	Enterprise On-Demand Education	On-Demand Education
Included	Enterprise Online Support Portal	Administrative
Included	Enterprise Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise Reactive Support Management	Service Delivery Management
Included	Enterprise Service Delivery Management	Service Delivery Management
Included	Enterprise Webcasts As-Needed	Webcast
Included	Reactive Enabled Contacts	Problem Resolution Support
100 ea	On-Demand Assessment - Setup and Config Service As-needed	On-Demand Assessment Remote

BROKER Y1 Unified Enterprise Support Broker Add-on - 2026-27 USA - SLG - Enterprise East 5/1/2026 - 4/30/2027

Quantity	Service	Service Type
1 ea	Unified Support Broker transaction	Administrative

BROKER Y1 Enhanced Designated Engineering | O365 - 2026-27 USA - SLG - Enterprise East 5/1/2026 - 4/30/2027

Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
300 hr	Enhanced Designated Engineering Office 365	Designated Support Engineering

BROKER Y1 Enhanced Designated Engineering | Security Zero Trust - 2026-27 USA - SLG - Enterprise East 5/1/2026 - 4/30/2027

Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
300 hr	Enhanced Designated Engineering Security Zero Trust	Designated Support Engineering

BROKER Y1 Unified Proactive Services - 2026-27 USA - SLG - Enterprise East 5/1/2026 - 4/30/2027

Quantity	Service	Service Type
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1 ea	Onsite Visit	Onsite Support
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BROKER Y1 Enhanced Security Cybersecurity Incident Response - 2026-27 USA - SLG - Enterprise East 5/1/2026 - 4/30/2027		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
150 hr	Cybersecurity Incident Response Service	Security Services

BROKER Y2 Unified Enterprise Support - 2027-28 USA - SLG - Enterprise East 5/1/2027 - 4/30/2028		
Quantity	Service	Service Type
Included	Enterprise Advisory Support Hours As-needed	Advisory Services
Included	Enterprise Azure Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise On-demand Assessment	On-Demand Assessment
Included	Enterprise On-Demand Education	On-Demand Education
Included	Enterprise Online Support Portal	Administrative
Included	Enterprise Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise Reactive Support Management	Service Delivery Management
Included	Enterprise Service Delivery Management	Service Delivery Management
Included	Enterprise Webcasts As-Needed	Webcast
Included	Reactive Enabled Contacts	Problem Resolution Support
100 ea	On-Demand Assessment - Setup and Config Service As-needed	On-Demand Assessment Remote

BROKER Y2 Unified Enterprise Support Broker Add-on - 2027-28 USA - SLG - Enterprise East 5/1/2027 - 4/30/2028		
Quantity	Service	Service Type
1 ea	Unified Support Broker transaction	Administrative

BROKER Y2 Enhanced Designated Engineering O365 - 2027-28 USA - SLG - Enterprise East 5/1/2027 - 4/30/2028		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
300 hr	Enhanced Designated Engineering Office 365	Designated Support Engineering

BROKER Y2 Enhanced Designated Engineering | Security Zero Trust - 2027-28 USA - SLG - Enterprise East 5/1/2027 - 4/30/2028

Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
300 hr	Enhanced Designated Engineering Security Zero Trust	Designated Support Engineering

BROKER Y2 Unified Proactive Services - 2027-28 USA - SLG - Enterprise East 5/1/2027 - 4/30/2028

Quantity	Service	Service Type
1 ea	Onsite Visit	Onsite Support

BROKER Y2 Enhanced Security | Cybersecurity Incident Response - 2027-28 USA - SLG - Enterprise East 5/1/2027 - 4/30/2028

Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
150 hr	Cybersecurity Incident Response Service	Security Services

BROKER Y3 Unified Enterprise Support - 2028-29 USA - SLG - Enterprise East 5/1/2028 - 4/30/2029

Quantity	Service	Service Type
Included	Enterprise Advisory Support Hours As-needed	Advisory Services
Included	Enterprise Azure Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise On-demand Assessment	On-Demand Assessment
Included	Enterprise On-Demand Education	On-Demand Education
Included	Enterprise Online Support Portal	Administrative
Included	Enterprise Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise Reactive Support Management	Service Delivery Management
Included	Enterprise Service Delivery Management	Service Delivery Management
Included	Enterprise Webcasts As-Needed	Webcast
Included	Reactive Enabled Contacts	Problem Resolution Support
100 ea	On-Demand Assessment - Setup and Config Service As-needed	On-Demand Assessment Remote

BROKER Y3 Unified Enterprise Support Broker Add-on - 2028-29 USA - SLG - Enterprise East 5/1/2028 - 4/30/2029		
Quantity	Service	Service Type
1 ea	Unified Support Broker transaction	Administrative

BROKER Y3 Enhanced Designated Engineering O365 - 2028-29 USA - SLG - Enterprise East 5/1/2028 - 4/30/2029		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
300 hr	Enhanced Designated Engineering Office 365	Designated Support Engineering

BROKER Y3 Enhanced Designated Engineering Security Zero Trust - 2028-29 USA - SLG - Enterprise East 5/1/2028 - 4/30/2029		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
300 hr	Enhanced Designated Engineering Security Zero Trust	Designated Support Engineering

BROKER Y3 Unified Proactive Services - 2028-29 USA - SLG - Enterprise East 5/1/2028 - 4/30/2029		
Quantity	Service	Service Type
1 ea	Onsite Visit	Onsite Support

BROKER Y3 Enhanced Security Cybersecurity Incident Response - 2028-29 USA - SLG - Enterprise East 5/1/2028 - 4/30/2029		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
150 hr	Cybersecurity Incident Response Service	Security Services

2.5 Limited Warranty. Microsoft warrants that it will perform Support Services with professional care and skill. If Microsoft fails to do so for any specific Support Services, and End Customer notifies Microsoft within ninety (90) days of the date that such Support Services were performed, then Microsoft will, at its discretion, either re-perform such Support Services or return to Partner the Fee(s) that Partner paid for those services within the twelve (12) months immediately prior to the date that such Support Services were performed. The remedy set forth in the immediately preceding sentence is End Customer's sole remedy for breach of the

warranty in this section, and End Customer and Partner hereby waive any breach of warranty claims not made during the warranty period.

3. Prerequisites and assumptions

Microsoft delivery of Support Services to End Customer or End Customer Affiliate(s) is based upon the following prerequisites and assumptions:

- Any add-ons to Support Services that End Customer requests to purchase during the term of the Partner Work Order must be purchased under the existing Partner Work Order.
- Microsoft's performance of Support Services is dependent on End Customer's or End Customer Affiliate(s)' cooperation, active participation, and timely completion of assigned responsibilities and is subject to the additional terms and conditions as described in the USSD, any **Additional Services Appendix(s)**, or this End Customer Agreement.
- Microsoft may use contractors to perform services but will be responsible for their performance.
- End Customer acknowledges that Microsoft may contact End Customer directly to verify End Customer's or End Customer Affiliate(s) compliance with this End Customer Agreement and Partner's compliance with the Partner Work Order. For purposes of such verification, if requested by Microsoft, End Customer agrees that it will provide Microsoft with requested information within fourteen (14) calendar days of such Microsoft request, including but not limited to copies of quotes, tender documentation, invoices, or copies of any contracts between Partner and End Customer.
- End Customer acknowledges and agrees that:
 - Microsoft is a third-party beneficiary of this End Customer Agreement or, if the Applicable Law does not recognize the rights of, or existence of, third-party beneficiaries, Partner is a trustee of Microsoft for the limited purpose of holding in trust for Microsoft the rights and benefits (including covenants, acknowledgements, waivers, disclaimers, limitations of liability and indemnities) set out herein in favor of Microsoft, including in its capacity as a supplier, contractor or subcontractor of Partner;
 - Microsoft is entitled to and hereby accepts the rights and benefits (including covenants, acknowledgments, waivers, disclaimers, limitations of liability and indemnities) set out herein in favor of Microsoft, including in its capacity as a supplier, contractor or subcontractor of Partner, and as result of Microsoft's acceptance of these rights and benefits they may not be revoked by the End Customer
 - To the extent permitted by the Applicable Law, Microsoft may enforce the provisions of this End Customer Agreement as if it were a party hereto and without being required to add Partner as a party to any proceedings for such enforcement. Where not permitted, the Partner agrees to enforce the provisions of this End Customer Agreement on Microsoft's behalf and in accordance with Microsoft's instructions.

4. Use, ownership and rights

4.1 Products. All products and related solutions provided to End Customer or End Customer Affiliate(s) will be licensed according to the terms of the applicable licensing enrollments and

agreements as indicated in **Appendix A**. End Customer or End Customer Affiliate(s) is responsible for paying any licensing fees associated with Products.

- 4.2 Fixes.** Fixes are licensed according to the license terms applicable to the Product to which those Fixes are related. If the Fixes are not provided for a specific Product, any other use terms Microsoft provides with the Fixes will apply.
- 4.3 Pre-existing Work.** All rights in Pre-existing Work shall remain the sole property of the party providing the Pre-existing Work. Each party may use, reproduce, and modify the other party's Pre-existing Work only as needed to perform obligations related to Support Services.
- 4.4 Services Deliverables.** Upon full payment to Microsoft, Microsoft grants End Customer a non-exclusive, non-transferable perpetual, fully paid-up license to reproduce, use and modify the Services Deliverable, solely in the form delivered to End Customer and solely for End Customer's internal business purposes, subject to the terms and conditions of this End Customer Agreement. End Customer may not license, sell or otherwise distribute copies of the Service Deliverables to any third party except to their contractors providing services solely for End Customer's benefit. End Customer may use the information contained in the Service Deliverables for any purpose whatsoever, subject to their confidentiality obligations pertaining to Support Services.
- 4.5 Non-Microsoft software and technology.** End Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with Products, Fixes, or Services Deliverables.
- 4.6 End Customer Affiliate's rights.** End Customer may: (i) provide access to Support Services provided under this End Customer Agreement, and (ii) sublicense the rights contained in the Service Deliverables subsection of this section relating to Services Deliverables to any End Customer Affiliate that was an End Customer Affiliate as of the effective date of the Partner Work Order, provided that End Customer Affiliates may not sublicense these rights. Any use of Support Services by an End Customer Affiliate must be consistent with the terms contained in this End Customer Agreement. End Customer remains responsible for any acts or omissions of End Customer Affiliates.
- 4.7 Reservation of rights.** Products, Fixes, and Services Deliverables are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give End Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.
- 4.8 Restrictions.** End Customer must not (and is not licensed to): (i) reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable; (ii) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in any other license terms; or (iii) work around any technical limitations in a Product, Fix or Services Deliverable or restrictions in Product documentation. Except as expressly permitted in this End Customer Agreement or Product documentation, End Customer must not (and is not licensed to) (a) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (b) distribute,

sublicense, rent, lease, lend or use any Products, Fixes, or Services Deliverables, in whole or in part, or use them to offer hosting services to a third party.

5. Microsoft Products and Services Data Protection Addendum

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

The data protection terms applying to Professional Services in effect on the effective date of the Partner Work Order and available at <https://aka.ms/dpa> (“DPA”) are incorporated herein by this reference. Support Services provided under this End Customer Agreement will be deemed to be “Professional Services” under the DPA.

For liability arising out of Microsoft’s confidentiality obligations relating to Professional Services Data provided under this End Customer Agreement, Microsoft’s maximum, aggregate liability to the End Customer is limited to direct damages finally awarded in an amount not to exceed the amounts Partner paid for the applicable Professional Services under the Partner Work Order.

End Customer agrees to meet the customer obligations within the DPA.

6. Confidentiality

6.1 Protection of Confidential Information. End Customer and Microsoft will take reasonable steps to protect the other’s Confidential Information and will use the other party’s Confidential Information only for purposes of the parties’ business relationship. Neither party will disclose Confidential Information to third parties, except to its Representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this End Customer Agreement. Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

6.2 Disclosure required by law. End Customer or Microsoft may disclose the other’s Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to legally object to such disclosure.

6.3 Residual information. Neither End Customer nor Microsoft is required to restrict the work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives’ unaided memories in the development or deployment of the parties’ respective products or services does not create liability under this End Customer Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

6.4 Duration of Confidentiality obligation. These obligations apply for a period of five years after a party receives Confidential Information.

7. Warranty.

EXCEPT AS STATED IN THE **LIMITED WARRANTY** SECTION ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, END CUSTOMER DISCLAIMS AND EXCLUDES, ON

MICROSOFT'S BEHALF AND ON BEHALF OF MICROSOFT'S SUPPLIERS AND SUBCONTRACTORS, ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES, GUARANTEES, OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY CONDITION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SUPPORT SERVICES, SERVICES DELIVERABLES, FIXES, PRODUCTS, OR ANY OTHER MATERIALS OR INFORMATION PROVIDED HEREUNDER.

8. Microsoft Limitation of Liability.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS END CUSTOMER AGREEMENT, NEITHER MICROSOFT NOR THEIR CONTRACTORS WILL BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUES BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION OR DATA, OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES ARISING IN CONNECTION WITH THIS END CUSTOMER AGREEMENT, THE USSD, SUPPORT SERVICES, FIXES, PRODUCTS, OR ANY OTHER MATERIALS OR INFORMATION, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. IN ANY EVENT, WHATEVER THE LEGAL BASIS FOR THE CLAIM, MICROSOFT'S TOTAL CUMULATIVE LIABILITY (IF ANY) IS LIMITED TO DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED 100% OF THE FEES PAID, DUE, OR OWING TO MICROSOFT UNDER THE PARTNER WORK ORDER DURING THE 12-MONTH PERIOD PRIOR TO THE DATE ON WHICH THE RIGHT TO ASSERT A CLAIM FIRST AROSE.

END CUSTOMER AGREES THAT MICROSOFT'S LIABILITY FOR ANY DAMAGES OR INDEMNITY SHALL BE REDUCED TO THE EXTENT THAT END CUSTOMER OR ITS AGENTS CAUSED OR CONTRIBUTED TO THE HARM GIVING RISE TO THE DAMAGES OR INDEMNITY OBLIGATION.

9. Duty to Defend.

Unless prohibited by Applicable Law, End Customer will defend Microsoft against any third-party claim to the extent it alleges that End Customer's specific use of any Product, Fix, or Services Deliverable alone or in combination with anything else, violates the Applicable Law or damages a third party.

10. Term and Termination

10.1 Support Services Term. The Support Services Commencement Date is **5/1/2026** the Support Services Expiration Date is **4/30/2029**.

10.2 Suspension/Termination of Support Services. End Customer's or End Customer Affiliate(s)' right to receive Support Services, as described in this End Customer Agreement, is subject to Partner's compliance with the terms and conditions of the Partner Work Order, and End Customer's and End Customer Affiliate(s) compliance with this End Customer Agreement. If the Partner Work Order is terminated or expires, End Customer's and End Customer Affiliate(s)' right to receive Support Services from Microsoft under this End Customer Agreement will be terminated.

Microsoft reserves the right, in its sole discretion, to suspend or terminate the provision of the Support Services in response to a violation(s) of any of the terms of this End Customer

Agreement, and Microsoft will have no liability to Partner or End Customer because of any such suspension or termination.

10.3 Effect of Termination of Partner Work Order. If the Partner Work Order is terminated or expires, End Customer's right to receive Support Services from Microsoft under this Work Order will be terminated.

10.4 Effect of Termination of Partner Agreement. If the Partner Agreement is terminated for any reason or a Partner is no longer a participant in the Unified Support Partner Broker Program,

- a) the provisions of the Partner Agreement, as incorporated into the Partner Work Order, will remain applicable until the expiration or termination of the Partner Work Order, except that, if the Partner Agreement is terminated by Microsoft because of a Partner's breach, Microsoft may also terminate the Partner Work Order and withhold Support Services to End Customer, and
- b) any future transactions for an End Customer for which Partner had entered into the Partner Work Order will be redirected to another participating partner in the Unified Support Partner Broker Program, and no further amendments to the Partner Work Order will be allowed.

11. Additional Terms

Partner may specify additional terms related to the provision of Support Services to End Customer, including but not limited to fees and payment terms. Such additional terms shall be determined by Partner and End Customer and documented outside of this End Customer Agreement. Microsoft is not a party to those terms.

12. End Customer Information

12.1 End Customer Location.

<i>End Customer Information</i>	
End Customer Name The City of Huntsville	
Street Address 305 Fountain Cir	
City HUNTSVILLE	State/Province Alabama
Country United States	Postal Code 35801-4240

12.2 End Customer Support Contact(s). End Customer support contact is set forth below and any changes to the named contacts should be submitted to the Microsoft Contact.

Name of End Customer Support Service Administrator Randy Silk
--

Street Address 305 Fountain Circle		Contact E-Mail Address randall.silk@huntsvilleal.gov	
City Huntsville	State/Province Alabama	Phone (256) 427-6702	
Country United States	Postal Code 35801	Fax	

13. Microsoft Contact

Microsoft contact for questions and notices:

Microsoft contact name Brian O'Keeffe	
Phone	Contact e-mail address brianokeeffe@microsoft.com

Authorization

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the latest signature below.

The City of Huntsville

SHI International Corp.

By: _____
Authorized Signature

Name

Title

Date

By: *Erin Rose* _____
Authorized Signature
Erin Rose

Name
Manager - Contracts

Title
April 17, 2026

Date

President of the City Council of the City of Huntsville, Alabama

Date: _____

Appendix A to End Customer Agreement

Below is a list of End Customer's declared licensing enrollments and agreements for which Microsoft will provide Support Services as defined within this End Customer Agreement.

Customer Name	Licensing Program	Licensing Enrollment/Agreement Number/Billing Account ID
CITY OF HUNTSVILLE	Enterprise 6	50130212
CITY OF HUNTSVILLE-50130212-AZURE COMMERCIAL	Enterprise 6	8139687
City of Huntsville, AL	Select Plus	7101961

Appendix B to End Customer Agreement
Additional Services Appendix

The parties agree the following terms only apply to Microsoft Cybersecurity Incident Response ("MSCIR"), as defined in the below **Microsoft Support Services Exhibit: Cybersecurity Incident Response Services**.

- **Unforeseen Circumstances.** If there are unforeseen circumstances, Microsoft will not be responsible for any delay or inability to perform the Cybersecurity Incident Response Services. Unforeseen Circumstances means events beyond Microsoft's reasonable control that 1) could not have been prevented by commercially reasonable diligence, including but not limited to war, natural disasters, widespread failures of third-party networks or infrastructure or labor disputes; or 2) are due to legal prohibition, including but not limited to, passing of a statute, decree, regulation or order (including visa requirements).

- **Public Statements.** Neither Partner nor End Customer is permitted to make any public statements identifying or regarding Microsoft, its Affiliates, or its contractors/subcontractors in relation to a cyber-attack incident or the MSCIR services, findings, Services Deliverables, or other information provided under this Work Order without Microsoft's express prior written consent.

Microsoft Support Services Exhibit Cybersecurity Incident Response Services

This Exhibit is made pursuant to the End Customer Agreement identified above ("Work Order"). The terms of the Unified Support Services Description ("USSD") and Work Order are incorporated herein by this reference. Any terms not otherwise defined herein will assume the meanings set forth in the USSD and Work Order.

The term of the Cybersecurity Incident Response Services will commence on 5/1/2026 ("Cybersecurity Incident Response Services Start Date") and will expire on 4/30/2029 ("Cybersecurity Incident Response Services Expiration Date")

1 Overview and scope of coverage

End Customer is entitled to the below specialized cybersecurity-related assistance with the purchase of Microsoft Cybersecurity Incident Response ("MSCIR").

1.1 Onboarding

MSCIR services will be provided to End Customer by a team of Microsoft support resources that may include:

- A Unified Support Customer Support Account Manager ("CSAM").
- Microsoft support engineers with security expertise.
- Microsoft engineers from the Microsoft Incident Response ("MSIR") team with deep knowledge of cybersecurity incident response.
- Microsoft Security Cloud Solution Architects ("CSA"s) with specialized skills to augment the MSIR team.
- Additional Microsoft security experts, at the discretion of the MSIR team.

How to Engage for a Cyber-attack incident:

- Open a reactive support case, as outlined in the USSD, noting a potential security incident. Initial investigation will be performed, and the MSIR team will be engaged when deeper investigation and/or containment measures are warranted.
- Standard expected response times apply for all reactive support cases.

How to Engage for pre-incident MSCIR services:

- Contact the CSAM to scope and schedule pre-incident MSCIR services.

1.2 Incident Response Services

- Services Within Scope

Pre-Incident Services	
Areas within scope	Description
<ul style="list-style-type: none">• Threat Briefing	Highly specialized Microsoft Security researchers provide tailored threat intelligence

Pre-Incident Services	
Areas within scope	Description
	advisory services, enhancing defense strategy with customized threat intelligence informed by industry-specific threats.
<ul style="list-style-type: none"> • Tabletop Enhanced (Premium) 	Helps identify potential gaps in incident response plan and improves collective decision-making during incidents. End Customer's team will walk through security events, providing evidence to Microsoft engineers who will guide and help evaluate End Customer's ability to identify and respond to each scenario. Includes collaborative exercise guiding participants through simulated incident scenarios.
<ul style="list-style-type: none"> • Proactive Identity Assessment 	Helps to protect from targeted attacks by sophisticated adversaries and criminal organizations, offering a thorough evaluation of Control Plane, pinpointing critical security risks and providing actionable recommendations.
<ul style="list-style-type: none"> • Proactive Identity Hardening 	Utilizes automation to deploy Secure Keyboard, including Conditional Access Policies, required Groups, Break Glass Accounts, Intune Policies and AutoPilot. Includes the continued deployment of the tiering model, onboarding one workload to Tier 1. Optional security assessment of Entra ID, discussions on recommended practices for MDE, MDI and MDC. Also initiates Laps implementation.
<ul style="list-style-type: none"> • Compromise Assessment 	Highly specialized Microsoft resources providing remote analysis, effectively serving as an incident response prior to an actual emergency. Assessment will provide the findings that identify systems that may be compromised or vulnerable, along with recommendations to guide End Customer on taking proactive measures to improve security posture.

On-Premises System Investigation	
Areas within scope	Description

<ul style="list-style-type: none"> • Investigation of Windows environments, including: <ul style="list-style-type: none"> ○ Workstations ○ Member servers ○ Domain controllers • Investigation of Linux environments within the supported distributions/versions. 	<ul style="list-style-type: none"> • The assessment provides: <ul style="list-style-type: none"> ○ Threat hunt and forensic analysis of machines of interest. ○ Reverse engineering of suspicious files. ○ Security configuration assessment of Active Directory/Microsoft Entra ID. ○ Analysis /remediation of supported endpoints • Linux endpoints may be in scope for cybersecurity Incident Response engagements, but in a limited format. In-scope, non-Windows operating systems may include, but are not limited to: <ul style="list-style-type: none"> ○ Red Hat—Red Hat Enterprise Linux (RHEL), Fedora, CentOS, AlmaLinux, and Oracle Linux. ○ Debian—Debian, Ubuntu, Mint OS, and Kali. ○ SUSE—openSUSE, SUSE Linux enterprise desktop (SLED), and SUSE Linux Enterprise Server (SLES). • Investigation of MacOS systems, where Defender for Endpoint (MDE) can be deployed <p>Note that compatibility with Microsoft security technologies may be dependent on kernel version. Previous kernel versions may be supported on a commercially reasonable effort basis.</p> <ul style="list-style-type: none"> • Out-of-scope operating systems include (but are not limited to): <ul style="list-style-type: none"> ○ Custom Linux kernels ○ BSD
<ul style="list-style-type: none"> • Microsoft Entra ID & O365 Investigation: <ul style="list-style-type: none"> ○ Microsoft will assist with assessment of Microsoft Entra ID/Office 365 environments, including: <ul style="list-style-type: none"> ▪ O365 tenant(s) ▪ Microsoft Entra ID (AAD) 	<ul style="list-style-type: none"> • Assessment provides: <ul style="list-style-type: none"> ○ Investigation of suspected identities and potentially compromised accounts ○ Investigation of key data points across O365 services ○ Security components assessment of O365 Architecture ○ Risk management recommendations to protect O365 services ○ Custom threat profile of high-risk users

<ul style="list-style-type: none"> • Tactical Recovery & Containment: <ul style="list-style-type: none"> ○ Assistance in containing and recovering from a security incident. 	<ul style="list-style-type: none"> • Includes support for: <ul style="list-style-type: none"> ○ Restoration and hardening of critical Tier 0 assets, such as Microsoft Entra ID, HyperV, Windows Server Update Services (WSUS), Active Directory Federation Services (AD FS), and Active Directory Certificate Services (AD CS). ○ Hardening of key cloud services related to the protection of attack paths frequently used by Threat Actors in products such as Exchange Online Protection (EOP), Defender for Office 365 (MDO), Microsoft Entra ID and it's associated sub-services. ○ Regain control of the End Customer's Microsoft identity by disrupting the attacker's activity. This may be achieved through a combination of actions including: close the Command-and-Control (C2) channels, harden identity, endpoints, and servers, isolate and rebuild planning and support or guidance of compromised systems.
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1.3 Services Out of Scope – Incident Response

Anything not explicitly listed in "Areas Within Scope/Description" is out of scope for this service, including but not limited to the following:

- Analysis of Networking equipment
- Comprehensive analysis of endpoints running legacy (unsupported) operating systems
- Data migration activities
- Provision of formal training
- Decryption support for encrypted files or hosts
- Investigation, validation, or remediation of individual security alerts or indicators of compromise outside of active incident response engagement
- Constant, or continuous, security monitoring after the engagement has concluded and/or monitoring outside of standard business hours
- Providing decryptors for encrypted systems
- Ransomware negotiation
- Any work that is required to meet evidentiary standards for legal admissibility in a court of law
- Preparation of systems run books, playbooks, or operational manuals
- Project management of individual projects
- Asset discovery and inventory
- Denial of Service (DoS) attack

2 Assumptions

MSCIR services delivered under this Exhibit are based on the following prerequisites and assumptions:

- This Exhibit is considered the baseline scope document outlining Microsoft's responsibilities for assistance.
- This Exhibit is generated based upon currently known information deemed to be accurate and correct.
- All MSCIR service resources will have the appropriate level of security access and access to relevant data required to complete project-related efforts.
- All work is delivered during normal business hours unless otherwise mutually agreed.
- MSCIR is typically staffed by a shared cybersecurity incident responder resource pool.
- Only currently supported Microsoft operating systems are guaranteed to be in-scope. Non-supported Microsoft operating systems may be deprecated from analysis at any time.
- Written deliverables are available in English language only.
- Services may be delivered remotely or onsite at End Customer location based on the agreement of the parties.
- Notwithstanding the USSD, a previously scheduled paid additional service may not be canceled or rescheduled and is non-refundable unless both the End Customer and Microsoft mutually agree otherwise in writing.

3 End Customer's responsibilities

- Provide accurate and complete information, as needed, including identification of systems of interest, overviews of IT infrastructure/topology, and findings from relevant investigation(s).
- Provide subject matter specialists and systems administrators, as necessary, so that proper access to system(s) may be obtained.
- Provide timely decisions and approvals by management, as needed.
- Grant full empowerment for MSCIR responders to fully perform the forensic investigative processes and procedures it employs as part of its standard protocols, free of encumbrances created by third parties, such as other incident response vendors. Any failure by End Customer, or its representatives or agents, to fully empower Microsoft to perform its work may result in delays of service or inadequate outcomes.

4 End Customer system requirements

- An operational solution to remotely deploy the required tools for the MSCIR engagement (e.g., SCCM, Active Directory GPO, or other).
- Provide Microsoft Entra ID accounts with Global Administrator permissions, as needed.
- Deployment of specialized analytics tools indicated and provided by the MSCIR delivery team. Tools required for analysis may include the following, among a range of potentially required analytics tools:
 - Fennec: Fennec is a Microsoft proprietary tool, which will be provided by Microsoft directly to the End Customer when ready to deploy. Fennec is an "agentless", one-time scanning tool that provides an investigative snapshot of scanned machines.
 - Linux Forensic Examination Tool ("LIFE"): LIFE is a proprietary tool, which will be provided by Microsoft directly to the End Customer when ready to deploy. LIFE gathers a snapshot of information about files, programs, processes, and users on Linux machines throughout their organization to augment the Incident Response investigation.
 - FoX: FoX is a proprietary forensics tool deployed to machines of particular interest or where deeper additional information is required.

- o Arctic: Arctic is a tactical identity forensics tool that enumerates aspects of Active Directory Domain Services to allow for identification of adversary persistence
- o Cosmic: COSMIC is an Azure cloud forensics tool that enumerates aspects of Entra ID to allow for identification of adversary persistence.
- o Microsoft Defender for Endpoint: Microsoft's endpoint detection and response (EDR) solution provides continuous monitoring for additional adversary activity. An agent is required for in-scope, non-Windows 10/11 machines.
- o Microsoft Defender for Identity: Defender for Identity analyzes authentication traffic on End Customer's Domain Controllers to identify suspicious activity and identity-based attacks. Solution requires an agent to be deployed to each Domain Controller, Active Directory Certificate Services (ADCS) and Active Directory Federation services (ADFS) where applicable.

5 Access required for analysis

- Global Administrator access in Microsoft Entra ID is required for successful completion of the engagement.
- Microsoft may leverage access into End Customer's Azure and Office 365 environment to perform analysis and investigation.

Note: Microsoft will notify End Customer if additional tools are required based on initial findings and understanding of the specific scenario.

6 Deliverables

Deliverables for MSCIR engagements may include:

Deliverable	Description
Outbrief Report	An "outbrief" document in Microsoft PowerPoint format, prepared by the delivery team, summarizing key investigative findings, which may include assessment of risk and/or recommendations for remediation
Outbrief Presentation	An outbrief presentation to End Customer verbally to communicate the findings described in the outbrief document
Timeline Report	If technically feasible and supporting data exists, a timeline document in Microsoft Excel identifying and documenting the location of relevant supporting data and files analyzed during the course of the engagement
Power BI Dashboard	A Microsoft Power BI Dashboard showing technical information concerning the findings from the Fennec scanner, except in rare circumstances when it cannot be generated for technical reasons

Deliverables (as defined above) will be delivered within the ten (10) calendar days following the conclusion of the MSCIR engagement, unless End Customer chooses not to receive the Deliverables. The End Customer's choice not to receive the Deliverables is no fault of Microsoft under any circumstances, and any obligation of Microsoft to deliver said Deliverable(s) expires ten (10) calendar days after the final day of the engagement, unless otherwise mutually agreed by Microsoft and End Customer.

MSCIR deliverables may provide the following:

- Identity of systems that may be compromised
- Identity of systems that may be vulnerable (e.g., machines missing critical patches and/or antivirus definitions and identification of commonly exploited applications)

- Results of forensic analysis of hosts of interest
- Results of reverse engineering of suspicious files
- Guidance for End Customer to take proactive steps to improve their security posture

MSCIR deliverables do not provide the following:

- Attribution of attacker including the identity, motives or origin
- Chain of custody of evidence (e.g., IOCs)
- Compliance assessment with any standard or framework, e.g., security or privacy standards
- Remediation efforts
- Source code review
- Organizational change management
- Technical and/or architectural IT systems design
- Detailed analysis or risk assessments of existing security controls and how they are implemented

End Customers who seek findings pertaining to compliance and regulations should be conducted separately by professional services firms that specialize in audit and assurance. End Customers should independently validate whether a cyber-attack incident is covered by their insurance policy, if applicable.

7 Fees

Fees associated with this Exhibit will be detailed in the Work Order.



Pricing Proposal
 Quotation #: 27365033
 Reference #: EA 50130212
 Created On: 4/2/2026
 Valid Until: 4/30/2026

**AL-City of Huntsville Information Technology Services
 Department**

**PubSec Microsoft
 Account Executive**

Randy Silk
 P.O. BOX 308
 Huntsville, AL 35801
 United States
 Phone: 2565648067
 Fax:
 Email: randall.silk@huntsvilleal.gov

Corinne Walsh
 SHI International Corp
 290 Davidson Ave
 Somerset, NJ 08873
 Phone: 201-814-6660
 Fax: 512-732-0232
 Email: corinne_walsh@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Retail	Your Price	Total
1 Win Enterprise Device ALng SA Microsoft - Part#: KV3-00368 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2026 – 4/30/2027 Note: Renewal - Year 1 of 3 - Payment Schedule Below	100	\$55.34	\$49.56	\$4,956.00
2 Visual Studio Ent with GitHub ALng SA Microsoft - Part#: QEJ-00003 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2026 – 4/30/2027 Note: Renewal - Year 1 of 3 - Payment Schedule Below	1	\$0.00	\$1,090.77	\$1,090.77
3 Visual Studio Pro with GitHub ALng SA Microsoft - Part#: QEK-00003 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2026 – 4/30/2027 Note: Renewal - Year 1 of 3 - Payment Schedule Below	18	\$0.00	\$312.46	\$5,624.28
4 SQL Server Enterprise Core ALng SA 2L Microsoft - Part#: 7JQ-00343 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2026 – 4/30/2027 Note: Renewal - Year 1 of 3 - Payment Schedule Below	20	\$2,563.00	\$2,515.51	\$50,310.20
5 SQL Server Standard Core ALng SA 2L	36	\$669.00	\$656.07	\$23,618.52

Microsoft - Part#: 7NQ-00292
 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER
 (SVAR)
 Contract #: CTR060028
 Subcontract #: MA230000003919
 Coverage Term: 5/1/2026 – 4/30/2027
Note: Renewal - Year 1 of 3 - Payment Schedule Below

6	System Center Standard Core ALng SA 2L Microsoft - Part#: 9EN-00198 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2026 – 4/30/2027 Note: Renewal - Year 1 of 3 - Payment Schedule Below	20	\$21.00	\$20.02	\$400.40
7	Win Server DC Core ALng SA 2L Microsoft - Part#: 9EA-00278 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2026 – 4/30/2027 Note: Renewal - Year 1 of 3 - Payment Schedule Below	100	\$142.97	\$140.90	\$14,090.00
8	Win Server Standard Core ALng SA 2L Microsoft - Part#: 9EM-00270 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2026 – 4/30/2027 Note: Renewal - Year 1 of 3 - Payment Schedule Below	440	\$21.94	\$21.63	\$9,517.20
9	M365 G5 FSA Renewal GCC Sub Per User Microsoft - Part#: AAL-48033 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2026 – 4/30/2027 Note: Renewal - Year 1 of 3 - Payment Schedule Below	1150	\$0.00	\$453.46	\$521,479.00
10	M365 G5 GCC Sub Per User Microsoft - Part#: AAL-45735 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2026 – 4/30/2027 Note: Renewal - Year 1 of 3 - Payment Schedule Below	605	\$0.00	\$495.98	\$300,067.90
11	Copilot Studio Legacy USL GCC Sub Per User Microsoft - Part#: 8S2-00003 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2026 – 4/30/2027 Note: Renewal - Year 1 of 3 - Payment Schedule Below	10	\$0.00	\$0.00	\$0.00
12	M365 Copilot GCC Sub Add-on	50	\$0.00	\$370.80	\$18,540.00

Microsoft - Part#: EP2-24658
 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER
 (SVAR)
 Contract #: CTR060028
 Subcontract #: MA230000003919
 Coverage Term: 5/1/2026 – 4/30/2027
Note: Renewal - Year 1 of 3 - Payment Schedule Below

13	Visio P2 FSA GCC Renewal Sub Per User Microsoft - Part#: 9K4-00003 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2026 – 4/30/2027 Note: Renewal - Year 1 of 3 - Payment Schedule Below	16	\$0.00	\$117.91	\$1,886.56
14	Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2026 – 4/30/2027 Note: Renewal - Year 1 of 3 - Payment Schedule Below	6	\$0.00	\$138.68	\$832.08
15	Win OLS Activation User GCC Sub Per User Microsoft - Part#: VRM-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2026 – 4/30/2027 Note: Renewal - Year 1 of 3 - Payment Schedule Below	1755	\$0.00	\$0.00	\$0.00
16	Copilot Studio GCC Sub (Messages) Microsoft - Part#: YGD-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2026 – 4/30/2027 Note: Renewal - Year 1 of 3 - Payment Schedule Below	1	\$0.00	\$2,472.00	\$2,472.00
17	Defender + Purview Suite FLW GCC Sub Add-on Microsoft - Part#: 91C-00004 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2026 – 4/30/2027 Note: Renewal - Year 1 of 3 - Payment Schedule Below	491	\$0.00	\$120.74	\$59,283.34
18	EOA Exchange Online GCC Sub Per User Microsoft - Part#: 4ES-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2026 – 4/30/2027 Note: Renewal - Year 1 of 3 - Payment Schedule Below	491	\$0.00	\$28.68	\$14,081.88
19	Exchange Online Kiosk GCC Sub Per User	290	\$0.00	\$21.75	\$6,307.50

Microsoft - Part#: 3PS-00001
 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER
 (SVAR)
 Contract #: CTR060028
 Subcontract #: MA230000003919
 Coverage Term: 5/1/2026 – 4/30/2027
Note: Renewal - Year 1 of 3 - Payment Schedule Below

20	M365 F3 Unified GCC Sub Per User	491	\$0.00	\$84.42	\$41,450.22
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Microsoft - Part#: AAD-63092
 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER
 (SVAR)
 Contract #: CTR060028
 Subcontract #: MA230000003919
 Coverage Term: 5/1/2026 – 4/30/2027
Note: Renewal - Year 1 of 3 - Payment Schedule Below

21	Planner & Project P3 GCC Sub Per User	1	\$0.00	\$277.36	\$277.36
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Microsoft - Part#: 7MS-00001
 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER
 (SVAR)
 Contract #: CTR060028
 Subcontract #: MA230000003919
 Coverage Term: 5/1/2026 – 4/30/2027
Note: Renewal - Year 1 of 3 - Payment Schedule Below

22	Teams AC with Dial Out US/CA GCC Sub Add-on	491	\$0.00	\$0.00	\$0.00
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Microsoft - Part#: NYH-00001
 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER
 (SVAR)
 Contract #: CTR060028
 Subcontract #: MA230000003919
 Coverage Term: 5/1/2026 – 4/30/2027
Note: Renewal - Year 1 of 3 - Payment Schedule Below

23	Teams Rooms Pro GCC Sub Per Device	51	\$0.00	\$435.07	\$22,188.57
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Microsoft - Part#: VA1-00001
 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER
 (SVAR)
 Contract #: CTR060028
 Subcontract #: MA230000003919
 Coverage Term: 5/1/2026 – 4/30/2027
Note: Renewal - Year 1 of 3 - Payment Schedule Below

24	Visio P1 GCC Sub Per User	2	\$0.00	\$46.23	\$92.46
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Microsoft - Part#: HWT-00001
 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER
 (SVAR)
 Contract #: CTR060028
 Subcontract #: MA230000003919
 Coverage Term: 5/1/2026 – 4/30/2027
Note: Renewal - Year 1 of 3 - Payment Schedule Below

	Subtotal	\$1,098,566.24
	Total	\$1,098,566.24

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts,

please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Year 1 (5/1/26 - 4/30/27): \$1,098,566.24

Year 2 (5/1/27 - 4/30/28): \$1,153,292.00

Year 3 (5/1/28 - 4/30/29): \$1,257,329.34

Total: \$3,509,187.58

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Pricing Proposal
 Quotation #: 27412219
 Created On: 4/14/2026
 Valid Until: 5/14/2026

**AL-City of Huntsville Information Technology Services
 Department**

**PubSec Microsoft
 Account Executive**

Randy Silk
 P.O. BOX 308
 Huntsville, AL 35801
 United States
 Phone: 2565648067
 Fax:
 Email: randall.silk@huntsvilleal.gov

Corinne Walsh
 SHI International Corp
 290 Davidson Ave
 Somerset, NJ 08873
 Phone: 201-814-6660
 Fax: 512-732-0232
 Email: corinne_walsh@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Retail	Your Price	Total
1 Unified Enterprise and Cybersecurity Incident Response - Year 1 Microsoft - Part#: NPN-MICRO-UNIFI-A Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2026 – 4/30/2027	1	\$0.00	\$337,546.07	\$337,546.07
2 Unified Enterprise and Cybersecurity Incident Response - Year 2 Microsoft - Part#: NPN-MICRO-UNIFI-A Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2027 – 4/30/2028	1	\$0.00	\$367,266.30	\$367,266.30
3 Unified Enterprise and Cybersecurity Incident Response - Year 3 Microsoft - Part#: NPN-MICRO-UNIFI-A Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2028 – 4/30/2029	1	\$0.00	\$385,525.98	\$385,525.98
			Subtotal	\$1,090,338.35
			Total	\$1,090,338.35

Additional Comments

Payment schedule
 Year 1: \$337,546.07 (5/1/26-4/30/27)
 Year 2: \$367,266.30 (5/1/27-4/30/28)
 Year 3: \$385,525.98 (5/1/28-4/30/29)
 Total: \$1,090,338.35

Please see attached Additional Terms for SHI Quote 27412219.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.