

THIRD AMENDMENT  
TO AGREEMENT NO. 10-2903  
BETWEEN THE CITY OF LOS ANGELES  
AND  
MICROSOFT CORPORATION

THIS THIRD AMENDMENT to Agreement No. 10-2903 is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board"), and MICROSOFT CORPORATION ("Consultant") as follows:

1. Subsection B.1. of Article III entitled EFFECTIVE DATE AND TERM OF AGREEMENT is amended to extend the term an additional three years, and will read:

"B This Agreement shall be in full force and effect commencing from the date of execution and shall continue until the earlier of the following occurs:

1. Nine (9) years have lapsed from the Effective Date of this Agreement."

Except as amended herein, all remaining terms and conditions of Agreement No. 10-2903 shall remain in full force and effect.

////

////

////

////

IN WITNESS THEREOF, the parties hereto have executed this Third Amendment to Agreement No. 10-2903 on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners

Dated: \_\_\_\_\_, 2016

By: \_\_\_\_\_  
EUGENE D. SEROKA  
Executive Director

Attest: \_\_\_\_\_  
Board Secretary

MICROSOFT CORPORATION

Dated: April 26, 2016

By: David T. Gallagher

David T. Gallagher Director of Contracts  
(Print/type name and title)

Attest: Melissa Ranslem

Melissa Ranslem Contracts Manager  
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

Mac 4, 2016

MICHAEL N. FEUER, City Attorney  
JANNA B. SIDLEY, General Counsel

By: Justin Houterman  
JUSTIN HOUTERMAN, Deputy

JH:jrs  
04/20/16  
Attachment

Account#	54110/54310	W.O. #	
Ctr/Div#	0640	Job Fac #	
Proj/Prog#			
Budget FY:		Amount:	
16/17	\$ 65,020	54310	\$116,570
17/18	\$ 66,971	54310	\$ 235,139
18/19	\$ 68,980	54310	\$ 235,139
TOTAL:	\$ 787,819		
For Acct/Budget Div. Use Only:			
Verified by:	<u>[Signature]</u>		
Verified Funds Available:	<u>7000</u>		
Date Approved:	<u>5/3/16</u>		

Microsoft Premier Support Services Description Schedule:  
 Fee and Named Contacts:

(Microsoft Affiliate to complete)

**Premier Support Services Description Number**

(Microsoft Affiliate to complete)

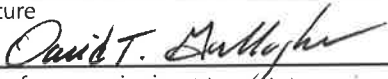
Schedule Number

001415935
REN_001415935

Customer Name: **Port of Los Angeles**

This Schedule is made pursuant to the Microsoft Premier Support Services Description identified above (the "**Services Description**"). The terms of the Services Description and applicable Exhibits are incorporated herein by this reference and by accepting Our performance of Services under this Schedule You agree to be bound by these terms. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement and the Services Description.

By signing below the parties acknowledge and agree to be bound to the terms of the Agreement and this Services Description.

Customer	Microsoft Affiliate
Name of Customer (please print) <b>Port of Los Angeles</b>	Name <b>Microsoft Corporation</b>
Signature	Signature 
Name of person signing (please print)	Name of person signing (please print) <b>David T. Gallagher</b>
Title of person signing (please print)	Title of person signing (please print) <b>Director of Contracts</b>
Date	Date <b>5-2-16</b>
Term	
This Schedule will commence on <b>11/01/2016</b> (the "Commencement Date") and will expire on <b>10/31/2019</b> (the "Expiration Date").	

**1. PREMIER SUPPORT SERVICES AND FEES.** The quantities listed in the table below represent the amount of Services that You have pre-purchased for use during the term of this Schedule and applicable fees.

**a. Fee Summary**

	Year 1	Year 2	Year 3	3 Year Total
Country: United States	\$65,020	\$66,971**	\$68,980**	\$200,971**
<b>Total – Premier Services</b>	<b>\$65,020</b>	<b>\$66,971**</b>	<b>\$68,980**</b>	<b>\$200,971**</b>
***Professional Services (Optional)	\$116,570	\$235,139	\$235,139	\$586,848
<b>Total – w/ Optional services</b>	<b>\$181,590</b>	<b>\$302,110**</b>	<b>\$304,119**</b>	<b>\$787,819**</b>

\*\*For this multi-year FNC, base year services, including any additional services purchased during the base year as referenced above shall be forfeited if not utilized during such base year. Option year services will similarly expire at the end of each respective option year in which they were purchased

\*\*\*\* For this multi-year FNC, any Base Year Professional Services shown herein shall be forfeited if not purchased during such Base Year. Any such Option Year Professional Services will similarly expire at the end of each respective Option Year if not purchased during such option period. In the event you wish to

purchase Professional Services, a Professional Services Exhibit must be executed with the precise scope at the time such services are purchased.

**b. Services by Support Location**

<b>Country : United States</b> (Premier Standard 0) Year 1 11/01/2016 – 10/31/2017
<ul style="list-style-type: none"> <li>• Support Account Management (Included 120 Hours)</li> <li>• Up to 120 hours for Support Assistance*</li> <li>• Up to 40 hours for Problem Resolution Support</li> <li>• Twelve (12) Onsite Services Resource Site Visit</li> <li>• Unlimited User Access to Premier Online Website</li> </ul>

<b>Country : United States</b> (Premier Standard 0) Year 2 11/01/2017 – 10/31/2018
<ul style="list-style-type: none"> <li>• Support Account Management (Included 120 Hours)</li> <li>• Up to 120 hours for Support Assistance*</li> <li>• Up to 40 hours for Problem Resolution Support</li> <li>• Twelve (12) Onsite Services Resource Site Visit</li> <li>• Unlimited User Access to Premier Online Website</li> </ul>

<b>Country : United States</b> (Premier Standard 0) Year 3 11/01/2018 -10/31/2019
<ul style="list-style-type: none"> <li>• Support Account Management (Included 120 Hours)</li> <li>• Up to 120 hours for Support Assistance*</li> <li>• Up to 40 hours for Problem Resolution Support</li> <li>• Twelve (12) Onsite Services Resource Site Visit</li> <li>• Unlimited User Access to Premier Online Website</li> </ul>

\* All registration requirements for Workshops and Events must be completed by You no later than 60 days prior to the expiration date of this Fee and Named Contacts Schedule(s).

\*\*A 3% increase (over the Base Year, Option, Yr. 1, Option Yr. 2) has been factored into the pricing for Option Yr. 1, Option Yr. 2 for budgeting purposes only. You will be billed the prevailing (i.e., then current) price (as of the Commencement Date of Option Yr. 1, Option Yr. 2, or the amount shown above, whichever is lower.

**2. MICROSOFT CONTACT**

**Microsoft Contact:** Contact for questions and notices about this Schedule and the Services Description:

<b>Microsoft Contact Name: Colin Corbin</b>
Address: Microsoft Corporation
<b>Attn: Colin Corbin</b>
Phone: 213-806-7547 X7547
Email: cocorbin@microsoft.com
Fax: 425-708-0110

**3. CUSTOMER NAMED CONTACTS**

Contacts will be carried over from the previous Term.