

Microsoft Enterprise Services Work Order

(For Microsoft Internal Purposes Only)

T0021910-247105-291578

Work Order Number

This Work Order consists of the terms and conditions below, and the provisions of the Microsoft Master Services Agreement reference U5105344, effective as of 9/18/2012 (the "Agreement"), the provisions of the Support Services Description applicable to the Support Services identified in this Work Order, and any attachments or exhibits referenced in this Work Order, all of which are incorporated herein by this reference. In this Work Order "Customer," "you," or "your" means the undersigned customer or its affiliate and "Microsoft", "we," "us," or "our" means the undersigned Microsoft affiliate.

By signing below the parties acknowledge and agree to be bound to the terms of this Work Order, the Agreement and all other provisions incorporated in them. This Work Order is effective as of the date that Microsoft signs this Work Order. Regardless of any terms and conditions contained in a purchase order, if any, the terms of this Work Order apply.

Customer	Microsoft Affiliate
Name of Customer (please print)	Name
County of Fresno	Microsoft Corporation
Signature	Signature
Name of person signing (please print)	Name of person signing (please print)
Nathan Magsig	Marc Hogrele
Title of person signing (please print)	Title of person signing (please print)
Chairman of the Board of Supervisors	Services Solutions Specialist
Signature date	Signature date (effective date)
10-22-2019	10/31/19

ATTEST:

BERNICE E. SEIDEL

Clerk of the Board of Supervisors County of Fresno, State of California

Deputy

Customer invoice information			
Name of Customer		Contact Name (Receives invoices under this Work Order)	
County of Fresno		Josh Mikow	
Street Address		Contact E-Mail Address	
Law Enforcement Administrations Building 2200 Fresno Street		josh.mikow@fresnosheriff.org	
City	State/Province	Phone	
Fresno	California	559-600-8121	
Country	Postal Code	Fax	
United States	93717		

1. Support Services and Fees

1.1. Term.

Microsoft Enterprise Support Services will commence on 10/02/2019 (the "Support Commencement Date") and will expire on 10/01/2020 (the "Support Expiration Date").

1.2. Description of the Services.

Please refer to the current Support Services Description ("SSD") which will be incorporated by reference and is published by Microsoft from time to time at http://www.microsoft.com/en-us/microsoftservices/PubSec-support-services-description. The support services you purchase under this agreement may be updated from time to time and that update will supersede any services previously listed.

Services by Support Location

CA County of Fresno Sheriff Dept Unified Advanced Support 2019-20 US - SLG - West 10/2/2019 - 10/1/2020		
Quantity Service Service Type		Service Type
Included	Advanced Advisory Support Hours As-needed	Advisory Services
Advanced Built-in Proactive Services Advanced Built-in Proactive Services - Generic Administrative		
Included	uded Advanced Problem Resolution Hours As-needed Problem Resolution Support	
Included Advanced Service Delivery Management Service Delivery Management		
1 ea	Modern Service Management - Cloud Success Plan Generic	IT Service Management

Included	On-demand Assessment	On-Demand Assessment
1 ea	On-Demand Assessment - Setup and Config Service	On-Demand Assessment
Included	On-demand Education	On-Demand Education
Included	Online Support Portal	Administrative
20 ea	Reactive Enabled Contacts	Problem Resolution Support
Included	Webcasts As-Needed	Webcast

	of Fresno Sheriff Dept Advanced Support Add-on /2/2019 - 10/1/2020	-2019-20 US - SLG -
Quantity Service Service Service Type		Service Type
6 ea	Onsite Visit	Onsite Support
681 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

1.3. Support Services Fees.

The items listed in the table above represent the services that Customer has pre-purchased for use during the term of this Work Order, and applicable fees are shown in the table below. Microsoft Support Services are a non-refundable prepaid service. Microsoft must receive Customer purchase order or payment before Microsoft commences or continues, as applicable, provision of Microsoft Support Services. If Customer issues a purchase order, Microsoft will invoice Customer, and Customer agrees to pay Microsoft within 30 calendar days of the date of Microsoft invoice. Microsoft reserves the right to adjust Microsoft fees prior to entering into any changes to the Microsoft Support Services ordered herein.

Services Summary	Billing Date	Fee USD
CA County of Fresno Sheriff Dept Unified Advanced Support 2019-20	10/2/2019	70,000.00
CA County of Fresno Sheriff Dept Advanced Support Addon-2019-20	10/2/2019	91,301.00
Subtotal		161,301.00
Software Assurance Benefits *		(39,450.00)
Total Fees (excluding taxes)		121,851.00

Software Assurance Benefits

* Customer will transfer 30.00 Software Assurance PRS incidents to this support agreement as part of this support package

Billing Schedule	Billing Date	Fee USD
Unified Transition-Renewal	10/2/2019	121,851.00
Total Fees (excluding taxes)		121,851.00

Support for Microsoft Products

Microsoft will provide support for Customer's licensed, commercially released and generally available Microsoft products, and cloud services subscriptions by Customer in Appendix A.

1.4. Customer Named Contacts.

Any changes to the named contacts should be submitted to Microsoft Contact.

Name of Customer Support Service Administrator Josh Mikow			
Street Address 2200 Fresno Street Contact E-Mail Address josh.mikow@fresnosheriff.org			
City	State/Province		Phone
Fresno	California		559-600-8121
Country	Postal Code		Fax
United States	93721		

Use, ownership, rights, and restrictions.

1.5. Products.

"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. "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 (http://www.microsoft.com/licensing/contracts or successor site) and is updated from time to time.

All products and related solutions provided under this Work Order will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Customer is responsible for paying any licensing fees associated with Products.

1.6. Fixes

"Fixes" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to Customer when performing Professional Services (all support, planning, consulting and other professional services or advice, including any resulting deliverables provided to Customer under this Work Order, to address a specific issue. "Professional Services" means Product support services and Microsoft consulting services provided to Customer under this Work Order. "Professional Services" or "services" does not include Online Services, unless specifically noted.

Fixes are licensed according to the license terms applicable to the Product to which those Fixes relate. If the Fixes are not provided for a specific Product, any other use terms Microsoft provides with the Fixes will apply.

1.7. Pre-existing Work.

"Pre-existing Work" means any computer code or other written materials developed or otherwise obtained independent of this Work Order.

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 Professional Services.

1.8. Services Deliverables.

"Services Deliverables" means any computer code or materials, other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services. Upon payment in full for the Professional Services, Microsoft grants 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 Customer and solely for Customer's internal business purposes, subject to the terms and conditions of this Work Order.

1.9. Affiliates' rights.

"Affiliate" means any government agency, department, office, instrumentality, division, unit or other entity of Customer's state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with 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 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 Affiliates of the federal government and its Affiliates.

Customer may sublicense the rights contained in this subsection relating to Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights and Customer's Affiliates' use must be consistent with the license terms contained in this Work Order.

1.10.Restrictions on use.

Customer must not (and must not attempt to) (1) reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable, (2) 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 this Work Order; or (3) work around any technical limitations in the Products or Services Deliverables or restrictions in Product documentation. Except as expressly permitted in this Work Order, Customer must not (1) separate and run parts of a Product on more than one device, upgrade or downgrade parts of a Product at different times, or transfer parts of a Product separately; or (2) distribute, sublicense, rent, lease, lend, or use any Product, Fix, or Services Deliverable to offer hosting services to a third party.

1.11. Reservation of rights.

All rights not expressly granted are reserved to Microsoft.

Microsoft Contact

Customer contact for questions and notices about this Work Order.

Microsoft Contact Name	
Marc Hogrefe	
Phone	Contact E-Mail Address
(916) 369-3678 X 3678	marc.hogrefe@microsoft.com

Appendix A

Below is a list of your declared licensed products and cloud services for which Microsoft will provide support services as defined within this document.

Customer Name	Licensing Program	Licensing Enrollment/Agreement Number
FRESNO COUNTY SHERIFF DEPT	OPEN	97013369ZZL1806
Fresno County Sheriff	Enterprise 6	8971925
FRESNO COUNTY SHERIFF S OFFICE	OPEN	95200161ZZL1705
Fresno County Sheriff's Office	Select Plus	7756479

Microsoft Enterprise

Support Services Description

July 2019

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1 About this document

The Microsoft Enterprise Support Services Description provides you with information on the support services that are available to purchase from Microsoft.

Please familiarize yourself with the descriptions of the services that you purchase, including any prerequisites, disclaimers, limitations and your responsibilities. The services that you purchase will be listed in your Enterprise Services Work Order (Work Order) or another applicable Statement of Services that references and incorporates this document.

Not all services listed in this document are available globally. For details on which services are available for purchase in your location, contact your Microsoft Services representative. Available services are subject to change.

2 Support services

Microsoft Unified Support is a comprehensive enterprise support set of services that helps reduce costs, enhance productivity, and use technology to realize new business opportunities for any stage of the IT lifecycle. Support services include:

- Proactive support services help maintain and improve health of your IT infrastructure and operations.
- Service Delivery Management to facilitate planning and implementation
- Prioritized 24x7 problem resolution services to provide rapid response to minimize downtime

2.1 How to purchase

Support services are available as a Base Package, designated as **C**ore, **A**dvanced and **P**erformance Support, or as additional services or enhanced service and solutions under an existing Base Package agreement listed in the Enterprise Services Work Order, as described below. In some cases, the services may be defined further in an Exhibit referenced in your Work Order.

Item	Description
Base Package	A combination of proactive, reactive and delivery management services that support Microsoft products and/or Online Services in use within your organization. Available as Core ("C"), Advanced ("A") and Performance ("P") Support packages as represented throughout this section.
	Base Package included services are represented with a "✓" throughout this section.
	Depending on your Base Package, you may also be eligible for specific Built-in Proactive Services, which will be listed on your Work Order. We will work with you to identify these services prior to contract start or as part of your service delivery planning.
Additional support services	Additional support services are available to add to your Base Package during the term of your Work Order and are represented with a "+" throughout this section.
Enhanced support services and solutions	Support services, which cover a specific Microsoft product or customer IT system, are available to add to your support Base Package during the term of your Work Order and are also represented with a "+" throughout this section.

Key: ♠ indicates items that you may see listed on your Work Order.

2.2 Description of support services

The items which are combined to form your support services package are described in this section. Also, listed are services that may be added to your Base Package or added during the term of the agreement.

2.2.1 Proactive support services

Proactive services help prevent issues in your Microsoft environment and will be scheduled to help ensure resource availability and delivery during the term of the applicable Work Order. The Proactive services that follow are available within the support levels as identified below or detailed on your Work Order.

Planning services

Planning services provide assessments and reviews of your current infrastructure, data, application and security environment to help plan your remediation, upgrade, migration, deployment or solution implementation based on your desired outcomes.

Planning service types	Package		
Franting service types		А	Р
Proof of Concept		+	+
Solution Planning			+
Technology Advisory Services			+
Support Technology Advisor			1

^{✓ -} Included as part of your Base Package

^{+ -} Additional service that may be purchased.

[♠] Proof of Concept: An engagement to provide evidence that enables the customer to evaluate the feasibility of a proposed technical solution. The evidence can be in the form of working prototypes, documents, and designs, but are not usually production-ready deliverables

Solution Planning: Structured engagements to assist and guide you through implementation planning for Microsoft technology deployments in on-premises, cloud and hybrid environments. These services may also include an assessment of the design, security, IT operations or change management of your Microsoft technologies to help plan the implementation of your technical solution to meet your desired outcomes. At the conclusion of the service, you may receive a report containing the technical assessment and solution implementation plan.

★ **Technology Advisory Services:** Advisory and planning services for Performance Support customers to help design, architect, plan implementation or operational processes against Microsoft recommended practices. Services may include tailored support planning service to facilitate cloud adoption. These services may be performed either onsite or remotely by a Microsoft designated resource.

The **Support Technology Advisor** (STA) service is a tailored support planning service supporting cloud adoption. The STA service may include:

Assessment Program: Evaluates a single defined workload's supportability state, identifies gaps, compares it with recommended practices based on technical evaluation of people, process and technology, taking into consideration customers' business objectives. The findings and recommendations are delivered to the customer.

Workload Attainment Program: Customer approved services from the Assessment Program are monitored to ensure that desired workload outcomes, are adequately aligned to customer business expectations.

Implementation support services

Implementation services provide technical and project management expertise to accelerate design, deployment, migration, upgrade, and implementation of Microsoft technology solutions.

Implementation service types		Package		
	C	А	Р	
Onboarding Services		+	+	

^{+ -} Additional service that may be purchased.

♠ Onboarding Services: A direct engagement with a Microsoft engineer to provide deployment, migration, upgrade or feature development assistance. This can include assistance with planning and validation of a proof-of-concept or production workload using Microsoft products.

Maintenance services

Maintenance services help prevent issues in your Microsoft environment and are typically scheduled in advance of the service delivery to help ensure resource availability.

Maintenance service types	Package		
Maintenance service types		А	Р
On-demand Assessment	1	1	1
Root Cause Analysis	1	+	+
Assessment Program		+	+
Health Check		+	+

Maintenance service types	Package		
Maintenance service types		А	P
Offline Assessment		1+	+
Proactive Monitoring		+	+
Proactive Operations Programs (POP)		+	+
Risk and Health Assessment Program as a Service (RAP as a Service)		+	+
Risk and Health Assessment Program as a Service Plus (RAP as a Service Plus)		+	+

 ^{✓ -} Included as part of your Base Package.

- ☼ On-demand Assessment: Access to a self-service, online automated assessment platform that uses log analyses to analyze and assess your Microsoft technology implementation. On-demand Assessments cover limited technologies. Use of this assessment service requires an active Azure service with adequate data limits to enable use of the on-demand assessment service. Microsoft will provide a one-time assistance service to enable setup of the service. In conjunction with the On-demand Assessment, and for an additional fee, an onsite Microsoft engineer (for up to two days) or remote Microsoft engineer (for up to one day) are available to assist with analyzing the data and prioritizing remediation recommendations per your services agreement. Onsite assessments may not be available in all geographies.
- ♠ Root Cause Analysis: When explicitly requested prior to incident close, we will perform a structured analysis of potential causes of a single technical problem, or a series of related problems. Root Cause Analysis is not available for all Microsoft technologies. You will be responsible for working with the Microsoft team to provide materials such as log files, network traces, or other diagnostic output. Root Cause Analysis is only available for certain Microsoft technologies and may incur an additional charge.
- Assessment Program: An assessment on the design, technical implementation, operations or change management of your Microsoft technologies against Microsoft recommended practices. At the conclusion of the assessment, the Microsoft resource will work directly with you to remediate possible issues and provide a report containing the technical assessment of your environment, which may include a remediation plan.
- ♠ Offline Assessment: An automated assessment of your Microsoft technology implementation
 with data collected remotely, or by a Microsoft engineer at your location. The data gathered is
 analyzed by Microsoft using on-premises tools, and we provide you with a report of our findings
 and remediation recommendations.

^{+ -} Additional service that may be purchased.

- ♠ Proactive Monitoring: Delivery of technical operations monitoring tools and
 recommendations for tuning your server incident management processes. This service helps you
 create incident matrices, conduct major incident reviews, and create the design for a sustained
 engineering team.
- ♠ Proactive Operations Programs (POP): A review with your staff of your planning, design, implementation or operational processes against Microsoft recommended practices. This review is done either onsite or remotely by a Microsoft support resource.
- ♠ Risk and Health Assessment Program as a Service (RAP as a Service): An automated assessment of your Microsoft technology implementation, with data collected remotely. The gathered data is analyzed by Microsoft to create a findings report containing remediation recommendations.
- ☆ Risk and Health Assessment Program as a Service Plus (RAP as a Service Plus): RAP as a Service is provided and is followed up with a customized system optimization workshop at your location, up to two days, that is focused on remediation planning and knowledge transfer.

Optimization services

Optimization services focus on the goals of optimal utilization of the customer's technology investment. These services may include remote administration of cloud services, optimizing the adoption of Microsoft product capabilities by end users and ensuring a robust security and identity posture.

Optimization service types	Package		
Optimization service types		А	Р
Adoption Services			+
Development Focused Services		+	+
IT Services Management		+	+
Lab Services			+
Remediation Support Services		+	+
Security Services		+	+

^{+ -} Additional service that may be purchased.

- Adoption Services: Adoption support services provide a suite of services that help you assess your organization's ability to modify, monitor and optimize changes linked to your Microsoft technology purchase. This includes support in the development and execution of your adoption strategy around the people side of change. Customers have access to resources with the expertise, knowledge and associated Microsoft recommended practices in support of their adoption program.

- \Re Services Insights for Developers: An annual assessment of your application development practices to help customers with recommended practice guidance for developing applications and solutions on Microsoft platforms.
- ➢ Development Support Assistance: Provides help in creating and developing applications that integrate Microsoft technologies on the Microsoft platform, specializing in Microsoft development tools and technologies, and is sold as a quantity of hours listed on your Work Order.
- **⇔ Lab Services:** Where available in your geography, Microsoft can provide you with access to a lab facility to assist you with product development, benchmarking, testing, prototyping, and migration activities on Microsoft products.
- ♠ Remediation Support Services: Direct engagement with a Microsoft engineer to address findings identified during an Assessment service. The duration of each engagement is specified in days on your Work Order and is delivered in partnership with your engineering staff.
- ♠ Security Services: The Microsoft security solutions portfolio includes four focus areas: cloud security and identity, mobility, enhanced information protection and secure infrastructure. Security services help customers understand how to protect and innovate their IT infrastructure, applications and data against internal and external threats. Security services may be an element of a customized program of support services, available for an additional fee and may be defined in an exhibit and referenced in your Work Order.

Education services

Education services provide training that help to enhance your support staff's technical and operational skills through either onsite, online or on-demand instruction.

Education service types	Package		
Eddedion service types		А	Р
On-demand Education	1	1	1
Webcasts	1	1	1
Chalk Talks		+	+
Workshops		+	+

- ✓ Included as part of your Base Package.
- + Additional service that may be purchased.
- ♠ On-demand Education: Access to a collection of online training materials and online labs from a workshop library digital platform developed by Microsoft support engineers.
- ♠ Webcasts: Access to live Microsoft-hosted educational sessions, available on a wide selection of support and Microsoft technology topics, delivered remotely online.
- ♠ Chalk Talks: Short interactive services, typically one-day sessions, that cover product and support topics provided in a lecture and demonstration format and are delivered by a Microsoft engineer either in person or online.
- ★ Workshops: Advanced level technical training sessions, available on a wide selection of support and Microsoft technology topics, delivered by a Microsoft engineer in person or online. Workshops are purchased on a per-attendee basis or as a dedicated delivery to your organization, as specified on your Work Order. Workshops cannot be recorded without express written permission from Microsoft.

Custom Proactive services

Custom Proactive support service types	Package		
	С	А	Р
Proactive Credits	+	+	+
Custom Proactive Support Services (Maintenance, Optimization and Education services)		+	+

^{+ -} Additional service that may be purchased.

- ♠ Proactive Credits: The value of exchangeable services represented in credits on your Work Order. Proactive Credits can then be exchanged for, or applied to, one or more defined additional services, as described within this document, and at current rates provided by your Microsoft Services representative. After selecting the available additional service, we will deduct the value of that service from your credit balance, rounded up to the nearest unit.
- ♠ Custom Proactive Support Services: A scoped engagement with Microsoft resources to deliver services at the customer's direction, in person or online, which are not otherwise described in this document. These engagements include Maintenance, Optimization and Education service types.

2.2.2 Reactive support services

Reactive services help resolve issues in your Microsoft environment and are typically consumed on demand. The following reactive services are included as-needed for currently supported Microsoft products and online services, unless otherwise noted on your Work Order.

Reactive service types		Package		
	С	А	P	
Advisory Support	1	1	1	
Problem Resolution Support	1	1	1	
Escalation Management	1	1	1	
Extended Hotfix Support		1	1	
Onsite support		+	+	

^{✓ -} Included as part of the Base Package.

- Advisory Support: Phone-based support on short-term (limited to six hours or less) and unplanned issues for IT Professionals. Advisory Support may include advice, guidance, and knowledge transfer intended to help you deploy and implement Microsoft technologies in ways that avoid common support issues and that can decrease the likelihood of system outages. Architecture, solution development and customization scenarios are outside of the scope of these Advisory Services.
- Problem Resolution Support: This assistance for problems with specific symptoms encountered while using Microsoft products includes troubleshooting a specific problem, error message or functionality that is not working as intended for Microsoft products. Incidents may be initiated either by phone or submitted via the web. Support requests for services and products, not covered by the applicable online service support portal, are managed from within the Microsoft Services online portal.

Severity definitions and the Microsoft estimated initial response times are detailed in the incident response tables below.

Upon your request, we may collaborate with third-party technology suppliers to help resolve complex multi-vendor product interoperability issues, however, it is the responsibility of the third party to support its product.

The incident severity determines the response levels within Microsoft, initial estimated response times and your responsibilities. You are responsible for outlining the business impact to your organization and, in consultation with us, Microsoft will assign the appropriate severity level. You can request a change in severity level during the term of an incident should the business impact require it.

^{+ =} Additional service that may be purchased.

Core Support Incident Response

Core Support	Severity and situation	Our expected response	Your expected response
Standard business impact	 Moderate loss or degradation of services, but work can reasonably continue in an impaired manner Needs attention within eight hours 	 First call response in eight hours or less during business hours¹ Effort during business hours¹ only Upon request, effort on a 24x7 basis² 	 Accurate contact information about the case owner Responsive within 24 hours If 24x7 effort has been requested, you will allocate appropriate resources to sustain 24x7 effort²
Critical business impact	 Loss of a core business process and work cannot reasonably continue Needs attention within one hour 	 First call response in one hour or less Continuous effort on a 24x7 basis² 	Allocation of appropriate resources to sustain continuous effort on a 24x7 basis ²

¹ Business hours are generally defined as 09:00 to 17:30 local Standard Time, excluding holidays and weekends. Business hours may differ slightly in your country.

Advanced Support Incident Response

Advanced Support	Severity and situation	Our expected response	Your expected response
Standard business impact	 Moderate loss or degradation of services, but work can reasonably continue in an impaired manner Needs attention within four hours 	 First call response in four hours or less during business hours¹ Effort during business hours¹ only Upon request, effort on a 24x7 basis² 	 Accurate contact information about the case owner Responsive within 24 hours If 24x7 effort has been requested, you will allocate appropriate resources to sustain 24x7 effort²

² We may need to downgrade from 24x7 if you are not able to provide adequate resources or responses to sustain continuous problem resolution efforts.

Advanced Support	Severity and situation	Our expected response	Your expected response
Critical business impact	 Loss of a core business process and work cannot reasonably continue Needs attention within one hour 	 First call response in one hour or less Critical Situation Manager assigned after 1 hour Continuous effort on a 24x7 basis² 	 Allocation of appropriate resources to sustain continuous effort on a 24x7 basis² Access and response from change control authority within four business hours

¹ Business hours are generally defined as 09:00 to 17:30 Local Standard Time, excluding holidays and weekends. Business hours may differ slightly in your country.

Performance Support Incident Response

Performance Support	Severity and situation	Our expected response	Your expected response
Standard business impact	 Moderate loss or degradation of services, but work can reasonably continue in an impaired manner Needs attention within four hours 	 First call response in four hours or less during business hours¹ Effort during business hours¹ only Upon request, effort on 24x7 basis² 	If 24x7 effort has been requested, you will allocate appropriate resources to sustain 24x7 effort ²
Critical business impact	 Loss of a core business process and work cannot reasonably continue Needs attention within 30 minutes 	 First call response in 30 minutes or less Critical Situation Manager assigned in 30 minutes or less Resources at your site, after 24 hours, with customer agreement 	 Appropriate communication with your senior executives, as requested by us Allocation of appropriate resources to sustain continuous effort on a 24x7 basis² Rapid access and response

 $^{^{2}}$ We may need to downgrade from 24x7 if you are not able to provide adequate resources or responses to enable us to continue with problem resolution efforts.

Performance Support	Severity and situation	Our expected response	Your expected response
		• Continuous effort on a 24x7 basis²	
		Access to Microsoft's experienced specialists and rapid escalation within Microsoft to product teams ³	
		 Notification of our senior executives, as required 	

¹ Business hours are generally defined as 09:00 to 17:30 Local Standard Time, excluding holidays and weekends. Business hours may differ slightly in your country.

Escalation Management: Escalation provides oversight of support incidents to drive timely resolution and a high quality of support delivery. Below are the Escalation Management services provided for the corresponding Base Package support:

Core Support: For standard and critical business impact severity incidents, the service is available by customer request during business hours into pooled service delivery resources. These resources may also provide escalation updates, when requested.

Advanced and Performance Support: For standard business impact severity incidents, the service is available by customer request during business hours to the pooled service delivery resource who can also provide escalation updates when requested.

For critical business impact severity incidents, an enhanced escalation process is automatically executed. This process is initiated after four hours for Advanced Support and immediately for Performance Support and, if the normal business function is not recovered after the issue has been assigned a severity level. A Critical Situation Manager will then be assigned to the issue, and is responsible for ensuring continued technical progress on the issue and providing you with status updates and an action plan.

☆ Extended Hotfix Support: Extended Hotfix Support allows you to request non-security hotfixes for select Microsoft software that have entered the Extended Support Phase of the Fixed Lifecycle Policy, as defined at http://support.microsoft.com/lifecycle. Service-specific prerequisites and limitations:

- Extended Hotfix Support is limited to the following products/product families:
 - o Applications: Office
 - Dynamics: AX, CRM
 - Server: BizTalk Server, Exchange Server, SQL Server, System Center, Windows Server
 - o Systems: Windows client, Windows Embedded operating systems

² We may need to downgrade from 24x7 if you are not able to provide adequate resources or responses to enable us to continue with problem resolution efforts

³ Not available in all support locations or for all Microsoft Technologies.

- Although we use commercially reasonable efforts to respond to your requests for nonsecurity hotfixes, you acknowledge that there may be cases in which a hotfix cannot be created or provided.
- Hotfixes are designed to address your specific problem and are not regression tested.
- Hotfixes may not be distributed to unaffiliated third parties without our written consent.
- Hotfix delivery times for non-English versions may vary, and localization fees may apply.
- We will not provide added features, functionality, updates, or design changes. We will only
 address problems for a selected product which cause it to crash, lose data, or otherwise
 materially deviate from the product's documented functionality.

♠ Onsite Support: For Advanced and Performance Support, onsite reactive support provides assistance at your location. This service is subject to Microsoft resource availability and requires an additional charge per onsite visit.

2.2.3 Service delivery management

Service Delivery Management (SDM) is included with your support services, unless otherwise noted herein or in your Work Order and is determined by the Base Package support services you purchase. Additional delivery management services will be added when purchasing additional services or enhanced services and solutions.

Core Support: SDM services are provided digitally, or from a pooled team of specialists.

Advanced and Performance Support: SDM services are provided digitally and by a designated service delivery manager, also known as a technical account manager (TAM). This named resource may operate either remotely or onsite at your location.

Service Delivery Management scope details

The following SDM services are available as determined by the Based Package purchased:

Service delivery management service types		Package		
		А	Р	
Customer Organization Enablement	1	1	1	
Microsoft Product, Service, and Security Updates Guidance	1	1	1	
Program Development & Management	1	1	1	
Unified Support Onboarding		1	1	
Cloud Success Program		1	1	
Executive Relationship Management		1	1	
Service Delivery Management Add-on		+	+	
Onsite Service Delivery Management		+	+	

- ✓ Included as part of the Base Package.
- + Additional service that may be purchased.

Customer Organization Enablement: Guidance and information provided to your named Support Service Administrator about how to manage utilization of your Unified Support services, and prepare you to use Unified Support digital and reactive services.

Microsoft Product, Service and Security Updates Guidance: Information shared with you about important upcoming product and service features and changes, as well as security bulletins for Microsoft technologies.

Program Development & Management: (Formerly known as Services Account Planning & Services Program Management.) Activities designed to plan, propose, and manage your support program's services, across your organization to help you realize greater value from your investments in Microsoft technology and services.

Core Support: Services may be recommended by Microsoft to make use of the capabilities included in your Base Package support and limited additional services your organization may purchase.

Advanced and Performance Support: Microsoft may recommend a variety of services intended to help you achieve key business and technology outcomes, making use of the capabilities included in your Base Package support, as well as additional services you may purchase.

Unified Support Onboarding: (Formerly known as Support Initiation) Activities to support your initiation into Unified Support, including the introduction and promotion of self-service capabilities in the online support portal, with a goal of ensuring timely utilization of your Unified Support services.

Cloud Success Program: (Formerly known as Cloud Success Review.) Planning and delivery services included to help you achieve specific cloud outcomes, empowering you to accelerate the implementation, adoption and realized value of Microsoft cloud technologies.

Executive Relationship Management: (Formerly known as Executive Services Review.) A set of activities to ensure the Microsoft Support team is aligned to your organization's strategic priorities and engaged with key business and technology decision makers.

- ♠ Service Delivery Management Add-on: You may elect to purchase additional custom SDM resources to provide service delivery management services, as part of a pre-determined scope of work, which are not explicitly detailed in this document. These resources will operate either remotely or onsite at your location. This service is also subject to Microsoft resource availability.

Support Technology Advisor scope details

The Support Technology Advisor (STA) service is a tailored support planning service for Unified Performance customers that supports cloud adoption. The STA service is available with Performance Support services and may include:

Assessment Program: Evaluates a single defined workload's supportability state, identifies gaps, compares it with recommended practices based on technical evaluation of people, process and

technology, taking into consideration customers' business objectives. The findings and recommendations are delivered to the customer for approval.

Workload Attainment Program: Customer approved services from the Assessment Program are monitored to ensure that desired workload outcomes, are adequately aligned to customer business expectations.

2.3 Enhanced support services and solutions

In addition to the services provided as part of the Base Package or as additional services, the following optional enhanced services and solutions may be purchased. Enhanced services and solutions are available for an additional fee and may be defined in an Exhibit referenced in your Work Order.

Service		Package		
		А	Р	
Designated Support Engineering		+1	+	
Rapid Response	7	+	+	
Custom Support		+	+	
Developer Advanced		+1	+1	
Developer Performance			+	
Support for Mission Critical			+	

^{+ -} Additional service that may be purchased.

2.3.1 Designated Support Engineering

When purchased as hours, DSE service hours are then deducted from your total purchased hours as they are utilized and delivered, deducted based on the hours equivalent of catalogue price.

Pre-defined DSE offerings are tailored to your environment and help you achieve a desired outcome. These offerings may have a focus on areas such as Office 365, Azure laaS, Cybersecurity, Modern Identity, IT Service Management, DSE Data Analytics and Dynamics 365 and include required pre-defined proactive services built-in.

The focus areas for DSE services:

- Help maintain a deep knowledge of your current, and future, business requirements and configuration of your information technology environment to optimize performance
- Proactively document recommendations of the use of support services –related deliverables (e.g. supportability reviews, health checks, workshops, and risk-assessment programs)

 $^{+^{1}}$ - Additional service that may be purchased up to a limited maximum quantity.

- Help make your deployment and operation activities consistent with your planned and current implementations of Microsoft technologies.
- Enhance your IT staff's technical and operational skills
- Develop and implement strategies to help prevent future incidents and increase system availability of your covered Microsoft technologies
- Help determine the root cause of recurring incidents and to provide recommendations to prevent further disruptions in the designated Microsoft technologies.

Regardless of how DSE is purchased, resources are allocated, prioritized and assigned based on the agreement of the parties during the initiation meeting and documented as part of your service delivery plan.

Service-specific prerequisites and limitations

- For Advanced Support, DSE is limited to a maximum purchase quantity of 1600 hours.
- DSE services are available during normal business hours (09:00 to 17:30 Local Standard Time, excluding holidays and weekends).
- DSE services support the specific Microsoft products and technologies selected by you and listed in your Work Order.
- DSE services are delivered for a single support location in the designated support location identified in your Work Order.

2.3.2 Rapid Response

♠ Rapid Response: Rapid Response provides accelerated reactive support for your cloud services by routing support incidents to technical experts and providing an escalation path to cloud service operations teams, as required.

To receive Rapid Response services for your Microsoft Azure components you must submit an incident through the applicable cloud service portal. Your Problem Resolution Support requests will be directly routed to a Rapid Response support queue which is staffed by a designated team of engineers with cloud service expertise. For this team to have basic knowledge of your deployment, you must provide documentation on basic Azure deployment and database topology, as well as scaling and load balancing plans where available. While incidents may require resources from standard product support professionals for resolution, the Rapid Response team retains primary responsibility for the incidents 24x7x365.

For your Azure components, the response times for problem resolution support are listed in the table below and supersede any expected Base Package level response times.

Rapid Response	Severity and situation	Our expected response	Your expected response
Critical business impact	Loss of a core business process and work cannot reasonably continue	 First call response in 15 minutes or less Continuous effort on a 24x7 basis¹ 	Appropriate communication with your senior executives, as requested by us

Rapid Response	Severity and situation	Our expected response	Your expected response
	Needs attention within 15 minutes	 Access to Microsoft's experienced specialists² Rapid escalation within Microsoft to cloud service operations teams Notification of our senior executives, as required 	 Allocation of appropriate resources to sustain continuous effort on a 24x7 basis¹ Rapid access and response

 $^{^{1}}$ We may need to downgrade from 24 x 7 if you are not able to provide adequate resources or responses to enable us to continue with problem resolution efforts

2.3.3 Custom Support

♠ Custom Support: For an additional fee, Custom Support provides limited, continued support for a select number of products and service packs that have reached the end of their lifecycle as defined by the Microsoft enterprise support Policy at http://support.microsoft.com/lifecycle. The products, versions, or service packs for which you have purchased Custom Support are available defined on your Work Order.

Custom Support program fees are calculated as if you enrolled on the first day the Custom Support program was available (e.g. if Custom Support for SQL Server 2005 SP4 became available on April 13, 2016 but you don't enroll until October 13, 2016, your program fee would still be calculated retroactive to the April 13, 2016 start date). Fees paid for Custom Support are nonrefundable and cannot be transferred between Custom Support Standard and Custom Support programs.

Service-specific prerequisites and limitations

- You must have a current Microsoft Unified Support services agreement to support a request for Custom Support services or to request a hotfix. If your Microsoft Unified Support services agreement lapses or is terminated, the Custom Support service will be terminated on the same date.
- You must install and run the most current service pack for the enrolled products listed in your Work Order before receiving Custom Support.
- To participate in Custom Support for the enrolled product(s) and access security bulletins and updates, you must provide a detailed migration plan with device and instance count, quarterly deployment milestones, and a migration completion date. Not providing this migration plan may result in the inability to access Custom Support deliverables.
- For the purposes of Custom Support, a device is any instance, physical or virtual, to which the customer wants to deploy a security update for a particular product. The device or instance

² Rapid Response Problem Resolution Support services are only available in English.

- count should equal the number of times the security update, or hotfix, will be deployed rather than the physical device count.
- Custom Support is available to you in the support location(s) set forth in your Work Order, if the support location is included in your total device and instance count.
- Custom Support only covers the English version of the enrolled products, unless otherwise agreed to in writing. If both parties agree to non-English language support, support times may be extended to enable translation (for which localization fees may apply).
- The type of Custom Support purchased and the enrolled product determines what is included with the program fee:
 - Custom Support Standard: Provides support for the enrolled product and may include updates for security vulnerabilities defined by the MSRC as critical. For an additional fee, you may be able to purchase security updates for vulnerabilities rated by the MSRC as Important.
- Custom Support is available for purchase on an annual basis, based on fixed program dates
 that align to the product's support lifecycle. No matter when you enroll, customers must pay
 the applicable program fee retroactive to the program start date, with retroactive fees due in
 full upon execution of the Agreement. Unless otherwise noted, one quarter is the minimum
 term for Custom Support. Customers may opt-out of Custom Support on a quarterly basis
 with a minimum 14-days' notice prior to the next billing date.
- Non-security hotfixes (e.g. for time zone or Daylight Savings Time issues) may also be available for an additional fee.
- Hotfixes and Security Updates issued by Microsoft to you are for internal use only, which
 includes use in hosted environments for your direct benefit, and may not be distributed to
 third parties.
- Security updates and hotfixes may not be distributed to unaffiliated third parties without our
 written consent. You may request access to security updates and non-security hotfixes (where
 available) for named contacts designated by you. You agree to notify us of any changes to
 these designated contact(s).
- Custom Support does not include the option to request additional features, functionality or design changes, or warranty support.
- Although we use commercially reasonable efforts to provide security updates, you
 acknowledge that there may be cases in which a security update or non-security hotfix,
 including Critical and Important security updates, cannot be created or provided.
- If you are purchasing Custom Support directly from Microsoft, you may apply the nonsecurity hotfixes and security updates to the applicable enrolled product(s,) including enrolled product(s) acquired through Microsoft Volume Licensing or through the Microsoft Service Provider License Agreement.
- All requests for Custom Support Problem Resolution Support must be submitted via telephone by your designated contacts.
- Access to Microsoft resources for replacement of Security Updates or non-security Hotfixes is available only during the term of the applicable Custom Support Agreement. Re-enrollment would be required to regain access to any Microsoft resources, including replacement of

Security Updates or non-security Hotfixes that may have been downloaded while enrolled in Custom Support, but were subsequently lost, damaged or rendered unusable after the term of enrollment has expired.

2.3.4 Developer Support

Developer Support provides long term technical support based on deep cloud and technical knowledge across the entire application development lifecycle for developers who are building, deploying and supporting applications on Microsoft's platform.

An Application Development Manager (ADM) acts as the primary contact and is focused on delivering strategic advice on development and testing methodologies and on development issues encountered while using Microsoft products. The ADM interfaces with several resources within Microsoft about the customer's requirements.

As part of your support agreement, the following developer solutions may be purchased:

Available for Advanced and Performance Support, Developer Advanced support provides targeted solutions to specific application development needs including application modernization, internet of things (IoT) assessments, ALM/DevOps solutions, training, and testing. It is the recommended level of assistance for customers that require specialized development support on a various of areas or topics in the development lifecycle.

Minimum engagement consists of 320 ADM (Application Developer Manager) hours. Smaller, customized engagements can be scoped upon special request. Developer Advanced support has a maximum of 800 ADM hours.

Available for Performance Support, Developer Performance support delivers comprehensive support across the application development lifecycle, providing customers with cloud architecture, vulnerability assessments, ALM/DevOps solutions, security development lifecycle, code reviews, performance and monitoring, application modernization, internet of things (IoT) implementation and management, training, and testing. It is the recommended level of assistance for customers that require complete development support for business critical as well as complex development environments.

Developer Performance support has a minimum engagement consists of 800 ADM hours. Smaller, customized engagements can be scoped upon special request.

2.3.5 Support for Mission Critical

2.4 Additional terms and conditions

Microsoft Unified Support services are delivered based on the following prerequisites and assumptions.

Base reactive services are provided remotely to the location(s) of your designated support
contacts. All other services are provided remotely to your location(s) designated or listed on
your Work Order, unless otherwise set forth in writing.

- Base reactive services are provided in English and, where available, may be provided in your spoken language. All other services are provided in the spoken language of the Microsoft services location providing services, or in English, unless otherwise agreed to in writing.
- We provide support for all versions of commercially released, generally available Microsoft software and Online Services products that you have purchased and are identified on the Product Terms, published by Microsoft from time to time at http://microsoft.com/licensing/contracts (or at a successor site that Microsoft identifies), unless otherwise set forth in a Work Order, an Exhibit to this Support Services Description, or specifically excluded on your online support portal at http://serviceshub.microsoft.com.
- Support for pre-release and beta products is not provided, except as otherwise noted in an attached exhibit.
- All services, including any additional services purchased as part of and during the Term of a Support Work Order, are forfeited if not utilized during the Term of the applicable Work Order.
- Scheduling of services is dependent upon the availability of resources and workshops may be subject to cancellation if minimum registration levels are not met.
- We can access your system via remote connection to analyze problems at your request. Our
 personnel will access only those systems authorized by you. To utilize remote connection
 assistance, you must provide us with the appropriate access and necessary equipment.
- Some services may require us to store, process, and access your customer data. When we do
 so, we use Microsoft-approved technologies which comply with our data-protection policies
 and processes. If you request that we use technologies not approved by Microsoft, you
 understand and agree that you are solely responsible for the integrity and security of your
 customer data and that Microsoft assumes no liability in connection with the use of nonMicrosoft-approved technologies.
- If you request cancellation of a previously scheduled service, Microsoft may choose to deduct a cancellation fee of up to 100 percent of the price of the service; if the cancellation or rescheduling was done with less than 14 days' notice prior to the first day of delivery.
- When purchasing additional services, we may require the inclusion of service delivery management to facilitate delivery.
- If you ordered one type of service and wish to exchange it for another type of service, you may apply equivalent list rate value to an alternative service that is available within your Base Package, where available, and agreed with your service delivery resource.
- Software Assurance Benefits 24x7 Problem Resolution Support Incidents (SA PRS Incidents, or "SAB"), may be converted to an equivalent value (as determined by Microsoft) and used towards the fees for Base Package support, eligible components of Designated Support Engineering (DSE) and/or eligible components of Enhanced services and solutions. Your delivery management resource can confirm such value(s) and fee(s), if applicable. After 30 days of the Support Commencement Date, we may invoice you for the equivalent value of any deficit SAB you commit for any such conversion, as designated in your Work Order.
- At your request, we will provide reporting detailing your organization's use of Microsoft Support. Consumption metrics are reflective of the current accessible data available to

- Microsoft and may be changed or amended. Customized reporting is also available and may require an additional purchase order.
- Not all additional services may be available in your country. Please contact your service delivery resource for details.
- Support services are limited to advice and guidance related to code owned by you or by Microsoft.
- You agree that the only non-Microsoft code to which you provide us access to is code that you own.
- Support does not provide code of any kind, other than sample code.
- There may be minimum platform requirements for the services purchased.
- Services may not be delivered through to your customers.
- If you have an Advanced or Performance Support Base Package and where onsite visits are
 mutually agreed upon and not pre-paid, we will bill you for reasonable travel and living
 expenses. You agree to notify Microsoft of any applicable travel and expense requirements
 such as per diem rates or restrictions on travel.

Additional prerequisites and assumption may be set forth in relevant Exhibits.

2.5 Your responsibilities

Optimizing the benefits of your Microsoft Unified Support services is contingent upon you fulfilling the following responsibilities, in addition to those set forth in any applicable exhibits. Failure to comply with the following responsibilities may result in delays of service:

- You will designate a named support services administrator who is responsible for leading
 your team and managing all of your support activities and internal processes for submitting
 support incidents requests to us.
- Depending on your Base Package as outlined below, you can designate named reactive support contacts who are responsible for creating support requests through the Microsoft support website or by phone. Cloud administrators for your cloud-based services may also submit cloud support requests through the applicable support portals.
 - Core Support Up to five (5) named contacts
 - Advanced Support Up to twenty (20) named contacts
 - o Performance Support –Up to thirty (30) named contacts
- For online services support requests, Cloud administrators, for your cloud-based services, must submit support requests through the applicable online service support portal.
- In addition to your support services administrator, designated named reactive support
 contacts and authorized cloud administrators, you may purchase additional named contacts
 up to the maximum listed below for the number of additional named contacts who will be
 authorized to create support issue requests. Additional contacts may be purchased up to the
 following thresholds:
 - o Core Support Up to five (5) additional named contacts
 - Advanced Support Up to twenty (20) additional named contacts
 - o Performance Support Up to thirty (30) additional named contacts

- When submitting a service request, your reactive support contacts should have a basic
 understanding of the problem you are encountering and an ability to reproduce the problem
 in order to assist Microsoft in diagnosing and triaging the problem. These contacts should
 also be knowledgeable about the supported Microsoft products and your Microsoft
 environment to help resolve system issues and to assist Microsoft in analyzing and resolving
 service requests.
- You agree to work with us to plan for the utilization of services, based upon the services you purchased.
- You agree to notify us of any changes to the named contacts designated in your Work Order.
- You may be required to perform problem determination and resolution activities, as requested by us. These may include performing network traces, capturing error messages, collecting configuration information, changing product configurations, installing new versions of software or new components, or modifying processes.
- You are responsible for backing up your data and for reconstructing lost or altered files
 resulting from catastrophic failures. You are also responsible for implementing the procedures
 necessary to safeguard the integrity and security of your software and data.
- You agree, where possible, to respond to customer satisfaction surveys that we may provide from time to time regarding the services.
- You are responsible for any travel and expenses incurred by your employees or contractors.
- You may be asked by your service delivery resource to fulfill other responsibilities specific to the service you purchased.
- When using cloud services as part of this support, you must either purchase or have an existing subscription or data plan for the applicable online service.
- If you have an Advanced or Performance Support Package, you agree to submit requests for Proactive services, along with any necessary or applicable data, no later than 60 days prior to the expiration date of the applicable Work Order.
- If you have an Advanced or Performance Support Package, you agree to provide our service delivery team required to be onsite with reasonable telephone and high-speed Internet access and access to your internal systems and diagnostic tools, as applicable.

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