

Premier Support Services Description

State and Local Government – Microsoft Premier Support Services Description

(Microsoft Affiliate to complete)

Services Description Number

(For Microsoft Internal Purposes Only)

MSL Number

This services description ("**Services Description**") is made pursuant to the Centralized Contract with OGS, referenced as PS67930. The Centralized Contract is effective as of January 1st, 2018, which is incorporated herein by this reference. In this Services Description "**You**", "**Your**" or "**Customer**" means the undersigned Authorized User and "**We**," "**Us**," or "**Our**" means Microsoft. Any terms not otherwise defined herein will assume the meanings set forth in the Centralized Contract. This Services Description is comprised of this cover page and the Services Description terms below, which are incorporated herein by this reference.

<i>Customer Invoice Information</i>		
Name of Customer		Contact Name (This person receives invoices under this Services Description unless otherwise specified on Your purchase order.)
Name of Customer or Affiliate that executed the Agreement if different than the undersigned		
Street Address		Contact E-mail Address
City	State/Province	Phone
Country	Postal Code	Fax
<i>Invoicing</i>		
Premier Support is a prepaid service and all fees and any applicable taxes are due upon acceptance of this Services Description. We must be in receipt of a purchase order, check, or other acceptable form of payment before We will begin providing Services. We will invoice You for additional Services performed and expenses incurred. Our invoices will be directed to Your representative for payment at the address shown above unless otherwise provided in a purchase order. Notwithstanding the foregoing, multi-year Service Descriptions will be invoiced upon Our acceptance of this Services Description for year one and the remaining installments will be invoiced at the subsequent anniversaries of the Commencement Date as defined on the Fee and Named Contacts Schedule(s).		
<i>Term</i>		
This Services Description will commence on _____ and will expire on _____ (the "Expiration Date") unless otherwise extended by a subsequent FNC(s).		

By signing below each entity acknowledges and agrees to be bound to the terms of the Centralized Contract and this Services Description.

<i>Customer</i>	<i>Microsoft Affiliate</i>
Name of Customer (please print)	Name Microsoft Corporation
Signature	Signature
Name of person signing (please print)	Name of person signing (please print)
Title of person signing (please print)	Title of person signing (please print)
Date	Date

1. OVERVIEW. This Services Description describes the various types of services that may be obtained (the “Services”). In addition, it sets forth each entity’s respective responsibilities, prerequisites and assumptions that underlie the provision of the Services, applicable fees, and additional terms and conditions. The Services focus on the following key areas:

Support Account Management from an assigned Microsoft resource (“Services Resource”) helps to build and maintain relationships with Your management and service delivery staff and helps You arrange each element of the Premier Support to meet Your business requirements.

Workshops help You to prevent problems, increase system availability and assist with creating MS Products and solutions based on Microsoft technologies.

Problem Resolution Support provides assistance for problems with specific symptoms encountered while using MS Products, where there is a reasonable expectation that the problem is caused by MS Products.

Support Assistance provides short-term advice and guidance for problems not covered with Problem Resolution Support as well as requests for consultative assistance for design, development and deployment issues.

Information Services provide Your staff with the latest knowledge on Microsoft technologies to enhance Your in-house support capabilities.

2. AVAILABLE SERVICES. You may utilize any combination of the following Services. Unless We specify otherwise, the Services are charged on an hourly basis and will be deducted from the total number of hours You have purchased as set forth in the attached Fee and Named Contacts Schedule(s).

2.1 Support Account Management. Support Account Management services are intended to help coordinate the support and services relationship. The Services Resource is Your advocate within Microsoft and facilitates a team that can provide Workshops, Problem Resolution Support, and Support Assistance. The Services Resource also serves as the point of information delivery and provides Your feedback regarding the Services to other Microsoft groups. The Services Resource will engage with You in the following activities which will be deducted from the pre-paid hours listed in the “Premier Support Fee and Named Contacts Schedule” section below:

- a. Planning and Resource Facilitation. At the commencement of this Service Description, an orientation and planning session can be conducted with Your management and staff via teleconference or onsite if an onsite visit has been purchased. The purpose of this meeting is to discuss the Services available, gather input regarding Your support needs, and jointly plan Your use of the Services.
- b. Status Meetings and Reporting. A status report can be prepared on a regular basis, to summarize the Services delivered during the previous reporting period. Status meetings will be conducted to discuss Service activities, monitor Your satisfaction levels, and discuss actions or adjustments that may be required. Customized reporting can be provided at Your request and any additional related labor will be deducted from Your Support Assistance hours.
- c. Escalation Management. Support issues that require escalation to other resources within Microsoft can be closely managed by the Services Resource to expedite resolution.

2.2 Workshops. The goal of Workshops and Events is to provide You proactive technical information to assist in the design, development or deployment of Microsoft technologies. All registration requirements for Onsite Workshops and Events must be completed by You 60 days prior to the expiration date of the applicable Fee and Named Contacts Schedule(s). Additional benefits may include instruction to help reduce the number and minimize the impact of problems related to MS Products that You experience. Workshops can include the following:

- a. Workshops. We can conduct instructor-led training sessions that emphasize Microsoft technologies at Your facility or on location at Microsoft. If You elect to have a Workshop conducted at Your facility, We will provide You with specifications for configuring Your environment prior to the delivery of the Workshops. Workshops are individually scoped and priced depending upon the length, delivery location and material presented. Your Services Resource can provide You with a current list of available Workshops.
- b. Events. We can provide broad and deep technical development-focused presentations, combined with hands-on labs that provide training and facilitate Your implementations of Microsoft technologies. These Events provide the

opportunity to interact with MS Product groups, Premier support development resources and marketing contacts. Your Services Resource can provide You with notification of scheduled Events.

2.3 Problem Resolution Support. Problem Resolution Support provides assistance for problems with specific symptoms encountered while using MS Products, where there is a reasonable expectation that the problems are caused by MS Products. Problem Resolution Support is available 24 hours a day, 7 days a week. Requests for support may be submitted via telephone or electronically through the Premier online website by Your designated contacts, except for Severity 1 and A which must be submitted via telephone as set forth below in Section 2.3(a). Problem Resolution Support can include any combination of the following:

- a. ***Problem Request (Break-Fix).** An assisted break-fix support request, also known as an incident, is defined as a single support issue and the reasonable effort needed to resolve it. A single support issue is a problem that cannot be broken down into subordinate issues. If a problem consists of subordinate issues, each shall be considered a separate incident. Incidents requiring an onsite visit will be charged on an hourly basis and will include charges for travel and living expense in accordance with the Contract. In certain situations, We may provide You with a Hotfix in response to an assisted break-fix support request. Hotfixes are designed to address Your specific problems and are not regression tested. Either the Services Resource or the Support Engineer will inform the Authorized User that the hotfix is provided “as is”, and should be implemented in a test (non-production) environment prior to production implementation. Except as otherwise provided herein or in an Exhibit, Hotfixes may not be distributed to unaffiliated third parties without Our express written consent.*

Problem Resolution Support is charged on an hourly basis and includes the commercially reasonable amount of hours of Services necessary to troubleshoot and help resolve the support issue, which is within the scope of the Centralized Contract. Hours-based incidents are deducted from the pre-paid hours set forth in the attached Fee and Named Contacts Schedule(s) or charged to You in arrears if all pre-paid hours have been exhausted.

You are responsible for setting the initial severity level in consultation with Us and You can request a change in severity level at any time. The incident severity will determine the response levels within Microsoft and estimated response times and Your responsibilities are defined in the following table:

Severity	Situation	Our Expected Response	Your Expected Response
1 Submission via phone only	<ul style="list-style-type: none"> Catastrophic business impact: Complete loss of a core (mission critical) business process and work cannot reasonably continue Needs immediate attention 	<ul style="list-style-type: none"> 1st call response in 1 hour or less Our Resources at Your site as soon as possible. Continuous effort on a 24x7 basis Rapid Escalation within Microsoft to MS Product teams Notification of Our Senior Executives 	<ul style="list-style-type: none"> Notification of Your Senior executives Allocation of appropriate resources to sustain continuous effort on a 24x7 basis² Rapid access and response from change control authority
A Submission via phone only	<ul style="list-style-type: none"> Critical business impact: Significant loss or degradation of services Needs attention within 1hour 	<ul style="list-style-type: none"> 1st call response in 1 hour or less Our Resources at Your site as required. Continuous effort on a 24x7 basis Notification of Our Senior Managers 	<ul style="list-style-type: none"> Allocation of appropriate resources to sustain continuous effort on a 24x7 basis² Rapid access and response from change control authority Management notification
B Submission via phone or web	<ul style="list-style-type: none"> Moderate business impact: Moderate loss or degradation of services but work can reasonably continue in an impaired manner. Needs attention within 2 Business Hours¹ 	<ul style="list-style-type: none"> 1st call response in 2 hours or less Effort during Business Hours¹ only 	<ul style="list-style-type: none"> Allocation of appropriate resources to sustain Business Hours¹ continuous effort Access and response from change control authority within 4 Business Hours¹

C Submission via phone or web	<ul style="list-style-type: none"> • Minimum business impact: • Substantially functioning with minor or no impediments of services. • Needs attention within 4 Business Hours¹ 	<ul style="list-style-type: none"> • 1st call response in 4 hours or less • Effort during Business Hours¹ only 	<ul style="list-style-type: none"> • Accurate contact information on case owner • Responsive within 24 hours.
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¹ Business Hours are defined as 6AM to 6PM Pacific Time, Monday through Friday excluding holidays.

² We may need to downgrade the severity level if You are not able to provide adequate resources or responses to enable Us to continue with problem resolution efforts.

You may be required to perform problem determination and resolution activities as requested by Us. Problem determination and resolution activities may include performing network traces, capturing error messages, collecting configuration information, changing MS Product configurations, installing new versions of software or new components, or modifying processes.

You are responsible for implementing the procedures necessary to safeguard the integrity and security of Your software and data from unauthorized access and to reconstruct lost or altered files resulting from catastrophic failures.

- b. **Rapid Onsite Support Services.** You can request on-site support as an additional billable service. Our ability to provide onsite support is subject to Our resource availability, and the tasks performed will vary depending on the situation, environment, and business impact of the issue.
- c. **Software Assurance Benefits.** You may elect to convert Your Software Assurance 24x7 Problem Resolution Support Incidents (SA PRS Incidents) to Problem Resolution Support (PRS) hours or incidents for use consistent with Your Premier service plan at the time of transfer. This conversion is based on a local rate calculation. The local rate calculation is determined as follows:
 - A. The dollar value of one (1) incident multiplied by the number of incidents = dollar value to be converted.
 - B. The dollar value to be converted is divided by the contractual hourly rate for PRS hours = number of Premier hours per incident.

For example, as of February 1, 2017, one (1) incident has a dollar value of \$1315. The contractual hourly rate for PRS is \$227.

- A. \$1315 multiplied by one (1) incident = \$1315
- B. \$1315 divided by \$227 = 5.79 "PRS" hours per incident.

You may be required to purchase additional Support Account Management hours before converting SA PRS incidents/hours. All SA PRS Incidents You transfer are subject to this Services Description.

2.4 Support Assistance. Support Assistance provides short-term advice and guidance for problems not covered with Problem Resolution Support as well as requests for consultative assistance for design, development and deployment issues. Your Services Resource will work with You to determine Your specific Support Assistance needs.

The following are types of Support Assistance that can be utilized under this Services Description:

- a. **Infrastructure Support Assistance.** Infrastructure Support Assistance includes informal advice, guidance and knowledge transfer intended to help You implement Microsoft technologies in ways that avoid common support issues and decrease the likelihood of system outages.

These services also help You to resolve problems that are not attributed to MS Products including:

- Errors caused by Your networking infrastructure, hardware, non-Microsoft software, operational procedures, architecture, IT service management process, system configuration or human error.
- Multi-vendor coordination interoperability problems. Upon Your request, We will collaborate with third-party software suppliers to help resolve complex multi-vendor product interoperability issues.

- b. Reviews. A review is an assessment of a specific system, application or architecture to address design, development, deployment, and supportability issues for current or planned implementations of Microsoft technologies. Each review is individually scoped and estimated prior to scheduling resources, and a written report is produced to document findings and recommendations. **All requests for On-site reviews and the applicable data must be submitted to Us no later than 60 days prior to expiration date of the applicable Fee and Named Contacts Schedule(s).**
- c. Development Support Assistance. Development Support Assistance helps You in Your creation and development of internal applications on the Microsoft platform that integrate Microsoft technologies. Development Support Assistance specializes in Microsoft development tools and technologies.
- d. Lab Access. Microsoft can provide You with access to a lab facility to assist You with product development, benchmarking and testing, prototyping and migration activities on MS Products. These facilities must be scheduled in advance and are subject to availability.

2.5 Information Services. Information Services provide You with technical information about MS Products and support tools that help You to implement and operate MS Products in a more efficient and effective manner. Information Services can include any combination of the following:

- a. Premier online website. The Premier online website provides access to the following information resources at no additional charge:
 - Regularly updated MS Product news flashes documenting key support and operational information about MS Products.
 - Critical problem alerts notifying You of potentially high-impact problems.
 - Web response tool for submitting and checking the status of support incidents.
 - Microsoft Knowledge Base of technical articles and troubleshooting tools and guides.
- b. Support Webcasts. Support webcasts are regularly scheduled webcast discussions led by Our program managers, developers and professionals covering key areas of Microsoft technology. These are provided at no additional charge and require high speed internet access to participate.

2.6 Additional Services. You may request changes or additions to this Services Description at any time. Additional Services that are available for purchase, and the specific terms and conditions applicable to those Services, may be set forth in this Services Description, an attached Exhibit and/or Fee and Named Contacts Schedule(s). Additional Services must be authorized by the Centralized Contract and will be invoiced at the Centralized Contract rate at the time the Services are rendered or upon acceptance of an Exhibit and/or Fee and Named Contacts Schedule(s) referencing this Services Description. If you purchase additional Problem Resolution Support hours or convert Software Assurance hours to Problem Resolution Support hours, you may also be required to purchase additional Support Account Management hours. Prior to delivering additional Services, We must be in receipt of a purchase order, check or other acceptable form of payment.

3. PREREQUISITES AND ASSUMPTIONS. Our delivery of Services under this Services Description is based upon the following Prerequisites and Assumptions:

- a. All Services will be provided remotely to Your locations in the United States unless otherwise set forth in an Exhibit to this Services Description (see section 3(k) below). Where additional onsite visits are mutually agreed, and not pre-paid and defined on your Fee and Named Contacts Schedule, You will be billed for travel and living expenses in arrears in accordance with the Centralized Contract terms. Alternatively, You agree that any travel related expenses incurred by Microsoft may be decremented from the Support Assistance hours in accordance with the Centralized Contract terms, if You so authorize. By signing this Services Description, You certify that You possess the authority for this approval and such conversion is in compliance with any applicable government procurement and audit rules or regulations applicable to You. This conversion is based on the following formula:

The dollar value of actual travel expenses incurred pursuant to the Centralized Contract terms divided by the price per Problem Resolution Support hour = number of PRS hours decremented.

For example as of the February 1, 2017, one (1) PRS hour is \$227.00 If actual expenses incurred are \$500.00, then:

\$500.00 divided by \$227.00 = 2.2 hours decremented.

- b. All Services will be provided in the English language unless otherwise agreed to by You and Us in writing or in an Exhibit to this Services Description.
- c. We will provide support for all United States versions of commercially released generally available MS Products unless otherwise set forth in an Exhibit to this Services Description or specifically excluded on the Premier online website. Support for those MS Products that have entered the Extended Support Phase, as defined on the Premier online website, will be charged on an hourly basis only. Non-security related Hotfix support is not available for MS Products that have entered the Extended Phase of support unless You have purchased such support in an Exhibit to this Services Description.
- d. Support for pre-release MS Products is not provided except as otherwise provided in an attached Exhibit.
- e. **ALL SERVICES, INCLUDING ANY ADDITIONAL SERVICES PURCHASED DURING THE TERM OF FEE AND NAMED CONTACTS SCHEDULE(S) SHALL BE FORFEITED IF NOT UTILIZED DURING THE TERM OF THE APPLICABLE FEE AND NAMED CONTACTS SCHEDULE(S).**
- f. Support Assistance is dependent upon the availability of resources.
- g. We can access Your system via remote dial-in to analyze problems at Your request. Our personnel will access only those systems authorized by You. We may provide You with software to assist with problem diagnosis and/or resolution. Such software is Microsoft's property and must be returned to Us promptly upon request. In order to utilize remote dial-in assistance, You must provide Us with the appropriate access and necessary equipment.
- h. You must have access to the Internet in order to take advantage of Internet-based services.
- i. Additional Prerequisites and Assumption may be set forth in relevant Exhibits.
- j. When purchasing Problem Resolution Support, we will require a corresponding quantity of Support Account Management to facilitate delivery of your Problem Resolution Support. If you purchase additional Problem Resolution Support, Support Assistance, or if you convert Software Assurance hours to Problem Resolution Support hours or incidents, you may be required to purchase additional Support Account Management.
- k. Resource Site Visits (number of trips to Your location) are mutually agreed upon at acceptance of this Services Description and the total fixed price amount for these visits are included in Your Fee and Named Contacts Schedule.

4. YOUR RESPONSIBILITIES. This section sets forth Your performance obligations under this Services Description. Our performance is predicated upon You fulfilling the following responsibilities in addition to those set forth in Section 2.3 and any applicable Exhibits. Failure to comply with the following responsibilities may result in delays of Service.

- a. You can designate named contacts as set forth in the attached Fee and Named Contacts Schedule(s), one of which will be the Customer Support Manager ("CSM") for support related activities. The CSM is responsible for leading Your team and will manage all of Your support activities, and internal processes for submitting support requests to Us. Each contact will be supplied with an individual account number for access to the Premier online website, support issue submission and access to Your Services Resource. In addition to the named contacts, You may also identify two types of group contacts as follows:
 - One type will receive a shared account ID that provides access to the Premier online website for information content and the ability to submit support requests through the Premier online website or by telephone.
 - One type will receive a shared account ID that provides access to the Premier online website for information content only.
- b. You agree to work with Us to plan for the utilization of Services based upon the service level You purchased.
- c. You agree to provide an internal escalation process to facilitate communication between Your management and Us as appropriate.
- d. You agree to good faith efforts consistent with law to respond to customer satisfaction surveys We may provide to You from time-to-time regarding the Services.

- e. You agree to provide reasonable office space, telephone and high speed internet access, and access to Your internal systems and diagnostic tools to Our Services Resources that are required to be on-site.
- f. You are responsible for any travel and expenses incurred by Your employees or vendors.

5. ADDITIONAL TERMS AND CONDITIONS. Except as otherwise set forth in an Exhibit (or attachment to an Exhibit) to this Services Description, this section governs the ownership and use rights of any computer code or other materials that may be provided under this Services Description.

- a. **Pre-existing Work.** All rights in any computer code or materials developed or otherwise obtained by or for Us or Our affiliates, or You or Your affiliates independently of this Services Description ("Pre-existing Work") shall remain the sole property of the entity providing the Pre-existing Work. During the performance of the Services for this Services Description, each entity grants to the other entity (and Our vendors as necessary) a temporary, non-exclusive license to use, reproduce and modify any of its Pre-existing Work provided to the other Party solely for the performance of such Services. We grant You a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) Our Pre-existing Work in the form delivered to You for Your internal business operations without any obligation of accounting or payment of royalties. Your licenses to Our Pre-existing Work are conditioned upon Your compliance with the terms of the Centralized Contract and this Services Description and the perpetual license applies solely to Our Pre-existing Work that is left to You at the conclusion of Our performance of the Services.
- b. **Materials.** All rights in any materials developed by Us (other than software code) and provided to You in connection with the Services ("Materials") shall be owned by Us except to the extent such Materials constitute Your Pre-existing Work. Upon payment in full, We grant You a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify the Materials solely for Your internal business operations and without any obligation of accounting or payment of royalties. You may sublicense the rights granted herein to Your Affiliates. We acknowledge that Materials may be subject to a NYS Freedom of Information Law (Public Officers Law Article 6), specifically §87 and §89 ("FOIL") request, however we reserve all rights under FOIL, as Materials may incorporate Microsoft trade secret information. All rights not expressly granted, are reserved.
- c. **Sample Code.** We grant You a nonexclusive, perpetual, royalty-free right to use and modify any software code provided by Us for the purposes of illustration ("Sample Code") and to reproduce and distribute the object code form of the Sample Code, provided that You agree: (i) to not use Our name, logo, or trademarks to market Your software product in which the Sample Code is embedded; and (ii) to include a valid copyright notice on Your software product in which the Sample Code is embedded. Authorized User agrees that neither Contractor nor its suppliers shall incur any liability that arise or results from the Authorized User's use or distribution of Sample Code.
- d. **Reservation of Rights.** All rights not expressly granted in this Section 5 are reserved.

6. Attachments: The following Schedule(s) and Exhibits are attached at the execution of this Services Description:

- Microsoft Premier Support Services Description Schedule: Fee and Named Contacts Schedule
- Microsoft Premier Support Services Description Exhibit: Extended Hotfix Support Program
- Microsoft Premier Support Services Description Exhibit: Third Tier Support
- Microsoft Premier Support Services Description Exhibit: Custom Support
- Microsoft Premier Support Services Description Exhibit: Premier Support for Developers
- Microsoft Premier Support Services Description Exhibit: Dedicated Support Engineering

Premier Support Fee and Contacts Schedule

*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

<http://www.ogs.ny.gov/purchase/snt/awardnotes/7630423082can.htm>

Centralized Contract with OGS, PS67930

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 Centralized Contract, MSA and the Services Description.

By signing below each entity acknowledges and agrees to be bound to the terms of the Centralized Contract and this Services Description Schedule.

<i>Customer</i>	<i>Microsoft Affiliate</i>
Name of Customer (please print)	Name Microsoft Corporation
Signature	Signature
Name of person signing (please print)	Name of person signing (please print)
Title of person signing (please print)	Title of person signing (please print)
Date	Date
<i>Term</i>	
This Schedule will commence on _____ (the “Commencement Date”) and will expire on _____ (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

Services Summary	Year 1	Year 2	Amount	Total Price (US\$)
Country: United States	\$	\$	\$	
Service Offering 1	\$	\$	\$	
Service Offering 2	\$	\$	\$	
	\$	\$	\$	
Total Amount Due	\$	\$	\$	\$

The Fee Schedule has a base year followed by two option years. Price increases are governed by the Centralized Contract, but the 5% year over year pricing increase in Year 2 and Year 3 is stated for budgetary purposes only. You will be billed the then current NYS Price List rate(s) effective on the Commencement Date of Year 2 and 3.

b. Software Assurance Benefits

You may elect to convert Your Software Assurance 24x7 Problem Resolution Support Incidents (SA PRS Incidents) to Problem Resolution Support (PRS) hours or incidents for use consistent with Your Premier service plan at the time of transfer. This conversion is based on a local rate calculation that will be provided by your Services Resource. The calculation used for this conversion is the same as described in Section 2.3(c) of the Services Description. You may be required to purchase additional Support Account Management hours before converting SA PRS incidents/hours. All SA PRS Incidents You transfer are subject to this Services Description.

When purchasing Problem Resolution Support, we will require a corresponding quantity of Support Account Management to facilitate delivery of your Problem Resolution Support. If you purchase additional Problem Resolution Support, Support Assistance, or if you convert Software Assurance hours to Problem Resolution Support hours or incidents, you may be required to purchase additional Support Account Management

c. Services by Support Location

Country : United States (Premier Standard 0)
<ul style="list-style-type: none"> • Support Account Management (estimated at____) • Up to ____hours for Support Assistance* • Up to ____hours for Problem Resolution

* All registration requirements for On-Site 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).

2. MICROSOFT CONTACT

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

Microsoft Contact Name: Mary Rehus
Senior Services Executive
E-Mail Address: mrehus@microsoft.com
Phone: 1 (973) 879-6321

3. CUSTOMER NAMED CONTACTS

a. Premier Customer Named Contacts: Any subsequent changes to the Named Contacts should be submitted to the Services Resource by the CSM.

Contacts will be carried forward from the previous Term, if applicable.

Premier Support Exhibits

The following Schedule(s) and Exhibits are available via Microsoft Premier Support, and can be included via adding exhibits to your Services Description or Fee and Named Contacts Schedule. These exhibits are available in separate standalone documents.

- Microsoft Premier Support Services Description Schedule: Fee and Named Contacts Schedule
- Microsoft Premier Support Services Description Exhibit: Extended Hotfix Support Program
- Microsoft Premier Support Services Description Exhibit: Third Tier Support
- Microsoft Premier Support Services Description Exhibit: Custom Support
- Microsoft Premier Support Services Description Exhibit: Premier Support for Developers
- Microsoft Premier Support Services Description Exhibit: Dedicated Support Engineering

Microsoft Premier Support Services Description Exhibit: Custom Support Standard Program (Product and/or Service Pack)

(Microsoft Affiliate to complete)
**Premier Support
Services Description Number**

(Microsoft Affiliate to complete)
Exhibit Number

This Exhibit is made pursuant to the Microsoft Premier Support Services Description identified above (the “**Services Description**”), which is incorporated herein by this reference. In this Exhibit “**You**”, “**Your**” or “**Customer**” means the undersigned customer and “**We**,” “**Us**,” or “**Our**” means the undersigned Microsoft affiliate. Any terms not otherwise defined herein will assume the meanings set forth in the Centralized Contract or Services Description.

<i>Customer</i>		<i>Microsoft Affiliate</i>	
Name of Customer (please print)		Name	
Signature		Signature	
Name of person signing (please print)		Name of person signing (please print)	
Date		Date	
<i>Term</i>			
This Exhibit will commence on _____ and expire coterminous with the Fee and Named Contacts Schedule.			

By signing below the entities acknowledge and agree to be bound to the terms as set forth above.

1. OVERVIEW. This Exhibit describes the specific areas of service, responsibilities, fees, and terms associated with Premier Custom Support (“**Custom Support**”). Custom Support will be provided for the Product(s) listed in the attached Fee and Named Contacts Schedule (“**Enrolled Product**”) and focuses on the following key areas: Support Account Management, Problem Resolution Support and Support Assistance.

2. Available Services.

2.1 Support Account Management. The Services provided under this section consist of the services described in Section 2.1 of the Services Description.

2.2 Problem Resolution Support. The Services provided under this section consist of the services described in Section 2.3 of the Services Description, unless Your Enrolled Product is a Service Pack.

For all Enrolled Product(s) whose support retired before 1 January 2010: Security Hotfixes are limited to security vulnerabilities defined as “**Critical**” and “**Important**” for the Enrolled Product by the Microsoft Security Response Center (MSRC) only.

For all Enrolled Product(s) whose support retired after 1 January 2010: Security Hotfixes are limited to security vulnerabilities defined as “**Critical**” for the Enrolled Product by the Microsoft Security Response Center (MSRC) only. You may request security Hotfixes for vulnerabilities that are not rated as “Critical” by the MSRC for an additional fee.

Non-security hotfixes may also be available for an additional fee. However, non-security hotfixes are NOT available if the Enrolled Product is a service pack; unless it is the last supported service pack released for the enrolled product.

We will use commercially reasonable efforts to respond to Your requests for Hotfixes. However, You acknowledge that there may be cases where a Hotfix cannot be effectively created or provided. **This**

includes “**Critical**” and “**Important**” security hotfixes. Notwithstanding Section 2.3 of the Services Description, all requests for Problem Resolution Support must be submitted via telephone by your designated contacts.

For MSRC definitions please refer to Microsoft Security Response Center Security Bulletin Rating System available at <http://www.microsoft.com/technet/security/bulletin/rating.mspx>.

2.3 Support Assistance. Support Assistance provides short-term advice and guidance for problems not covered with Problem Resolution Support that you may encounter while using the Enrolled Product, where there is a reasonable expectation that the issue is limited to the Enrolled Product. Your Services Resource will work with You to determine Your specific Support Assistance needs.

3. PREREQUISITES AND ASSUMPTIONS. Our delivery of Services under this Exhibit is based upon the following additional Prerequisites and Assumptions:

- All Services will be provided in the English language unless otherwise designated in the attached Fee and Named Contacts Schedule. If both parties agree to non-English language support, support times may be extended to enable translation for which localization fees may apply.
- You will maintain the necessary number of Support Account Management, Support Assistance and Problem Resolution Support hours to support a request for Custom Support Services or to request a Hotfix.
- The purpose of this Exhibit is not to provide added features, functionality, updates or design changes but only to address security vulnerabilities defined as “**Critical**” (or depending upon the Enrolled Product, “**Important**”); in the Enrolled Product as confirmed by the Microsoft Security Response Center.
- The Enrolled Product under this Exhibit covers only the English version, unless otherwise noted in the attached Fee and Named Contacts Schedule.
- Custom Support enrollment fees are nonrefundable. Because you will receive the benefit of the work done during the Custom Support program, all Custom Support program fees are calculated as if you enrolled on the first day the Custom Support program for your Enrolled Product is offered. For example, if Custom Support for Windows XP SP2 becomes available on July 14, 2010, but you don’t enroll until October 13, 2011, Your program fee will be calculated from July 14, 2010.
- Our delivery of Custom Support is dependent upon availability of resources. **This includes Critical and Important security Hotfixes.**
- Hotfixes purchased by the customer may be provided by Microsoft to other customers within the program at any time.
- All “per hotfix” fees paid for security and non-security hotfixes, during the term are non-refundable and must be used for the purpose intended on or before the end of the term specified in the attached Fee and Named Contacts Schedule.
- Access to Microsoft resources for replacement of security and non-security hotfixes will be terminated following the end of the term specified in attached Fee and Named Contacts Schedule. If the files downloaded while enrolled in Custom Support are lost, damaged or otherwise rendered unusable after the term of enrollment has expired, re-enrollment is required to regain access.
- Premier Support is a prerequisite for Custom Support enrollment. The Custom Support contract dates and Premier Support Services Description contract dates may differ. If the Premier Support Services contract lapses or is terminated, the Custom Support contract will be terminated on the same date.
- Hotfixes for time zone or Daylight Savings Time issues are not included in the Custom Support program. These may be made available upon request for a per hotfix fee.

4. YOUR RESPONSIBILITIES. This section sets forth Your additional performance obligations under this Exhibit. Our performance is predicated upon Your fulfillment of the following responsibilities in addition to those set forth herein or in the Services Description. Failure to comply with the following responsibilities may result in delays of service.

- You must have and maintain a current Premier support service plan. More specifically, You must be current on all Premier support service plan fees in addition to the Premier Custom Support fees listed in section 6 below. Any Custom Support Hotfix fees and applicable localization fees, as set forth in the attached Fee and Named Contacts Schedule will be billed to You once the Hotfix is delivered to you.
- You must install and run the most current service pack for the Enrolled Product(s) listed in the attached Fee and Named Contacts Schedule (if any) before We will provide Custom Support services.
- You will designate a Contact who will manage all Your activities, tasks, and responsibilities associated with this Exhibit.

5. PRODUCT ENROLLMENT. Specific terms including eligible languages, enrolled product and/or service pack, contract commencement and end dates are set forth in the attached Fee and Named Contact Schedule.

6. SUPPORT FEES. The non-refundable Custom Support Standard Program Fee and payment of any applicable taxes are due based on the Fee Summary set forth in the attached Fee and Named Contacts Schedule. We must be in receipt of a purchase order, check, or other acceptable form of payment before we will begin providing Services. We will invoice You for additional Services performed and expenses incurred. The minimum enrollment term is one quarter (3 months).

7. Excluded Services. The following Services provided under the Services Description are not available during the Custom Support phase of your Enrolled Product:

- Workshops and Events
- Support Assistance
- Information Services
- Additional Services. Custom Support is not considered an Additional Service.

**Microsoft Premier Support Services Description Exhibit:
Dedicated Support Engineering (DSE)**

(For Microsoft Internal Purposes Only)
Premier Support Services Description Number

(For Microsoft Internal Purposes Only)
Exhibit Number

This Exhibit is made pursuant to the Microsoft Premier Support Services Description identified above (the “**Services Description**”). The terms of the Services Description are incorporated herein by this reference. Any terms not otherwise defined herein will assume the meanings set forth in the Services Description.

By signing below the entities acknowledge and agree to be bound to the terms as set forth above.

<i>Customer</i>	<i>Microsoft Affiliate</i>
Name of Customer (please print)	Name
Signature	Signature
Name of person signing (please print)	Name of person signing (please print)
Date	Date
<i>Term</i>	
This Exhibit will commence on _____ (the “Commencement Date”) and will expire conterminous with the Fee and Named Contacts Schedule (the “expiration date”).	

<i>Term</i>
This Exhibit will commence on _____ (the “Commencement Date”) and will expire conterminous with the Fee and Named Contacts Schedule (the “expiration date”).

1. **OVERVIEW:** The following Services are provided in addition to those set forth in the Services Description:
2. **DEDICATED SUPPORT ENGINEERING:** Dedicated Support Engineering is available during normal business hours (defined below) and supports the specific Microsoft products/technologies designated in Your Fee and Named Contact Schedule(s) with a focus on delivering engaged, hands-on preventative support. Dedicated Support Engineering hours are deducted from the total number of Dedicated Support Engineering hours designated in your Fee and Named Contacts Schedule(s). Normal business hours are defined as 8AM to 5PM in the local time where the DSE resources are located, Monday through Friday excluding holidays. After normal business hours, You should follow existing Premier Support procedures for initiating and escalating incidents. Your Technical Account Manager will engage Your Dedicated Support Engineering resource(s) after normal business hours for critical situations as needed.
3. **DELIVERABLES:** Dedicated Support Engineering resource(s) will be allocated, prioritized and assigned as agreed upon by both parties during an initial engagement kick-off meeting, which will be documented and delivered to You in a Premier Service Delivery Plan. The focus of the DSE Services include but are not limited to:
 - a) **Problem Prevention/Incident Resolution designed to:**
 - Supplement the current Microsoft Premier Support engagement through delivery of timely and high quality problem prevention/incident resolution, both directly and working in conjunction with Microsoft internal customer support resources.
 - Work in conjunction with Microsoft internal customer support resources to act as a ‘catalyst’ for incident resolution that are within the Dedicated Support Engineering resources’ products/technologies skill sets.

- Develop and implement strategies for providing proactive support resulting in fewer incidents, increased availability of Your covered Microsoft products/technologies, and supportable deployments.
- Commercially reasonable attempts will be made to determine root cause of recurring incidents and provide recommendations to prevent further disruptions in the designated Microsoft products/technologies.

b) *Technical/Business Focus designed to:*

- Maintain deep knowledge of Your current and future business requirements and configuration of Your information technology environment to provide high quality focused support.
- Proactively document recommendations of the use of Premier Support related deliverables, e.g. supportability reviews, healthchecks, workshops, risk assessment programs, etc. to improve the operational health of the designated Microsoft products/technologies deployed in Your environment.
- Ensure deployment and operation activities are consistent with Your planned and current implementations of designated Microsoft products/technologies.
- Ensure maximum possible knowledge transfer to enhance Your support staffs' technical and operational skills for the designated Microsoft products/technologies.
- Encourage and assist in the creation and maintenance of customer-specific documentation to support Your environment configuration, disaster recovery, network topology, IT/Operations scorecard, etc. for the designated Microsoft products/technologies.

c) *Integration of Work designed to:*

- Ensure tight integration of their work with that of Your assigned Technical Account Manager to ensure coordinated service delivery.
- Develop a relationship with any Microsoft resource(s) at Your site, resulting in more participation in project planning and thus improved operational health on the designated Microsoft products/technologies.

**Microsoft Premier Support Services Description Exhibit:
Extended Hotfix Support Program**

(Microsoft Affiliate to complete)
**Premier Support Services Description
 Number**
 (Microsoft Affiliate to complete)
Exhibit Number

This Exhibit is made pursuant to the Microsoft Premier Support Services Description identified above (the “**Services Description**”). The terms of the Centralized Contract and Services Description are incorporated herein by this reference. Any terms not otherwise defined herein will assume the meanings set forth in the Centralized Contract and Services Description.

By signing below the entities acknowledge and agree to be bound to the terms as set forth above.

<i>Customer</i>		<i>Microsoft Affiliate</i>	
Name of Customer (please print)		Name Microsoft Corporation	
Signature		Signature	
Name of person signing (please print)		Name of person signing (please print)	
Date		Date	
<i>Term</i>			
This Exhibit will commence on _____ and expire according to the dates as set forth in Section 3 below.			

- OVERVIEW.** This Exhibit allows You to request a Hotfix for the Microsoft software identified in Section 3 below (“Enrolled Product”), which has entered the Extended Support Phase.
- PREREQUISITES AND ASSUMPTIONS.** Our responsibilities and ability to deliver Services under this Exhibit is based upon the following Prerequisites and Assumptions:
 - We will use commercially reasonable efforts to respond to Your requests for Hotfixes. However, You acknowledge that there may be cases where a Hotfix cannot be effectively created or provided. Hotfixes are designed to address Your specific problems and are not regression tested. Hotfixes may not be distributed to unaffiliated third parties without Our express written consent.
 - Delivery time(s) for Hotfixes for non-English version(s) of the Enrolled Product identified in Section 3 below (if any) may vary and localization fees may apply.
 - Problem Resolution Support hours or incidents must be available under Your Services Description in order to request a Hotfix.
 - The purpose of this Exhibit is not to provide added features, functionality, updates or design changes, but only to address problems in the Enrolled Product which

cause the Enrolled Product to crash, lose data or otherwise materially deviate from the product's documented functionality.

3. **PRODUCT ENROLLMENT.** This section identifies the Enrolled Product and any pertinent exceptions to the Microsoft Lifecycle policy.

Year	Enrolled Product with Version and Service Pack	Support Dates for Enrolled Product_		Eligible Languages_
		Start Date_	End Date_	
X	<Insert Product, Product version and Service Pack, i.e. Internet Explorer 6 SP 1>	<Insert start date of coverage for Extended Support>_	<Insert end date of coverage for Extended Support>_	<Insert languages which may be covered>_
X	<Insert Product, Product version and Service Pack, i.e. Internet Explorer 6 SP 1>	<Insert start date of coverage for Extended Support>_	<Insert end date of coverage for Extended Support>_	<Insert languages which may be covered>_

*Microsoft Premier Support Services Description Exhibit:
Premier Support for Developers (PSFD)*

(For Microsoft Internal Purposes Only)
Premier Support Services Description Number

(For Microsoft Internal Purposes Only)
Exhibit Number

This Exhibit is made pursuant to the Microsoft Premier Support Services Description identified above (the “**Services Description**”). The terms of the Services Description are incorporated herein by this reference. Any terms not otherwise defined herein will assume the meanings set forth in the Centralized Contract and Services Description.

By signing below, the entities acknowledge and agree to be bound by the terms as set forth above.

<i>Customer</i>	<i>Microsoft Affiliate</i>
Name of Customer (please print)	Name
Signature	Signature
Name of person signing (please print)	Name of person signing (please print)
Date	Date
<i>Term</i>	
This Exhibit will commence on _____ (the “Commencement Date”) and will expire conterminous with the Fee and Named Contacts Schedule (the “expiration date”). “Expiration Date”).	

1. **OVERVIEW:** The following Services are available in addition to those set forth in the Services Description:

PREMIER SUPPORT FOR DEVELOPERS (PSFD): PSFD Services are focused at developers who are building, deploying and supporting applications on Microsoft’s platform. PSFD Services consist of Support Account Management, as described in Section 2.1, provided by an assigned Application Development Manager (ADM) and Support Assistance, as described in Section 2.4 of Your Services Description, provided by Your Application Development Manager (ADM) (with assistance from other Microsoft engineering resources as necessary). Your Application Development Manager (ADM) is focused on delivering strategic advice on development and testing methodologies and on development issues encountered while using Microsoft products. PSFD Services are available during normal business hours. Normal business hours are defined as 8AM to 5PM in the local time where the Application Development Manager (ADM) resources are located, Monday through Friday excluding holidays.

2. **PREREQUISITES AND ASSUMPTIONS.** In addition to those prerequisites and assumptions outlined in Section 3 of Your Services Description, Our delivery of the Services outlined in this Exhibit are based upon the following Prerequisites and Assumptions:

- a. The only source code to which You may provide Us access is Microsoft code or code You own. Regarding such code, Our Services will be limited to review of the code for the purposes of problem isolation, interoperability analysis and the development of advice and guidance We provide to You under the Services Description and this Exhibit. Our modification of such source code for any reason is outside the scope for these Services.
- b. Except as provided in 2.a. above, You agree **not** to provide Us with access to non-Microsoft source code or source code information. For any such non-Microsoft code, Our Services will be limited to analysis of binary data such as a process dump or network monitor trace for problem isolation purposes only.
- c. PSFD Services consist of advice and guidance only. No code based Services Deliverables will be provided under this Exhibit except for Sample Code, which is addressed in Your Services Description.
- d. Except as expressly set out in the Services Description and this Exhibit, we are not obligated to assist You in resolving any issue that is caused by non-Microsoft products(s).

3. **FEES.** Fees associated with this Exhibit will be reflected in Your Fee and Named Contact Schedule(s).

Microsoft Premier Support Services Description Exhibit : Third Tier Support

(For Microsoft Internal Purposes Only)
Premier Support Services Description Number

This Exhibit is made pursuant to the Microsoft Premier Support Services Description identified above (the “**Services Description**”). The terms of the Services Description are incorporated herein by this reference. Any terms not otherwise defined herein will assume the meanings set forth in the Centralized Contract and Services Description.

By signing below, the entities acknowledge and agree to be bound by the terms as set forth above.

Customer	Microsoft Affiliate
Name of Customer (please print)	Name
Signature	Signature
Name of person signing (please print)	Name of person signing (please print)
Date	Date
Commencement Date	
This Exhibit will commence on _____ (the “Commencement Date”) and will expire conterminous with the Fee and Named Contacts Schedule (the “expiration date”).	

1. OVERVIEW. The following Services are provided in addition to those set forth in the Services Description.

THIRD TIER SUPPORT RESPONSIVE SERVICES. The Third Tier Support team is comprised of specialists in defined product areas who will respond to Your Problem Resolution requests, for the technologies specified in the Fee and Named Contacts Schedule(s), between the hours of 6:00 A.M. to 6:00 P.M., PST, Monday through Friday excluding holidays. Problem Resolution requests submitted to the Third Tier Support team (“Third Tier Support requests”) may require resources from standard product support professionals for resolution, although the Third Tier Support team retains primary responsibility for the Third Tier Support request. Third Tier Support requests are charged on an hourly basis and will be deducted from the prepaid Third Tier Support hours set forth in the Fee and Named Contacts Schedule(s).

2. PREMIER THIRD TIER SUPPORT PREREQUISITES AND ASSUMPTIONS. In addition to those prerequisites and assumptions outlined in Section 3 of Your Services Description, Our delivery of the Services outlined in this Exhibit are based upon the following Prerequisites and Assumptions:

- a. The Third Tier Support Team will only provide support for the predefined set of Microsoft technologies defined in the Fee and Named Contacts Schedule(s).
- b. You may apply Third Tier Support hours toward standard Problem Resolution requests. However, standard Problem Resolution hours cannot be applied to Third Tier Support requests.

Microsoft Premier Support for Windows Azure and Cloud Vantage Services

If an Authorized user is currently receiving Premier Support for Windows Azure and/or Cloud Vantage Services through contract PS65963, Microsoft will continue to honor these services through the term of the existing Services Description. If an Authorized User requires Premier Support for Windows Azure and/or Cloud Vantage Services via this Agreement, Contract PS67930, Microsoft will support these services through standard support assistance hours. We will no longer support these services through standalone Services Descriptions at the end of the term of the existing Services Description.