

STATE OF GEORGIA**Non-Standard Master Agreement for Microsoft Premier Services**

This Master Premier Services Agreement (hereinafter referred to as the "Agreement"), is made as of September 3, 2015 (hereinafter referred to as the "Effective Date"), by and between the Department of Administrative Services of the State of Georgia, U.S.A., with an address at 200 Piedmont Avenue, SE, Suite 1316, West Tower, State Office Building, Atlanta, GA 30334-9010 (hereinafter referred to as "GA DOAS") on behalf of the State of Georgia, and Microsoft Corporation, whose principal place of business is located at 1 Microsoft Way, Redmond, WA 98052 (hereinafter referred to as "Microsoft").

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- 1. Services.** Microsoft agrees to perform Premier Services for each entity of the State of Georgia or local government entity (hereinafter referred to as the "Enrolled Entity") that elects to obtain Premier Services, as described in a Premier Services Description entered into by and between the Enrolled Entity and Microsoft using the form of document attached to this Agreement as Exhibit A and identified as the "Premier Services Description." Each Premier Services Description entered into by an authorized State or local government entity pursuant to this Agreement shall be governed by the terms of this Agreement and by this reference is incorporated into this Agreement. Authorized State or local government entities may further negotiate the terms and conditions of Exhibit A and related incorporated documents to the extent that such terms and conditions do not conflict with this Agreement or impact indemnification or liability requirements set forth under this Agreement. In the event of a conflict between this Agreement and any other agreement entered into pursuant to this Agreement, this Agreement shall control. The Microsoft Premier Services to be provided to Enrolled Entities pursuant to this Agreement are hereinafter referred to as the "Services."
- 2. Payment.** Premier Support is a prepaid service and all fees and any applicable taxes are due upon acceptance of Premier Services Description from an Enrolled Entity. Microsoft must be in receipt of a purchase order, check, or other acceptable form of payment before Microsoft will begin providing Services. Microsoft will invoice the Enrolled Entity for any additional Services performed and expenses incurred. The Enrolled Entity shall pay Microsoft for Services in accordance with the Payment Schedule contained in the relevant Premier Services Description within thirty (30) days after receipt of Microsoft's invoice. Microsoft will not change its hourly rates identified in a Premier Services Description during Microsoft's performance of that Premier Services Description. Microsoft and GA DOAS may agree from time to time to changes to the hourly rates for Services. The revised hourly rates will apply only to (a) new Premier Services Descriptions entered and agreed to after the effective date of the changes to the hourly rates for Services and (b) additional hours for Services added to an existing Premier Services Description through a written amendment entered into and effective after the effective date of the changes to the hourly rates for Services. Microsoft will have no obligation to continue to provide Services if the Enrolled Entity fails to make timely payment for Services under this Agreement. Notwithstanding the foregoing, multi-year Premier Service Descriptions will be invoiced upon Microsoft's acceptance of such Premier 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) (Exhibit B).
- 3. Independent Contractor.**
 - a. Microsoft is an independent contractor and shall not be deemed to be employed by the State of Georgia, by DOAS, or by the Enrolled Entity. The State of Georgia and, specifically, the Enrolled Entity are hereby contracting with Microsoft for the Services, and Microsoft reserves the right to determine the method, manner and means by which the Services will be performed. Microsoft is not required to perform the Services during a fixed hourly or daily time, and if the Services are performed at the Enrolled Entity's premises, then Microsoft's time spent at the premises is to be at the discretion of Microsoft, subject to Enrolled Entity's normal business hours and security requirements. Microsoft hereby confirms to the State of Georgia, GA DOAS directly and for the benefit of all potential Enrolled Entities that neither the State of Georgia nor GA DOAS nor any Enrolled Entity will be required to furnish or provide any training to Microsoft or to any employees of Microsoft to enable Microsoft to perform the Services. The Services shall be performed by Microsoft and neither the State of Georgia nor GA DOAS nor any Enrolled Entity shall be

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required to hire, supervise, or pay any assistants to help Microsoft. The order and sequence in which the work is to be performed shall be under the control of Microsoft. Except to the extent that Microsoft's work must be performed on or with resources of the Enrolled Entity, all equipment used in providing the Services shall be provided by Microsoft. Neither the State of Georgia nor GA DOAS nor the Enrolled Entity will withhold any amount that would normally be withheld from an employee's pay; and neither Microsoft nor any employee of Microsoft shall participate in any benefits of any sort that the State of Georgia or GA DOAS or the Enrolled Entity offers to its employees.

- b. Inasmuch as the State of Georgia (including GA DOAS and the Enrolled Entity) and Microsoft are contractors independent of one another, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by the State of Georgia through GA DOAS and by the relevant Enrolled Entity and by Microsoft. Microsoft agrees not to represent itself as an agent of the State of Georgia, of GA DOAS, or of the Enrolled Entity for any purpose to any party; Microsoft agrees that it will not allow any employee of Microsoft to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. Microsoft shall assume full liability for any contracts or agreements Microsoft enters into on behalf of the State of Georgia, GA DOAS or the Enrolled Entity without the express knowledge and prior written consent of the State of Georgia, GA DOAS, and the Enrolled Entity.

4. Intellectual Property Rights.

- a. **Products and fixes.** All products, related solutions and fixes provided under a Statement of Services will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. The Enrolled Entity is responsible for paying any licensing fees associated with products.
- b. **Pre-existing Intellectual Property.** Neither this Agreement nor any Premier Services Description shall affect ownership rights of any party in software or other intellectual property that exists prior to the beginning of Microsoft's performance under the Premier Services Description. During the performance of Services, the Enrolled Entity and Microsoft (the parties to the Premier Services Description) may grant to the other a temporary, non-exclusive license to use, reproduce and modify in accordance with the Premier Services Description the party's pre-existing intellectual property that the Enrolled Entity or Microsoft (as the case may be), provides to the other party solely for the performance of the Services.

Except as may be otherwise explicitly agreed to in a Premier Services Description, upon payment in full by Enrolled Entity for the Services addressed in the relevant Premier Services Description, Microsoft shall grant to Enrolled Entity, a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) Microsoft's pre-existing intellectual property in the form delivered to Enrolled Entity as part of the Services deliverables only for Enrolled Entity's internal business operations. Microsoft warrants that it owns all rights necessary to grant the license to Enrolled Entity for Microsoft's pre-existing intellectual property delivered to Enrolled Entity as part of the Services deliverables.

For clarity, Enrolled Entity will not be considered in breach of this section to the extent Enrolled Entity accesses, maintains, modifies, or otherwise uses any of Microsoft's pre-existing intellectual property or developments, or uses, reproduces or modifies (if applicable) any such pre-existing intellectual property or developments in between the time the pre-existing intellectual property or development is provided to Enrolled Entity and the time such invoice is paid by Enrolled Entity.

The perpetual license to Microsoft's pre-existing intellectual property that Microsoft provides to Enrolled Entity at the conclusion of Microsoft's performance of the Services is conditioned upon compliance by Enrolled Entity with the terms of this Agreement and the applicable Premier Services Description.

- c. **Developments.** Consistent with Section 4.a. above, Microsoft shall own the intellectual property rights in all bug fixes and patches to all Microsoft software products that Enrolled Entity licenses from Microsoft, regardless of whether Microsoft discovers the bugs or need for patches or fixes during the course of

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performance of Services for an Enrolled Entity. Microsoft agrees to grant Enrolled Entity the right to use the bug fixes and patches in accordance with the license agreement for the software products.

Upon payment in full, Microsoft will assign to the Enrolled Entity, a non-exclusive, perpetual, fully paid up license to use, reproduce and modify any developments for their internal purposes only and not for sale or distribution to any third party. To the extent permitted by law, Microsoft may provide to Enrolled Entity, joint ownership rights in intellectual property developed pursuant to this Agreement and the Enrolled Entity's Premier Services Description.

- d. **Materials.** All rights in any materials developed by Microsoft (other than software code) and provided to the Enrolled Entity in connection with product support services shall be owned by Microsoft except to the extent such materials constitutes the Enrolled Entity's pre-existing work. Upon payment in full, Microsoft grants the Enrolled Entity, a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify the materials solely for their internal operations and without any obligation of accounting or payment of royalties.
 - e. **Sample Code.** Microsoft agrees to grant the Enrolled Entity, a nonexclusive, perpetual, royalty-free right to use and modify any sample code and to reproduce and distribute the object code form of the sample code, provided that the Enrolled Entity agree: (i) to not use Microsoft's name, logo, or trademarks to market Enrolled Entity's software product in which the sample code is embedded; (ii) to include a valid copyright notice on Enrolled Entities' software product in which the sample code is embedded; and (iii) to be completely responsible for any costs or damages that arise or result from the use or distribution of the sample code.
 - f. **Affiliates Rights.** The Enrolled Entity shall have the right to sublicense the intellectual property to other entities of the State of Georgia, but the Enrolled Entity or the other entities of the State of Georgia may not further sublicense these rights. Any sublicensing of the service deliverables as permitted herein must be consistent with the license terms in this Agreement.
 - g. **Open source license restrictions.** Because certain third party software is subject to open source license terms, the license rights that each party grants to any computer code (or any intellectual property associated therewith) do not include any license, right, power or authority to incorporate, modify, combine and/or distribute that computer code with any other computer code in a manner which would subject the other's computer code to open source license terms. Furthermore, the Enrolled Entity and Microsoft warrant that they will not provide or give to the other party, computer code that is governed by open source license terms.
 - h. **Reservation of Rights.** All rights not expressly granted in this Agreement or through a Premier Services Description pursuant to this Agreement are reserved to the party that holds the rights without regard to this Agreement.
5. **Term.** The term of this Agreement shall be from the Effective Date through June 30, 2016. GA DOAS shall have four (4) one-year options to renew the Agreement, which it may exercise in its sole discretion by providing written notice of its intent to renew to Microsoft at the address provided above, with a copy to:

John B. Deas, Contracts Manager
2000 West Sam Houston Parkway South
Suite 200
Houston, TX 77242

The term of each Premier Services Description entered pursuant to this Agreement shall be as set forth in the relevant Premier Services Description and in accordance with this Agreement. A Premier Services Description may have options to renew for subsequent fiscal years exercisable at the discretion of the Enrolled Entity, but no Premier Services Description shall obligate an Enrolled Entity that is an agency of the State of Georgia for more than one (1) fiscal year at a time or beyond the period of time for which

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the State Agency has funds that have been allocated to it by the General Assembly of the State of Georgia and approved in accordance with State budgetary procedures.

6. Warranty. Microsoft warrants that in performing the Services:

- a. Microsoft will strictly comply with the descriptions and representations as to the Services (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) which appear herein, and Microsoft and any employees of Microsoft will perform the Services on time;
- b. Microsoft's products, if any, will conform to generally applicable standards in the industry;
- c. the Services will not be in violation of any applicable law, rule or regulation, and Microsoft will obtain all permits required to comply with such laws and regulations;
- d. the Services will not violate or in any way infringe upon the rights of third parties, including proprietary information and non-disclosure rights, or any trademark, copyright or patent rights;
- e. Microsoft is the lawful owner or licensee of all proprietary material or pre-existing intellectual property used in the performance of the Services contemplated hereunder; such programs have been lawfully developed or acquired by Microsoft; and Microsoft has the right to permit the Enrolled Entity access to or use of such intellectual property or proprietary material. Upon payment as agreed herein, Microsoft shall grant to Enrolled Entity a non-exclusive, irrevocable, perpetual, worldwide, royalty-free right and license to (i) use, execute, reproduce, display, perform, and distribute copies of such intellectual property or proprietary material and derivative works thereof and to prepare derivative works based upon such intellectual property or proprietary material; and (ii) authorize others to do any or all of the foregoing.
- f. With respect to any Microsoft personnel designated as "Key Personnel" in Exhibit A, the assignment of Microsoft personnel to perform the Services will be continuous throughout the term of the Agreement, except in the case of the termination of employment of any such Key Personnel by Microsoft;
- g. Microsoft shall assign to Enrolled Entity the manufacturers' warranties for material furnished to Enrolled Entity;
- h. Microsoft will screen all employees it supplies to Enrolled Entity to ensure that each employee is fully qualified to perform the Services, and if required by law or ordinance, is validly licensed and/or has obtained all requisite permits to perform such Services for Enrolled Entity.
- i. All services will be performed with professional care and skill.
- j. **No other warranties.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS, IMPLIED OR STATUTORY OTHER THAN THOSE IDENTIFIED EXPRESSLY IN THIS AGREEMENT (INCLUDING ANY STATEMENT OF SERVICES THAT INCORPORATES THESE TERMS), INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCTS, FIXES, SERVICE DELIVERABLES, RELATED MATERIALS AND SERVICES. MICROSOFT WILL NOT BE LIABLE FOR ANY SERVICE(S) OR PRODUCT(S) PROVIDED BY THIRD PARTY VENDORS, DEVELOPERS OR CONSULTANTS IDENTIFIED OR REFERRED TO ENROLLED ENTITY BY MICROSOFT UNLESS SUCH THIRD PARTY PRODUCTS OR SERVICES ARE PROVIDED UNDER MICROSOFT'S WRITTEN AGREEMENT BETWEEN GA DOAS OR ENROLLED ENTITY AND MICROSOFT, AND THEN ONLY TO THE EXTENT EXPRESSLY PROVIDED IN THIS AGREEMENT.

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7. Indemnification.

- a. Microsoft will, subject to the consent of the Georgia Attorney General and GA DOAS, defend the State of Georgia, GA DOAS, and Enrolled Entity against all claims made by an unaffiliated third party that any Services or deliverables infringe the third party's patent, copyright, trademark, service mark, license or other intellectual property rights or misappropriates its trade secret; and Microsoft will pay the amount of any resulting adverse final judgment (or settlement to which Microsoft consents).
- b. GA DOAS or the Enrolled Entity must notify Microsoft promptly in writing of the claim and give Microsoft sole control over its defense or settlement, subject to approval by the Georgia Attorney General and GA DOAS. GA DOAS agrees to provide Microsoft with reasonable assistance in defending the claim, and Enrolled Entity shall agree also to provide Microsoft with reasonable assistance in defending the claim. Microsoft will reimburse GA DOAS and Enrolled Entity for reasonable out of pocket expenses that GA DOAS or Enrolled Entity incurs in providing that assistance. The terms "**misappropriation**" and "**trade secret**" are used as defined in the Georgia Trade Secrets Act of 1990 O.C.G.A Section 10-761 et seq.).

Microsoft's obligations will not apply to the extent that any claim or adverse final judgment is based on (i) computer code or materials (e.g., specifications) that Enrolled Entity provides; (ii) Enrolled Entity's use of a fix or Service deliverables after Microsoft notifies Enrolled Entity to discontinue use due to such a claim; (iii) Enrolled Entity's combining a fix or service deliverables with a non-Microsoft product, data or business process; (iv) damages attributable to the value of the use of a non-Microsoft product, data or business process; (v) an alteration of fixes or service deliverables by someone other than Microsoft or Microsoft's contractors; (vi) Enrolled Entity's distribution of the fix or Services deliverables to, or their use for the benefit of, any third party other than permitted by an applicable Premier Services Description or other license agreement; (vii) Enrolled Entity's use of Microsoft's trademark(s) without express written consent to do so; or (viii) any trade secret claim that is a result of Enrolled Entity acquiring a trade secret (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a person (other than Microsoft or Microsoft's affiliates) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret. The Enrolled Entity will reimburse Microsoft for any costs or damages that result from these actions.

- c. If Microsoft receives information concerning an infringement claim related to a fix or service deliverables, Microsoft may, at its expense and without obligation to do so, either (i) procure for Enrolled Entity the right to continue to use the allegedly infringing fix or Services deliverables as permitted by the applicable Premier Services Description; or (ii) modify the fix or Services deliverables or replace it with a non-infringing functional equivalent, to make it non-infringing, in which case Enrolled Entity will stop using the allegedly infringing fix or service deliverables immediately. If as a result of an infringement claim, Enrolled Entity's use of a fix or service deliverables is enjoined by a court of competent jurisdiction, Microsoft will, at its option, either i) procure the right to continue its use; ii) modify it to make it non-infringing; iii) replace it with a non-infringing functional equivalent; or iv) refund the amount paid for the infringing fix or service deliverables and terminate the license for (or as applicable, Enrolled Entity's ownership rights in) the infringing fix or service deliverable. Any defense and/or settlement is subject to the approval of the Georgia Attorney General's office and GA DOAS.
 - d. If any other type of third party claim is brought against the State of Georgia, GA DOAS, or Enrolled Entity regarding Microsoft's intellectual property, GA DOAS or Enrolled Entity must notify Microsoft promptly in writing. Microsoft may, at its option, choose to treat these claims as being covered by this Section. This Section provides Enrolled Entity's initial remedy for third party infringement and trade Secret misappropriation claims.
8. Acceptance of Services. Microsoft shall provide written notification of completion of any Deliverables, or other performance of Services, to Enrolled Entity. Enrolled Entity shall have thirty (30) days from the date of receipt of the notice of completion to provide Microsoft with written notification of acceptance or rejection due

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to unsatisfactory performance. Microsoft shall, as quickly as is practicable, correct at its expense all deficiencies caused by Microsoft.

9. **Key Personnel.** In the event that any "Key Personnel" are listed in Exhibit A, the parties agree that such personnel are essential to the Services offered pursuant to this Agreement. The parties further agree that should any such Key Personnel no longer be employed by Microsoft during the term of this Agreement, for whatever reason, Enrolled Entity shall have the right to terminate the Premier Services Description it entered on thirty (30) days' written notice to Microsoft. Any replacement personnel are subject to approval by Enrolled Entity.

10. **Termination.**

- a. This agreement shall remain in effect until terminated. GA DOAS may terminate this agreement for convenience by giving Microsoft thirty (30) days written notice. In addition, each party has the right to terminate this Agreement if the other party breaches or is in default of any obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within thirty (30) days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize).
- b. In addition, an Enrolled Entity may terminate a Premier Services Description for any reason by giving Microsoft thirty (30) calendar days' prior written notice. Either party signing a statement of services may terminate it if the other party is (i) in material breach or default of any obligation that is not cured within thirty (30) calendar days' notice of such breach or (ii) fails to pay any invoice that is more than sixty (60) calendar days outstanding. The Enrolled Entity agrees to pay all fees for services performed and expenses incurred prior to termination.
- c. GA DOAS may terminate this Agreement by written notice to Microsoft and may regard Microsoft in default of this Agreement if Microsoft becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise.
- d. Termination of this Agreement will not, by itself, result in the termination of any Premier Services Description previously entered into (or extensions of the same) that incorporate the terms of this Agreement, and the terms of this Agreement will continue in effect for purposes of such Premier Services Description unless and until the Premier Services Description itself is terminated or expires.

11. **Funding.** Notwithstanding any other provision of this Agreement, the parties agree that the charges payable hereunder by Enrolled Entities are payable solely from appropriations made by the General Assembly of the State of Georgia or local government entities, as the case may be. In the event such appropriations are determined in the sole discretion of the chief operating officer of an Enrolled Entity no longer to exist or to be insufficient with respect to the charges payable under the relevant Premier Services Description, the relevant Premier Services Description for the Enrolled Entity shall terminate without further obligation of the Enrolled Entity as of that moment.

This Agreement shall not be deemed or construed to obligate GA DOAS or any State of Georgia entity other than the relevant Enrolled Entity for charges associated with any Premier Services Description entered into by an Enrolled Entity.

Notwithstanding anything in this Agreement or any Premier Services Description or related documents (including any website or documents incorporated by reference) to the contrary, the GA DOAS shall not be responsible for any payment pursuant to this Agreement or any Premier Services Description (including any website or documents incorporated by reference). GA DOAS executes this Agreement on behalf of the State of Georgia solely for the purpose of designating Microsoft as an authorized source of supply in accordance with O.C.G.A. Section 50-5-57. The State or local government Enrolled Entity that places an

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order or enters a Premier Services Description under this Agreement shall be responsible for all payments for the Services and other charges pertaining to the Premier Services Description that the State or local government Enrolled Entity places or enters.

- 12. Taxes.** The Enrolled Entity will pay all taxes lawfully imposed upon it with respect to the Services or this Agreement. Microsoft's fees exclude any legally imposed taxes, duties, tariffs, levies or other governmental charges or expenses (including, without limitation, any value added taxes), which will be clearly indicated by Microsoft on the quote for services provided to Enrolled Entity under this Agreement and will be billed to and paid by Enrolled Entity. Microsoft is responsible for taxes based upon Microsoft's personal property ownership and net income. By this paragraph, GA DOAS makes no representation whatsoever as to the liability or exemption from liability of Microsoft to any tax imposed by any governmental entity.
- 13. Consequential Damages.** In no event shall either party be liable to the other for consequential damages. The provisions of this paragraph shall not apply to Microsoft's obligations to indemnify any Indemnified Party.
- 14. Assignment.** Microsoft shall not assign or subcontract the whole or any part of this Agreement without the prior written consent of GA DOAS and each Enrolled Entity for which Microsoft proposes to assign or subcontract any portion of a Premier Services Description.
- 15. Site of Services.** Microsoft will perform the Services at a location other than the Enrolled Entity's if possible. If the Services are such that, in the sole discretion of the Enrolled Entity, they must be performed on Enrolled Entity's premises, Enrolled Entity will provide Microsoft office space and facilities commensurate with that provided to its own employees to the extent Enrolled Entity deems it necessary to perform the Services.
- 16. Drug Free Work Place.**
 - a.** If Microsoft is an individual, he or she hereby certifies that he or she will not engage in the unlawful sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement.
 - b.** If Microsoft is an entity other than an individual, it hereby certifies that:
 - i.** A drug free work place will be provided for the Microsoft's employees during the performance of this Agreement; and
 - ii.** It will secure from any subcontractor hired to work in a drug free work place the following written certification: "As part of the subcontracting agreement with (Microsoft's Name), (Subcontractor's Name), certifies to Microsoft that a drug free work place will be provided for subcontractor's employees during the performance of this Agreement pursuant to paragraph 7 of subsection B of Official Code of Georgia Annotated Section 50-24-3."
 - c.** Microsoft may be suspended, terminated, or debarred if it is determined that:
 - i.** Microsoft has made false certification hereinabove.
 - ii.** Microsoft has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

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17. Insurance.

Microsoft shall insure against all losses and damages that are the result of the fault or negligence of Microsoft in the performance of the Services, including workers' compensation, public liability, property damage, data breach, identity theft and automobile liability.

Microsoft shall furnish to GA DOAS a certificate of insurance indicating that the following coverage is in effect and naming officers, agents and employees of the Board of Regents as a Certificate Holder.

<u>Type of Insurance</u>	<u>Coverages:</u>	<u>Limits</u>
a. Commercial General Liability (1996 ISO Occurrence Forms or its equivalent)	Premises and Operations	\$1,000,000 per occurrence
	Products and Completed Operations	\$1,000,000 per occurrence
	Personal and Advertising Injury	\$1,000,000 per occurrence
	Contractual Liability	\$1,000,000 per occurrence
	General Aggregate	\$2,000,000
	Cyber Liability/ Data Breach Including notification	\$10,000,000
		\$1,000,000 CSL
b. Business Automobile b. Liability		\$2,000,000 per occurrence
c. Commercial Umbrella Liability		
d. Workers Compensation (1) Employers Liability	Statutory Limits	
	Bodily Injury by Accident	\$1,000,000 per accident
	Bodily Injury by Disease	\$1,000,000 per employee

18. Waiver. The waiver by GA DOAS of any breach of any provision contained in this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing in order to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof. The waiver by Enrolled Entity of any breach of any provision in any Premier Services Description pursuant to this Agreement or, as a beneficiary of this Agreement, of any provision contained in this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing in order to be effective as to Enrolled Entity. No such waiver or waivers shall be binding on GA DOAS; and no such waiver or waivers shall serve to establish a course of performance between the parties or between Enrolled Entity and Microsoft contradictory to the terms hereof.

19. Applicable Law. This Agreement shall be governed by the laws of the State of Georgia.

20. Confidentiality. GA DOAS and Enrolled Entities that may use this Agreement are governmental entities of the State of Georgia or the United States of America and are subject to the Georgia Open Records Act ("ORA"), O.C.G.A. § 50-18-70 et seq. and the Georgia Trade Secrets Act of 1990 (O.C.G.A. Section 10-1-761 et seq.). GA DOAS, Enrolled Entities and Microsoft shall comply with these laws and relevant case law.

The State of Georgia, GA DOAS, Enrolled Entity and Microsoft are not prohibited by this Agreement from developing products independently without the use of another party's confidential information. Neither the State of Georgia nor GA DOAS nor the Enrolled Entity nor Microsoft is obligated to restrict the future work assignments of people who have had access to confidential information. In addition, the State of Georgia, GA DOAS, the Enrolled Entity, and Microsoft (including the employees of each) may use the information that they remember related to information technology, including ideas, concepts, know-how or techniques, so long as they do not use or disclose confidential information of another party in violation of this Agreement

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or other applicable agreements in the course of such use. This use shall not grant either party any rights under the copyrights, patents, trademarks, service marks or trade secrets of another party; this use does not require payment of royalties.

- a. Confidential information.** Confidential information means information marked or otherwise identified in writing by a party as proprietary or confidential or that, under the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary or confidential. It includes, but is not limited to, non-public information regarding either party's products, features, marketing and promotions, and the negotiated terms of this agreement and any statement of services.

Confidential information does not include information which: (i) the recipient developed independently; (ii) the recipient knew before receiving it from the other party; or (iii) is or subsequently becomes publicly available or is received from another source, in both cases other than by a breach of an obligation of confidentiality.

- b. Use of confidential information.** For a period of three years after initial disclosure, neither party will use the other's confidential information without the other's written consent except in furtherance of this business relationship or as expressly permitted by this agreement or disclose the other's confidential information except (i) to obtain advice from legal or financial consultants, or (ii) if compelled by law, in which case the party compelled to make the disclosure will use its best efforts to give the other party notice of the requirement so that the disclosure can be contested.

Each party will take reasonable precautions to safeguard the other's confidential information. Such precautions will be at least as great as those each party takes to protect its own confidential information. Each party will disclose the other's confidential information to its employees, consultants or contractors only on a need-to-know basis, provided that such employees, consultants or contractors shall be and are subject to confidentiality obligations no less restrictive than those contained herein. When confidential information is no longer necessary to perform any obligation under any statement of services, each party will return it to the other party or destroy it at the other's request.

Either party may provide suggestions, comments or other feedback to the other with respect to the other's products and services. Feedback is voluntary and the party receiving feedback may use it for any purpose without obligation of any kind except that the party receiving feedback will not disclose the source of feedback without the consent of the party providing it.

- c. Cooperation in the event of disclosure.** Each party will immediately notify the other upon discovery of any unauthorized use or disclosure of the other party's confidential information and will cooperate in any reasonable way to help the other regain possession of the confidential information and prevent further unauthorized use or disclosure.
- d. Knowledge base.** Microsoft may use any technical information Microsoft derives from providing Services related to Microsoft's products for problem resolution, troubleshooting, product functionality enhancements and fixes, for Microsoft's knowledge base. Microsoft agrees not to identify GA DOAS or disclose any confidential information of the State of Georgia, including but not limited to confidential information of GA DOAS, of Enrolled Entity, or of any third party whose information may be in State records in any item in the knowledge base.
- e. Proprietary Information.** Microsoft acknowledges that in order to perform the Services called for in this Agreement, it may be necessary for Enrolled Entity to disclose to Microsoft certain Proprietary Information developed by Enrolled Entity. Microsoft further acknowledges that the Services, including any deliverables, may of necessity incorporate such Proprietary Information. Microsoft agrees that it shall not disclose, transfer, use, copy, or allow access to any such Proprietary Information to any employees or to any third parties excepting those who have a need to know such Proprietary Information in order to allow Microsoft to perform the Services, and who have executed a nondisclosure agreement consistent with the provisions hereof.

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21. Limitations of liability.

a. Limitation on Direct Damages. There may be situations in which the State of Georgia, including but not limited to GA DOAS or one or more Enrolled Entities, or third parties whose intellectual property or other information is affected have a right to claim damages or payment from Microsoft. Except as otherwise specifically provided in this paragraph, whatever the legal basis for an Enrolled Entity's claims, Microsoft's total liability to Enrolled Entity will be limited, to the maximum extent permitted by applicable law, to direct damages up to the amount the Enrolled Entity has paid under the applicable Premier Services Description for the services giving rise to the claims. In the event Services or any Services deliverables are provided to the Enrolled Entity on a gratuitous or no-charge basis, Microsoft's total liability to the Enrolled Entity will not exceed US\$5000. The limitations contained in this paragraph will not apply with respect to the following:

- (i) Microsoft's obligations under the Indemnity Section;
- (ii) Microsoft's liability for damages for gross negligence or willful misconduct, to the extent caused by Microsoft and awarded by a court of final adjudication;
- (iii) Microsoft's obligations under the Confidentiality Section; and
- (iv) Microsoft's duties to provide notification to third parties in the event of a data breach.

Any defense and/or settlement is subject to the approval of the Georgia Attorney General's office.

b. NO LIABILITY FOR CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY NOR ITS AFFILIATES, SUPPLIERS OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION), ARISING IN CONNECTION WITH THIS AGREEMENT, ANY STATEMENT OF SERVICES, SERVICES, SERVICE DELIVERABLES, FIXES, PRODUCTS, OR ANY OTHER MATERIALS OR INFORMATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. THIS EXCLUSION OF LIABILITY DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATION, REDISTRIBUTION OR OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

THIS LIMITATION OF LIABILITY DOES NOT APPLY TO OBLIGATIONS TO THIRD PARTIES.

c. Application. Except as specified expressly in this section, the limitations on and exclusions of liability for damages in this agreement apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.

22. Miscellaneous.

a. Entire agreement. This Agreement (and the Premier Services Description in the case of an Enrolled Entity) constitute the parties' entire agreement concerning the contemplated Services, and supersede any other prior and contemporaneous communications. The terms of these documents will control in the following order: (i) this Agreement; and (ii) any Premier Services Description entered into by an Enrolled Entity, which Premier Services Description shall apply only with respect to the relevant Enrolled Entity. No Premier Services Description shall be binding upon GA DOAS. Any terms and conditions maintained by the State of Georgia, GA DOAS or an Enrolled Entity's purchase order, other than those mandatory terms required by law, will not apply. GA DOAS and Microsoft may amend this agreement only in writing when signed by both parties. The parties signing a Premier Services Description may amend the Premier Services Description only in writing when signed by both parties.

b. Survival. The provisions of this Agreement regarding intellectual property rights, ownership, and use, confidentiality, indemnification and defense of claims, limitations of liability, term and termination, and notices shall survive any termination or expiration of this Agreement or any Premier Services Description.

STATE OF GEORGIA

- c. Severability.** If a court of competent jurisdiction holds any provision of this Agreement or a Premier Services Description to be illegal, invalid or unenforceable, the remaining provisions of the Agreement or the Premier Services Description, as the case may be, will remain in full force and effect and the parties may amend the Agreement or Premier Services Description to give effect to the stricken clause to the maximum extent possible; or either party may terminate this Agreement upon written notice to the other party.
- d. Force majeure.** To the extent that either party's performance is prevented or delayed, either totally or in part, for reasons beyond that party's control, then that party will not be liable, so long as it resumes performance as soon as practicable after the reason preventing or delaying performance no longer exists. In the event Microsoft's performance is prevented or delayed for more than thirty (30) days, GA DOAS may terminate this Agreement, even if the reason for the delay in performance is beyond the control of Microsoft.
- e. Counterparts.** This Agreement and any Premier Services Descriptions may be executed in two or more counterparts, each of which will be an original; and such counterparts together will constitute one and the same instrument. Execution may be effected by delivery of facsimiles of signature pages (and the parties will follow such delivery by prompt delivery of originals of such pages).
- f. Cost or pricing data.** Microsoft agrees to provide its Public Sector Pricelist for Premier Services and agrees that GA DOAS may publicly post the Public Sector Pricelist.
- g. Non-exclusivity.** This Agreement (including any Premier Services Descriptions incorporating these terms) is non-exclusive. Nothing contained in this Agreement requires the State of Georgia, GA DOAS or an Enrolled Entity to license, use or promote Microsoft software or services exclusively. The State of Georgia, GA DOAS and each Enrolled Entity may, if it chooses, enter into agreements with other parties to license, use or promote non-Microsoft software or services or to obtain other services related to Microsoft products.
- h. Notices.** All notices required or provided for in this Agreement shall be sent to the relevant party in writing by certified U.S. mail or by commercial delivery service at the address for the party identified in the first paragraph of this Agreement, with a copy to: John B. Deas, Contracts Manager, 2000 West Sam Houston Parkway South, Suite 200, Houston, TX 77242. Notices shall be deemed effective upon delivery as evidenced by signed proof of delivery from the receiving party or five (5) days after posting and sending via U.S. mail, whichever is earlier.
- i. Supportability.** Microsoft may add support for new products or discontinue support for existing products from time-to-time. If Microsoft discontinues support for a product, Microsoft will inform GA DOAS and Enrolled Entity six months in advance of the discontinuation by posting the information at <http://support.microsoft> or any successor site. If Microsoft sells a product to another company, Microsoft will provide GA DOAS and Enrolled Entity notice of the sale in writing addressed to GA DOAS at the address identified above and at the time of such notice will either (i) arrange for the other company to continue the support; or (ii) continue support itself for ninety (90) days to give Enrolled Entity time to make alternative arrangements.

There may be cases where the Enrolled Entity's implementation of Microsoft's products cannot be effectively supported. As part of providing the support services, Microsoft will notify Enrolled Entity if Microsoft reaches that conclusion. If Enrolled Entity does not modify the implementation to make it effectively supportable within 30 calendar days after the notice, Microsoft will not be obligated to provide additional support services for that implementation, however, Microsoft will continue to provide support for Enrolled Entity's other supportable implementations covered by the Premier Services Description.

Microsoft will use commercially reasonable efforts to provide the support services for those products covered in a Premier Services Description, provided they are validly licensed by the Enrolled Entity.

STATE OF GEORGIA

j. Surcharge Fee. Microsoft will pay the State of Georgia or its assignee a surcharge fee of 1% on the amount of payments received from the Enrolled Entities for services provided under a Premier Services Description during each quarter. Upon receipt of payment for the services, all surcharge fees shall be payable to the State of Georgia no later than thirty (30) days after the end of each quarter. The surcharge fee and Premier Services Description number shall be noted on the check remitted to the State to the address designated by the State. Microsoft shall furnish the State with a services report after the end of each quarter. By submission of these services reports and corresponding surcharge deposits, Microsoft certifies their correctness.

IN WITNESS WHEREOF the parties have executed this Agreement effective the date first written above.

Georgia Department of Administrative Services

By: Lisa Eason

Name: LISA EASON

Title: Deputy Commissioner

Microsoft Corporation

By: C5F4FFFE6A2E45D
David T. Gallagher 9/3/2015
DocuSigned By: David T. Gallagher

Name: David T. Gallagher

Title: Director of Contracts

Exhibit A

(Premier Services Description)

Exhibit A

(Non – Standard) (GA Agencies Only)

State and Local Government – Microsoft Premier Support Services Description

(Microsoft Affiliate to complete)
Premier Services Description Number

(For Microsoft Internal Purposes Only)
MSL Number

This Services Description ("**Premier Services Description**") is made pursuant to the Microsoft Master Premier Services Agreement, (the "**Agreement**") effective as of September 3, 2015, which is incorporated herein by this reference. **In the event of a conflict, the Agreement shall control.** In this Premier Services Description "**You,**" "**Your,**" "**Enrolled Entity**" 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 Agreement. This Premier Services Description is comprised of this cover page and the Premier Services Description terms below, which are incorporated herein by this reference.

Customer Invoice Information		
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 USA	Postal Code	Fax
Invoicing		
Premier Support is a prepaid service and all fees and any applicable taxes are due upon acceptance of this Premier 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 are payable in full within 30 days of receipt by You and 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 Premier Service Descriptions will be invoiced upon Our acceptance of this Premier Services Description for year one and the remaining installments will be invoiced upon renewal by the Customer. We reserve the right to adjust Our fees, as permitted under the Agreement, prior to entering into any new Fee and Named Contacts Schedule(s).		
Term		
This Premier Services Description will commence on _____ and will expire on _____ (the "Expiration Date") unless otherwise extended by a subsequent FNC(s).		

By signing below the parties acknowledge and agree to be bound to the terms of the Agreement and this Premier 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 Premier Services Description describes the various types of services that may be obtained (the "Services"). In addition, it sets forth the parties' 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 products and solutions based on Microsoft technologies.

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

Support Assistance provides short-term advice and guidance for problems not covered with Problem Resolution Service 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. ***Pursuant to the Agreement, 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) and such rates shall be clearly indicated in a quote to the Enrolled Entity that is accepted by Enrolled Entity in writing prior to commencement of Services.*** The complete list of Services below may not be available in all countries. For a detailed list of Services available outside the US, please contact Your Services Resource.

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 Fees" 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 standard 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 included on the quote for services provided to Enrolled Entity and** 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 and Events. 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 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 Microsoft Products that You experience. Workshops and Events 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 Microsoft 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 Microsoft products, where there is a reasonable expectation that the problems are caused by Microsoft 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 reasonable travel and living expenses. In certain situations, We may provide You with a modification to the commercially available Microsoft product software code to address specific critical problems ("Hotfix(es)") in response to an assisted break-fix support request. Hotfixes are designed to address Your specific problems and are not regression tested. Except as otherwise provided herein or in an Exhibit, Hotfixes may not be distributed to unaffiliated third parties, **not including other entities of the State**, 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. 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 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 Hours² 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.

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.

It may be necessary for You 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 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 Premier Problem Resolution Support (PPRS) 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. 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 Premier 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 Premier 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 Microsoft 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 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 Microsoft 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 Microsoft products and support tools that help You to implement and operate Microsoft 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 product news flashes documenting key support and operational information about Microsoft products.
 - Critical problem alerts notifying You of potentially high-impact problems.
 - Web response tool for submitting and checking the status of support incidents.
 - Microsoft KnowledgeBase 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 Premier Services Description at any time. Additional Services that are available for purchase, and the specific terms and conditions applicable to those Services, **which shall not conflict with the terms and conditions of the Agreement**, may be set forth in this Premier Services Description, an attached Exhibit and/or Fee and Named Contacts Schedule(s). **Such additional specific terms and conditions must be agreed to in writing by the Enrolled Entity.** Additional Services will be invoiced at the prevailing price at the time the Services are rendered or upon acceptance of an Exhibit and/or Fee and Named Contacts Schedule(s) referencing this Premier 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 Services 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 Premier 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 Premier 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 *reasonable preapproved* travel and *per diem* expenses in arrears **and such expenses shall be in accordance with the State of Georgia Travel Regulations**. Alternatively, You agree that any *preapproved* travel related expenses incurred by Microsoft may be decremented from the Support Assistance hours if You so choose. 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.
- 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 Premier Services Description.
- c. We will provide support for all United States versions of commercially released generally available Microsoft products unless otherwise set forth in an Exhibit to this Premier Services Description or specifically excluded on the Premier online website. Support for those Microsoft 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 Microsoft products that have entered the Extended Phase of support unless You have purchased such support in an Exhibit to this Premier Services Description.
- d. Support for pre-release 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 Premier Services Description and the total fixed price amount for these visits are included in Your Fee and Named Contacts Schedule.
- l. **Microsoft is not responsible for any travel and expenses incurred by Your employees or contractors.**

4. YOUR RESPONSIBILITIES. This section sets forth Your performance obligations under this Premier 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 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.

5. ADDITIONAL TERMS AND CONDITIONS. Intentionally omitted.

6. Attachments: The following Schedule is attached at the execution of this Premier Services Description:

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

Exhibit B

(Fee and Named Contacts Schedule)

Exhibit B**(Non- Standard) (GA Agencies Only)****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

Customer's Name:

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

Term

This Schedule will commence on MM/DD/YEAR (the "Commencement Date") and will expire on MM/DD/YEAR (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	Total Price (US\$)
Country: United States	\$
Total Amount Due	\$

b. **Services by Support Location**

Country: United States (Premier Standard 0)
<ul style="list-style-type: none"> • Support Account Management (estimated at XXX hours) • Up to XXX hours for Support Assistance* • Up to XXX hours for Problem Resolution Support • X Services Resource Site Visits

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

Both Customer and Microsoft understand that there may be travel requirements for performing services under this Services Description. For any travel expenses that may arise in connection with this SD, Customer agrees that any *pre-approved* travel and other expenses incurred by Microsoft may be decremented from the Support Assistance hours.

2. MICROSOFT CONTACT

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

Microsoft Contact Name:
Address: _____ _____ _____
Phone: ()
Email:
Facsimile: ()

3. BILLING INSTRUCTIONS

Address to Send Invoice (Used as "Bill to" on Invoice)	Address Where Services Performed (Used as "Ship to" on Invoice)
Name:	Name:
Address: _____ _____ _____	Address: _____ _____ _____
Phone: ()	Phone: ()
Email:	Email:
Facsimile: ()	Facsimile: ()

4. 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.

CSM Name:	Named Contact Name:
Address: _____ _____ _____	Address: _____ _____ _____
Phone: ()	Phone: ()
Email:	Email:
Facsimile: ()	Facsimile: ()
Named Contact Name:	Named Contact Name:

Address: _____ _____ _____	Address: _____ _____ _____
Phone: ()	Phone: ()
Email:	Email:
Facsimile: ()	Facsimile: ()



EXHIBIT C

Microsoft Enterprise Services Work Order

(For Microsoft Internal Purposes Only)

Work Order Number

This Work Order consists of the terms and conditions below, and the provisions of the referenced Non-Standard Master Agreement for Microsoft Premier Services No. U5678151, effective as of September 3, 2015 (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 Enrolled Entity 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 ("Enrolled Entity")	Microsoft Affiliate
Name of Customer (please print)	Name
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)
Signature date	Signature date (effective date)
Name of Customer or its Affiliate that executed the Agreement (if different from Customer above)	

Customer invoice information		
Name of Customer		Contact name (Receives invoices under this Work Order)
Street address		Contact e-mail address
City	State/Province	Phone
Country	Postal code	Fax

1. Support Services and Fees

1.1. Term.

Microsoft Enterprise Support Services will commence on _____ (the "Support Commencement Date") and will expire on _____ (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

Microsoft Support Services for _____	COUNTRY	DATES
Quantity	Service	Service Type

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
Support Location 1 _____ (Country)		
Total Fees (excluding taxes)		

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 Manager (CSM)		
Street Address		Contact e-mail address
City	State/Province	Phone
Country	Postal code	Fax

--	--	--

Microsoft Contact

Customer contact for questions and notices about this Work Order.

Microsoft contact name	
Phone	Contact e-mail address

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	Product Family	Number of Licenses

EXHIBIT D

Microsoft Enterprise

Support Services Description

July 2017

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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 Enterprise 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

Support services are available as a Base package (in levels 1, 2 or 3) or as additional services under an existing Support agreement using 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 (Levels 1, 2 or 3)	<p>A combination of proactive, reactive and delivery management services that support Microsoft products and/or Online Services in use within your organization. Available as package Levels 1, 2 or 3.</p> <p>Base package included services are represented with a "✓" throughout this section.</p> <p>Depending on your support level, you may also be eligible for specific 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.</p>
Additional support services	<p>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.</p>
Enhanced support services and solutions	<p>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.</p>

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 mid-term.

Support Services Description

2.2.1 Proactive support services

Proactive services help prevent issues in your Microsoft environment and will be scheduled to help ensure resource availability 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	Support Level		
	1	2	3
Proof of Concept		+	+
Solution Planning			+

+ - 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.

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	Support Level		
	1	2	3
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.

Support Services Description

Maintenance service types	Support Level		
	1	2	3
On-demand Assessment	✓	✓	✓
Root Cause Analysis	+	+	+
Assessment Program		+	+
Health Check		+	+
Offline Assessment		+	+
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 support level.

+ - Additional service that may be purchased.

🔗 **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.

In conjunction with the On-demand Assessment, an onsite Microsoft engineer (for up to two days) and 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 with supported technologies, or a series of related problems. 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 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.

🔗 **Health Check:** An implementation assessment review of your Microsoft technology implementation against our recommended practices. A Microsoft engineer plans the health check

Support Services Description

engagement with you, performs the review, analyzes the data and delivers a report upon completion.

🔗 **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.

🔗 **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	Support Level		
	1	2	3
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.

Support Services Description

🔗 **Development Focused Services:** Services available to assist your staff build, deploy, and support applications built with Microsoft technologies.

🔗 **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.

🔗 **IT Services Management:** A suite of services designed to help you evolve your legacy IT environment using modern service management approaches that enable innovation, flexibility, quality and operational cost improvements. Modern IT Service Management services may be delivered through remote or onsite advisory sessions or workshops to help ensure your monitoring, incident management or service desk processes are optimized to manage the dynamics of cloud-based services when moving an application or service to the cloud.

🔗 **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.

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.

Maintenance service types	Support Level		
	1	2	3
On-demand Education	✓	✓	✓
Webcasts		✓	✓
Chalk Talks		+	+
Workshops		+	+

✓ - Included as part of your support level.

⊕ - 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.

Support Services Description

🔗 **Webcasts:** Access to Microsoft-hosted educational sessions, available on a wide selection of support and Microsoft technology topics, delivered over the Internet.

🔗 **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	Support Level		
	1	2	3
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	Support Level		
	1	2	3
Advisory Support	✓	✓	✓
Problem Resolution Support	✓	✓	✓
Escalation Management	✓	✓	✓

Support Services Description

Reactive service types	Support Level		
	1	2	3
Extended Hotfix Support		✓	✓
Onsite support		+	+

✓ - Included as part of the Base Level services.

+ = This is an additional service that may be purchased.

🔗 **Advisory Support:** Phone-based support on short-term (limited to six hours or less) and unplanned issues for IT Professionals. Advisory Services 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. 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.

Level 1 Incident Response

Level 1	Severity and situation	Our expected response	Your expected response
Standard business impact	<ul style="list-style-type: none"> Moderate loss or degradation of services, but work can reasonably continue in an impaired manner Needs attention within eight hours 	<ul style="list-style-type: none"> First call response in eight hours or less during business hours¹ Effort during business hours¹ only Upon request, effort on a 24x7 basis² 	<ul style="list-style-type: none"> 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

Support Services Description

Level 1	Severity and situation	Our expected response	Your expected response
Critical business impact	<ul style="list-style-type: none"> Loss of a core business process and work cannot reasonably continue Needs attention within one hour 	<ul style="list-style-type: none"> First call response in one hour or less Continuous effort on a 24x7 basis² 	<ul style="list-style-type: none"> Allocation of appropriate resources to sustain continuous effort on a 24x7 basis²

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.

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.

Level 2 Incident Response

Level 2	Severity and situation	Our expected response	Your expected response
Standard business impact	<ul style="list-style-type: none"> Moderate loss or degradation of services, but work can reasonably continue in an impaired manner Needs attention within four hours 	<ul style="list-style-type: none"> First call response in four hours or less during business hours¹ Effort during business hours¹ only Upon request, effort on a 24x7 basis² 	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> Loss of a core business process and work cannot reasonably continue Needs attention within one hour 	<ul style="list-style-type: none"> First call response in one hour or less Critical Situation Manager assigned after 4 hours Continuous effort on a 24x7 basis² 	<ul style="list-style-type: none"> 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.

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.

Support Services Description

Level 3 Incident Response

Level 3	Severity and situation	Our expected response	Your expected response
Standard business impact	<ul style="list-style-type: none"> Moderate loss or degradation of services, but work can reasonably continue in an impaired manner Needs attention within four hours 	<ul style="list-style-type: none"> First call response in four hours or less during business hours¹ Effort during business hours¹ only Upon request, effort on 24x7 basis² 	<ul style="list-style-type: none"> If 24x7 effort has been requested, you will allocate appropriate resources to sustain 24x7 effort²
Critical business impact	<ul style="list-style-type: none"> Loss of a core business process and work cannot reasonably continue Needs attention within 30 minutes 	<ul style="list-style-type: none"> 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 Continuous effort on a 24x7 basis² Access to Microsoft's experienced specialists and rapid escalation within Microsoft to product teams³ Notification of our senior executives, as required 	<ul style="list-style-type: none"> 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

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.

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.

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 by Level:

Support Services Description

Level 1: 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.

Levels 2 and 3: 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 Level 2 and immediately for Level 3 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 has entered the Extended Support Phase, as defined at <http://support.microsoft.com/lifecycle>. Service-specific prerequisites and limitations:

- Extended Hotfix Support is limited to the following products/product families:
 - Applications: Office
 - Dynamics: AX, CRM
 - Server: BizTalk Server, Exchange Server, SQL Server, System Center, Windows Server
 - Systems: Windows client, Windows Embedded operating systems
- Although we use commercially reasonable efforts to respond to your requests for non-security 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 Levels 2 and 3, 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 based on the Level of services you purchase. Additional delivery management services will be added when purchasing additional services or enhanced services and solutions.

Level 1: SDM services are coordinated by resources from a pooled set of resources, or provided digitally.

Levels 2 & 3: SDM services are coordinated and initiated 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. Some services may also be provided digitally.

Support Services Description

Level 3: When Support Technology Advisor (STA) services are included as part of Level 3, you may choose one cloud or security workload listed within this document.

Service Delivery Management scope details

The following SDM services are available to customers who purchase support based on the Level:

Service delivery management service types	Support Level		
	1	2	3
Support Initiation	✓	✓	✓
Executive Services Review		✓	✓
Services Account Planning		✓	✓
Services Program Management	✓	✓	✓
Cloud Success Review		✓	✓
Microsoft Product, Service, and Security Updates Guidance		✓	✓
Service Delivery Management Add-on		+	+
Onsite Service Delivery Management		+	+

✓ - Included as part of the Base Level Services.

+ - An additional service that may be purchased.

Support Initiation:

Level 1: Available upon request, Support Initiation is an introductory overview of support services that are included in your Base support agreement, additional services you have purchased and those that are available to you for future purchase.

Levels 2 and 3: Support Initiation is an introductory overview of support services that are included in your Base support agreement, additional services you have purchased and those that are available to you for future purchase. Additionally, we may discuss how Microsoft will engage with your teams and may conduct a discovery to identify executive sponsors for future planning and reviews.

Executive Services Review: For Levels 2 and 3, these SDM-led strategic planning & reviews are conversations with executive sponsors regarding key technology-supported organizational priorities.

Services Account Planning: For Levels 2 and 3, we will work with you to plan the use of the services included in your Base support, and identify, plan, and facilitate the purchase of additional services, as required.

Services Program Management:

Level 1: Available upon request, this this can include a review of planned & purchased services, as well as, support the scheduling and the closing out of completed services.

Support Services Description

Levels 2 and 3: Program management provides for the oversight your services by your service delivery manager including the delivery and progress of proactive services purchased, the planning and scheduling of Microsoft technical resources, monitoring service deliveries and the closing out of completed services.

Cloud Success Review: As a Microsoft cloud services customer with Level 2 or 3 support, we will help you to identify opportunities to use features included in your services to accelerate the implementation, adoption and realized value of Microsoft Cloud technologies.

Microsoft Product, Service and Security Updates Guidance: As a Microsoft software and cloud services customer with Level 2 or 3 support, you will receive information about important upcoming product and service features and changes, as well as, security bulletins for Microsoft technologies.

🔗 **Service Delivery Management Add-on:** As a Level 2 or 3 support customer, 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.

🔗 **Onsite Service Delivery Management:** As a Level 2 or 3 support customer, you may request onsite visits from your service delivery manager that may require an additional charge per visit. This service is subject to Microsoft resource availability.

Support Technology Advisor scope details

The Support Technology Advisor (STA) is your designated technical advisor that supports cloud adoption and security by bridging business needs and outcomes with technical capabilities. The STA is available with Level 3 support services and may include:

Business-aligned planning: The STA drives strategic conversations by mapping technology capabilities to business outcomes and objectives, leads planning sessions, conducts check-ins to ensure alignment of cloud services with your organizational priorities.

Implementation services: The STA works with you to identify your primary workload (cloud or security) and help you develop a success plan to help you move forward with planning advise and implementation of services to keep your environment running smoothly.

Tailored support: The STA provides a customized support plan for your services that is tailored to your businesses specific needs. By understanding your goals and environment, they can help drive greater value across your technology investments and provide thought leadership and recommendations to help you realize your cloud business goals.

Support Services Description

2.3 Enhanced support services and solutions

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

Service	Support Level		
	1	2	3
Designated Support Engineering		+ ¹	+
Rapid Response		+	+
Custom Support		+	+
Developer Support – Core		+ ¹	+ ¹
Developer Support – Advanced			+
Mission Critical Workload Support			+

+ - An additional service that may be purchased.

+¹ - An additional service that may be purchased up to a limited maximum quantity.

2.3.1 Designated Support Engineering

Designated Support Engineering (DSE): Supports the specific Microsoft products and technologies selected by you and listed in your Work Order. The DSE is available during normal business hours (09:00 to 17:30 Local Standard Time, excluding holidays and weekends). DSE services are purchased as a block of hours, in advance, and Microsoft deducts hours from your account as hours are utilized. DSE 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. DSE services are delivered for a single support location in the designated support location identified in your Work Order.

For Level 2 support, DSE is limited to a maximum purchase quantity of 800 hours.

The focus areas for DSE services are to:

- 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)
- 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 to help 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.

Support Services Description

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 the Microsoft Azure components specified in your Work Order, 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 your specified Azure components, the response times for problem resolution support are listed in the table below and supersede any expected base support level response times.

Rapid Response	Severity and situation	Our expected response	Your expected response
Critical business impact	<ul style="list-style-type: none"> Loss of a core business process and work cannot reasonably continue Needs attention within 15 minutes 	<ul style="list-style-type: none"> First call response in 15 minutes or less Continuous effort on a 24x7 basis¹ Access to Microsoft's experienced specialists² Rapid escalation within Microsoft to cloud service operations teams Notification of our senior executives, as required 	<ul style="list-style-type: none"> Appropriate communication with your senior executives, as requested by us Allocation of appropriate resources to sustain continuous effort on a 24x7 basis³ Rapid access and response

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.

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

³ 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:** 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 for an additional fee and are defined 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 13 April 2016 but you don't enroll until October 13, 2016, your program fee is calculated retroactive to the 12 April 2016

Support Services Description

start date). Custom Support enrollment fees are nonrefundable and cannot be transferred between Custom Support Standard and Custom Support Essentials.

Service-specific prerequisites and limitations

- You must have a current Microsoft enterprise support services agreement to support a request for Custom Support services or to request a hotfix. If your Microsoft enterprise 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 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 security updates which are included in the enrollment fee are determined by the type of Custom Support service purchased and the enrolled product, as the following describes:
 - **Custom Support Standard:** Provides support for products with support retirement dates *before* January 1, 2010 and includes updates for security vulnerabilities defined by the Microsoft Security Response Center (MSRC) as critical or important.
 - **Custom Support Standard:** Provides support for products with support retirement dates *after* January 1, 2010, and includes 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 Essentials:** Provides the ability to purchase security updates rated by the MSRC as critical for an additional, per-update, per-device fee. Security updates rated important are not available.
- Custom Support is purchased on an annual basis, with fixed program dates that align to the product's Custom Support lifecycle. 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.

Support Services Description

- 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.
- 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). Security updates and hotfixes may not be distributed to unaffiliated third parties without our written consent.
- 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 respond to your requests for hotfixes, 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 non-security 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 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 this 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:

Developer Support – Core

Available to Support Levels 2 and 3, Core 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 Support Core has a maximum of 800 ADM hours.

Support Services Description

🔗 **Developer Support – Advanced**

Available to Support Level 3, Advanced 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.

Minimum engagement consists of 800 ADM hours. Smaller, customized engagements can be scoped upon special request.

2.3.5 Mission Critical Workload Support

🔗 **Mission Critical Workload Support:** Provides a higher level of support for a defined set of Microsoft products that make up a part of your mission critical workload solution, as specified on your Work Order. Mission Critical Workload Support provides a customized program of support services, is available for an additional fee and is defined in an Exhibit referenced in your Work Order.

2.4 Additional terms and conditions

Microsoft enterprise support services are delivered based on the following prerequisites and assumptions. Your right to receive services as described in this document is subject to your compliance with the terms and conditions in the Work Order and this document. Upon commencement of your Work Order, 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 Work Order that references and incorporates this document.

Terms and conditions for Levels 1, 2, and 3:

- All services are provided remotely to your locations in the country listed in your Work Order, unless otherwise set forth in writing. The Work Order describes the services to be provided in your designated support country.
- All 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 products 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 during the Term of a 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.

Support Services Description

- 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 non-Microsoft-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 a corresponding level 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 level of support, where available, and agreed with your service delivery resource.
- The equivalent list rate value of your Software Assurance Benefit incidents may be converted and used to reduce the Base package fees in your chosen support Level, as listed in your applicable Work Order. You may also convert Software Assurance Benefit incidents to Designated Support Engineering services. After 30 days, we reserve the right to invoice you for the equivalent value of any deficit of Software Assurance Benefit incidents you commit for conversion to eligible Microsoft enterprise support services, 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.

Terms and conditions for Levels 2 and 3 services:

- 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.

Support Services Description

2.5 Your responsibilities

Optimizing the benefits of your Microsoft enterprise 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:

Your responsibilities for Levels 1, 2, and 3:

- You will designate a named 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.
- Based on the Level purchased and outlined below, you can designate named contacts who may create 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.
 - Level 1 – Up to five (5) named contacts
 - Level 2 – Up to twenty (20) named contacts
 - Level 3 –Up to thirty (30) named contacts
- In addition to your account services administrator, designated named 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 your Level thresholds:
 - Level 1 – Up to five (5) additional named contacts
 - Level 2 – Up to twenty (20) additional named contacts
 - Level 3 – Up to thirty (30) additional named contacts
- 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.

Support Services Description

Your responsibilities for Level 2 and 3:

- 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.
- 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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The names of actual companies and products mentioned herein may be the trademarks of their respective owners.



EXHIBIT E
Microsoft Unified Support Published Price List
U.S. Public Sector – Effective October 1, 2017

****Microsoft reserves the right to revise its rates at any time****

Microsoft Unified Support		Advanced (Level 2 Support)	Performance (Level 3 Support)
	Server Products	10% for the first \$0 to \$1.5M 9% from \$1.5M to \$3M 8% from \$3M to \$6M 7% from \$6M to \$15M 6% over \$15M	12% for the first \$0 to \$1.5M 11% from \$1.5M to \$3M 10% from \$3M to \$6M 9% from \$6M to \$15M 8% over \$15M
	User Products	8% for the first \$0 to \$1.5M 7% from \$1.5M to \$3M 6% from \$3M to \$6M 5% from \$6M to \$15M 4% over \$15M	10% for the first \$0 to \$1.5M 9% from \$1.5M to \$3M 8% from \$3M to \$6M 7% from \$6M to \$15M 6% over \$15M
	Azure 12-month historic spend	10% for the first \$0 to \$1.8M 7% from \$1.8M to \$6M 5% from \$6M to \$12M 3% over \$12M	12% for the first \$0 to \$1.8M 8.5% from \$1.8M to \$6M 6% from \$6M to \$12M 3.5% over \$12M
	Minimum Unified Support Contract Price	\$50,000.00	\$175,000.00



-
1. Microsoft Unified Support – Core (Level 1) is not currently available in the U.S. Public Sector marketplace.
 2. Microsoft Unified Support is offered as an annual subscription that is priced as a percentage of a customer's 12-month historical total product purchase history and estimated product footprint to be supported. The price is represented as a fixed annual amount.
 3. Support subscription pricing is fixed throughout the subscription year. Once the annual subscription price is set, no additional support payment is charged for services included in the subscription for new product purchases throughout the year.
 4. There is no limit to additional products purchased or support provided to new products acquired within the subscription year.
 5. There is a minimum contract amount required per year for each service level.

Point of Contact

David T. Gallagher, Director of Contracts

U.S. Public Sector Enterprise Services

12012 Sunset Hills Road

Reston, VA 20190

Phone (571) 228-7487, Fax (425) 708-0482

Email: dgallagh@microsoft.com



CONTRACT RENEWAL NO. 3

This amendment by and between the Supplier and State Entity defined below shall be effective as of the date this Amendment is fully executed. To the extent the contract requires the State Entity to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Supplier's Full Legal Name:	Microsoft Corporation
Contract No.:	99999-SPD-MSFTSVCS-031815
Solicitation No./Event ID:	NA
Solicitation Title/Event Name:	Microsoft Premier Services
Contract Award Date:	September 3, 2015
Current Contract Term:	July 1, 2017 - June 30, 2018
Amendment No.:	5

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- CONTRACT RENEWAL/EXTENSION.** The parties hereby agree that the contract will be renewed/extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	July 1, 2018
End Date of New Contract Term:	June 30, 2019

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the contract for an additional period of time.

CONTRACT NUMBER: 99999-SPD-MSFTSVCS-031815


2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Microsoft Corporation
Authorized Signature:	
Printed Name and Title of Person Signing:	David T. Gallagher, Director of Contracts
Date:	4-11-18
Company Address:	12012 Sunset Hills Road Reston, VA 20190

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person Signing:	Lisa Eason
Date:	6-5-18
Company Address:	200 PIED mont Ave SE Atlanta, GA 30334

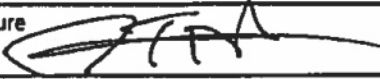
**Microsoft Premier Support Services Description Schedule:
Fee and Named Contacts:**

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

001467934
REN_001484695

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

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

<i>Customer</i>	<i>Microsoft Affiliate</i>
Name of Customer (please print) Georgia Department of Education	Name Microsoft Corporation
Signature 	Decided by: Signature Steve Seaforth
Name of person signing (please print) James T Beck Chief Financial Officer Federal EIN 58-6002042 Georgia Department of Education	Name of person signing (please print) Steve Seaforth
	Title of person signing (please print) SSSP
Date 6-15-18	Date 7/31/2018
<i>Term</i>	
This Schedule will commence on <u>07/24/2018</u> (the "Commencement Date") and will expire on <u>07/23/2019</u> (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

	Price (US\$)
Country: United States	\$203,069
Total	\$203,069

b. Services by Support Location

Country : United States (Premier Standard 0)
<ul style="list-style-type: none"> • Support Account Management Included (estimated at 120 hours) • Up to 325 hours for Support Assistance* • Up to 150 hours for Problem Resolution Support • Six (6) Onsite Services Resource Site Visits • Unlimited User Access to Premier Online Website

Country : United States Premier Support for Developer
<ul style="list-style-type: none"> • Application Development Management (estimated at 206 hours) • Unlimited User Access to Premier Online Website

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

2. MICROSOFT CONTACT

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

Microsoft Contact Name: Steve Seaforth
Address: Microsoft Corporation
Attn: Steve Seaforth
Phone: 860-678-3147
Email: stseaf@microsoft.com
Fax: 425-708-0110

3. CUSTOMER NAMED CONTACTS

Contacts will be carried over from the previous Term.

Purchase Order

Ship To: Department of Education
 Administrative Technology
 205 Jesse Hill Jr Dr SE Ste 1552 East
 Atlanta, GA 30334

Purchase Order 41400-652-0000105208	Type SWCC	Date 07/17/2018	Revision 	Page 1
Payment Terms Net 30	Freight Terms Destination	Ship Via COMMON		
Buyer / Phone: Eva Porter 404/656-4122				

Vendor: 0000015943
 MICROSOFT CORPORATION
 PROFESSIONAL SUPPORT SALES
 P O BOX 844510
 DALLAS, TX 75284-4510

Bill To: Department of Education
 Administrative Technology
 205 Jesse Hill Jr Dr SE Ste 1552 East
 Atlanta, GA 30334

Line-Sch	Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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The State of Georgia Contract Terms and Conditions are applicable to this order. They can be viewed at:
<http://doas.ga.gov/assets/State%20Purchasing/NEADocumentLibrary/GAStandardTerms-ConditionsforSuppliers.pdf>

PENDING FY19 APPROPRIATIONS - THIS PURCHASE ORDER ENCUMBERS STATE FUNDS IN DEPT ID 4146530010 FOR THE MICROSOFT PREMIER SUPPORT FOR DEVELOPERS RENEWAL FOR THE PERIOD JULY 24, 2018 - JULY 23, 2019. PENDING APPROVAL AT THE JUNE 14, 2018 STATE BOARD MEETING (SEE ATTACHED BOARD ITEM ON THE \$50K TO \$250K ITEM AND SERVICES DESCRIPTION) TO PROVIDE SUPPORT SERVICES TO GADOE TECHNOLOGY STAFF PROVIDING 24/7 ASSISTANCE TO MINIMIZE RESOLUTION TIME FOR URGENT ISSUES AND HELP TO ENSURE SYSTEMS REMAIN UP AND RUNNING. THIS IS RENEWAL 3 OF 4. SWC-CONVENIENCE #99999-SPD-MSFTSVCS-031815.

1-1	96258	TO PROVIDE PREMIER SUPPORT SERVICES TO THE GADOE TECHNOLOGY STAFF FOR OFFICE 365 AND AZURE INFRASTRUCTURE/AZURE BASED APPLICATIONS	1.0000	EA	203,069.0000	203,069.00	07/17/2018
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Contract ID: 99999-SPD-MSFTSVCS-031815

Item Total 203,069.00

Total PO Amount 203,069.00

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Authorized Signature *Amanda Silva*

**AMENDMENT NO. 4
TO
NON-STANDARD MASTER SERVICES AGREEMENT FOR MICROSOFT PREMIER
SERVICES**

Between

Microsoft Corporation 12012 Sunset Hills Road Reston, VA 20190	<i>and</i>	Georgia Department of Administrative Services 200 Piedmont Avenue, SE, Ste. 1316 West Tower, State Office Bldg. Atlanta, GA 30334-9010
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THIS AMENDMENT No. 4 TO THE NON-STANDARD MASTER SERVICES AGREEMENT FOR MICROSOFT PREMIER SERVICES WITH THE GEORGIA DEPARTMENT OF ADMINISTRATIVE SERVICES (the "Amendment") is made and entered into effective as of **March 1, 2018**, by and between the undersigned for the purpose of amending that certain Non-Standard Master Services Agreement for Microsoft Premier Services (the "Agreement"), dated as of September 3, 2015, by and between the Georgia Department of Administrative Services (the "Customer") and Microsoft Corporation ("MS").

Capitalized terms used herein and not otherwise defined have the meanings set forth in the Agreement.

In consideration of the promises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following provisions as they pertain to the addition of Unified Support Services to the Agreement:

1. Section 1 (Services) of the Agreement is hereby deleted in its entirety and replaced with the following revised provision:

Services. Microsoft agrees to perform Premier Services or *Unified Support Services* for each entity of the State of Georgia or local government entity (hereinafter referred to as the "Enrolled Entity") that elects to obtain Premier Services (as described in a Premier Services Description), or *Unified Support (as described in an Enterprise Services Work Order)* entered into by and between the Enrolled Entity and Microsoft using the *appropriate* form of document attached to this Agreement as Exhibit A (identified as the "Premier Services Description") or *Exhibit C (identified as the "Enterprise Services Work Order")*. Each Premier Services Description and/or *Enterprise Services Work Order* entered into by an authorized State or local government entity pursuant to this Agreement shall be governed by the terms of this Agreement and by this reference is incorporated into this Agreement. Authorized State or local government entities may further negotiate the terms and conditions of Exhibit *A or C* and related incorporated documents to the extent that such terms and conditions do not conflict with this Agreement or impact indemnification or liability requirements set forth under this Agreement. In the event of a conflict between this Agreement and any other agreement entered into pursuant to this Agreement, this Agreement shall control. The Microsoft Premier Services or *Unified Support Services* to be provided to Enrolled Entities pursuant to this Agreement are hereinafter referred to as the "Services."

2. Section 2 (Payment) of the Agreement is hereby deleted in its entirety and replaced with the following revised provisions:

Payment.

a. Premier Support

Premier Support is a prepaid service and all fees and any applicable taxes are due upon acceptance of Premier Services Description from an Enrolled Entity. Microsoft must be in receipt of a purchase order, check, or other acceptable form of payment before Microsoft will begin providing Services. Microsoft will invoice the Enrolled Entity for any additional Services performed and expenses incurred. The Enrolled Entity shall pay Microsoft for Services in accordance with the Payment Schedule contained in the relevant Premier Services Description within thirty (30) days after receipt of Microsoft's invoice. Microsoft will not change its hourly rates identified in a Premier Services Description during Microsoft's performance of that Premier Services Description. Microsoft and GA DOAS may agree from time to time to changes to the hourly rates for Services. The revised hourly rates will apply only to (a) new Premier Services Descriptions entered and agreed to after the effective date of the changes to the hourly rates for Services and (b) additional hours for Services added to an existing Premier Services Description through a written amendment entered into and effective after the effective date of the changes to the hourly rates for Services. Microsoft will have no obligation to continue to provide Services if the Enrolled Entity fails to make timely payment for Services under this Agreement. Notwithstanding the foregoing, multi-year Premier Service Descriptions will be invoiced upon Microsoft's acceptance of such Premier 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) (Exhibit B).

b. Unified Support

Unified Support is a prepaid service and all fees and any applicable taxes are due upon acceptance of an Enterprise Services Work Order from an Enrolled Entity. Microsoft must be in receipt of a purchase order, check, or other acceptable form of payment before Microsoft will begin providing Services. Microsoft will invoice the Enrolled Entity for any additional Services performed and expenses incurred. The Enrolled Entity shall pay Microsoft for Services in accordance with the Payment Schedule contained in the relevant Enterprise services Work Order within thirty (30) days after receipt of Microsoft's invoice. Microsoft will not change its rates identified in an Enterprise Services Work Order during Microsoft's performance of that Work Order. Microsoft and GA DOAS may agree from time to time to changes to the rates for Services. The revised rates will apply only to (a) new Enterprise Services Work Orders entered and agreed to after the effective date of the changes to the rates for Services and (b) additional Services added to an existing Enterprise Services Work Order through a written amendment entered into and effective after the effective date of the changes to the rates for Services. Microsoft will have no obligation to continue to provide Services if the Enrolled Entity fails to make timely payment for Services under this Agreement. Notwithstanding the foregoing, multi-year Enterprise Services Work Orders will be invoiced upon Microsoft's acceptance of such Work Order for year one and the remaining installments will be invoiced at the subsequent anniversaries of the Commencement Date as defined in the Work Order.

- 3. All references in the Agreement to Premier Services Descriptions (other than those that applies to payment/pricing in Section 2) shall also be applicable to any Microsoft Enterprise Work Orders when Unified Support Services are being purchased by an Enrolled Entity.
- 4. The document attached hereto entitled "Microsoft Enterprise Work Order" is hereby added to the Agreement as "Exhibit C."
- 5. The document attached hereto entitled "Microsoft Enterprise Support Services Description" is hereby added to the Agreement and "Exhibit D."
- 6. The document attached hereto entitled "Microsoft Unified Support Published Price List" is hereby added to the Agreement as "Exhibit E."
- 7. All other terms and conditions of the Agreement shall remain unchanged and the Agreement shall remain in full force and effect, as modified by this Amendment.

IN WITNESS WHEREOF, the parties have signed this Amendment on the date indicated below. This Amendment is not binding until executed by MS.

MICROSOFT CORPORATION

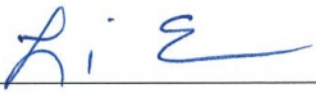
GEORGIA DEPARTMENT OF ADMINISTRATIVE SERVICES

By: 

 David T. Gallagher

 Director of Contracts
 Title

 12/7/2017
 Date

By: 

 Deputy Commissioner
 Title

 2-26-18
 Date



CONTRACT AMENDMENT

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Georgia Department of Administrative Services
Contractor's Full Legal Name:	Microsoft Corporation
Contract No.:	99999-SPD-MSFTSVCS-031815 DS DTG
Solicitation Title/Event Name:	Microsoft Premier Services
Contract Award Date:	September 3, 2015
Current Contract Term:	1 year
Amendment No.:	3

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to address a newly enacted law and to incorporate language to revise the reporting requirements of the Contract.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- CONTRACT RENEWAL/EXTENSION.** The parties hereby agree that the contract will be renewed/extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	July 1, 2017
End Date of New Contract Term:	June 30, 2018

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the contract for an additional period of time.

2. **IMPLEMENTATION OF REQUIREMENTS OF SENATE BILL 327 (passed during 2016 Georgia Legislative Session):** The Contract is amended to include the following new certification: Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract, including any renewals or extensions thereof, not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.
3. **REVISION OF REPORTING REQUIREMENTS:** Pursuant to O.C.G.A. Section 50-5-51(10), DOAS has the authority to collect moneys, rebates, or commissions payable to the State that are generated by supply contracts established pursuant to O.C.G.A. Section 50-5-57. The Master Service Agreement Paragraph 22 Section j, references a schedule for both quarterly sales report and administrative fees. The parties desire to amend the reporting requirements as follows:

- A. Delete the language "Upon receipt of payment for services, all surcharge fees shall be payable to the State of Georgia no later than thirty (30) days after the end of each quarter" and replace with the following language:

"The Quarterly Sales Report must be received by DOAS twenty (20) days after the end of the Fiscal Quarter through submission within the Contractor Portal of Team Georgia Marketplace, and the Fees must be received as a response to an invoice generated by DOAS between the time of receipt of the invoice and forty-five (45) days after the end of the fiscal quarter as defined by the table below:"

- B. Insert the following table as subsection i of Paragraph 22 Section j:

<i>DOAS' Fiscal Quarters</i>	<i>Months</i>	<i>Contractor's Quarterly Sales Report Due Date</i>	<i>Contractor's Payment Due Date (In Response to DOAS generated Invoice)</i>
<i>Quarter 1</i>	<i>July 1st – September 30th</i>	<i><u>October 20th</u></i>	<i><u>November 15th</u></i>
<i>Quarter 2</i>	<i>October 1st – December 31st</i>	<i><u>January 20th</u></i>	<i><u>February 15th</u></i>
<i>Quarter 3</i>	<i>January 1st – March 31st</i>	<i><u>April 20th</u></i>	<i><u>May 15th</u></i>
<i>Quarter 4</i>	<i>April 1st – June 30th</i>	<i><u>July 20th</u></i>	<i><u>August 15th</u></i>
<i>----</i>	<i>-----</i>	<i>-----</i>	<i>30 calendar days following the termination of this Statewide Contract for any reason</i>

- C. Insert the following language as subsection ii of Paragraph 22 Section j:

"At the end of each state fiscal quarter as defined above, Contractor shall prepare the Quarterly Sales Report and submit the file through the Contractor Portal of Team Georgia Marketplace, including the Contractor's most up-to-date Invoice Contact Name (Billing Contact), Contractor Billing Address, and Contractor Billing E-Mail. In the event that no sales have occurred, the Contractor must complete and submit the Quarterly Sales Report, indicating that no sales have occurred, and submit the file through Contractor Portal of Team Georgia Marketplace. No later than the date identified above as the "Contractor's Payment Due Date" for each fiscal quarter, the Contractor shall remit a payment of fees to DOAS in response to a DOAS generated invoice, through one of the following methods"

4. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

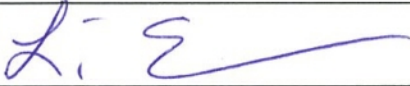
5. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR:

Contractor's Full Legal Name: (Please Type or Print)	Microsoft Corporation
Authorized Signature:	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> C5F4FFFE6A2E45D <i>David T. Gallagher</i> DocuSigned By: David T. Gallagher </div>
Printed Name and Title of Person Signing:	David T. Gallagher Director of Contracts
Date:	3/17/2017
Company Address:	One Microsoft Way, Redmond, WA 98052
Invoice Contact Name: (Contractor's Billing Contact)	Jennifer Carley
Contractor's Billing Address:	7000 North State Highway 161, Irving, TX 75039
Contractor's Billing E-Mail:	v-jencar@microsoft.com

STATE ENTITY:

Authorized Signature:	
Printed Name and Title of Person Signing:	Lisa Eason, Assistant Commissioner State Purchasing Division
Date:	3-21-17
Company Address:	200 Piedmont Avenue Suite 1308, West Tower Atlanta, GA 30334



CONTRACT AMENDMENT

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services of the State of Georgia
Contractor's Full Legal Name:	Microsoft Corporation
Contract No.:	99999-SPD-MSFTSVCS-031815 DS DTG 6/28/2016
Solicitation No./Event ID:	99999-SPD-MSFTSVCS-031815 DS DTG 6/28/2016
Solicitation Title/Event Name:	Microsoft Premier Services
Contract Award Date:	September 3, 2015
Current Contract Term:	1 year
Amendment No.:	2

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT EXTENSION:** The parties hereby agree that the contract will be extended for an additional period of time as follows:

New Contract Term

Beginning Date of New Contract Term - July 1, 2016

End Date of New Contract Term - June 30, 2017

The parties agree the contract will expire at midnight on the date defined as the "End Date of New Contract Term" unless the parties agree to renew/extend the contract for an additional period of time.

CONTRACT NUMBER: 99999-SPD-MSFTSVCS-031815


2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Microsoft Corporation
Authorized Signature:	 C5F4FFFE6A2E45D
Printed Name and Title of Person Signing:	DocuSigned By: David T. Gallagher David T. Gallagher Director of Contracts
Date:	6/14/2016
Company Address:	1 Microsoft Way, Redmond, WA 98052

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person Signing:	Beverly Denson Group Category Manager / SPD
Date:	6/28/16
State Entity Address:	200 Piedmont Ave, SE, Suite 1308, West Tower Atlanta, GA 30334

**AMENDMENT NO. 1
TO
NON-STANDARD MASTER SERVICES AGREEMENT FOR MICROSOFT PREMIER
SERVICES**

Between

Microsoft Corporation 12012 Sunset Hills Road Reston, VA 20190	<i>and</i>	Georgia Department of Administrative Services 200 Piedmont Avenue, SE, Ste. 1316 West Tower, State Office Bldg. Atlanta, GA 30334-9010
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THIS AMENDMENT No. 1 TO THE NON-STANDARD MASTER SERVICES AGREEMENT FOR MICROSOFT PREMIER SERVICES WITH THE GEORGIA DEPARTMENT OF ADMINISTRATIVE SERVICES (the "Amendment") is made and entered into effective as of March 9, 2016, by and between the undersigned for the purpose of amending that certain Non-Standard Master Services Agreement for Microsoft Premier Services (the "Agreement"), dated as of September 3, 2015, by and between the Georgia Department of Administrative Services (the "Customer") and Microsoft Corporation ("MS").

Capitalized terms used herein and not otherwise defined have the meanings set forth in the Agreement.

In consideration of the promises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Notice Address at Paragraph 5 (Term) of the Agreement is hereby deleted and replaced with the following new address:

John B. Deas, Contracts Manager
12012 Sunset Hills Road
Reston, VA 20190

2. The following new provision is hereby added to the Agreement at Paragraph 22 (Miscellaneous):

- k. **Remittance.** Payments to Microsoft for Premier Services Description written under this Agreement should be made to the following:

Microsoft Corporation c/o Bank of America
Lockbox 844510
1950 N. Stemmons Fwy., Ste. 5010
Dallas, TX 75207-4510

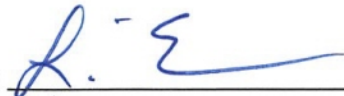
3. All other terms and conditions shall remain unchanged. The Agreement shall remain in full force and effect, as modified by the Amendment.

IN WITNESS WHEREOF, the parties have signed this Amendment on the date indicated below. This Amendment is not binding until executed by MS.

MICROSOFT CORPORATION

GEORGIA DEPARTMENT OF ADMINISTRATIVE SERVICES

By: C5F4FFFE6A2E45D
David T. Gallagher
DocuSigned By: David T. Gallagher

By:  _____

David T. Gallagher

Lisa Eason

Director of Contracts

Deputy Commissioner

Title

3/9/2016

Title

3-11-16

Date

Date