

ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VIRGINIA 22201

**NOTICE OF RIDER CONTRACT**

<b>TO:</b> Microsoft Corporation 8050 Microsoft Way Ap2/1610 Charlotte, North Carolina 28273	<b>DATE ISSUED:</b>	June 16, 2020
	<b>CURRENT REFERENCE NO:</b>	21-DTS-R-182
	<b>CONTRACT TITLE:</b>	Microsoft Consulting

---

**THIS IS A NOTICE OF A RIDER CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

Arlington rides the Lead Agency's contract referenced below for the goods and services so referenced. The contract documents consist of this notice and terms and conditions of the Lead Agency Agreement including any attachments or amendments thereto.

**LEAD AGENCY NAME:** Virginia Information Technologies Agency (VITA)

**LEAD AGENCY CONTRACT NUMBER:** VA-160304-MCS

**EFFECTIVE DATE:** June 16, 2020

**EXPIRES:** March 4, 2021

**RENEWALS:** Unlimited

**COMMODITY CODE(S):** 20941

**LIVING WAGE:** N

**ATTACHMENTS:**

ATTACHMENT A – COMMONWEALTH OF VIRGINIA, VITA CONTRACT NUMBER VA-160304-MCS

**EMPLOYEES NOT TO BENEFIT:**

**NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.**

---

**VENDOR CONTACT:** Vlad Valencia

**VENDOR TEL. NO.:** (717) 368-3728

**EMAIL ADDRESS:** [vvalen@microsoft.com](mailto:vvalen@microsoft.com)

**COUNTY CONTACT:** Anil Gupta, DTS-Enterprise  
Technology & Application Services

**COUNTY TEL. NO.:** (703) 228-0582

**COUNTY CONTACT EMAIL:** [agupta@arlingtonva.us](mailto:agupta@arlingtonva.us)

# Microsoft Master Services Agreement – State and Local (Non-Standard)


Microsoft Master Services Agreement Number   
 Microsoft affiliate to complete

This Microsoft Master Services Agreement is entered into between the following entities as of the effective date identified below. This agreement is comprised of this cover page and the attached terms and conditions, the terms of which are incorporated herein by this reference.

This agreement contains terms of the relationship between you and us. If you contract for services from us under this agreement, the specific terms of those transactions will be contained in this agreement and any statement of services incorporating this agreement.

If the first statement of services entered into under this agreement is given an effective date that is earlier than the effective date of this agreement, the effective date of this agreement will be that earlier date for the purposes of that statement of services.

By signing below, each party acknowledges that it has read and understood the terms of this agreement and agrees to be bound by these terms.

Customer	Microsoft Affiliate	
Name of Customer (please print) Virginia Information Technologies Agency (VITA)	Name Microsoft Corporation	
Signature 	Signature	C5F4FFFE6A2E45D David T. Gallagher
Name of person signing (please print) Philip Prager	Name of person signing (please print) David T. Gallagher	
Title of person signing (please print) Director, VITA Supply Contract Mgmt	Title of person signing (please print) Director of Contracts	
Signature date 3/4/16	Signature date (may be different than Effective Date) 3/7/2016	
	Effective Date (may be different than Signature Date) 3/7/2016	

**Contact information.** Each party will notify the other in writing if any of the information in the following table changes. The \* indicates required fields. By providing contact information, you consent to its use for purposes of administering this agreement by us, our affiliates, and other parties that help us administer this agreement.

<b>Customer</b>		
Name of Customer		Contact Name *(This person receives notices under this agreement pursuant to Section 12 (Notices)).
Virginia Information Technologies Agency		Gregory Searce
Street Address		Contact Email Address *
11751 Meadowville Lane		<a href="mailto:Gregory.searce@vita.virginia.gov">Gregory.searce@vita.virginia.gov</a>
City	State/Province	Phone
Chester	Virginia	(804) 416-6166
Country	Postal Code	Fax
USA		(804) 416-6361
<b>Microsoft</b>		
Notices to Microsoft should be sent to ( <i>Microsoft affiliate to complete</i> ):		Copies should be sent to:
<ul style="list-style-type: none"> <li>• Kevin Hartley</li> <li>Senior Attorney</li> <li>Microsoft Corporation</li> <li>5335 Wisconsin Ave., NW</li> <li>Suite 800</li> <li>Washington, DC 20015</li> </ul>		Microsoft Law and Corporate Affairs One Microsoft Way Redmond, WA 98052      USA Services Attorney (425) 936-7329 fax

## Terms and Conditions

**1. Definitions.** In this agreement, a "party" or "parties" means you and/or us as the context requires. "You" means the entity that has entered into this agreement and may also refer, as the context requires, to your affiliates who enter into a statement of services under this agreement. "We", "us", or "our" means, the Microsoft entity that has entered into this agreement and may also refer, as the context requires, to our affiliates. In addition, the following definitions apply:

**"affiliate"** means (i) with regard to you, any government agency, department, office, instrumentality, division, unit or other entity of your state or local government that is supervised by or is part of you, or which supervises you or of which you are a part, or which is under common supervision with you **which is defined as a public body in 2.2-4301 of the Code of Virginia** together with, as mandated by law, any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality located within your state's jurisdiction and geographic boundaries; provided that a state and its affiliates shall not, for purposes of this definition, be considered to be affiliates of the federal government and its affiliates; and (ii) with regard to us, any legal entity that we own, which owns us, or which is under common ownership with us. **"Affiliate" also includes the term "Authorized User" which, means all public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 and §2.2-2012 of the Code of Virginia. Authorized Users shall include private institutions of higher education that are listed at: <http://www.cicv.org/Our-Colleges/Profiles.aspx>.**

**"contractor(s)"** means any third party supplier or other provider of computer technology or related services;

**"developments"** means any computer code or materials (other than products, fixes or pre-existing work) developed by us or in collaboration with you which is provided to you in the course of performance of a statement of services;

**"fixes"** means product fixes, modifications or enhancements or their derivatives that we either release generally, (such as commercial product service packs) or that we provide to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds);

**"joint ownership"** means each party **to a statement of services** has the right to independently exercise any and all rights of ownership now known or here after created or recognized, including without limitation the rights to use, reproduce, modify and distribute the developments for any purpose, without the need for further authorization to exercise any such rights or any obligation of accounting or payment of royalties;

**"open source license terms"** means license terms that require computer code to be generally (i) disclosed in source code form to third parties; (ii) licensed to third parties for the purpose of making derivative works; or (iii) redistributable to third parties at no charge;

**"Ownership"** means more than 50% ownership.

**"Personal Information ("PI"), Personally Identifiable Information ("PII")"** means all information that describes, locates or indexes anything about an individual including his real or personal property holdings derived from tax returns, and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, or that affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual; and the record of his presence, registration, or membership in an organization or activity, or admission to an institution. **"Personal Information" shall not include routine information maintained for the purpose of internal office administration whose use could not be such as to affect adversely any data subject nor does the term include real estate assessment information. Code of Virginia § 2.2-3801;**

**"pre-existing work"** means computer code or materials (other than products and fixes) developed or otherwise obtained independently of the efforts of a party under a statement of services;

**"product"** means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing we make available to you for license which is published by us, our affiliates, or a third party;

**"service deliverables"** means any computer code or materials, other than products or fixes, that we leave with you at the conclusion of our performance of services **or are which are specified in the statement of services as deliverables;**

**"services"** means all support, consulting and other services or advice, including any resulting deliverables provided to you under the terms and conditions of this agreement;

**"statement of services"** means any work orders, services descriptions, or other statement of services referencing this agreement.

**2. Services.** The precise scope of the services will be specified in a statement of services. You or any of your affiliates may enter into statements of services under this agreement with our local affiliate. Our ability to deliver the services depends upon your full and timely cooperation, as well as the accuracy and completeness of any information you provide. This agreement does not obligate either party or its affiliates to enter into any statements of services.

**3. Ownership and license of service deliverables.**

**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. You are responsible for paying any licensing fees associated with products.

**b. Pre-existing work.** All pre-existing work will remain the sole property of the party providing the pre-existing work. During the performance of services, each party grants to the other (and our contractors as necessary) a temporary, non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services.

Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, we grant you **or the affiliate signing a statement of services** a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) our pre-existing work in the form delivered to you as part of the service deliverables only for your internal business operations.

The perpetual license to our pre-existing work that we leave to you **or the affiliate signing a statement of services** at the conclusion of our performance of the services is conditioned upon your compliance with the terms of this agreement and the applicable statement of services.

**c. Developments.** Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full we grant you joint ownership in the developments. You agree to exercise your rights for your internal business operations only and you will not resell or distribute the developments to any third party. Each party shall be the sole owner of any modifications that it makes based upon the developments.

**d. Affiliates rights and sublicensing to affiliates.** Except as may be otherwise explicitly agreed to in a statement of services, you may sublicense the rights to the service deliverables granted hereunder to your affiliates, but you or your affiliates may not further sublicense these rights.

Any sublicensing of the service deliverables to your affiliates, if permitted, must be consistent with the license terms in this agreement or in any statement of services.

**e. Open source license restrictions.** Because certain third party software is subject to open source license terms, the license rights that each party has granted 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, each party warrants that it will not provide or give to the other party computer code that is governed by open source license terms.

**f. Reservation of Rights.** All rights not expressly granted in this section are reserved.

**4. Restrictions on use.** You may not:

- a) Rent, lease, lend, host or otherwise distribute service deliverables or fixes, except as otherwise provided in a statement of services; or
- b) Reverse engineer, de-compile, or disassemble fixes or service deliverables, except to the extent expressly permitted by applicable law despite this limitation.

Fixes and service deliverables licensed under this agreement are subject to U.S. export jurisdiction. You must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies. For additional information related to Microsoft compliance with export rules, see [www.microsoft.com/exporting](http://www.microsoft.com/exporting).

**5. Supportability.** We may add support for new products or discontinue support for existing products from time-to-time. If we discontinue support for a product, we will inform you six months in advance of the discontinuation by posting the information at <http://support.microsoft.com> or any successor site. If we sell a product to another company, we will give you notice of the sale and at the time of such notice will either (i) arrange for the other company to continue the support; or (ii) continue support ourselves for 90 days to give you time to make alternative arrangements.

There may be cases where your implementation of our products cannot be effectively supported. As part of providing the support services, we will notify you if we reach that conclusion. If you do not modify the implementation to make it effectively supportable within 30 calendar days after the notice, we will not be obligated to provide additional support services for that implementation, however we will continue to provide support for your other supportable implementations covered by the statement of services.

For statements of services for support, we will use commercially reasonable efforts to provide the support services for those products covered in the statement of services, provided they are validly licensed by you.

**6. Fees.** You agree to pay us (or our designees) the fees described in each statement of services. The fees do not include fees for products. Unless otherwise stated in a statement of services, (i) you agree to pay within 30 calendar days of the date of our invoice; and (ii) we will not change our hourly rates identified in a statement of services during its term, but we may adjust our hourly rates prior to entering any new or amended statement of services. Our fees exclude any taxes, duties, tariffs, levies or other governmental charges or expenses (including, without limitation, any value added taxes), which will be billed to and paid by you. We are responsible for taxes based upon our personal property ownership and net income.

**ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER OR SOW PLACED BY ANY AUTHORIZED USER ARE THE SOLE OBLIGATION OF SUCH AUTHORIZED USER AND NOT THE RESPONSIBILITY OF VITA UNLESS SUCH AUTHORIZED USER IS VITA.**

**7. Confidentiality.** Subject to the requirements of your public records and trade secret laws (if any):

- 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 five 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 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 of us 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.** We may use any technical information we derive from providing services related to our products for problem resolution, troubleshooting, product functionality enhancements and fixes, for our knowledge base. We agree not to identify you or disclose any of your confidential information in any item in the knowledge base.
- e. Unauthorized Disclosure of Commonwealth Personal Information.** *Microsoft warrants it shall immediately notify Customer and Affiliates, if applicable, of any Breach of Unencrypted and Unredacted Personal Information, as those terms are defined herein and in Virginia Code 18.2-186.6, and other personal identifying information, such as insurance data or date of birth, provided by Customer or Affiliate to Microsoft. Supplier shall provide Customer the opportunity to participate in the investigation of the Breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law.*

## **8. Warranties.**

**a. Services.** We warrant that all services will be performed with professional care and skill.

**b. No other warranties.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM AND EXCLUDE 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,

DocuSign Envelope ID: 4BA5943D-0517-42B9-AC11-87E2D018805C

RELATED MATERIALS AND SERVICES. WE WILL NOT BE LIABLE FOR ANY SERVICE(S) OR PRODUCT(S) PROVIDED BY THIRD PARTY VENDORS, DEVELOPERS OR CONSULTANTS IDENTIFIED OR REFERRED TO YOU BY US UNLESS SUCH THIRD PARTY PRODUCTS OR SERVICES ARE PROVIDED UNDER OUR WRITTEN AGREEMENT BETWEEN YOU AND US, AND THEN ONLY TO THE EXTENT EXPRESSLY PROVIDED IN THIS AGREEMENT.

**9. Defense of infringement and misappropriation claim.** We will defend you *or any Affiliate who has signed a Statement of Services* against any claims made by an unaffiliated third party that any service deliverable infringes its patent, copyright, or trademark or misappropriates its trade secret, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent).

You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance in defending the claim, and we will reimburse you for reasonable out of pocket expenses that you incur in providing that assistance. The terms "misappropriation" and "trade secret" are used as defined in the Uniform Trade Secrets Act.

Our 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) you provide; (ii) your use of a fix or service deliverables after we notify you to discontinue use due to such a claim; (iii) your 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 us or our contractors; (vi) your distribution of the fix or services deliverables to, or its use for the benefit of, any third party other than permitted by an applicable statement of services; (vii) your use of our trademark(s) without express written consent to do so; or (viii) any trade secret claim that is a result of your 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 us or our affiliates) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret. You will reimburse us for any costs or damages that result from these actions.

If we receive information concerning an infringement claim related to a fix or service deliverables, we may, at our expense and without obligation to do so, either (i) procure for you the right to continue to use the allegedly infringing fix or service deliverables as permitted by the applicable statement of services; or (ii) modify the fix or service deliverables or replace it with a non-infringing functional equivalent, to make it non-infringing. In which case you will stop using the allegedly infringing fix or service deliverables immediately. If as a result of an infringement claim, your use of a fix or service deliverables is enjoined by a court of competent jurisdiction, we will, at our 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, your ownership rights in) the infringing fix or service deliverable.

If any other type of third party claim is brought against you regarding our Intellectual property, you must notify us promptly in writing. We may, at our option, choose to treat these claims as being covered by this Section 9. This Section 9 provides your exclusive remedy for third party infringement and trade secret misappropriation claims.

**Applicable laws that pertain to Customer and Affiliates include §§ 2.2-510 and 2.2-514 of the Code of Virginia. The party providing the protection will reimburse the other party for reasonable out of pocket expenses that it incurs in providing assistance. The selection and approval of counsel and any settlement must be satisfactory and approved in writing by both parties. Except for other remedies available at law or in equity, the remedies provided in this section are the exclusive remedies for the claims described in this section.**

**10. Limitations of liability.**

- a. Limitation on Direct Damages.** There may be situations in which you have a right to claim damages or payment from us. Except as otherwise specifically provided in this paragraph, whatever the legal basis for your claims, our total liability (and that of our contractors) will be limited, to the maximum extent permitted by applicable law, to direct damages up to **100% of the amount of the** applicable statement of services for the services giving rise to the claims.



In the event services or any service deliverables are provided to you on a gratuitous or no-charge basis, our total liability to you will not exceed US\$5000. The limitations contained in this paragraph will not apply with respect to the following:

(i) our obligations under Section 9;

(ii) our liability for damages for gross negligence or willful misconduct, to the extent caused by us or our contractors and awarded by a court of final adjudication; and

(iii) our obligations under Section 7.

- b. NO LIABILITY FOR CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY NOR THEIR 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.
- c. Application.** Except as specified expressly in this Section 10, 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.

**11. Term and termination.** This agreement will remain in effect until terminated. The parties signing the cover page of this agreement may terminate it at any time by giving the other party at least 60 calendar days prior written notice.

Either party signing the cover page may terminate this agreement if the other party is in material breach or default of any obligation that is not cured within 30 calendar days' notice of such breach.

The sole effect of terminating this agreement will be to terminate the ability of either party to enter into subsequent statements of services that incorporate the terms of this agreement. Termination of this agreement will not, by itself, result in the termination of any statements of services 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 statements of services unless and until the statement of services itself is terminated or expires.

The term of any statement of services will be set forth in an applicable statement of services. In addition, unless otherwise provided in a statement of services, your affiliate that signed the statement of services may terminate **it at any time and** for any reason by giving our affiliate that signed the statement of services 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 30 calendar days' notice of such breach or (ii) fails to pay any invoice that is more than 60 calendar days outstanding. **If a statement of services is terminated, the affiliate agrees** to pay all fees for services performed and expenses incurred prior to termination and any additional amounts that may be specified in a statement of services.

**12. Notices.** All notices, authorizations, and requests given or made in connection with this agreement must be sent by post, express courier, facsimile or email to the addresses indicated on the cover page of this agreement or on an applicable statement of services, if different. Notices will be deemed delivered on the date shown on the postal return receipt or on the courier, or facsimile or email confirmation of delivery.

13. **Insurance.** We will procure and maintain the following insurance coverage, at all times when performing services on your premises under this agreement, via either commercial insurance, self-insurance, a combination of the two or any other similar risk financing alternative:

- a) Commercial General Liability covering bodily injury and tangible property damage liability with a limit of not less than U.S. \$2,000,000 each occurrence;
- b) Workers' Compensation (or maintenance of a legally permitted and governmentally-approved program of self-insurance) covering Microsoft employees pursuant to applicable state workers' compensation laws for work-related injuries suffered by our employees;
- c) Employer's Liability with limits of not less than U.S. \$1,000,000 per accident;
- d) Professional Liability/Errors & Omissions Liability covering damages arising out of negligent acts, errors, or omissions committed by us or our employees in the performance of services, with a limit of liability of not less than U.S. \$2,000,000 per claim; and
- e) Automobile Liability (if vehicles are brought on your premises or used in the performance of the services) with \$2,000,000 combined single limit per occurrence, for bodily injury and property damage combined covering owned, non-owned and hired vehicles.

We will provide you with evidence of coverage on request.

14. **Miscellaneous.**

- a. **Assignment and right to subcontract.** Neither party may assign this agreement or any statement of services without the written consent of the other, **which consent shall not be unreasonably withheld.** We may use contractors to perform services and we will be responsible for their performance subject to the terms of this agreement.
- b. **Independent contractor.** We provide our services as an independent contractor, and will be responsible for **benefits, including** any and all social security, unemployment, workers' compensation, **health insurance** and other withholding taxes for all of our employees. You and we are free to develop products independently without the use of the other's confidential information. Neither you nor we are obligated to restrict the future work assignments of people who have had access to confidential information. In addition, you, we and these people are free to use the information that these people remember related to information technology, including ideas, concepts, know-how or techniques, so long as confidential information of the other party is not disclosed in violation of this agreement in the course of such use. This use shall not grant either party any rights under the other's copyrights or patents and does not require payment of royalties or separate license.
- c. **Applicable law; dispute resolution.** **This agreement together with the applicable statement of services will be interpreted in accordance with and governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the appropriate Virginia Circuit Court. Microsoft shall comply with all applicable federal, state, and local laws. This does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction as long as it is within the appropriate Virginia Circuit Court.**
- d. **Entire agreement.** This agreement and the statements of services constitute the parties' entire agreement concerning the subject matter hereof, 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 statement of services. Any terms and conditions maintained by you or your affiliates or contained in any purchase order, other than those mandatory terms required by law, will not apply. The parties signing the cover page of this agreement may amend this agreement only in writing when signed by both parties. The parties signing a statement of services may amend the statement of services only in writing when signed by both parties.

- e. **Survival.** The sections regarding ownership and license, restrictions on use, fees, confidentiality, no other warranties, defense of infringement and misappropriation claims, limitations of liability, term and termination, notices, and miscellaneous of this agreement will survive any termination or expiration of this agreement or any statement of services. Additionally, as provided in Section 11 above if this agreement is terminated all its terms shall survive termination for purposes of any remaining statement of services in existence at the time this agreement is terminated.
- f. **Severability.** If a court holds any provision of this agreement or a statement of services to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect and the parties will amend the agreement or statement of services to give effect to the stricken clause to the maximum extent possible.
- g. **Waiver.** No waiver of any breach of this agreement or statement of services will be a waiver of any other breach, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.
- h. **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.
- i. **Counterparts.** This agreement and any statements of services may be executed in any number of 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).
- j. **Cost or pricing data.** We will not, under any circumstances, accept any statement of services that would require the submission of cost or pricing data.
- k. **Non-exclusivity.** This agreement (including any statement of services incorporating these terms) is non-exclusive. Nothing contained in it requires you to license, use or promote Microsoft software or services exclusively. You may, if you choose, enter into agreements with other parties to license, use or promote non-Microsoft software or services.
- l. **Microsoft's Report of Sales and Industrial Funding Adjustment.** *By the 10<sup>th</sup> day of every month, the Supplier shall submit the "Supplier Monthly Report of Sales." A template showing the format in which the report is to be submitted and contact information for submission is available at <http://www.vita.virginia.gov/scm/default.aspx?id=97> under "Supplier Reporting." The report shall be submitted via electronic mail to the VITA IFA Coordinator and shall report total sales (defined for purposes of this report as all invoiced payments received by Supplier from all Authorized User) for this Contract during the preceding month. Supplier shall be responsible for submitting the monthly report of sales even if Supplier has had no sales (i.e., a \$0.00 total sales value) for the reporting period.*
- The Supplier shall submit the Industrial Funding Adjustment (IFA) payment for the period covered by such "Supplier Monthly Report of Sales" within thirty (30) days after submitting the "Supplier Monthly Report of Sales." The IFA payment is equal to two percent (2%) of total sales reported during the relevant month.*
- The IFA payment shall be submitted to VITA, Attention VITA Controller in the form of a check or electronic payment, made payable to the Treasurer of Virginia. The IFA payment shall reference this Contract number, "report amounts," and "report period" and shall be accompanied by a copy of the relevant "Supplier Monthly Report of*

DocuSign Envelope ID: 4BA5943D-0517-42B9-AC11-87E2D018805C

***Sales.” Contact information for submission of IFA payments is available at <http://www.vita.virginia.gov/scm/default.aspx?id=97> under “Supplier Reporting.”***

# FY16 Public Sector Published Price List

## Microsoft Consulting Services

**Effective Date:**

***July 1, 2015***

Prepared by:

**David Gallagher**

**Director of Contracts**

dgallagh@microsoft.com

12012 Sunset Hills Road

Reston, VA 20190

(703) 673-7871

(425) 708-0482 (Fax)



## 1.0 Microsoft Services Background

Microsoft Consulting Services (MCS) has been an integral part of Microsoft since 1990, helping hundreds of large organizations worldwide build information technology solutions. MCS Practices are located at Microsoft field offices around the world.

### 1.1 Public Sector Mission

Our mission is to serve as Trusted Technical Advisors and Architects to Microsoft Public Sector Customers and Partners, helping them architect plan, design and implement solutions leveraging Microsoft products, tools and technologies. MCS Consultants work with customers on specific projects and strategic initiatives and enable customers to gain knowledge in Microsoft product sets and methodologies to build self-sufficiency over time. MCS is the appropriate Microsoft resource to utilize when customer project requirements demand direct Microsoft involvement.

### 1.2 Microsoft Services Rates

<u>MCS Labor Category</u>	<u>Hourly Rates</u>	<u>Hourly Rates (Cleared)</u>
ARCHITECTURAL CONSULTANT	\$291.00	\$299.00
PRINCIPAL CONSULTANT	\$278.00	\$288.00
GENERAL MANAGER	\$295.00	\$299.00
PRACTICE MANAGER	\$274.00	\$285.00
ENGAGEMENT MANAGER	\$263.00	\$273.00
PROJECT MANAGER	\$263.00	\$273.00
SENIOR CONSULTANT	\$263.00	\$273.00
CONSULTANT	\$238.00	\$248.00
ASSOCIATE CONSULTANT	\$210.00	\$219.00
<b><u>MCS PARTNER RATES:</u></b>	<b><u>Hourly Rates</u></b>	<b><u>Hourly Rates</u></b>
TECHNICIAN V	\$250.00	\$250.00
TECHNICIAN IV	\$232.00	\$232.00
TECHNICIAN III	\$206.00	\$206.00
TECHNICIAN II	\$180.00	\$180.00
TECHNICIAN I	\$155.00	\$155.00
TECHNICIAN	\$129.00	\$129.00
ASSOCIATE TECHNICIAN	\$103.00	\$103.00

*"Cleared" Hourly rates shall apply whenever the customer requires a Secret or higher level security clearance (or Agency equivalent type clearance) either by the issuance of a DD254 or otherwise specifying such security requirements in the contract documents.*

## **Microsoft Global Delivery (GD)**

### **Offshore Rates**

- MSFT GD Consulting – (FTE) \$73.00/Hr.
- MSFT GD ACE/SIAM – (FTE) \$110.00/Hr.
- MSFT GD – (Partner) \$42.00/Hr.

### **Onshore Rates:**

- MSFT GD Consulting – (FTE) \$175.00/Hr.
- MSFT GD ACE/SIAM – (FTE) \$175.00/Hr.
  - Daily per diem and other travel is charged IAW government travel regulations.
    - Note: Initial air fare to/from India is not charged to customer.

### **Note:**

- *The labor category from which personnel will be assigned will be specified by Microsoft in a Work Order based on the nature of the services to be provided.*
- *Microsoft reserves the right to revise our rates at anytime.*

---

### **Point of Contact**

David T. Gallagher, Director of Contracts  
U.S. Public Sector Services  
12012 Sunset Hills Road  
Reston, VA 20190  
Phone (703) 673-7871, Fax (425) 708-0482  
Email: dgallagh@Microsoft.com

---

This contract can be used to acquire either Consulting Services or Premier Support Services from Microsoft.

Consulting Services include:

- Direct access to internal Microsoft software developers for current and future products
- Access to source code for current and future products
- Access to internal Microsoft Product update sessions comprised of Microsoft product development teams to review current product features and functionality and help plan for new product features and functionality
- Informal yet strategic access to Microsoft product groups, developers and senior architects

Premier Support services include:

- Direct access 24 hours a day, 7 days a week to Microsoft experts to help identify and resolve IT issues
- Employee training
- Dedicated technical professionals

# Microsoft Enterprise Support Services Description

July 2017

# Table of content

- 1 About this document..... 2
- 2 Support services..... 3
  - 2.1 How to purchase support ..... 3
  - 2.2 Description of support services ..... 3
    - 2.2.1 Proactive support services..... 4
    - 2.2.2 Reactive support services..... 8
    - 2.2.3 Service delivery management ..... 12
  - 2.3 Enhanced support services and solutions ..... 15
    - 2.3.1 Designated Support Engineering..... 15
    - 2.3.2 Rapid Response ..... 16
    - 2.3.3 Custom Support..... 16
    - 2.3.4 Developer Support ..... 18
    - 2.3.5 Mission Critical Workload Support ..... 19
  - 2.4 Additional terms and conditions..... 19
  - 2.5 Your responsibilities ..... 21



# 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.

## 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
<b>Proof of Concept</b>		+	+
<b>Solution Planning</b>			+

+ - 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
<b>Onboarding Services</b>		+	+

+ - Additional service that may be purchased.

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

### Maintenance services

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

Maintenance service types	Support Level		
	1	2	3
<b>On-demand Assessment</b>	✓	✓	✓
<b>Root Cause Analysis</b>	+	+	+
<b>Assessment Program</b>		+	+
<b>Health Check</b>		+	+
<b>Offline Assessment</b>		+	+
<b>Proactive Monitoring</b>		+	+
<b>Proactive Operations Programs (POP)</b>		+	+
<b>Risk and Health Assessment Program as a Service (RAP as a Service)</b>		+	+
<b>Risk and Health Assessment Program as a Service Plus (RAP as a Service Plus)</b>		+	+

✓ - 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

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
<b>Adoption Services</b>			+
<b>Development Focused Services</b>		+	+
<b>IT Services Management</b>		+	+
<b>Lab Services</b>			+
<b>Remediation Support Services</b>		+	+
<b>Security Services</b>		+	+

+ - 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.



🔗 **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
<b>On-demand Education</b>	✓	✓	✓
<b>Webcasts</b>		✓	✓
<b>Chalk Talks</b>		+	+
<b>Workshops</b>		+	+

✓ - 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.

🔗 **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
<b>Proactive Credits</b>	+	+	+
<b>Custom Proactive Support Services (Maintenance, Optimization and Education services)</b>		+	+

+ - 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
<b>Advisory Support</b>	✓	✓	✓
<b>Problem Resolution Support</b>	✓	✓	✓
<b>Escalation Management</b>	✓	✓	✓

Reactive service types	Support Level		
	1	2	3
<b>Extended Hotfix Support</b>		✓	✓
<b>Onsite support</b>		+	+

✓ - 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
<b>Standard business impact</b>	<ul style="list-style-type: none"> <li>Moderate loss or degradation of services, but work can reasonably continue in an impaired manner</li> <li>Needs attention within eight hours</li> </ul>	<ul style="list-style-type: none"> <li>First call response in eight hours or less during business hours<sup>1</sup></li> <li>Effort during business hours<sup>1</sup> only</li> <li>Upon request, effort on a 24x7 basis<sup>2</sup></li> </ul>	<ul style="list-style-type: none"> <li>Accurate contact information about the case owner</li> <li>Responsive within 24 hours</li> <li>If 24x7 effort has been requested, you will allocate appropriate resources to sustain 24x7 effort<sup>2</sup></li> </ul>

Level 1	Severity and situation	Our expected response	Your expected response
<b>Critical business impact</b>	<ul style="list-style-type: none"> <li>Loss of a core business process and work cannot reasonably continue</li> <li>Needs attention within one hour</li> </ul>	<ul style="list-style-type: none"> <li>First call response in one hour or less</li> <li>Continuous effort on a 24x7 basis<sup>2</sup></li> </ul>	<ul style="list-style-type: none"> <li>Allocation of appropriate resources to sustain continuous effort on a 24x7 basis<sup>2</sup></li> </ul>

<sup>1</sup> 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.

<sup>2</sup> 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
<b>Standard business impact</b>	<ul style="list-style-type: none"> <li>Moderate loss or degradation of services, but work can reasonably continue in an impaired manner</li> <li>Needs attention within four hours</li> </ul>	<ul style="list-style-type: none"> <li>First call response in four hours or less during business hours<sup>1</sup></li> <li>Effort during business hours<sup>1</sup> only</li> <li>Upon request, effort on a 24x7 basis<sup>2</sup></li> </ul>	<ul style="list-style-type: none"> <li>Accurate contact information about the case owner</li> <li>Responsive within 24 hours</li> <li>If 24x7 effort has been requested, you will allocate appropriate resources to sustain 24x7 effort<sup>2</sup></li> </ul>
<b>Critical business impact</b>	<ul style="list-style-type: none"> <li>Loss of a core business process and work cannot reasonably continue</li> <li>Needs attention within one hour</li> </ul>	<ul style="list-style-type: none"> <li>First call response in one hour or less</li> <li>Critical Situation Manager assigned after 4 hours</li> <li>Continuous effort on a 24x7 basis<sup>2</sup></li> </ul>	<ul style="list-style-type: none"> <li>Allocation of appropriate resources to sustain continuous effort on a 24x7 basis<sup>2</sup></li> <li>Access and response from change control authority within four business hours</li> </ul>

<sup>1</sup> 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.

<sup>2</sup> 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.

**Level 3 Incident Response**

Level 3	Severity and situation	Our expected response	Your expected response
<b>Standard business impact</b>	<ul style="list-style-type: none"> <li>Moderate loss or degradation of services, but work can reasonably continue in an impaired manner</li> <li>Needs attention within four hours</li> </ul>	<ul style="list-style-type: none"> <li>First call response in four hours or less during business hours<sup>1</sup></li> <li>Effort during business hours<sup>1</sup> only</li> <li>Upon request, effort on 24x7 basis<sup>2</sup></li> </ul>	<ul style="list-style-type: none"> <li>If 24x7 effort has been requested, you will allocate appropriate resources to sustain 24x7 effort<sup>2</sup></li> </ul>
<b>Critical business impact</b>	<ul style="list-style-type: none"> <li>Loss of a core business process and work cannot reasonably continue</li> <li>Needs attention within 30 minutes</li> </ul>	<ul style="list-style-type: none"> <li>First call response in 30 minutes or less</li> <li>Critical Situation Manager assigned in 30 minutes or less</li> <li>Resources at your site, after 24 hours, with customer agreement</li> <li>Continuous effort on a 24x7 basis<sup>2</sup></li> <li>Access to Microsoft's experienced specialists and rapid escalation within Microsoft to product teams<sup>3</sup></li> <li>Notification of our senior executives, as required</li> </ul>	<ul style="list-style-type: none"> <li>Appropriate communication with your senior executives, as requested by us</li> <li>Allocation of appropriate resources to sustain continuous effort on a 24x7 basis<sup>2</sup></li> <li>Rapid access and response</li> </ul>

<sup>1</sup> 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.

<sup>2</sup> 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

<sup>3</sup> 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:

**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.

**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
<b>Support Initiation</b>	✓	✓	✓
<b>Executive Services Review</b>		✓	✓
<b>Services Account Planning</b>		✓	✓
<b>Services Program Management</b>	✓	✓	✓
<b>Cloud Success Review</b>		✓	✓
<b>Microsoft Product, Service, and Security Updates Guidance</b>		✓	✓
<b>Service Delivery Management Add-on</b>		+	+
<b>Onsite Service Delivery Management</b>		+	+

✓ - 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.

**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.



## 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
<b>Designated Support Engineering</b>		+ <sup>1</sup>	+
<b>Rapid Response</b>		+	+
<b>Custom Support</b>		+	+
<b>Developer Support – Core</b>		+ <sup>1</sup>	+ <sup>1</sup>
<b>Developer Support – Advanced</b>			+
<b>Mission Critical Workload Support</b>			+

+ - An additional service that may be purchased.

+<sup>1</sup> - 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.

### 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
<b>Critical business impact</b>	<ul style="list-style-type: none"> <li>Loss of a core business process and work cannot reasonably continue</li> <li>Needs attention within 15 minutes</li> </ul>	<ul style="list-style-type: none"> <li>First call response in 15 minutes or less</li> <li>Continuous effort on a 24x7 basis<sup>1</sup></li> <li>Access to Microsoft's experienced specialists<sup>2</sup></li> <li>Rapid escalation within Microsoft to cloud service operations teams</li> <li>Notification of our senior executives, as required</li> </ul>	<ul style="list-style-type: none"> <li>Appropriate communication with your senior executives, as requested by us</li> <li>Allocation of appropriate resources to sustain continuous effort on a 24x7 basis<sup>3</sup></li> <li>Rapid access and response</li> </ul>

<sup>1</sup> 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.

<sup>2</sup> Rapid Response Problem Resolution Support services are only available in English.

<sup>3</sup> 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

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.

- 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.

### 🔗 **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.

## 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.

**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.



© 2017 Microsoft Corporation. All rights reserved. Any use or distribution of these materials without express authorization of Microsoft Corp. is strictly prohibited.

Microsoft and Windows are either registered trademarks of Microsoft Corporation in the United States and/or other countries.

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

**MODIFICATION #1  
TO  
CONTRACT NUMBER VA-160304-MCS  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
MICROSOFT CORPORATION**

This MODIFICATION #1 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and Microsoft Corporation, hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #1 is hereby incorporated into and made an integral part of Contract VA-160304-MCS (the Agreement), as modified.

VITA agrees to add Microsoft's Unified Support to the existing contract. (See attached documents for pricing, Work Order and Support Services Description)

These changes are effective immediately.


**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

MICROSOFT CORPORATION

BY:   
C 4EF3D6A0C32485...  
NAME: David T. Gallagher  
TITLE: Director of Contracts  
DATE: 11/28/2017

COMMONWEALTH OF VIRGINIA

BY:   
NAME: GREGORY SEARLE  
TITLE: STRATEGIC SOURCING SPECIALIST  
DATE: 12.1.2017

**Microsoft Unified Support Published Price List  
U.S. Public Sector – Effective September 1, 2018**

\*\*\*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	\$70,000.00	\$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](mailto:dgallagh@microsoft.com)

---

---

# FY20 U.S. Public Sector Published Price List

## Microsoft Consulting Services

**Effective Date:**  
***September 3, 2019***

*Prepared by:*

**David Gallagher**

**Director of Contracts**

dgallagh@microsoft.com

12012 Sunset Hills Road

Reston, VA 20190

(703) 673-7871

(425) 708-0482 (Fax)

---

## 1.0 Microsoft Services Background

Microsoft Consulting Services (MCS) has been an integral part of Microsoft since 1990, helping thousands of customers worldwide build and implement information technology solutions, while empowering every customer to achieve more using Microsoft's latest products, services and technologies to drive Digital Transformation. MCS Practices are located at Microsoft field offices around the world.

### 1.1 Public Sector Mission

Our mission is to serve as Trusted Technical Advisors and Architects to Microsoft Public Sector Customers and Partners, helping them architect, plan, design and implement solutions leveraging Microsoft products, tools and technologies. MCS Consultants work with customers on specific projects and strategic initiatives and enable customers to gain knowledge in Microsoft product sets and methodologies to build self-sufficiency over time. MCS is the appropriate Microsoft resource to utilize when customer project requirements demand direct Microsoft involvement.

### 1.2 Microsoft Services Rates

<u>MCS Labor Category</u>	<u>Hourly Rates</u>	<u>Hourly Rates (Cleared)</u>
DELIVERY DATA SCIENTIST	\$320.00	\$333.00
DIGITAL ARCHITECT	\$320.00	\$333.00
SOLUTION ARCHITECT	\$320.00	\$333.00
SOFTWARE ENGINEER	\$320.00	\$333.00
PRINCIPAL CONSULTANT	\$307.00	\$320.00
SENIOR CONSULTANT	\$297.00	\$310.00
CONSULTANT	\$264.00	\$277.00
ASSOCIATE CONSULTANT	\$231.00	\$244.00
ACCOUNT DELIVERY EXECUTIVE	\$282.00	\$295.00
SENIOR PROJECT MANAGER	\$294.00	\$307.00
PROJECT MANAGER	\$282.00	\$295.00
<b>US DELIVERY CENTER, "USDC" (REMOTE SERVICES - LAS COLINAS, TX)</b>		
USDC CONSULTANT	\$185.00	\$195.00
USDC PROJECT MANAGER	\$185.00	\$195.00

<b><u>MCS PARTNER-SUBCON RATES:</u></b>	<b><u>Hourly Rates</u></b>	<b><u>Hourly Rates</u></b>
TECHNICIAN V	\$265.00	\$265.00
TECHNICIAN IV	\$250.00	\$250.00
TECHNICIAN III	\$220.00	\$220.00
TECHNICIAN II	\$195.00	\$195.00
TECHNICIAN I	\$165.00	\$165.00
TECHNICIAN	\$140.00	\$140.00
ASSOCIATE TECHNICIAN	\$110.00	\$110.00

***"Cleared" Hourly rates** shall apply whenever the customer requires a Secret or higher level security clearance (or Agency equivalent type clearance) either by the issuance of a DD254 or otherwise specifying such security requirements in the contract documents.*

## **Microsoft Global Delivery (GD)**

### **Offshore Rates**

- MSFT GD Consulting – (FTE)                      \$82.00/Hr.

### **Onshore Rates:**

- MSFT GD Consulting – (FTE)                      \$228.00/Hr.
  - Daily per diem and other travel is charged IAW government travel regulations.
  - Note: Initial air fare to/from India is not charged to customer.

### **Note:**

- *The labor category from which personnel will be assigned will be specified by Microsoft in a Work Order based on the nature of the services to be provided.*
- *Microsoft reserves the right to revise our rates at any time.*



**US Public Sector Premier Support Published Price List**  
**Effective: February 10, 2020**

\*\*\*Microsoft reserves the right to revise our rates at any time\*\*\*

<b>Support Account Management (SAM) and Support Assistance (SA) Services</b>	<b>Un-cleared resources</b>	<b>Security cleared resources</b>
<ul style="list-style-type: none"> <li>Minimum 200 hours of SAM for account management services</li> </ul>	<b>\$50,000</b>	<b>\$53,000</b>
<ul style="list-style-type: none"> <li>Additional SAM hours beyond the 200-hour minimum</li> </ul>	<b>\$250</b>	<b>\$265</b>
<ul style="list-style-type: none"> <li>SA hours</li> </ul>	<b>\$255</b>	<b>N/A</b>
<ul style="list-style-type: none"> <li>Hardship Zone Deployed SAM Hours*<sup>2</sup></li> </ul>	<b>\$275</b>	<b>\$290</b>
<ul style="list-style-type: none"> <li>Hostile zone Deployed SAM Hours*<sup>2</sup></li> </ul>	<b>\$325</b>	<b>\$340</b>
<b>Designated Support Engineering (DSE)</b>		
<ul style="list-style-type: none"> <li>Minimum 400 hours of Designated Support Engineer (DSE) for a single named product (e.g., Windows, Exchange, SharePoint, SQL)</li> </ul>	<b>\$118,000</b>	<b>\$124,000</b>
<ul style="list-style-type: none"> <li>Minimum 600 hours of Designated Support Engineer (DSE) for Office 365 (only)</li> </ul>	<b>\$177,000</b>	<b>\$186,000</b>
<ul style="list-style-type: none"> <li>Additional DSE beyond the 400-hour minimum</li> </ul>	<b>\$295</b>	<b>\$310</b>
<ul style="list-style-type: none"> <li>Under 400 hours of DSE</li> </ul>	<b>\$295</b>	<b>\$310</b>
<ul style="list-style-type: none"> <li>Cyber-Security Designated Support Engineer (DSE) – (Minimum 400 hours)</li> </ul>	<b>\$354</b>	<b>\$372</b>
<ul style="list-style-type: none"> <li>Minimum 200 hours of Application Development Manager (ADM)</li> </ul>	<b>\$57,000</b>	<b>\$60,000</b>
<ul style="list-style-type: none"> <li>Additional Application Development Manager (ADM)</li> </ul>	<b>\$285</b>	<b>\$300</b>
<ul style="list-style-type: none"> <li>Hardship Zone deployed DSE hour *<sup>2</sup></li> </ul>	<b>\$325</b>	<b>\$340</b>
<ul style="list-style-type: none"> <li>Hostile zone deployed DSE *<sup>2</sup></li> </ul>	<b>\$384</b>	<b>\$399</b>
<b>Problem Resolution Support (PRS) Services</b>		
<ul style="list-style-type: none"> <li>PRS hour</li> </ul>	<b>\$248</b>	<b>N/A</b>
<ul style="list-style-type: none"> <li>US National Support – PRS hour *<sup>3</sup></li> </ul>	<b>\$277</b>	<b>N/A</b>
<ul style="list-style-type: none"> <li>US National Support – SA hour *<sup>3</sup></li> </ul>	<b>\$277</b>	<b>N/A</b>
<b>Resource Site Visit</b>		
<ul style="list-style-type: none"> <li>Negotiated Fixed Fee Per Contract<sup>2</sup></li> </ul>		



\*1 "Cleared" rates apply where customer requirement exists to have Microsoft resources vetted through a clearance or screening process beyond Microsoft's own rigorous internal screening process. This is typically accomplished through the issuance of a DD254 or otherwise specifying such requirements in contract documents.

\*2 Travel expenses will be invoiced in accordance with the current version of the Joint Travel Regulations (JTRs) rates and will be negotiated on individual task orders. Non-hostile and Hostile locations Outside the Continental United States (OCONUS) are determined by the State Department.

\*3 US National Support - To maintain a strong focus on national security, and when We have an explicit contractual obligation to provide US citizen (only) support for the first technical support contact, Your interaction with Our phone based non-escalation technical support engineers delivering Problem Resolution Support or Support Assistance will be limited to US citizens.

We have no obligation to provide a US citizen beyond the first technical support contact. If a case requires support beyond the first technical support professional, We do not guarantee that the escalation support professional will be a US citizen.

A dedicated US Nat Program toll free number will be provided to the Customer Contact(s) along with the account number and account ID's. The dedicated US Nat Program toll free number allows Us to route to US citizen support and further differentiate the US Nat Program experience allowing for even more assurance the cases will be routed accurately. The Customer understands and agrees that the dedicated US Nat Program toll free number must be used in order to gain the benefit of the US Nat Program.