

## DIR-TSO-3781

## Appendix E

**MICROSOFT PREMIER SUPPORT SERVICES DESCRIPTION**

(Microsoft Affiliate to complete)

**Services Description Number**

(For Microsoft Internal Purposes Only)

**MSL Number**

This services description ("**Services Description**") is made pursuant to the State of Texas Department of Information Resources Contract for Services # **U5228634** (the "**Agreement**") effective as of **05/02/2017**, which is incorporated herein by this reference. In this Services Description "**You**", "**Your**" or "**Customer**" means the undersigned customer or affiliate and "**We**," "**Us**," or "**Our**" means the undersigned Microsoft affiliate. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement.

**Customer Invoice Information**

Name of Customer

**Williamson County**

Contact Name (this person receives invoices under this Services Description unless otherwise specified on Your purchase order.)

Jim Daniels

Name of Customer or Affiliate that executed the Agreement if different than the undersigned

Street Address

301 SE Inner Loop, Suite 105

Contact E-mail Address

jdaniels@wilco.org

City

Georgetown

State/Province

TX

Phone

512-943-1485

Country

USA

Postal Code

78626

Fax

**Invoicing**

Premier Support is a non-refundable, prepaid service. We must receive a purchase order, check, or other acceptable form of payment before We provide Premier Support services ("Services"). If You issue a purchase order, we will invoice You, and You agree to pay Us within 30 calendar days of the date of Our invoice. We reserve the right to adjust Our fees prior to entering into any new Fee and Named Contacts Schedule(s).

**Term**

This Services Description will commence on 11/01/2017 (the "Commencement Date") and will expire on 10/31/2018 (the "Expiration Date"), unless otherwise extended by a subsequent FNCS.

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

**Customer**

Name of Customer (please print)

**Williamson County**

Signature

Name of person signing (please print)

Title of person signing (please print)

Date

**Microsoft Affiliate**

Name

**Microsoft Corporation**

Signature



Name of person signing (please print)

**David T. Gallagher**

Title of person signing (please print)

**Director of Contracts**

Date

**10-2-17**

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# PREMIER SUPPORT SERVICES

## 1. OVERVIEW.

This Services Description describes the Services available for purchase. It also sets forth the parties' responsibilities and the prerequisites and assumptions associated with the Services. The Services focus on the following key areas:

**Service Delivery Management** from an assigned Microsoft resource ("Services Resource") helps build and maintain the service improvement roadmap with Your management and service delivery staff and helps You plan the specific Services to meet Your business requirements. Services Delivery Management may also be referred to as Support Account Management.

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

**Designated Support Engineering** provides product specific support direct from a Microsoft professional on a part-time or full-time basis.

**Workshops and Events** help You prevent problems, increase system availability and create solutions based on Microsoft technologies.

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

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

## 2. AVAILABLE SERVICES.

You may purchase any combination of the following Services, subject to certain minimum requirements. The Services You purchase, and the associated fees will be set forth in an attached Fee and Named Contacts Schedule(s). The complete list of Services below may not be available in all countries. For a detailed list of Services available outside the United States, please contact Your Services Resource.

**2.1 Service Delivery Management.** The Service Delivery Manager (referred to as a "Technical Account Manager" or "TAM" in most geographies) orchestrates the management and delivery of Microsoft Premier Support services. This Service Delivery Management includes planning to assess Your current state of IT, building a plan to address improvement points and working with You to attain the desired state of Your IT operations. Service Delivery Management also incorporates monitoring and managing the quality and timeliness of other Premier Support Services. TAMs also serve as the consolidation point for Your feedback regarding the Service to other Microsoft groups. TAMs can be Pooled, Designated or Dedicated determined by the level of Your engagement with us. "Pooled" refers to services provided by a team of TAMs, "Designated" refers to a single TAM who serves multiple accounts, and "Dedicated" refers to a single TAM who serves a single account.

- a. **Service Introduction.** At the beginning of the contract period, the TAM will organize one or more Service Introduction sessions with You. The goal of this session is to introduce the service to whoever is going to use it, explain how to select and plan Support Assistance services, show how to log assisted break-fix support requests, also known as incidents, and

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demonstrate available tools. In the session, the TAM will start collecting the information which will form the basis of the follow-up Service Delivery Planning session.

- b. **Service Delivery Plan.** The Service Delivery Plan ("SDP") forms the basis of Your Premier Support Services. It is here that the TAM will draw up a customized service plan specific to Your needs. The TAM will conduct a session for Your team authorized to make decisions about Your IT-operations objectives, current issues and projects. You will then determine how and when Services are to be applied through joint consultation with Us. At the end of this session, You will have an SDP which the TAM will monitor and adjust based on Your needs throughout the term.
- c. **Service Reviews.** On an ongoing basis, the TAM will review the past period's services, report to You on what has been delivered, improved, monitor Your satisfaction levels and discuss any actions or adjustments which may be required. These reviews may consist of standard status reports, virtual, or onsite status meetings. Customized reporting is also available; however, this may require an additional order, determined by the level of Service Delivery Management included in Your purchased services.
- d. **Critical Security Support Advice.** The TAM will notify You of critical Microsoft Security Bulletins. If You have a Designated or Dedicated TAM, Your TAM will help You assess the impact of this information to Your IT infrastructure.
- e. **Incident Management.** The TAM will provide oversight of support incidents to drive timely resolution and high quality of support delivery.
- f. **Crisis Management.** During situations where You experience critical business impacts, TAMs and Critical Situation Managers coordinate Microsoft's Critical Situation response providing 24x7 issue ownership and update communications to You as appropriate for the severity of the incident.
- g. **Proactive Services Maturity Review.** The Proactive Services Maturity Review is an initial method for identifying potential problems with Your IT operations helping build an actionable plan to reach the desired state of Your IT operations increasing the value of Your investment in Microsoft technology. This service is available to You if You have a Designated or Dedicated TAM.
- h. **Remediation Planning.** The TAM may consolidate actions for improvement prompted by the findings of proactive assessments conducted. This will provide a basis for the creation of overall improvement advice and a Remediation Plan. Follow up takes place through the scheduled Service Reviews. This service is available to You if You have a Designated or Dedicated TAM.
- i. **Microsoft Product/Online Services Lifecycle Awareness.** The TAM may provide You with regular reports on developments within the Microsoft organization and shall advise You on any updates around Microsoft product lifecycle or roadmap which may be applicable to Your organization and may provide benefits for Your organization. This service may be available to You if You have a Designated or Dedicated TAM.
- j. **Incident Trend Analysis & Advice.** The TAM may provide one or more reviews of Your incident history. The focus of the TAM in this review will be on people, process and technology aspects of high business impact incidents logged with Us involving any supported Microsoft technology. The outcome of the review will be recommendations on operations improvement activities, people readiness or technology changes, all focused on the objective of helping You lower Your IT operations costs. This service may be available to You if You have a Designated or Dedicated TAM.
- k. **Process Guidance.** The TAM may provide basic information on recommended practices related to the Information Technology Infrastructure Library ("ITIL") and/or the Microsoft Operations Framework ("MOF"). This service may be available to You if You have a Designated or Dedicated TAM.

**2.2 Support Assistance.** Support Assistance provides short-term advice in relation to Microsoft products to help You minimize future support incidents and other problems before they result in end users impacted. Support Assistance may include advice and guidance in relation to infrastructure, development and deployment issues. Your Services Resource will work with You to scope and determine Your specific Support Assistance needs.

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

- a. **Reviews.** A review is an assessment of a specific system, application, operations process or architecture to address, development, deployment, and supportability issues for current or planned implementations of Microsoft technologies. These technical and operational engagements are designed to proactively assess and mitigate risk to prevent/minimize issues, as well as, optimize operations health based on Our recommended practices. Each review is individually scoped

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and estimated prior to scheduling resources, and a written report is produced to document findings and recommendations.

- b. **Development Support Assistance.** Development Support Assistance helps You in Your creation and development of applications on the Microsoft platform that integrate Microsoft technologies. Development Support Assistance specializes in Microsoft development tools and technologies.
- c. **Advisory Services.** Advisory Services are a consultative support option that provides support on short term (typically 6 hours or less) and unplanned issues. This service has been designed for IT professionals and developers for short engagements. Advisory Services includes advice, guidance and knowledge transfer intended to help You implement Microsoft technologies in ways that avoid common support issues and decrease the likelihood of system outages.
- d. **Root Cause Analysis.** Root Cause Analysis ("RCA") is the process through which the cause and effect relationships of an event are analyzed. You must request RCA during a support incident. RCA is only available during regular business hours and may require an additional charge.
- e. **Lab Access.** Microsoft can provide You with access to a lab facility to assist You with benchmarking, testing, prototyping, and migration activities of Microsoft products. These facilities must be scheduled in advance and are subject to availability.

Support Assistance is charged on an hourly, daily, or per Service fee depending on the type of Support Assistance requested. If not otherwise prepaid, We will deduct an appropriate number of Support Assistance hours, rounded up to the nearest hour, to cover the value of a daily rate or fixed fee Support Assistance engagement. Your Services Resource can provide You with the rates applicable to the Support Assistance services requested. If You ordered one type of Support Assistance service and wish to exchange it for another, You may apply those hours to an alternative service where available and agreed with Your Services Resource.

**2.3 Designated Support Engineering.** Designated Support Engineering ("DSE") is available during normal business hours and supports the specific Microsoft products/technologies You select with a focus on delivering engaged, hands-on preventative support. We will deduct Designated Support Engineering from the total number of Designated Support Engineering hours You purchased. After normal business hours, You should follow existing Premier Support procedures for initiating and escalating incidents.

Designated Support Engineering resource(s) will be allocated, prioritized and assigned as agreed upon by both parties during an engagement initiation meeting, which will be documented and delivered to You as part of Your Service Delivery Plan. The focus areas for DSE services include:

- a. **Problem Prevention and Resolution services designed to:**
  - Help You develop and implement strategies for providing proactive support to help prevent future incidents and increase availability of Your covered Microsoft technologies.
  - Help determine root cause of recurring incidents and provide recommendations to prevent further disruptions in the designated Microsoft technologies.
- b. **Technical and Business Focus designed to help You:**
  - Maintain deep knowledge of Your current and future business requirements and configuration of Your information technology environment.
  - Proactively document recommendations of the use of Premier Support related deliverables, e.g. supportability reviews, health checks, workshops, risk assessment programs, etc.
  - Help make Your deployment and operation activities consistent with Your planned and current implementations of Microsoft technologies.
  - Enhance Your support staffs' technical and operational skills.
  - Encourage and assist in the creation and maintenance of customer-specific documentation to support Your environment configuration, disaster recovery, network topology, etc. for the designated Microsoft technologies.

**2.4 Workshops and Events.** The goal of Workshops and Events are to provide You with technical information to assist in the supportability, development or deployment of Microsoft technologies. Additional benefits may include instruction to help reduce the number and impact of problems related to Microsoft Products which You experience.

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You may either prepay separately for Workshops and Events or, at Your request, we will deduct an equivalent amount of Your prepaid Support Assistance hours to cover the Workshops or Events You select. Workshops and Events can include the following:

- a **Workshops.** Workshops are instructor-led training sessions that emphasize Microsoft technologies. Workshops can be provided remotely, at Your facility or on location at Microsoft. If You elect to have a Workshop conducted at Your facility, We will provide You with specifications for configuring Your environment prior to the delivery of the Workshops. Workshops are individually scoped and priced depending upon the length, delivery location and material presented. Your Services Resource can provide You with a current list of available Workshops and the associated fees.
- b **Events.** Events are broad and deep technical presentations, combined with hands-on labs that provide training and facilitate Your implementations of Microsoft technologies. These Events may provide the opportunity to interact with Microsoft product groups, Premier Support development resources and Microsoft marketing contacts. Events can be provided remotely, at Your facility, or at Microsoft. Your Services Resource can provide You with information about scheduled Events.

You may not record or broadcast Workshops or Events in any manner. Any materials or sample code provided to participants in conjunction with a Workshop or Event are intended for the exclusive use of the participant.

**2.5 Information Services.** Information Services provide You with technical information about Microsoft products and support tools that help You to implement and operate Microsoft products in a more efficient and effective manner. The Microsoft Premier Online website provides access to the following information resources:

- Regularly updated product news flashes documenting key support and operational information about Microsoft products.
- Critical problem alerts notifying You of potentially high-impact problems.
- Web response tool for submitting and checking the status of support incidents.
- Microsoft KnowledgeBase of technical articles and troubleshooting tools and guides.

**2.6 Problem Resolution Support.** Problem Resolution Support provides assistance for problems with specific symptoms encountered while using Microsoft products, where there is a reasonable expectation that the problems are caused by Microsoft products. Problem Resolution Support can include any combination of the following services:

- a **24/7 Problem Resolution Service.** Problem Resolution Support is available 24 hours a day, 7 days a week for most severities. Requests for support may be submitted via telephone or electronically through the Microsoft Premier Online website by Your designated contacts, except for Severity 1 and A which must be submitted via telephone as set forth in this section. Problem Resolution Support is charged on an hourly basis and includes the commercially reasonable amount of hours of Services necessary to troubleshoot and help resolve the support issue. Problem Resolution Support is deducted from the pre-paid hours set forth in Your Fee and Named Contacts Schedule(s). In the event we deem the support issue to be a bug, we will not charge Problem Resolution hours to You. If You exhaust all prepaid hours while We are addressing a particular incident, We will charge You in arrears for Our additional efforts to address the incident. You may need to purchase additional Problem Resolution Support hours before We will respond to additional incidents.
- b **Elevated Initial Response Time.** The response time varies by severity and is the period of time that occurs between the creation of the service request and the time that the services resource communicates with You.
- c **Critical Situation and Crisis Escalation.** Problems of a Catastrophic or Critical business impact (Severity 1 or A) are deemed to be Critical Situations requiring 24x7 support from both Microsoft and You until the issue can be resolved or mitigated. Microsoft provides a Critical Situation Manager as well as technical resources both remotely and on-site as needed to assist with resolution. Critical Situation Managers are individuals that are assigned to help drive prompt resolution to the issues through proper case engagement, escalation, resourcing, and coordination. Onsite services may require an additional charge.

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- d **Third Party Support Coordination.** Microsoft is a member of TSANet and will work with You to troubleshoot the environment and the problem, to the best of our knowledge. These efforts can help You to resolve problems that are not attributed to Microsoft Products including:
- Errors caused by Your networking infrastructure, hardware, non-Microsoft software, operational procedures, architecture, IT service management process, system configuration or human error.
  - Multi-vendor coordination interoperability problems. Upon Your request, We will collaborate with third-party software suppliers to help resolve complex multi-vendor product interoperability issues. If we need to work with a third-party to solve an incident, we will attempt to do so; however, it is the responsibility of the third-party to support its product.
- e **Onsite Support.** Onsite Support will provide both reactive and proactive support for You at Your location. This service is subject to Microsoft's resource availability and may require an additional charge.
- f **Your Obligations and Definitions of Severity.** You are responsible for setting the initial severity level in consultation with Us and You can request a change in severity level at any time. The incident severity will determine the response levels within Microsoft and estimated response times and Your responsibilities. These are defined in the following table:

Severity	Situation	Our Expected Response	Your Expected Response
<b>1</b> Submission via phone only	<b>Catastrophic business impact:</b> <ul style="list-style-type: none"> <li>• Complete loss of a core business process and work cannot reasonably continue</li> <li>• Needs immediate attention</li> </ul>	<ul style="list-style-type: none"> <li>• 1<sup>st</sup> call response in 1 hour or less</li> <li>• Our Resources at Your site as soon as possible.</li> <li>• Continuous effort on a 24x7 basis</li> <li>• Rapid Escalation within Microsoft to Product teams</li> <li>• Notification of Our Senior Executives</li> </ul>	<ul style="list-style-type: none"> <li>• Notification of Your Senior executives</li> <li>• Allocation of appropriate resources to sustain continuous effort on a 24x7 basis<sup>2</sup></li> <li>• Rapid access and response from change control authority</li> </ul>
<b>A</b> Submission via phone only	<b>Critical business impact:</b> <ul style="list-style-type: none"> <li>• Significant loss or degradation of services</li> <li>• Needs attention within 1hour</li> </ul>	<ul style="list-style-type: none"> <li>• 1<sup>st</sup> call response in 1 hour or less</li> <li>• Our Resources at Your site as required.</li> <li>• Continuous effort on a 24x7 basis</li> <li>• Notification of Our Senior Managers</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>• Rapid access and response from change control authority</li> <li>• Management notification</li> </ul>
<b>B</b> Submission via phone or web	<b>Moderate 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 2 Business Hours<sup>1</sup></li> </ul>	<ul style="list-style-type: none"> <li>• 1<sup>st</sup> call response in 2 hours 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> <li>• Access and response from change control authority within 4 Business Hours<sup>1</sup></li> </ul>
<b>C</b> Submission via phone or web	<b>Minimum business impact:</b> <ul style="list-style-type: none"> <li>• Substantially functioning with minor or no impediments of services.</li> <li>• Needs attention within 4 Business Hours<sup>1</sup></li> </ul>	<ul style="list-style-type: none"> <li>• 1<sup>st</sup> call response in 4 hours or less</li> <li>• Effort during Business Hours<sup>1</sup> only</li> </ul>	<ul style="list-style-type: none"> <li>• Accurate contact information on case owner</li> <li>• Responsive within 24 hours.</li> </ul>

<sup>1</sup> Business Hours are generally defined as 9:00 AM to 5:30 PM Local Standard Time, excluding holidays and weekends. Business hours may differ slightly in Your country.

<sup>2</sup> We may need to downgrade the severity level if You are not able to provide adequate resources or responses to enable Us to continue with Problem Resolution efforts.

You may be required to perform problem determination and resolution activities as requested by Us. Problem determination and resolution activities may include performing network traces, capturing error messages, collecting

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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 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.

**2.7 Additional Services.** You may purchase additional Services during the term of this Services Description at any time. The specific terms and conditions applicable to those Services, may be set forth in this Services Description, an attached Exhibit and/or Fee and Named Contacts Schedule(s). Your purchase of additional Services will be reflected in a Fee and Named Contacts Schedule(s) referencing this Services Description and will be charged at the prevailing price at the time the Fee and Named Contact Schedule is issued. If You purchase additional Problem Resolution Support hours or convert Software Assurance 24x7 Problem Resolution Support Incidents to Problem Resolution Support hours, You may also be required to purchase additional Services Delivery Management. Prior to delivering additional Services, We must be in receipt of a purchase order, check or other acceptable form of payment.

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#### 3. PREREQUISITES AND ASSUMPTIONS.

Our delivery of Services under this Services Description is based upon the following Prerequisites and Assumptions:

- a. All Services will be provided remotely to Your locations in the United States unless otherwise set forth in writing. If locations are identified in more than one country, You will receive Services from an assigned Global Services Resource ("GSR") along with local Services Resources in each global services location. The Fee and Named Contacts Schedule(s) will describe the Services to be provided in each of Your designated global Services locations.
- b. Where onsite visits are mutually agreed and not pre-paid, We will bill You for reasonable travel and living expenses, or, at Your request we will deduct an equivalent number of Problem Resolution Support hours to cover the expenses.
- c. All Services will be provided in the spoken language of the Microsoft Services location providing Services unless otherwise agreed to by You and Us in writing.
- d. We will provide support for all United States versions of commercially released generally available Microsoft products identified on the "Product List," published by Microsoft from time to time on the World Wide Web at <http://microsoft.com/licensing/contracts> (or at a successor site that Microsoft identifies) unless otherwise set forth in a Fee and Named Contact Schedule, an Exhibit to this Services Description or specifically excluded on the Microsoft Premier Online website. Non-security related Hotfix support is not available for Microsoft products that have entered the Extended Support Phase, as defined at <http://support.microsoft.com/lifecycle> unless You have purchased such support in an Exhibit to this Services Description.
- e. Support for pre-release and beta products is not provided except as otherwise provided in an attached Exhibit.
- f. All Services, including any additional Services purchased during the term of a Fee and Named Contacts Schedule(s) shall be forfeited if not utilized during the term of the applicable Fee and Named Contacts Schedule(s).
- g. Support Assistance is dependent upon the availability of resources.
- h. We can access Your system via remote connection to analyze problems at Your request. Our personnel will access only those systems authorized by You in order to utilize remote connection assistance, You must provide Us with the appropriate access and necessary equipment.
- i. If you request cancellation of a previously scheduled service, Microsoft may choose to deduct a cancellation fee of up to 100% of the price of the service from the support agreement if the cancellation or rescheduling was done with less than 14 days' notice prior to the first day of delivery.
- j. When purchasing Problem Resolution Support, we will require a corresponding quantity of Service Delivery Management to facilitate delivery of Your Problem Resolution Support. If You purchase additional Problem Resolution Support, Support Assistance, or if You convert Software Assurance hours to Problem Resolution Support hours, You may be required to purchase additional Service Delivery Management.
- k. Additional Prerequisites and Assumptions may be set forth in relevant Exhibits.

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#### 4. YOUR RESPONSIBILITIES.

This section sets forth Your performance obligations under this Services Description. Our performance is predicated upon You fulfilling the following responsibilities in addition to those set forth in Section 2.6 and any applicable Exhibits. Failure to comply with the following responsibilities may result in delays of Service.

- a. You can designate named contacts as set forth in the attached Fee and Named Contacts Schedule(s), one of which will be the Customer Support Manager ("CSM") for support related activities. The CSM is responsible for leading Your team and will manage all of Your support activities and internal processes for submitting support service requests to Us. Each contact will be supplied with an individual account number for access to the Microsoft Premier Online website, support issue submission and access to Your Services Resource. In addition to the named contacts, You may also identify two types of group contacts as follows:
  - One type of contact will receive a shared account ID that provides access to the Microsoft Premier Online website for information content and the ability to submit support requests.
  - One type of contact will receive a shared account ID that provides access to the Microsoft Premier Online website for information content only.
- b. You agree to work with Us to plan for the utilization of Services based upon the service level You purchased.
- c. You will submit requests for reviews along with any necessary/applicable data no later than 60 days prior to expiration date of the applicable Fee and Named Contacts Schedule(s).
- d. You agree to provide an internal escalation process to facilitate communication between Your management and Us as appropriate.
- e. You agree to respond to customer satisfaction surveys, We may provide to You from time-to-time regarding the Services.
- f. You agree to provide reasonable telephone and high-speed internet access, and access to Your internal systems and diagnostic tools to Our Services Resources that are required to be on-site.
- g. You are responsible for any travel and expenses incurred by Your employees or contractors.

#### 5. OWNERSHIP AND LICENSE.

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

**a. Products.**

Use of any Product is governed by the Product Use Rights specific to each Product and version and by the terms of the applicable Supplemental Agreement.

**b. Fixes and Services Deliverables.**

- i. **Fixes.** Fixes are licensed according to the license terms applicable to the Product to which those Fixes relate. If the Fixes are not provided for a specific Product, any other use terms Microsoft provides with the Fixes will apply, and if no use terms are provided, Customer shall have a non-exclusive, perpetual, fully paid-up license to use and reproduce the Fixes solely for its internal use. Customer may not modify, change the file name of, or combine any Fixes with any non-Microsoft computer code.
- i. **Pre-Existing Work.** All rights in any computer code or non-code based written materials developed or otherwise obtained by or for the parties or their Affiliates independently of this agreement ("Pre-existing Work") shall remain the sole property of the party providing the Pre-existing Work. During the performance of the Services, each party grants to the other party (and Microsoft's Contractors as

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necessary) a temporary, non-exclusive license to use, reproduce and modify any of its Pre-existing Work provided to the other party, solely as needed to perform its obligations in connection with the Services.

Upon payment in full Microsoft grants Customer a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) any Microsoft Pre-existing Work provided as part of a Services Deliverable, solely in the form delivered to Customer, and solely for Customer's internal business purposes.

The license to Microsoft's Pre-existing Work is conditioned upon Customer's compliance with the terms of this agreement. "Services Deliverables" means any computer code or materials, other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Services.

- ii. "Developments" means any computer code or non-code written materials (other than Products, Fixes or Pre-existing Work) developed by Microsoft or in collaboration with Customer and left with Customer at the conclusion of a Services engagement.

1. Upon payment in full, Microsoft grants Customer Joint Ownership in Developments, except as may be otherwise explicitly agreed to in writing. "Joint Ownership" means each party has the right to independently exercise any and all rights of ownership now known or hereinafter 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.

2. Notwithstanding the prior paragraph, if the laws of Austria, France, Germany, Hungary, India, Poland, Switzerland, or Ukraine, apply to Services per the terms of this agreement or the determination of a court:

- A. All rights in Developments are owned by Microsoft, subject to the terms of this paragraph.
- B. Upon payment in full Microsoft grants to Customer a non-exclusive license to Developments, except as may be explicitly agreed in a Statement of Services.
- C. Customer and Microsoft may use, reproduce, and modify the Developments in all ways of use (and all future ways of use) without any accounting or payment of royalties.

3. Each party shall be the sole owner of any modifications that it makes based upon Developments. Customer may exercise its rights in Developments solely for its internal business operations and may not otherwise distribute them.

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

#### c. Non-Microsoft software and technology.

- i. Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products, Fixes, or Services Deliverables. Microsoft is not a party to and is not bound by any terms governing Customer's use of non-Microsoft software or technology.
- ii. If Customer installs or uses any non-Microsoft software or technology with the Products, Fixes, or Services Deliverables, it directs and controls the installation in and use of such software or technology in the Products, Fixes, and Services Deliverables through its actions (e.g., through Customer's use of application programming interfaces and other technical means that are part of the Online Services). Microsoft will not run or make any copies of such non-Microsoft software or technology outside of its relationship with Customer.
- iii. If Customer installs or uses any non-Microsoft software or technology with the Products, Fixes, or Services Deliverables, it may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this agreement.

#### d. Sample Code.

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Upon payment in full, Microsoft grants Customer a non-exclusive, perpetual, fully paid-up license to use and modify any software code that Microsoft provides for purposes of illustration ("Sample Code") and to reproduce and distribute the object code form of the Sample Code, provided that Customer (1) does not use Microsoft's name, logo, or trademarks to market, and includes a valid copyright notice on, Customer's software product in which the Sample Code is embedded; and (2) indemnifies, holds harmless, and defends Microsoft and its suppliers from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use or distribution of the Sample Code.

**e. Restrictions on use.**

Customer must not:

- i. separate and use the components of a Product on two or more computers, upgrade or downgrade components at different times, or transfer components separately, except as provided in the Product Use Rights;
- ii. reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable, except where applicable law permits it despite this limitation; or
- iii. distribute, sublicense, rent, lease, lend, or host any Product, Fix, or Services Deliverable except as permitted in the applicable Supplemental Agreement, Statement of Services, the Product Use Rights, or in a separate written agreement.

**f. Reservation of rights.**

All rights not expressly granted are reserved to Microsoft.

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

- Microsoft Premier Support Services Description Exhibit: Third Tier Support
- Microsoft Premier Support Services Description Exhibit: Designated Support Engineering
- Microsoft Premier Support Services Description Exhibit: Premier Support for Developers
- Microsoft Premier Support Services Description Schedule: Fee and Named Contacts Schedule

## Microsoft Premier Support Services Description Exhibit : Third Tier Support

(For Microsoft Internal Purposes Only)

Premier Support Services Description Number

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

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

*Term*

This Exhibit will commence on 11/01/2017 and will expire on 10/31/2018 (the "Expiration Date") unless otherwise extended by a subsequent FNC(s).

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

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

- a. The Third Tier Support Team will only provide support for the predefined set of Microsoft technologies defined in the Fee and Named Contacts Schedule(s).

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

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

(For Microsoft Internal Purposes Only)  
Exhibit Number


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

**Term**

This Exhibit will commence on 11/01/2017 and will expire on 10/31/2018 (the "Expiration Date") unless otherwise extended by a subsequent FNC(s).

1. **OVERVIEW:** The following Services are provided in addition to those set forth in the Services Description:
2. **DEDICATED SUPPORT ENGINEERING:** Dedicated Support Engineering is available during normal business hours (defined below) and supports the specific Microsoft products/technologies designated in Your Fee and Named Contact Schedule(s) with a focus on delivering engaged, hands-on preventative support. Dedicated Support Engineering hours are deducted from the total number of Dedicated Support Engineering hours designated in your Fee and Named Contacts Schedule(s). Normal business hours are defined as 8AM to 5PM in the local time where the DSE resources are located, Monday through Friday excluding holidays. After normal business hours, You should follow existing Premier Support procedures for initiating and escalating incidents. Your Technical Account Manager will engage Your Dedicated Support Engineering resource(s) after normal business hours for critical situations as needed.
3. **DELIVERABLES:** Dedicated Support Engineering resource(s) will be allocated, prioritized and assigned as agreed upon by both parties during an initial engagement kick-off meeting, which will be documented and delivered to You in a Premier Service Delivery Plan. The focus of the DSE Services include but are not limited to:
  - a) **Problem Prevention/Incident Resolution designed to:**
    - Supplement the current Microsoft Premier Support engagement through delivery of timely and high-quality problem prevention/incident resolution, both directly and working in conjunction with Microsoft internal customer support resources.
    - Work in conjunction with Microsoft internal customer support resources to act as a 'catalyst' for incident resolution that are within the Dedicated Support Engineering resources' products/technologies skill sets.
    - Develop and implement strategies for providing proactive support resulting in fewer incidents, increased availability of Your covered Microsoft products/technologies, and supportable deployments.
    - Commercially reasonable attempts will be made to determine root cause of recurring incidents and provide recommendations to prevent further disruptions in the designated Microsoft products/technologies.
  - b) **Technical/Business Focus designed to:**
    - Maintain deep knowledge of Your current and future business requirements and configuration of Your information technology environment to provide high quality focused support.
    - Proactively document recommendations of the use of Premier Support related deliverables, e.g. supportability reviews, healthchecks, workshops, risk assessment programs, etc. to improve the

operational health of the designated Microsoft products/technologies deployed in Your environment.

- Ensure deployment and operation activities are consistent with Your planned and current implementations of designated Microsoft products/technologies.
- Ensure maximum possible knowledge transfer to enhance Your support staffs' technical and operational skills for the designated Microsoft products/technologies.
- Encourage and assist in the creation and maintenance of customer-specific documentation to support Your environment configuration, disaster recovery, network topology, IT/Operations scorecard, etc. for the designated Microsoft products/technologies.

**c) *Integration of Work designed to:***

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

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

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

(For Microsoft Internal Purposes Only)  
Exhibit Number


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

**Term**

This Exhibit will commence on 11/01/2017 and will expire on 10/31/2018 (the "Expiration Date") unless otherwise extended by a subsequent FNC(s).

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

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

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

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

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

## Microsoft Premier Support Services Description Schedule:

### Fee and Named Contacts

Texas DIR website

(Contract# DIR-TSO-3781)

[http://www2.dir.state.tx.us/ict/contracts/Pages/Details.aspx?dir\\_contract\\_number=DIR-TSO-3781](http://www2.dir.state.tx.us/ict/contracts/Pages/Details.aspx?dir_contract_number=DIR-TSO-3781)

(Microsoft Affiliate to complete)

**Premier Support Services Description  
Number**

(Microsoft Affiliate to complete)

**Schedule Number**

<b>REN_001471120/1879431503</b>

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

Term
This Schedule will commence on 11/01/2017 (the "Commencement Date") and will expire on 10/31/2018 (the "Expiration Date").

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

a. **Fee Summary**

Services Summary	Total Price (US\$)
Country: United States	\$45,536
<b>Total Amount Due</b>	<b>\$45,536</b>

Country: United States (Premier Support Foundation vNext)
<ul style="list-style-type: none"> <li>Up to 80 hours of Service Delivery Management</li> <li>Up to 40 hours for Problem Resolution Support or Remote Support Assistance</li> <li>1 RAP as a Service Plus (RaaS+) based on any current technology available at the time of scheduling</li> <li>1 User Subscription to the Workshop Library On-Demand</li> <li>2 days of Custom Proactive Onsite</li> </ul>

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

**2. MICROSOFT CONTACT**

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

Microsoft Contact Name: Mary Coward
Address: Microsoft Corporation (Attn: Mary Coward)
v-macowa@microsoft.com
Phone: 800-285-9915
Fax: 425-708-0108

**3. Customer Named Contacts**

**Existing contacts will be carried forward from the previous Term.**